MF094859

Unit 2200
Unit 9722

	Lease Type	Control	Basefile	County
	HROW 56 [State	56-029447		BURLESON
		Survey	Highways & Public Transportati...	
		Block		
		Block Name		
		Township		
		Section/Tract		
		Land Part	SH 21	
		Acres	Net: 3.010000	Gross: 3.010000
		Depth Below	Depth Above	Depth Other: Allow All Depths
		Name	COLUMBIA GAS DEVEL CORP	
		Lease Date	1/21/1992	
		Primary Term	3 years	
		Bonus	$15.05	
		Lease Royalty	0.12500000	
		Paid Up	NA	

Leasing: MB

Maps:_____

GIS:_____

Scanlab:_____



CAUTION

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

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

Thank you for your assistance.

Archives and Records Staff

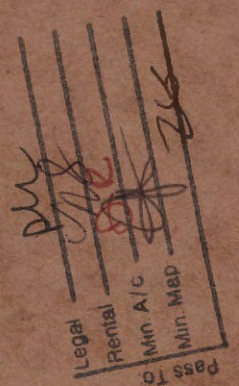
-M-
F
F291106
COLUMBIA GAS DEVEL CORP

#2200
3,01 UNIT ACRES
-0- NON-UNIT ACRES

HIGHWAY RIGHT-OF-WAY M-94859 (PAID UP)

COUNTY (CODE)	:	Burleson (26)
SURVEY	:	Robert W. Scott
BLOCK	:	A-214
TOWNSHIP	:	
SECTION	:	
PART	:	Hwy 21
ACRES	:	3.01
DEPTH LIMITS	:	
BASE FILE (S)	:	
CONTROL NO. (S)	:	56-02944-7
LESSEE	:	Columbia Gas & UPRC
DATE	:	1-21-92
PRIMARY TERM	:	5 year (paid up)
BONUS	:	$15.05
ROYALTY	:	1/8
RENTALS	:	$1.00 (paid up)

26



291106
MF 094859

CONTENTS OF FILE NO. 94859

1. Lease
2. Memo - SLB meeting
3. ltr from Columbia Gas - Payment
4. ltr from Columbia Gas - Application
5. Plat
6. Aff. of Consideration
7. Title opinion
8. Right-of-way Deed
9. Adjacent lease (two)
10. Unit Designation 4-16-92
11. Duplicate of (10) 4-17-92
12. [redacted] omit
13. See Letter Dated 6/2/92 in M 94859
14. Division Orders 8-6-93

Scanned sm 10/28/13

See MF094399 #12 For Assignment #7185

scanned pf 1-13-15

15. Correct Unit 2200 plat 9/11/19

(See MF119751, #12, Revised Application, email with Division Order Title Opinion Unit 9722)

(See MF119751, #13, Recorded DPU "Odstrcil B" Unit showing MF094859 & MF119751)

(See MF119751, #14, Revised Buckslip Unit 9722)

Scanned sm 9/27/2019

16. DIVISION ORDER 1-17-2020

Scanned sm 01/28/2020

GLO-S-08-(1-82)

HROW Lease
Revised 10/89

The State of Texas

Austin, Texas

PAID-UP

OIL AND GAS LEASE NO. M-94859
GENERAL LAND OFFICE
AUSTIN, TEXAS

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32, 34 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board, and Union Pacific Resources Company (68.7500%), whose address is 801 Cherry Street, Fort Worth, Texas 76102, and Columbia Gas Development Corporation (25.0000%), whose address is One Riverway, P.O. Box 1350, Houston, Texas 77251, and C.W. Alcorn, Jr. (4.6875%), whose address is P.O. Box 2879, Victoria, Texas 77902, and Fred C. Alcorn (1.5625%), whose address is 5005 Riverway, Suite 230, Houston, Texas 77056 hereinafter called "Lessee". H00028807

1. Lessor, in consideration of Fifteen and 05/100 Dollars ($15.05), receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in

the County of Burleson, State of Texas, and is described as follows:

> 3.01 acres of land, more or less, situated in said Burleson County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof together with a plat, attached hereto as Exhibit "B", depicting said right-of-way and surrounding area for purposes of illustration only.

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 3.01 acres, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. PRIMARY TERM: This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of five (5) years from January 21, 1992, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. ROYALTIES: As royalty Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal one eighth (1\8) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one eighth (1\8) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

(b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one eighth (1\8) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one eighth (1\8) of such gas and casinghead gas.

(c) If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred.

(d) Lessee covenants and agrees to use reasonable diligence to

produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee.

(e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of $3.03. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

(f) All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager, or other authorized agent, 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 documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. 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 on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, the Lessee owes a penalty of 5% on the royalty or $25.00,

whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or $25.00, whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The 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 nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value. The State shall have 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.

4. POOLING: (a) Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons. Units pooled for oil hereunder shall not exceed 160 acres each in area, and units pooled for gas hereunder shall not exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, unless oil or gas units of a greater size are allowed under or prescribed by rules of the Railroad Commission of Texas. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, as operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) the proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any

limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force for so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

(b) Neither unit production of oil or gas, nor unit operations, nor payment of shut-in royalties from a unit gas well, shall serve to hold the lease in force as to any area outside the unit, regardless of whether the production, maintenance of a shut-in gas well, or operations are actually located on the State tract or not.

(c) Lessee agrees to file with the General Land Office a copy of any unit designation which this lease is included within ninety (90) days of such designation.

5. RELEASE: Lessee may relinquish the rights granted hereunder to the State at any time by recording the relinquishment in the county where this area is situated and filing the recorded relinquishment or certified copy of same in the General Land Office within ninety (90) days after its execution accompanied by the prescribed filing fee. Such relinquishment will not have the effect of releasing Lessee from any liability theretofore accrued in favor of the State.

6. REWORK: If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate at the end of the primary term or on the ninetieth day after discontinuance of

all operations, whichever is the later date, unless on such later date either (1) Lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 9 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, or production of oil or gas in paying quantities.

7. MINERAL USE: Lessee shall have the use, free from royalty, of oil and gas produced from said land in all operations hereunder.

8. NOTICE: In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations.

9. FORCE MAJEURE: If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

10. LESSER ESTATE,CLAUSE: If this lease covers a less interest in the oil or gas in all or any part of said land than the entire and undivided fee simple estate (whether lessors interest is herein

specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease bears to the whole and undivided fee simple estate therein.

11. ASSIGNMENTS: This lease may be transferred at any time. All transfers must reference the lease by file number and must be recorded in the county where the land covered hereby is located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be filed in the General Land Office within ninety (90) days of the execution date, as provided by N.R.C. Section 52.026, accompanied by the prescribed filing fee. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original Lessee or any prior transferee of the lease, including any liabilities to the State for unpaid royalties.

12. WELL INFORMATION: Lessee agrees to forthwith furnish Lessor, upon written request, with copies of all drilling logs, electrical logs, cores and core records and other information pertaining to all wells drilled by lessee either on the leased premises or acreage pooled therewith, when requested to do so. Said information shall remain confidential as required by statute.

13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well located off the leased premises, or by pooling of said land with other land, lease or leases as hereinabove provided.

14. COMPENSATORY ROYALTY: Lessee shall pay a compensatory royalty if this lease is not being held by production on the leased premises, by production from a pooled unit, or by payment of shut-in royalties in accordance with the terms of this lease, and if oil or gas is sold or delivered in paying quantities from a well located within 2500 feet of the leased premises and completed in a producible reservoir underlying the area leased hereunder or in any case in which drainage is occurring. Such compensatory royalty shall be paid at the royalty rate provided in this lease based on the value of production from the well as provided in the lease on which such well is located. The compensatory royalty shall be paid in the same proportion that the acreage of this lease has to the acreage of the proration unit surrounding the draining well plus the acreage of this lease. The compensatory royalty shall be paid monthly to the Commissioner of the General Land Office on or before the last day of the month after the month in which the oil or gas is sold and delivered from the well causing the drainage or from the well located within 2500 feet of the leased premises and

completed in a producible reservoir under this lease. Notwithstanding anything herein to the contrary, compensatory royalty payable hereunder shall be no less than an amount equal to $6.06, and shall maintain this lease in effect for so long as such payments are made as provided herein.

15. FORFEITURE: If Lessee shall fail or refuse to make payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, or refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if this lease is pooled or assigned and the unit designation or assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease. However, nothing herein shall be construed as waiving the automatic termination of this lease by operations of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder reinstated 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 hereto.

16. RAILROAD COMMISSION: No natural gas or casinghead gas, including both associated and non-associated 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 these 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.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office, under the seal of the General Land Office, effective as of January 21, 1992.

GARRY MAURO
COMMISSIONER OF THE GENERAL LAND OFFICE
OF THE STATE OF TEXAS

Approved:
Energy: LGH
Legal(Form):
Executive:

Burleson County
CSJ 116-3-3, 6, 7 and 27
S.H. 21
No. 339

Exhibit "A"

Being 3.01 acres of land, more or less, situated in the Robert W. Scott Survey, Abstract No. 214, in Burleson County, Texas. Said 3.01 acres being all of and the same land conveyed to the State by a deed from Mr. C. R. Runkle, et al as recorded in Volume 76, Page 408, of the Deed Records of Burleson County, Texas, as well as other right of way. Said 3.01 acres being a strip of land of variable width and is more particularly described as follows to wit:

Beginning at a point on a line between the C. R. Runkle and Gabe Jones property. Said point being 130.00 feet N 31° 05' 23" E of the SE property corner of the aforementioned Runkle property. Said point also being 50.00 feet S 31° 05' 23" E of the Engineer's Centerline Station No. 1303+22.00;

Thence S 53° 42' 37" W (called S 52° 58' W), a distance of 465.00 feet to a point;

Thence S 72° 05' 37" W, a distance of 158.54 feet to a point;

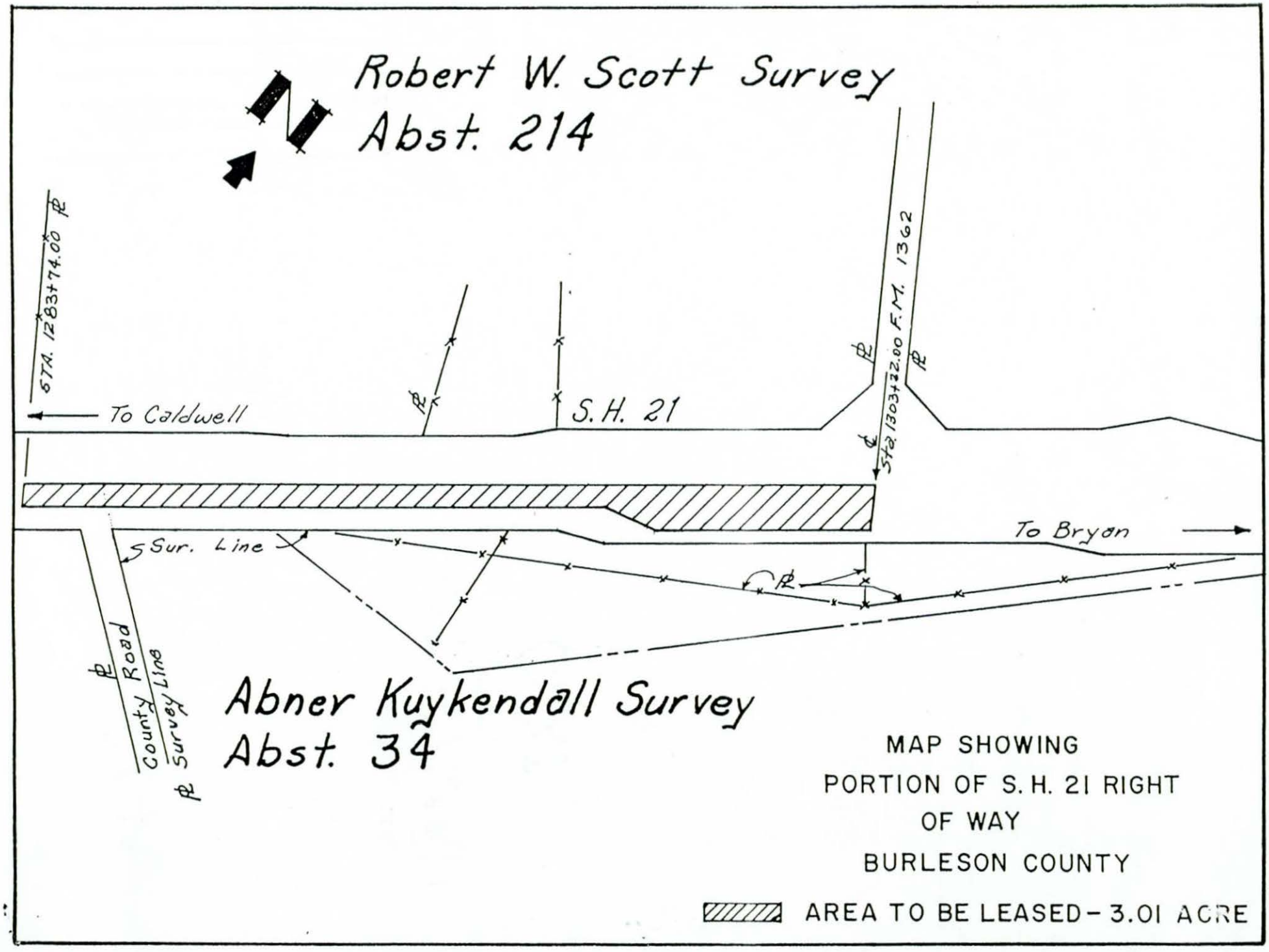
Thence S 53° 42' 37" W (called S 52° 58' W), a distance of 1,329.83 feet to a point. Said point being Engineer's Centerline Station Number 1283+74.00;

Thence N 30° 29' 18" W, a distance of 60.00 feet to a point;

Thence N 53° 42' 37" E (called N 52° 58' E), a distance of 1,948.28 feet (called 1,935.00 feet) to a point on the Runkle and Jones property line;

Thence S 31° 05' 23" E (called southeast), a distance of 100.41 feet (called 100.00 feet) to the point of beginning at Engineer's Centerline Station Number 1303+22.00.

The above herein described tract contains 3.01 acres and being as indicated on the official right of way maps which are on file with the Texas Department of Transportation and identified under Control Number 116-3-3, 6, 7 and 27.


Robert W. Scott Survey
Abst. 214
STA. 1283+74.00
To Caldwell
S.H. 21
STA 1303+32.00 F.M. 1362
To Bryan
Sur. Line
County Road
Survey Line
Abner Kuykendall Survey
Abst. 34
MAP SHOWING
PORTION OF S. H. 21 RIGHT
OF WAY
BURLESON COUNTY
AREA TO BE LEASED - 3.01 ACRE

File No. MF-94859 (1)

Lease

Date Filed:

Jerry E. Patterson, Commissioner

By

55876-W (17)

GENERAL LAND OFFICE

GARRY MAURO
COMMISSIONER

MEMORANDUM

DATE: January 15, 1992

TO: School Land Board

FROM: Robert Hatter / Lease Administration

SUBJECT: Application To Lease Highway Right-of-Way

APPLICANT: Columbia Gas Development Corporation

REFERENCE: Being 3.01 acres of State Highway 21, more or less, situated in the Robert W. Scott Survey, Abstract 214, in Burleson County, Texas

The following terms were provided for in adjacent leases:

	High	Low
Bonus/Acres:	$5.00	$0.00
Royalty:	1/8	1/8
Delay Rental:	$1.00	$0.00
Primary Term:	5 years	5 years

The application has been reviewed by the Lease Administration Department and by the Department of Transportation. Subchapter F, Chapter 32 of the Texas Natural Resources Code requires the approval of the application to lease with the following terms:

Bonus/Acres:	$5.00 per acre
Royalty:	1/8
Delay Rental:	$1.00
Primary Term:	5 years

Columbia Gas Development Corporation holds the mineral interest in the lease adjoining the above referenced highway right-of-way. Therefore, the applicant is entitled to a lease of the entire referenced 3.01 acres. The applicant has submitted a title opinion showing that the state owns the entire mineral estate in the highway right-of-way and has submitted all other pertinent information required by the School Land Board rules.

Lease Date Jan 24th

TEXAS
DEPARTMENT OF TRANSPORTATION
P. O. Box 5075
Austin, Texas 78763-5075

January 14, 1992

Contact: D-15

Mr. Garry Mauro
Commissioner
General Land Office
Petroleum and Mineral Division
1700 North Congress Avenue
Austin, Texas

Dear Commissioner Mauro:

We have reviewed the proposed oil and gas leases and the following requests for preferential leases are considered sufficiently documented to be presented to the Public School Land Board for approval:

County	Nominator	Bonus	Royalty	Primary Term	Delay Rental
Burleson	Columbia Gas	$5.00	1/8	5 Years	$1.00
Brazos	Union Pacific Resources Co.	$100.00	1/5	3 Years	$5.00
Gregg	Geo- Vest, Inc.	$250.00	3/16	1 Year	None
Wharton	Adreac Ltd.	$100.00	1/5	3 years	$15.00

Attached is one copy of the field notes and sketch for each of the proposed leases. If additional information is needed, please contact Jimmy Perry at (512) 416-2874.

Sincerely,

Gary Bernethy, P.E.
Director of Right of Way

Attachments

Burleson County
CSJ 116-3-3, 6, 7 and 27
S.H. 21
No. 339

Exhibit "A"

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Thence S 53° 42' 37" W (called S 52° 58' W), a distance of 465.00 feet to a point;

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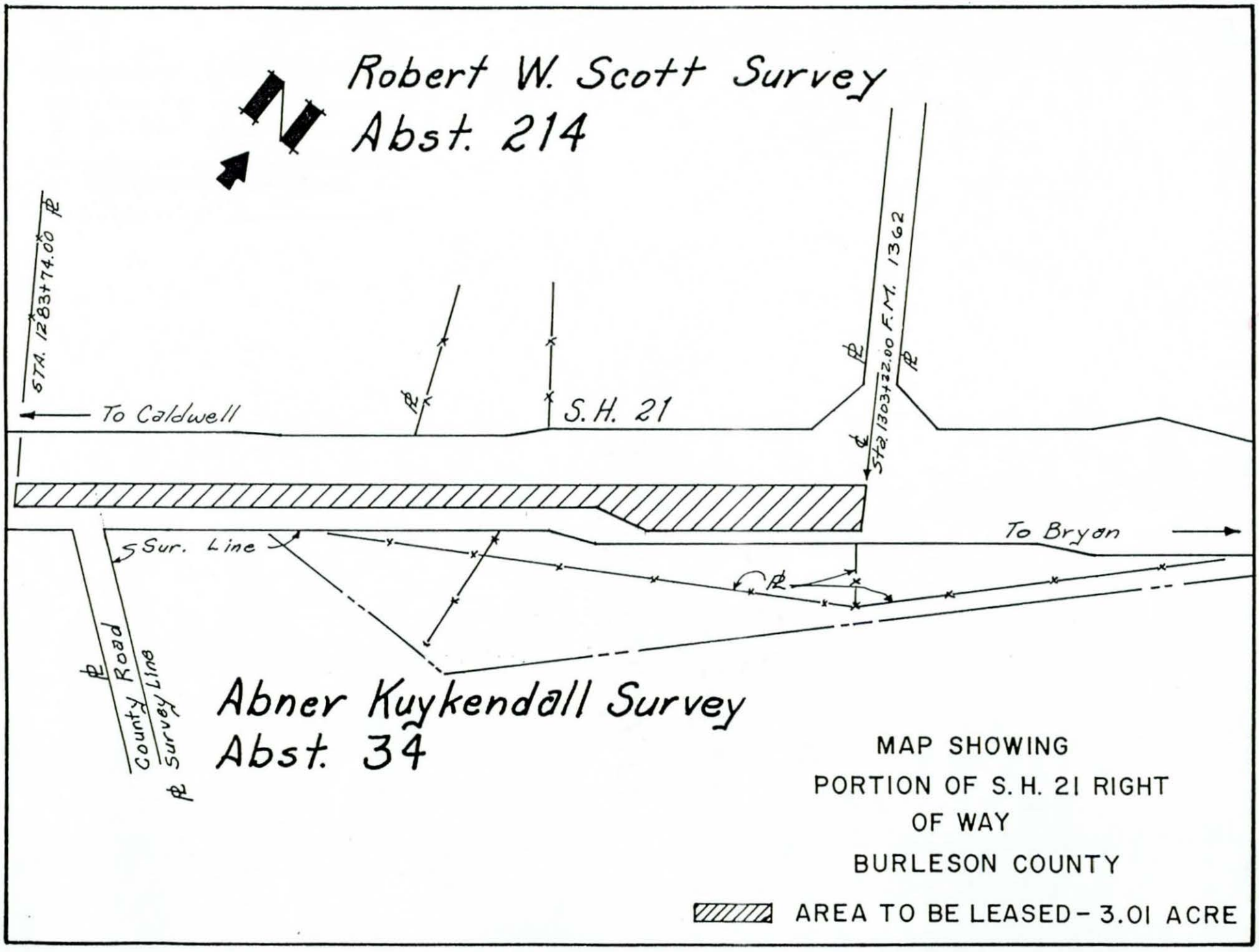
Thence S 53° 42' 37" W (called S 52° 58' W), a distance of 1,329.83 feet to a point. Said point being Engineer's Centerline Station Number 1283+74.00;

Thence N 30° 29' 18" W, a distance of 60.00 feet to a point;

Thence N 53° 42' 37" E (called N 52° 58' E), a distance of 1,948.28 feet (called 1,935.00 feet) to a point on the Runkle and Jones property line;

Thence S 31° 05' 23" E (called southeast), a distance of 100.41 feet (called 100.00 feet) to the point of beginning at Engineer's Centerline Station Number 1303+22.00.

The above herein described tract contains 3.01 acres and being as indicated on the official right of way maps which are on file with the Texas Department of Transportation and identified under Control Number 116-3-3, 6, 7 and 27.


Robert W. Scott Survey
Abst. 214
STA. 1283+74.00
To Caldwell
S.H. 21
Sta. 1303+32.00 F.M. 1362
To Bryan
Sur. Line
County Road
Survey Line
Abner Kuykendall Survey
Abst. 34
MAP SHOWING
PORTION OF S. H. 21 RIGHT
OF WAY
BURLESON COUNTY
AREA TO BE LEASED - 3.01 ACRE

(2)

File No. MF - 94859

Memo - SLB Meeting

Date Filed:

Jerry E. Patterson, Commissioner

By

b5876-W (2)

COLUMBIA GAS
Development

170
M

January 30, 1992



AIRBORNE EXPRESS

Texas General Land Office
Petroleum and Minerals Division
1700 N. Congress Ave., Rm. 640
Austin, TX 78701

Attn: Mr. Drew Reed

X27.32

92025854

RE: Oil and Gas Lease State Highway 21
Hronek-Hronek Unit #1
Horizontal Austin Chalk Well
Burleson County, Texas

Gentlemen:

Enclosed is a check in the amount of $27.32 representing payment of the bonus and delay rentals for the Oil and Gas Lease covering 3.01 acres of land under Highway 21. The $27.32 is broken down as follows:

$15.28	-	bonus payment
$12.04	-	rental payment for paid-up lease (4 years)
$27.32	Total	

Please forward the lease to the undersigned at your earliest convenience. Thank you for your cooperation and assistance.

Sincerely yours,

Jerry D. Niekamp

Jerry D. Niekamp, CPL
Senior Landman

JDN:mgh
Enclosure

(3)

File No. MF-94859

LTR from Columbia Gas payment

Date Filed: _____

Jerry E. Patterson, Commissioner

By _____

MF-94859 (5)

1-31-95

COLUMBIA GAS
Development

171
/
161

October 11, 1991

Texas General Land Office
Petroleum and Minerals Division
1700 N. Congress Ave., Rm. 640
Austin, TX 78701

Attention: Mr. Robert Hatter

RE: Oil and Gas Lease-State Highway 21
Horizontal Austin Chalk Well
Burleson County, Texas

$100.00

92008113

Gentlemen:

Pursuant to Section 32.001, et seq. of the Texas Natural Resources Code, as amended, Columbia Gas Development Corporation, acting on behalf of itself, Union Pacific Resources Company, C. W. Alcorn, Jr. and Fred C. Alcorn (hereinafter collectively referred to as "Lessees"), hereby respectfully requests the Commissioner of the General Land Office grant to Lessees an Oil and Gas Lease covering 3.01 acres of land under State Highway 21, as depicted on the attached survey plat, for the specific purpose of drilling a horizontal Austin Chalk Well. Also furnished herewith is a copy of the Original Title Opinion dated October 8, 1991 rendered by Jackson and Walker which verifies the ownership of the State of Texas in said tract. The tract of land originated out of the 71-½ acre tract of which the Adolph and Melvin Hronek lands were derived. Although the original Deed dated January 16, 1933 from C.R. Runkle, et al to the State of Texas and recorded in Volume 76, Page 408 of the Deed Records of Burleson County, Texas calls the tract 2.92 acres of land, the actual survey by Kling Engineering & Surveying determined that the tract is actually 3.01 acres of land.

Lessees are the owners and holders (in the proportions set forth below) of the currently existing oil, gas and mineral leases adjacent to and on both sides of the 3.01 acre State Highway 21 right-of-way tract and therefore are the Adjacent Mineral Owners as defined in the statute. Further, Lessees waive the statutory notice. The working interest ownership percentages for the Lessees are set forth below and we request that the lease be granted in the same ownership proportions.

Union Pacific Resources Company	68.7500%
Columbia Gas Development Corporation	25.0000%
C. W. Alcorn, Jr.	4.6875%
Fred C. Alcorn	1.5625%
	100.0000%

Enclosed are copies of the recorded leases on the land adjacent to the right-of-way tract (including copies of the original bonus drafts), along with an affidavit of the consideration paid therefor. The adjacent leases, currently in force and effect and owned by Lessees, provide for a one-eighth royalty, five year primary term, one dollar per net acre annual delay rental and were purchased for five dollars per net acre bonus.

Jerry D. Mickamp

Columbia Gas Development Corporation, One Riverway, P.O. Box 1350, Houston, Texas 77251-1350

L 77056

Attached is a check for the $100.00 Filing Fee.

We currently plan to drill the well in November, 1991; therefore, we appreciate your earliest attention to this request.

If you have any questions or need any additional information, please do not hesitate to call me at (713) 871-3536.

Yours truly,

Jerry D. Niekamp

Jerry D. Niekamp, CPL
Senior Landman

cc: Union Pacific Resources Company
Attention: Paul Harper

C. W. Alcorn, Jr. P.O. Box 2879 Victoria, TX. 77902

Fred C. Alcorn 5005 Riverway, Suite 230
Houston TX 77056

(4)

File No. MF-94859
Ltr from Columbia Gas-
Application

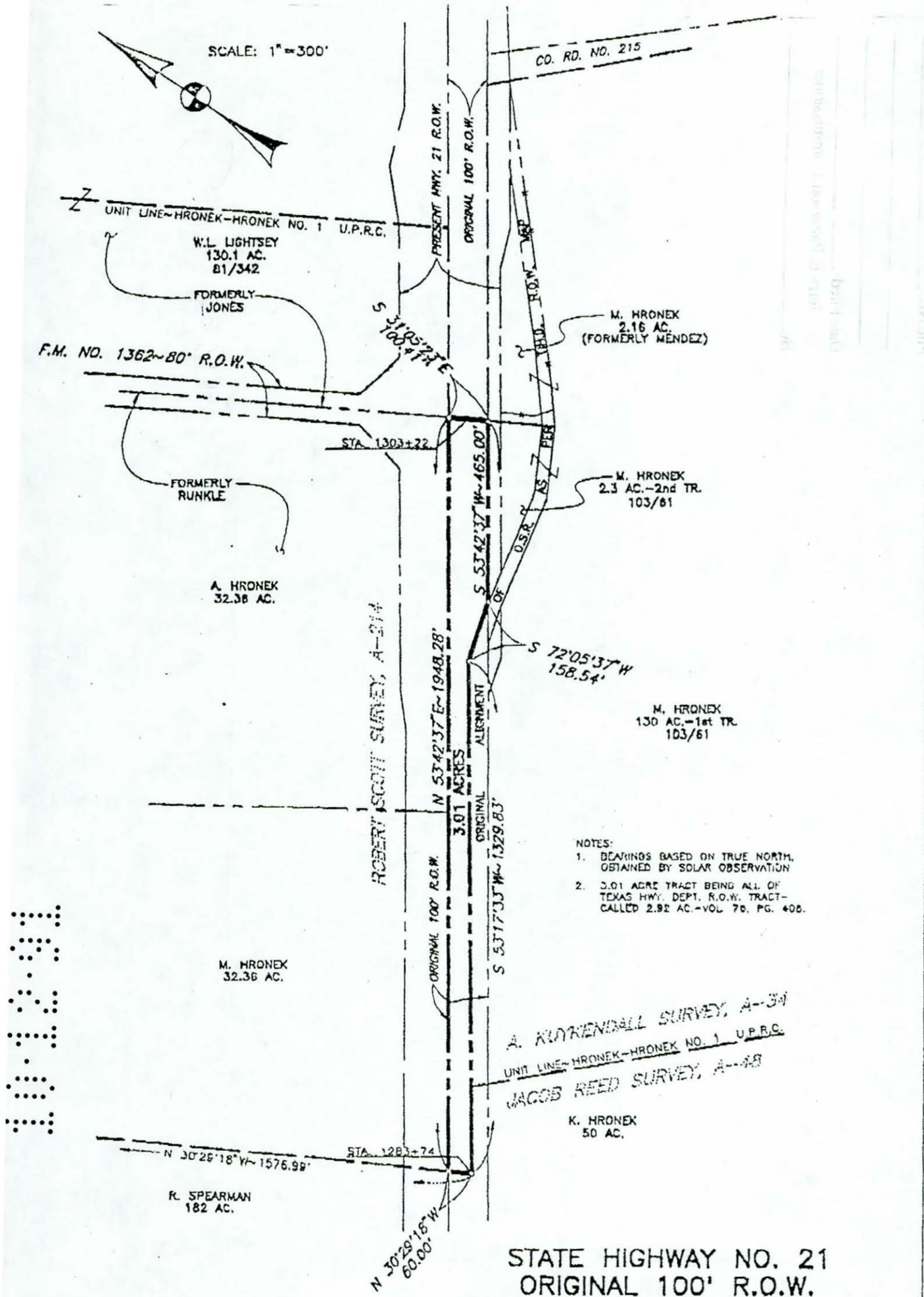
Date Filed: _____

Jerry E. Patterson, Commissioner

By _____

5587b-W (1)

10-15-91



NOTES:
1. BEARINGS BASED ON TRUE NORTH, OBTAINED BY SOLAR OBSERVATION
2. 3.01 ACRE TRACT BEING ALL OF TEXAS HWY. DEPT. R.O.W. TRACT~CALLED 2.92 AC.~VOL 76, PG. 406.

