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

UNION PACIFIC RESOURCES
F291108

unit acres .88
non unit acres 1.69

Highway Right-of-Way M-94861 (Paid-up)

COUNTY (CODE)	:	Brazos (21)
SURVEY	:	Thomas J. Wooten
BLOCK	:	A-59
TOWNSHIP	:	
SECTION	:	
PART	:	Hwy 1688
ACRES	:	2.67 – 2.89 per Two(2) Unit Agreement
DEPTH LIMITS	:	
BASE FILE (S)	:	
CONTROL NO. (S)	:	56-02997-3
LESSEE	:	Union Pacific Resources
DATE	:	1-21-92
PRIMARY TERM	:	3 yr (paid up)
BONUS	:	267.00
ROYALTY	:	1/5
RENTALS	:	5.00 (paid up)

CONTENTS OF FILE NO. 94861

1. Lease
2. ltr. from Ray Sloan (lease assignment
3. Memo - SLB meeting
4. ltr from Ray Sloan (increase acreage
5. ltr from Ray Sloan (application
6. list of Mineral owners
7. Waiver
8. Judgment
9. Plat (two)
10. Aff. of Consideration
11. Adjacent Oil + Gas lease (three (3))
12. Designation of Pooled Unit
13. Division Order 6-18-93
14. Division Order 7-19-93
15. Division Order 8-31-93

Scanned sm 10/29/13

See MF 094821 #24 Assign # 10872

Energy et al (to) Magnolia 7-26-19

scanned 8-8-2019

GLO-S-08-(1-82)

HROW Lease
Revised 10/89

The State of Texas

Austin, Texas

PAID-UP

OIL AND GAS LEASE NO. M-94861
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, whose address is 801 Cherry Street, Fort Worth, Texas 76102, hereinafter called "Lessee". 4/100031777

1. Lessor, in consideration of Two Hundred Seventy One and 01/100 Dollars ($271.01), 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 Brazos, State of Texas, and is described as follows:

> 2.67 acres of land, more or less, situated in said Brazos 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 2.67 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 Three (3) 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 fifth (1\5) 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 fifth (1\5) 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 fifth (1\5) 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 fifth (1\5) 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 $13.35. 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 $26.70, 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: RBH
Legal(Form):
Executive:

Brazos County
CSJ 1560-2-1 and 2
F.M. 1688
No. 344

Exhibit "A"

Being 2.67 acres of land, more or less, situated in the Thomas J. Wooton Survey, Abstract Number 59 in Brazos County, Texas. Said 2.67 acres of land being all of and the same land conveyed to the County of Brazos by a Judgment of the Court from John N. Sramek, et al as recorded in Volume 173, Page 627, of the Deed Records of Brazos County, Texas. Said 2.67 acres being a strip of land of variable width and is more particularly described as follows, to wit:

Beginning at a point on the centerline of F.M. 1688 (Leonard Road) where the centerline of a county road (Jones Road) intersects. Said point being F.M. 1688 Engineer's Centerline Station Number 0+00.00;

Thence S 54° 00' 00" W, a distance of 30.00 feet to a point at Engineer's Centerline Station Number 0+30.00;

Thence S 36° 00' 00" E, a distance of 40.00 feet to the Point of Beginning of the tract herein described;

Thence S 54° 00' 00" W, a distance of 3,694.80 feet to a point 40.00 feet left and opposite Engineer's Centerline Station Number 37+24.80;

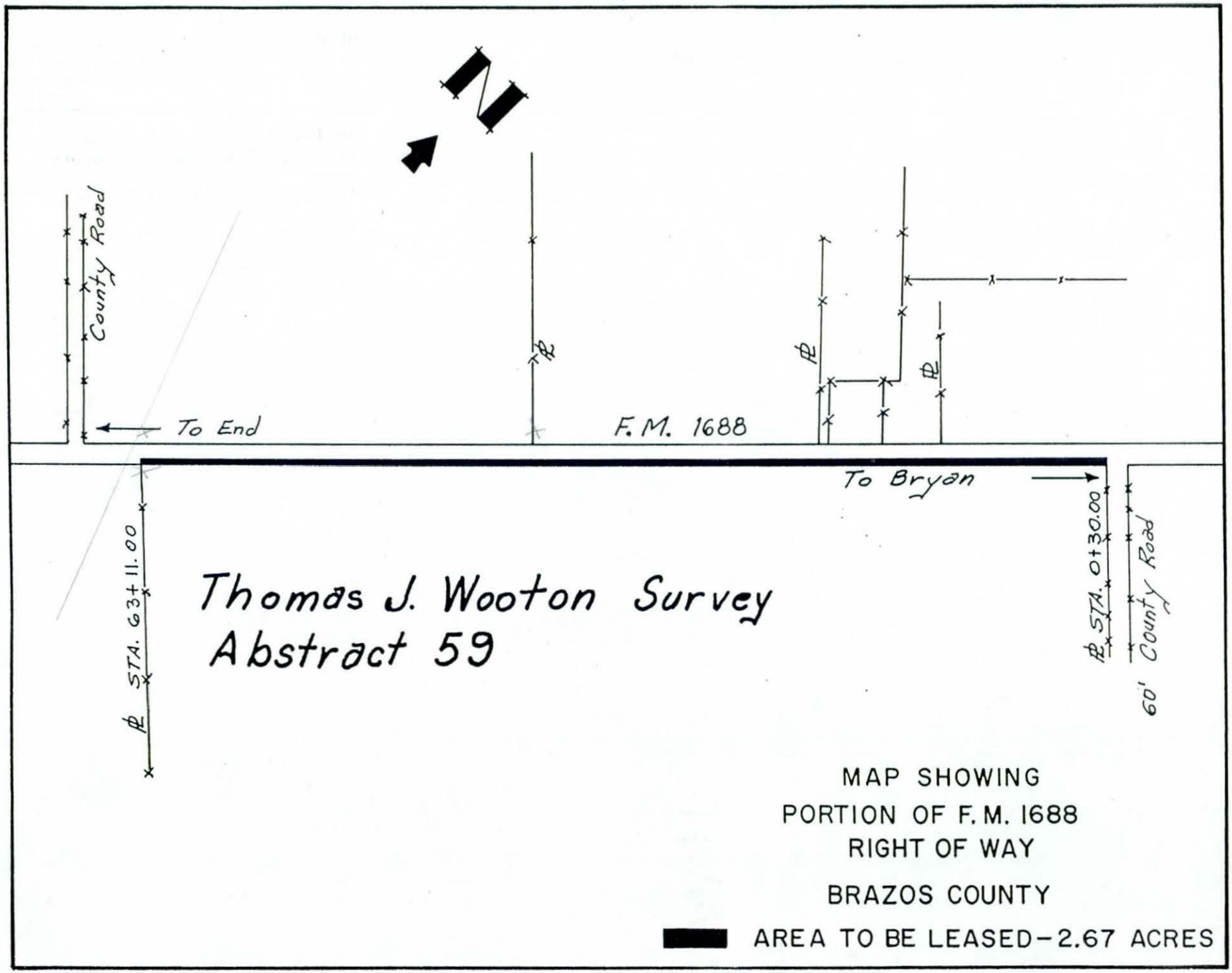
Thence S 53° 40' 00" W, a distance of 2,586.20 feet to a point 40.00 feet left and opposite Engineer's Centerline Station Number 63+11.00;

Thence N 36° 00' 00" W, a distance of 17.00 feet to a point 23.00 feet left and opposite Engineer's Centerline Station Number 63+11.00;

Thence in a northeasterly direction, a distance of approximately 6,281.00 feet and meandering along the fence line on the south side of the present Leonard Road also being the northerly property line of the aforesaid Sramek property. Said point being 33.00 feet left and opposite Engineer's Centerline Station Number 0+30.00;

Thence S 36° 00' 00" E, a distance of 7.00 feet to the point of beginning of the tract herein describe.

The above described tract contains 2.67 acres and being as indicated on a portion of the official right of way map which is on file with the Texas Department of Transportation and identified under Control Numbers 1560-2-1 and 2.


N
County Road
To End
℄
F. M. 1688
℄
℄
℄
To Bryan
℄ STA. 63+11.00
℄ STA. 0+30.00
60' County Road
Thomas J. Wooton Survey
Abstract 59
MAP SHOWING
PORTION OF F. M. 1688
RIGHT OF WAY
BRAZOS COUNTY
AREA TO BE LEASED – 2.67 ACRES

(1)

File No. HF-94861

Lease

Date Filed: _____

Jerry E. Patterson, Commissioner

By _____

19875-W (1)

JONES & ZWIENER, INC.
Professional Land Services
1300 MAIN STREET, SUITE 1720
HOUSTON, TEXAS 77002

TEL. (713) 650-0903
FAX (713) 650-3547

January 28, 1992

Mr. Drew Reid
Texas General Land Office
Lease Administration
Stephen F. Austin Building
1700 North Congress Avenue
Room 640
Austin, Texas 78701

X 297.71

92025644

RE: Bonus for Oil and Gas Lease
covering 2.67 acres of land
Thomas J. Wooten Survey, A-59
Brazos County, Texas

Dear Mr. Reid:

Pursuant to our telephone conversation on January 27, 1992, enclosed please find a check for the sum of $297.71, covering the bonus, rentals and sales tax for the above referenced oil and gas lease.

Please forward the original executed lease to my office in Caldwell, Texas.

Should you have any questions, please call me at 409/567-4661, extn. 121.

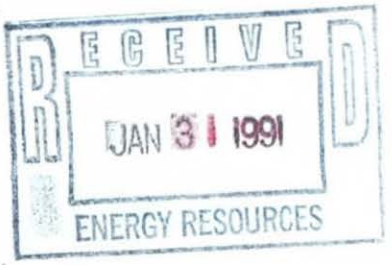
Sincerely,

Ray Sloan

Ray Sloan

1-70 CMH

RS/jp
Enclosures



(2)

File No. MF- 94861

Ltr from Ray Sloan

Clease payment

Date Filed: _____

Jerry E. Patterson, Commissioner

By _____

1987b-W (3)

1-30-95

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: Union Pacific Resources Company

REFERENCE: Being 2.67 acres of F. M. 1688, more or less, situated in the Thomas J. Wooton Survey, Abstract Number 59, in Brazos County, Texas

The following terms were provided for in adjacent leases:

	High	Low
Bonus/Acres:	$100.00	$100.00
Royalty:	1/5	1/6
Delay Rental:	$ 5.00	$ 5.00
Primary Term:	3 years	3 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:	$100.00 per acre
Royalty:	1/5 royalty
Delay Rental:	$ 5.00 per acre
Primary Term:	3 years

Union Pacific Resources Company 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 2.67 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.

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

An Equal Opportunity Employer

Brazos County
CSJ 1560-2-1 and 2
F.M. 1688
No. 344

Exhibit "A"

Being 2.67 acres of land, more or less, situated in the Thomas J. Wooton Survey, Abstract Number 59 in Brazos County, Texas. Said 2.67 acres of land being all of and the same land conveyed to the County of Brazos by a Judgment of the Court from John N. Sramek, et al as recorded in Volume 173, Page 627, of the Deed Records of Brazos County, Texas. Said 2.67 acres being a strip of land of variable width and is more particularly described as follows, to wit:

Beginning at a point on the centerline of F.M. 1688 (Leonard Road) where the centerline of a county road (Jones Road) intersects. Said point being F.M. 1688 Engineer's Centerline Station Number 0+00.00;

Thence S 54° 00' 00" W, a distance of 30.00 feet to a point at Engineer's Centerline Station Number 0+30.00;

Thence S 36° 00' 00" E, a distance of 40.00 feet to the Point of Beginning of the tract herein described;

Thence S 54° 00' 00" W, a distance of 3,694.80 feet to a point 40.00 feet left and opposite Engineer's Centerline Station Number 37+24.80;

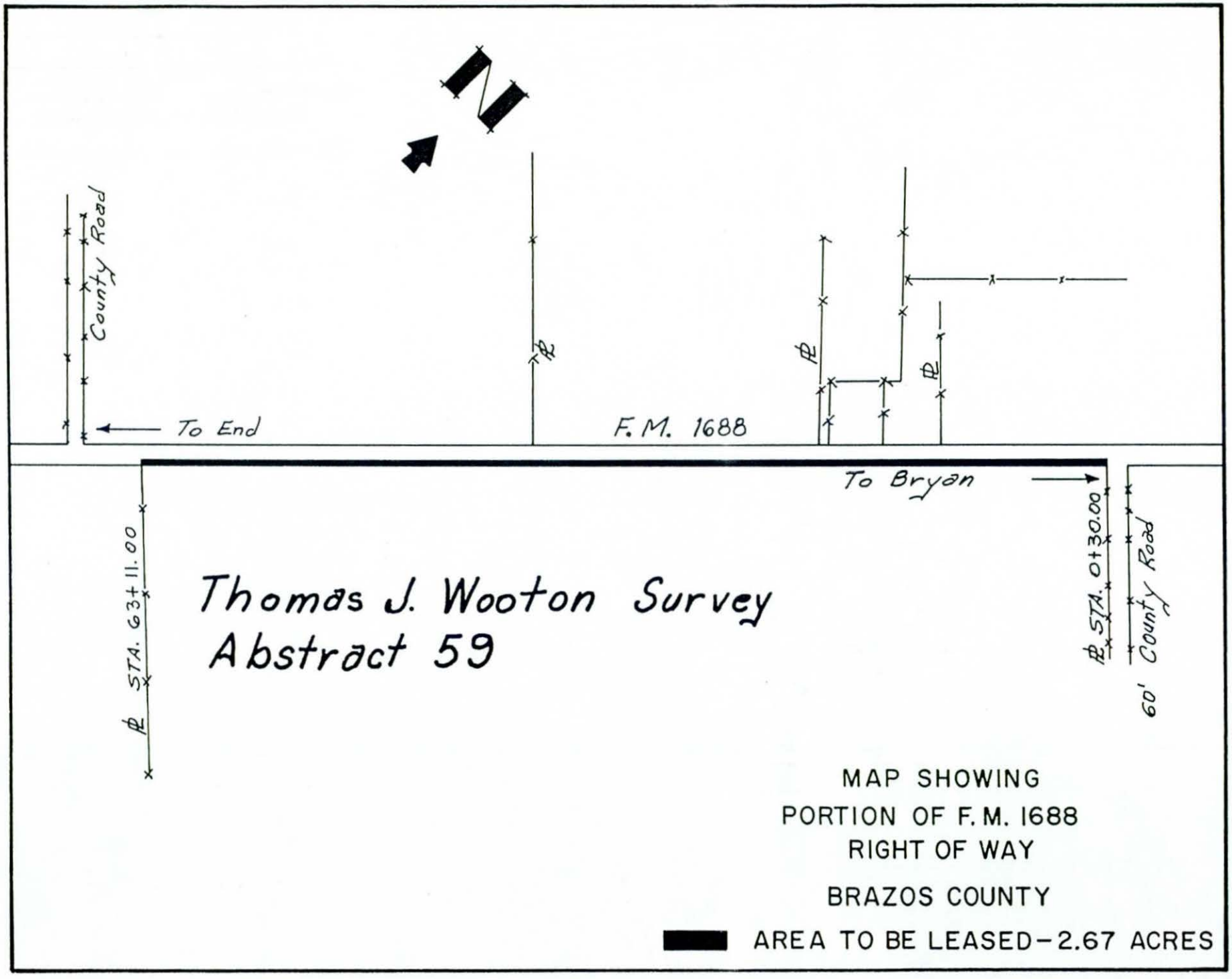
Thence S 53° 40' 00" W, a distance of 2,586.20 feet to a point 40.00 feet left and opposite Engineer's Centerline Station Number 63+11.00;

Thence N 36° 00' 00" W, a distance of 17.00 feet to a point 23.00 feet left and opposite Engineer's Centerline Station Number 63+11.00;

Thence in a northeasterly direction, a distance of approximately 6,281.00 feet and meandering along the fence line on the south side of the present Leonard Road also being the northerly property line of the aforesaid Sramek property. Said point being 33.00 feet left and opposite Engineer's Centerline Station Number 0+30.00;

Thence S 36° 00' 00" E, a distance of 7.00 feet to the point of beginning of the tract herein describe.

The above described tract contains 2.67 acres and being as indicated on a portion of the official right of way map which is on file with the Texas Department of Transportation and identified under Control Numbers 1560-2-1 and 2.


County Road
To End
F.M. 1688
To Bryan
℄ STA. 63+11.00
℄ STA. 0+30.00
60' County Road
Thomas J. Wooton Survey
Abstract 59
MAP SHOWING
PORTION OF F.M. 1688
RIGHT OF WAY
BRAZOS COUNTY
AREA TO BE LEASED – 2.67 ACRES

(3)

File No. MP- 9(1861

Memo - SLB Meetings

Date Filed: _____

Jerry E. Patterson, Commissioner

By _____

1987-W (Σ)

JONES & ZWIENER, INC.
Professional Land Services
1300 MAIN STREET, SUITE 1720
HOUSTON, TEXAS 77002

TEL. (713) 650-0903
FAX (713) 650-3547

RECEIVED
DEC 10 1991
ENERGY RESOURCES

December 3, 1991

Mr. Robert Hatter
Manager of Lease Administration
Texas General Land Office
Stephen F. Austin Building
Room 640
1700 North Congress Avenue
Austin, Texas 78701-1495

RE: Revised Application to lease a portion of
State Highway FM 1688
2.67 acres of land, more or less
Thomas J. Wooten Survey, A-59
Brazos County, Texas

Dear Mr. Hatter:

Pursuant to our telephone conversation on December 3, 1991, this letter is to mandate our request to increase the acreage described in our lease application package dated October 28, 1991, from 0.683 of an acre to 2.67 acres.

Should you have any questions, please call me at 409/567-4661, extn. 121.

Sincerely,

Ray Sloan

RS/jp
Enclosures

cc: Mr. Buck Driggers
Union Pacific Resources Company

(4)

File No. MF- 94861

Ltr from Ray Sloan
(increase storage)

Date Filed: _____

Jerry E. Patterson, Commissioner

By _____

19876-W (h)

15-10-01

JONES & ZWIENER, INC.
Professional Land Services
1300 MAIN STREET, SUITE 1720
HOUSTON, TEXAS 77002

TEL. (713) 650-0903
FAX (713) 650-3547
October 28, 1991

Mr. Robert Hatter
Manager, Lease Administration
Texas General Land Office
Stephen F. Austin Building
Room 640
1700 North Congress Avenue
Austin, Texas 78701-1495

X100.00 **92011304**

RE: Application to lease a portion of State Highway FM 1688
for Horizontal Drilling
0.683 acres, more or less
Thomas J. Wooten Survey, A-59;
Brazos County, Texas

Dear Mr. Hatter:

Our client, Union Pacific Resources Company of Fort Worth, Texas, is interested in acquiring an oil and gas lease covering the above referenced highway tract.

I am enclosing the following items for your review:

1. Photocopy of a Judgement between Brazos County, Texas, and John N. Sramek and Frank M. Sramek dated May 5, 1956, Cause Number 98-A, Brazos County Commissioners Court, Brazos County, Texas, with plat attached.

2. Plat which sets out the above referenced 0.683 acres, more or less, colored red.

3. Names and addresses of adjacent mineral owners.

4. A check for $100.00 for processing.

5. Written Waiver of Statutory Notice executed by Ray Sloan, Agent for Union Pacific Recources Company.

6. Certified copies of adjacent leases.

RECEIVED
OCT 31 1991
ENERGY RESOURCES

7. A notarized affidavit of consideration paid executed by Ray Sloan, Agent for Union Pacific Resources Company, for leases adjacent to the highway right-of-way.

8. A letter from J. Patrick Murphy, an attorney with the law firm Haynes and Boone, regarding the ownership of the minerals under the highway right-of-way.

Thanking you for your review and consideration of our application.

Should you have any questions, please call me collect at 409/567-4661 Ext. 121.

Please address all correspondence regarding this matter to Ray Sloan, P. O. Box 716, Caldwell, Texas 77836-0716.

Sincerely,

Ray Sloan

RS:gm

Enclosures

cc: Buck Driggers
Union Pacific Resources Company
(with enclosures)

(5)

File No. MF-94861
Ltr from Ray Slaun
(Application)

Date Filed: _____

Jerry E. Patterson, Commissioner

By _____

19876-W (3)

10-31-01

NAMES AND ADDRESSES

Clyde J. Porterfield, Sr. and wife, Irene Porterfield and
Harvey D. Watson and wife, Opal Watson
1200 Brookhollow
Bryan, Texas 77806

Clyde C. Berger and Mildred J. Berger,
Co-Trustees of the Berger Trust
Rt. 4, Box 425
Bryan, Texas 77803

Dorothy S. Bienski et vir, Leon L. Bienski
P. O. Box 43
Pattison, Texas 77466

(6)

File No. MF-94861

List of mineral owners

Date Filed: _____

Jerry E. Patterson, Commissioner

By _____

19875-W (9)

10-31-97

WAIVER OF STATUTORY NOTICE

STATE OF TEXAS)

COUNTY OF BRAZOS)

WHEREAS, Union Pacific Resources Company of Fort Worth, Texas proposes to exercise its preferential right to lease certain lands underneathe State Highway FM 1688, Brazos County, Texas, and hereby waives the Statutory Notice of the intent of the State to lease of which it is entitled.

Executed, this the 28th day of October, 1991.

