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CODY ENERGY

F251ZZZ

COUNTY (CODE) : Brazos (21)
 SURVEY : McKinney A-33 & Curtis A-12
 BLOCK : C.R. 276 & 278
 TOWNSHIP : _____
 SECTION : _____
 PART : _____
 ACRES : 4.5
 DEPTH LIMITS : _____
 BASE FILE (S) : _____
 CONTROL NO. (S) : 56-029973

LESSEE : Ultramar Oil & Gas
 DATE : June 16, 1992
 PRIMARY TERM : 3 yr.
 BONUS : \$7,237.50
 ROYALTY : 1/4
 RENTALS : \$10.00 paid-up

Pass To:
 Legal _____
 Rental _____
 Min. A/c _____
 Min. Map _____



291222
 MF 095036

Highway Right of Way

- | | |
|-----------------------|--------------|
| 1. Lease | 6.16.92 |
| 2. Memo to SBB | 6.10.92 |
| 3. Ltr from Ultramar | 4.6.92 |
| 4. " | 6.3.92 |
| 5. Waiver | 5.27.92 |
| 6. Aff. of Fact | 5.29.92 |
| 7. Title Claim | 4.28.92 |
| 8. Plat | _____ |
| 9. Adjacent lease (2) | _____ |
| 10. Assignment | JUL 30 1997 |
| Scanned | lw 3.21.2016 |

The State of Texas



Austin, Texas

PAID-UP

OIL AND GAS LEASE NO. M-95036
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 Ultramar Oil & Gas Ltd., whose address is 16825 Northchase, Suite 1200, Houston, Texas 77060-6080, hereinafter called "Lessee". *1133 or 13748*

1. Lessor, in consideration of One Thousand Two Hundred Thirty Seven and 50/100 Dollars (\$1,237.50), 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:

4.5 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 4.5 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 June 16, 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 quarter (1\4) 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 quarter (1\4) 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 quarter (1\4) 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 quarter (1\4) 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 \$1,200.00. 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 \$2,400.00, 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