STATE HIGHWAY NO. 21
ORIGINAL 100' R.O.W.
3.01 ACRES
PART OF
HRONEK—HRONEK UNIT
UNION PACIFIC RESOURCES COMPANY
BURLESON COUNTY, TEXAS

EVISED: 10-08-91

SCALE: 1"=300' SEPTEMBER, 1991

ONEX

KUNG ENGINEERING & SURVEYING
BRYAN, TEXAS

(5)

File No. ME-94859

Plat

Date Filed: _____

Jerry E. Patterson, Commissioner

By _____

L-5876-W (2)

10-15-97

AFFIDAVIT

COUNTY OF BURLESON §

STATE OF TEXAS §

Before me, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared JERRY D. NIEKAMP to me well known and who after being duly sworn, deposes and says that:

I, JERRY D. NIEKAMP, of lawful age, am familiar with the Oil, Gas and Mineral Lease from Melvin M. Hronek and wife, Lois Hronek, as Lessors, and Fred Prickett, as Lessee, dated April 29, 1976, and recorded in Volume 18, Pages 406-409 of the Oil and Gas Lease Records of Burleson County, Texas. The Melvin Hronek lease covers 405.498 acres of land, more or less, which are described as consisting of five tracts. The lease bonus consideration paid for the Melvin Hronek lease was $5 per net acre for a total of $2,027.49 for the 405.498 acres covered by the Melvin Hronek lease. Further, the Melvin Hronek lease provides for a Five Year Primary Term, $1 per net acre Delay Rental and a One-Eighth Royalty.

The Oil, Gas and Mineral Lease from Adolph Hronek and wife, Ella Bernice Hronek, as Lessors, and Fred Prickett, as Lessee, dated May 5, 1976, is recorded in Volume 18, Pages 451 and 452 of the Oil and Gas Lease Records of Burleson County, Texas. The Adolph Hronek lease covers 81.85 acres of land, more or less, which are described as consisting of two tracts. The lease bonus consideration for the Adolph Hronek lease was $5 per net acre for a total of $409.24 for the 81.85 acres covered by the Adolph Hronek Lease. Further, the Adolph Hronek Lease provides for a Five Year Primary Term, $1 per net acre Delay Rental and a One-Eighth Royalty.

The Melvin Hronek Lease and the Adolph Hronek Lease is in full force and effect.

Jerry D. Niekamp

Jerry D. Niekamp

SUBSCRIBED AND SWORN TO BEFORE ME, this 10th day of October, 1991.

CHARLES A. JAMES
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
SEPT. 9, 1995

Charles A. James

Notary Public

STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared JERRY D. NIEKAMP known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of October, 1991.

CHARLES A. JAMES
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
SEPT. 9, 1995

Charles A. James

Notary Public

(6)

File No MF-94859

Aff. of consideration

Date Filed:

Jerry E. Patterson, Commissioner

By

b58fb.W (9)

10-15-97

JACKSON & WALKER
ATTORNEYS AND COUNSELORS
1100 LOUISIANA, SUITE 4200
P.O. BOX 4771
HOUSTON, TEXAS 77210-4771
TELEPHONE (713) 752-4200

TELECOPIER (713) 752-4221
TELEX 79-1932

WRITER'S DIRECT DIAL NO.:

OTHER LOCATIONS
DALLAS
FORT WORTH
NEW ORLEANS

October 8, 1991

Union Pacific Resources Company
First RepublicBank Tower, 36th Floor
801 Cherry Street
Fort Worth, Texas 76102

Attention: Mr. J. Christopher Cirone

Re: State of Texas Lease
7.12 Acres, Robert W. Scott Survey, A-214
Burleson County, Texas
Our Firm File No. 02025.0430

Gentlemen:

ORIGINAL TITLE OPINION

7.12 acres, more or less, out of the Robert W. Scott Survey, A-214, Burleson County, Texas, comprised of two (2) tracts described as follows:

Tract 1

2.92 acres, more or less, being the same land described in that certain deed dated January 6, 1931, from C. R. Runkle, et al, to the State of Texas, recorded at Volume 76, Page 408, Deed Records.

Tract 2

4.2 acres, more or less, being the same land described in that certain deed dated October 27, 1932, from C. J. Jones to the State of Texas, recorded at Volume 76, Page 423, Deed Records.

The above described land (hereinafter called the "Subject Property") is more thoroughly described by metes and bounds on Exhibit A, and shown by plat on Exhibit B, attached to and made a part of this Opinion.

****

Materials Examined

1. Runsheet prepared by Jim Burgin & Associates, Inc., based on a search of the indices and records of the offices of the County and District Clerks of Burleson County, Texas, covering the Subject Property from the Sovereignty of the soil to September 10, 1991 at 3:00 p.m., containing 20 entries.

2. The instruments listed in the Runsheet identified as Document 1 above, in the offices of the County and District Clerks of Burleson County, Texas.

****

Based upon the Materials Examined and subject to the Comments and Requirements set forth in this Opinion, we find title to the Subject Property vested as of September 10, 1991, at 3:00 p.m., as set forth below in this Opinion. Unless otherwise indicated, all recording references in this Opinion are to the records of Burleson County, Texas.

FEE SIMPLE TITLE

1. Surface

The State of Texas — All

2. Oil and Gas Mineral Estate

a. Leasing Rights, Bonus and Delay Rentals

The State of Texas — All

b. Royalty

The State of Texas
8/8 of royalty — Unleased

c. Overriding Royalty

None; the Subject Property is unleased.

d. Leasehold Estate

None; the Subject Property is unleased.

e. Unleased Interest

	Expense Interest	Net Revenue Interest
The State of Texas 8/8	1.0000000	1.0000000

ENCUMBRANCES

None of record.

COMMENTS AND REQUIREMENTS

1.

The Robert W. Scott Survey, A-214, was granted to Robert W. Scott by the Republic of Texas by patent dated May 17, 1841, recorded at Volume 30, Page 449, Deed Records.

REQUIREMENT:

None, advisory only.

2.

There are early record title defects, breaks in the chain of title, and other deficiencies pertaining to the Subject Property occurring prior to 1875, which the statute of limitations may have cured. Since 1875, the chain of title to the Subject Property, excluding easements, mortgages and leases, is as follows:

Tract 1

Elizabeth Scott conveyed 114.5 acres, including Tract 1 of the Subject Property, to her daughter, Martha J. Runkle, by Warranty Deed dated November 21, 1875, recorded at Volume O, Page 410, Deed Records.

Martha Runkle died intestate some time prior to 1933, survived by her husband, C. R. Runkle, and three daughters: Fannie Runkle, Willie Runkle Spears, and Kate Runkle Collins.

By Right-of-Way Deed dated January 16, 1933, recorded at Volume 76, Page 408, Deed Records, C. R. Runkle, Fannie Runkle, a feme sole, Willie Spears, a widow, and Kate Collins and husband, Charles E. Collins, conveyed Tract 1 to the State of Texas.

Tract 2

Gabriel Jackson conveyed lands comprising over 200 acres, including Tract 2 of the Subject Property, to John C. Jones and wife, Cervila Jones, by Warranty Deed dated February 25, 1875, recorded at Volume O, Page 188, Deed Records.

J. C. Jones, et al, being the husband and surviving children and heirs-at-law of Cervila Jones, who died intestate some time prior to 1920, conveyed approximately 220 acres, including Tract 2 of the Subject Property, to G. J. Jones, by Warranty Deed dated April 9, 1920, recorded at Volume 55, Page 301, Deed Records.

By Warranty Deed dated April 29, 1920, recorded at Volume 55, Page 303, Deed Records, G. J. Jones and wife, Ora Jones, conveyed an undivided one-half (1/2) interest in the above-described tract of approximately 220 acres, to C. E. Cade.

By Warranty Deed dated August 26, 1927, recorded at Volume 68, Page 118, Deed Records, C. E. Cade conveyed a tract of 130.1 acres, including Tract 2 of the Subject Property, to G. J. Jones, for the purpose of partitioning 245.2 acres jointly owned by the said C. E. Cade and G. J. Jones.

By Right-of-Way Deed dated October 27, 1932, recorded at Volume 76, Page 423, Deed Records, G. J. Jones conveyed Tract 2 to the State of Texas.

The State cannot acquire title by adverse possession. However, as the chain of title to the Subject Property is regular from 1875 to the time the above-described Right-of-Way Deeds to the State of Texas were executed, and as it appears that the Subject Property has been continuously used for State Highway 21 since 1933, we believe you can waive any curative work concerning the early title defects as a reasonable business risk.

REQUIREMENT:

None, advisory only.

3.

The Subject Property is unleased. Pursuant to Texas Natural Resources Code Section 32.001, et seq., the State of Texas, acting through the General Land Office and the School Land Board, is authorized to lease for oil and gas lands owned or held in trust for the use and benefit of a department, board, or agency of the state, including highway lands. Until recently, the statute did

not apply to and the state was not authorized to lease oil and gas underlying land owned by the state that was acquired to construct or maintain a highway, road, street, or alley that is located in a "producing area," defined as lands located within 2,500 feet of a well capable of producing oil or gas in paying quantities as of January 1, 1985. The statute was recently amended, however, by a Senate Bill signed by Governor Richards on June 16, 1991. As amended, the statute still prohibits the state from leasing oil and gas underlying land lying within a producing area, "unless the oil or gas is leased for the specific purpose of drilling a horizontal well." Accordingly, a lessee interested in leasing a state highway tract specifically for horizontal drilling may now negotiate a lease from the State, regardless of whether the tract is in a producing area.

REQUIREMENT:

Obtain an oil, gas and mineral lease covering the Subject Property, executed by the State of Texas, acting through the General Land Office and the School Land Board, pursuant to Texas Natural Resources Code Section 32.001, et seq. In addition, obtain and submit a Supplemental Runsheet covering the Subject Property from September 10, 1991, at 3:00 p.m., through the time such lease is filed of record.

4.

This Opinion does not cover any matter of conflict or discrepancy with respect to survey, area or boundary.

REQUIREMENT:

None, advisory only; however, if an opinion on these matters is desired, we should be furnished with a surveyor's plat and report for examination and further opinion.

5.

The accreditation of mineral interests in and to the Subject Property herein is limited to the oil and gas mineral estate. Specifically excluded from this Opinion is an accreditation of ownership in and to uranium, coal, lignite and other hard minerals.

REQUIREMENT:

None, advisory only.

6.

This Opinion does not cover any matters relating to compliance with or violation of any federal, state or local environmental laws or regulations, nor to any matters relating to compliance with or violation of any orders, decrees, judgments, injunctions, notices or demands issued, entered, promulgated or approved under any such environmental laws or regulations unless included in the Materials Examined.

REQUIREMENT:

None, advisory only.

7.

Of necessity, this Opinion is subject to any applicable bankruptcy or insolvency laws, liens for taxes not yet due, statutory and constitutional mechanic's and materialman's liens not of record, operator's liens not of record, statutory liens securing payment of proceeds of production from the Subject Property, enforcement of regulations or orders by any governmental authority having jurisdiction over the Subject Property, capacity or competency of parties, fraud, delivery and alteration after delivery.

REQUIREMENT:

None, advisory only.

8.

First sales of natural gas, if any, produced from the Subject Property, whether sold in interstate or intrastate commerce, may be subject to price regulation under the Natural Gas Policy Act of 1978 ("NGPA"), as administered by the Federal Energy Regulatory Commission ("FERC"). Depending on the price "category" of the gas, such regulation may have already been removed by law. The Natural Gas Wellhead Decontrol Act of 1989 removed these price controls from the remaining categories of gas on the earlier of the following dates: (1) immediate decontrol as contracts expire or are renegotiated by the parties; (2) as to wells spudded on or after July 27, 1989, decontrolled on May 15, 1991; (3) as to all other wells, decontrolled on January 1, 1993.

Further, if gas produced from this property was committed or dedicated by contract to a sale for resale in interstate commerce on November 8, 1978, it remains subject to the FERC's jurisdiction under the Natural Gas Act of 1938 ("NGA") until price controls are removed on the earlier of the dates set out above.

If the acreage on which the well will be drilled is still committed to a gas sales contract dated on or before July 26, 1989, you should determine whether the well can be qualified under Section 102(c) or § 103(c) of the NGPA. If so, application should be made to the appropriate State Conservation Agency (the Railroad Commission in Texas) to qualify the well. Once qualified, the well will be free of FERC jurisdiction, unless (in the case of a § 103(c) well) the acreage on which the well is drilled was committed or dedicated to interstate commerce on April 20, 1977.

Regardless of well category, all wells spudded on or after July 27, 1989, are removed from price controls and FERC jurisdiction on May 15, 1991.

REQUIREMENT:

None, advisory only.

9.

This Original Title Opinion is rendered solely and exclusively for the benefit of Union Pacific Resources Company and is not to be quoted in whole or in part, nor is it to be relied upon by any other person without the prior written consent of this firm.

REQUIREMENT:

None, advisory only.

Very truly yours,

Jackson & Walker

JACKSON & WALKER

MJB/

EXHIBIT A

To Original Title Opinion
Dated October 8, 1991
Addressed to Union Pacific Resources Company
Covering 7.12 Acres, Burleson County, Texas

Metes and Bounds Descriptions

Tract 1

2.92 acres, more or less, out of the R. W. Scott Survey, A-214, Burleson County, Texas, described as follows:

BEGINNING at a point on a line between the M. J. Runkle and the Gabe Jones property said point being 130 feet from the north fence line of the present Highway 21 and 50 feet from the center of the proposed Highway;

THENCE S. 52 degrees 58 minutes West along a line parallel to and 50 feet from the center of the proposed highway a distance of 465 feet to a point in the North fence line of the present Highway 21;

THENCE West and Southwest along the North fence line of the present Highway 21 a distance of approximately 1450 feet to the South corner of the M. J. Runkle tract;

THENCE in a Northwesterly direction along a line between the Runkle tract and the Somerfield tract a distance of 60 feet to a point which is 50 feet from the center of the proposed highway at station 1283 plus 50;

THENCE North 52 degrees 58 minutes East along a line parallel to and 50 feet from the center of the proposed highway a distance of 1935 feet to a point in a fence between the Runkle property and the Gabe Jones property;

THENCE Southeast along said fence a distance of 100 feet to the place of beginning containing 2.92 acres.

Tract 2

4.2 acres, more or less, out of the R. W. Scott Survey, A-214, Burleson County, Texas, described as follows:

BEGINNING at a point in a line between the M. J. Runkle and the Gabe Jones property said point being 130 feet from the North fence of the present Highway 21 and 50 feet from the center of the proposed highway;

THENCE in a Northwest direction along said line a distance of 100 feet to a point which is 50 feet from the center of the proposed highway;

THENCE North 52 degrees 58 minutes E. along a line parallel to and 50 feet from the center of the proposed highway a distance of 1837 feet to a point;

THENCE in an Easterly direction along a line parallel to and 50 feet from the center of the proposed highway and following a 2 degree curve to the right a distance of 640 feet to a point in the North fence line of the present Highway 21;

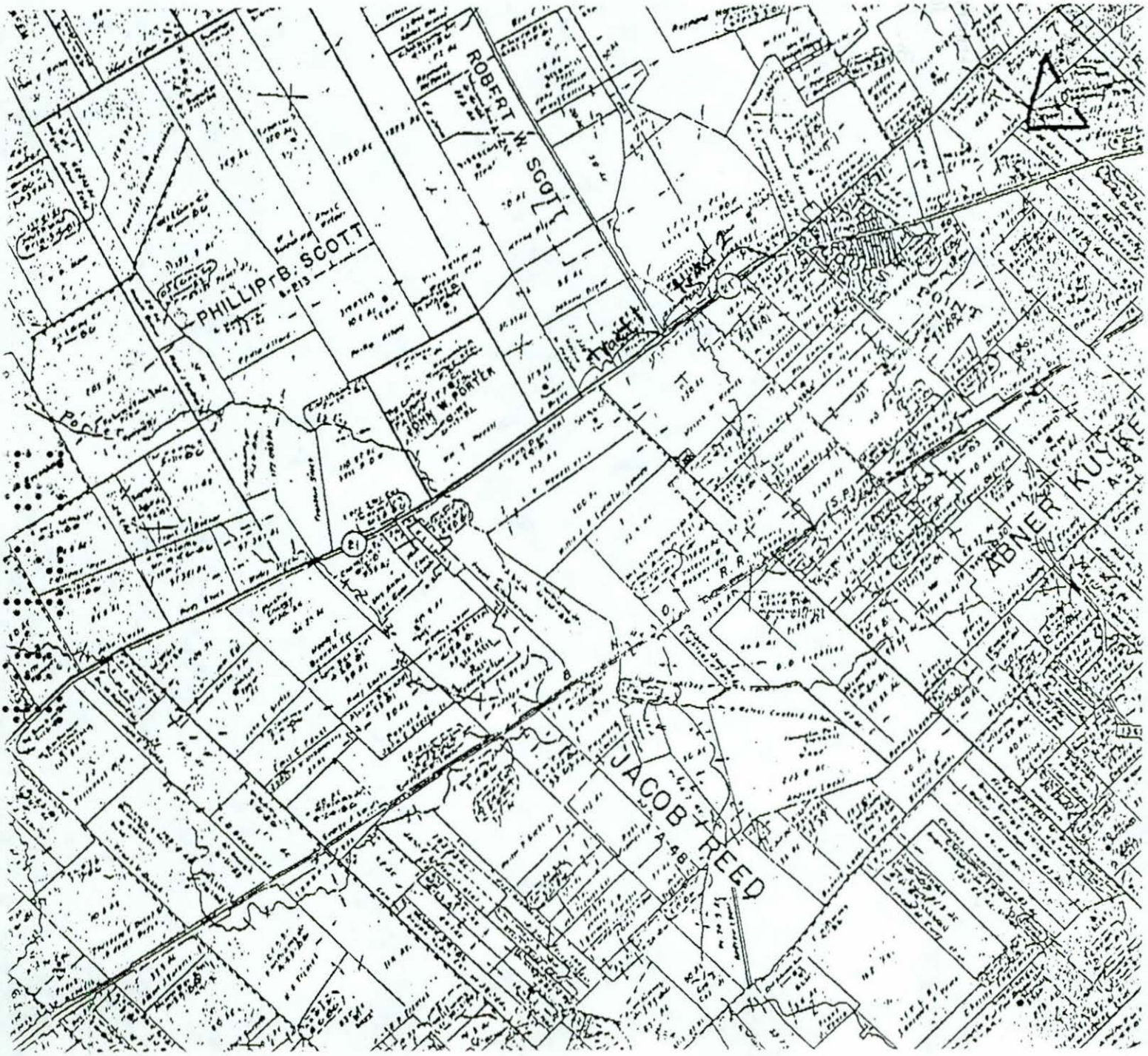
THENCE Southwest along said North fence of Highway 21 a distance of 1460 feet to a point which is 50 feet from the center of the proposed highway;

THENCE S. 52 degrees 58 minutes West along a line parallel to and 50 feet from the center of the proposed highway a distance of 1000 feet to the place of beginning, containing 4.2 acres.

EXHIBIT B

TRACT 1

TRACT 2



(7)

File No. MF-94859

Title opinion

Date Filed:

Jerry E. Patterson, Commissioner

By

55876-W (A)

10-15-01

of 70 feet to a point which is 50 feet from the center of the proposed highway at station 1245 plus 50 Thence North 54 degrees 28 minutes East along a line parallel to and 50 feet from the center of the proposed highway a distance of 2612 feet to a point in a fence line; Thence in a Southeast direction along said fence a distance of 50 feet to the point of beginning. containing 2.42 Acres. Note; This deed includes permission for cutting channel off R.O.W, And it is further agreed that the said S.L. Piwetz et al in consideration of the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may be found upon said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and hereditaments thereunto in anywise belonging unto the said State of Texas and its assigns; And We hereby binds ourselfs our heirs, executors and administrators to forever warrant and defend the rights and title to said premises unto the said State of Texas against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands, this the 26 day of March, A.D. 1932.

L.& R. Fleckenstein Est.
By S.L. Piwetz Adm.
By J.C. Ricke Adm.

THE STATE OF TEXAS.
COUNTY OF BURLESON.

BEFORE me C.A. Bain a Notary public in and for Burleson County, Texas, on this day personally appeared J.C. Ricke known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. and in the capacity therein expressed.

GIVEN UNDER my hand and seal of office, this 25th. day of January, A.D. 1933.

(L.S.)

C.A. Bain
Notary Public in and for Burleson County, Texas.

STATE OF TEXAS.
COUNTY OF BURLESON.

Before me, C.A. Bain a notary public in and for said County and State, on this day personally appeared S.L. Piwetz, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 26th. day of March A.D. 1932.

(L.S.)

C.A. Bain
Notary Public, Burleson County, Texas.

Filed for Record Sept. 18,1933 at 5 o'clock P.M.
And Recorede September 25,1933 at 4 o'clock P.M.

W.H.Hundley
County Clerk

By Willie Norville DE puty.

****

RIGHT-OF-WAY DEED. C.R. Runkle et al to State of Texas.

Vol. 76
Pg. 408

STATE OF TEXAS.
COUNTY OF BURLESON. KNOW ALL MEN BY THESE PRESENTS:

THAT, We C.R. Runkle, Miss Fannie Runkle a feme Sole, Mrs. Willie Spears a widow , Mrs. Kate Collins and husband C Collins, of the County of State of Texas, for and in consideration of the sum of One Hundred Fifty and No/100 ($150.00) to us in hand paid by the State of Texas, acting through the State Highway Commission, receipt of which is here by acknowledged and confessed, have GRANTED, SOLD and CONVEYED, and do by these presents GRANT, SELL AND CONVEY unto the State of Texas the following described tract or parcel of land situated in the County of Burleson State of Texas, being more particularly described as follows:

A tract of land out of the R.W. Scott survey to be used, together with the present highway for right of way purposes and described as follows:

Beginning at a point on a line between the M.J. Runkle and the Gabe Jones property said point being 130 feet from the north fence line of the present highway 21 and 50 feet from the center of the proposed highway: Thence S. 52 degrees 58 minutes West along a line parallel to and 50 feet from the center of the proposed highway a distance of 465 feet to a point in the North fence line of the present highway 21; Thence West and Southwest along the North fence line of the present highway 21 a distance of approximately 1450 feet to the South corner of the M.J. Runkle tract; Thence in a Northwesterly direction along a line between the Runkle tract and the Somerfield tract a distance of 60 feet to a point which is 50 feet from the center of the proposed highway at station 1283 plus 50 ; Thence North 52 degrees 58 minutes East along a line parallel to and 50 feet from the center of the proposed highway a distance of 1935 feet to a point in a fence between the Runkle property and the Gabe Jones property; Thence Southeast along said fence a distance of 100 feet to the place of beginning Containing 2.92 Acres.

And it is further agreed that the said C.R. Junkle etal in consideration of the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may be found upon said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and hereditaments thereunto in anywise belonging unto the said State of Texas and its assigns;

And we hereby binds ourselves, our heirs, executors and administrators to forever warrant and defend the rights and title to said premises unto the said State of Texas against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands, this the 16 day of January , A.D. 1933.

C.R. Runkle
Chas. E.Collins, Miss Fannie Runkle
Mrs. Willie Spears
Mrs. Kate Collins

THE STATE OF TEXAS.
COUNTY OF BEXAR.

BEFORE ME THE UNDERSIGNED A Notary public in and for said County and State, on this day personally appeared Mrs. Willie Spears 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 21st. day of January 1933.

(8)

File No. MF-94859

Right-of-way-Deed

Date Filed: _____

Jerry E. Patterson, Commissioner

By _____

558/76-W (8)

10-15-01

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 5th day of May 19 76, between

Adolph Hronek, et ux, Ella Bernice Hronek

lessor (whether one or more), whose address is: Rt. 3, Caldwell, Texas 77836

and Fred Prickett, lessee, WITNESSETH:

1. Lessor, in consideration of Ten and 00/100 Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Burleson, State of Texas, and is described as follows:

Being 81.85 acres of land, more or less, described in two tracts as follows:

First Tract: Being 26.15 acres of land, more or less, out of the Robert W. Scott Survey, A-214, and being that same land described in Deed dated January 20, 1973 from Raymond J. Novorak to A. G. Hronek, and recorded in Volume 207, Page 471 of the Deed Records of Burleson County, Texas.

Second Tract: Being 55.698 acres of land, more or less, out of the Robert W. Scott Survey, A-214, and being the land set out to A. G. Hronek in that Partition Deed between Melvin Hronek, et al, dated June 16, 1965, and recorded in Volume 158, Page 616 of the Deed Records of Burleson County, Texas, to which records reference is here made in aid of description.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus, delay rental or other payment hereunder, said land shall be deemed to contain 81.85 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus and agrees to accept the delay rental as lump sum considerations for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of ~~XXX~~ five (10) years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to the amount of annual delay rental provided for in this lease. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in a depository bank provided for below. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitaton, any delay rental and shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If operations are not conducted on said land on or before the first anniversary date hereof, this lease shall terminate as to both parties, unless lessee on or before said date shall, subject to the further provisions hereof, pay or tender to lessor or to lessor's credit in the Caldwell National Bank at Caldwell, Texas 77836, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ 81.85, which shall operate as delay rental and cover the privilege of deferring operations for one year from said date. In like manner and upon like payments or tenders, operations may be further deferred for like periods of one year each during the primary term. If at any time that lessee pays or tenders delay rental, royalties, or other moneys, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such rental, royalties, or other moneys, in the manner herein specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to lessor or to a depository bank on or before the last date for payment. Said delay rental shall be apportionable as to said land on an acreage basis, and a failure to make proper payment of any delay rental as to any portion of said land or as to any interest therein shall not affect this lease as to any portion of said land payment of which is properly made, or as to any interest therein for which proper payment is made. Any payment hereunder which is made to a bank which is not the depository for the purpose of receiving such payment shall be deemed to be made when received by the depository. Lessee shall have the right at any time to surrender this lease, in whole or in part, to lessor or any assignee of lessor by delivering or mailing a release to lessor or such assignee or by placing a release of record in the proper county, and thereupon lessee shall be relieved of all obligations, express or implied, as to the acreage surrendered, and all rights and liabilities as to such acreage shall cease and determine, but all rights and liabilities as to the acreage not surrendered shall remain in full force and effect as to all of said land. If lessee surrenders this lease as to any portion of said land, lessee shall promptly file of record a release or releases in conformity with the provisions of this paragraph 5. The term "operations" as used in this lease shall mean any of the following: (1) drilling, reworking, deepening, plugging back, or testing a well or wells on said land or on acreage pooled therewith, (2) producing oil, gas or other minerals from said land or from acreage pooled therewith, (3) any other activity conducted on said land or on acreage pooled therewith which is reasonably calculated to obtain or restore production therefrom, (4) the payment of shut-in royalties hereunder, (5) the payment of delay rentals hereunder, (6) the payment of royalties hereunder, (7) the payment of any other moneys and the performance of any other obligations which result in the maintenance of this lease in force and effect. Whenever used in this lease the word "drilling" shall mean actual boring or drilling operations conducted in search of minerals, and the word "produce" or "production" shall mean capable of producing in paying quantities.

6. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder, and lessee shall have the right at any time to remove all machinery, fixtures, houses, buildings and other structures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of lessor. Lessee shall pay for damages caused by its operations to buildings and improvements on said land, and to timber and growing crops thereon. When requested by lessor, lessee shall bury its pipe lines below plow depth. No well shall be drilled on said land except as herein expressly provided. Lessee shall have the right at any time to comply with, enter into and perform such unitization or pooling agreements or operating agreements with respect to the land or any part thereof as it shall deem necessary or proper to prevent drainage or to secure the maximum production therefrom, and such agreements shall be binding upon lessor with respect to the land covered hereby.

7. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon, and all of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part or interest thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notice to lessee shall not be required of the fact of any change in ownership unless and until lessee shall have been furnished with the original or certified copy of the instrument or instruments effecting such change in ownership, and lessee shall have had a reasonable time after receipt thereof to comply therewith. If lessee is furnished with conflicting division orders or conveyances affecting the ownership of said land or the royalties payable hereunder, lessee shall have the right to withhold payment or royalties payable hereunder until such conflict has been corrected to the satisfaction of lessee. Lessee may pay or tender royalties, rentals and other moneys accruing to any royalty or mineral interest hereunder to the credit of the depository bank designated herein, or to the credit of any successor depository bank designated by lessor, and such payment or tender shall relieve lessee of all obligations with respect to such royalty or mineral interest.

8. All express or implied covenants of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

9. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land or any mineral or horizon thereunder, to execute and deliver to lessor or to file for record, a release or releases, and thereby surrender this lease as to such land, mineral or horizon, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

10. Lessor hereby warrants and agrees to defend the title to said land, and agrees that lessee at its option may discharge any tax, mortgage or other lien upon said land, and in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of lessee's rights under the warranty in event of failure of title, it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, whether or not lessee has executed or is executing operations hereunder, the royalties and other moneys accruing from any part as to which this lease covers less than such fee interest shall be paid only in the proportion which the interest therein covered by this lease bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. Should any one or more of the parties named as lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as lessor. The word "lessor" as used in this lease means any one or more or all of the parties who execute this lease as lessor. All the provisions of this lease shall be binding on the successors and assigns of lessor and lessee.

12. In the event lessor considers that lessee has not complied with its obligations hereunder, both implied and expressed, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of such notice within which to meet or commence to meet all or any part of the obligations breached by such notice, and lessee shall not be liable for damages for failure to comply therewith if lessee does so comply within such sixty (60) days. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling unit as hereinbefore provided for such well for the production therefrom, for a period of sixty (60) days and so long thereafter as additional drilling, reworking, or other operations are prosecuted thereon, or production therefrom is maintained, and (2) any part of the land included in a unit then being operated. After the expiration of the primary term of this lease, if lessee holds acreage in excess of the number of acres which lessee is entitled to hold under the continuous development provisions hereof, lessee may release all of the land and this lease shall terminate, except as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling unit as hereinbefore provided for such well for the production therefrom, for a period of sixty (60) days and so long thereafter as additional drilling, reworking, or other operations are prosecuted thereon, or production therefrom is maintained, and (2) any part of the land included in a unit then being operated. Lessee may accomplish such release by recording an appropriate instrument identifying the lands to be released.