Union Pacific Resources Company

By: Ray Sloan
Ray Sloan, Agent

(7)

File No. MF-94861

Waiver

Date Filed:

Jerry E. Patterson, Commissioner

By

19846-W (L)

10-31-91

HAYNES AND BOONE
ATTORNEYS AND COUNSELORS AT LAW

1300 BURNETT PLAZA
FORT WORTH, TEXAS 76102-4706
TELEPHONE 817/347-6600
TELECOPY 817/347-6650

AUSTIN
DALLAS
FORT WORTH
HOUSTON
SAN ANTONIO

WRITER'S DIRECT DIAL NUMBER

817/347-6606

October 28, 1991

Mr. Robert Hatter
Manager of Lease Administration
Texas General Land Office
Stephen F. Austin Building
1700 N. Congress Ave., Room 640
Austin, TX 78701

Dear Mr. Hatter:

At the request of Union Pacific Resources Company, we have reviewed the enclosed Judgment of the Court (the "Judgment") in Cause No. 98-A, dated May 5, 1956, affecting certain real property located in Brazos County, Texas, as more particularly described therein (the "Property").

Based upon our review of the Judgment and assuming that the Judgment was not altered on appeal or otherwise, fee simple title to the surface and mineral estate of the Property is vested in Brazos County by virtue of the Judgment. Please note, however, that the enclosed Judgment has not been certified by the Clerk of the Court issuing the Judgment, which may deny Brazos County certain protections offered by the recording statutes of Texas.

Please do not hesitate to contact me should you have any questions concerning our interpretation of the Judgment.

Yours truly,

J. Patrick Murphy

JPM:dp
Enclosure

cc: Mr. John C. Cirone
Union Pacific Resources Company TO BE HAND DELIVERED
36th Floor - Burnett Plaza
Fort Worth, Texas 76102

Mr. Buck Driggers
Union Pacific Resources Company TO BE HAND DELIVERED
36th Floor - Burnett Plaza
Fort Worth, Texas 76102

Mr. Ray Sloan
c/o Varsity Motel
P. O. Box 716
Caldwell, TX 77836

(w/enclosure to each)

f-1795x

Texas Highway Department
Form 451 (Page 1) 9-54-3m

JUDGMENT OF THE COURT

BRAZOS COUNTY, TEXAS,

VS. NO. 98-A

John N. Sramek; Frank M. Sramek

IN THE County COURT OF Brazos COUNTY, TEXAS, May TERM, A. D. 19 56.

On this the 5th day of May, A. D. 19 56, came on for final hearing the above numbered and styled cause, and it appearing to the Court that no objections have been filed to the award of the Special Commissioners, filed on the 24th day of April, A. D., 19 56, which is as follows:

No damages; further findings and recommendation that Brazos County, Texas, should erect according to standards of the County a new fence on the new property line of the defendants, and that the materials from the present fence be given to defendants.

It is, therefore, ORDERED, ADJUDGED, and DECREED by the Court that the Commissioners' Court of Brazos County, Texas, pay to John N. Sramek and Frank M. Sramek no cash but shall erect a good standard barbed wire fence along the boundary line of the hereafter described land which said fence should become the property of the defendant and provided further that the County should pick up and return to the defendants the old fence now on said property.

[redacted]

Which fencing

[redacted] is hereby adjudged to be full compensation for the fee simple title to the hereinafter described property; and

It is further ORDERED, ADJUDGED, and DECREED that the title to said property hereinafter described be, and the same is hereby divested out of the said

John N. Sramek, and Frank M. Sramek

Brazos County,

Defendant(s), and vested in the ~~State of~~ Texas, said property being described as follows:

Being a tract of land in T. J. Wootton Survey, Abstract 59, Brazos County, Texas, varying from approximately 7 feet to 1 foot to 30 feet to 17 feet in width, and being approximately 6281 feet long, and lying on the south side of and adjacent to the present Brazos County road known as the Leonard Schoolhouse Road, said tract being approximately 4.5 miles southwest of the City of Bryan, Brazos County, Texas, at the end of the pavement on Farm-To-Market Highway 1688, and being more particularly described as follows, to wit:

BEGINNING at a point in the south right-of-way line of the proposed extension of Farm-To-Market Highway 1688, said point being 33 feet from, and perpendicular to the centerline of said extension, said point also being the point of intersection of the south right-of-way line of the Leonard Schoolhouse County road with the south right-of-way line of Farm-To-Market Highway 1688 extended, and being the most northerly corner of the J. M. and F. M. Sramek tract;

THENCE South 36 degrees East for a distance of approximately 7 feet along the south right-of-way line of the Leonard Schoolhouse County road to the east corner of this tract, said corner being 40 feet from, and perpendicular to the centerline of proposed Brazos County extension of Farm-To-Market Highway 1688;

THENCE South 54 degrees West for a distance of approximately 3694.8 feet parallel to, and 40 feet from the centerline of said Farm-To-Market Highway 1688 extension to a point 40 feet from, and perpendicular to a point of intersection (PI) in the centerline of proposed extension;

THENCE South 53 degrees and 40 minutes West for a distance of approximately 2586.2 feet parallel to, and 40 feet from the centerline of said extension of Farm-To-Market Highway 1688 to the south corner of this tract in the dividing line between J. M. and F. M. Sramek and Clyde Berger properties;

THENCE North 36 degrees West for a distance of approximately 17 feet along the said Sramek and Berger dividing line to the west corner of this tract, said corner being 23 feet from and perpendicular to the centerline of said extension;

THENCE in a northeasterly direction for a distance of approximately 6281 feet and meandering along the fence line on the south side of the present county road, said fence line being the most northerly property line of said Sramek tract, to the place of beginning; and containing Two and 67/100 (2.67) acres, more or less.

[redacted]

And it is further ORDERED, ADJUDGED and DECREED that the said Brazos County, Texas,

[redacted] shall pay all costs herein.

A. S. WARE

County Judge, Brazos County, Texas.

Tract No. ....

County ... Brazos ....

Highway ....

Section ....

Roadway No. ....

Project ....

FILED

At 9:30 O'Clock A M

MAY 5 1956

County Clerk, Brazos County, Texas

By ....

CONDEMNATION FOR RIGHT-OF-WAY

BRAZOS COUNTY, TEXAS,

vs.

John N. Sramek, et al.

Cause No. 98-A

Recorded

This ..... day of ....., ...,

A. D. 19....., in .....

County, Texas, Court Records, Volume .....,

Page .....

..... Clerk of Court.

..... Deputy.

ENDORSEMENTS

THE STATE OF TEXAS,

COUNTY OF .....

I, ..., Clerk of the County Court in and for ..... County, Texas, do hereby certify that the foregoing is an exact and true copy of the Final Judgment had in Cause No. ....., State of Texas vs. ....., as it appears of record in Volume ....., Page ....., of the County Court Minutes of ..... County, Texas.

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

A. D. 19.....

.....Clerk of Court,

(Seal) in and for ..... County, Texas.

..... Deputy.

File No. MF - 94861 (8.)

Judgment

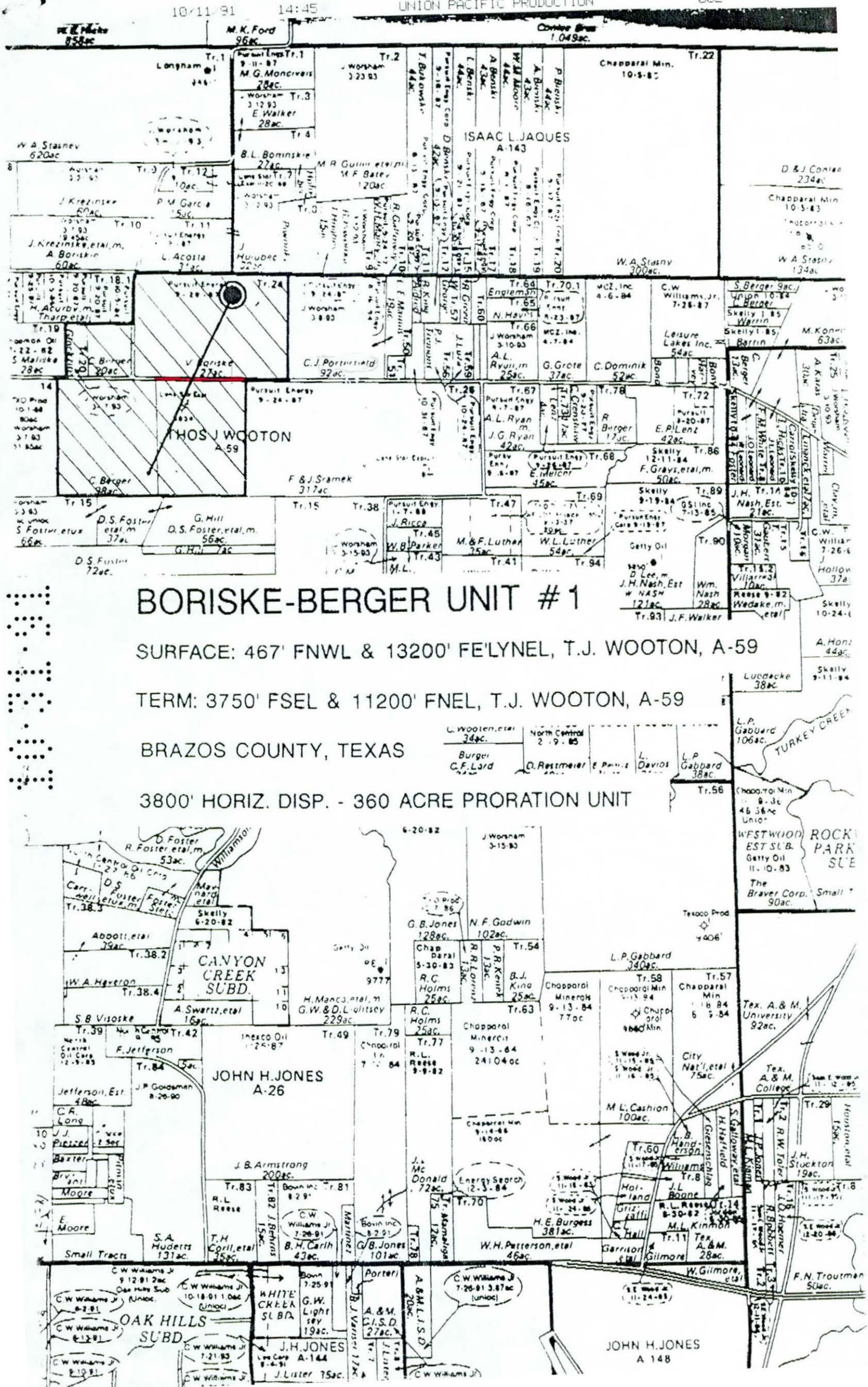
Date Filed: _____

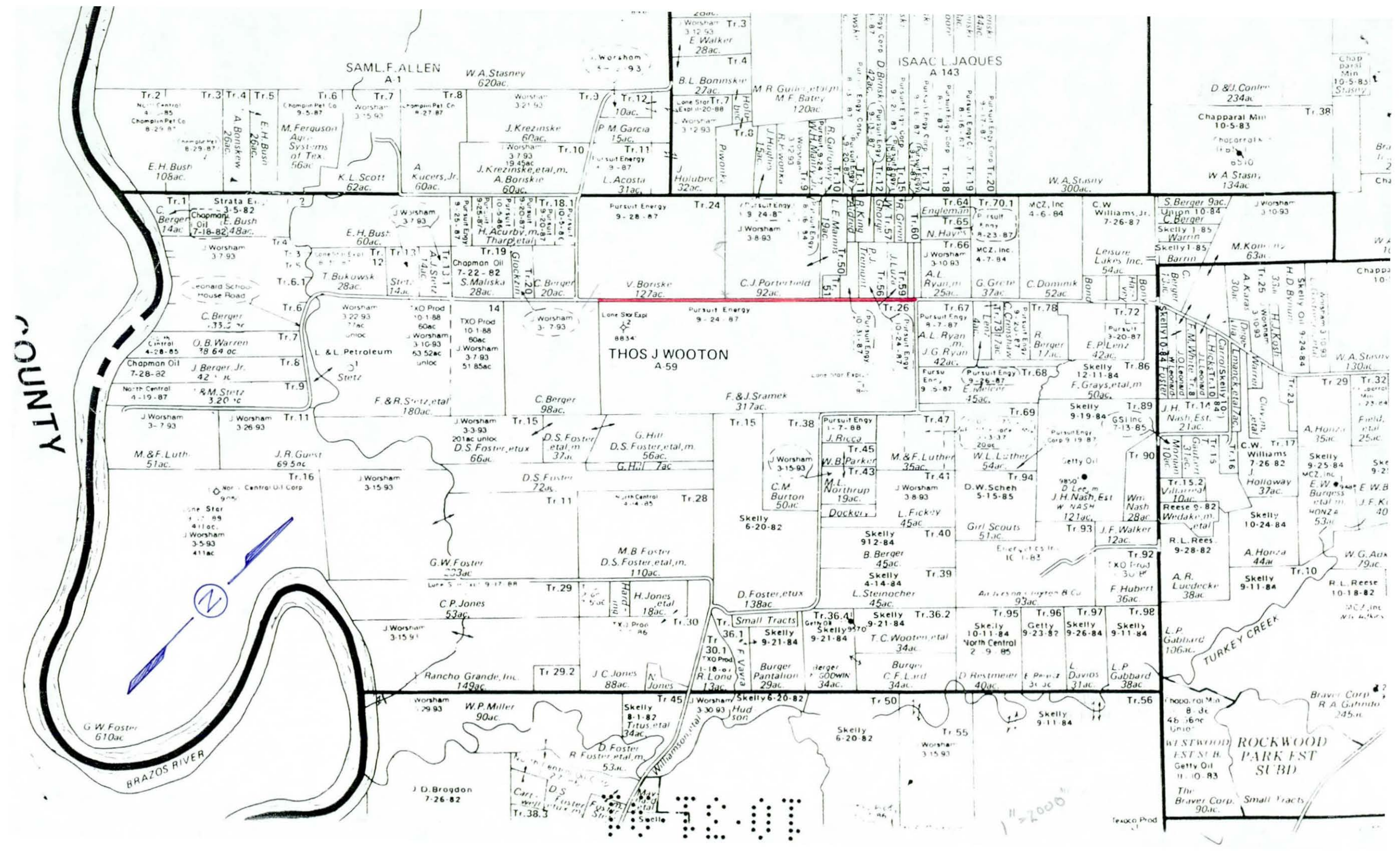
Jerry E. Patterson, Commissioner

By _____

10874b-W (8)

10-31-91


ISAAC L.JAQUES
A-143
THOS J WOOTON
A-59
JOHN H.JONES
A-26
JOHN H.JONES
A 148
CANYON CREEK SUBD.
OAK HILLS SUBD.
WHITE CREEK SUBD.
WESTWOOD EST SUB.
BORISKE-BERGER UNIT #1
SURFACE: 467' FNWL & 13200' FE'LYNEL, T.J. WOOTON, A-59
TERM: 3750' FSEL & 11200' FNEL, T.J. WOOTON, A-59
BRAZOS COUNTY, TEXAS
3800' HORIZ. DISP. - 360 ACRE PRORATION UNIT


SAML F. ALLEN
A-1
ISAAC L. JAQUES
A 143
THOS J WOOTON
A-59
BRAZOS RIVER
TURKEY CREEK
ROCKWOOD PARK EST SUBD
WESTWOOD EST SUB
Chapparal Mtn
10-5-83
Skelly
Getty Oil
Texaco Prod
Small Tracts

(9)

File No. MF-94861

Plat (two)

Date Filed: _____

Jerry E. Patterson, Commissioner

By _____

10874-M (5)

AFFIDAVIT OF FACT

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

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Ray Sloan, to me well known to be a credible person, and who, after being by me duly sworn, on his oath did state:

I have been advised by Union Pacific Resources Company that C. J. Porterfield, Sr. and wife, Irene Porterfield, Harvey D. Watson and wife, Opal Watson; Clyde C, Berger and Mildred J. Berger, Co-Trustees of the Berger Trust; and Dorothy S. Bienski et vir, Leon L. Bienski received the following consideration for their respective oil and gas leases, being:

Lessor:	Clyde J. Porterfield, Sr. et al
Lessee:	Union Pacific Resources Company
Bonus Per Acre:	$100.00
Rental Per Acre:	$5.00
Term:	3 years from 2/20/91
Royalty:	1/5
Recorded:	Volume 1248, Page 501 Official Records, Brazos County, Texas

Lessor:	Clyde C. Berger et al
Lessee:	Union Pacific Resources Company
Bonus Per Acre:	$100.00
Rental Per Acre:	$5.00
Term:	3 years from 12/12/90
Royalty:	1/6
Recorded:	Volume 1238, Page 355 Official Records, Brazos County, Texas

Lessor:	Dorothy Bienski
Lessee:	Union Pacific Resources Company
Bonus Per Acre:	$100.00
Rental Per Acre:	$5.00
Term:	3 years from 2/20/91
Royalty:	1/5
Recorded:	Volume 1244, Page 846 Official Records, Brazos County, Texas

END OF STATEMENT.

Ray Sloan

Ray Sloan, Agent for Union Pacific Resources Company

SUBSCRIBED AND SWORN TO BEFORE ME, this 28th day of October, 1991.

NOTARY PUBLIC STATE OF TEXAS
GLORIA J. MAYES
Notary Public
State Of Texas
My Comm. Exp. Jan.14,1993

Gloria J. Mayes

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF BURLESON)

This instrument was acknowledged before me this 28th day of October, 1991, by Ray Sloan.

GLORIA J. MAYES
Notary Public
State Of Texas
My Comm. Exp. Jan.14,1993

Gloria J. Mayes
Notary Public, State of Texas

(10)

File No. MF- 94861

Aff. of consideration

Date Filed:

Jerry E. Patterson, Commissioner

By

10-31-97

19876-W (a)

Producers 88 (4-76) Revised
With 640 Acres Pooling Provision

462823

POUND PRINTING & STATIONERY COMPANY
2325 FANNIN, HOUSTON, TEXAS 77002, (713) 659-3159

OIL, GAS AND MINERAL LEASE

FILED

91 APR -8 PM 3:44

CO. CLERK
BRAZOS COUNTY COURTHOUSE
BRYAN, TEXAS
DEPUTY

THIS AGREEMENT made this 20th day of February 1991, between CLYDE J. PORTERFIELD, SR. and wife, IRENE PORTERFIELD HARVEY D. WATSON and wife, OPAL WATSON

Lessor (whether one or more), whose address is: 1200 Brookhollow, Bryan, Texas 77806 and UNION PACIFIC RESOURCES CO., 801 Cherry St., Ft. Worth, Texas 76102, Lessee, WITNESSETH:

1. Lessor in consideration of Ten Dollars & Other Good & Valuable Considerations Dollars ($ 10.00 & OGVC), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in BRAZOS County, Texas, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 128.35 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipelines to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) 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, one-eighth of the amount realized from the sale of gasoline or other products extracted therefrom and one-eighth of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; while there is a gas well on this lease or on acreage pooled therewith but gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which (1) said well is shut in, or (2) the land covered hereby or any portion thereof is included in a pooled unit on which a well is located, or (3) this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and thereafter at annual intervals on or before the anniversary of the date the first payment is made, a sum equal to the amount of the annual rental payable in lieu of drilling operations during the primary term on the number of acres subject to this lease at the time such payment is made, and if such payment is made or tendered, this lease shall not terminate, and it will be considered that gas is being produced from this lease in paying quantities; and (c) on all other minerals mined and marketed, 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 fifty cents (50¢) per long ton. Lessee shall have free use of oil, gas, coal, and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, 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, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit such operations shall be considered as operations for drilling on or production of oil and gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis—that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest 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 as provided above with consequent allocation of production as above 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 for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender (or shall make a bona fide attempt to pay or tender, as hereinafter stated) to Lessor or to the credit of Lessor in First National Bank at Bryan, Texas

Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of Six Hundred Forty One & 75/100-- Dollars ($ 641.75), (herein called rentals), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to the parties entitled thereto or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender or rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. If Lessee shall, on or before any anniversary date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto according to Lessee's records or to a Lessor, who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with subsequent provisions of this lease, of his right to receive rental, and if such payment or deposit shall be ineffective or erroneous in any regard, Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, and this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective rental payment or deposit had been properly made, provided that the erroneous or ineffective rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by such instruments as are necessary to enable Lessee to make proper payment. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times execute and deliver to lessor or to the depository above named or place of record a release or releases of this lease as to all or any part of the above-described premises, or of any mineral or horizon under all or any part thereof, and thereby be relieved of all obligations as to the released land or interest. If this lease is released as to all minerals and horizon under a portion of the land covered by this lease, the rentals and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the number of surface acres within such released portion bears to the total number of surface acres which was covered by this lease immediately prior to such release.

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6. If prior to discovery and production of oil, gas or other mineral on said land or on acreage pooled therewith, Lessee should drill a dry hole or holes thereon, or if after discovery and production of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within sixty (60) days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of sixty days from date of completion of dry hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operation on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

7. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rentals to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

9. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and 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 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 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. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

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

Clyde J. Porterfield Sr. — Harvey D. Watson

CLYDE J. PORTERFIELD, SR. SS# [redacted] — HARVEY D. WATSON SS# [redacted]

Irene Porterfield — Opal Watson

IRENE PORTERFIELD SS# [redacted] — OPAL WATSON SS# [redacted]

LESSOR — SOCIAL SECURITY NUMBER — LESSOR — SOCIAL SECURITY NUMBER

THE STATE OF TEXAS
COUNTY OF BRAZOS

This instrument was acknowledged before me on 2-21, 19 91, by CLYDE J. PORTERFIELD, SR.

(NOTARY SEAL)

EDWIN V. KING
Notary Public, State of Texas
My Commission Expires 02-27-94

Edwin V. King
Notary Public in and for the State of Texas
Notary's typed or printed name: EDWIN V. KING
My commission expires: 2-27-94

THE STATE OF TEXAS ()

COUNTY OF BRAZOS ()

This instrument was acknowledged before me on 2-21, 1991, by IRENE PORTERFIELD

EDWIN V KING
Notary Public, State of Texas
My Commission Expires 02-27-94

Edwin V. King
NOTARY PUBLIC, STATE OF TEXAS
NOTARY'S PRINTED NAME: EDWIN V. KING
COMMISSION EXPIRES: 2-27-94

THE STATE OF TEXAS ()

COUNTY OF BRAZOS ()

This instrument was acknowledged before me on 2-21, 1991, by HARVEY D. WATSON.

EDWIN V. KING
Notary Public, State of Texas
My Commission Expires 02-27-94

NOTARY PUBLIC, STATE OF TEXAS
NOTARY'S PRINTED NAME: EDWIN V. KING
COMMISSION EXPIRES: 2-27-94

THE STATE OF TEXAS ()

COUNTY OF BRAZOS ()

This instrument was acknowledged before me on 2-21, 1991, by OPAL WATSON.

EDWIN V. KING
Notary Public, State of Texas
My Commission Expires 02-27-94

NOTARY PUBLIC, STATE OF TEXAS
NOTARY'S PRINTED NAME: EDWIN V. KING
COMMISSION EXPIRES: 2-27-94

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED FEBRUARY 20, 1991 BY AND BETWEEN CLYDE J. PORTERFIELD, SR. ET UX, IRENE PORTERFIELD AND HARVEY D. WATSON ET UX, OPAL WATSON AS LESSORS AND UNION PACIFIC RESOURCES COMPANY AS LESSEE.

128.35 acres of land, more or less, out of and a part of the THOMAS J. WOOTEN SURVEY, A-59, Brazos County, Texas, being more particularly described in three tracts as follows:

TRACT ONE: 118.35 acres of land, more or less, out of and a part of the THOMAS J. WOOTEN SURVEY, A-59, Brazos County, Texas, being more particularly described as all that certain 138.35 (Called 129.07) acres of land, more or less, described in that certain Deed dated June 30, 1988 from Portland State Bank, Portland, Texas to C. J. Porterfield, Sr. and H. D. Watson, recorded in Volume 1057, Page 65 of the Official Records of Brazos County, Texas; SAVE AND EXCEPT: 5.0 acres of land, more or less, being more particularly described in that certain Deed dated February 14, 1989 from C. J. Porterfield, Sr. and H. D. Watson to the Veterans Land Board of the State of Texas, recorded in Volume 1101, Page 417 of the Official Records of Brazos County, Texas; Being the same land described in that certain Contract of Sale dated February 14, 1989 between the Veterans Land Board of the State of Texas, as seller and Danny L. Jones, as purchaser, recorded in Volume 1101, Page 420 of the Official Records of Brazos County, Texas; SAVE AND EXCEPT: 5.0 acres of land, more or less, being more particularly described in that certain Deed dated May 24, 1989 from C. J. Porterfield, Sr. and H. D. Watson to the Veterans Land Board of the State of Texas, recorded in Volume 1119, Page 196 of the Official Records of Brazos County, Texas; Being the same land described in that certain Contract of Sale dated May 24, 1989 between the Veterans Land Board of the State of Texas, as seller and Randy Earl Calvert, as purchaser, recorded in Volume 1119, Page 199 of the Official Records of Brazos County, Texas; SAVE AND EXCEPT: 5.0 acres of land, more or less, being more particularly described in that certain Deed dated August 1, 1989 from C. J. Porterfield, Sr. and H. D. Watson to the Veterans Land Board of the State of Texas, recorded in Volume 1133, Page 371 of the Official Records of Brazos County, Texas; Being the same land described in that certain Contract of Sale dated August 1, 1989 between the Veterans Land Board of the State of Texas, as seller and Jesse Wyatt Weatherly, as purchaser, recorded in Volume 1133, Page 374 of the Official Records of Brazos County, Texas; SAVE AND EXCEPT: 5.0 acres of land, more or less, being more particularly described in that certain Deed dated November 13, 1989 from C. J. Porterfield, Sr. and H. D. Watson to the Veterans Land Board of the State of Texas, recorded in Volume 1152, Page 868 of the Official Records of Brazos County, Texas; Being the same land described in that certain Contract of Sale dated November 13, 1989 between the Veterans Land Board of the State of Texas, as seller and Fred D. Alvarez, as purchaser, recorded in Volume 1152, Page 872 of the Official Records of Brazos County, Texas;

TRACT TWO: 5.0 acres of land, more or less, out of and a part of the THOMAS J. WOOTEN SURVEY, A-59, Brazos County, Texas, being more particularly described in that certain Deed dated August 1, 1989 from C. J. Porterfield, Sr. and H. D. Watson to the Veterans Land Board of the State of Texas, recorded in Volume 1133, Page 371 of the Official Records of Brazos County, Texas; Being the same land described in that certain Contract of Sale dated August 1, 1989 between the Veterans Land Board of the State of Texas, as seller and Jesse Wyatt Weatherly, as purchaser, recorded in Volume 1133, Page 374 of the Official Records of Brazos County, Texas;

EXHIBIT "A"
Page 2

TRACT THREE: 5.0 acres of land, more or less, out of and a part of the THOMAS J. WOOTEN SURVEY, A-59, Brazos County, Texas, being more particularly described in that certain Deed dated November 13, 1989 from C. J. Porterfield, Sr. and H. D. Watson to the Veterans Land Board of the State of Texas, recorded in Volume 1152, Page 868 of the Official Records of Brazos County, Texas; Being the same land described in that certain Contract of Sale dated November 13, 1989 between the Veterans Land Board of the State of Texas, as seller and Fred D. Alvarez, as purchaser, recorded in Volume 1152, Page 872 of the Official Records of Brazos County, Texas;

To which references are herein made for descriptive purposes only.

SIGNED FOR IDENTIFICATION:

Clyde J. Porterfield Sr
CLYDE J. PORTERFIELD, SR.
SS# [redacted]

Harvey D. Watson
HARVEY D. WATSON
SS# [redacted]

Irene Porterfield
IRENE PORTERFIELD
SS# [redacted]

Opal Watson
OPAL WATSON
SS# [redacted]

EXHIBIT "B"

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED FEBRUARY 20, 1991 BY AND BETWEEN CLYDE J. PORTERFIELD, SR. ET UX, IRENE PORTERFIELD AND HARVEY D. WATSON ET UX, OPAL WATSON AS LESSORS AND UNION PACIFIC RESOURCES COMPANY AS LESSEE, COVERING 128.35 ACRES IN THE THOMAS J. WOOTEN SURVEY, A-59, BRAZOS COUNTY, TEXAS.

The following agreements and provisions shall supersede and govern the provisions in the printed form text of this Lease to the contrary, and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

12. Notwithstanding any provisions elsewhere in this lease to the contrary, if a part of the leased premises is included within the lateral boundaries of a pooled producing unit, or pooled producing units, drilling operations on or production from or the payment of shut-in rentals on such pooled producing unit, or pooled producing units, shall maintain this lease only as to that portion of the leased premises within the lateral boundaries of such pooled producing unit, or pooled producing units; provided that the shut-in rentals which may be paid with respect to any such pooled producing unit, or pooled producing units, shall be reduced in the proportion that the total number of acres from the leased premises which are not included in such pooled producing unit, or pooled producing units, bears to the total number of acres covered by this lease. During the primary term, this lease may be maintained in force as to land not included within the lateral boundaries of such pooled producing unit, or pooled producing units, in any manner provided for in this lease, except that if it be by delay rental or shut-in rental payments, such payments shall be reduced in the proportion that the total number of acres from the leased premises which are included in such pooled producing unit, or pooled producing units, bears to the total number of acres covered by this lease. As to that portion of the leased premises not included in such pooled producing unit, or pooled producing units, after the expiration of the primary term, this lease may be maintained only by production of oil, gas or other minerals therefrom or by payment of shut-in rentals thereon (which payments shall be reduced in the proportion that the total number of acres from the leased premises which are included in a pooled producing unit, or pooled producing units, bears to the total number of acres covered by this lease) or by operations or other provisions in this lease which pertain to re-working operations, drilling operations or additional operations at or after the expiration of the primary term.

13. This Lease covers and includes only oil and/or gas, which for all purposes of this Lease are defined as, and are limited to, oil, gas, casinghead gas and other gaseous substances, distillate, condensates and associated hydrocarbon substances and all by-products of the foregoing and such sulphur as is produced through the wellbore, necessarily with and incidental to the production of any of the foregoing. This Lease does not cover any other fissionable materials, iron ore, copper, lignite, coal or any minerals of any type, it being understood this Lease is made for oil and gas purposes only.

14. It is understood and agreed that Lessee, its successors or assigns, shall pay Lessor for any damage done to crops, trees or livestock by reason of operations thereon and shall pay for any damage to roads, culverts, bridges and fences, or other improvements on Lessors' lands resulting from the use by Lessee in connection with geophysical exploration thereof, or any other mineral development thereon by Lessee, its successors or assigns, and that upon the abandonment of said lease or surrender thereof, the Lessee, its successors or assigns, shall level all levees around slush pits and/or other excavations and generally restore the surface of the land covered hereby as nearly to its present condition as reasonably possible. In the event of drilling on said land, Lessee, its successors or assigns, shall install cattle guards at all fence crossings used by it or them in connection with said operations even though Lessor maintains gates that could be used, and Lessee shall erect and maintain around all open pits a fence capable of turning livestock.

15. The royalties to be paid to lessor on oil, gas and casinghead gas is one-fifth (1/5), and wherever the word "one-eighth" appears in Paragraph 3 hereinabove, the same is amended to read "one-fifth". Lessee shall purchase or market Lessors' oil at a cash price equal to the market value of the day of sale.

16. Ingress and egress on and over the leased acreage (including initial ingress to the property) and any and all proposed surface operations or pipelines shall be conducted or located on sites designated by written mutual consent of the Lessor and Lessee, and said consent shall not be reasonably withheld by Lessor. Upon request, Lessee agrees to waive its rights of ingress and egress to particular portions of the leased acreage which are to be developed by Lessor or their assigns, so long as said development does not infringe on operations or operations anticipated by Lessee in the near future, and such request shall be in writing and shall be accompanied with copies of the plans for development.

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

Clyde J. Porterfield Sr
CLYDE J. PORTERFIELD, SR.
SS# [redacted]

Harvey D. Watson
HARVEY D. WATSON
SS# [redacted]

Irene Porterfield
IRENE PORTERFIELD
SS# [redacted]

Opal Watson
OPAL WATSON
SS# [redacted]

WHEN RECORDED RETURN TO:
Union Pacific Resources Co.
Attn: Land Administration
P.O. Box 7, MS 3300
Fort Worth, TX 76101-0007

THE STATE OF TEXAS)
COUNTY OF BRAZOS)

I, Mary Ann Ward, County Clerk of Brazos County, Texas do hereby certify that the foregoing is a true and correct copy of the original as the same appears of record in Vol. 1248, Page 301 in Official Records of said County on file in my office.

ATTEST 10-24-91

Mary Ann Ward, County Clerk
Brazos County, Texas

By Nadine Bunch, Deputy

Producers 88 (4/76) Revised
With 640 Acres Pooling Provision

POUND PRINTING & STATIONERY COMPANY
2325 FANNIN, HOUSTON, TEXAS 77002, (713) 659-3159

OIL, GAS AND MINERAL LEASE

FILED
91 FEB 15 PM 2:40
459871
[signature] CO.CLK.
BRAZOS COUNTY COURTHOUSE
BRYAN, TEXAS
BY [signature] DEPUTY

THIS AGREEMENT made this 12th day of December 19 90, between CLYDE C. BERGER AND MILDRED J. BERGER, CO-TRUSTEES OF THE BERGER TRUST

Lessor (whether one or more), whose address is: Rt. 4, Box 425, Bryan, Texas 77803 and UNION PACIFIC RESOURCES COMPANY, 801 Cherry St., Ft. Worth, TX 76102 Lessee, WITNESSETH:

1. Lessor in consideration of $10.00 & Other Good & Valuable Consideration------ Dollars ($ 10.00 & OGVC), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Brazos County, Texas, to-wit:

See Exhibit "A", attached hereto and made a part hereof for lease description.

Additional provisions of this lease are attached hereto and made a part hereof for all purposes.

Whenever the term 1/8th appears in paragraph three (3) below, the same shall be changed to read 1/6th.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 267.394 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipelines to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) 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, one-eighth of the amount realized from the sale of gasoline or other products extracted therefrom and one-eighth of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; while there is a gas well on this lease or on acreage pooled therewith but gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which (1) said well is shut in, or (2) the land covered hereby or any portion thereof is included in a pooled unit on which a well is located, or (3) this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and thereafter at annual intervals on or before the anniversary of the date the first payment is made, a sum equal to the amount of the annual rental payable in lieu of drilling operations during the primary term on the number of acres subject to this lease at the time such payment is made, and if such payment is made or tendered, this lease shall not terminate, and it will be considered that gas is being produced from this lease in paying quantities; and (c) on all other minerals mined and marketed, 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 fifty cents (50¢) per long ton. Lessee shall have free use of oil, gas, coal, and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, 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, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit such operations shall be considered as operations for drilling on or production of oil and gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis—that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest 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 as provided above with consequent allocation of production as above 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 for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender (or shall make a bona fide attempt to pay or tender, as hereinafter stated) to Lessor or to the credit of Lessor in First American Bank at Bryan, Texas Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of One Thousand Three Hundred Thirty-Six and 97/100-- Dollars ($ 1,336.97), (herein called rentals), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to the parties entitled thereto or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender or rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. If Lessee shall, on or before any anniversary date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto according to Lessee's records or to a Lessor, who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with subsequent provisions of this lease, of his right to receive rental, and if such payment or deposit shall be ineffective or erroneous in any regard, Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, and this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective rental payment or deposit had been properly made, provided that the erroneous or ineffective rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by such instruments as are necessary to enable Lessee to make proper payment. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times execute and deliver to lessor or to the depository above named or place of record a release or releases of this lease as to all or any part of the above-described premises, or of any mineral or horizon under all or any part thereof, and thereby be relieved of all obligations as to the released land or interest. If this lease is released as to all minerals and horizon under a portion of the land covered by this lease, the rentals and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the number of surface acres within such released portion bears to the total number of surface acres which was covered by this lease immediately prior to such release.

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6. If prior to discovery and production of oil, gas or other mineral on said land or on acreage pooled therewith, Lessee should drill a dry hole or holes thereon, or if after discovery and production of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within sixty (60) days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of sixty days from date of completion of dry hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operation on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

7. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rentals to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

9. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and 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 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 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. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

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

Clyde C. Berger — Mildred J. Berger

CLYDE C. BERGER AND MILDRED J. BERGER,
CO-TRUSTEES OF THE BERGER TRUST

[redacted]

LESSOR — SOCIAL SECURITY NUMBER — LESSOR — SOCIAL SECURITY NUMBER

THE STATE OF TEXAS
COUNTY OF Brazos

This instrument was acknowledged before me on December 12, 1990, by

CLYDE C. BERGER AND MILDRED J. BERGER, CO-TRUSTEES OF THE BERGER TRUST

(NOTARY SEAL)

NOTARY PUBLIC * STATE OF TEXAS *

Notary Public in and for the State of Texas
Notary's typed or printed name: J. McCoy
My commission expires: 4-23-92

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Form #5 (4-76) Revised
640 Acres Pooling Provision

No.

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19__

No. Acres _____

_____ County, Texas

Term _____

This instrument was filed for record on the _____ day of _____, 19__, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the _____ records of this office.

_____ County Clerk

By _____, Deputy

WHEN RECORDED RETURN TO:
Union Pacific Resources Co.
Attn: Land Administration
P.O. Box 7, MS 3300
Fort Worth, TX 76101-0007

2325 Fannin, Houston, Texas 77002 (713) 659-3159

12. Notwithstanding any provisions elsewhere in this lease to the contrary, if a part of the leased premises is included within the lateral boundaries of a pooled producing unit, or pooled producing units, drilling operations on or production from or the payment of shut-in rentals on such pooled producing unit, or pooled producing units, shall maintain this lease only as to that portion of the leased premises within the lateral boundaries of such pooled producing unit, or pooled producing units; provided that the shut-in rentals which may be paid with respect to any such pooled producing unit, or pooled producing units, shall be reduced in the proportion that the total number of acres from the leased premises which are not included in such pooled producing unit, or pooled producing units, bears to the total number of acres covered by this lease. During the primary term, this lease may be maintained in force as to land not included within the lateral boundaries of such pooled producing unit, or pooled producing units, in any manner provided for in this lease, except that if it be by delay rental or shut-in rental payments, such payments shall be reduced in the proportion that the total number of acres from the leased premises which are included in such pooled producing unit, or pooled producing units, bears to the total number of acres covered by this lease. As to that portion of the leased premises not included in such pooled producing unit, or pooled producing units, after the expiration of the primary term, this lease may be maintained only by production of oil, gas or other minerals therefrom or by payment of shut-in rentals thereon (which payments shall be reduced in the proportion that the total number of acres from the leased premises which are included in a pooled producing unit, or pooled producing units, bears to the total number of acres covered by this lease) or by operations or other provisions in this lease which pertain to re-working operations, drilling operations or additional operations at or after the expiration of the primary term.

13. It is agreed and understood that this lease is limited to oil, gas and other hydrocarbons and substances normally associated with the production of oil and gas. Minerals not covered by this lease include (but are not limited to) sand, clay, gravel, iron ore, coal, lignite and uranium.

14. It is understood and agreed that Lessee, its successors or assigns, shall pay Lessor for any damage done to crops, trees or livestock by reason of operation thereon and shall pay for any damage to roads, culverts, bridges and fences, or other improvements on Lessors' lands resulting from the use by Lessee in connection with geophysical exploration thereof, or any other mineral development thereon by Lessee, its successors or assigns, and that upon the abandonment of said lease or surrender thereof, the Lessee, its successors or assigns, shall level all levees around slush pits and/or other excavations and generally restore the surface of the land covered hereby as nearly to its present condition as reasonably possible. In the event of drilling on said land, Lessee, its successors or assigns, shall install cattle guards at all fence crossings used by it or them in connection with said operation even though Lessor maintains gates that could be used, and Lessee shall erect and maintain around all open pits a fence capable of turning livestock.

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

Clyde C. Berger — Mildred J. Berger

CLYDE C. BERGER, SSN:451-16-7538 — MILDRED J. BERGER
CO-TRUSTEES OF THE BERGER TRUST

EXHIBIT "A"

Attached hereto and made a part of that certain Oil, Gas and Mineral Lease entered into by CLYDE C. BERGER AND MILDRED J. BERGER, CO-TRUSTEES OF THE BERGER TRUST, as Lessors and UNION PACIFIC RESOURCES COMPANY, Lessee, dated December 6, 1990.

Being 267.40 acres, more or less, out of and a part of the T. J. Wooten Survey, A-59, Brazos County, Texas; more particularly described in six (6) tracts, as follows:

FIRST TRACT: Being 20.0 acres, more or less, out of and a part of the T. J. Wooten Survey, A-59, Brazos County, Texas; and being more particularly described in that certain deed dated March 24, 1988, from Clyde C. Berger and Mildred J. Berger to the Berger Trust, recorded in Volume 1035 at Page 343 of the Official Records of Brazos County, Texas.

SECOND TRACT: Being 65.66 acres, more or less, out of and a part of the T. J. Wooten survey, A-59, Brazos County, Texas; and being more particularly described as tract (1) of 25.144 acres, tract two (2) of 26.704 acres and tract three (3) of 13.818 acres in that certain deed dated March 24, 1988, from Clyde C. Berger and Mildred J. Berger to the Berger Trust, recorded in Volume 1035 at Page 344 of the Official Records of Brazos County, Texas.

THIRD TRACT: Being 9.534 acres, more or less, out of and a part of the T. J. Wooten Survey, A-59, Brazos County, Texas; and being more particularly described in that certain deed dated March 24, 1988, from Clyde C. Berger and Mildred J. Berger to the Berger Trust, recorded in Volume 1035 at Page 342 of the Official Records of Brazos County, Texas.

FOURTH TRACT: Being 98.0 acres, more or less, out of and a part of the T. J. Wooten, A-59, Brazos County, Texas; and being more particularly described in that certain deed dated March 24, 1988, from Clyde C. Berger and Mildred J. Berger to the Berger Trust, recorded in Volume 1035 at Page 341 of the Official Records of Brazos County, Texas.

FIFTH TRACT: Being 31 acres, more or less, out of and a part of the T. J. Wooten, A-59, Brazos County, Texas; and being more particularly described as Tract Number One (1) in that certain deed dated March 24, 1988, from Clyde C. Berger and Mildred J. Berger to the Berger Trust, recorded in Volume 1035 at Page 346 of the Official Records of Brazos County, Texas.