13. Lessor hereby agrees that during the primary term hereof, lessor will not grant, sell or lease any additional interest in the land described herein, or any part thereof, on which lessee is then conducting operations, except subject to the rights granted to lessee hereunder.

14. Lessor hereby waives the right to claim any homestead exemption in any lien or claim lessee may have against the land described herein.

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6. If at any time or times during the primary term operations are conducted on said land and if such operations are discontinued, this lease shall thereafter terminate on its anniversary date next following the ninetieth day after such discontinuance unless on or before such anniversary date lessee either (1) conducts operations or (2) commences or resumes the payment or tender of delay rental; provided, however, if such anniversary date is at the end of the primary term, or if there is no further anniversary date of the primary term, this lease shall terminate at the end of such term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 11 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

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

Adolph Hronek

Ella Bernice Hronek

STATE OF _____

COUNTY OF _____

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

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

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

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

My Commission Expires

_____

Notary Public in and for _____ County, State of _____

STATE OF _____

COUNTY OF _____

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

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

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

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

My Commission Expires

_____

Notary Public in and for _____ County, State of _____

STATE OF TEXAS

COUNTY OF BURLESON

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Adolph Hronek and Ella Bernice Hronek husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5TH day of May, 1976

My Commission Expires 6-1-77

HAROLD R. TOWSLEE
NOTARY PUBLIC
BURLESON COUNTY, TEXAS

Notary Public in and for Burleson County, State of Texas

18.452

COUNTY OF BURLESON

Producers 88 (7-69)
With 640 Acres Pooling Provision

Oil, Gas and Mineral Lease

No.

FROM

TO

Dated

No. Acres

Term

County,

This instrument was filed for record on the 2 day of July, 19 76, at 11:00 o'clock A.M., and duly recorded in Book Page of the records of this office.

When recorded return to

County Clerk

By Deputy

Pound Printing & Stationery Co., Houston, Texas

2491

shall thereafter terminate as to [illegible] next following the ninetieth day after such [illegible] discontinued, this lease date lessee either (1) conducts operations or (2) commences or resumes the payment or tender of [illegible] rental; provided, however, if such anniversary date is at the end of the primary term, or if there is no further anniversary date of the primary term, this lease shall terminate at the end of such term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 11 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, delay rental, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, delay rental, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties, delay rental, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above. In the event of assignment of this lease as to any part (whether divided or undivided) of said land, the delay rental payable hereunder shall be apportionable as between the several leasehold owners, ratably according to the surface area or undivided interests of each, and default in delay rental payment by one shall not affect the right of other leasehold owners hereunder.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties, delay rental, and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term and the delay rental provisions hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

12. Lessee shall at all times keep closed all gates on lands subject hereto and repair all damages to fences, roads, irrigation systems and bridges inflicted by operations hereunder. Lessee shall fill all slush pits and excavations of all kinds, so as to return the surface to its original condition as nearly as practical within a reasonable length of time after the abandonment of the use of such pits and excavations. Lessee shall pay lessor all damages to crops, livestock and other property caused by operations of Lessee hereunder.

13. This lease covers only oil, gas, sulphur and associated hydrocarbons. All other minerals are expressly reserved by Lessor. The term "other minerals" and all references thereto are hereby deleted from this lease. This provision shall take precedence over all printed paragraphs of the lease.

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

[redacted]

Adolph Hronek

Ella Bernice Hronek

My Commission Expires

Notary Public in and for _____ County, State of _____.

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

STATE OF TEXAS

COUNTY OF BURLESON

Before me, the undersigned authority, on this day personally appeared Adolph Hronek and Ella Bernice Hronek husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5TH day of May, 1976.

My Commission Expires 6-1-77

18 452

HAROLD R. TOWSLEE
NOTARY PUBLIC
BURLESON COUNTY, TEXAS

Notary Public in and for Burleson County, State of Texas.

COUNTY OF BURLESON

Producers 88 (7-69)
With 640 Acres Pooling Provision

No. _____

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19__

No. Acres _____

Term _____ County _____

This instrument was filed for record on the 28 day of July, A.D. 19 76, at 11:00 o'clock A. M., and duly recorded in Book _____, Page _____ of the records of this office.

By Evelyn M. Kirby, Deputy

When recorded return to

John L. Kruppel
County Clerk

Pound Printing & Stationery Co., Houston, Texas

$16.00

CULLEN CENTER BANK & TRUST
HOUSTON, TEXAS

CUSTOMER'S DRAFT

Oil and Gas Lease
Burleson County, Texas
At 10 days Sight

May 5 19 76

PAID
CULLEN CENTER BANK & TRUST
MAY 25 1976

PAY TO THE ORDER OF Adolph Hronek and Ella Bernice Hronek EXCHANGE $ 409.24
WITH EXCHANGE AND COLLECTION CHARGES

FOUR HUNDRED-NINE AND 24/100 - - - DOLLARS

VALUE RECEIVED AND CHARGE ACCOUNT OF
CULLEN CENTER BANK & TRUST

BY

TO Fred Prickett
Cullen Center Bank & Trust
Houston, Texas 77002

Fred Prickett

CLARKE & COURTS, INC FORM 790 D E

16.21.01


Carolyn Mooney
& Ida Bernice Kroneke

Producers 88 (7-69)
With 640 Acres Pooling Provision

Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 29th day of April 19 76, between

Melvin W. Hronek and wife, Lois

lessor (whether one or more), whose address is: Rt. 3, Caldwell, Texas 77836
and Fred Prickett, lessee, WITNESSETH:

1. Lessor, in consideration of Ten and 00/100 Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Burleson, State of Texas, and is described as follows:

Being 405.498 acres of land, more or less in Burleson County, Texas, described in five tracts as follows:

First Tract: 58.768 acres, more or less, in the Jacob Reed Survey, A-48, and being all of that tract containing 60.768 acres, more or less, described in deed dated March 8, 1975 from Kenneth Hronek to Melvin Hronek, and recorded in Volume 225, Page 633 of the Deed Records of Burleson County, Texas, SAVE AND EXCEPT, THEREFROM: 2 acres, more or less, described in deed dated February 14, 1976 from Melvin Hronek to Joe D. Smith, and recorded in Volume 231, Page 240 of the Deed Records of Burleson County, Texas.

Second Tract: Being 100 acres, more or less, in the Jacob Reed Survey, A-48, and being the same land described in deed dated May 22, 1969, from Lydia M. Sebesta to Melvin W. Hronek and Kenneth Hronek, and recorded in Volume 178, Page 134 of the Deed Records of Burleson County, Texas.

Third Tract: Being 132.3 acres of land, more or less, in the Abner Kuykendall Survey, A-34 and the R. W. Scott Survey, A-214, and being the same land described in deed Dated August 12, 1948 from W. H. Drgac, et al, to Melvin Hronek, and recorded in Volume 103, Page 61 of the Deed Records of Burleson County, Texas.

Fourth Tract: Being 55.30 acres of land, more or less, in the R. W. Scott Survey, A-214, and being that same land set out to Melvin Hronek in that Partition Deed dated June 16, 1965, between Melvin Hronek, et al, recorded in Volume 158, Page 616 of the Deed Records of Burleson County, Texas.

Fifth Tract: Being 109.05 acres, more or less, in the James Hall Survey, A-28, and being the same land described in deed from Will Macat to Melvin Hronek, dated November 28, 1962 and recorded in Volume 149, Page 601 of the Deed Records of Burleson County, Texas, to which records reference is here made in aid of description.

Melvin W. Hronek
Signed for Identification

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tive for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitaton, any delay rental and shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If operations are not conducted on said land on or before the first anniversary date hereof, this lease shall terminate as to both parties, unless lessee on or before said date shall, subject to the further provisions hereof, pay or tender to lessor or to lessor's credit in the Caldwell National Bank at Caldwell, Texas 77836, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $405.50, which shall operate as delay rental and cover the privilege of deferring operations for one year from said date. In like manner and upon like payments or tenders, operations may be further deferred for like periods of one year each during the primary term. If at any time that lessee pays or tenders delay rental, royalties, or other moneys, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such rental, royalties, or other moneys, in the manner herein specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to lessor or to a depository bank on or before the last date for payment. Said delay rental shall be apportionable as to said land on an acreage basis, and a failure to make proper payment or tender of delay rental as to any portion of said land or as to any interest therein shall not affect this lease as to any portion of said land or as to any interest therein as to which proper payment or tender is made. Any payment or tender which is made in an attempt to make proper payment, but which is erroneous in whole or in part as to parties, amounts, or depository shall nevertheless be sufficient to prevent termination of this lease and to extend the time within which operations may be conducted in the same manner as though a proper payment had been made; provided, however, lessee shall correct such error within thirty (30) days after lessee has received written notice thereof from lessor. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest. If this lease is so released as to all minerals and horizons under a portion of said land, the delay rental and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the acreage released bears to the acreage which was covered by this lease immediately prior to such release,

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This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus, delay rental or other payment hereunder, said land shall be deemed to contain 405.498 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus and agrees to accept the delay rental as lump sum considerations for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of five (5) years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to the amount of annual delay rental provided for in this lease. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in a depository bank provided for below. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any delay rental and shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If operations are not conducted on said land on or before the first anniversary date hereof, this lease shall terminate as to both parties, unless lessee on or before said date shall, subject to the further provisions hereof, pay or tender to lessor or to lessor's credit in the Caldwell National Bank at Caldwell, Texas 77836, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $405.50, which shall operate as delay rental and cover the privilege of deferring operations for one year from said date. In like manner and upon like payments or tenders, operations may be further deferred for like periods of one year each during the primary term. If at any time that lessee pays or tenders delay rental, royalties, or other moneys, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such rental, royalties, or other moneys, in the manner herein specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to lessor or to a depository bank on or before the last date for payment. Said delay rental shall be apportionable as to said land on an acreage basis, and a failure to make proper payment or tender of delay rental as to any portion of said land or as to any interest therein shall not affect this lease as to any portion of said land or as to any interest therein as to which proper payment or tender is made. Any payment or tender which is made in an attempt to make proper payment, but which is erroneous in whole or in part as to parties, amounts, or depository shall nevertheless be sufficient to prevent termination of this lease and to extend the time within which operations may be conducted in the same manner as though a proper payment had been made; provided, however, lessee shall correct such error within thirty (30) days after lessee has received written notice thereof from lessor. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest. If this lease is so released as to all minerals and horizons under a portion of said land, the delay rental and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the acreage released bears to the acreage which was covered by this lease immediately prior to such release.

6. If at any time or times during the primary term operations are conducted on said land and all operations are discontinued, this lease shall thereafter terminate on its anniversary date next following the ninetieth day after such discontinuance unless on or before such anniversary date lessee either (1) conducts operations or (2) commences or resumes the payment or tender of delay rental; provided, however, if such anniversary date is at the end of the primary term, or if there is no further anniversary date of the primary term, this lease shall terminate at the end of such term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 11 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns,

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

[redacted]

Melvin W. Hronek

Lois Hronek

STATE OF _____

COUNTY OF _____

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

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

known to me to be the person___ whose name___ is (are) subscribed to the foregoing instrument, and acknowledged to me that___ executed the same as_____ free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this_____ day of_____, 19___.

My Commission Expires

_____

Notary Public in and for_____ County, State of_____.

STATE OF _____

COUNTY OF _____

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

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

known to me to be the person___ whose name___ is (are) subscribed to the foregoing instrument, and acknowledged to me that___ executed the same as_____ free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this_____ day of_____, 19___.

My Commission Expires

_____

Notary Public in and for_____ County, State of_____.

STATE OF TEXAS

COUNTY OF BURLESON

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Melvin W. Hronek and Lois Hronek husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24 day of April, 19 76.

My Commission Expires

6-1-77

Notary Public in and for Burleson, County, State of Texas

Producers 88 (7-69)
With 640 Acres Pooling Provision

No._____

Oil, Gas and Mineral Lease

FROM

TO

Dated_____, 19___

No. Acres_____

Term_____ County_____

This instrument was filed for record on the 28 day of July, 19 76 at 11:00 o'clock A.M., and duly recorded in Book_____, Page_____ of the_____ records of this office.

By Evelyn M. Kelly, Deputy — County Clerk

When recorded return to

Pound Printing & Stationery Co., Houston, Texas

#8.00

6. If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate on its anniversary date next following the ninetieth day after such discontinuance unless on or before such anniversary date lessee either (1) conducts operations or (2) commences or resumes the payment or tender of delay rental; provided, however, if such anniversary date is at the end of the primary term, or if there is no further anniversary date of the primary term, this lease shall terminate at the end of such term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 11 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, delay rental, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, delay rental, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties, delay rental, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above. In the event of assignment of this lease as to any part (whether divided or undivided) of said land, the delay rental payable hereunder shall be apportionable as between the several leasehold owners, ratably according to the surface area or undivided interests of each, and default in delay rental payment by one shall not affect the right of other leasehold owners hereunder.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties, delay rental, and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term and the delay rental provisions hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

12. Lessee shall at all times keep closed all gates on lands subject hereto and repair all damages to fences, roads, irrigation systems and bridges inflicted by operations hereunder. Lessee shall fill all slush pits and excavations of all kinds, so as to return the surface to its original condition as nearly as practical within a reasonable length of time after the abandonment of the use of such pits and excavations. Lessee shall pay lessor all damages to crops, livestock and other property caused by operations of Lessee hereunder.

13. This lease covers only oil, gas, sulphur and associated hydrocarbons. All other minerals are expressly reserved by Lessor. The term "other minerals" and all references thereto are hereby deleted from this lease. This provision shall take precedence over all printed paragraphs of the lease.

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

18 408

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

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

My Commission Expires

Notary Public in and for County, State of

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

STATE OF TEXAS

COUNTY OF BURLESON

Before me, the undersigned authority, on this day personally appeared Melvin W. Hronek and Lois Hronek husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24 day of April , 1976.

My Commission Expires 6-1-77

18 409

Notary Public in and for Burleson, County, State of Texas

Oil, Gas and Mineral Lease

Producers 88 (1959) With 640 Acres Pooling Provision

No.

FROM

TO

Dated , 19

No. Acres

Term

County

This instrument was filed for record on the 27 day of July A.D. 1976, at 11:08 o'clock A.M., and duly recorded

Book , Page

By Evelyn M. Harrell, Deputy

When recorded return to

of the records of this office.

Evelyn M. Harrell, County Clerk

Found Printing & Stationery Co., Houston, Texas

COURTESY OF
CULLEN CENTER BANK & TRUST
HOUSTON, TEXAS

CUSTOMER'S DRAFT

Oil, Gas & Mineral Lease
Burleson County, Texas
At 10 days sight

April 29 19 76

PAY TO THE ORDER OF Melvin W. Hronek and Lois Hronek $ 2027.49

WITH EXCHANGE AND COLLECTION CHARGES

TWO THOUSAND-TWENTY-SEVEN AND 49/100 - DOLLARS

VALUE RECEIVED AND CHARGE THE SAME TO ACCOUNT OF

TO Fred Prickett
Cullen Center Bank & Trust
Houston, Texas 77002

MAY 7 1976
CULLEN CENTER BANK & TRUST
BY:

Fred Prickett

CLARKE & COUSINS, INC. FORM 700 OF

10-12-91

Melanie M. Hoods
Laird Bronk

(9)

File No. MF-94859

Adjacent Lease (two)

Date Filed:

Jerry E. Patterson, Commissioner

By

b5&b-w (b)

10-15-97

2200

DO NOT DESTROY

GLO-36-10-84 -MEMO-

Operator Union Pacific Resources

Unit Name Hronek-HRONEK#

County Burleson County

Effective Date 3-2-92

Unitized for: Oil ___ Gas ___ Oil & Gas ✓

1. M.F. No. 094859

Area HROW Tr. ___

Sec. ___ Blk. ___ Survey ___

3.01 / 220.98 x 1/8 .1702 %

.013602 .125 .001702

2. M.F. No. ___

Area ___ Tr. ___

Sec. ___ Blk. ___ Survey ___

___ x ___ . ___ %

3. M.F. No. ___

Area ___ Tr. ___

Sec. ___ Blk. ___ Survey ___

___ x ___ . ___ %

4. M.F. No. ___

Area ___ Tr. ___

Sec. ___ Blk. ___ Survey ___

___ x ___ . ___ %

REMARKS:

GIS-AS

#2200 170 8.

JIM BURGIN & ASSOCIATES, INC.

P.O. Box 395
Fulshear, Texas 77441-0395

A Professional Energy Group
Telephone: (713) 346-1584
Fax: (713) 346-2307

April 14, 1992

Mr. Gary Mauro
Commissioner of the General Land Office of the State of Texas
Stephen F. Austin Building
1700 North Congress
Austin, Texas 78701

M-94859

Re: Oil and Gas Lease to Union Pacific Resources Company
dated January 21, 1992 for 5 year term
3.01 acres, ROBERT W. SCOTT SURVEY, A-214,
Burleson County, Texas

Dear Mr. Mauro:

In compliance with paragraph 4c of the above referenced lease, Union Pacific Resources Company herein submits certified copies of the Hronek-Hronek Unit Well No. 1 Unit Designation executed in 4 counterparts.

If you have any questions regarding this matter, please contact Mr. James Blake, Mail Station 3308, Union Pacific Resources Company, Burnett Plaza-31st Floor, 801 Cherry Street, Fort Worth, Texas 76102.

Sincerely,

Jim Burgin & Associates, Inc.

By: Brant Payne
Brant Payne

RECEIVED
APR 16 1992
ENERGY RESOURCES

DESIGNATION OF UNIT 1471

HRONEK-HRONEK UNIT NO. 1

STATE OF TEXAS

COUNTY OF BURLESON

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of valid and subsisting oil, gas, and mineral leases listed in Exhibit "A", attached hereto and made a part hereof, insofar as said oil, gas, and mineral leases cover and affect the land and depths described on Exhibit "B", attached hereto and made a part hereof, do, by virtue of the authority conferred by the terms of such oil, gas, and mineral leases and all amendments and corrections thereto, hereby pool, consolidate, combine, and unitize said oil, gas, and mineral leases, the leasehold rights, overriding royalty, and royalty interests therein and thereunder, for the purpose of drilling for, development, and production of oil, gas, and liquid hydrocarbons (including condensate, distillate, and other liquids). The unit (hereinafter "Unit") shall be comprised of the land and interval described on the attached Exhibit "B", as depicted on the Plat attached hereto as Exhibit "C".

If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair, or invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.

This Designation of Unit covers all production from the land and depths described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit area. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

The undersigned reserve the right to amend this Designation of Unit from time to time, and at any time, in order to correct any error herein or to include in this Unit any newly acquired interests within the Unit boundaries or to enlarge the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the subject leases, by appropriate amendments or instruments correcting or committing any such interest to this Unit. Any such Amendment may be executed by the Operator of the Unit, on behalf of the undersigned, provided that such Amendment will not change the interests of the owners in the Unit.

By execution of this Designation of Unit, the undersigned do not exhaust their right to pool the leases and lands hereinabove described with other leases and lands as to any other minerals, horizon, or strata covered thereby, and they expressly reserve to themselves, their assignees, or successors in interest, the right and power to pool or unitize the above described leases and lands with any other leases, lands, horizons, or strata in the vicinity and so far as the power, right, and authority to do so is granted in the subject leases and various agreements and so long as such power and authority is exercised in accordance with applicable rules and regulations of any governmental regulatory body or agency having jurisdiction.

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This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument. This Unit may not be ratified or joined in by any party who is not named hereinbelow without the consent of the parties hereto.

The Unit hereby created shall be effective as of the date of first production from the Unit, and shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the leases covering the Unit are maintained in force by payment or tender of shut-in royalties or by other means, in accordance with the terms of said leases.

IN WITNESS WHEREOF, this Designation of Unit is executed on this 2nd day of March, 1992.

UNION PACIFIC RESOURCES COMPANY

By: Debra Johnson
Its: Attorney-in-Fact

COLUMBIA GAS DEVELOPMENT CORPORATION

By: _____
Its: _____

_____
Charles W. Alcorn, Jr.

Fred C. Alcorn
Fred C. Alcorn

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 2nd day of March, 1992, by Debra Johnson, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.

Charlotte Campbell
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/25/95

Charlotte Campbell
Notary Public in and for the
State of Texas
My commission expires: 03/25/95

VOL 199 PAGE 175

175

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1992, by _____, the _____ of COLUMBIA GAS DEVELOPMENT CORPORATION, a _____ corporation, on behalf of said corporation.

_____
Notary Public in and for the
State of _____
My commission expires:_____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1992, by Charles W. Alcorn, Jr.

_____
Notary Public in and for the
State of _____
My commission expires:_____

STATE OF Texas
COUNTY OF Harris

This instrument was acknowledged before me on the 16th day of March, 1992, by Fred C. Alcorn.

ALICE J. WILKINSON
NOTARY PUBLIC
STATE OF TEXAS
Commission Expires 3-10-96

Alice J. Wilkinson
Notary Public in and for the
State of _____
My commission expires:_____

Law Department Approved
DESUNIT.O&G

Exhibit "A"

Attached to and made a part of that certain "Designation of Unit - Hronek-Hronek Unit No. 1" dated 3-2, 1992.

Lessor: Walter Lee Lightsey, et ux TX-8121
Lessee: Fred Prickett
Dated: April 23, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 382

Lessor: Commissioner of the General Land Office of the State of Texas
Lessee: Union Pacific Resources Company, et al.
Dated: January 21, 1992
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume ____, Page ____

Lessor: Adolph Hronek, et ux TX-8169
Lessee: Fred Prickett
Dated: May 5, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 451

Lessor: Melvin M. Hronek, et ux TX-8135(2)
Lessee: Fred Prickett
Dated: April 29, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 406

Lessor: Melvin Hronek, et ux TX-43427
Lessee: Union Pacific Resources Company
Dated: September 12, 1991
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 191, Page 183

Lessor: Antonia H. Mendez, et al. TX-43786
Lessee: Union Pacific Resources Company
Dated: September 26, 1991
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 191, Page 325

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Exhibit "B"

Attached to and made a part of that certain "Designation of Unit- Hronek-Hronek Unit No.1 "dated 3-2, 1992.

Hronek - Hronek Unit Well No. 1
220.98 Acre Unit
Union Pacific Resources Company
A. Kuykendall Survey, A-34
Robert W. Scott Survey, A-214
Burleson County, Texas

Field notes of a 220.98 acre tract or parcel of land, lying and being situated in the A. Kuykendall Survey, Abstract No. 34 and the Robert W. Scott Survey, Abstract No. 214, and consisting of the following tracts:

All of the called 130 acre - First Tract and all of the called 2.3 acre - Second Tract described in the deed from W. H. Drgac and Albina Drgac to Melvin M. Hronek and wife, Lois Hronek, as recorded in Volume 103, Page 61, of the Deed Records of Burleson County, Texas;

All of the called 32.360 acre - First Tract (Part 1) and all of the called 32.360 acre - First Tract (Part 2) described in the Correction Partition Deed by and between Melvin M. Hronek and A. G. Hronek, as recorded in Volume 282, Page 515, of the Deed Records of Burleson County, Texas;

Part of the called 130.1 acre - First Tract described in the deed from J. Earl Porter to W. L. Lightsey as recorded in Volume 81, Page 342, of the Deed Records of Burleson County, Texas;

All of the called 2.16 acre tract described in the deed from W. L. Lightsey to Ned Mendez, as recorded in Volume 103, Page 465, of the Deed Records of Burleson County, Texas;

All of the called 2.92 acre tract which is part of the original 100' wide right-of-way of State Highway No. 21, described in the deed form C. R. Runkle, et all, to the State of Texas, as recorded in Volume 76, Page 408, of the Deed Records of Burleson County, Texas and said 220.98 acre tract being more particularly described as follows:

BEGINNING at the 1/2" iron rod found at an 8" creosote post fence corner in the southwest line of County Road No. 215 marking the east corner of the beforementioned 130 acre tract;

THENCE S 44° 21' 09" W along the southeast line of the beforementioned 130 acre tract, adjacent to a fence, at a distance of 2486.87 feet, pass a 1/2" iron rod found at a 10" creosote post fence corner in the fenced northeast line of County Road No. 214, continue on, for a total distance of 2529.02 feet to the south corner of the 130 acre tract in the southwest line of the beforementioned A. Kuykendall Survey, Abstract No. 34;

THENCE N 45° 59' 44" W along the southwest line of the beforementioned 130 acre tract with said survey line and skewing across the beforementioned County Road No. 214, for a distance of 2576.00 feet to the southeast line of the beforementioned 2.92 acre tract, from which a 1/2" iron rod found at a cross-tie fence corner at the intersection of the fenced southeast line of Highway No. 21 and the fenced northeast line of County Road No. 214 bears S 77° 42' 00" E 57.11 feet;

THENCE S 53° 17' 33" W along the southeast line of the beforementioned 2.92 acre tract, for a distance of 223.49 feet to the south corner of the 2.92 acre tract;

Hronek - Hronek Unit Well No. 1
220.98 Acre Unit
Union Pacific Resources Company
A. Kuykendall Survey, A-34
Robert W. Scott Survey, A-214
Burleson County, Texas
Continued - Page 2

THENCE N 30° 29' 18" W along the southwest line of the beforementioned 2.92 acre tract and the beforementioned 32.360 acre tract (Melvin Hronek) at a distance of 173.5 feet, pass a Twin Hackberry tree fence corner in the fenced northwest right-of-way line of State Highway No. 21, continue on, adjacent to a fence, for a distance of 1636.99 feet to a fence post corner marking the west corner of the 32.360 acre tract;

THENCE N 58° 56' 19" E along the northwest line of the beforementioned 32.360 acre tracts, adjacent to a fence, at a distance of 1882.4 feet, pass a fence post corner marking the north corner of the 32.360 acre tract (A. G. Hronek) in the fenced southwest right-of-way line of F.M. No. 1362, continue on, across said F.M. No. 1362 and through the interior of the beforementioned called 130.1 acre tract, for a total distance of 2414.33 feet and corner;

THENCE S 31° 09' 53" E continuing through the interior of the beforementioned 130.1 acre tract, for a distance of 1354.32 feet to the northwest right-of-way line of the original 100' right-of-way of State Highway No. 21, a concrete right-of-way marker marking a transition point from Highway No. 21 to F.M. No. 1362 bears S 81° 00' 01" W 488.23 feet;

THENCE S 53° 42' 37" W along the original northwest right-of-way line of State Highway No. 21, for a distance of 494.42 feet to the intersection of the projected centerline of the beforementioned F.M. No. 1362, same being the north corner of the beforementioned 2.92 acre tract and in the southwest line of the beforementioned 130.1 acre tract;

THENCE S 31° 05' 23" E along the northeast line of the beforementioned 2.92 acre tract, with the projected centerline of F.M. No. 1362 and the southwest line of the beforementioned 130.1 acre tract, for a distance of 100.41 feet to the east corner of the 2.92 acre tract and the west corner of the beforementioned 2.16 acre tract and the north corner of the beforementioned 2.3 acre tract in the southeast right-of-way line of the original 100' wide right-of-way of State Highway No. 21;

THENCE N 53° 42' 37" E along the original southeast right-of-way line of State Highway No. 21, for a distance of 860.41 feet to the north corner of the beforementioned 2.16 acre tract;

THENCE S 45° 44' 50" E along the northeast line of the beforementioned 2.16 acre tract and the beforementioned 130.1 acre tract, adjacent to the fenced southwest line of the beforementioned County Road No. 215, at a distance of 57.4 feet, pass a concrete right-of-way marker in the existing southeast right-of-way line of State Highway No. 21, continue on, for a total distance of 2114.72 feet to the PLACE OF BEGINNING, containing 220.98 acres of land, more or less.

Bearings based on True North, obtained by Solar Observation.

LIMITED TO THE AUSTIN CHALK FORMATION as found between 7075 feet and 7187 feet in the Champlin A. Hronek #1 Well, which is located 468 feet from the Sly SE line and 2384 feet from the SW line of the R.W. Scott Survey, A-214, Burleson County, Texas.

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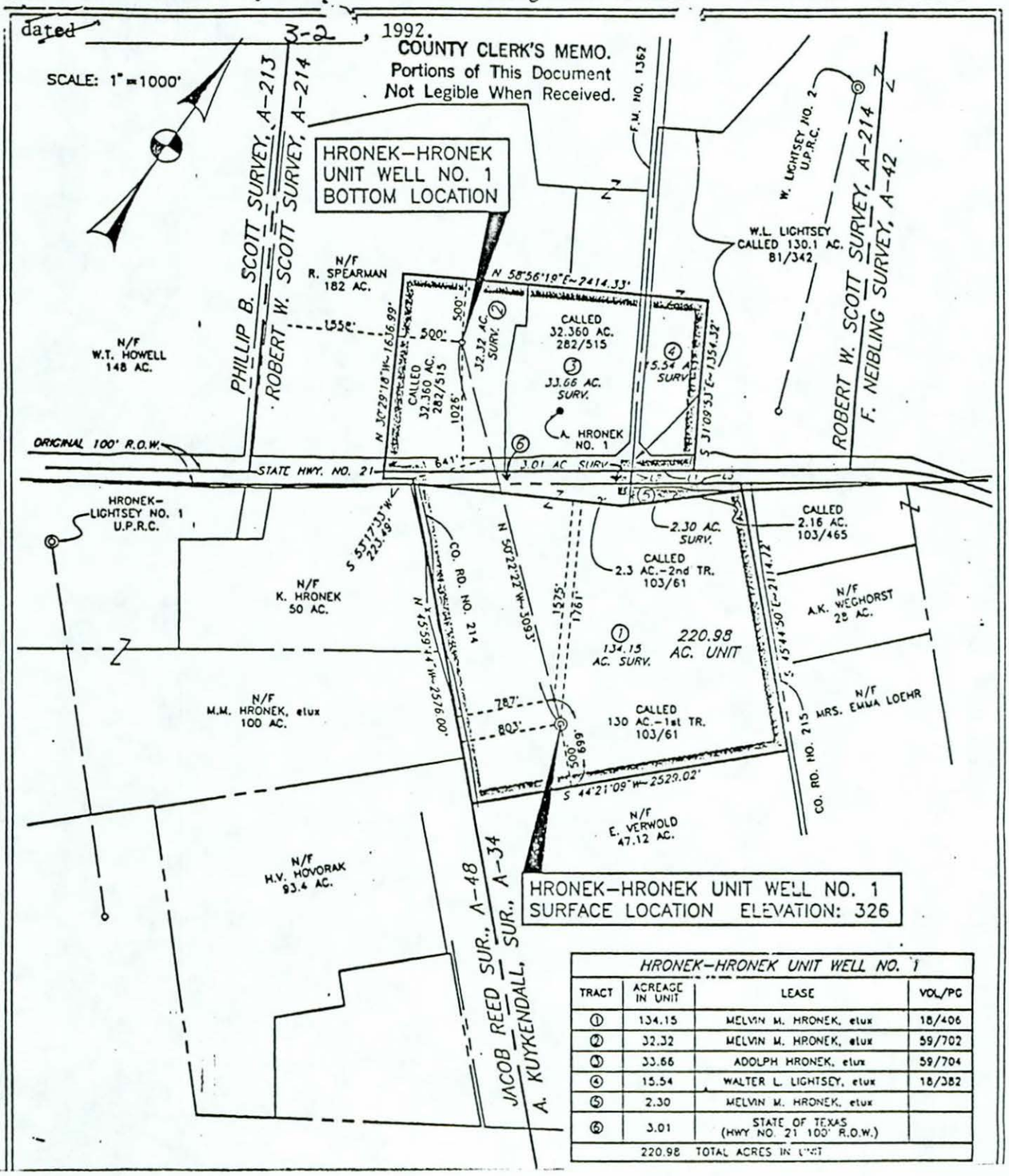
KLING ENGINEERING AND SURVEYING
BRYAN, TEXAS

EXHIBIT "C"

Attached to and made a part of that certain "Designation of Unit-- Hronek-Hronek Unit No. 1"

dated 3-2, 1992.

COUNTY CLERK'S MEMO.
Portions of This Document
Not Legible When Received.



HRONEK–HRONEK UNIT WELL NO. 1

TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
(1)	134.15	MELVIN M. HRONEK, etux	18/406
(2)	32.32	MELVIN M. HRONEK, etux	59/702
(3)	33.66	ADOLPH HRONEK, etux	59/704
(4)	15.54	WALTER L. LIGHTSEY, etux	18/382
(5)	2.30	MELVIN M. HRONEK, etux	
(6)	3.01	STATE OF TEXAS (HWY NO. 21 100' R.O.W.)	
220.98 TOTAL ACRES IN UNIT			

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NOTES:
1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED N 53°E- 5.8 MI. FROM CALDWELL
3. [redacted] INDICATES LIMITS OF UNIT.

LINE	BEARING	DIST.
L1	S 53°42'37" W	494.42'
L2	S 31°05'23" E	100.41'
L3	N 53°42'37" E	660.41'

FILED FOR RECORD
at 3:15 o'clock P M.
MAR 23 1992
EVELYN M. HENRY
COUNTY CLERK, BURLESON CO., TEX.
BY [signature] Deputy

COUNTY CLERK'S MEMO.
Portions of This Document
Not Legible When Received.

REVISED:10/08/91
Changed Hwy. Ac.

STATE OF TEXAS
REGISTERED
S. M. KLING
2003
PROFESSIONAL
LAND SURVEYOR

WELL LOCATION

HRONEK–HRONEK UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

A. KUYKENDALL SURVEY, A-34
ROBERT W. SCOTT SURVEY, A-214
BURLESON COUNTY, TEXAS

VOL 199 : 181

SURVEYED: SEPTEMBER, 1991

[signature]

BY: S.M. KLING R.P.L.S. NO. 2003

SCALE: 1" = 1000'

SEPTEMBER, 1991

THE STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 23 DAY OF March, 19 92, AT 3:15 O'CLOCK P. M., AND DULY RECORDED ON 30 DAY OF March, 19 92, AT 4:00 O'CLOCK P. M., IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 199, PAGE 174-181

WITNESS MY HAND AND OFFICIAL SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND YEAR ABOVE WRITTEN.

BY Anna L. Schelack DEPUTY

EVELYN M. HENRY
COUNTY CLERK, BURLESON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, County Clerk, Burleson County, Texas, do hereby certify that the foregoing is a true and correct copy of the original, as same appears of record in Vol. 199, Page 174-181, Oil & Gas Lease Records, Burleson County, Texas.

witness my hand and seal of office on this the 14th day of April, A.D, 19 92.

EVELYN M. HENRY
County Clerk, Burleson County, Texas
BY Anna L. Schulack
Deputy

DESIGNATION OF UNIT

HRONEK-HRONEK UNIT NO. 1 1472

STATE OF TEXAS

COUNTY OF BURLESON

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of valid and subsisting oil, gas, and mineral leases listed in Exhibit "A", attached hereto and made a part hereof, insofar as said oil, gas, and mineral leases cover and affect the land and depths described on Exhibit "B", attached hereto and made a part hereof, do, by virtue of the authority conferred by the terms of such oil, gas, and mineral leases and all amendments and corrections thereto, hereby pool, consolidate, combine, and unitize said oil, gas, and mineral leases, the leasehold rights, overriding royalty, and royalty interests therein and thereunder, for the purpose of drilling for, development, and production of oil, gas, and liquid hydrocarbons (including condensate, distillate, and other liquids). The unit (hereinafter "Unit") shall be comprised of the land and interval described on the attached Exhibit "B", as depicted on the Plat attached hereto as Exhibit "C".

If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair, or invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.

This Designation of Unit covers all production from the land and depths described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit area. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

The undersigned reserve the right to amend this Designation of Unit from time to time, and at any time, in order to correct any error herein or to include in this Unit any newly acquired interests within the Unit boundaries or to enlarge the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the subject leases, by appropriate amendments or instruments correcting or committing any such interest to this Unit. Any such Amendment may be executed by the Operator of the Unit, on behalf of the undersigned, provided that such Amendment will not change the interests of the owners in the Unit.

By execution of this Designation of Unit, the undersigned do not exhaust their right to pool the leases and lands hereinabove described with other leases and lands as to any other minerals, horizon, or strata covered thereby, and they expressly reserve to themselves, their assignees, or successors in interest, the right and power to pool or unitize the above described leases and lands with any other leases, lands, horizons, or strata in the vicinity and so far as the power, right, and authority to do so is granted in the subject leases and various agreements and so long as such power and authority is exercised in accordance with applicable rules and regulations of any governmental regulatory body or agency having jurisdiction.

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This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument. This Unit may not be ratified or joined in by any party who is not named hereinbelow without the consent of the parties hereto.

The Unit hereby created shall be effective as of the date of first production from the Unit, and shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the leases covering the Unit are maintained in force by payment or tender of shut-in royalties or by other means, in accordance with the terms of said leases.

IN WITNESS WHEREOF, this Designation of Unit is executed on this 2nd day of March, 1992.

UNION PACIFIC RESOURCES COMPANY

By: Debra Johnson
Its: Attorney-in-Fact

COLUMBIA GAS DEVELOPMENT CORPORATION

By: _____
Its: _____

Charles W. Alcorn, Jr.

_____
Fred C. Alcorn

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 2nd day of March, 1992, by Debra Johnson, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.

Charlotte Campbell
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/25/95

Charlotte Campbell
Notary Public in and for the
State of Texas
My commission expires: 03/25/95

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STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1992, by _____, the _____ of COLUMBIA GAS DEVELOPMENT CORPORATION, a _____ corporation, on behalf of said corporation.

_____
Notary Public in and for the
State of _____
My commission expires:_____

STATE OF Texas
COUNTY OF Victoria

This instrument was acknowledged before me on the 6th day of March, 1992, by Charles W. Alcorn, Jr.

PATTY SCHROETER
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-27-93

Patty Schroeter
Notary Public in and for the
State of _____
My commission expires:_____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1992, by Fred C. Alcorn.

_____
Notary Public in and for the
State of _____
My commission expires:_____

Law Department Approved
DESUNIT.O&G

Exhibit "A"

Attached to and made a part of that certain "Designation of Unit - Hronek-Hronek Unit No. 1" dated 3-2, 1992.

Lessor: Walter Lee Lightsey, et ux TX-8121
Lessee: Fred Prickett
Dated: April 23, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 382

Lessor: Commissioner of the General Land Office of the State of Texas
Lessee: Union Pacific Resources Company, et al.
Dated: January 21, 1992
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume ____, Page ____

Lessor: Adolph Hronek, et ux TX-8169
Lessee: Fred Prickett
Dated: May 5, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 451

Lessor: Melvin M. Hronek, et ux TX-8135(2)
Lessee: Fred Prickett
Dated: April 29, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 406

Lessor: Melvin Hronek, et ux TX-43427
Lessee: Union Pacific Resources Company
Dated: September 12, 1991
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 191, Page 183

Lessor: Antonia H. Mendez, et al. TX-43786
Lessee: Union Pacific Resources Company
Dated: September 26, 1991
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 191, Page 325

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Exhibit "B"

Attached to and made a part of that certain "Designation of Unit- Hronek-Hronek Unit No.1 "dated 3-2, 1992.

Hronek - Hronek Unit Well No. 1
220.98 Acre Unit
Union Pacific Resources Company
A. Kuykendall Survey, A-34
Robert W. Scott Survey, A-214
Burleson County, Texas

Field notes of a 220.98 acre tract or parcel of land, lying and being situated in the A. Kuykendall Survey, Abstract No. 34 and the Robert W. Scott Survey, Abstract No. 214, and consisting of the following tracts:

All of the called 130 acre - First Tract and all of the called 2.3 acre - Second Tract described in the deed from W. H. Drgac and Albina Drgac to Melvin M. Hronek and wife, Lois Hronek, as recorded in Volume 103, Page 61, of the Deed Records of Burleson County, Texas;

All of the called 32.360 acre - First Tract (Part 1) and all of the called 32.360 acre - First Tract (Part 2) described in the Correction Partition Deed by and between Melvin M. Hronek and A. G. Hronek, as recorded in Volume 282, Page 515, of the Deed Records of Burleson County, Texas;

Part of the called 130.1 acre - First Tract described in the deed from J. Earl Porter to W. L. Lightsey as recorded in Volume 81, Page 342, of the Deed Records of Burleson County, Texas;

All of the called 2.16 acre tract described in the deed from W. L. Lightsey to Ned Mendez, as recorded in Volume 103, Page 465, of the Deed Records of Burleson County, Texas;

All of the called 2.92 acre tract which is part of the original 100' wide right-of-way of State Highway No. 21, described in the deed form C. R. Runkle, et all, to the State of Texas, as recorded in Volume 76, Page 408, of the Deed Records of Burleson County, Texas and said 220.98 acre tract being more particularly described as follows:

BEGINNING at the 1/2" iron rod found at an 8" creosote post fence corner in the southwest line of County Road No. 215 marking the east corner of the beforementioned 130 acre tract;

THENCE S 44° 21' 09" W along the southeast line of the beforementioned 130 acre tract, adjacent to a fence, at a distance of 2486.87 feet, pass a 1/2" iron rod found at a 10" creosote post fence corner in the fenced northeast line of County Road No. 214, continue on, for a total distance of 2529.02 feet to the south corner of the 130 acre tract in the southwest line of the beforementioned A. Kuykendall Survey, Abstract No. 34;

THENCE N 45° 59' 44" W along the southwest line of the beforementioned 130 acre tract with said survey line and skewing across the beforementioned County Road No. 214, for a distance of 2576.00 feet to the southeast line of the beforementioned 2.92 acre tract, from which a 1/2" iron rod found at a cross-tie fence corner at the intersection of the fenced southeast line of Highway No. 21 and the fenced northeast line of County Road No. 214 bears S 77° 42' 00" E 57.11 feet;

THENCE S 53° 17' 33" W along the southeast line of the beforementioned 2.92 acre tract, for a distance of 223.49 feet to the south corner of the 2.92 acre tract;

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Hronek - Hronek Unit Well No. 1
220.98 Acre Unit
Union Pacific Resources Company
A. Kuykendall Survey, A-34
Robert W. Scott Survey, A-214
Burleson County, Texas
Continued - Page 2

THENCE N 30° 29' 18" W along the southwest line of the beforementioned 2.92 acre tract and the beforementioned 32.360 acre tract (Melvin Hronek) at a distance of 173.5 feet, pass a Twin Hackberry tree fence corner in the fenced northwest right-of-way line of State Highway No. 21, continue on, adjacent to a fence, for a distance of 1636.99 feet to a fence post corner marking the west corner of the 32.360 acre tract;

THENCE N 58° 56' 19" E along the northwest line of the beforementioned 32.360 acre tracts, adjacent to a fence, at a distance of 1882.4 feet, pass a fence post corner marking the north corner of the 32.360 acre tract (A. G. Hronek) in the fenced southwest right-of-way line of F.M. No. 1362, continue on, across said F.M. No. 1362 and through the interior of the beforementioned called 130.1 acre tract, for a total distance of 2414.33 feet and corner;

THENCE S 31° 09' 53" E continuing through the interior of the beforementioned 130.1 acre tract, for a distance of 1354.32 feet to the northwest right-of-way line of the original 100' right-of-way of State Highway No. 21, a concrete right-of-way marker marking a transition point from Highway No. 21 to F.M. No. 1362 bears S 81° 00' 01" W 488.23 feet;

THENCE S 53° 42' 37" W along the original northwest right-of-way line of State Highway No. 21, for a distance of 494.42 feet to the intersection of the projected centerline of the beforementioned F.M. No. 1362, same being the north corner of the beforementioned 2.92 acre tract and in the southwest line of the beforementioned 130.1 acre tract;

THENCE S 31° 05' 23" E along the northeast line of the beforementioned 2.92 acre tract, with the projected centerline of F.M. No. 1362 and the southwest line of the beforementioned 130.1 acre tract, for a distance of 100.41 feet to the east corner of the 2.92 acre tract and the west corner of the beforementioned 2.16 acre tract and the north corner of the beforementioned 2.3 acre tract in the southeast right-of-way line of the original 100' wide right-of-way of State Highway No. 21;

THENCE N 53° 42' 37" E along the original southeast right-of-way line of State Highway No. 21, for a distance of 860.41 feet to the north corner of the beforementioned 2.16 acre tract;

THENCE S 45° 44' 50" E along the northeast line of the beforementioned 2.16 acre tract and the beforementioned 130.1 acre tract, adjacent to the fenced southwest line of the beforementioned County Road No. 215, at a distance of 57.4 feet, pass a concrete right-of-way marker in the existing southeast right-of-way line of State Highway No. 21, continue on, for a total distance of 2114.72 feet to the PLACE OF BEGINNING, containing 220.98 acres of land, more or less.

Bearings based on True North, obtained by Solar Observation.

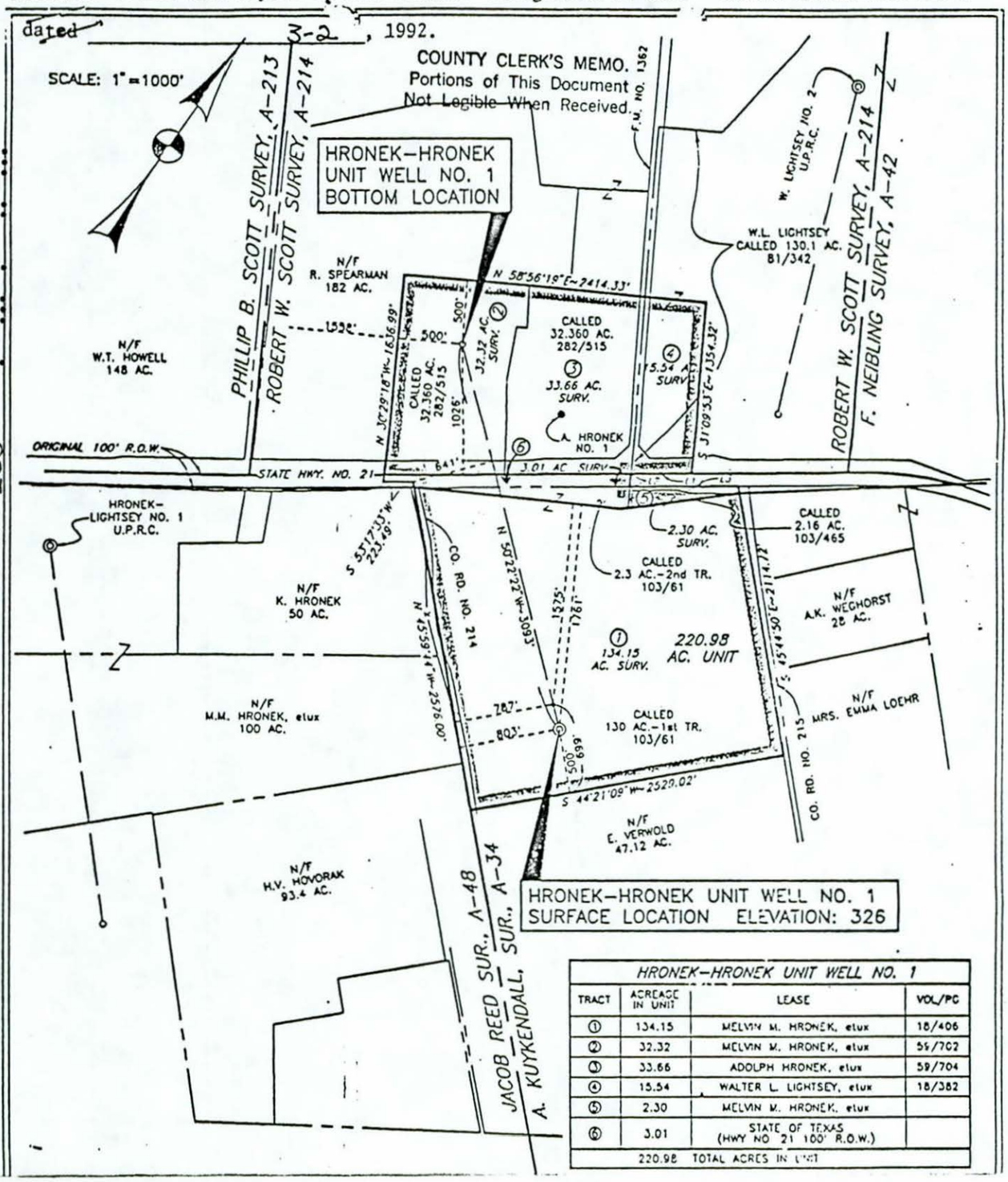
LIMITED TO THE AUSTIN CHALK FORMATION as found between 7075 feet and 7187 feet in the Champlin A. Hronek #1 Well, which is located 468 feet from the Sly SE line and 2384 feet from the SW line of the R.W. Scott Survey, A-214, Burleson County, Texas.

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[illegible]

EXHIBIT "C"

Attached to and made a part of that certain "Designation of Unit-- Hronek-Hronek Unit No. 1"



HRONEK-HRONEK UNIT WELL NO. 1

TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
(1)	134.15	MELVIN M. HRONEK, etux	18/406
(2)	32.32	MELVIN M. HRONEK, etux	55/702
(3)	33.66	ADOLPH HRONEK, etux	59/704
(4)	15.54	WALTER L. LIGHTSEY, etux	18/382
(5)	2.30	MELVIN M. HRONEK, etux	
(6)	3.01	STATE OF TEXAS (HWY NO. 21 100' R.O.W.)	
220.98 TOTAL ACRES IN UNIT			

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NOTES:
1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED N 53E~5.8 MI. FROM CALDWELL.
3. [redacted] INDICATES LIMITS OF UNIT.

LINE	BEARING	DIST.
L1	S 53°42'37"W	494.42'
L2	S 31°05'23"E	100.41'
L3	N 53°42'37"E	660.41'

FILED FOR RECORD
at 3:15 o'clock P. M.
MAR 23 1992
EVELYN M. HENRY
COUNTY CLERK, BURLESON CO., TEX.
BY Linda [illegible] Deputy

COUNTY CLERK'S MEMO.
Portions of This Document
[illegible]le When Received.

STATE OF TEXAS
REGISTERED
S. M. KLING
2003
PROFESSIONAL
LAND SURVEYOR

REVISED:10/08/91
Changed Hwy. Ac.

WELL LOCATION

HRONEK–HRONEK UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

A. KUYKENDALL SURVEY, A–34
ROBERT W. SCOTT SURVEY, A–214
BURLESON COUNTY, TEXAS

SURVEYED: SEPTEMBER, 1991

BY: S.M. KLING R.P.L.S. NO. 2003

SCALE: 1" = 1000'

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SEPTEMBER, 1991

THE STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 23 DAY OF March, 19 92, AT 3:15 O'CLOCK P. M., AND DULY RECORDED ON 30 DAY OF March, 19 92, AT 4:00 O'CLOCK P. M., IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 199, PAGE 182-189

WITNESS MY HAND AND OFFICIAL SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND YEAR ABOVE WRITTEN.

BY Anna L. Schielack DEPUTY

EVELYN M. HENRY
COUNTY CLERK, BURLESON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, County Clerk, Burleson County, Texas, do hereby certify that the foregoing is a true and correct copy of the original, as same appears of record in Vol. 199, Page 182-189, Oil & Gas Lease Records, Burleson County, Texas.

Witness my hand and seal of office on this the 14th day of April, A.D, 19 92.

EVELYN M. HENRY
County Clerk, Burleson County, Texas
BY Anna L. Schulack
Deputy

DESIGNATION OF UNIT

HRONEK-HRONEK UNIT NO. 1 1473

STATE OF TEXAS

COUNTY OF BURLESON

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of valid and subsisting oil, gas, and mineral leases listed in Exhibit "A", attached hereto and made a part hereof, insofar as said oil, gas, and mineral leases cover and affect the land and depths described on Exhibit "B", attached hereto and made a part hereof, do, by virtue of the authority conferred by the terms of such oil, gas, and mineral leases and all amendments and corrections thereto, hereby pool, consolidate, combine, and unitize said oil, gas, and mineral leases, the leasehold rights, overriding royalty, and royalty interests therein and thereunder, for the purpose of drilling for, development, and production of oil, gas, and liquid hydrocarbons (including condensate, distillate, and other liquids). The unit (hereinafter "Unit") shall be comprised of the land and interval described on the attached Exhibit "B", as depicted on the Plat attached hereto as Exhibit "C".

If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair, or invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.

This Designation of Unit covers all production from the land and depths described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit area. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

The undersigned reserve the right to amend this Designation of Unit from time to time, and at any time, in order to correct any error herein or to include in this Unit any newly acquired interests within the Unit boundaries or to enlarge the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the subject leases, by appropriate amendments or instruments correcting or committing any such interest to this Unit. Any such Amendment may be executed by the Operator of the Unit, on behalf of the undersigned, provided that such Amendment will not change the interests of the owners in the Unit.

By execution of this Designation of Unit, the undersigned do not exhaust their right to pool the leases and lands hereinabove described with other leases and lands as to any other minerals, horizon, or strata covered thereby, and they expressly reserve to themselves, their assignees, or successors in interest, the right and power to pool or unitize the above described leases and lands with any other leases, lands, horizons, or strata in the vicinity and so far as the power, right, and authority to do so is granted in the subject leases and various agreements and so long as such power and authority is exercised in accordance with applicable rules and regulations of any governmental regulatory body or agency having jurisdiction.

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This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument. This Unit may not be ratified or joined in by any party who is not named hereinbelow without the consent of the parties hereto.

The Unit hereby created shall be effective as of the date of first production from the Unit, and shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the leases covering the Unit are maintained in force by payment or tender of shut-in royalties or by other means, in accordance with the terms of said leases.

IN WITNESS WHEREOF, this Designation of Unit is executed on this 2nd day of March, 1992.

UNION PACIFIC RESOURCES COMPANY

By: Debra Johnson
Its: Attorney-in-Fact

COLUMBIA GAS DEVELOPMENT CORPORATION

By: Leslie M. Moor
Its: Leslie M. Moor, Jr., Vice President

Charles W. Alcorn, Jr.

Fred C. Alcorn

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 2nd day of March, 1992, by Debra Johnson, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.

Charlotte Campbell
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/25/95

Charlotte Campbell
Notary Public in and for the
State of Texas
My commission expires: 03/25/95

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STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 12th day of March, 1992, by Leslie M. Moor, Jr., the Vice President of COLUMBIA GAS DEVELOPMENT CORPORATION, a Delaware corporation, on behalf of said corporation.



Ann G Berger
Notary Public in and for the
State of Texas
My commission expires:_____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1992, by Charles W. Alcorn, Jr.

_____
Notary Public in and for the
State of _____
My commission expires:_____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1992, by Fred C. Alcorn.

_____
Notary Public in and for the
State of _____
My commission expires:_____

Law Department Approved
DESUNIT.O&G

Exhibit "A"

Attached to and made a part of that certain "Designation of Unit - Hronek-Hronek Unit No. 1" dated 3-2, 1992.

Lessor: Walter Lee Lightsey, et ux TX-8121
Lessee: Fred Prickett
Dated: April 23, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 382

Lessor: Commissioner of the General Land Office of the State of Texas
Lessee: Union Pacific Resources Company, et al.
Dated: January 21, 1992
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume ____, Page ____

Lessor: Adolph Hronek, et ux TX-8169
Lessee: Fred Prickett
Dated: May 5, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 451

Lessor: Melvin M. Hronek, et ux TX-8135(2)
Lessee: Fred Prickett
Dated: April 29, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 406

Lessor: Melvin Hronek, et ux TX-43427
Lessee: Union Pacific Resources Company
Dated: September 12, 1991
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 191, Page 183

Lessor: Antonia H. Mendez, et al. TX-43786
Lessee: Union Pacific Resources Company
Dated: September 26, 1991
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 191, Page 325

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Exhibit "B"

Attached to and made a part of that certain "Designation of Unit- Hronek-Hronek Unit No.1 "dated 3-2, 1992.

Hronek - Hronek Unit Well No. 1
220.98 Acre Unit
Union Pacific Resources Company
A. Kuykendall Survey, A-34
Robert W. Scott Survey, A-214
Burleson County, Texas

Field notes of a 220.98 acre tract or parcel of land, lying and being situated in the A. Kuykendall Survey, Abstract No. 34 and the Robert W. Scott Survey, Abstract No. 214, and consisting of the following tracts:

All of the called 130 acre - First Tract and all of the called 2.3 acre - Second Tract described in the deed from W. H. Drgac and Albina Drgac to Melvin M. Hronek and wife, Lois Hronek, as recorded in Volume 103, Page 61, of the Deed Records of Burleson County, Texas;

All of the called 32.360 acre - First Tract (Part 1) and all of the called 32.360 acre - First Tract (Part 2) described in the Correction Partition Deed by and between Melvin M. Hronek and A. G. Hronek, as recorded in Volume 282, Page 515, of the Deed Records of Burleson County, Texas;

Part of the called 130.1 acre - First Tract described in the deed from J. Earl Porter to W. L. Lightsey as recorded in Volume 81, Page 342, of the Deed Records of Burleson County, Texas;

All of the called 2.16 acre tract described in the deed from W. L. Lightsey to Ned Mendez, as recorded in Volume 103, Page 465, of the Deed Records of Burleson County, Texas;

All of the called 2.92 acre tract which is part of the original 100' wide right-of-way of State Highway No. 21, described in the deed form C. R. Runkle, et all, to the State of Texas, as recorded in Volume 76, Page 408, of the Deed Records of Burleson County, Texas and said 220.98 acre tract being more particularly described as follows:

BEGINNING at the 1/2" iron rod found at an 8" creosote post fence corner in the southwest line of County Road No. 215 marking the east corner of the beforementioned 130 acre tract;

THENCE S 44° 21' 09" W along the southeast line of the beforementioned 130 acre tract, adjacent to a fence, at a distance of 2486.87 feet, pass a 1/2" iron rod found at a 10" creosote post fence corner in the fenced northeast line of County Road No. 214, continue on, for a total distance of 2529.02 feet to the south corner of the 130 acre tract in the southwest line of the beforementioned A. Kuykendall Survey, Abstract No. 34;

THENCE N 45° 59' 44" W along the southwest line of the beforementioned 130 acre tract with said survey line and skewing across the beforementioned County Road No. 214, for a distance of 2576.00 feet to the southeast line of the beforementioned 2.92 acre tract, from which a 1/2" iron rod found at a cross-tie fence corner at the intersection of the fenced southeast line of Highway No. 21 and the fenced northeast line of County Road No. 214 bears S 77° 42' 00" E 57.11 feet;

THENCE S 53° 17' 33" W along the southeast line of the beforementioned 2.92 acre tract, for a distance of 223.49 feet to the south corner of the 2.92 acre tract;

Hronek - Hronek Unit Well No. 1
220.98 Acre Unit
Union Pacific Resources Company
A. Kuykendall Survey, A-34
Robert W. Scott Survey, A-214
Burleson County, Texas
Continued - Page 2

THENCE N 30° 29' 18" W along the southwest line of the beforementioned 2.92 acre tract and the beforementioned 32.360 acre tract (Melvin Hronek) at a distance of 173.5 feet, pass a Twin Hackberry tree fence corner in the fenced northwest right-of-way line of State Highway No. 21, continue on, adjacent to a fence, for a distance of 1636.99 feet to a fence post corner marking the west corner of the 32.360 acre tract;

THENCE N 58° 56' 19" E along the northwest line of the beforementioned 32.360 acre tracts, adjacent to a fence, at a distance of 1882.4 feet, pass a fence post corner marking the north corner of the 32.360 acre tract (A. G. Hronek) in the fenced southwest right-of-way line of F.M. No. 1362, continue on, across said F.M. No. 1362 and through the interior of the beforementioned called 130.1 acre tract, for a total distance of 2414.33 feet and corner;

THENCE S 31° 09' 53" E continuing through the interior of the beforementioned 130.1 acre tract, for a distance of 1354.32 feet to the northwest right-of-way line of the original 100' right-of-way of State Highway No. 21, a concrete right-of-way marker marking a transition point from Highway No. 21 to F.M. No. 1362 bears S 81° 00' 01" W 488.23 feet;

THENCE S 53° 42' 37" W along the original northwest right-of-way line of State Highway No. 21, for a distance of 494.42 feet to the intersection of the projected centerline of the beforementioned F.M. No. 1362, same being the north corner of the beforementioned 2.92 acre tract and in the southwest line of the beforementioned 130.1 acre tract;

THENCE S 31° 05' 23" E along the northeast line of the beforementioned 2.92 acre tract, with the projected centerline of F.M. No. 1362 and the southwest line of the beforementioned 130.1 acre tract, for a distance of 100.41 feet to the east corner of the 2.92 acre tract and the west corner of the beforementioned 2.16 acre tract and the north corner of the beforementioned 2.3 acre tract in the southeast right-of-way line of the original 100' wide right-of-way of State Highway No. 21;

THENCE N 53° 42' 37" E along the original southeast right-of-way line of State Highway No. 21, for a distance of 860.41 feet to the north corner of the beforementioned 2.16 acre tract;

THENCE S 45° 44' 50" E along the northeast line of the beforementioned 2.16 acre tract and the beforementioned 130.1 acre tract, adjacent to the fenced southwest line of the beforementioned County Road No. 215, at a distance of 57.4 feet, pass a concrete right-of-way marker in the existing southeast right-of-way line of State Highway No. 21, continue on, for a total distance of 2114.72 feet to the PLACE OF BEGINNING, containing 220.98 acres of land, more or less.