SIXTH TRACT: Being 43.2 acres, more or less, out of and a part of the T. J. Wooten, A-59, Brazos County, Texas; and being more particularly described in that certain deed dated March 24, 1988, from Clyde C. Berger and Mildred J. Berger to the Berger Trust, recorded in Volume 1035 at Page 340 of the Official Records of

Brazos County, Texas, AND more particularly described in that certain Partition Deed dated November 4, 1933, from R. J. Roberts, et al to R. J. Roberts, et al, recorded in Volume 85 at Page 86 AND further described by Plat in Volume 85 at Page 90 and 91 of the Deed Records of Brazos County, Texas.

SIGNED FOR IDENTIFICATION:

Clyde C. Berger
CLYDE C. BERGER, CO-TRUSTEE OF
THE BERGER TRUST

Mildred J. Berger
MILDRED J. BERGER, CO-TRUSTEE OF
THE BERGER TRUST

WHEN RECORDED RETURN TO:
Union Pacific Resources Co.
Attn: Land Administration
P.O. Box 7, MS 3300
Fort Worth, TX 76101-0007

IXI-42154 JIC

THE STATE OF TEXAS)
COUNTY OF BRAZOS)

I, Mary Ann Ward, County Clerk of Brazos County, Texas do hereby certify that the foregoing is a true and correct copy of the original as the same appears of record in Vol. 1338, Page 355 in Official Records of said County on file in my office.

ATTEST 10-24-91

Mary Ann Ward, County Clerk
Brazos County, Texas
By Michelle Bunch, Deputy

Producers 88 (4/76) Revised
With 640 Acres Pooling Provision

461721

POUND PRINTING & STATIONERY COMPANY
2325 FANNIN, HOUSTON, TEXAS 77002, (713) 659-3159

OIL, GAS AND MINERAL LEASE

FILED
91 MAR 22 PM 1:59
Mary Ann Ward, CO. CLERK
BRAZOS COUNTY COURTHOUSE
BRYAN, TEXAS
J. Gillan DEPUTY

THIS AGREEMENT made this 20th day of February 1991, between DOROTHY S. BIENSKI et vir, LEON L. BIENSKI

Lessor (whether one or more), whose address is: P. O. Box 43, Pattison, Texas 77466 and UNION PACIFIC RESOURCES CO., 801 Cherry St., Ft. Worth, Texas 76102 Lessee, WITNESSETH:

1. Lessor in consideration of Ten Dollars & Other Good & Valuable Considerations---------- Dollars ($ 10.00 & OGVC), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in BRAZOS County, Texas, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 322.99 **acres, whether it actually comprises more or less.**

2. Subject to the other provisions herein contained, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipelines to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) 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, one-eighth of the amount realized from the sale of gasoline or other products extracted therefrom and one-eighth of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; while there is a gas well on this lease or on acreage pooled therewith but gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which (1) said well is shut in, or (2) the land covered hereby or any portion thereof is included in a pooled unit on which a well is located, or (3) this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and thereafter at annual intervals on or before the anniversary of the date the first payment is made, a sum equal to the amount of the annual rental payable in lieu of drilling operations during the primary term on the number of acres subject to this lease at the time such payment is made, and if such payment is made or tendered, this lease shall not terminate, and it will be considered that gas is being produced from this lease in paying quantities; and (c) on all other minerals mined and marketed, 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 fifty cents (50¢) per long ton. Lessee shall have free use of oil, gas, coal, and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, 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, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit such operations shall be considered as operations for drilling on or production of oil and gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis—that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest 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 as provided above with consequent allocation of production as above 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 for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender (or shall make a bona fide attempt to pay or tender, as hereinafter stated) to Lessor or to the credit of Lessor in ~~the First~~ National Bank ~~at~~ xx ~~Waller County~~ LLB NATIONAL BANK OF WALLER COUNTY, DSB

Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of One Thousand Six Hundred Fourteen & 95/100-- Dollars ($ 1,614.95), (herein called rentals), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to the parties entitled thereto or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender or rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. If Lessee shall, on or before any anniversary date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto according to Lessee's records or to a Lessor, who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with subsequent provisions of this lease, of his right to receive rental, and if such payment or deposit shall be ineffective or erroneous in any regard, Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, and this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective rental payment or deposit had been properly made, provided that the erroneous or ineffective rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by such instruments as are necessary to enable Lessee to make proper payment. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times execute and deliver to lessor or to the depository above named or place of record a release or releases of this lease as to all or any part of the above-described premises, or of any mineral or horizon under all or any part thereof, and thereby be relieved of all obligations as to the released land or interest. If this lease is released as to all minerals and horizon under a portion of the land covered by this lease, the rentals and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the number of surface acres within such released portion bears to the total number of surface acres which was covered by this lease immediately prior to such release.

TX1-42917 JK

6. If prior to discovery and production of oil, gas or other mineral on said land or on acreage pooled therewith, Lessee should drill a dry hole or holes thereon, or if after discovery and production of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within sixty (60) days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of sixty days from date of completion of dry hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operation on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

7. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rentals to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

9. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and 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 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 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. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

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

Dorothy S Bienski
DOROTHY S. BIENSKI SS# [redacted]

Leon L. Bienski
LEON L. BIENSKI SS# [redacted]

LESSOR SOCIAL SECURITY NUMBER LESSOR SOCIAL SECURITY NUMBER

THE STATE OF TEXAS
COUNTY OF Wheeler

This instrument was acknowledged before me on February 22, 1991, by DOROTHY S. BIENSKI

(NOTARY SEAL) AVA F QUAST Notary Public STATE OF TEXAS My Commission Expires November 17, 1993

Ava F. Quast
Notary Public in and for the State of Texas
Notary's typed or printed name: Ava F. Quast
My commission expires: 11-17-93

THE STATE OF ( )
COUNTY OF ( )

This instrument was acknowledged before me on February 22, 1991, by LEON L. BIENSKI

(NOTARY SEAL) AVA F QUAST Notary Public STATE OF TEXAS My Commission Expires November 17, 1993

Ava F. Quast
NOTARY PUBLIC, STATE OF
NOTARY'S PRINTED NAME: Ava F. Quast
COMMISSION EXPIRES: 11-17-93

VOL. 1244 PAGE 847

Oil, DOROT UNION Dated F No. Acres Term This instr day of o'd Book of the By WHEN RE Union P Attn: P.O. Bo Fort Wo

EXHIBIT "A" DSB LLB.

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED FEBRUARY 20, 1991 BY AND BETWEEN DOROTHY S. BIENSKI ET VIR, LEON L. BIENSKI AS LESSORS AND UNION PACIFIC RESOURCES COMPANY AS LESSEE.

322.99 acres of land, more or less, out of and a part of the THOMAS J. WOOTEN SURVEY, A-59, Brazos County, Texas, being more particularly described as follows: DSB LLB,

322.99 (Called 325.66; Also Called 317.0) acres of land, more or less, out of and a part of the THOMAS J. WOOTEN SURVEY, A-59, Brazos County, Texas, being more particularly described as all that certain 325.66 acres of land, more or less, described in that certain Deed dated March 28, 1940 from Mrs. Josephine Vasbinder, et al to John N. Sramek and Frank M. Sramek, recorded in Volume 103, Page 123 of the Deed Records of Brazos County, Texas; SAVE AND EXCEPT: 2.67 acres of land, more or less, being more particularly described in that certain Judgment entered in Cause # 98-A on the Civil Docket of the County Court of Brazos County, Texas, dated May 5, 1956, styled Brazos County, Texas vs. John N. Sramek and Frank M. Sramek, recorded in Volume 173, Page 627 of the Deed Records of Brazos County, Texas, to which references are herein made for descriptive purposes only. DSB LLB

SIGNED FOR IDENTIFICATION:

Dorothy S Bienski
DOROTHY S. BIENSKI
SS# [redacted]

Leon L. Bienski
LEON L. BIENSKI
SS# [redacted]

EXHIBIT "B"

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED FEBRUARY 20, 1991 BY AND BETWEEN DOROTHY S. BIENSKI ET VIR, LEON L. BIENSKI AS LESSORS AND UNION PACIFIC RESOURCES COMPANY AS LESSEE, COVERING 322.99 ACRES OF LAND, MORE OR LESS, OUT OF THE THOMAS J. WOOTEN SURVEY, A-59, BRAZOS COUNTY, TEXAS.

The following agreements and provisions shall supersede and govern the provisions in the printed form text of this lease to the contrary, and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

12. All references to one-eighth (1/8) royalty in the printed text of this Lease are hereby changed to one-fifth (1/5).

13. Notwithstanding anything herein to the contrary, this lease covers and includes only oil and/or gas which for all purposes of this lease are defined as, and are limited to, oil, gas, casinghead gas and other gaseous substances, distillate condensates and associated hydrocarbon substances and all by-products of the foregoing and such sulphur as is produced through the wellbore, necessarily with and incidental to the production of any of the foregoing. This Lease does not cover any other fissionable materials, iron ore, copper, lignite, coal or any minerals of any type, it being understood this Lease is made for oil and gas purposes only.

14. Lessor's royalty shall be calculated free and clear of costs, expenses and deductions for exploration, drilling, development and production, including, but not limited to, costs of dehydration, storage, compression, separation by mechanical means and stabilization of the hydrocarbons at the well, but shall bear its proportionate share of severance and other taxes based upon production and the actual, reasonable costs incurred by Lessee to transport, compress, stabilize or treat the production off the lease premises in order to make the production saleable, or in order to get the production to a market.

15. Lessee shall initiate the payment of any royalties under this Lease within one hundred twenty (120) days following the commencement of deliveries of oil or gas produced from the leased premises. If not paid within said one hundred twenty (120) days, royalties shall be deemed to be delinquent, unless the failure of Lessee to timely commence royalty payments as provided herein is due to a legitimate title problem or the delay of royalty owners in executing and returning to Lessee appropriate title curative instruments.

16. In conjunction to the definition of the word "operations" in paragraph 6 of this Lease, it is further agreed and understood by Lessor and Lessee that the term "operations for drilling" shall mean the actual penetration of the surface by the drill bit.

17. Lessee agrees to furnish Lessor within thirty (30) days after the termination of this Lease a duly executed and acknowledged instrument releasing or evidencing the termination of this Lease as to all or any portion of the leased premises that shall have terminated.

18. Notwithstanding anything to the contrary, Lessee shall not use any water from stock tanks, surface reservoirs, existing water wells or streams situated on the property covered by this Lease. If Lessee should drill any water wells on the leased premises, then after Lessee has completed its use of such water wells, it shall turn such water wells, including all casing connected therewith over to Lessor (if Lessor so desires) for salvage value of casing.

19. (a) All slush pits or excavations of any nature made by Lessee on the leased premised shall be fenced by Lessee at its cost and expense with chain link fencing at least six (6) feet high. DSB LRB

(b) Lessee agrees to vacuum all pits and fill said pits with the original subsoil and then cover same with top soil within sixty (60) days after cessation of use of such pits, which in no event shall exceed one hundred eighty (180) days after the drilling rig is removed from the drillsite. Lessee further agrees to remove all equipment, refuse, garbage, and contaminates from the surface therefrom and restore the surface of said land as nearly as possible to the level and condition existing before drilling and exploration was begun. DSB LRB

(c) Lessee agrees that after drilling operations are concluded on a producing well, all drilling equipment will be removed within sixty (60) days after the termination of drilling. Only production equipment will remain on said Lease to be located within a two (2) acre area of the producing well. The two acre wellsite shall be fenced as in subparagraph (a) herein and shall be maintained, at Lessee's expense, in a neat, clean and appealing manner. Not less than quarterly, Lessee shall remove all grasses or other noxious growth upon the wellsite. Lessee further agrees to paint all personal property left upon the site (tanks, wellhead, flowlines, separator, etc.) in accordance with the color scheme used by the company, or if no such color scheme exists, then in any reasonable color scheme chosen by Lessor. Lessee shall reconstruct the site and repaint any fixtures located on the premises as often as may be reasonably necessary to maintain the aesthetic beauty of the wellsite. DSB LRB

(d) Lessee further agrees that, if at any time in the future, a producing well or wells become nonproductive and cannot be brought back into production under the reworking or additional drilling provisions hereof, Lessee, at Lessee's expense, will remove within six (6) months all production equipment, and the land around said well or wells will be returned as nearly as practicable to its natural environmental state. DSB LRB

(e) Lessee agrees to use all reasonable efforts to prevent any waste oil or salt water from flowing on or over the surface of the leased premises and to prevent any waste oil or salt water from draining into any draw, drain creek or ravine on the leased premises or into any tank or water hole thereon. Lessee shall construct such salt water disposal facilities off the premises as shall be necessary to confine and dispose of the salt water and waste oil produced from the leased premises in accordance with the rules and regulations of the Railroad Commission of the State of Texas. Lessee shall not provide for any salt water disposal well on the property covered by this lease without Lessor's written consent. Lessee agrees to use all reasonable efforts to prevent underground water on such premises from becoming contaminated in any manner as a result of Lessee's operations, and Lessee shall pay any and all damages resulting from the breach of this provision. DSB LRB

(f) Lessee agrees at all times to use reasonable care in all of Lessee's operations on the premises to prevent injury or damage to the cattle, livestock, buildings or other property situated on the surface of said land, and all water wells and tanks located thereon, and Lessee agrees to pay for any and all damages to the surface of said land, to cattle, crops, buildings, livestock, fences, tanks, water, water wells, and without limitation, any and all other property situated on the surface of the leased premises. Lessee agrees herein that the cost of any and all damages incurred will be determined by an independent third party appraiser of Lessor's and Lessee's. DSB LRB

20. (a) Lessee, in connection with its operations hereunder, may use any existing road or roads on said lease premises, or which may hereafter be constructed thereon by Lessee. If production is established on said property, Lessee agrees to pay Lessor damages for roads. In the use of said roads, Lessee shall be fully liable for all damage done to the same by its use thereof, and shall maintain and repair all roads so used to the extent of complete repair of all damage so caused. All roads and bridges used by Lessee, and those entering said property for and on behalf of Lessee or at its instance, shall be used at Lessee's risk, and all damages to the same or to any such persons or equipment utilizing the same, shall be at the risk of Lessee. DGB LFB

(b) All roads shall be maintained by Lessee in good condition and repair so as to allow the reasonable passage of any and all passenger vehicles. DGB LFB

(c) Lessee agrees to grade only one road to each location on the leased premises and to confine all travel incident to the drilling and production of such well to such road. DGB LFB

(d) Should Lessee desire to construct roads upon the leased premises to gain access to a drillsite, Lessor shall be consulted as to the location of said road(s) prior to commencement of operations. DGB LFB

21. Lessee agrees that Lessee will not cut or go over any fence or fences on the leased premises at any time or in connection with any operations on the leased premises, without first obtaining the consent thereto by the surface owner. Lessee agrees prior to cutting any fence to brace the existing fence adequately on both sides of the proposed cut so that when the fence is cut there will be no slackening of the wires. If the cut in such fence is an outside fence, Lessee agrees promptly after making such cut to install and maintain a metal gate in such opening, which gate shall be a type approved by the surface owner, and which gate Lessee shall keep locked at all times, and if the surface owner shall desire, Lessee shall also install and maintain a substantial iron cattleguard [a minimum of ten (10) feet in width]. If the cut in such fence is an inside fence, Lessee agrees promptly after making such cut to install and maintain a metal gate or cattleguard whichever shall be designated by the surface owner, in such opening. During the term of this lease, such gates and cattleguards shall be maintained by Lessee; upon termination of this lease, such gates and cattleguards shall become the property of the surface owner at no expense to the Lessor and/or surface owner or shall be removed by the Lessee if the surface owner so requests, in which case the fences shall be restored to their original condition. Lessee agrees to promptly close all gates which Lessee, its agents, servants and/or employees may use in Lessee's operations on the leased premises. DGB LFB

22. PIPELINES: Lessee's right to lay pipelines shall be limited to such lines as are necessary to transport oil and gas from wells located on Lessor's property (or property pooled therewith). Lessee's pipelines are to be located on a reasonably direct route which is approved by Lessor. Such approval shall not be unduly or arbitrarily withheld. All pipelines are to be buried below plow depth. Said easement is to terminate and revert to the Lessor when use thereof for the purpose aforesaid is not made by Lessee for a period of twelve (12) consecutive months or when all wells served thereby are finally plugged and abandoned by the Lessee. DGB LFB

23. Notwithstanding any other provision in this lease to the contrary, it is expressly understood and agreed that, after the primary term, this lease may be maintained in force solely by the payment of shut-in gas well royalty for a period not to exceed eighteen (18) months, but this right to maintain this lease for such period of time shall be a recurring right and may be exercised at any time and from time to time whenever Lessee finds it necessary or expedient to shut-in such well or wells. Such shut-in gas well royalty payments shall be equal to $5.00 per acre per year for each acre being held by shut-in gas well royalty payments. DSB LLD

24. Notwithstanding any other provision in this lease to the contrary, if a well is drilled on the herein leased premises and it is necessary to pool or unitize other acreage with acreage leased herein, then fifty percent (50%) of the leased premises must be included within such pool or unit. DSB LLD

25. For purposes of calculating the damages to Lessor's crops, turf, trees, roads and land, Lessee herein agrees to pay Lessor the sum of Three Thousand ($3,000.00) Dollars per drillsite as liquidated damages to the surface of Lessor's land. Lessee will be permitted to spray the mud from fresh water pits adjacent to drillsite under Texas Railroad Commission guidelines. Lessee shall pay Lessor such stipulated liquidated damages within thirty (30) days following commencement of Lessee's use of the land for such purposes. Lessee shall not be required to pay for any land that is located under an existing road. The drillsite location shall not encompass more than four (4) acres or as normal industry standards require. DSB LLD

26. Lessor hereby warrants and agrees to defend title to said land by, through or under Lessors but not otherwise. DSB LLD

27. Lessee agrees to pay Lessor $5.00 per acre as delay rental for each acre of land not contained within a proration unit. DSB LLD

28. At the expiration of the primary term of this Lease, this lease shall terminate and be released as to all acreage except the following: DSB LLD

(a) Any portion of the leased premises included within a pooled unit as set forth in paragraph four (4) hereof; DSB LLD

(b) If Lessee has completed a well on said land which is classified as an oil well by the Texas Railroad Commission (or any successor governmental agency) and is producing, or capable of producing, oil in commercial quantities, then this lease shall continue in effect as to a tract of one hundred sixty (160) acres around each such well not defined as having a horizontal drainhole and three hundred twenty (320) acres, plus a tolerance of ten percent (10%) for an oil well defined as having a horizontal drainhole. DSB LLD

(c) If Lessee has completed a well on said land which is classified as a gas well by the Texas Railroad Commission (or any successor governmental agency) and is producing, or capable of producing gas in commercial quantities, then this lease shall continue in effect as to a tract of three hundred twenty (320) acres around each such well not defined as having a horizontal drainhole and six hundred forty (640) acres, plus a tolerance of ten percent (10%) for a gas well defined as having a horizontal drainhole. DSB LLD

(d) It is expressly provided that within ninety (90) days after the well has been completed and is capable of commercial production of hydrocarbons upon these lands or lands pooled therewith, Lessee shall designate an area around each well. All such acreage within any such unit shall be held by actual production or shut-in royalty payments as herein provided. All acreage covered by this Lease and not included in a unit or units shall be held only by the remaining provisions of this Lease. DSB LFB

(e) Provided, however, that in the event any Federal or State law, or any order, rule or regulation of the Texas Railroad Commission or any other governmental authority prescribed a required spacing pattern for the development of the field or allocates a producing allowable in whole or in part based on acreage per well in excess of those set forth above, then any producing unit retained hereunder may include as much additional acreage as may be so prescribed or as may be required to obtain the maximum necessary allocation or allowable for each such well. However, in the event field rules for wells having a horizontal drainhole be adapted which require or permit less acreage for full allowable than set forth above, Lessee will within six (6) months amend the unit or units to contain the minimum amount of acreage permitted, required or prescribed in said field rules to obtain the maximum allowable for each well. DSB LFB

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

Dorothy S Bienski
DOROTHY S. BIENSKI
SS# [redacted]

Leon L. Bienski
LEON L. BIENSKI
SS# [redacted]

WHEN RECORDED RETURN TO:
Union Pacific Resources Co.
Attn: Land Administration
P.O. Box 7, MS 3300
Fort Worth, TX 76101-0007

(11)

File No. MF-94861
Adjacent Oil & Gas Lease

Date Filed: _____
Jerry E. Patterson, Commissioner

By _____

(11)

19846 M.R.

STATE OF TEXAS)
COUNTY OF BRAZOS)

I, Mary Ann Ward, County Clerk of Brazos County, Texas do hereby certify that the foregoing is a true and correct copy of the original as the same appears of record in Vol. 1344, Page 846 in Official Records of said County on file in my office.

ATTEST 10-24-91
Mary Ann Ward, County Clerk
Brazos County, Texas

_____, Deputy

#2095

DO NOT DESTROY

GLO-36-10-84 -MEMO- #30739737

Operator Union Pacific Res.

Unit Name Berger-Porterfield #1

County Brazos 03

Effective Date 8-10-92

Unitized for: Oil ✓ Gas ___ Oil & Gas ___

1. M.F. No. 094861

Area HROW Tr. ___

Sec. ___ Blk. ___ Survey ___

.88/360.00 x 1/5 = .0489 %
.002449 .20 = .000489

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:

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

August 19, 1992

General Land Office
1700 North Congress Ave.
Stephen F. Austin Bldg.
Austin, Texas 78701-1495

Attention: Records Department

Re: Designation of Unit
Berger-Porterfield Unit Well No. 1
Thomas J. Whooten Survey A-59
Brazos County, Texas

Gentlemen:

Enclosed herewith for your files, please find a copy of the captioned unit designation. This instrument has been submitted to your office pursuant to the provisions of that certain State of Texas Oil and Gas lease (M-94861) dated January 21, 1992 and filed in the Brazos county records. If I may be of any further assistance please advise.