Bearings based on True North, obtained by Solar Observation.

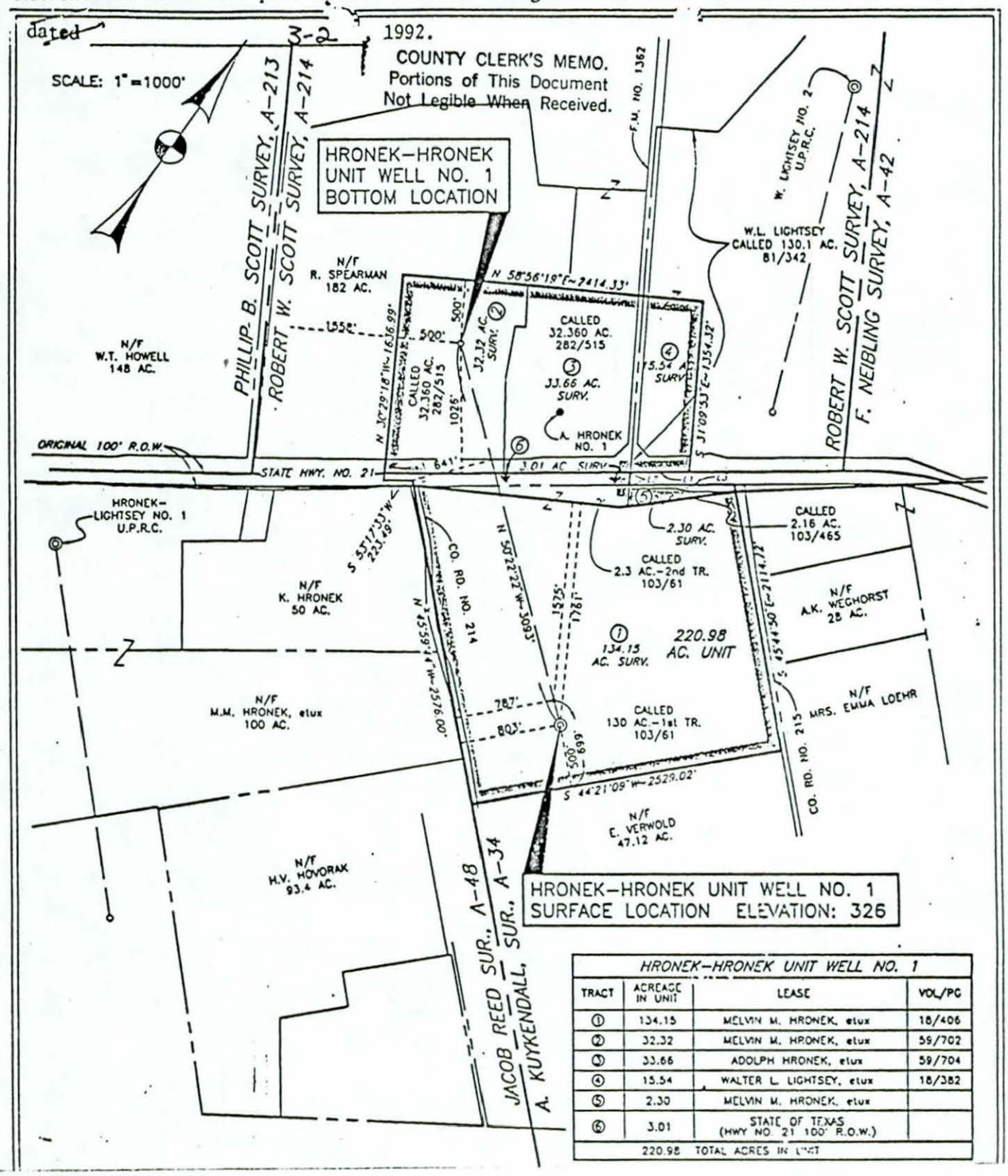
LIMITED TO THE AUSTIN CHALK FORMATION as found between 7075 feet and 7187 feet in the Champlin A. Hronek #1 Well, which is located 468 feet from the Sly SE line and 2384 feet from the SW line of the R.W. Scott Survey, A-214, Burleson County, Texas.

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KLING ENGINEERING AND SURVEYING

EXHIBIT "C"

. . Attached to and made a part of that certain "Designation of Unit-- Hronek-Hronek Unit No. 1"



HRONEK-HRONEK UNIT WELL NO. 1

TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
①	134.15	MELVIN M. HRONEK, etux	18/406
②	32.32	MELVIN M. HRONEK, etux	59/702
③	33.66	ADOLPH HRONEK, etux	59/704
④	15.54	WALTER L. LIGHTSEY, etux	18/382
⑤	2.30	MELVIN M. HRONEK, etux	
⑥	3.01	STATE OF TEXAS (HWY NO. 21 100' R.O.W.)	
220.98 TOTAL ACRES IN UNIT			

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NOTES:
1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED N 53E-5.8 MI. FROM CALDWELL
3. [redacted] INDICATES LIMITS OF UNIT.

LINE	BEARING	DIST.
L1	S 53°42'37"W	494.42'
L2	S 31°05'23"E	100.41'
L3	N 53°42'37"E	660.41'

FILED FOR RECORD
at 3:15 o'clock P. M.
MAR 23 1992
EVELYN M. HENRY
COUNTY CLERK, BURLESON CO., TEX.
BY Linda [illegible]

COUNTY CLERK'S MEMO.
Portions of This Document
Not Legible When Received.

REVISED:10/08/91
Changed Hwy. Ac.

STATE OF TEXAS
REGISTERED
S. M. KLING
2003
PROFESSIONAL
LAND SURVEYOR

WELL LOCATION

HRONEK–HRONEK UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

A. KUYKENDALL SURVEY, A–34
ROBERT W. SCOTT SURVEY, A–214
BURLESON COUNTY, TEXAS

SURVEYED: SEPTEMBER, 1991

BY: S.M. KLING R.P.L.S. NO. 2003

SCALE: 1"=1000'

VOL 199 PG 197

SEPTEMBER, 1991

THE STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 23 DAY OF March, 19 92, AT 3:15 O'CLOCK P. M., AND DULY RECORDED ON 30 DAY OF March, 19 92, AT 4:00 O'CLOCK P. M., IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 199, PAGE 190-197

WITNESS MY HAND AND OFFICIAL SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND YEAR ABOVE WRITTEN.

EVELYN M. HENRY
COUNTY CLERK, BURLESON COUNTY, TEXAS

BY Anna L. Schelack DEPUTY

STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, County Clerk, Burleson County, Texas, do hereby certify that the foregoing is a true and correct copy of the original, as same appears of record in Vol. 199, Page 190-197, Oil & Gas Lease Records, Burleson County, Texas.

Witness my hand and seal of office on this the 14th day of April, A.D, 19 92.

EVELYN M. HENRY
County Clerk, Burleson County, Texas
BY Anna L. Schielack
Deputy

DESIGNATION OF UNIT 1474

HRONEK-HRONEK UNIT NO. 1

STATE OF TEXAS

COUNTY OF BURLESON

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of valid and subsisting oil, gas, and mineral leases listed in Exhibit "A", attached hereto and made a part hereof, insofar as said oil, gas, and mineral leases cover and affect the land and depths described on Exhibit "B", attached hereto and made a part hereof, do, by virtue of the authority conferred by the terms of such oil, gas, and mineral leases and all amendments and corrections thereto, hereby pool, consolidate, combine, and unitize said oil, gas, and mineral leases, the leasehold rights, overriding royalty, and royalty interests therein and thereunder, for the purpose of drilling for, development, and production of oil, gas, and liquid hydrocarbons (including condensate, distillate, and other liquids). The unit (hereinafter "Unit") shall be comprised of the land and interval described on the attached Exhibit "B", as depicted on the Plat attached hereto as Exhibit "C".

If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair, or invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.

This Designation of Unit covers all production from the land and depths described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit area. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

The undersigned reserve the right to amend this Designation of Unit from time to time, and at any time, in order to correct any error herein or to include in this Unit any newly acquired interests within the Unit boundaries or to enlarge the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the subject leases, by appropriate amendments or instruments correcting or committing any such interest to this Unit. Any such Amendment may be executed by the Operator of the Unit, on behalf of the undersigned, provided that such Amendment will not change the interests of the owners in the Unit.

By execution of this Designation of Unit, the undersigned do not exhaust their right to pool the leases and lands hereinabove described with other leases and lands as to any other minerals, horizon, or strata covered thereby, and they expressly reserve to themselves, their assignees, or successors in interest, the right and power to pool or unitize the above described leases and lands with any other leases, lands, horizons, or strata in the vicinity and so far as the power, right, and authority to do so is granted in the subject leases and various agreements and so long as such power and authority is exercised in accordance with applicable rules and regulations of any governmental regulatory body or agency having jurisdiction.

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This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument. This Unit may not be ratified or joined in by any party who is not named hereinbelow without the consent of the parties hereto.

The Unit hereby created shall be effective as of the date of first production from the Unit, and shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the leases covering the Unit are maintained in force by payment or tender of shut-in royalties or by other means, in accordance with the terms of said leases.

IN WITNESS WHEREOF, this Designation of Unit is executed on this 2nd day of March, 1992.

UNION PACIFIC RESOURCES COMPANY

By: Debra Johnson
Its: Attorney-in-Fact

COLUMBIA GAS DEVELOPMENT CORPORATION

By: _____
Its: _____

_____
Charles W. Alcorn, Jr.

_____
Fred C. Alcorn

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 2nd day of March, 1992, by Debra Johnson, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.

Charlotte Campbell
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/25/95

Charlotte Campbell
Notary Public in and for the
State of Texas
My commission expires: 03/25/95

VOL 199 PAGE 199

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1992, by _____, the _____ of COLUMBIA GAS DEVELOPMENT CORPORATION, a _____ corporation, on behalf of said corporation.

_____
Notary Public in and for the
State of _____
My commission expires:_____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1992, by Charles W. Alcorn, Jr.

_____
Notary Public in and for the
State of _____
My commission expires:_____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1992, by Fred C. Alcorn.

_____
Notary Public in and for the
State of _____
My commission expires:_____

Law Department Approved
DESUNIT.O&G

Exhibit "A"

Attached to and made a part of that certain "Designation of Unit - Hronek-Hronek Unit No. 1" dated 3-2, 1992.

Lessor: Walter Lee Lightsey, et ux TX-8121
Lessee: Fred Prickett
Dated: April 23, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 382

Lessor: Commissioner of the General Land Office of the State of Texas
Lessee: Union Pacific Resources Company, et al.
Dated: January 21, 1992
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume ____, Page ____

Lessor: Adolph Hronek, et ux TX-8169
Lessee: Fred Prickett
Dated: May 5, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 451

Lessor: Melvin M. Hronek, et ux TX-8135(2)
Lessee: Fred Prickett
Dated: April 29, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 406

Lessor: Melvin Hronek, et ux TX-43427
Lessee: Union Pacific Resources Company
Dated: September 12, 1991
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 191, Page 183

Lessor: Antonia H. Mendez, et al. TX-43786
Lessee: Union Pacific Resources Company
Dated: September 26, 1991
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 191, Page 325

Exhibit "B"

Attached to and made a part of that certain "Designation of Unit- Hronek-Hronek Unit No.1 "dated 3-2, 1992.

Hronek - Hronek Unit Well No. 1
220.98 Acre Unit
Union Pacific Resources Company
A. Kuykendall Survey, A-34
Robert W. Scott Survey, A-214
Burleson County, Texas

Field notes of a 220.98 acre tract or parcel of land, lying and being situated in the A. Kuykendall Survey, Abstract No. 34 and the Robert W. Scott Survey, Abstract No. 214, and consisting of the following tracts:

All of the called 130 acre - First Tract and all of the called 2.3 acre - Second Tract described in the deed from W. H. Drgac and Albina Drgac to Melvin M. Hronek and wife, Lois Hronek, as recorded in Volume 103, Page 61, of the Deed Records of Burleson County, Texas;

All of the called 32.360 acre - First Tract (Part 1) and all of the called 32.360 acre - First Tract (Part 2) described in the Correction Partition Deed by and between Melvin M. Hronek and A. G. Hronek, as recorded in Volume 282, Page 515, of the Deed Records of Burleson County, Texas;

Part of the called 130.1 acre - First Tract described in the deed from J. Earl Porter to W. L. Lightsey as recorded in Volume 81, Page 342, of the Deed Records of Burleson County, Texas;

All of the called 2.16 acre tract described in the deed from W. L. Lightsey to Ned Mendez, as recorded in Volume 103, Page 465, of the Deed Records of Burleson County, Texas;

All of the called 2.92 acre tract which is part of the original 100' wide right-of-way of State Highway No. 21, described in the deed form C. R. Runkle, et all, to the State of Texas, as recorded in Volume 76, Page 408, of the Deed Records of Burleson County, Texas and said 220.98 acre tract being more particularly described as follows:

BEGINNING at the 1/2" iron rod found at an 8" creosote post fence corner in the southwest line of County Road No. 215 marking the east corner of the beforementioned 130 acre tract;

THENCE S 44° 21' 09" W along the southeast line of the beforementioned 130 acre tract, adjacent to a fence, at a distance of 2486.87 feet, pass a 1/2" iron rod found at a 10" creosote post fence corner in the fenced northeast line of County Road No. 214, continue on, for a total distance of 2529.02 feet to the south corner of the 130 acre tract in the southwest line of the beforementioned A. Kuykendall Survey, Abstract No. 34;

THENCE N 45° 59' 44" W along the southwest line of the beforementioned 130 acre tract with said survey line and skewing across the beforementioned County Road No. 214, for a distance of 2576.00 feet to the southeast line of the beforementioned 2.92 acre tract, from which a 1/2" iron rod found at a cross-tie fence corner at the intersection of the fenced southeast line of Highway No. 21 and the fenced northeast line of County Road No. 214 bears S 77° 42' 00" E 57.11 feet;

THENCE S 53° 17' 33" W along the southeast line of the beforementioned 2.92 acre tract, for a distance of 223.49 feet to the south corner of the 2.92 acre tract;

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KLING ENGINEERING AND SURVEYING
BRYAN, TEXAS

THENCE N 30° 29' 18" W along the southwest line of the beforementioned 2.92 acre tract and the beforementioned 32.360 acre tract (Melvin Hronek) at a distance of 173.5 feet, pass a Twin Hackberry tree fence corner in the fenced northwest right-of-way line of State Highway No. 21, continue on, adjacent to a fence, for a distance of 1636.99 feet to a fence post corner marking the west corner of the 32.360 acre tract;

THENCE N 58° 56' 19" E along the northwest line of the beforementioned 32.360 acre tracts, adjacent to a fence, at a distance of 1882.4 feet, pass a fence post corner marking the north corner of the 32.360 acre tract (A. G. Hronek) in the fenced southwest right-of-way line of F.M. No. 1362, continue on, across said F.M. No. 1362 and through the interior of the beforementioned called 130.1 acre tract, for a total distance of 2414.33 feet and corner;

THENCE S 31° 09' 53" E continuing through the interior of the beforementioned 130.1 acre tract, for a distance of 1354.32 feet to the northwest right-of-way line of the original 100' right-of-way of State Highway No. 21, a concrete right-of-way marker marking a transition point from Highway No. 21 to F.M. No. 1362 bears S 81° 00' 01" W 488.23 feet;

THENCE S 53° 42' 37" W along the original northwest right-of-way line of State Highway No. 21, for a distance of 494.42 feet to the intersection of the projected centerline of the beforementioned F.M. No. 1362, same being the north corner of the beforementioned 2.92 acre tract and in the southwest line of the beforementioned 130.1 acre tract;

THENCE S 31° 05' 23" E along the northeast line of the beforementioned 2.92 acre tract, with the projected centerline of F.M. No. 1362 and the southwest line of the beforementioned 130.1 acre tract, for a distance of 100.41 feet to the east corner of the 2.92 acre tract and the west corner of the beforementioned 2.16 acre tract and the north corner of the beforementioned 2.3 acre tract in the southeast right-of-way line of the original 100' wide right-of-way of State Highway No. 21;

THENCE N 53° 42' 37" E along the original southeast right-of-way line of State Highway No. 21, for a distance of 860.41 feet to the north corner of the beforementioned 2.16 acre tract;

THENCE S 45° 44' 50" E along the northeast line of the beforementioned 2.16 acre tract and the beforementioned 130.1 acre tract, adjacent to the fenced southwest line of the beforementioned County Road No. 215, at a distance of 57.4 feet, pass a concrete right-of-way marker in the existing southeast right-of-way line of State Highway No. 21, continue on, for a total distance of 2114.72 feet to the PLACE OF BEGINNING, containing 220.98 acres of land, more or less.

Bearings based on True North, obtained by Solar Observation.

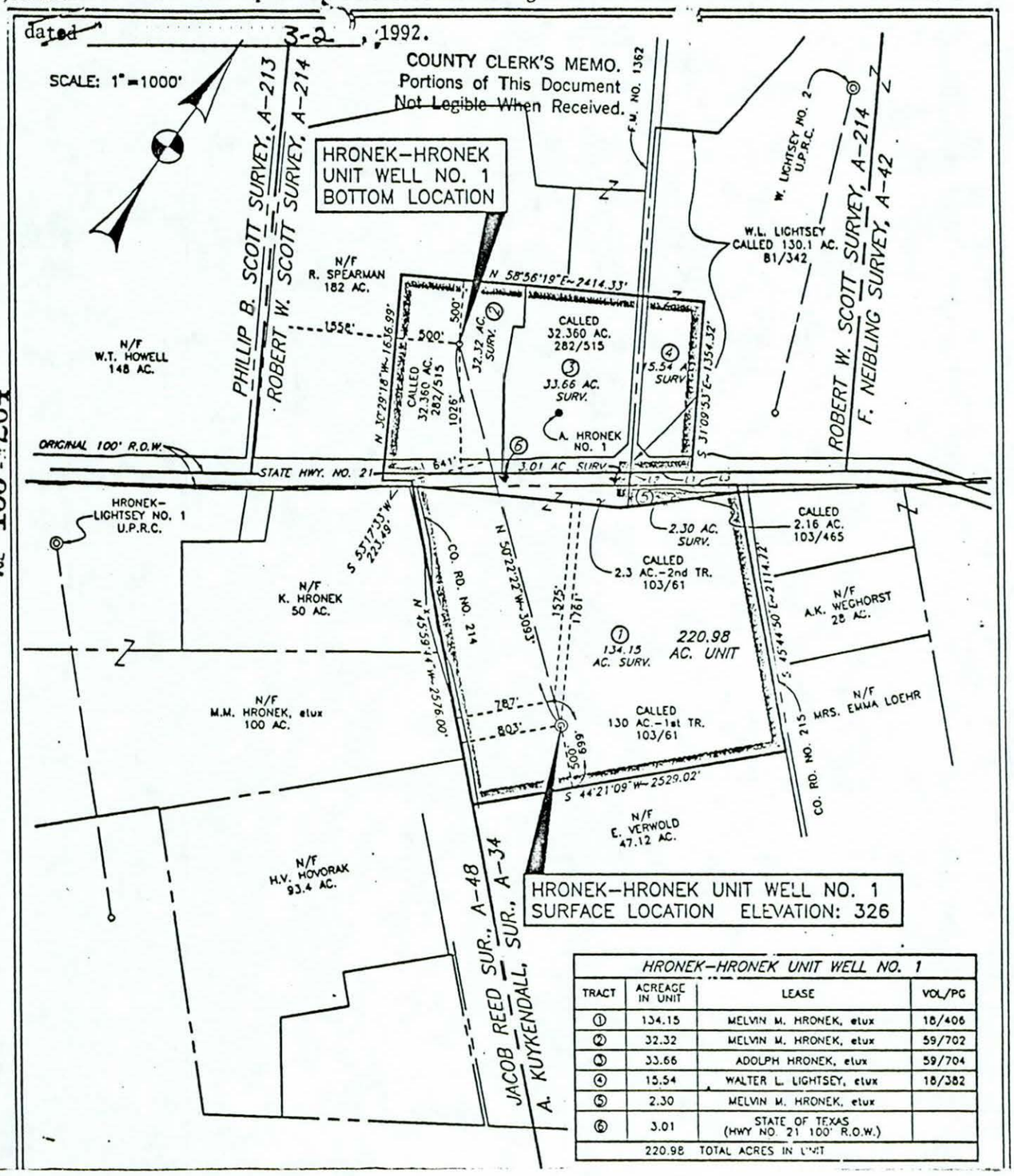
LIMITED TO THE AUSTIN CHALK FORMATION as found between 7075 feet and 7187 feet in the Champlin A. Hronek #1 Well, which is located 468 feet from the Sly SE line and 2384 feet from the SW line of the R.W. Scott Survey, A-214, Burleson County, Texas.

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EXHIBIT "C"

Attached to and made a part of that certain "Designation of Unit-- Hronek-Hronek Unit No. 1"

dated 3-2, 1992.



HRONEK–HRONEK UNIT WELL NO. 1

TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
①	134.15	MELVIN M. HRONEK, etux	18/406
②	32.32	MELVIN M. HRONEK, etux	59/702
③	33.66	ADOLPH HRONEK, etux	59/704
④	15.54	WALTER L. LIGHTSEY, etux	18/382
⑤	2.30	MELVIN M. HRONEK, etux	
⑥	3.01	STATE OF TEXAS (HWY NO. 21 100' R.O.W.)	
	220.98	TOTAL ACRES IN UNIT	

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NOTES:
1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED N 53E~5.8 MI. FROM CALDWELL.
3. [redacted] INDICATES LIMITS OF UNIT.

LINE	BEARING	DIST.
L1	S 53°42'37"W	494.42'
L2	S 31°05'23"E	100.41'
L3	N 53°42'37"E	660.41'

FILED FOR RECORD
at 3:15 o'clock P M.
MAR 23 1992
EVELYN M. HENRY
COUNTY CLERK, BURLESON CO. TEX.
BY [signature]

COUNTY CLERK'S MEMO.
Portions of This Document
Not Legible When Received.

STATE OF TEXAS
REGISTERED
S. M. KLING
2003
PROFESSIONAL
LAND SURVEYOR

REVISED:10/08/91
Changed Hwy. Ac.

WELL LOCATION

HRONEK–HRONEK UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

A. KUYKENDALL SURVEY, A–34
ROBERT W. SCOTT SURVEY, A–214
BURLESON COUNTY, TEXAS

VOL 199 PG 205

SURVEYED: SEPTEMBER, 1991

BY: S.M. KLING R.P.L.S. NO. 2003

SCALE: 1" = 1000'

SEPTEMBER, 1991

HRONEK

KLING ENGINEERING & SURVEYING
BRYAN TEXAS

THE STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 23 DAY OF March, 19 92, AT 3:15 O'CLOCK P. M., AND DULY RECORDED ON 30 DAY OF March, 19 92, AT 4:00 O'CLOCK P. M., IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 199, PAGE 198-205

WITNESS MY HAND AND OFFICIAL SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND YEAR ABOVE WRITTEN.

BY Anna L. Schielack DEPUTY

EVELYN M. HENRY
COUNTY CLERK, BURLESON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, County Clerk, Burleson County, Texas, do hereby certify that the foregoing is a true and correct copy of the original, as same appears of record in Vol. 199, Page 198-205 Oil & Gas Lease Records, Burleson County, Texas.

Witness my hand and seal of office on this the 14th day of April, A.D, 19 92.

EVELYN M. HENRY
County Clerk, Burleson County, Texas
BY Anna L. Schielack
Deputy

MF 94859
Item Unit Des.
To
From
Date 4.16.92

(40)

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

Federal Express

April 15, 1992

General Land Office
State of Texas
Stephen F. Austin Building
1700 N. Congress, room 640
Austin, Texas 78701
Attn: Mr. Drew Reed
Lease Administration

Re: Designation of Unit
Hronek-Hronek Unit No. 1
State of Texas Oil and Gas Lease
No. M-94859
Burleson County, Texas

Dear Mr. Reed:

Pursuant to our recent conversation, I have enclosed certified copies of the Designation of Unit for the Hronek-Hronek Unit. I would like to have them filed with the General Land Office to comply with Article 4.c of lease number M-94859, which requires that a copy of any unit designation which this lease is included within be filed within ninety days of such designation.

If you have any questions, please contact me at (817) 877-7663. Thank you for your assistance.

Very truly yours,

Union Pacific Resources Company

Paul W. Harper

Paul W. Harper
Landman

Union Pacific Resources Company
P.O. Box 7
Fort Worth, Texas 76101-0007
817 / 877-6000
TWX 910 893 5024
Telex 758-447

DESIGNATION OF UNIT 1471

HRONEK-HRONEK UNIT NO. 1

STATE OF TEXAS

COUNTY OF BURLESON

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of valid and subsisting oil, gas, and mineral leases listed in Exhibit "A", attached hereto and made a part hereof, insofar as said oil, gas, and mineral leases cover and affect the land and depths described on Exhibit "B", attached hereto and made a part hereof, do, by virtue of the authority conferred by the terms of such oil, gas, and mineral leases and all amendments and corrections thereto, hereby pool, consolidate, combine, and unitize said oil, gas, and mineral leases, the leasehold rights, overriding royalty, and royalty interests therein and thereunder, for the purpose of drilling for, development, and production of oil, gas, and liquid hydrocarbons (including condensate, distillate, and other liquids). The unit (hereinafter "Unit") shall be comprised of the land and interval described on the attached Exhibit "B", as depicted on the Plat attached hereto as Exhibit "C".

If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair, or invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.

This Designation of Unit covers all production from the land and depths described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit area. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

The undersigned reserve the right to amend this Designation of Unit from time to time, and at any time, in order to correct any error herein or to include in this Unit any newly acquired interests within the Unit boundaries or to enlarge the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the subject leases, by appropriate amendments or instruments correcting or committing any such interest to this Unit. Any such Amendment may be executed by the Operator of the Unit, on behalf of the undersigned, provided that such Amendment will not change the interests of the owners in the Unit.

By execution of this Designation of Unit, the undersigned do not exhaust their right to pool the leases and lands hereinabove described with other leases and lands as to any other minerals, horizon, or strata covered thereby, and they expressly reserve to themselves, their assignees, or successors in interest, the right and power to pool or unitize the above described leases and lands with any other leases, lands, horizons, or strata in the vicinity and so far as the power, right, and authority to do so is granted in the subject leases and various agreements and so long as such power and authority is exercised in accordance with applicable rules and regulations of any governmental regulatory body or agency having jurisdiction.

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This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument. This Unit may not be ratified or joined in by any party who is not named hereinbelow without the consent of the parties hereto.

The Unit hereby created shall be effective as of the date of first production from the Unit, and shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the leases covering the Unit are maintained in force by payment or tender of shut-in royalties or by other means, in accordance with the terms of said leases.

IN WITNESS WHEREOF, this Designation of Unit is executed on this 2nd day of March, 1992.

UNION PACIFIC RESOURCES COMPANY

By: Debra Johnson
Its: Attorney-in-Fact

COLUMBIA GAS DEVELOPMENT CORPORATION

By: _____
Its: _____

_____
Charles W. Alcorn, Jr.

Fred C. Alcorn
Fred C. Alcorn

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 2nd day of March, 1992, by Debra Johnson, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.

Charlotte Campbell
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/25/95

Charlotte Campbell
Notary Public in and for the
State of Texas
My commission expires: 03/25/95

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STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1992, by _____, the _____ of COLUMBIA GAS DEVELOPMENT CORPORATION, a _____ corporation, on behalf of said corporation.

_____
Notary Public in and for the
State of _____
My commission expires:_____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1992, by Charles W. Alcorn, Jr.

_____
Notary Public in and for the
State of _____
My commission expires:_____

STATE OF Texas
COUNTY OF Harris

This instrument was acknowledged before me on the 16th day of March, 1992, by Fred C. Alcorn.

ALICE J. WILKINSON
NOTARY PUBLIC
STATE OF TEXAS
Commission Expires 3-10-96

Alice J. Wilkinson
Notary Public in and for the
State of _____
My commission expires:_____

Law Department Approved
DESUNIT.O&G

Exhibit "A"

Attached to and made a part of that certain "Designation of Unit - Hronek-Hronek Unit No. 1" dated 3-2, 1992.

Lessor: Walter Lee Lightsey, et ux TX-8121
Lessee: Fred Prickett
Dated: April 23, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 382

Lessor: Commissioner of the General Land Office of the State of Texas
Lessee: Union Pacific Resources Company, et al.
Dated: January 21, 1992
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume ____, Page ____

Lessor: Adolph Hronek, et ux TX-8169
Lessee: Fred Prickett
Dated: May 5, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 451

Lessor: Melvin M. Hronek, et ux TX-8135(2)
Lessee: Fred Prickett
Dated: April 29, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
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Lessor: Melvin Hronek, et ux TX-43427
Lessee: Union Pacific Resources Company
Dated: September 12, 1991
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 191, Page 183

Lessor: Antonia H. Mendez, et al. TX-43786
Lessee: Union Pacific Resources Company
Dated: September 26, 1991
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 191, Page 325

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Exhibit "B"

Attached to and made a part of that certain "Designation of Unit- Hronek-Hronek Unit No.1 "dated 3-2, 1992.