Sincerely,

Rolando R. Muñoz

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

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

11·23·92

November 19, 1992

Commissioner of the General Land
Office for the State of Texas
Stephen F. Austin Building
1700 North Congress
Austin, TX 78701

Re: Copies of Unit Designations Affecting
State of Texas Lease M-94861
Brazos County, Texas

Gentlemen:

Enclosed for your review and further handling are copies of two unit designations covering the Berger-Porterfield Unit Well No. 1 and the Bienski-Porterfield Unit Well No. 1.

Please advise if you need anything further.

Sincerely,

UNION PACIFIC RESOURCES COMPANY

Norma S. Greenlee

Norma S. Greenlee
Land Analyst

nsg

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

11-23-92 498411

FILED

92 AUG 19 AM 11:31

BRAZOS COUNTY COURTHOUSE
BRYAN, TEXAS

DESIGNATION OF UNIT

BERGER-PORTERFIELD UNIT WELL NO. 1

STATE OF TEXAS

COUNTY OF BRAZOS

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 reserves 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 owner 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.

11-23-92

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 10th day of August, 1992.

UNION PACIFIC RESOURCES COMPANY

By: Joan M. Hansen
Its: Attorney-in-Fact

MW PETROLEUM CORPORATION

By: A. W. Eckleben
Its: H

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 10th day of AUGUST, 1992, by JOAN M. HANSEN, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.

Jeanne F. Veach
Notary Public
STATE OF TEXAS
My Comm. Exp. 01/24/94

F. Veach
Notary Public in and for the
State of Texas
My commission expires:_____

STATE OF Texas
COUNTY OF Harris

This instrument was acknowledged before me on the 12th day of August, 1992, by A.W. Eckleben, the Attorney-In-Fact of MW PETROLEUM CORPORATION, a Colorado corporation, on behalf of said corporation.

KATHY S. MANGUM
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 21, 1993

Kathy S. Mangum
Notary Public in and for the
State of Texas
My commission expires: 3/21/93

Law Department Approved
DESUNIT.O&G

11-23-92

EXHIBIT "A"

Attached to and made a part of that certain Designation of Unit, Berger-Porterfield Unit Well No. 1, dated AUGUST 10th, 1992.

(All recording references are to the Official Records of Brazos County, Texas)

LESSOR: Clyde C. Berger and Mildred J. Berger, Co-Trustees of the Berger Trust
LESSEE: Union Pacific Resources Company
DATED: December 12, 1990
RECORDED: Volume 1238, Page 355
UPRC NO: TX1-42759

LESSOR: Dorothy S. Bienski et vir, Leon L. Bienski
LESSEE: Union Pacific Resources Company
DATED: February 20, 1991
RECORDED: Volume 1244, Page 846
UPRC NO: TX1-42917

LESSOR: Commissioner of the General Land Office of the State of Texas
LESSEE: Union Pacific Resources Company
DATED: January 21, 1992
RECORDED: Volume 1428, Page 299
UPRC NO: TX1-45386

LESSOR: Randall Earl Calvert, a/k/a Randy Earl Calvert
LESSEE: Union Pacific Resources Company
DATED: October 25, 1991
RECORDED: Volume 1394, Page 311
UPRC NO: TX1-43986

LESSOR: Danny L. Jones and wife, Linda S. Jones
LESSEE: Union Pacific Resources Company
DATED: October 25, 1991
RECORDED: Volume 1394, Page 317
UPRC NO: TX1-43985

LESSOR: Clyde J. Porterfield, Sr. and wife, Irene Porterfield
Harvey D. Watson and wife, Opal Watson
LESSEE: Union Pacific Resources Company
DATED: February 20, 1991
RECORDED: Volume 1248, Page 501
UPRC NO: TX1-42930

LESSOR: Lawrence E. Everett and wife, Emma Sue Everett
LESSEE: Union Pacific Resources Company
DATED: October 18, 1991
RECORDED: Volume 1372, Page 23
UPRC NO: TX1-43614

DNH/mm.2

EXHIBIT "B"
ATTACHED TO AND MADE A PART OF THAT CERTAIN DESIGNATION OF UNIT,
BERGER-PORTERFIELD UNIT WELL # 1 DATED August 10th, 1992

Berger-Porterfield Unit Well No. 1
360.00 Acre Unit
Union Pacific Resources Company
Thomas J. Wooten Survey, A-59
Brazos County, Texas

Field notes of a 360.00 acre tract, lying and being situated in the T. J. Wooten Survey, Abstract No. 59, Brazos County, Texas, and consisting of the following tracts:

All of the called 98 acre tract described in the deed from Clyde C. Berger and Mildred J. Berger to the Berger Trust, as recorded in Volume 1035, Page 341, of the Official Records of Brazos County, Texas;

All of the called 20 acre (19-1/2 acres net) tract described in the deed from Clyde C. Berger and Mildred J. Berger to the Berger Trust, as recorded in Volume 1035, Page 343, of the Official Records of Brazos County, Texas;

Part of the called 325.66 acre tract described in the deed from Mrs. Josephine Vasbinder, et vir, to John N. Sramek and Frank M. Sramek, as recorded in Volume 103, Page 123, of the Deed Records of Brazos County, Texas;

Part of the called 2.67 acre tract (right-of-way strip for Leonard Road) described in the Judgement of the Court - Brazos County, Texas - vs. No. 98-A from John N. Sramek and Frank M. Sramek to Brazos County, Texas, as recorded in Volume 173, Page 627, of the Deed Records of Brazos County, Texas;

All of the called 5.0 acre tract described in the Contract of Sale and Purchase between the Veteran's Land Board of Texas and Rand Earl Calvert, as recorded in Volume 1119, page 199, of the Official Records of Brazos County, Texas;

All of the called 5.0 acre tract described in the Contract of Sale and Purchase between the Veteran's Land Board of Texas and Danny L. Jones, as recorded in Volume 1101, Page 420, of the Official Records of Brazos County, Texas;

All of the called 138.35 acre tract (and the adjoining 1/2 of Silverhill Road), save and except the abovementioned 5.0 acre tracts described in the deed from Portland State Bank, Portland, Texas, to C. J. Porterfield, Sr. and H. D. Watson, as recorded in Volume 1057, Page 65, of the Official Records of Brazos County, Texas; and

All of the called 4 acre tract described in the deed from Raymond J. Piwonka, et ux, to Lawrence E. Everett, et ux, as recorded in Volume 246, Page 367, of the Deed Records of Brazos County, Texas, and said 360.00 acre tract being more particularly described as follows:

BEGINNING at the intersection of the projected northwest line of the beforementioned Everett 4 acre tract with the center of Silverhill Road (county road);

THENCE along the northwest line of the beforementioned 4 acre tract and the beforementioned 138.35 acre tract, adjacent to a fence, as follows:

N 43° 37′ 43" E at a distance of 47.8 feet, pass a 15" Elm tree fence corner in the northeast line of Silverhill Road, continue on, for a total distance of 1470.96 feet to a 1/2" iron rod found at a 10" creosote post fence corner,
N 44° 19′ 13" E 1620.80 feet to a cross-tie fence corner marking the north corner of the 138.35 acre tract;

THENCE S 42° 32′ 52" E along the northeast line of the beforementioned 138.35 acre tract, adjacent to a fence, for a distance of 902.93 feet to a 6" post fence corner marking the north corner of the 2.595 acre tract described in Volume 747, Page 629, of the Official Records of Brazos County, Texas;

THENCE along the common lines of the beforementioned 138.35 acre tract and the beforementioned 2.595 acre tract, as follows:

S 67° 00′ 02" W 296.64 feet to an 8" fence corner,
S 25° 36′ 13" E 162.19 feet to a fence corner,
N 88° 42′ 39" E 365.86 feet to a 6" fence corner,
S 44° 56′ 55" E 873.22 feet to the center of Leonard Road (county road);

THENCE S 44° 27′ 29" W along the center of Leonard Road, for a distance of 657.17 feet and corner;

THENCE S 45° 17′ 58" E entirely across the beforementioned 325.66 acre tract, for a distance of 2260.36 feet to the southeast line of the 325.66 acre tract;

THENCE along the southeast line of the beforementioned 325.66 acre tract and the beforementioned 98 acre tract, adjacent to a fence, as follows:

S 44° 42′ 02" W 1857.97 feet to a 1/2" iron rod found 4.2 feet northeast from an 8" cedar post fence corner marking the common corner of the 325.66 acre and 98 acre tracts,
S 44° 21′ 23" W 1884.61 feet to a cross-tie fence corner marking the south corner of the 98 acre tract;

THENCE N 46° 38′ 37" W along the southwest line of the beforementioned 98 acre tract, adjacent to and approximately 12 feet southwest of the fenced northeast line of an old lane, for a distance of 2285.20 feet to the west corner of the 98 acre tract in the center of Leonard Road;

THENCE N 45° 38′ 28" E along the center of Leonard Road, for a distance of 545.26 feet to the intersection of the projected southwest line of the beforementioned 19-1/2 acre tract;

Berger-Porterfield Unit Well No. 1
360.00 Acre Unit
Union Pacific Resources Company
Thomas J. Wooten Survey, A-59
Brazos County, Texas
Continued - Page 3

THENCE N 45° 20' 16" W along the southwest line of the beforementioned 19-1/2 acre tract, adjacent to a fence, at a distance of 1021.9 feet, pass a 10" creosote post fence corner, continue on, for a total distance of 1023.74 feet to the west corner of the 19-1/2 acre tract;

THENCE N 44° 07' 25" E along the northwest line of the beforementioned 19-1/2 acre tract, adjacent to a fence, for a distance of 658.45 feet to the west corner of the now or formerly W. Skopic 0.5 acre tract, from which a 1/2" iron rod found at a 5" creosote post bears N 76° 36' E 1.3 feet;

THENCE along the common lines between the beforementioned 19-1/2 acre tract and the beforementioned 0.5 acre tract, adjacent to a fence, as follows:

S 45° 52' 35" E at a distance of 103.5 feet, pass a 5" creosote post fence corner, continue on, for a total distance of 105.15 feet to the south corner of the 0.5 acre tract,
N 44° 07' 25" E at a distance of 166.3 feet, pass a 4" creosote post fence corner in the fenced southwest line of Silverhill Road, continue on, for a total distance of 204.00 feet to the center of Silverhill Road;

THENCE along the average center pavement of Silverhill Road, as follows:

N 44° 57' 37" W 711.57 feet,
N 41° 36' 42" W 163.30 feet,
N 40° 39' 29" W 52.84 feet,
N 29° 31' 37" W 182.39 feet to the **PLACE OF BEGINNING**, containing 360.00 acres of land, more or less.

Bearings Based on True North, as Obtained by Solar Observation.

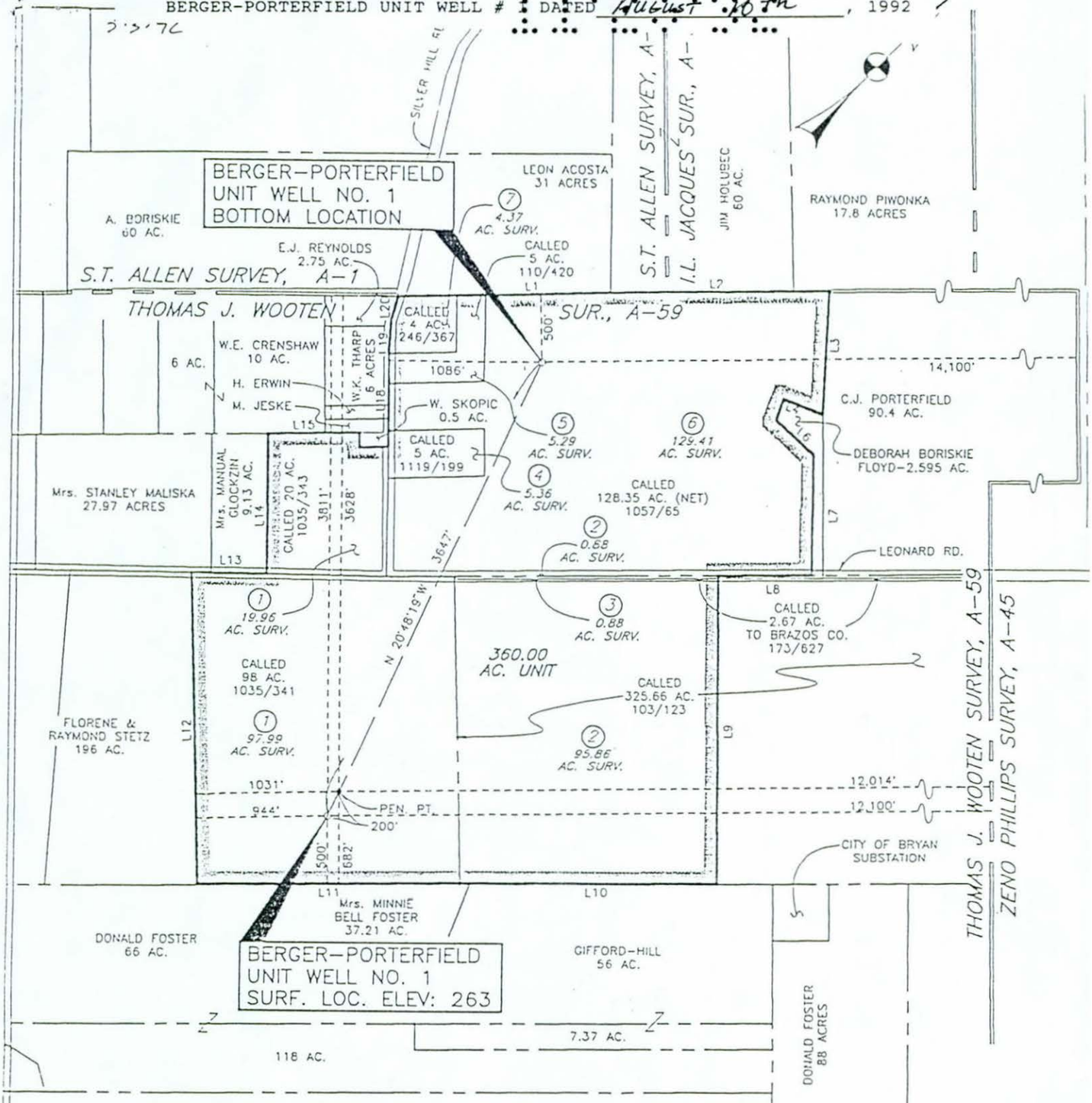
Prepared July 29, 1992

kes-20a:\berport.upr

LIMITED TO THE AUSTIN CHALK FORMATION, AS FOUND BETWEEN 8280 FEET AND 8560 FEET IN THE LONE STAR #2 SRAMEK WELL LOCATED 10895 FEET FNEL AND 2967 FEET FNWL OF THE T. WOOTEN SURVEY A-59, BRAZOS COUNTY, TEXAS

ATTACHED TO AND MADE A PART OF THAT CERTAIN DESIGNATION OF UNIT,
BERGER-PORTERFIELD UNIT WELL # 1 DATED August 30th, 1992

5-5-7C



NOTES:

1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED S 37W~5.9 MI. FROM BRYAN.
3. [redacted] INDICATES LIMITS OF UNIT.

REVISED:12/11/91
Changed Surf. Loc.& Name

REVISED:12/18/91
Changed Surf. Loc.& Name

REVISED:02/21/92
Reduced Unit Acreage.

REVISED:04/28/92
ADDED TR. 7

UNIT PERIMETER METES:

LINE	BEARING	DIST.
L1	N 43°37'43" E	1470.96
L2	N 44°19'13" E	1620.80
L3	S 42°32'52" E	902.93
L4	S 67°00'02" W	296.64
L5	S 25°36'13" E	162.19
L6	N 85°42'35" E	365.66
L7	S 44°56'55" E	873.22
L8	S 44°27'29" W	657.17
L9	S 45°17'56" E	2260.36
L10	S 44°42'02" W	1857.97
L11	S 44°21'23" W	1684.61
L12	N 46°38'37" W	2285.20
L13	N 45°38'28" E	545.26
L14	N 45°20'16" W	1023.74
L15	N 44°07'25" E	658.45
L16	S 45°52'35" E	105.15
L17	N 44°07'25" E	204.00
L18	N 44°57'37" W	711.57
L19	N 41°36'42" W	163.30
L20	N 40°39'29" W	52.84
L21	N 29°31'37" W	182.39

BERGER-PORTERFIELD UNIT WELL NO. 1

TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
(1)	117.95	CLYDE C. BERGER AND MILDRED BERGER, CO-TRUSTEES	1248/501
(2)	96.74	DOROTHY S. BIENSKI, etvir	1244/640
(3)	0.88	LEONARD ROAD-ADDITIONAL R.O.W.	
(4)	5.36	RANDALL EARL CALVERT	
(5)	5.29	DANNY L. JONES, etux	
(6)	129.41	CLYDE J. PORTERFIELD, Sr., etux & HARVEY D. WATSON, etux	1248/501
(7)	4.37	LAWRENCE E. EVERETT,etux	1372/23
360.00	TOTAL ACRES IN UNIT		

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

WELL LOCATION

BERGER-PORTERFIELD UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

THOMAS J. WOOTEN SURVEY, A-59
BRAZOS COUNTY, TEXAS

SURVEYED: DECEMBER, 1991

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

DECEMBER, 1991 1"=1000'

F:\E-01\041\WOOTEN

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

11·23·92

17-
Will pick up

DESIGNATION OF UNIT

BERGER-PORTERFIELD UNIT WELL NO. 1

STATE OF TEXAS

COUNTY OF BRAZOS

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 reserves 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 owner 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 10th day of August, 1992.

UNION PACIFIC RESOURCES COMPANY

By: Joan M Hansen
Its: Attorney-in-Fact

MW PETROLEUM CORPORATION

By: _____
Its: _____

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 10th day of August, 1992, by Joan M. Hansen, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.

Jeanne F. Veach
Notary Public
STATE OF TEXAS
My Comm. Exp. 01/24/94

Jeanne F. Veach
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 _____, the _____ of MW PETROLEUM CORPORATION, a _____ corporation, on behalf of said corporation.

_____
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, Berger-Porterfield Unit Well No. 1, dated AUGUST 10th, 1992.