Hronek - Hronek Unit Well No. 1
220.98 Acre Unit
Union Pacific Resources Company
A. Kuykendall Survey, A-34
Robert W. Scott Survey, A-214
Burleson County, Texas

Field notes of a 220.98 acre tract or parcel of land, lying and being situated in the A. Kuykendall Survey, Abstract No. 34 and the Robert W. Scott Survey, Abstract No. 214, and consisting of the following tracts:

All of the called 130 acre - First Tract and all of the called 2.3 acre - Second Tract described in the deed from W. H. Drgac and Albina Drgac to Melvin M. Hronek and wife, Lois Hronek, as recorded in Volume 103, Page 61, of the Deed Records of Burleson County, Texas;

All of the called 32.360 acre - First Tract (Part 1) and all of the called 32.360 acre - First Tract (Part 2) described in the Correction Partition Deed by and between Melvin M. Hronek and A. G. Hronek, as recorded in Volume 282, Page 515, of the Deed Records of Burleson County, Texas;

Part of the called 130.1 acre - First Tract described in the deed from J. Earl Porter to W. L. Lightsey as recorded in Volume 81, Page 342, of the Deed Records of Burleson County, Texas;

All of the called 2.16 acre tract described in the deed from W. L. Lightsey to Ned Mendez, as recorded in Volume 103, Page 465, of the Deed Records of Burleson County, Texas;

All of the called 2.92 acre tract which is part of the original 100' wide right-of-way of State Highway No. 21, described in the deed form C. R. Runkle, et all, to the State of Texas, as recorded in Volume 76, Page 408, of the Deed Records of Burleson County, Texas and said 220.98 acre tract being more particularly described as follows:

BEGINNING at the 1/2" iron rod found at an 8" creosote post fence corner in the southwest line of County Road No. 215 marking the east corner of the beforementioned 130 acre tract;

THENCE S 44° 21' 09" W along the southeast line of the beforementioned 130 acre tract, adjacent to a fence, at a distance of 2486.87 feet, pass a 1/2" iron rod found at a 10" creosote post fence corner in the fenced northeast line of County Road No. 214, continue on, for a total distance of 2529.02 feet to the south corner of the 130 acre tract in the southwest line of the beforementioned A. Kuykendall Survey, Abstract No. 34;

THENCE N 45° 59' 44" W along the southwest line of the beforementioned 130 acre tract with said survey line and skewing across the beforementioned County Road No. 214, for a distance of 2576.00 feet to the southeast line of the beforementioned 2.92 acre tract, from which a 1/2" iron rod found at a cross-tie fence corner at the intersection of the fenced southeast line of Highway No. 21 and the fenced northeast line of County Road No. 214 bears S 77° 42' 00" E 57.11 feet;

THENCE S 53° 17' 33" W along the southeast line of the beforementioned 2.92 acre tract, for a distance of 223.49 feet to the south corner of the 2.92 acre tract;

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KLING ENGINEERING AND SURVEYING

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Hronek - Hronek Unit Well No. 1
220.98 Acre Unit
Union Pacific Resources Company
A. Kuykendall Survey, A-34
Robert W. Scott Survey, A-214
Burleson County, Texas
Continued - Page 2

THENCE N 30° 29' 18" W along the southwest line of the beforementioned 2.92 acre tract and the beforementioned 32.360 acre tract (Melvin Hronek) at a distance of 173.5 feet, pass a Twin Hackberry tree fence corner in the fenced northwest right-of-way line of State Highway No. 21, continue on, adjacent to a fence, for a distance of 1636.99 feet to a fence post corner marking the west corner of the 32.360 acre tract;

THENCE N 58° 56' 19" E along the northwest line of the beforementioned 32.360 acre tracts, adjacent to a fence, at a distance of 1882.4 feet, pass a fence post corner marking the north corner of the 32.360 acre tract (A. G. Hronek) in the fenced southwest right-of-way line of F.M. No. 1362, continue on, across said F.M. No. 1362 and through the interior of the beforementioned called 130.1 acre tract, for a total distance of 2414.33 feet and corner;

THENCE S 31° 09' 53" E continuing through the interior of the beforementioned 130.1 acre tract, for a distance of 1354.32 feet to the northwest right-of-way line of the original 100' right-of-way of State Highway No. 21, a concrete right-of-way marker marking a transition point from Highway No. 21 to F.M. No. 1362 bears S 81° 00' 01" W 488.23 feet;

THENCE S 53° 42' 37" W along the original northwest right-of-way line of State Highway No. 21, for a distance of 494.42 feet to the intersection of the projected centerline of the beforementioned F.M. No. 1362, same being the north corner of the beforementioned 2.92 acre tract and in the southwest line of the beforementioned 130.1 acre tract;

THENCE S 31° 05' 23" E along the northeast line of the beforementioned 2.92 acre tract, with the projected centerline of F.M. No. 1362 and the southwest line of the beforementioned 130.1 acre tract, for a distance of 100.41 feet to the east corner of the 2.92 acre tract and the west corner of the beforementioned 2.16 acre tract and the north corner of the beforementioned 2.3 acre tract in the southeast right-of-way line of the original 100' wide right-of-way of State Highway No. 21;

THENCE N 53° 42' 37" E along the original southeast right-of-way line of State Highway No. 21, for a distance of 860.41 feet to the north corner of the beforementioned 2.16 acre tract;

THENCE S 45° 44' 50" E along the northeast line of the beforementioned 2.16 acre tract and the beforementioned 130.1 acre tract, adjacent to the fenced southwest line of the beforementioned County Road No. 215, at a distance of 57.4 feet, pass a concrete right-of-way marker in the existing southeast right-of-way line of State Highway No. 21, continue on, for a total distance of 2114.72 feet to the **PLACE OF BEGINNING**, containing 220.98 acres of land, more or less.

Bearings based on True North, obtained by Solar Observation.

LIMITED TO THE AUSTIN CHALK FORMATION as found between 7075 feet and 7187 feet in the Champlin A. Hronek #1 Well, which is located 468 feet from the Sly SE line and 2384 feet from the SW line of the R.W. Scott Survey, A-214, Burleson County, Texas.

VOL 199 PG 179

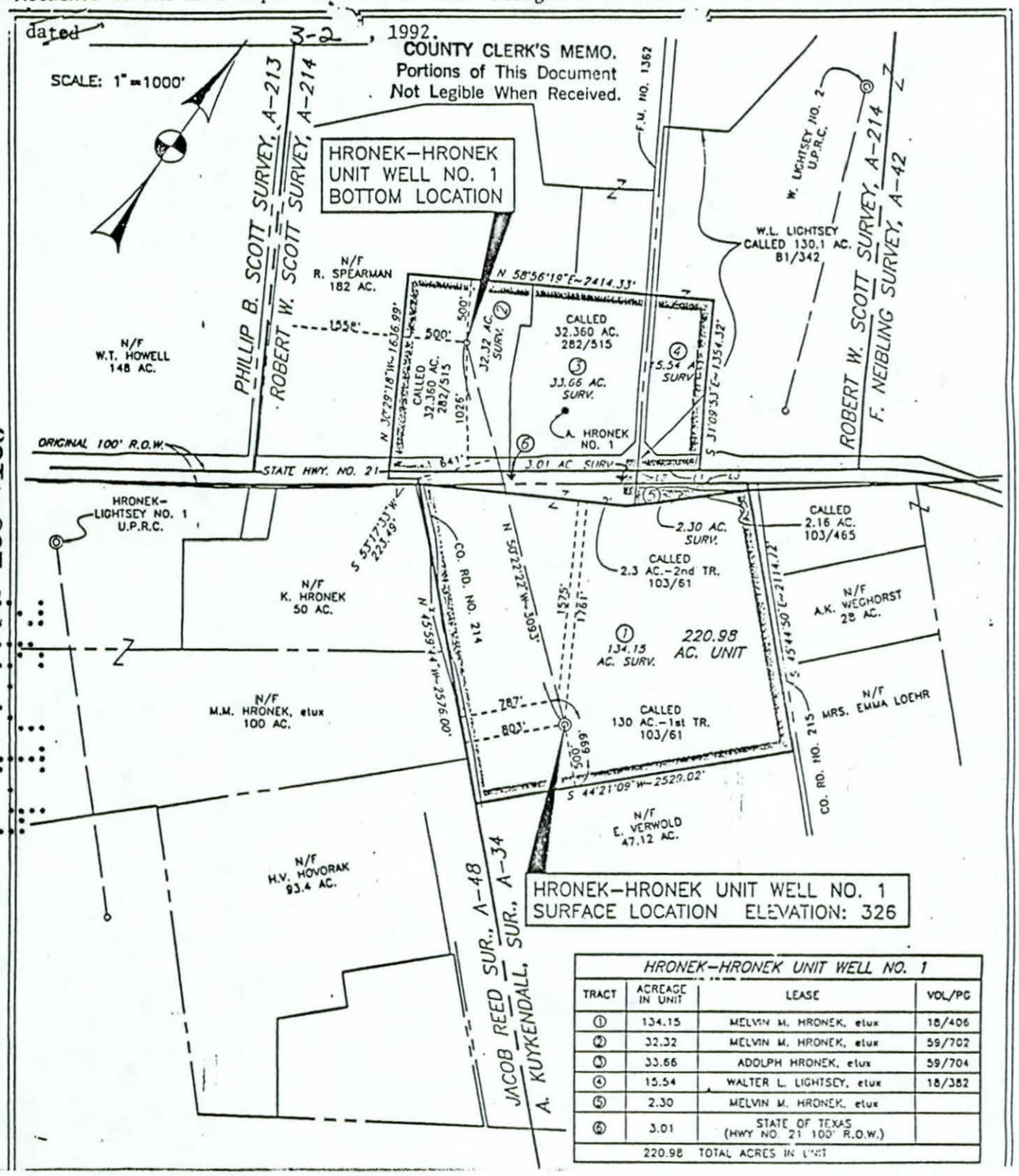
KLING ENGINEERING AND SURVEYING

EXHIBIT "C"

Attached to and made a part of that certain "Designation of Unit-- Hronek-Hronek Unit No. 1"

dated 3-2, 1992.

COUNTY CLERK'S MEMO.
Portions of This Document
Not Legible When Received.



HRONEK–HRONEK UNIT WELL NO. 1

TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
①	134.15	MELVIN M. HRONEK, etux	18/406
②	32.32	MELVIN M. HRONEK, etux	59/702
③	33.66	ADOLPH HRONEK, etux	59/704
④	15.54	WALTER L. LIGHTSEY, etux	18/382
⑤	2.30	MELVIN M. HRONEK, etux	
⑥	3.01	STATE OF TEXAS (HWY NO. 21 100' R.O.W.)	
220.98 TOTAL ACRES IN UNIT			

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NOTES:
1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED N 53°E-5.8 MI. FROM CALDWELL
3. [redacted] INDICATES LIMITS OF UNIT.

LINE	BEARING	DIST.
L1	S 53°42'37" W	494.42'
L2	S 31°05'23" E	100.41'
L3	N 53°42'37" E	660.41'

FILED FOR RECORD
at 3:15 o'clock P M.
MAR 23 1992
EVELYN M. HENRY
COUNTY CLERK, BURLESON CO. TEX.
BY [illegible] Deputy

COUNTY CLERK'S MEMO.
Portions of This Document
Not Legible When Received.

REVISED: 10/08/91
Changed Hwy. Ac.

STATE OF TEXAS
REGISTERED
S. M. KLING
2003
PROFESSIONAL
LAND SURVEYOR

WELL LOCATION

HRONEK–HRONEK UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

A. KUYKENDALL SURVEY, A-341
ROBERT W. SCOTT SURVEY, A-214
BURLESON COUNTY, TEXAS

VOL 199 : 181

SURVEYED: SEPTEMBER, 1991

S.M.K.

BY: S.M. KLING R.P.L.S. NO. 2003

SCALE: 1"=1000'

SEPTEMBER, 1991

THE STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 23 DAY OF March, 19 92, AT 3:15 O'CLOCK P. M., AND DULY RECORDED ON 30 DAY OF March, 19 92, AT 4:00 O'CLOCK P. M., IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 199, PAGE 174-181

WITNESS MY HAND AND OFFICIAL SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND YEAR ABOVE WRITTEN.

BY Anna L. Schelack DEPUTY

EVELYN M. HENRY
COUNTY CLERK, BURLESON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, County Clerk, Burleson County, Texas, do hereby certify that the foregoing is a true and correct copy of the original, as same appears of record in Vol. 199, Page 174-181, Oil & Gas Lease Records, Burleson County, Texas.

Witness my hand and seal of office on this the 1st day of April, A.D, 19 92.

EVELYN M. HENRY
County Clerk, Burleson County, Texas
BY Marcella Frazzetti
Deputy

DESIGNATION OF UNIT

HRONEK-HRONEK UNIT NO. 1 1473

STATE OF TEXAS

COUNTY OF BURLESON

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of valid and subsisting oil, gas, and mineral leases listed in Exhibit "A", attached hereto and made a part hereof, insofar as said oil, gas, and mineral leases cover and affect the land and depths described on Exhibit "B", attached hereto and made a part hereof, do, by virtue of the authority conferred by the terms of such oil, gas, and mineral leases and all amendments and corrections thereto, hereby pool, consolidate, combine, and unitize said oil, gas, and mineral leases, the leasehold rights, overriding royalty, and royalty interests therein and thereunder, for the purpose of drilling for, development, and production of oil, gas, and liquid hydrocarbons (including condensate, distillate, and other liquids). The unit (hereinafter "Unit") shall be comprised of the land and interval described on the attached Exhibit "B", as depicted on the Plat attached hereto as Exhibit "C".

If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair, or invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.

This Designation of Unit covers all production from the land and depths described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit area. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

The undersigned reserve the right to amend this Designation of Unit from time to time, and at any time, in order to correct any error herein or to include in this Unit any newly acquired interests within the Unit boundaries or to enlarge the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the subject leases, by appropriate amendments or instruments correcting or committing any such interest to this Unit. Any such Amendment may be executed by the Operator of the Unit, on behalf of the undersigned, provided that such Amendment will not change the interests of the owners in the Unit.

By execution of this Designation of Unit, the undersigned do not exhaust their right to pool the leases and lands hereinabove described with other leases and lands as to any other minerals, horizon, or strata covered thereby, and they expressly reserve to themselves, their assignees, or successors in interest, the right and power to pool or unitize the above described leases and lands with any other leases, lands, horizons, or strata in the vicinity and so far as the power, right, and authority to do so is granted in the subject leases and various agreements and so long as such power and authority is exercised in accordance with applicable rules and regulations of any governmental regulatory body or agency having jurisdiction.

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument. This Unit may not be ratified or joined in by any party who is not named hereinbelow without the consent of the parties hereto.

The Unit hereby created shall be effective as of the date of first production from the Unit, and shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the leases covering the Unit are maintained in force by payment or tender of shut-in royalties or by other means, in accordance with the terms of said leases.

IN WITNESS WHEREOF, this Designation of Unit is executed on this 2nd day of March, 1992.

UNION PACIFIC RESOURCES COMPANY

By: Debra Johnson per pkw
Its: Attorney-in-Fact

COLUMBIA GAS DEVELOPMENT CORPORATION

By: Leslie M. Moor
Its: Leslie M. Moor, Jr., Vice President

Charles W. Alcorn, Jr.

Fred C. Alcorn

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 2nd day of March, 1992, by Debra Johnson, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.

Charlotte Campbell
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/25/95

Charlotte Campbell
Notary Public in and for the
State of Texas
My commission expires: 03/25/95

VOL 199-1 191

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 12th day of March, 1992, by Leslie M. Moor, Jr., the Vice President of COLUMBIA GAS DEVELOPMENT CORPORATION, a Delaware corporation, on behalf of said corporation.

ANN G. BERGER NOTARY PUBLIC STATE OF TEXAS EXPIRES MAR. 13, 1993

Ann G Berger
Notary Public in and for the
State of Texas
My commission expires:_____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1992, by Charles W. Alcorn, Jr.

_____
Notary Public in and for the
State of _____
My commission expires:_____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1992, by Fred C. Alcorn.

_____
Notary Public in and for the
State of _____
My commission expires:_____

Law Department Approved
DESUNIT.O&G

Exhibit "A"

Attached to and made a part of that certain "Designation of Unit - Hronek-Hronek Unit No. 1" dated 3-2, 1992.

Lessor: Walter Lee Lightsey, et ux TX-8121
Lessee: Fred Prickett
Dated: April 23, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 382

Lessor: Commissioner of the General Land Office of the State of Texas
Lessee: Union Pacific Resources Company, et al.
Dated: January 21, 1992
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume ____, Page ____

Lessor: Adolph Hronek, et ux TX-8169
Lessee: Fred Prickett
Dated: May 5, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 451

Lessor: Melvin M. Hronek, et ux TX-8135(2)
Lessee: Fred Prickett
Dated: April 29, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 406

Lessor: Melvin Hronek, et ux TX-43427
Lessee: Union Pacific Resources Company
Dated: September 12, 1991
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 191, Page 183

Lessor: Antonia H. Mendez, et al. TX-43786
Lessee: Union Pacific Resources Company
Dated: September 26, 1991
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 191, Page 325

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Exhibit "B"

Attached to and made a part of that certain "Designation of Unit- Hronek-Hronek Unit No.1 "dated 3-2, 1992.

Hronek - Hronek Unit Well No. 1
220.98 Acre Unit
Union Pacific Resources Company
A. Kuykendall Survey, A-34
Robert W. Scott Survey, A-214
Burleson County, Texas

Field notes of a 220.98 acre tract or parcel of land, lying and being situated in the A. Kuykendall Survey, Abstract No. 34 and the Robert W. Scott Survey, Abstract No. 214, and consisting of the following tracts:

All of the called 130 acre - First Tract and all of the called 2.3 acre - Second Tract described in the deed from W. H. Drgac and Albina Drgac to Melvin M. Hronek and wife, Lois Hronek, as recorded in Volume 103, Page 61, of the Deed Records of Burleson County, Texas;

All of the called 32.360 acre - First Tract (Part 1) and all of the called 32.360 acre - First Tract (Part 2) described in the Correction Partition Deed by and between Melvin M. Hronek and A. G. Hronek, as recorded in Volume 282, Page 515, of the Deed Records of Burleson County, Texas;

Part of the called 130.1 acre - First Tract described in the deed from J. Earl Porter to W. L. Lightsey as recorded in Volume 81, Page 342, of the Deed Records of Burleson County, Texas;

All of the called 2.16 acre tract described in the deed from W. L. Lightsey to Ned Mendez, as recorded in Volume 103, Page 465, of the Deed Records of Burleson County, Texas;

All of the called 2.92 acre tract which is part of the original 100' wide right-of-way of State Highway No. 21, described in the deed form C. R. Runkle, et all, to the State of Texas, as recorded in Volume 76, Page 408, of the Deed Records of Burleson County, Texas and said 220.98 acre tract being more particularly described as follows:

BEGINNING at the 1/2" iron rod found at an 8" creosote post fence corner in the southwest line of County Road No. 215 marking the east corner of the beforementioned 130 acre tract;

THENCE S 44° 21' 09" W along the southeast line of the beforementioned 130 acre tract, adjacent to a fence, at a distance of 2486.87 feet, pass a 1/2" iron rod found at a 10" creosote post fence corner in the fenced northeast line of County Road No. 214, continue on, for a total distance of 2529.02 feet to the south corner of the 130 acre tract in the southwest line of the beforementioned A. Kuykendall Survey, Abstract No. 34;

THENCE N 45° 59' 44" W along the southwest line of the beforementioned 130 acre tract with said survey line and skewing across the beforementioned County Road No. 214, for a distance of 2576.00 feet to the southeast line of the beforementioned 2.92 acre tract, from which a 1/2" iron rod found at a cross-tie fence corner at the intersection of the fenced southeast line of Highway No. 21 and the fenced northeast line of County Road No. 214 bears S 77° 42' 00" E 57.11 feet;

THENCE S 53° 17' 33" W along the southeast line of the beforementioned 2.92 acre tract, for a distance of 223.49 feet to the south corner of the 2.92 acre tract;

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KLING ENGINEERING AND SURVEYING

Hronek - Hronek Unit Well No. 1
220.98 Acre Unit
Union Pacific Resources Company
A. Kuykendall Survey, A-34
Robert W. Scott Survey, A-214
Burleson County, Texas
Continued - Page 2

THENCE N 30° 29′ 18" W along the southwest line of the beforementioned 2.92 acre tract and the beforementioned 32.360 acre tract (Melvin Hronek) at a distance of 173.5 feet, pass a Twin Hackberry tree fence corner in the fenced northwest right-of-way line of State Highway No. 21, continue on, adjacent to a fence, for a distance of 1636.99 feet to a fence post corner marking the west corner of the 32.360 acre tract;

THENCE N 58° 56′ 19" E along the northwest line of the beforementioned 32.360 acre tracts, adjacent to a fence, at a distance of 1882.4 feet, pass a fence post corner marking the north corner of the 32.360 acre tract (A. G. Hronek) in the fenced southwest right-of-way line of F.M. No. 1362, continue on, across said F.M. No. 1362 and through the interior of the beforementioned called 130.1 acre tract, for a total distance of 2414.33 feet and corner;

THENCE S 31° 09′ 53" E continuing through the interior of the beforementioned 130.1 acre tract, for a distance of 1354.32 feet to the northwest right-of-way line of the original 100′ right-of-way of State Highway No. 21, a concrete right-of-way marker marking a transition point from Highway No. 21 to F.M. No. 1362 bears S 81° 00′ 01" W 488.23 feet;

THENCE S 53° 42′ 37" W along the original northwest right-of-way line of State Highway No. 21, for a distance of 494.42 feet to the intersection of the projected centerline of the beforementioned F.M. No. 1362, same being the north corner of the beforementioned 2.92 acre tract and in the southwest line of the beforementioned 130.1 acre tract;

THENCE S 31° 05′ 23" E along the northeast line of the beforementioned 2.92 acre tract, with the projected centerline of F.M. No. 1362 and the southwest line of the beforementioned 130.1 acre tract, for a distance of 100.41 feet to the east corner of the 2.92 acre tract and the west corner of the beforementioned 2.16 acre tract and the north corner of the beforementioned 2.3 acre tract in the southeast right-of-way line of the original 100′ wide right-of-way of State Highway No. 21;

THENCE N 53° 42′ 37" E along the original southeast right-of-way line of State Highway No. 21, for a distance of 860.41 feet to the north corner of the beforementioned 2.16 acre tract;

THENCE S 45° 44′ 50" E along the northeast line of the beforementioned 2.16 acre tract and the beforementioned 130.1 acre tract, adjacent to the fenced southwest line of the beforementioned County Road No. 215, at a distance of 57.4 feet, pass a concrete right-of-way marker in the existing southeast right-of-way line of State Highway No. 21, continue on, for a total distance of 2114.72 feet to the PLACE OF BEGINNING, containing 220.98 acres of land, more or less.

Bearings based on True North, obtained by Solar Observation.

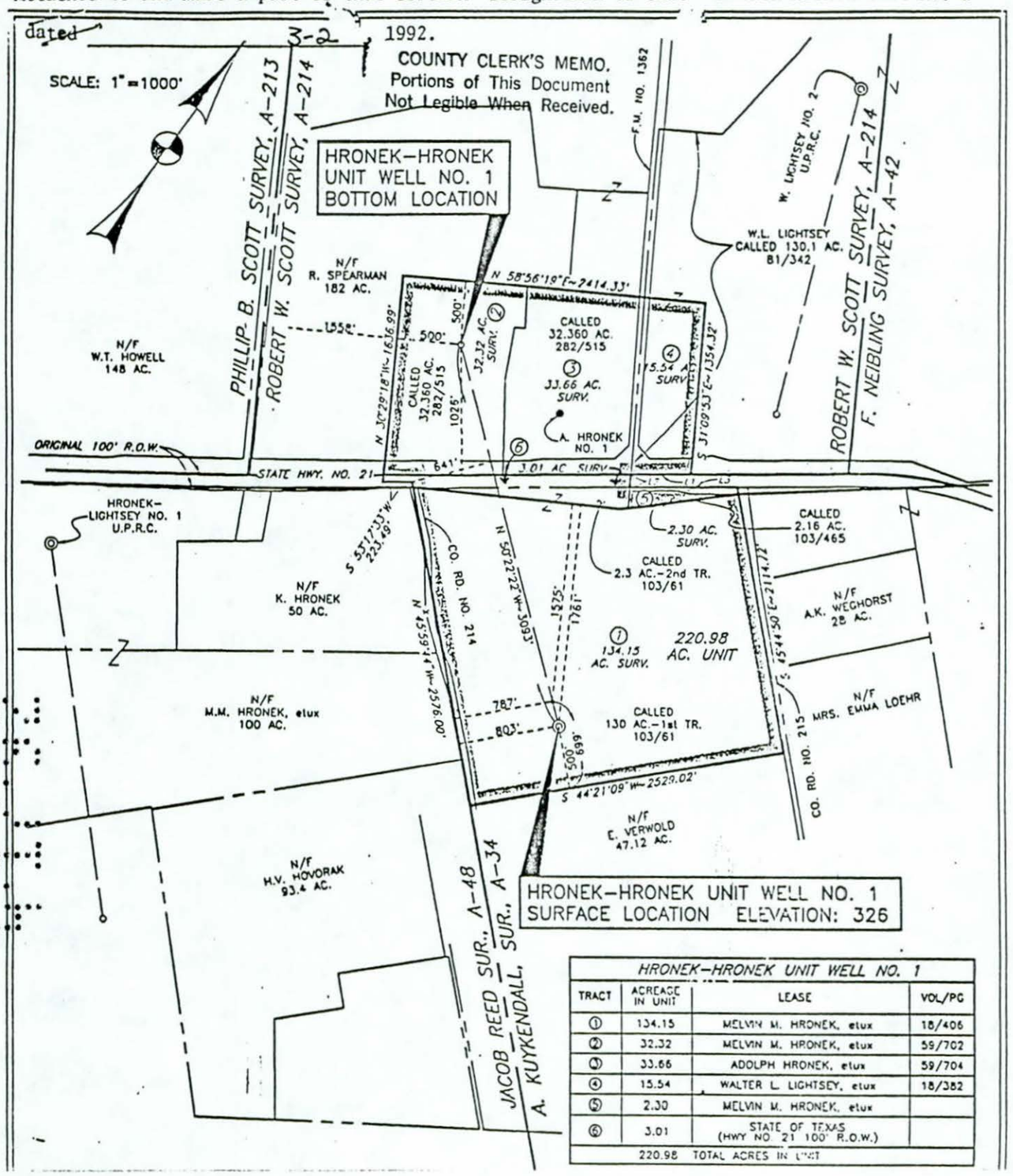
LIMITED TO THE AUSTIN CHALK FORMATION as found between 7075 feet and 7187 feet in the Champlin A. Hronek #1 Well, which is located 468 feet from the Sly SE line and 2384 feet from the SW line of the R.W. Scott Survey, A-214, Burleson County, Texas.

VOL 199 PAGE 195

KLING ENGINEERING AND SURVEYING

EXHIBIT "C"

Attached to and made a part of that certain "Designation of Unit -- Hronek-Hronek Unit No. 1"



HRONEK-HRONEK UNIT WELL NO. 1			
TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
①	134.15	MELVIN M. HRONEK, etux	18/406
②	32.32	MELVIN M. HRONEK, etux	59/702
③	33.66	ADOLPH HRONEK, etux	59/704
④	15.54	WALTER L. LIGHTSEY, etux	18/382
⑤	2.30	MELVIN M. HRONEK, etux	
⑥	3.01	STATE OF TEXAS (HWY NO. 21 100' R.O.W.)	
220.98 TOTAL ACRES IN UNIT			

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NOTES:
1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED N 53°E~5.8 MI. FROM CALDWELL.
3. [redacted] INDICATES LIMITS OF UNIT.

LINE	BEARING	DIST.
L1	S 53°42'37"W	494.42'
L2	S 31°05'23"E	100.41'
L3	N 53°42'37"E	660.41'

FILED FOR RECORD
at 3:15 o'clock P. M.
MAR 23 1992
EVELYN M. HENRY
COUNTY CLERK, BURLESON CO., TEX.
BY [illegible]

COUNTY CLERK'S MEMO.
Portions of This Document
Not Legible When Received.

REVISED:10/08/91
Changed Hwy. Ac.

STATE OF TEXAS
REGISTERED
S. M. KLING
2003
PROFESSIONAL
LAND SURVEYOR

SURVEYED: SEPTEMBER, 1991

BY: S.M. KLING R.P.L.S. NO. 2003

WELL LOCATION

HRONEK–HRONEK UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

A. KUYKENDALL SURVEY, A–34
ROBERT W. SCOTT SURVEY, A–214
BURLESON COUNTY, TEXAS

SCALE: 1"=1000'

VOL 199 PG 197
SEPTEMBER, 1991

THE STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 23 DAY OF March, 19 92, AT 3:15 O'CLOCK P. M., AND DULY RECORDED ON 30 DAY OF March, 19 92, AT 4:00 O'CLOCK P. M., IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 199, PAGE 190-197

WITNESS MY HAND AND OFFICIAL SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND YEAR ABOVE WRITTEN.

BY Anna L. Schelack DEPUTY

EVELYN M. HENRY
COUNTY CLERK, BURLESON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, County Clerk, Burleson County, Texas, do hereby certify that the foregoing is a true and correct copy of the original, as same appears of record in Vol. 199, Page 190-197, Oil & Gas Lease Records, Burleson County, Texas.

Witness my hand and seal of office on this the 1st day of April, A.D, 19 92.

EVELYN M. HENRY
County Clerk, Burleson County, Texas
BY Marcella Mangette
Deputy

DESIGNATION OF UNIT

HRONEK-HRONEK UNIT NO. 1 1472

STATE OF TEXAS

COUNTY OF BURLESON

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of valid and subsisting oil, gas, and mineral leases listed in Exhibit "A", attached hereto and made a part hereof, insofar as said oil, gas, and mineral leases cover and affect the land and depths described on Exhibit "B", attached hereto and made a part hereof, do, by virtue of the authority conferred by the terms of such oil, gas, and mineral leases and all amendments and corrections thereto, hereby pool, consolidate, combine, and unitize said oil, gas, and mineral leases, the leasehold rights, overriding royalty, and royalty interests therein and thereunder, for the purpose of drilling for, development, and production of oil, gas, and liquid hydrocarbons (including condensate, distillate, and other liquids). The unit (hereinafter "Unit") shall be comprised of the land and interval described on the attached Exhibit "B", as depicted on the Plat attached hereto as Exhibit "C".

If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair, or invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.

This Designation of Unit covers all production from the land and depths described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit area. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

The undersigned reserve the right to amend this Designation of Unit from time to time, and at any time, in order to correct any error herein or to include in this Unit any newly acquired interests within the Unit boundaries or to enlarge the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the subject leases, by appropriate amendments or instruments correcting or committing any such interest to this Unit. Any such Amendment may be executed by the Operator of the Unit, on behalf of the undersigned, provided that such Amendment will not change the interests of the owners in the Unit.

By execution of this Designation of Unit, the undersigned do not exhaust their right to pool the leases and lands hereinabove described with other leases and lands as to any other minerals, horizon, or strata covered thereby, and they expressly reserve to themselves, their assignees, or successors in interest, the right and power to pool or unitize the above described leases and lands with any other leases, lands, horizons, or strata in the vicinity and so far as the power, right, and authority to do so is granted in the subject leases and various agreements and so long as such power and authority is exercised in accordance with applicable rules and regulations of any governmental regulatory body or agency having jurisdiction.

VOL 199 PAGE 182

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument. This Unit may not be ratified or joined in by any party who is not named hereinbelow without the consent of the parties hereto.

The Unit hereby created shall be effective as of the date of first production from the Unit, and shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the leases covering the Unit are maintained in force by payment or tender of shut-in royalties or by other means, in accordance with the terms of said leases.

IN WITNESS WHEREOF, this Designation of Unit is executed on this 2nd day of March, 1992.

UNION PACIFIC RESOURCES COMPANY

By: Debra Johnson
Its: Attorney-in-Fact

COLUMBIA GAS DEVELOPMENT CORPORATION

By: _____
Its: _____

Charles W. Alcorn, Jr.

_____
Fred C. Alcorn

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 2nd day of March, 1992, by Debra Johnson, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.

Charlotte Campbell
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/25/95

Charlotte Campbell
Notary Public in and for the
State of Texas
My commission expires: 03/25/95

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STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1992, by _____, the _____ of COLUMBIA GAS DEVELOPMENT CORPORATION, a _____ corporation, on behalf of said corporation.

_____
Notary Public in and for the
State of _____
My commission expires:_____

STATE OF Texas
COUNTY OF Victoria

This instrument was acknowledged before me on the 6th day of March, 1992, by Charles W. Alcorn, Jr.

PATTY SCHROETER
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-27-93

Patty Schroeter
Notary Public in and for the
State of _____
My commission expires:_____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1992, by Fred C. Alcorn.

_____
Notary Public in and for the
State of _____
My commission expires:_____

Law Department Approved
DESUNIT.O&G

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Exhibit "A"

Attached to and made a part of that certain "Designation of Unit - Hronek-Hronek Unit No. 1" dated 3-2, 1992.

Lessor: Walter Lee Lightsey, et ux TX-8121
Lessee: Fred Prickett
Dated: April 23, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 382

Lessor: Commissioner of the General Land Office of the State of Texas
Lessee: Union Pacific Resources Company, et al.
Dated: January 21, 1992
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume ____, Page ____

Lessor: Adolph Hronek, et ux TX-8169
Lessee: Fred Prickett
Dated: May 5, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 451

Lessor: Melvin M. Hronek, et ux TX-8135(2)
Lessee: Fred Prickett
Dated: April 29, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 406

Lessor: Melvin Hronek, et ux TX-43427
Lessee: Union Pacific Resources Company
Dated: September 12, 1991
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 191, Page 183

Lessor: Antonia H. Mendez, et al. TX-43786
Lessee: Union Pacific Resources Company
Dated: September 26, 1991
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 191, Page 325

Exhibit "B"

Attached to and made a part of that certain "Designation of Unit- Hronek-Hronek Unit No.1 "dated 3-2, 1992.

Hronek - Hronek Unit Well No. 1
220.98 Acre Unit
Union Pacific Resources Company
A. Kuykendall Survey, A-34
Robert W. Scott Survey, A-214
Burleson County, Texas

Field notes of a 220.98 acre tract or parcel of land, lying and being situated in the A. Kuykendall Survey, Abstract No. 34 and the Robert W. Scott Survey, Abstract No. 214, and consisting of the following tracts:

All of the called 130 acre - First Tract and all of the called 2.3 acre - Second Tract described in the deed from W. H. Drgac and Albina Drgac to Melvin M. Hronek and wife, Lois Hronek, as recorded in Volume 103, Page 61, of the Deed Records of Burleson County, Texas;

All of the called 32.360 acre - First Tract (Part 1) and all of the called 32.360 acre - First Tract (Part 2) described in the Correction Partition Deed by and between Melvin M. Hronek and A. G. Hronek, as recorded in Volume 282, Page 515, of the Deed Records of Burleson County, Texas;

Part of the called 130.1 acre - First Tract described in the deed from J. Earl Porter to W. L. Lightsey as recorded in Volume 81, Page 342, of the Deed Records of Burleson County, Texas;

All of the called 2.16 acre tract described in the deed from W. L. Lightsey to Ned Mendez, as recorded in Volume 103, Page 465, of the Deed Records of Burleson County, Texas;

All of the called 2.92 acre tract which is part of the original 100' wide right-of-way of State Highway No. 21, described in the deed form C. R. Runkle, et all, to the State of Texas, as recorded in Volume 76, Page 408, of the Deed Records of Burleson County, Texas and said 220.98 acre tract being more particularly described as follows:

BEGINNING at the 1/2" iron rod found at an 8" creosote post fence corner in the southwest line of County Road No. 215 marking the east corner of the beforementioned 130 acre tract;

THENCE S 44° 21' 09" W along the southeast line of the beforementioned 130 acre tract, adjacent to a fence, at a distance of 2486.87 feet, pass a 1/2" iron rod found at a 10" creosote post fence corner in the fenced northeast line of County Road No. 214, continue on, for a total distance of 2529.02 feet to the south corner of the 130 acre tract in the southwest line of the beforementioned A. Kuykendall Survey, Abstract No. 34;

THENCE N 45° 59' 44" W along the southwest line of the beforementioned 130 acre tract with said survey line and skewing across the beforementioned County Road No. 214, for a distance of 2576.00 feet to the southeast line of the beforementioned 2.92 acre tract, from which a 1/2" iron rod found at a cross-tie fence corner at the intersection of the fenced southeast line of Highway No. 21 and the fenced northeast line of County Road No. 214 bears S 77° 42' 00" E 57.11 feet;

THENCE S 53° 17' 33" W along the southeast line of the beforementioned 2.92 acre tract, for a distance of 223.49 feet to the south corner of the 2.92 acre tract;

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KLING ENGINEERING AND SURVEYING

Hronek - Hronek Unit Well No. 1
220.98 Acre Unit
Union Pacific Resources Company
A. Kuykendall Survey, A-34
Robert W. Scott Survey, A-214
Burleson County, Texas
Continued - Page 2

THENCE N 30° 29' 18" W along the southwest line of the beforementioned 2.92 acre tract and the beforementioned 32.360 acre tract (Melvin Hronek) at a distance of 173.5 feet, pass a Twin Hackberry tree fence corner in the fenced northwest right-of-way line of State Highway No. 21, continue on, adjacent to a fence, for a distance of 1636.99 feet to a fence post corner marking the west corner of the 32.360 acre tract;

THENCE N 58° 56' 19" E along the northwest line of the beforementioned 32.360 acre tracts, adjacent to a fence, at a distance of 1882.4 feet, pass a fence post corner marking the north corner of the 32.360 acre tract (A. G. Hronek) in the fenced southwest right-of-way line of F.M. No. 1362, continue on, across said F.M. No. 1362 and through the interior of the beforementioned called 130.1 acre tract, for a total distance of 2414.33 feet and corner;

THENCE S 31° 09' 53" E continuing through the interior of the beforementioned 130.1 acre tract, for a distance of 1354.32 feet to the northwest right-of-way line of the original 100' right-of-way of State Highway No. 21, a concrete right-of-way marker marking a transition point from Highway No. 21 to F.M. No. 1362 bears S 81° 00' 01" W 488.23 feet;

THENCE S 53° 42' 37" W along the original northwest right-of-way line of State Highway No. 21, for a distance of 494.42 feet to the intersection of the projected centerline of the beforementioned F.M. No. 1362, same being the north corner of the beforementioned 2.92 acre tract and in the southwest line of the beforementioned 130.1 acre tract;

THENCE S 31° 05' 23" E along the northeast line of the beforementioned 2.92 acre tract, with the projected centerline of F.M. No. 1362 and the southwest line of the beforementioned 130.1 acre tract, for a distance of 100.41 feet to the east corner of the 2.92 acre tract and the west corner of the beforementioned 2.16 acre tract and the north corner of the beforementioned 2.3 acre tract in the southeast right-of-way line of the original 100' wide right-of-way of State Highway No. 21;

THENCE N 53° 42' 37" E along the original southeast right-of-way line of State Highway No. 21, for a distance of 860.41 feet to the north corner of the beforementioned 2.16 acre tract;

THENCE S 45° 44' 50" E along the northeast line of the beforementioned 2.16 acre tract and the beforementioned 130.1 acre tract, adjacent to the fenced southwest line of the beforementioned County Road No. 215, at a distance of 57.4 feet, pass a concrete right-of-way marker in the existing southeast right-of-way line of State Highway No. 21, continue on, for a total distance of 2114.72 feet to the **PLACE OF BEGINNING**, containing 220.98 acres of land, more or less.

Bearings based on True North, obtained by Solar Observation.

LIMITED TO THE AUSTIN CHALK FORMATION as found between 7075 feet and 7187 feet in the Champlin A. Hronek #1 Well, which is located 468 feet from the Sly SE line and 2384 feet from the SW line of the R.W. Scott Survey, A-214, Burleson County, Texas.

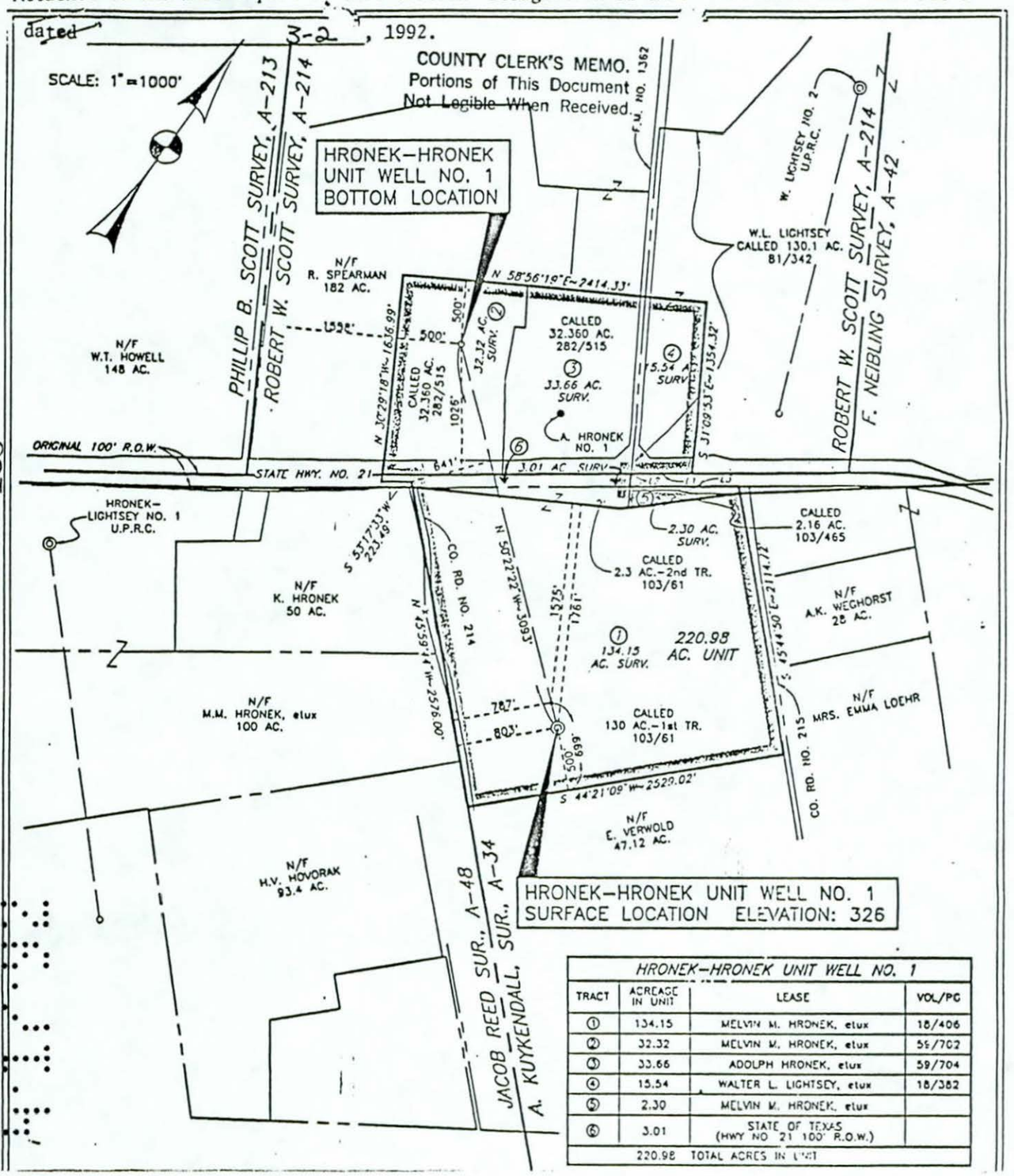
VOL 199 PG 187

KLING ENGINEERING AND SURVEYING

EXHIBIT "C"

Attached to and made a part of that certain "Designation of Unit-- Hronek-Hronek Unit No. 1"

dated W-2, 1992.



HRONEK–HRONEK UNIT WELL NO. 1			
TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
①	134.15	MELVIN M. HRONEK, etux	18/406
②	32.32	MELVIN M. HRONEK, etux	55/702
③	33.66	ADOLPH HRONEK, etux	59/704
④	15.54	WALTER L. LIGHTSEY, etux	18/382
⑤	2.30	MELVIN M. HRONEK, etux	
⑥	3.01	STATE OF TEXAS (HWY NO. 21 100' R.O.W.)	
220.98 TOTAL ACRES IN UNIT			

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NOTES:
1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED N 53E-5.8 MI. FROM CALDWELL.
3. [redacted] INDICATES LIMITS OF UNIT.

LINE	BEARING	DIST.
L1	S 53°42'37"W	494.42'
L2	S 31°05'[illegible]"E	100.41'
L3	N 53°42'37"E	660.41'

FILED FOR RECORD
at 3:15 o'clock P M.
MAR 23 1992
EVELYN M. HENRY
COUNTY CLERK, BURLESON CO., TEX.
BY Linda [illegible]

COUNTY CLERK'S MEMO.
Portions of This Document
[illegible]le When Received.

REVISED:10/08/91
Changed Hwy. Ac.

STATE OF TEXAS
REGISTERED
S. M. KLING
2003
PROFESSIONAL
LAND SURVEYOR

WELL LOCATION

HRONEK–HRONEK UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

A. KUYKENDALL SURVEY, A–34
ROBERT W. SCOTT SURVEY, A–214
BURLESON COUNTY, TEXAS

VOL 199 PG 189

SURVEYED: SEPTEMBER, 1991

BY: S.M. KLING R.P.L.S. NO. 2003

SCALE: 1"=1000'

SEPTEMBER, 1991

THE STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 23 DAY OF March, 19 92, AT 3:15 O'CLOCK P. M., AND DULY RECORDED ON 30 DAY OF March, 19 92, AT 4:00 O'CLOCK P. M., IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 199, PAGE 182-189

WITNESS MY HAND AND OFFICIAL SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND YEAR ABOVE WRITTEN.

BY Anna L. Schelack DEPUTY

EVELYN M. HENRY
COUNTY CLERK, BURLESON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, County Clerk, Burleson County, Texas, do hereby certify that the foregoing is a true and correct copy of the original, as same appears of record in Vol. 199, Page 182-189, Oil & Gas Lease Records, Burleson County, Texas.

Witness my hand and seal of office on this the 1st day of April, A.D, 19 92.

EVELYN M. HENRY
County Clerk, Burleson County, Texas
BY Marcella Frazzetti
Deputy

DESIGNATION OF UNIT 1474

HRONEK-HRONEK UNIT NO. 1

STATE OF TEXAS

COUNTY OF BURLESON

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of valid and subsisting oil, gas, and mineral leases listed in Exhibit "A", attached hereto and made a part hereof, insofar as said oil, gas, and mineral leases cover and affect the land and depths described on Exhibit "B", attached hereto and made a part hereof, do, by virtue of the authority conferred by the terms of such oil, gas, and mineral leases and all amendments and corrections thereto, hereby pool, consolidate, combine, and unitize said oil, gas, and mineral leases, the leasehold rights, overriding royalty, and royalty interests therein and thereunder, for the purpose of drilling for, development, and production of oil, gas, and liquid hydrocarbons (including condensate, distillate, and other liquids). The unit (hereinafter "Unit") shall be comprised of the land and interval described on the attached Exhibit "B", as depicted on the Plat attached hereto as Exhibit "C".

If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair, or invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.

This Designation of Unit covers all production from the land and depths described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit area. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

The undersigned reserve the right to amend this Designation of Unit from time to time, and at any time, in order to correct any error herein or to include in this Unit any newly acquired interests within the Unit boundaries or to enlarge the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the subject leases, by appropriate amendments or instruments correcting or committing any such interest to this Unit. Any such Amendment may be executed by the Operator of the Unit, on behalf of the undersigned, provided that such Amendment will not change the interests of the owners in the Unit.

By execution of this Designation of Unit, the undersigned do not exhaust their right to pool the leases and lands hereinabove described with other leases and lands as to any other minerals, horizon, or strata covered thereby, and they expressly reserve to themselves, their assignees, or successors in interest, the right and power to pool or unitize the above described leases and lands with any other leases, lands, horizons, or strata in the vicinity and so far as the power, right, and authority to do so is granted in the subject leases and various agreements and so long as such power and authority is exercised in accordance with applicable rules and regulations of any governmental regulatory body or agency having jurisdiction.

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This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument. This Unit may not be ratified or joined in by any party who is not named hereinbelow without the consent of the parties hereto.

The Unit hereby created shall be effective as of the date of first production from the Unit, and shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the leases covering the Unit are maintained in force by payment or tender of shut-in royalties or by other means, in accordance with the terms of said leases.

IN WITNESS WHEREOF, this Designation of Unit is executed on this 2nd day of March, 1992.

UNION PACIFIC RESOURCES COMPANY

By: Debra Johnson
Its: Attorney-in-Fact

COLUMBIA GAS DEVELOPMENT CORPORATION

By: _____
Its: _____

_____
Charles W. Alcorn, Jr.

_____
Fred C. Alcorn

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 2nd day of March, 1992, by Debra Johnson, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.

Charlotte Campbell
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/25/95

Charlotte Campbell
Notary Public in and for the
State of Texas
My commission expires: 03/25/95

VOL 199 PAGE 199

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1992, by _____, the _____ of COLUMBIA GAS DEVELOPMENT CORPORATION, a _____ corporation, on behalf of said corporation.

_____
Notary Public in and for the
State of _____
My commission expires:_____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1992, by Charles W. Alcorn, Jr.

_____
Notary Public in and for the
State of _____
My commission expires:_____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1992, by Fred C. Alcorn.

_____
Notary Public in and for the
State of _____
My commission expires:_____

Law Department Approved
DESUNIT.O&G

Exhibit "A"

Attached to and made a part of that certain "Designation of Unit - Hronek-Hronek Unit No. 1" dated 3-2, 1992.

Lessor: Walter Lee Lightsey, et ux TX-8121
Lessee: Fred Prickett
Dated: April 23, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 382

Lessor: Commissioner of the General Land Office of the State of Texas
Lessee: Union Pacific Resources Company, et al.
Dated: January 21, 1992
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume ____, Page ____

Lessor: Adolph Hronek, et ux TX-8169
Lessee: Fred Prickett
Dated: May 5, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 451

Lessor: Melvin M. Hronek, et ux TX-8135(2)
Lessee: Fred Prickett
Dated: April 29, 1976
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 18, Page 406

Lessor: Melvin Hronek, et ux TX-43427
Lessee: Union Pacific Resources Company
Dated: September 12, 1991
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 191, Page 183

Lessor: Antonia H. Mendez, et al. TX-43786
Lessee: Union Pacific Resources Company
Dated: September 26, 1991
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 191, Page 325

Exhibit "B"

Attached to and made a part of that certain "Designation of Unit- Hronek-Hronek Unit No.1 "dated 3-2, 1992.

Hronek - Hronek Unit Well No. 1
220.98 Acre Unit
Union Pacific Resources Company
A. Kuykendall Survey, A-34
Robert W. Scott Survey, A-214
Burleson County, Texas

Field notes of a 220.98 acre tract or parcel of land, lying and being situated in the A. Kuykendall Survey, Abstract No. 34 and the Robert W. Scott Survey, Abstract No. 214, and consisting of the following tracts:

All of the called 130 acre - First Tract and all of the called 2.3 acre - Second Tract described in the deed from W. H. Drgac and Albina Drgac to Melvin M. Hronek and wife, Lois Hronek, as recorded in Volume 103, Page 61, of the Deed Records of Burleson County, Texas;

All of the called 32.360 acre - First Tract (Part 1) and all of the called 32.360 acre - First Tract (Part 2) described in the Correction Partition Deed by and between Melvin M. Hronek and A. G. Hronek, as recorded in Volume 282, Page 515, of the Deed Records of Burleson County, Texas;

Part of the called 130.1 acre - First Tract described in the deed from J. Earl Porter to W. L. Lightsey as recorded in Volume 81, Page 342, of the Deed Records of Burleson County, Texas;

All of the called 2.16 acre tract described in the deed from W. L. Lightsey to Ned Mendez, as recorded in Volume 103, Page 465, of the Deed Records of Burleson County, Texas;

All of the called 2.92 acre tract which is part of the original 100' wide right-of-way of State Highway No. 21, described in the deed form C. R. Runkle, et all, to the State of Texas, as recorded in Volume 76, Page 408, of the Deed Records of Burleson County, Texas and said 220.98 acre tract being more particularly described as follows:

BEGINNING at the 1/2" iron rod found at an 8" creosote post fence corner in the southwest line of County Road No. 215 marking the east corner of the beforementioned 130 acre tract;

THENCE S 44° 21' 09" W along the southeast line of the beforementioned 130 acre tract, adjacent to a fence, at a distance of 2486.87 feet, pass a 1/2" iron rod found at a 10" creosote post fence corner in the fenced northeast line of County Road No. 214, continue on, for a total distance of 2529.02 feet to the south corner of the 130 acre tract in the southwest line of the beforementioned A. Kuykendall Survey, Abstract No. 34;

THENCE N 45° 59' 44" W along the southwest line of the beforementioned 130 acre tract with said survey line and skewing across the beforementioned County Road No. 214, for a distance of 2576.00 feet to the southeast line of the beforementioned 2.92 acre tract, from which a 1/2" iron rod found at a cross-tie fence corner at the intersection of the fenced southeast line of Highway No. 21 and the fenced northeast line of County Road No. 214 bears S 77° 42' 00" E 57.11 feet;

THENCE S 53° 17' 33" W along the southeast line of the beforementioned 2.92 acre tract, for a distance of 223.49 feet to the south corner of the 2.92 acre tract;

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KLING ENGINEERING AND SURVEYING
BRYAN, TEXAS

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Hronek - Hronek Unit Well No. 1
220.98 Acre Unit
Union Pacific Resources Company
A. Kuykendall Survey, A-34
Robert W. Scott Survey, A-214
Burleson County, Texas
Continued - Page 2

THENCE N 30° 29' 18" W along the southwest line of the beforementioned 2.92 acre tract and the beforementioned 32.360 acre tract (Melvin Hronek) at a distance of 173.5 feet, pass a Twin Hackberry tree fence corner in the fenced northwest right-of-way line of State Highway No. 21, continue on, adjacent to a fence, for a distance of 1636.99 feet to a fence post corner marking the west corner of the 32.360 acre tract;

THENCE N 58° 56' 19" E along the northwest line of the beforementioned 32.360 acre tracts, adjacent to a fence, at a distance of 1882.4 feet, pass a fence post corner marking the north corner of the 32.360 acre tract (A. G. Hronek) in the fenced southwest right-of-way line of F.M. No. 1362, continue on, across said F.M. No. 1362 and through the interior of the beforementioned called 130.1 acre tract, for a total distance of 2414.33 feet and corner;

THENCE S 31° 09' 53" E continuing through the interior of the beforementioned 130.1 acre tract, for a distance of 1354.32 feet to the northwest right-of-way line of the original 100' right-of-way of State Highway No. 21, a concrete right-of-way marker marking a transition point from Highway No. 21 to F.M. No. 1362 bears S 81° 00' 01" W 488.23 feet;

THENCE S 53° 42' 37" W along the original northwest right-of-way line of State Highway No. 21, for a distance of 494.42 feet to the intersection of the projected centerline of the beforementioned F.M. No. 1362, same being the north corner of the beforementioned 2.92 acre tract and in the southwest line of the beforementioned 130.1 acre tract;

THENCE S 31° 05' 23" E along the northeast line of the beforementioned 2.92 acre tract, with the projected centerline of F.M. No. 1362 and the southwest line of the beforementioned 130.1 acre tract, for a distance of 100.41 feet to the east corner of the 2.92 acre tract and the west corner of the beforementioned 2.16 acre tract and the north corner of the beforementioned 2.3 acre tract in the southeast right-of-way line of the original 100' wide right-of-way of State Highway No. 21;

THENCE N 53° 42' 37" E along the original southeast right-of-way line of State Highway No. 21, for a distance of 860.41 feet to the north corner of the beforementioned 2.16 acre tract;

THENCE S 45° 44' 50" E along the northeast line of the beforementioned 2.16 acre tract and the beforementioned 130.1 acre tract, adjacent to the fenced southwest line of the beforementioned County Road No. 215, at a distance of 57.4 feet, pass a concrete right-of-way marker in the existing southeast right-of-way line of State Highway No. 21, continue on, for a total distance of 2114.72 feet to the **PLACE OF BEGINNING**, containing 220.98 acres of land, more or less.

Bearings based on True North, obtained by Solar Observation.

LIMITED TO THE AUSTIN CHALK FORMATION as found between 7075 feet and 7187 feet in the Champlin A. Hronek #1 Well, which is located 468 feet from the Sly SE line and 2384 feet from the SW line of the R.W. Scott Survey, A-214, Burleson County, Texas.

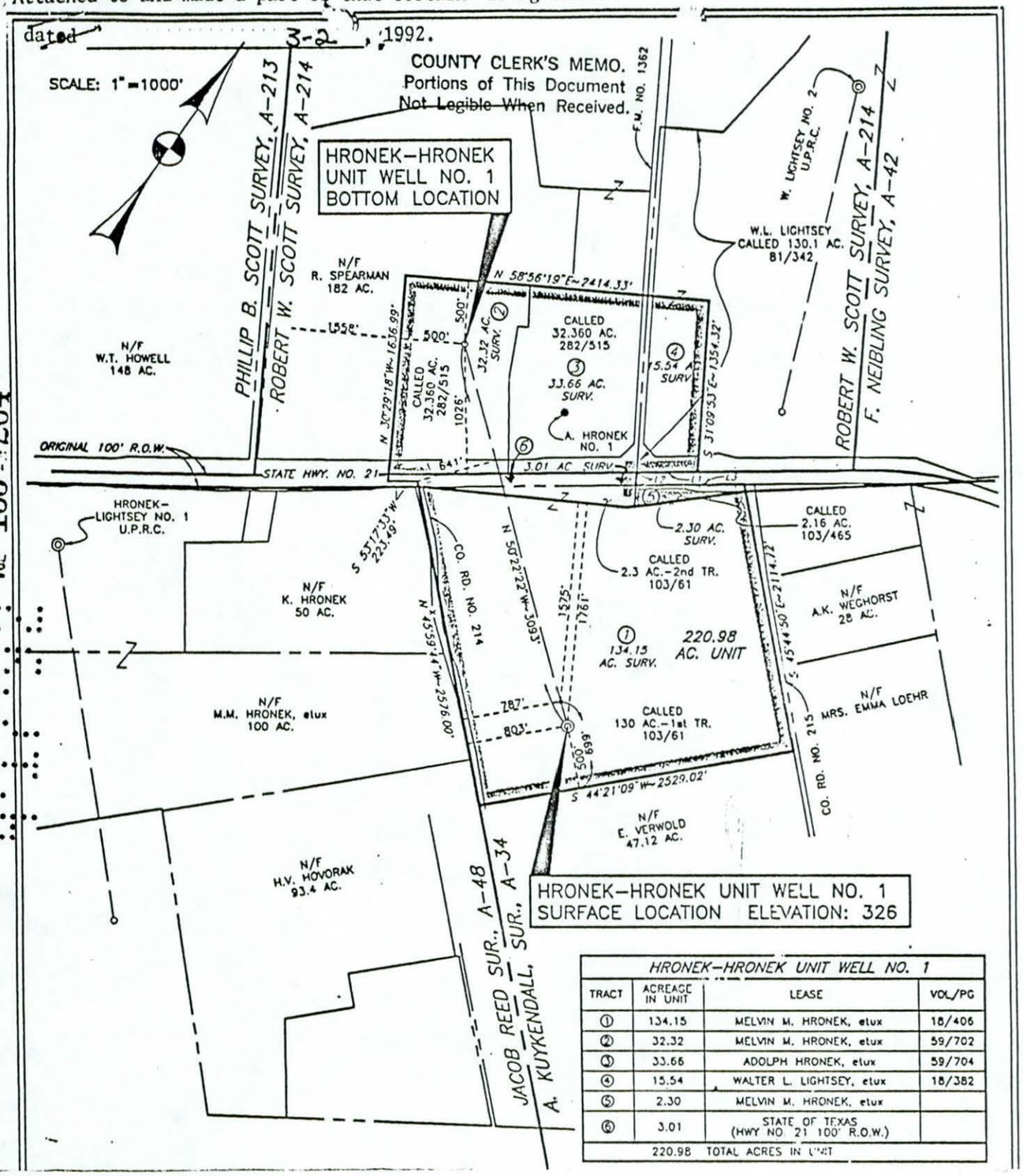
VOL 199 PAGE 203

KLING ENGINEERING AND SURVEYING
BRYAN, TEXAS

EXHIBIT "C"

Attached to and made a part of that certain "Designation of Unit-- Hronek-Hronek Unit No. 1"

dated 3-2, 1992.



HRONEK-HRONEK UNIT WELL NO. 1			
TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
①	134.15	MELVIN M. HRONEK, etux	18/406
②	32.32	MELVIN M. HRONEK, etux	59/702
③	33.66	ADOLPH HRONEK, etux	59/704
④	15.54	WALTER L. LIGHTSEY, etux	18/382
⑤	2.30	MELVIN M. HRONEK, etux	
⑥	3.01	STATE OF TEXAS (HWY NO. 21 100' R.O.W.)	
220.98	TOTAL ACRES IN UNIT		

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NOTES:

1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED N 53E~5.8 MI. FROM CALDWELL.
3. [redacted] INDICATES LIMITS OF UNIT.