(All recording references are to the Official Records of Brazos County, Texas)

LESSOR: Clyde C. Berger and Mildred J. Berger, Co-Trustees of the Berger Trust
LESSEE: Union Pacific Resources Company
DATED: December 12, 1990
RECORDED: Volume 1238, Page 355
UPRC NO: TX1-42759

LESSOR: Dorothy S. Bienski et vir, Leon L. Bienski
LESSEE: Union Pacific Resources Company
DATED: February 20, 1991
RECORDED: Volume 1244, Page 846
UPRC NO: TX1-42917

LESSOR: Commissioner of the General Land Office of the State of Texas
LESSEE: Union Pacific Resources Company
DATED: January 21, 1992
RECORDED: Volume 1428, Page 299
UPRC NO: TX1-45386

LESSOR: Randall Earl Calvert, a/k/a Randy Earl Calvert
LESSEE: Union Pacific Resources Company
DATED: October 25, 1991
RECORDED: Volume 1394, Page 311
UPRC NO: TX1-43986

LESSOR: Danny L. Jones and wife, Linda S. Jones
LESSEE: Union Pacific Resources Company
DATED: October 25, 1991
RECORDED: Volume 1394, Page 317
UPRC NO: TX1-43985

LESSOR: Clyde J. Porterfield, Sr. and wife, Irene Porterfield
Harvey D. Watson and wife, Opal Watson
LESSEE: Union Pacific Resources Company
DATED: February 20, 1991
RECORDED: Volume 1248, Page 501
UPRC NO: TX1-42930

LESSOR: Lawrence E. Everett and wife, Emma Sue Everett
LESSEE: Union Pacific Resources Company
DATED: October 18, 1991
RECORDED: Volume 1372, Page 23
UPRC NO: TX1-43614

DNH/mm.2

EXHIBIT "B"
ATTACHED TO AND MADE A PART OF THAT CERTAIN DESIGNATION OF UNIT,
BERGER-PORTERFIELD UNIT WELL # 1 DATED August 10th, 1992

Berger-Porterfield Unit Well No. 1
360.00 Acre Unit
Union Pacific Resources Company
Thomas J. Wooten Survey, A-59
Brazos County, Texas

Field notes of a 360.00 acre tract, lying and being situated in the T. J. Wooten Survey, Abstract No. 59, Brazos County, Texas, and consisting of the following tracts:

All of the called 98 acre tract described in the deed from Clyde C. Berger and Mildred J. Berger to the Berger Trust, as recorded in Volume 1035, Page 341, of the Official Records of Brazos County, Texas;

All of the called 20 acre (19-1/2 acres net) tract described in the deed from Clyde C. Berger and Mildred J. Berger to the Berger Trust, as recorded in Volume 1035, Page 343, of the Official Records of Brazos County, Texas;

Part of the called 325.66 acre tract described in the deed from Mrs. Josephine Vasbinder, et vir, to John N. Sramek and Frank M. Sramek, as recorded in Volume 103, Page 123, of the Deed Records of Brazos County, Texas;

Part of the called 2.67 acre tract (right-of-way strip for Leonard Road) described in the Judgement of the Court - Brazos County, Texas - vs. No. 98-A from John N. Sramek and Frank M. Sramek to Brazos County, Texas, as recorded in Volume 173, Page 627, of the Deed Records of Brazos County, Texas;

All of the called 5.0 acre tract described in the Contract of Sale and Purchase between the Veteran's Land Board of Texas and Rand Earl Calvert, as recorded in Volume 1119, page 199, of the Official Records of Brazos County, Texas;

All of the called 5.0 acre tract described in the Contract of Sale and Purchase between the Veteran's Land Board of Texas and Danny L. Jones, as recorded in Volume 1101, Page 420, of the Official Records of Brazos County, Texas;

All of the called 138.35 acre tract (and the adjoining 1/2 of Silverhill Road), save and except the abovementioned 5.0 acre tracts described in the deed from Portland State Bank, Portland, Texas, to C. J. Porterfield, Sr. and H. D. Watson, as recorded in Volume 1057, Page 65, of the Official Records of Brazos County, Texas; and

All of the called 4 acre tract described in the deed from Raymond J. Piwonka, et ux, to Lawrence E. Everett, et ux, as recorded in Volume 246, Page 367, of the Deed Records of Brazos County, Texas, and said 360.00 acre tract being more particularly described as follows:

BEGINNING at the intersection of the projected northwest line of the beforementioned Everett 4 acre tract with the center of Silverhill Road (county road);

THENCE along the northwest line of the beforementioned 4 acre tract and the beforementioned 138.35 acre tract, adjacent to a fence, as follows:

N 43° 37' 43" E at a distance of 47.8 feet, pass a 15" Elm tree fence corner in the northeast line of Silverhill Road, continue on, for a total distance of 1470.96 feet to a 1/2" iron rod found at a 10" creosote post fence corner,
N 44° 19' 13" E 1620.80 feet to a cross-tie fence corner marking the north corner of the 138.35 acre tract;

THENCE S 42° 32' 52" E along the northeast line of the beforementioned 138.35 acre tract, adjacent to a fence, for a distance of 902.93 feet to a 6" post fence corner marking the north corner of the 2.595 acre tract described in Volume 747, Page 629, of the Official Records of Brazos County, Texas;

THENCE along the common lines of the beforementioned 138.35 acre tract and the beforementioned 2.595 acre tract, as follows:

S 67° 00' 02" W 296.64 feet to an 8" fence corner,
S 25° 36' 13" E 162.19 feet to a fence corner,
N 88° 42' 39" E 365.86 feet to a 6" fence corner,
S 44° 56' 55" E 873.22 feet to the center of Leonard Road (county road);

THENCE S 44° 27' 29" W along the center of Leonard Road, for a distance of 657.17 feet and corner;

THENCE S 45° 17' 58" E entirely across the beforementioned 325.66 acre tract, for a distance of 2260.36 feet to the southeast line of the 325.66 acre tract;

THENCE along the southeast line of the beforementioned 325.66 acre tract and the beforementioned 98 acre tract, adjacent to a fence, as follows:

S 44° 42' 02" W 1857.97 feet to a 1/2" iron rod found 4.2 feet northeast from an 8" cedar post fence corner marking the common corner of the 325.66 acre and 98 acre tracts,
S 44° 21' 23" W 1884.61 feet to a cross-tie fence corner marking the south corner of the 98 acre tract;

THENCE N 46° 38' 37" W along the southwest line of the beforementioned 98 acre tract, adjacent to and approximately 12 feet southwest of the fenced northeast line of an old lane, for a distance of 2285.20 feet to the west corner of the 98 acre tract in the center of Leonard Road;

THENCE N 45° 38' 28" E along the center of Leonard Road, for a distance of 545.26 feet to the intersection of the projected southwest line of the beforementioned 19-1/2 acre tract;

THENCE N 45° 20' 16" W along the southwest line of the beforementioned 19-1/2 acre tract, adjacent to a fence, at a distance of 1021.9 feet, pass a 10" creosote post fence corner, continue on, for a total distance of 1023.74 feet to the west corner of the 19-1/2 acre tract;

THENCE N 44° 07' 25" E along the northwest line of the beforementioned 19-1/2 acre tract, adjacent to a fence, for a distance of 658.45 feet to the west corner of the now or formerly W. Skopic 0.5 acre tract, from which a 1/2" iron rod found at a 5" creosote post bears N 76° 36' E 1.3 feet;

THENCE along the common lines between the beforementioned 19-1/2 acre tract and the beforementioned 0.5 acre tract, adjacent to a fence, as follows:

S 45° 52' 35" E at a distance of 103.5 feet, pass a 5" creosote post fence corner, continue on, for a total distance of 105.15 feet to the south corner of the 0.5 acre tract,

N 44° 07' 25" E at a distance of 166.3 feet, pass a 4" creosote post fence corner in the fenced southwest line of Silverhill Road, continue on, for a total distance of 204.00 feet to the center of Silverhill Road;

THENCE along the average center pavement of Silverhill Road, as follows:

N 44° 57' 37" W 711.57 feet,
N 41° 36' 42" W 163.30 feet,
N 40° 39' 29" W 52.84 feet,
N 29° 31' 37" W 182.39 feet to the PLACE OF BEGINNING, containing 360.00 acres of land, more or less.

Bearings Based on True North, as Obtained by Solar Observation.

Prepared July 29, 1992

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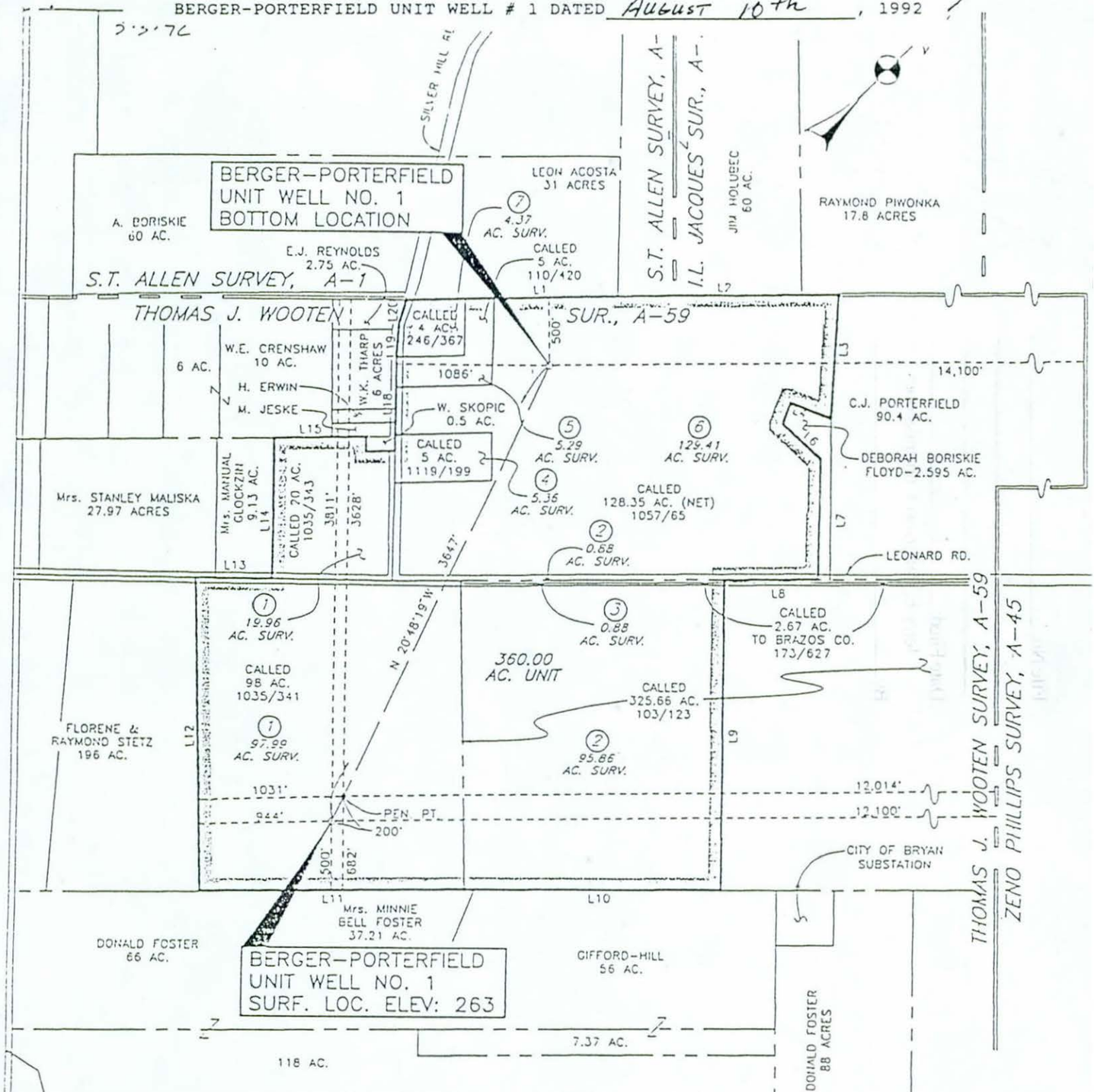
LIMITED TO THE AUSTIN CHALK FORMATION, AS FOUND BETWEEN 8280 FEET AND 8560 FEET IN THE LONE STAR #2 SRAMEK WELL LOCATED 10895 FEET FNEL AND 2967 FEET FNWL OF THE T. WOOTEN SURVEY A-59, BRAZOS COUNTY, TEXAS

EXHIBIT "C"

ATTACHED TO AND MADE A PART OF THAT CERTAIN DESIGNATION OF UNIT, BERGER-PORTERFIELD UNIT WELL # 1 DATED August 10th, 1992



NOTES:

1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED S 37W~5.9 MI. FROM BRYAN.
3. [illegible] INDICATES LIMITS OF UNIT.

REVISED:12/11/91
Changed Surf. Loc.& Name

REVISED:12/18/91
Changed Surf. Loc.& Name

REVISED:02/21/92
Reduced Unit Acreage.

REVISED:04/28/92
ADDED TR. 7

UNIT PERIMETER METES:

LINE	BEARING	DIST.
L1	N 43°37'43" E	1470.96
L2	N 44°19'13" E	1620.80
L3	S 45°32'52" E	902.93
L4	S 67°00'02" W	295.64
L5	S 25°36'13" E	162.19
L6	N 65°42'38" E	305.66
L7	S 44°56'55" E	673.22
L8	S 44°27'29" W	657.17
L9	S 45°17'58" E	2260.36
L10	S 44°42'02" W	1857.97
L11	S 44°21'23" W	1664.61
L12	N 46°38'37" W	2285.20
L13	N 45°38'28" E	545.26
L14	N 45°20'16" W	1023.74
L15	N 44°07'25" E	658.45
L16	S 45°52'35" E	105.15
L17	N 44°07'25" E	204.00
L18	N 44°57'37" W	711.57
L19	N 41°36'42" W	163.30
L20	N 40°39'29" W	52.84
L21	N 29°31'37" W	162.39

BERGER-PORTERFIELD UNIT WELL NO. 1

TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
(1)	117.95	CLYDE C. BERGER AND MILDRED BERGER, CO-TRUSTEES	1248/501
(2)	95.74	DOROTHY S. BIENSKI, etvir	1244/640
(3)	0.88	LEONARD ROAD-ADDITIONAL R.O.W.	
(4)	5.36	RANDALL EARL CALVERT	
(5)	5.29	DANNY L. JONES, etux	
(6)	129.41	CLYDE J. PORTERFIELD, Sr., etux & HARVEY D. WATSON, etux	1248/501
(7)	4.37	LAWRENCE E. EVERETT, etux	1372/23
360.00	TOTAL ACRES IN UNIT		

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

SURVEYED: DECEMBER, 1991

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

WELL LOCATION

BERGER-PORTERFIELD UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

THOMAS J. WOOTEN SURVEY, A-59

BRAZOS COUNTY, TEXAS

DECEMBER, 1991

1" = 1000'

File No. MF-94861
Designation of
pooled unit
Date Filed: 9/10/92
Jerry E. Patterson, Commissioner
By

#12
Designation of
Pooled Unit
9-10-92
M-94861

2118

DO NOT DESTROY

GLO-36-10-84 -MEMO-

Operator Union PACIFIC Resources 4100031777

Unit Name Bienski - PORTERFIELD

County Brazos

Effective Date 9-17-92 (63)

Unitized for: Oil ___ Gas ___ Oil & Gas ✓

1. M.F. No. 094861

Area HROW Tr. ___

Sec. ___ Blk. ___ Survey ___

2.01/327.83 x 1/5 (.20) 00.1226 (.001226) %

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:

11-23-92

502160

FILED

92 SEP 29 PM 2:09

CO. CLERK

BRAZOS COUNTY COURTHOUSE
BRYAN, TEXAS

DESIGNATION OF UNIT

BIENSKI-PORTERFIELD UNIT WELL NO. 1

STATE OF TEXAS

COUNTY OF BRAZOS

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 reserves 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 owner 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.

4487-92-Y

11-23-92

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 17th day of September, 1992.

UNION PACIFIC RESOURCES COMPANY

By: _____
Its: Attorney-in-Fact

MW PETROLEUM CORPORATION

By: _____
Its: A.W. Engleben
Attorney - In - Fact

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 17th day of September, 1992, by John B. Hering, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.

Notary Public
STATE OF TEXAS
My Comm. Exp. 04/05/93

_____
Notary Public in and for the
State of Texas
My commission expires: 4/5/93

STATE OF Texas
COUNTY OF Harris

This instrument was acknowledged before me on the 23rd day of September, 1992, by A.W. Engleben, the Attorney-In-Fact of MW PETROLEUM CORPORATION, a Colorado corporation, on behalf of said corporation.

KATHY S. MANGUM
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 21, 1993

_____
Notary Public in and for the
State of Texas
My commission expires: 3/21/93

Law Department Approved
DESUNIT.O&G

11-23-92

EXHIBIT "A"

Attached to and made a part of Designation of Unit - Bienski-Porterfield Unit Well No. 1 dated September 17, 1992.

LESSOR: Dorothy S. Bienski et vir, Leon L. Bienski
LESSEE: Union Pacific Resources Company
DATED: February 20, 1991
RECORDED: Volume 1244, Page 846
UPRC NO.: TX1-42917

LESSOR: Clyde J. Porterfield and his wife, Irene H. Porterfield
LESSEE: James Worsham
DATED: March 8, 1988
RECORDED: Volume 1038, Page 662
UPRC NO.: TX1-45472(1)

LESSOR: W. E. Marshall Sr. and wife, Blanche O. Marshall
LESSEE: Union Pacific Resources Company
DATED: February 10, 1992
RECORDED: Volume 1469, Page 344
UPRC NO.: TX1-45472(3)

LESSOR: Geraldine Van Dyke Cranford and husband, Oran A. Cranford
LESSEE: Union Pacific Resources Company
DATED: February 23, 1992
RECORDED: Volume 1461, Page 346
UPRC NO.: TX1-45472(6)

LESSOR: Florence H. Van Dyke Bell and husband, J. Frederic Bell
LESSEE: Union Pacific Resources Company
DATED: February 23, 1992
RECORDED: Volume 1501, Page 150
UPRC NO.: TX1-45472(7)

LESSOR: Michael R. Marshall and Louise Marshall Rollo
LESSEE: Union Pacific Resources Company
DATED: February 10, 1992
RECORDED: Volume 1469, Page 346
UPRC NO.: TX1-45472(4)

LESSOR: George H. Marshall
LESSEE: Union Pacific Resources Company
DATED: July 15, 1992
RECORDED: Volume 1550, Page 169
UPRC NO.: TX1-45472(11)

LESSOR: Gwendolyn Marshall, Louis Daniel Marshall, and Kevin Wade Marshall
LESSEE: Union Pacific Resources Company
DATED: February 23, 1992
RECORDED: Volume 1478, Page 166
UPRC NO.: TX1-45472(8)

LESSOR: Howard H. Porterfield and wife Linda D. Porterfield
LESSEE: Union Pacific Resources Company
DATED: March 6, 1992
RECORDED: Volume 1444, Page 192
UPRC NO.: TX1-45472(5)

11-23-92

LESSOR: G. R. Miller and wife Maggie P. Miller
LESSEE: Union Pacific Resources Company
DATED: March 6 ,1992
RECORDED: Volume 1444, Page 194
UPRC NO.: TX1-45472(9)

LESSOR: Anton Krzesienski, Charles Krzesienski, Louis Krzesienski, Mary Krzesienski Wisnoski, Amelia Krzesienski Bialas, Agnes Krzesienski Hilton, Ann Krzesienski Frank, Lou Ann Krzenski and Frank C. Fehr
LESSEE: Union Pacific Resources Company
DATED: February 16, 1992
RECORDED: Volume 1496, Page 193
UPRC NO.: TX1-45472(2)

LESSOR: Kenneth W. Kennedy and wife Imogene Kennedy
LESSEE: Union Pacific Resources Company
DATED: May 29, 1992
RECORDED: Volume 1523, Page 133
UPRC NO.: TX1-45472(10)

LESSOR: Commissioner of the General Office of the State of Texas
LESSEE: Union Pacific Resources Company
DATED: January 21, 1992
RECORDED: Volume 1428, Page 299
UPRC NO.: TX1-45386

DNH/sl.008

EXHIBIT "B"

Attached to and made a part of that certain "Designation of Unit - Bienski-Porterfield Unit Well No. 1" dated September 17, 1992.

Bienski-Porterfield Unit Well No. 1
327.83 Acre Unit
Union Pacific Resources Company
T. J Wooten Survey, A-59
I. L. Jacques Survey, A-143
Brazos County, Texas

Field notes of a 327.83 acre tract or parcel of land, lying and being situated in the T. J. Wooten Survey, Abstract No. 59 and in the I. L. Jacques Survey, Abstract No. 143, Brazos County, Texas, and consisting of the following tracts:

Part of the called 325.66 acre tract described in the deed from Mrs. Josephine Vasbinder, joined by her husband, D. D. Vasbinder, and Mrs. Mary Chemelesky, a widow, to John N. Sramek and Frank M. Sramek, as recorded in Volume 103, Page 123, of the Deed Records of Brazos County, Texas;

Part of the called 46-2/10 acre First Tract and all of the called 46-2/10 acre Second Tract described in the deed from the Veteran's Land Board of the State of Texas to William A. Sammis, Jr., as recorded in Volume 168, Page 233, of the Deed Records of Brazos County, Texas;

All of the called 2.14 acre tract described in the deed from Raymond Piwonka to Clyde J. Porterfield, Sr., as recorded in Volume 389, Page 89, of the Deed Records of Brazos County, Texas;

All of the called 18.79 acre tract described in the deed from L. E. Minns, Jr., to Clyde J. Porterfield, Sr., as recorded in Volume 392, Page 628, of the Deed Records of Brazos County, Texas;

All of the called 2.595 acre tract described as a Save and Except Tract in the deed from Vernice V. Boriskie to Deborah Boriskie Floyd, as recorded in Volume 747, Page 629, of the Official Records of Brazos County, Texas, and

Part of the called 2.67 acre tract (right-of-way strip in Leonard Road) described in the Judgement from John M. Sramek, et al, to Brazos County, Texas, as recorded in Volume 173, Page 627, of the Deed Records of Brazos County, Texas;

and said 327.83 acre tract being more particularly described as follows:

BEGINNING at the cross-tie fence corner marking the west corner of the beforementioned 46.2 acre Second Tract, same being in the northwest line of the beforementioned Wooten Survey, A-59;

THENCE along the northwest line of the beforementioned 46.2 acre tract, adjacent to a fence, as follows:

N 43° 39' 55" E	371.45 feet to a 1/2" iron rod found at a 4" creosote post fence corner,
N 44° 47' 08" E	122.93 feet to a cross-tie fence angle point marking the south corner of the beforementioned 2.14 acre tract,

Bienski-Porterfield Unit Well No. 1
327.83 Acre Unit
Union Pacific Resources Company
T. J Wooten Survey, A-59
I. L. Jacques Survey, A-143
Brazos County, Texas
Continued - Page 2

THENCE along the lines of the beforementioned 2.14 acre tract, as follows:

N 24° 41′ 52" W 76.00 feet,
N 44° 47′ 55" E 996.27 feet to angle point corner, from which a 3/8" iron rod found at a fence corner bears N 54° 26′ 15" E 43.75 feet,
N 48° 22′ 23" E 361.14 feet to the north corner of the 2.14 acre tract, from which a 1/2" iron rod found at a fence corner bears S 49° 43′ 27" W 39.85 feet,
S 45° 12′ 52" E 48.35 feet to the east corner of the 2.14 acre tract in the northwest line of the beforementioned 18.79 acre tract;

THENCE N 44° 47′ 08" E along the northwest line of the beforementioned 18.79 acre tract, for a distance of 293.00 feet to the south corner of the 30 foot wide road strip to Brazos County described in Volume 254, Page 187, of the Deed Records of Brazos County, Texas;

THENCE N 44° 22′ 23" E along the common line between the beforementioned 30 foot road strip and the beforementioned 18.79 acre tract and northwest of a fence line, for a distance of 208.96 feet to the north corner of the 18.79 acre tract;

THENCE along the northeast line of the beforementioned 18.79 acre tract, as follows:

S 45° 11′ 42" E at a distance of 38.08 feet, pass a 3/4" angle iron at a cross-tie fence corner in the fenced southeast line of Linda Lane, continue on, adjacent to a fence, for a total distance of 948.17 feet to a 1/2" iron rod found at a cross-tie fence corner,
S 45° 37′ 31" E for a distance of 659.39 feet to the most northerly east corner of the 18.79 acre tract;

THENCE S 45° 15′ 39" W along the most northerly southeast line of the beforementioned 18.79 acre tract, adjacent to a fence, for a distance of 448.64 feet to a 1/2" iron rod found (bent) at a 6" creosote post fence corner marking the occupied interior ell corner of the 18.79 acre tract, same being in the northeast line of Higgs Drive;

THENCE S 45° 12′ 29" E along the occupied most southerly northeast line of the beforementioned 18.79 acre tract, at a distance of 435.14 feet, pass a 1/2"iron rod found at a 6" creosote post fence corner in the northwest line of Leonard Road, marking the most southerly east corner of the 18.79 acre tract, continue on, for a total distance of 474.58 feet to the center of the pavement of Leonard Road (county road);

Bienski-Porterfield Unit Well No. 1
327.83 Acre Unit
Union Pacific Resources Company
T. J Wooten Survey, A-59
I. L. Jacques Survey, A-143
Brazos County, Texas
Continued - Page 3

THENCE N 44° 47′ 32" E along the centerline of the pavement of Leonard Road, for a distance of 1703.77 feet to the centerline intersection with Jones Road, same being the north corner of the beforementioned 325.66 acre tract and same being the point at which Farm-to-Market Road No. 1688 ends and Leonard Road (county road) begins, from which a concrete right-of-way marker bears N 89° 47′ 57" E 57.55 feet, and another concrete right-of-way marker bears N 03° 33′ 08" W 51.60 feet;

THENCE S 46° 23′ 40" E along the average center of Jones Road and along the established northeast line of the beforementioned 325.66 acre tract, for a distance of 2257.76 feet to the east corner of the 325.66 acre tract where Jones Road turns to the southwest;

THENCE S 44° 42′ 02" W along the southeast line of the beforementioned 325.66 acre tract, along the northwestern margin of Jones Road, adjacent to and slightly southeast of the northwest right-of-way fence, for a distance of 1932.79 feet and corner, from which a 1/2" iron rod found bears S 44° 42′ 02" W 18.88 feet;

THENCE through the interior of the beforementioned 325.66 acre tract, as follows:

N 45° 17′ 58" W 500.00 feet,
S 44° 42′ 02" W 1209.82 feet,
S 17° 04′ 54" E 567.43 feet to the southeast line of the beforementioned 325.66 acre tract, from which a petrified rock found bears S 44° 45′ 09" W 650.14 feet;

THENCE S 44° 42′ 02" W along the southeast line of the beforementioned 325.66 acre tract, adjacent to a fence, for a distance of 1040.12 feet to the east corner of the 360.00 acre unit surrounding the Berger-Porterfield Unit Well No. 1;

THENCE N 45° 17′ 58" W entirely across the beforementioned 325.66 acre tract along the northeast line of the beforementioned 360.00 acre unit, for a distance of 2260.36 feet to the centerline pavement of Leonard Road;

THENCE N 44° 27′ 29" E along the centerline pavement of Leonard Road, for a distance of 657.17 feet;

THENCE along the southwesterly and north lines of the beforementioned 2.595 acre tract, adjacent to a fence, as follows:

N 44° 56′ 55" W at a distance of 39.94 feet, pass a 6" cedar post fence corner in the northwest line of Leonard Road, continue on, for a total distance of 873.22 feet to a 6" post fence corner,

Bienski-Porterfield Unit Well No. 1
327.83 Acre Unit
Union Pacific Resources Company
T. J Wooten Survey, A-59
I. L. Jacques Survey, A-143
Brazos County, Texas
Continued - Page 4

S 88° 42′ 39" W 365.86 feet to a fence post corner,
N 25° 36′ 13" W 162.19 feet to an 8" fence post corner,
N 67° 00′ 02" E 296.64 feet to a 6" post fence corner in the fenced southwest line of the beforementioned 46.2 acre Second Tract;

THENCE N 42° 32′ 52" W along the fenced southwest line of the beforementioned 46.2 acre Second Tract, for a distance of 902.93 feet to the **PLACE OF BEGINNING**, containing a total of 329.98 acres of land, more or less, **SAVE and EXCEPT** the following described 2.15 acre tract:

Save and Except Tract Description
2.15 Acre Tract
T. J. Wooten Survey, A-59
Brazos County, Texas

Field notes of a 2.15 acre tract or parcel of land, lying and being situated in the T. J. Wooten Survey, A-59, Brazos County, Texas, and being all of the called 2 acre tract (and 1/2 of the adjoining right-of-way of Leonard Road) described in the deed from Henry E. Herrmann, Jr., to Virginia Ann Herrmann, as recorded in Volume 354, Page 165, of the Deed Records of Brazos County, Texas, (see also Volume 271, Page 421) and said 2.15 acre tract being more particularly described as follows:

BEGINNING at the 5/8" iron rod found at an 8" creosote post fence corner marking the north corner of the beforementioned 2 acre tract, same being in the southwest line of Higgs Drive;

THENCE S 45° 39′ 45" E along the northeast line of the beforementioned 2 acre tract, for a distance of 261.80 feet to the most easterly east corner of the 2 acre tract, from which a 1/2" iron rod found in the northwest line of Leonard Road bears S 34° 52′ 20" E 53.79 feet;

THENCE S 44° 44′ 23" W along the most northerly southeast line of the beforementioned 2 acre tract, for a distance of 136.00 feet to the interior ell corner of the 2 acre tract;

THENCE S 45° 39′ 45" E along the most southerly northeast line of the beforementioned 2 acre tract, for a distance of 92.23 feet to the centerline pavement of Leonard Road;

THENCE S 44° 47′ 32" W along the centerline pavement of Leonard Road, for a distance of 164.98 feet;

11-23-92

Bienski-Porterfield Unit Well No. 1
327.83 Acre Unit
Union Pacific Resources Company
Save and Except Tract Description
2.15 Acre Tract
T. J. Wooten Survey, A-59
Brazos County, Texas
Continued - Page 5

THENCE N 45° 39' 45" W along the southwest line of the beforementioned 2 acre tract, for a distance of 351.17 feet to the west corner of the 2 acre tract, from which a nail found at the base of a 6" iron pipe fence corner bears N 45° 39' 45" W 0.35 feet;

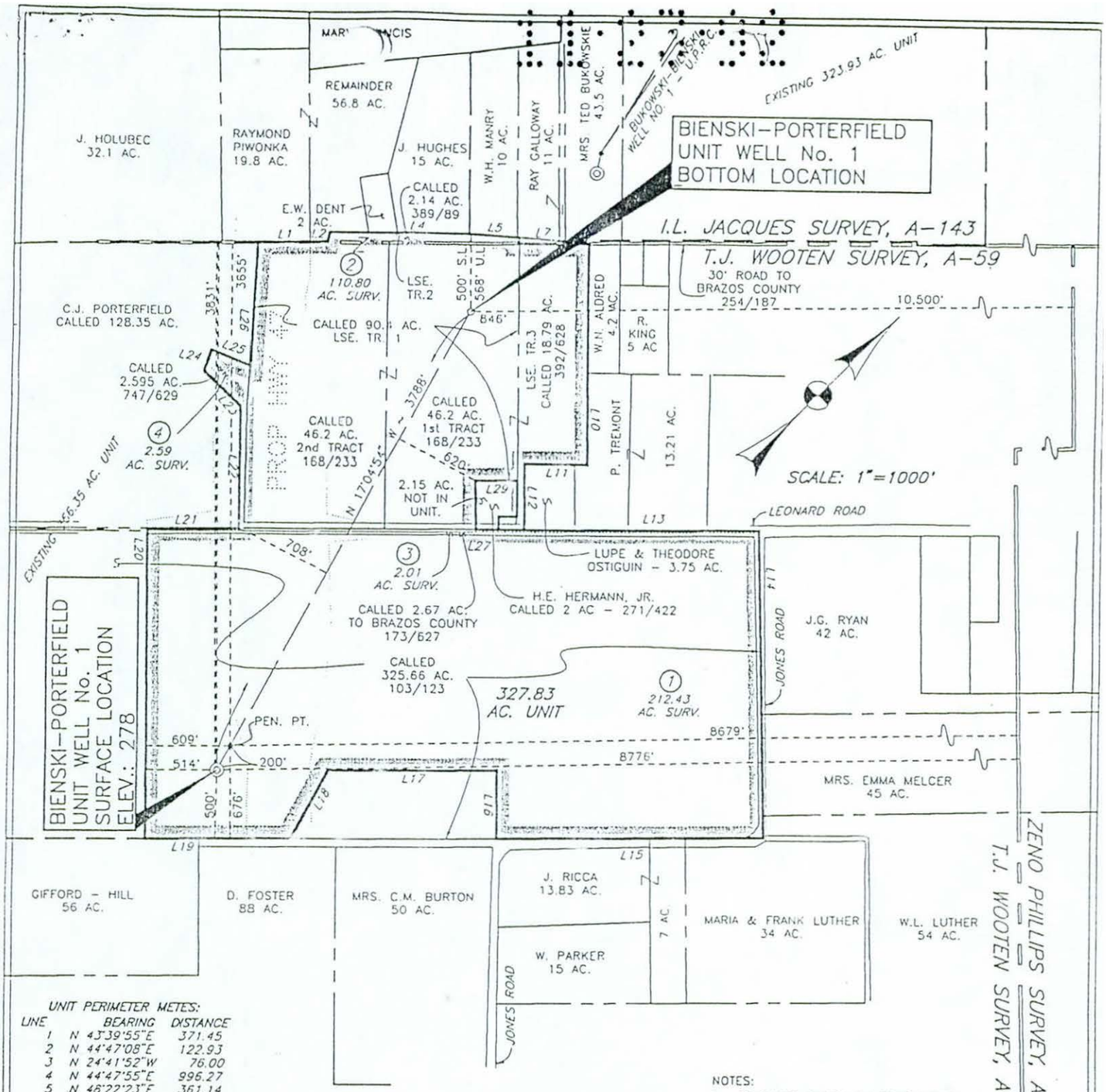
THENCE N 44° 13' 22" E along the northwest line of the beforementioned 2 acre tract, for a distance of 300.97 feet to the **PLACE OF BEGINNING**, containing 2.15 acres of land, more or less, leaving a net acreage for this unit of 327.83 acres, more or less.

Bearings Based on True North, as Obtained by Solar Observation.

Prepared September 8, 1992

kes-23a:\bienport.upr

LIMITED TO THE AUSTIN CHALK FORMATION as found between 8,280 feet and 8,560 feet in the Lone Star No. 2 Sramek Well located 10,895 feet from the northeast line and 2,967 feet from the northwest line of the T. Wooten Survey, A-59, Brazos County, Texas.



UNIT PERIMETER METES:

LINE	BEARING	DISTANCE
1	N 43°39'55"E	371.45
2	N 44°47'08"E	122.93
3	N 24°41'52"W	76.00
4	N 44°47'55"E	996.27
5	N 46°22'23"E	361.14
6	S 45°12'52"E	48.35
7	N 44°47'08"E	293.00
8	N 44°22'23"E	208.96
9	S 45°11'42"E	948.17
10	S 45°37'31"E	659.39
11	S 45°15'39"W	448.64
12	S 45°12'29"E	474.58
13	N 44°47'32"E	1703.77
14	S 46°23'40"E	2257.76
15	S 44°42'02"W	1932.79
16	N 45°17'58"W	500.00
17	S 44°42'02"W	1209.82
18	S 17°04'54"E	567.43
19	S 44°42'02"W	1040.12
20	N 45°17'58"W	2260.36
21	N 44°27'29"E	657.17
22	N 44°56'55"W	873.22
23	S 88°42'39"W	365.86
24	N 25°36'13"W	162.19
25	N 67°00'02"E	296.64
26	N 42°32'52"W	902.93
27	S 44°47'32"W	164.98
28	N 45°39'45"W	351.17
29	N 44°13'22"E	300.97
30	S 45°39'45"E	261.80
31	S 44°44'23"W	136.00
32	S 45°39'45"E	92.23

NOTES:
1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED S 36° W- 5.3 MI. FROM BRYAN.
3. INDICATES LIMITS OF UNIT
4. LEGEND: U.P.R.C. = UNION PACIFIC RESOURCES
   S. L. = SURVEY LINE
   U. L. = UNIT LINE

EXHIBIT "C"

Attached to and made a part of that certain "Designation of Unit - Bienski-Porterfield Unit Well No. 1" dated September 17, 1992.

BIENSKI-PORTERFIELD UNIT WELL NO. 1			
TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
(1)	212.43	DOROTHY S. BIENSKI, etvir	1244/846
(2)	110.80	CLYDE J. PORTERFIELD, etux	1038/662
(3)	2.01	LEONARD ROAD - ADDNL' R.O.W.	
(4)	2.59	VERNICE V. BORISKIE	1372/21
327.83 TOTAL ACRES IN UNIT			

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

WELL LOCATION
BIENSKI-PORTERFIELD UNIT WELL NO. 1
UNION PACIFIC RESOURCES COMPANY
T.J. WOOTEN SURVEY, A-59
I.L. JACQUES SURVEY, A-143
BRAZOS COUNTY, TEXAS

SURVEYED: MARCH, 1992

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

SCALE: 1" = 1000' AUGUST, 1992

F:\DWG1\041\WOOTEN-N

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

11·23·92

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28

STATE OF TEXAS COUNTY OF BRAZOS

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Brazos County, Texas as stamped hereon by me.

OCT 5 1992

Mary Ann Sard

COUNTY CLERK, Brazos County Texas

Hotel for
F. R. Ritchey

File No. MF-94861
Designation of pooled Unit
Date Filed: 12/22/92
Jerry E. Patterson, Commissioner
By

#13
Designation of Pooled Unit
M-94681
12-22-92

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

DATE: 06/18/93

DIVISION ORDER

ME

M-94861

PROPERTY NUMBER: 007434 PRODUCT(S): CRUDE OIL
B

PROPERTY NAME: BIENSKI-PORTERFIELD #1 (GAS) COUNTY/PARISH: BRAZOS

OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS

LEGAL DESCRIPTION: 327.83 ACRES OUT OF T.J. WOOTEN SURVEY, A-59, AND I.L. JACQUES SURVEY, A-143. (SEE 007534 FOR OIL.)

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 OCTOBER 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	0.001226
2294257 01	001	JOE P. WHITE JR.	RI	0.001818
2294269 01	001	DOROTHY S. BIENSKI AND LEON L. BIENSKI	RI	0.129598
2294271 01	001	CLYDE J. PORTERFIELD AND IRENE H. PORTERFIELD	RI	0.040884
2294283 01	001	W.E. MARSHALL AND BLANCHE O. MARSHALL	RI	0.003936

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.

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2294295 01	001	GERALDINE VAN DYKE CRANFORD AND ORAN A. CRANFORD	RI	0.001968
2294302 01	001	FLORENCE H. VAN DYKE BELL AND J. FREDRIC BELL	RI	0.001968
2294314 01	001	MICHAEL R. MARSHALL	RI	0.000984
2294326 01	001	LOUISE MARSHALL ROLLO	RI	0.000984
2294338 01	001	GEORGE H. MARSHALL	RI	0.000984
2294340 01	001	GWENDOLYN MARSHALL	RI	0.000328
2294352 01	001	LOUIS DANIEL MARSHALL	RI	0.000328
2294364 01	001	KEVIN WADE MARSHALL	RI	0.000328
2294376 01	001	ANTON KRZESIENSKI	RI	0.000067
2294388 01	001	CHARLES KRZESIENSKI	RI	0.000067
2294390 01	001	LOUIS KRZESIENSKI	RI	0.000067
2294407 01	001	MARY KRZESIENSKI WISNOSKI	RI	0.000067
2294419 01	001	AMELIA KRZESIENSKI BIALAS	RI	0.000067
2294421 01	001	AGNES KRZESIENSKI HILTON	RI	0.000067
2294433 01	001	ANN KRZESIENSKI FRANK	RI	0.000067
2294445 01	001	LOU ANN KRZENSKI	RI	0.000067
2294457 01	001	FRANK C. FEHR SR.	RI	0.000067
2294469 01	001	KENNETH W. KENNEDY AND IMOGENE KENNEDY	RI	0.000382
2294471 01	001	HOWARD PORTERFIELD AND LINDA D. PORTERFIELD	RI	0.000830
2294483 01	001	G.R. MILLER AND MAGGIE MILLER	RI	0.000171
2294495 01	001	VERNICE V. BORISKIE	RI	0.001580
1536001 01	001	UNION PACIFIC RESOURCES CO.	WI	0.466900

INTEREST TYPE LEGEND:
WI - WORKING INTEREST OR - OVERRIDING ROYALTY RI - ROYALTY INTEREST
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UNION PACIFIC RESOURCES COMPANY

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

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Union Pacific Resources
A Subsidiary of Union Pacific Corporation

PROPERTY NUMBER 007434

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
1536001 01	002	UNION PACIFIC RESOURCES CO.	WI	0.073836
2239678 01	001	M.W. PETROLEUM CORP.	WI	0.270364

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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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.

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INSTRUCTIONS FOR EXECUTION OF DIVISION ORDERS

1. Sign your name as it is shown on the Division Order. Also, type or print your name legibly under your signature.

2. a) Division Orders for corporations must be executed by an authorized officer, attested by the secretary or assistant secretary, and the corporate seal affixed thereto.

   b) Division Orders for individuals should be witnessed by two (2) disinterested third parties in the spaces provided.

   c) If the Division Order is signed by an agent, attorney-in-fact, guardian, or any party other than the named interest owner, please furnish evidence of the rights vested in the signatory party.

3. Federal regulations require that we report payments of this nature to the Internal Revenue Service. Be certain to clearly indicate your social security or tax identification number by your signature.

4. Be sure that your correct mailing address, including your zip code, is shown.

5. Return one copy to this office in the envelope provided. Retain the second copy for your files.

Barbara Rosen
Senior Division Order Analyst
(713) 296-6593

MW PETROLEUM CORPORATION
2000 Post Oak
Suite 100
Houston, Texas 77056-4400

RECEIVED
JUL - 7 1993
ENERGY RESOURCES

MW PETROLEUM CORP.
2000 POST OAK BLVD.
SUITE 100
HOUSTON, TX 77056-4400

Form **W-9**
(Rev. December 1987)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give this form to the requester. Do NOT send to IRS.

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. **See instructions if your name has changed.**)

Address

City, state, and ZIP code

List account number(s) here (optional) ▶

Part I Taxpayer Identification Number

Enter your taxpayer identification number in the appropriate box. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. If you do not have a number, see *How To Obtain a TIN*, below.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
| | | | - | | - | | | | |

OR

Employer identification number
| | | - | | | | | | | |

Part II For Payees Exempt From Backup Withholding (See Instructions)

Requester's name and address (optional)

Certification.—Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**

(2) I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

Certification Instructions.—You must cross out item (2) above if you have been notified by IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (Also see *Signing the Certification* under *Specific Instructions*, later.)

Please Sign Here Signature ▶ Date ▶

Instructions

(Section references are to the Internal Revenue Code.)

Purpose of Form.—A person who is required to file an information return with IRS must obtain your correct taxpayer identification number (TIN) to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an individual retirement arrangement (IRA). Use Form W-9 to furnish your correct TIN to the requester (the person asking you to furnish your TIN), and, when applicable, (1) to certify that the TIN you are furnishing is correct, (2) to certify that you are not subject to backup withholding, and (3) to claim exemption from backup withholding if you are an exempt payee. Furnishing your correct TIN and making the appropriate certifications will prevent certain payments from being subject to the 20% backup withholding.

Note: *If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form.*

How To Obtain a TIN.—If you do not have a TIN, you should apply for one immediately. To apply for the number, obtain **Form SS-5,** Application for a Social Security Number Card (for individuals), or **Form SS-4,** Application for Employer Identification Number (for businesses and all other entities), at your local office of the Social Security Administration or the Internal Revenue Service. Complete and file the appropriate form according to its instructions.

To complete Form W-9 if you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. For payments that could be subject to backup withholding, you will then have 60 days to obtain a TIN and furnish it to the requester. During the 60-day period, the payments you receive will not be subject to the 20% backup withholding, unless you make a withdrawal. However, if the requester does not receive your TIN from you within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN to the requester.

Note: *Writing "Applied For" on the form means that you have already applied for a TIN* ***OR*** *that you intend to apply for one in the near future.*

As soon as you receive your TIN, complete another Form W-9, include your new TIN, sign and date the form, and give it to the requester.

What Is Backup Withholding?—Persons making certain payments to you are required to withhold and pay to IRS 20% of such payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee compensation, and certain payments from fishing boat operators, but do not include real estate transactions.

If you give the requester your correct TIN, make the appropriate certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

(1) You do not furnish your TIN to the requester, or

(2) IRS notifies the requester that you furnished an incorrect TIN, or

(3) You are notified by IRS that you are subject to backup withholding because you failed to report all your interest and dividends on your tax return (for interest and dividend accounts only), or

(4) You fail to certify to the requester that you are not subject to backup withholding under (3) above (for interest and dividend accounts opened after 1983 only), or

(5) You fail to certify your TIN. This applies only to interest, dividend, broker, or barter exchange accounts opened after 1983, or broker accounts considered inactive in 1983.

For other payments, you are subject to backup withholding only if (1) or (2) above applies.

Certain payees and payments are exempt from backup withholding and information reporting. See *Payees and Payments Exempt From Backup Withholding*, below, and *Exempt Payees and Payments* under *Specific Instructions*, on page 2, if you are an exempt payee.

Payees and Payments Exempt From Backup Withholding.—The following lists payees that are exempt from backup withholding and information reporting. For interest and dividends, all listed payees are exempt except item (9). For broker transactions, payees listed in (1) through (13), and a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker are exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items (1) through (7), except that a corporation that provides medical and health care services or bills and collects payments for such services is not exempt from backup withholding or information reporting. Only payees described in items (2) through (6) are exempt from backup withholding for barter exchange transactions, patronage dividends, and payments by certain fishing boat operators.

(1) A corporation.

(2) An organization exempt from tax under section 501(a), or an individual retirement plan (IRA), or a custodial account under 403(b)(7).

(3) The United States or any agency or instrumentality thereof.

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(4) A state, the District of Columbia, a possession of the United States, or any political subdivision or instrumentality thereof.

(5) A foreign government or a political subdivision, agency or instrumentality thereof.

(6) An international organization or any agency or instrumentality thereof.

(7) A foreign central bank of issue.

(8) A dealer in securities or commodities required to register in the U.S. or a possession of the U.S.

(9) A futures commission merchant registered with the Commodity Futures Trading Commission.

(10) A real estate investment trust.

(11) An entity registered at all times during the tax year under the Investment Company Act of 1940.

(12) A common trust fund operated by a bank under section 584(a).

(13) A financial institution.

(14) A middleman known in the investment community as a nominee or listed in the most recent publication of the American Society of Corporate Secretaries, Inc., Nominee List.

(15) A trust exempt from tax under section 664 or described in section 4947.

Payments of **dividends** and **patronage dividends** generally not subject to backup withholding also include the following:

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the U.S. and that have at least one nonresident partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.

Payments of **interest** generally not subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. **Note:** *You may be subject to backup withholding if this interest is $600 or more and is paid in the course of the payer's trade or business and you have not provided your correct TIN to the payer.*
- Payments of tax-exempt interest (including exempt-interest dividends under section 852).
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.
- Mortgage interest paid by you.

Payments that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041A(a), 6042, 6044, 6045, 6049, 6050A, and 6050N, and the regulations under such sections.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Failure To Include Certain Items on Your Tax Return.—If you fail to properly include on your tax return certain items reported to IRS, such failure will be treated as being due to negligence, and you will be subject to a penalty of 5% on any part of an underpayment of tax attributable to that failure unless there is clear and convincing evidence to the contrary.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no imposition of backup withholding, you are subject to a penalty of $500.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Specific Instructions

Name.—If you are an individual, generally provide the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, you may enter your first name and both the last name shown on your social security card and your new last name.

Signing the Certification.—

(1) Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts That Were Considered Active During 1983.—You are not required to sign the certification; however, you may do so. You are required to provide your correct TIN.

(2) Interest, Dividend, Broker and Barter Exchange Accounts Opened After 1983 and Broker Accounts That Were Considered Inactive During 1983.—You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item (2) in the certification before signing the form.

(3) Real Estate Transactions.—You must sign the certification. You may cross out item (2) of the certification if you wish.

(4) Other Payments.—You are required to furnish your correct TIN, but you are not required to sign the certification unless you have been notified of an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

(5) Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, or IRA Contributions.—You are required to furnish your correct TIN, but you are not required to sign the certification.

(6) Exempt Payees and Payments.—If you are exempt from backup withholding, you should complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "EXEMPT" in the block in Part II, cross out item (2) of the certification, sign and date the form. If you are a nonresident alien or foreign entity not subject to backup withholding, give the requester a completed **Form W-8,** Certificate of Foreign Status.

(7) TIN "Applied For."—Follow the instructions under *How To Obtain a TIN*, earlier, sign and date this form.

Signature.—For a joint account, only the person whose TIN is shown in Part I should sign the form.

Privacy Act Notice.—Section 6109 requires you to furnish your correct taxpayer identification number (TIN) to persons who must file information returns with IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an individual retirement arrangement (IRA). IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 20% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give the name and SOCIAL SECURITY number of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship	The owner[3]

For this type of account:	Give the name and EMPLOYER IDENTIFICATION number of:
6. A valid trust, estate, or pension trust	Legal entity (Do not furnish the identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)[4]
7. Corporate	The corporation
8. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
9. Partnership	The partnership
10. A broker or registered nominee	The broker or nominee
11. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish.

[2] Circle the minor's name and furnish the minor's social security number.

[3] Show the name of the owner.

[4] List first and circle the name of the legal trust, estate, or pension trust.

Note: *If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.*

Published by Tax Management Inc., a Subsidiary of The Bureau of National Affairs, Inc.

MW

Division Order

TO: MW Petroleum Corporation ("Company")
One Post Oak Central
2000 Post Oak Boulevard
Houston, Texas 77056-4400

DATE: June 30, 1993
EFFECTIVE DATE: November 1, 1992
DIVISION ORDER NO.: 1000124-01

Each of the undersigned ("Owner") hereby certifies and guarantees that he is the legal Owner, and hereby warrants title to, his respective interest, as set out herein, in the oil (which term includes all liquid hydrocarbons) and in the proceeds realized from the sale of gas (which term includes all casinghead and other gaseous hydrocarbons) produced and saved or deemed to be produced and saved from the Lease, Unit and/or well (the "Property") described as:

Property: **BIENSKI-PORTERFIELD UNIT #1**

Description: **BRAZOS COUNTY, TEXAS**

SEE ATTACHED EXHIBIT "A"

NOTE: INTEREST WILL BE SUSPENDED UNTIL RECEIPT OF:

From the effective date stated above, and until further notice, Company is hereby authorized and directed to purchase and receive oil and to give credit for proceeds realized from the sale of gas produced from the above Property to each Owner signing this Division Order in the respective proportions set forth herein. Each Owner signing this Division Order in the space provided below agrees to be bound by the provisions which follow.

WITNESS/ATTEST:	OWNER SIGNATURE:	SOCIAL SECURITY OR TAX I.D. NUMBER:
_____	BY: _____	_____
_____	TITLE: _____	ADDRESS: _____
		_____
_____	BY: _____	_____
_____	TITLE: _____	ADDRESS: _____
		_____

THIS COPY FOR YOUR FILE

In consideration of the distribution of the proceeds from the production covered by this Division Order, the agreements provided herein, and other good consideration, the parties hereto agree as follows:

1. Purchase or Sale - Oil shall become the property of the purchaser thereof ("Purchaser"), designated by Company upon its actual delivery into any facility or pipeline, designated by Purchaser. Settlements to Owner for both oil and gas shall be based upon the net proceeds actually received at the wellhead by Company from Purchaser, less compression, gathering, transportation, treating, conditioning, marketing and other post-production costs downstream of the wellhead, and further shall be net of any gross production, severance or other similar taxes on production or the proceeds thereof withheld by the Purchaser or paid or payable by Company. The Purchaser's measurements and grading of oil and gas received shall be controlling. Company does not warrant or represent the volumes which will be taken by the Purchaser designated by Company, or as to whether said Purchaser will consider the production merchantable, and in no event shall Company be liable to Owner for Purchaser's failure to take all or any portion of the production covered by this Division Order. Each Owner agrees that all oil and gas hereunder shall be produced and delivered in compliance with all applicable federal, state and local laws, orders, rules and regulations.

2. Payment - Settlement shall be made monthly by mailing or tendering to each Owner signing this Division Order an amount calculated according to their respective interest specified in Exhibit "A". Production for each month shall be paid on or before the last day of the second succeeding month by check or draft for the amount due sent to the address of each such Owner; provided, however, when an amount due is less than twenty-five dollars ($25), Company may withhold said amount until twenty-five dollars ($25) or more is due without any obligation to pay interest, thereon, except that payment will be made at least annually.

3. Title - Without impairing the warranty heretofore made, in the event of any dispute, defect or question concerning title to or ownership of any interest of the Owners in either production or proceeds thereof, Company is authorized to withhold, without interest and without liability for conversion, the proceeds of the sale of any production attributable to such disputed interest until such dispute, defect or question is resolved to Company's satisfaction, or until indemnity satisfactory to Company has been furnished. Owner agrees to notify Company in writing immediately upon the filing of any action or suit in any court affecting title to all or a portion of Owner's interest in the Property above described, the production therefrom or the proceeds from such production, stating the court in which such action is filed, the title of such action and such other particulars as Company may request.

4. Transfers of Title - Company is not responsible for determining if and when any change occurs in any interest set forth on Exhibit "A" including any change resulting from the expiration or vesting of a contingent or limited term interest, even if Company is aware of the existence of such interest. Company shall not be bound by any change of ownership of the production or proceeds thereof unless it is notified in writing thereof and is furnished with the original or recorded copy of the document by which such ownership is changed or otherwise evidencing such change and is furnished with transfer orders or division orders satisfactory to Company. Company may, without liability, continue payments as set forth in this Division Order until it is furnished such documents and transfer orders or division orders. Any assignee of the production shall take subject to the provisions of this Division Order. Any such change shall become effective as of 7:00 A.M. of the first day of the month following fifteen (15) days after Company's receipt of such satisfactory documents and orders.

5. 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 the formula or methodology used by the operators of the leases from which such commingled production is produced and Company shall be entitled to rely upon the data and allocations of such operators without liability to Owners.

6. Units - Should all or any part of the Property or the production obtained from any formation underlying the Property become a part of a unit, then, with respect to each Owner who is otherwise bound by the unit agreement or who has had its interest therein pooled or unitized by governmental order, the portion of unitized production deemed to have been produced from the Property or underlying formation by such agreement, order or amendments thereto or by law shall be controlling for all purposes as to the amount of production from the Property.

7. Offsets and Refunds - If Company determines that is has paid Owner for production covered by this Division Order amounts in excess of amounts permitted by law or, because of miscalculation or other unintentional cause, amounts in excess of that due under the terms of this Division Order or the applicable production purchase contract, Owner undertakes to refund said amounts, with interest if required by applicable law. Should any sums be due or owing to Company from an Owner for any reason, Company is authorized to withhold any amount payable to such Owner under this Division Order, and offset and apply such amounts to the sums due or owing Company. Company shall not be liable for interest upon or damages due to any such good faith offset and application which proves to be in error. If production from any well or wells covered under this Division Order is, in Company's sole discretion, subject to federal, state or other governmental authority's regulations or orders, Company is authorized to suspend part or all of the proceeds from the sale of production which appear in Company's sole discretion to be subject to refund, or as may be ordered by such federal, state or other governmental authority. In the event Company has already made payments to Owner for such production, Owner agrees to promptly repay all such refund amounts, including interest and other charges relating thereto or Company may, at its discretion, recoup such amounts, other charges and interest from other payments due hereunder to such Owner.

8. Execution - This Division Order may be executed in counterparts, and it shall become valid and binding upon all signatory parties, their heirs, representatives, successors or assigns, whether or not it is signed by all parties named herein. Any and all previously existing Division Orders relating to production from the above Property relative to Owner's interest referenced herein are hereby revoked and cancelled.

9. Indemnification - The undersigned hereby agrees to indemnify, hold harmless and defend the Company and all legal entities thereof, and Purchaser from and against any and all claims, damages, demands, actions, judgments and expenses of every nature and character, including refund orders of any court or governmental body having jurisdiction, which the Company and/or any legal entity thereof may sustain arising from the payment of the proceeds of production as set out in this Division Order in the proportions shown opposite of the named parties.

10. Conflicts and Severability - If any provision of this Division Order conflicts with any provision of applicable law and such law permits the parties to contract in a manner different than provided by such law, then Owner and Company expressly agree that, by this Division Order, they intend to contract for different terms. If the parties are not permitted to contract for terms different than those provided by law, then, to the extent, and only to the extent, of a conflict, the provisions of applicable law shall control, by all other provisions of this Division Order shall remain in full force and effect.

DIVISION ORDER EXHIBIT A
RQST-ID : BBR

WELL ZONE NBR : WZ50007
PROPERTY NAME : BIENSKI-PORTERFIELD UNIT #1 PRODUCT : OIL
PROPERTY NBR : 1000124-01 DECK CODE : M1

OWNER/	NAME/ADDRESS	DECIMAL	INT TYP	PAY STA
-	APACHE CORPORATION *** NO ADDRESS FOUND ***	0.27036640	TI	Y
0004390-01	STATE OF TEXAS COMMISSIONER OF THE GENERAL LAND OFFICE 1700 NORTH CONGRESS AVE AUSTIN TX 78701	0.00040867	RI	Y
0005090-01	BALANCING *** NO ADDRESS *** **********	0.66666700	WI	Y
0102566-02	DOROTHY MARIE SRAMEK BIENSKI AND LEON L BIENSKI P O BOX 43 PATTISON TX 77466	0.04319930	RI	Y
0105276-01	JOE P WHITE JR UNKNOWN TX	0.00060600	RI	Y
0105277-01	CLYDE J PORTERFIELD AND IRENE H PORTERFIELD 1200 BROOKHOLLOW BRYAN TX 77806	0.01362800	RI	Y
0105278-01	W E MARSHALL AND BLANCHE O MARSHALL HC 69 BOX 231 PROVENCAL LA 71468	0.00131200	RI	Y

EGL

DIVISION ORDER EXHIBIT A
RQST-ID : BBR

WELL ZONE NBR : WZ50007
PROPERTY NAME : BIENSKI-PORTERFIELD UNIT #1 PRODUCT : OIL
PROPERTY NBR : 1000124-01 DECK CODE : M1

OWNER/	NAME/ADDRESS	DECIMAL	INT TYP	PAY STA
0105279-01	GERALDINE VAN DYKE CRANFORD AND ORAN A CRANFORD ROUTE 1 BOX 370 POPLAR BLUFF MO 63901	0.00065600	RI	Y
0105280-01	FLORENCE H VAN DYKE BELL AND J FREDRIC BELL 111 SAN JACINTO LOCKHART TX 78644	0.00065600	RI	Y
0105281-01	MICHAEL R MARSHALL 315 HEIDRICH HOUSTON TX 77018	0.00032800	RI	Y
0105282-01	LOUISE MARSHALL ROLLO 315 HEIDRICH HOUSTON TX 77018	0.00032800	RI	Y
0105283-01	GWENDOLYN MARSHALL LIFE ESTATE REMAINDER TO LOUIS DANIEL MARSHALL AND KEVIN WADE MARHSALL 1118 MELROSE WACO TX 76710	0.00010933	RI	Y
0105284-01	GEORGE H MARSHALL 1306 RICHELIEU HOUSTON TX 77008	0.00032800	RI	Y
0105285-01	LOUIS DANIEL MARSHALL 1118 MELROSE WACO TX 76710	0.00010933	RI	Y

DIVISION ORDER MUST BE EXECUTED BY BOTH REMAINDERMEN INDICATING PAYMENT TO GWENDOLYN MARSHALL

ECL

DIVISION ORDER EXHIBIT A
RQST-ID : BBR

WELL ZONE NBR : WZ50007
PROPERTY NAME : BIENSKI-PORTERFIELD UNIT #1 PRODUCT : OIL
PROPERTY NBR : 1000124-01 DECK CODE : M1

OWNER/	NAME/ADDRESS	DECIMAL	INT TYP	PAY STA
0105286-01	KEVIN WADE MARSHALL 1118 MELROSE WACO TX 76710	0.00010933	RI	Y
0105287-01	ANTON KRZESIENSKI 1606 HUGE OAKS HOUSTON TX 77055	0.00002233	RI	Y
0105288-01	CHARLES KRZESIENSKI 1606 HUGE OAKS HOUSTON TX 77055	0.00002233	RI	Y
0105289-01	LOUIS KRZESIENSKI 1606 HUGE OAKS HOUSTON TX 77055	0.00002233	RI	Y
0105290-01	MARY KRZESIENSKI WISNOSKI 1606 HUGE OAKS HOUSTON TX 77055	0.00002233	RI	Y
0105291-01	AMELIA KRZESIENSKI BIALAS 1606 HUGE OAKS HOUSTON TX 77055	0.00002233	RI	Y
0105292-01	AGNES KRZESIENSKI HILTON 1606 HUGE OAKS HOUSTON TX 77055	0.00002233	RI	Y

DIVISION ORDER EXHIBIT A
RQST-ID : BBR

WELL ZONE NBR : WZ50007
PROPERTY NAME : BIENSKI-PORTERFIELD UNIT #1 PRODUCT : OIL
PROPERTY NBR : 1000124-01 DECK CODE : M1

OWNER/	NAME/ADDRESS	DECIMAL	INT TYP	PAY STA
0105293-01	ANN KRZESIENSKI FRANK 1606 HUGE OAKS HOUSTON TX 77055	0.00002233	RI	Y
0105294-01	LOU ANN KRZENSKI 1606 HUGE OAKS HOUSTON TX 77055	0.00002233	RI	Y
0105295-01	FRANK C FEHR SR 1606 HUGE OAKS HOUSTON TX 77055	0.00002233	RI	Y
0105296-01	KENNETH W KENNEDY AND IMOGENE KENNEDY P O BOX 1523 BRYAN TX 77806	0.00012733	RI	Y
0105297-01	HOWARD PORTERFIELD AND LINDA D PORTERFIELD 4109 WOODCREST BRYAN TX 77802	0.00027667	RI	Y
0105298-01	G R MILLER AND MAGGIE MILLER 4705 NORTH TEXAS AVE BRYAN TX 77803	0.00005700	RI	Y
0105299-01	VERNICE V BORISKIE ROUTE 4 BOX 412 BRYAN TX 77803	0.00052667	RI	Y

1.00000000

Texas General Land Office
Garry Mauro, Commissioner

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701-1495
(512) 463-5001

July 19, 1993

Division Order Department
MW Petroleum Corporation
2000 Post Oak Boulevard
Houston, TX 77056-4400

RE: Mineral File No. M-94861
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-94861

Division order

Date Filed: 7/19/93

Jerry E. Patterson, Commissioner

By

MF-94861
Division Order
7-19-93

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

DATE: 08/18/93

DIVISION ORDER

VGS

PROPERTY NUMBER: 007434 PRODUCT(S):GAS
F
PROPERTY NAME: BIENSKI-PORTERFIELD UNIT #1 COUNTY/PARISH: BRAZOS

OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS

LEGAL DESCRIPTION: 327.83 ACRES OUT OF T.J. WOOTEN SURVEY, A-59, AND I.L. JACQUES SURVEY, A-143.

STATE OF TEXAS 005772101001
% COMMISSION GEN. LAND OFFICE
1700 N CONGRESS AVENUE
STEPHEN F. AUSTIN BLDG. 200
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 JUNE 1993.

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	0.001226
2294257 01	002	JOE P. WHITE JR.	RI	0.001818
2294269 01	001	DOROTHY S. BIENSKI AND LEON L. BIENSKI	RI	0.129598
2294271 01	001	CLYDE J. PORTERFIELD AND IRENE H. PORTERFIELD	RI	0.040884
2294283 01	001	W.E. MARSHALL AND BLANCHE O. MARSHALL	RI	0.003936

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.

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2294295 01	001	GERALDINE VAN DYKE CRANFORD AND ORAN A. CRANFORD	RI	0.001968
2294302 01	001	FLORENCE H. VAN DYKE BELL AND J. FREDRIC BELL	RI	0.001968
2294314 01	001	MICHAEL R. MARSHALL	RI	0.000984
2294326 01	001	LOUISE MARSHALL ROLLO	RI	0.000984
2294338 01	001	GEORGE H. MARSHALL	RI	0.000984
2294340 01	001	GWENDOLYN MARSHALL	RI	0.000328
2294352 01	001	LOUIS DANIEL MARSHALL	RI	0.000328
2294364 01	001	KEVIN WADE MARSHALL	RI	0.000328
2294376 01	001	ANTON KRZESIENSKI	RI	0.000067
2294388 01	001	CHARLES KRZESIENSKI	RI	0.000067
2294390 01	001	LOUIS KRZESIENSKI	RI	0.000067
2294407 01	002	MARY KRZESIENSKI WISNOSKI	RI	0.000067
2294419 01	001	AMELIA KRZESIENSKI BIALAS	RI	0.000067
2294421 01	001	AGNES KRZESIENSKI HILTON	RI	0.000067
2294433 01	001	ANN KRZESIENSKI FRANK	RI	0.000067
2294445 01	001	LOU ANN KRZENSKI	RI	0.000067
2294457 01	001	FRANK C. FEHR SR.	RI	0.000067
2294469 01	001	KENNETH W. KENNEDY AND IMOGENE KENNEDY	RI	0.000382
2294471 01	001	HOWARD PORTERFIELD AND LINDA D. PORTERFIELD	RI	0.000830
2294483 01	001	G.R. MILLER AND MAGGIE MILLER	RI	0.000171
2294495 01	001	VERNICE V. BORISKIE	RI	0.001580
1536001 01	001	UNION PACIFIC RESOURCES CO.	WI	0.466900

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.

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
1536001 01	002	UNION PACIFIC RESOURCES CO.	WI	0.073836
2239678 01	001	M.W. PETROLEUM CORP.	WI	0.270364

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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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 30, 1993

Division Order Department
UNION PACIFIC RESOURCES
P.O. BOX 2993
FORT WORTH, TX 76113-2993

RE: Mineral File No. M-94861
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

MF 94861 (15)

Item Division Order

To

From

Date 8-30-93