LINE	BEARING	DIST.
L1	S 53°42'37"W	494.42'
L2	S 31°05'23"E	100.41'
L3	N 53°42'37"E	660.41'

FILED FOR RECORD
at 3:15 o'clock P M.
MAR 23 1992
EVELYN M. HENRY
COUNTY CLERK, BURLESON CO. TEX.
BY [signature]

COUNTY CLERK'S MEMO.
Portions of This Document
Not Legible When Received.

REVISED: 10/08/91
Changed Hwy. Ac.

STATE OF TEXAS
REGISTERED
S. M. KLING
2003
PROFESSIONAL
LAND SURVEYOR

WELL LOCATION

HRONEK—HRONEK
UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

A. KUYKENDALL SURVEY, A—34
ROBERT W. SCOTT SURVEY, A—214
BURLESON COUNTY, TEXAS

VOL 199 PAGE 205

SURVEYED: SEPTEMBER, 1991

BY: S.M. KLING R.P.L.S. NO. 2003

SCALE: 1" = 1000'

SEPTEMBER, 1991

HRONEK

KLING ENGINEERING & SURVEYING
BRYAN TEXAS

THE STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 23 DAY OF March, 19 92, AT 3:15 O'CLOCK P. M., AND DULY RECORDED ON 30 DAY OF March, 19 92, AT 4:00 O'CLOCK P. M., IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 199, PAGE 198-205

WITNESS MY HAND AND OFFICIAL SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND YEAR ABOVE WRITTEN.

BY Anna L. Schielack DEPUTY

EVELYN M. HENRY
COUNTY CLERK, BURLESON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, County Clerk, Burleson County, Texas, do hereby certify that the foregoing is a true and correct copy of the original, as same appears of record in Vol. 199 Page 198-205, Oil & Gas Lease Records, Burleson County, Texas.

Witness my hand and seal of office on this the 1st day of April, A.D, 19 92.

EVELYN M. HENRY
County Clerk, Burleson County, Texas
BY Marcella Frazetti
Deputy

MF 94859
Item Unit Desc.
To
From
Date 4.17.92

Union Pacific Resources

SEND INQUIRIES TO: P.O. BOX 2995
FORT WORTH, TEXAS 76113-2995

FORM FS-003 (06-89)

10-000-6914006 U P RESOURCES CO 05366735

VOUCHER NUMBER	INVOICE NUMBER	PURCHASE ORDER	INVOICE DATE	AMOUNT	DISCOUNT	NET AMOUNT
655167 FILING FEE	ST6914006E92		05-21-92	25.00	.00	25.00
		TOTALS		25.00	.00	25.00

92050489

RECEIVED
JUN 2 1992
ENERGY RESOURCES

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

May 21, 1992

State of Texas
General Land Office
1700 N. Congress Ave., Rm. 640
Austin, TX 78701

RE: STATE OF TEXAS OIL & GAS LEASE
NO. M-94859
BURLESON COUNTY, TEXAS

ATTN: ROBERT HATTER

Ladies and Gentlemen:

Pursuant to the pooling provisions in the above referenced lease, enclosed please find one certified copy of the following:

DESIGNATION OF UNIT
HRONEK-HRONEK UNIT NO. 1
RECORDED: VOL. 199, PG. 174
BURLESON COUNTY, TEXAS

Also, please find enclosed the required filing fee of $25.00. Should you need any further information, please do not hesitate to call.

Sincerely,

Amy D. Lindsey

Amy D. Lindsey
Land Analyst
(817) 877-7833

Union Pacific Resources Company
P.O. Box 7
Fort Worth, Texas 76101-0007
817 / 877-6000
TWX 910 893 5024
Telex 758-447

MF 94859
ITEM 42
TO
FROM Union Pacific
DATE 6/2/92

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

DIVISION ORDER

DATE: 07/20/93

NCT

PROPERTY NUMBER: 040428 PRODUCT(S):CRUDE OIL
B
PROPERTY NAME: HRONEK-HRONEK UNIT #1 COUNTY/PARISH: BURLESON

OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS

LEGAL DESCRIPTION: 220.98 ACRES OUT OF ABNER KUYKENDALL SURVEY, A-34 ET AL, PER UNIT DESIGNATION REC VOL 199 PG 190.

STATE OF TEXAS 005772101001
% COMMISSION GEN. LAND OFFICE
1700 N CONGRESS AVENUE
STEPHEN F. AUSTIN BLDG. 100
AUSTIN TX 78701

THIS IS YOUR COPY. PLEASE RETAIN FOR YOUR RECORDS.
IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT. FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993. THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF APRIL 1992.

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

[redacted]

SOCIAL SECURITY OR TAX ID #

SIGNATURE OF WITNESS #2

NEW ADDRESS (IF CHANGED)

OWNER NUMBER	DOI/ID	OWNER NAME	INTEREST TYPE	INTEREST PAID BY UPRC
0057721 01	001	STATE OF TEXAS	RI	0.001703

INTEREST TYPE LEGEND:
WI - WORKING INTEREST OR - OVERRIDING ROYALTY RI - ROYALTY INTEREST
PP - PRODUCTION PAYMENT TP - TOTAL PRODUCTION

UNION PACIFIC RESOURCES COMPANY

TO: Union Pacific Resources Company.
P.O.Box 2993
Fort Worth, Texas 76113-2993

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

DIVISION ORDER

DATE: 07/20/93

NCT

PROPERTY NUMBER: 040428 PRODUCT(S):GAS
F
PROPERTY NAME: HRONEK-HRONEK UNIT #1 COUNTY/PARISH: BURLESON

OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS

LEGAL DESCRIPTION: 220.98 ACRES OUT OF ABNER KUYKENDALL SURVEY, A-34 ET AL, PER UNIT DESIGNATION REC VOL 199 PG 190.

STATE OF TEXAS 005772101001
% COMMISSION GEN. LAND OFFICE
1700 N CONGRESS AVENUE
STEPHEN F. AUSTIN BLDG. 200
AUSTIN TX 78701

IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT. FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993. THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF APRIL 1992.

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

[redacted]

SOCIAL SECURITY OR TAX ID #

SIGNATURE OF WITNESS #2

NEW ADDRESS (IF CHANGED)

OWNER NUMBER	DOI/ID	OWNER NAME	INTEREST TYPE	INTEREST PAID BY UPRC
0057721 01	001	STATE OF TEXAS	RI	0.001703

INTEREST TYPE LEGEND:
WI - WORKING INTEREST OR - OVERRIDING ROYALTY RI - ROYALTY INTEREST
PP - PRODUCTION PAYMENT TP - TOTAL PRODUCTION

UNION PACIFIC RESOURCES COMPANY

TO: Union Pacific Resources Company.
P.O.Box 2993
Fort Worth, Texas 76113-2993

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3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

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9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Texas General Land Office
Garry Mauro, Commissioner

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701-1495
(512) 463-5001

August 06, 1993

Division Order Department
UNION PACIFIC RESOURCES
P.O. BOX 2993
FORT WORTH, TX 76113-2993

RE: Mineral File No. M-94859
Dear Sir or Madam:

This letter acknowledges the Division Order prepared by your company for execution by the individual royalty owners.

The statutes provide for the royalties that the State receives. It is not the policy of the General Land Office to execute division orders.

The General Land Office, insofar as permitted under the law, acquiesces in the sale of the oil and gas to you under the lease, as prescribed by law and under the terms and conditions set out in the lease covering the land in question.

We have filed the division order in the mineral file referenced above. If you have any questions, please feel free to call me at (512) 463-5042.

Sincerely,

Drew Reid

Drew Reid, Landman
Lease Administration
Energy Resources

DR/dr

Printed on recycled paper with soybean ink

(14)

File No. MF-94859

Division order

Date Filed: 8/6/93

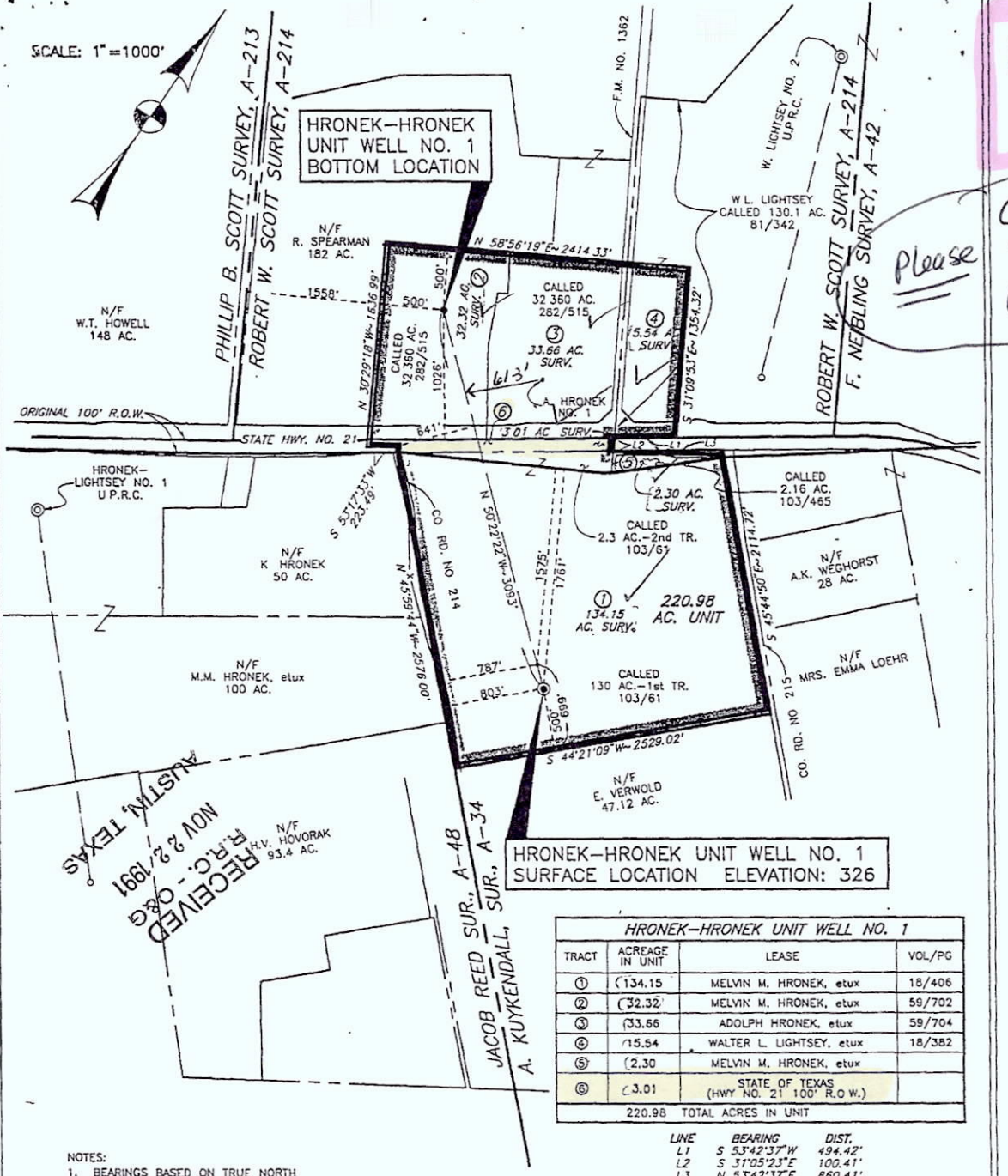
Jerry E. Patterson, Commissioner

By _____

M-94859
Division Order
8-6-93
(14)

Unit 2200

Please Correct on GIS



HRONEK–HRONEK UNIT WELL NO. 1
SURFACE LOCATION ELEVATION: 326

HRONEK–HRONEK UNIT WELL NO. 1			
TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
①	134.15	MELVIN M. HRONEK, etux	18/406
②	32.32	MELVIN M. HRONEK, etux	59/702
③	33.66	ADOLPH HRONEK, etux	59/704
④	15.54	WALTER L. LIGHTSEY, etux	18/382
⑤	2.30	MELVIN M. HRONEK, etux	
⑥	3.01	STATE OF TEXAS (HWY NO. 21 100' R.O.W.)	
220.98 TOTAL ACRES IN UNIT			

LINE	BEARING	DIST.
L1	S 53°42'37"W	494.42'
L2	S 31°05'23"E	100.41'
L3	N 53°42'37"E	860.41'

NOTES:
1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED N 53°E~5.8 MI. FROM CALDWELL.
3. ▨ INDICATES LIMITS OF UNIT.

MF094859

REVISED:10/08/91
Changed Hwy. Ac.

STATE OF TEXAS REGISTERED S. M. KLING 2003 PROFESSIONAL LAND SURVEYOR

WELL LOCATION

HRONEK–HRONEK UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

A. KUYKENDALL SURVEY, A–34
ROBERT W. SCOTT SURVEY, A–214
BURLESON COUNTY, TEXAS

SURVEYED: SEPTEMBER, 1991

BY: S.M. KLING R.P.L.S. NO. 2003

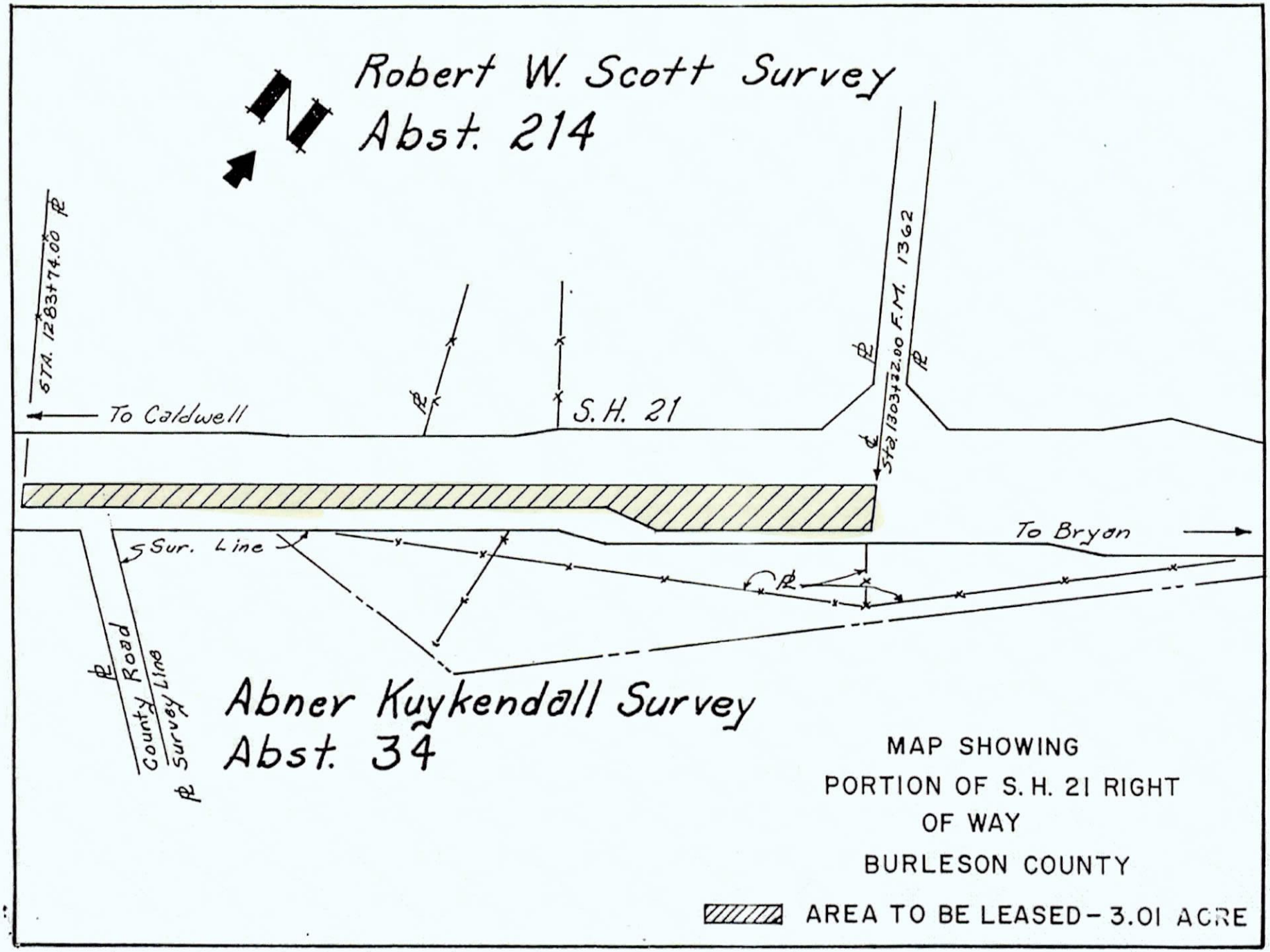
SCALE: 1"=1000' SEPTEMBER, 1991

HRONEK

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

Correct lease on GIS

MF094859



File No. MF 094859

Burleson County

Correct Unit 2200 plat

Date Filed: 9/11/19

George P. Bush, Commissioner

By MB Bamster

Classification: DCL-Internal

10.1.19

Chesapeake Operating, L.L.C.
Division Order

www.chk.com/owners

Unit 9722
MF094859 + MF119751

Well Number:	61539	Owner Number:	40650
Well Name:	ODSTRCIL B #1H	Owner Name:	STATE OF TEXAS
Operator:	WILDHORSE RESOURCES DEVELOPMENT LLC	Date Prepared:	September 26, 2019
Production:	All Products	Interest Type:	RI
Property Description:	Being 640 AC MOL, part of the Abner Kuykendall Svy, A-34, the F Neibling Svy, A-42, and the R W Scott Svy, A-214, Burleson County, TX	Interest:	0.00137891

The undersigned certifies the ownership of their decimal interest in production or proceeds, as described above, payable by Chesapeake Operating, L.L.C. (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest or payment address. All such changes shall be effective the first day of month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $100.00, or pay annually, whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located, including to request monthly payment of accrued proceeds greater than Ten dollars ($10.00) (LA) or Twenty-five dollars ($25.00) (OK) by written request to Payor.

CURRENT ACCOUNT ADDRESS		NEW ADDRESS	
Address 1700 NORTH CONGRESS AVE		Address	
ATTN: VIVIAN ZAMORA ROOM 845 F			
City AUSTIN		City	
State TX	Zip 78701	State	Zip
Phone		Phone	
Email		Email	

Apply this address change to my: ☐ *Check/Revenue Address* ☐ *Correspondence Address*

Signature

Social Security or Tax ID Number

Signature

Social Security or Tax ID Number

Federal Law requires a Social Security or Tax Identification Number form to be on file with Payor. Failure to comply will result in 24% tax withholding and will not be refundable by Payor.

Classification: DCL-Internal

10·1·19

Additional Requirements:

Classification: DCL-Internal

10·1·19

CHESAPEAKE ENERGY

Division Order Department

September 26, 2019

STATE OF TEXAS
1700 NORTH CONGRESS AVE
ATTN: VIVIAN ZAMORA ROOM 845 F
AUSTIN, TX 78701

Re: STATE OF TEXAS
ODSTRCIL B #1H

Dear Owner:

Welcome to Chesapeake; we are excited to work with you. Enclosed is your Division Order which describes the well interest attributed to you in our records.

If you believe the information on this form to be incorrect, or if you have any questions about the information on the form, please call us at 1-877-245-1427 or email wildhorsecontact@chk.com. Please reference your owner number when you contact us. This number appears on the enclosed form and at the top of your revenue check.

All documentation may be sent to us via email or regular mail to the address below. When sending documents or email to Chesapeake, please reference your owner number.

Chesapeake Energy Corporation
Attn: Owner Relations
PO Box 18496
Oklahoma City, OK 73154-0496
wildhorsecontact@chk.com

We encourage you to vising our website www.chk.com. The 'Owner Relations' section of the site has a Frequently Asked Question (FAQ) page, a page describing documents needed for ownership changes and forms to change your address and to setup a direct deposit payment. We also have a page for WildHorse owners that addresses questions specific to the merger.

Again, we look forward to working with you.

Sincerely,

Division Orders

Classification: DCL-Internal

10-1-19

CHESAPEAKE ENERGY

Chesapeake Operating, L.L.C.
Division Order Instruction Sheet
www.chk.com/owners

STATE OF TEXAS
1700 NORTH CONGRESS AVE
ATTN: VIVIAN ZAMORA ROOM 845 F
AUSTIN, TX 78701

ONLY sign and return the attached Division Order if you need to update the information noted below; if there are no updates to your information, retain this document for your records

---

Social Security Number or Taxpayer Identification Number

- If you have not previously provided us with a Social Security of Tax Identification Number, please provide a Social Security or Tax Identification Number in the signature block section at the bottom of the Division Order.
- Failure to furnish a Social Security or Tax Identification Number will result in 24% tax reduction to your payments in accordance with Title 26 of Section 3406 (a) (1) of the Internal Revenue Code, and any tax withheld will not be refundable by Chesapeake.

Address and Ownership Changes

- Please note any change of address directly on the Division Order in the address update section.
- If an additional or subsequent change of address is needed, please visit our website at www.chk.com and fill out the Change of Address form found under Owner Relations → Important Documents.
- If an ownership change needs to be made, please visit our website at www.chk.com and review the Ownership Change Guide found under Owner Relations → Ownership Changes. Original documents will not be returned; please send a COPY (or copies) of the documents requested.

Electronic Funds Transfer (Direct Deposit)

- If you would like to receive your funds by automatic deposit, please visit our website at www.chk.com and fill out the Direct Deposit form found under Owner Relations → Important Documents.

Signature Requirements

The Division Order **ONLY** needs to be signed and returned to Chesapeake if there is a change of address, change of ownership, or if a Social Security Number or Tax Identification Number needs to be provided. When signing under these circumstances, please follow these instructions:

- Sign exactly as shown on the Division Order. If your signature is different, please provide legal documentation authorizing the name change.
- Signatures by Agents, Attorneys-in-Fact, Guardians or Trustees must be verified by attaching a copy of the recorded legal evidence of the rights vested in the signatory party.
- In the event of multiple trustees/executors, all signatures are required unless documentation is provided evidencing authority to sign on behalf of all parties.
- An authorized official, with the name and title of the signing party printed beneath the signature, must execute for companies, corporations or partnerships.

CONTACT US

If you have any questions, please call us at 1-877-245-1427, or you can email us at wildhorsecontact@chk.com.
Please have the following information ready when calling or emailing, so we can better assist you.

- Name and Owner Number
- County and State where Well is Located
- Well Name and Property Number

Return Forms with Updated Information to:
Chesapeake Operating, L.L.C.
Attn: Owner Relations
P.O. Box 18496
Oklahoma City, OK 73154-0496

Para solicitar una versión de este documento en español, llame al 1-877-245-1427

Classification: DCL-Internal

10-1-19

Chesapeake Operating, L.L.C.
Division Order

www.chk.com/owners

Well Number:	61539	Owner Number:	40650
Well Name:	ODSTRCIL B #1H	Owner Name:	STATE OF TEXAS
Operator:	WILDHORSE RESOURCES DEVELOPMENT LLC	Date Prepared:	September 26, 2019
Production:	All Products	Interest Type:	RI1
Property Description:	Being 640 AC MOL, part of the Abner Kuykendall Svy, A-34, the F Neibling Svy, A-42, and the R W Scott Svy, A-214, Burleson County, TX	Interest:	0.00003516

The undersigned certifies the ownership of their decimal interest in production or proceeds, as described above, payable by Chesapeake Operating, L.L.C. (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest or payment address. All such changes shall be effective the first day of month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $100.00, or pay annually, whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located, including to request monthly payment of accrued proceeds greater than Ten dollars ($10.00) (LA) or Twenty-five dollars ($25.00) (OK) by written request to Payor.

CURRENT ACCOUNT ADDRESS		NEW ADDRESS	
Address 1700 NORTH CONGRESS AVE		Address	
ATTN: VIVIAN ZAMORA ROOM 845 F			
City AUSTIN		City	
State TX	Zip 78701	State	Zip
Phone		Phone	
Email		Email	

Apply this address change to my: ☐ *Check/Revenue Address* ☐ *Correspondence Address*

Signature

Social Security or Tax ID Number

Signature

Social Security or Tax ID Number

Federal Law requires a Social Security or Tax Identification Number form to be on file with Payor. Failure to comply will result in 24% tax withholding and will not be refundable by Payor.

10 1 19

Additional Requirements:

Classification: DCL-Internal

10·1·19

CHESAPEAKE ENERGY

Division Order Department

September 26, 2019

STATE OF TEXAS
1700 NORTH CONGRESS AVE
ATTN: VIVIAN ZAMORA ROOM 845 F
AUSTIN, TX 78701

Re: STATE OF TEXAS
ODSTRCIL B #1H

Dear Owner:

Welcome to Chesapeake; we are excited to work with you. Enclosed is your Division Order which describes the well interest attributed to you in our records.

If you believe the information on this form to be incorrect, or if you have any questions about the information on the form, please call us at 1-877-245-1427 or email wildhorsecontact@chk.com. Please reference your owner number when you contact us. This number appears on the enclosed form and at the top of your revenue check.

All documentation may be sent to us via email or regular mail to the address below. When sending documents or email to Chesapeake, please reference your owner number.

Chesapeake Energy Corporation
Attn: Owner Relations
PO Box 18496
Oklahoma City, OK 73154-0496
wildhorsecontact@chk.com

We encourage you to vising our website www.chk.com. The 'Owner Relations' section of the site has a Frequently Asked Question (FAQ) page, a page describing documents needed for ownership changes and forms to change your address and to setup a direct deposit payment. We also have a page for WildHorse owners that addresses questions specific to the merger.

Again, we look forward to working with you.

Sincerely,

Division Orders

Classification: DCL-Internal

10-1-19

CHESAPEAKE ENERGY

Chesapeake Operating, L.L.C.
Division Order Instruction Sheet
www.chk.com/owners

STATE OF TEXAS
1700 NORTH CONGRESS AVE
ATTN: VIVIAN ZAMORA ROOM 845 F
AUSTIN, TX 78701

ONLY sign and return the attached Division Order if you need to update the information noted below; if there are no updates to your information, retain this document for your records

---

Social Security Number or Taxpayer Identification Number

- If you have not previously provided us with a Social Security of Tax Identification Number, please provide a Social Security or Tax Identification Number in the signature block section at the bottom of the Division Order.
- Failure to furnish a Social Security or Tax Identification Number will result in 24% tax reduction to your payments in accordance with Title 26 of Section 3406 (a) (1) of the Internal Revenue Code, and any tax withheld will not be refundable by Chesapeake.

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- Name and Owner Number
- County and State where Well is Located
- Well Name and Property Number

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Attn: Owner Relations
P.O. Box 18496
Oklahoma City, OK 73154-0496

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Classification: DCL-Internal

10-1-19

Chesapeake Operating, L.L.C.
Division Order

www.chk.com/owners

Well Number:	61570	Owner Number:	40650
Well Name:	ODSTRCIL B #2H	Owner Name:	STATE OF TEXAS
Operator:	WILDHORSE RESOURCES DEVELOPMENT LLC	Date Prepared:	September 26, 2019
Production:	All Products	Interest Type:	RI
Property Description:	Being 640 AC MOL, part of the Abner Kuykendall Svy, A-34, the F Neibling Svy, A-42, and the R W Scott Svy, A-214, Burleson County, TX	Interest:	0.00137891

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10·1·19

Additional Requirements:

Classification: DCL-Internal

10 1 19

CHESAPEAKE ENERGY

Chesapeake Operating, L.L.C.
Division Order Instruction Sheet
www.chk.com/owners

STATE OF TEXAS
1700 NORTH CONGRESS AVE
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AUSTIN, TX 78701

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Attn: Owner Relations
P.O. Box 18496
Oklahoma City, OK 73154-0496

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Classification: DCL-Internal

10·1·19

CHESAPEAKE ENERGY

Division Order Department

September 26, 2019

STATE OF TEXAS
1700 NORTH CONGRESS AVE
ATTN: VIVIAN ZAMORA ROOM 845 F
AUSTIN, TX 78701

Re: STATE OF TEXAS
ODSTRCIL B #2H

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Sincerely,

Division Orders

Classification: DCL-Internal

10-1-19

Chesapeake Operating, L.L.C.
Division Order

www.chk.com/owners

Well Number:	61570	Owner Number:	40650
Well Name:	ODSTRCIL B #2H	Owner Name:	STATE OF TEXAS
Operator:	WILDHORSE RESOURCES DEVELOPMENT LLC	Date Prepared:	September 26, 2019
Production:	All Products	Interest Type:	RI1
Property Description:	Being 640 AC MOL, part of the Abner Kuykendall Svy, A-34, the F Neibling Svy, A-42, and the R W Scott Svy, A-214, Burleson County, TX	Interest:	0.00003516

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Social Security or Tax ID Number

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Classification: DCL-Internal

10·1·19

Additional Requirements:

Classification: DCL-Internal

10·1·19

CHESAPEAKE ENERGY

Chesapeake Operating, L.L.C.
Division Order Instruction Sheet
www.chk.com/owners

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- County and State where Well is Located
- Well Name and Property Number

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Attn: Owner Relations
P.O. Box 18496
Oklahoma City, OK 73154-0496

Para solicitar una versión de este documento en español, llame al 1-877-245-1427

Classification: DCL-Internal

10·1·19

CHESAPEAKE ENERGY

Division Order Department

September 26, 2019

STATE OF TEXAS
1700 NORTH CONGRESS AVE
ATTN: VIVIAN ZAMORA ROOM 845 F
AUSTIN, TX 78701

Re: STATE OF TEXAS
ODSTRCIL B #2H

Dear Owner:

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Attn: Owner Relations
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Again, we look forward to working with you.

Sincerely,

Division Orders

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

January 15, 2020

Patel Bindu
Division Order Analyst
Chesapeake Operating, L.L.C.
P.O. Box 18496
Oklahoma City, OK 73154-0496

Re: State Lease Nos. MF094859 and MF119751 Odstrcil B 1H and 2H Unit 9722

Dear Mr. Bindu:

The Texas General Land Office (GLO) has received your Division Orders for the referenced unit. These Division Orders have been filed in the appropriate mineral file(s).

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being placed on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Zamora

Vivian Zamora
Landman, Energy Resources
512-475-0428
512-475-1404 (fax)
vivian.zamora@glo.texas.gov

File No. MF094859

Burleson County

DIVISION ORDER

Date Filed: 1-17-2020

George P. Bush, Commissioner

By VB