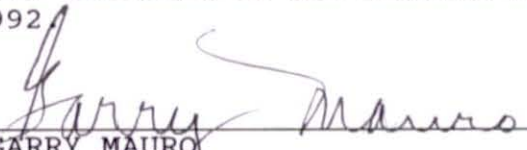
production; and

(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 June 16, 1992



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

Approved:
Energy: _____
Legal (Form): RH
Executive: mu

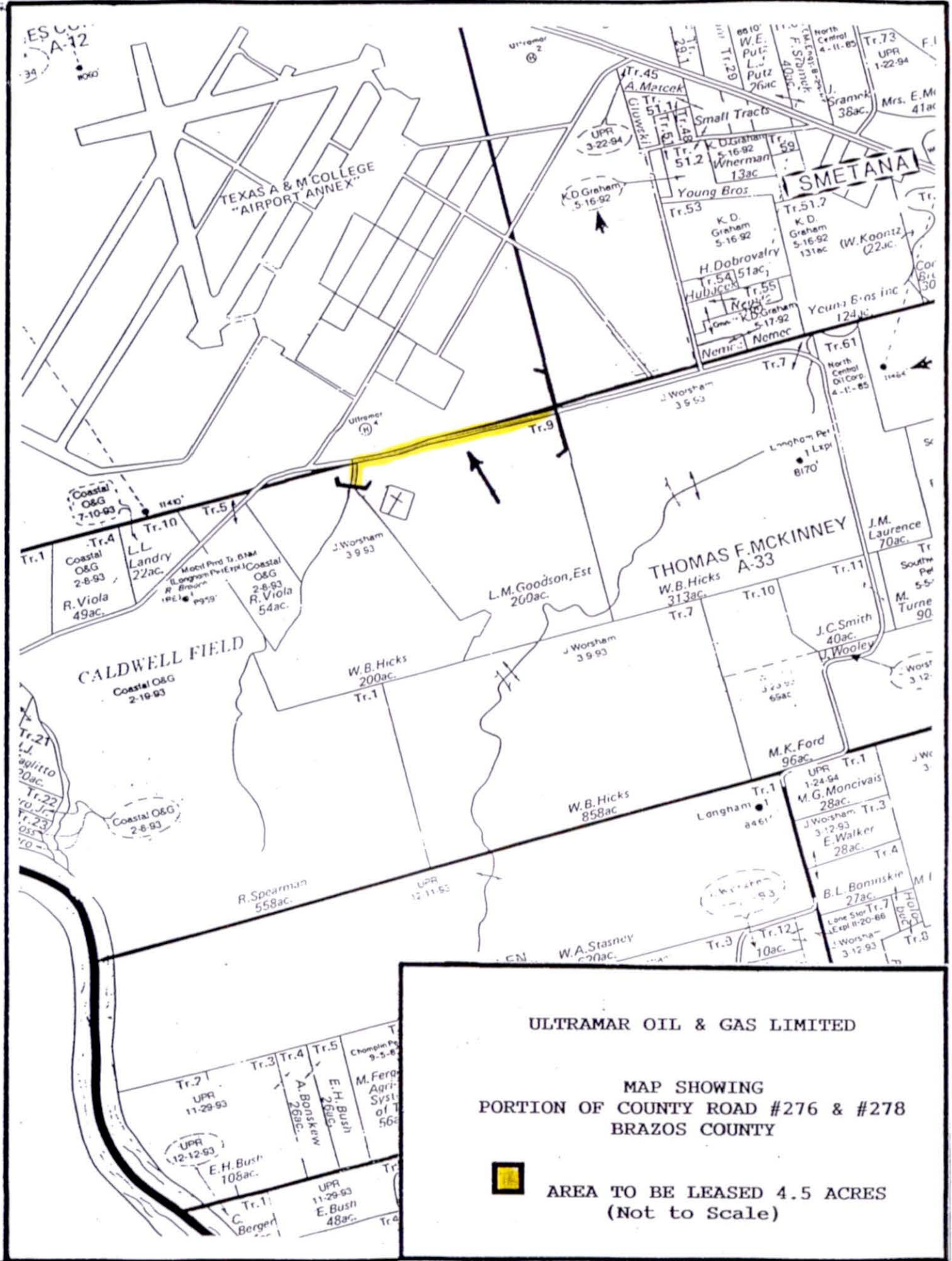


Texas General Land Office
Garry Mauro, Commissioner

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

Description for 4.5 acres of land in Brazos County, Texas

Being 4.5 acres of land located in the James Curtis, Jr. survey A-12 and the Thomas F. McKinney survey A-33, situated in Brazos County, Texas. More particularly described in a Deed dated January 27, 1913, recorded in vol. 35, page 555, from W.P. Goodson to J.T. Meloney, County Judge of Brazos County, Texas, for the purpose of a public roadway.



ES CO. A-12

TEXAS A & M COLLEGE "AIRPORT ANNEX"

CALDWELL FIELD

THOMAS F. MCKINNEY A-33

SMETANA

ULTRAMAR OIL & GAS LIMITED

MAP SHOWING PORTION OF COUNTY ROAD #276 & #278 BRAZOS COUNTY

AREA TO BE LEASED 4.5 ACRES (Not to Scale)



Tr. 1 Coastal O&G 2-8-93 R. Viola 49ac.

Tr. 4 L.L. Landry 22ac.

Tr. 5 Coastal O&G 7-10-93

Tr. 10 Coastal O&G 2-8-93 R. Viola 54ac.

J. Worsham 39.93

L.M. Goodson, Est 200ac.

W.B. Hicks 313ac.

J.M. Laurence 70ac.

Tr. 21 Coastal O&G 2-8-93

Tr. 22 Coastal O&G 2-8-93

R. Spearman 558ac.

W.B. Hicks 200ac.

W.B. Hicks 858ac.

M.K. Ford 96ac.

Tr. 1 UPR 1-24-94 M.G. Moncivais 28ac.

Tr. 3 J. Worsham 3-12-93 E. Walker 28ac.

Tr. 1 UPR 11-29-93

Tr. 1 UPR 12-12-93 E.H. Bush 108ac.

Tr. 1 UPR 11-29-93 E. Bush 48ac.

W.A. Stasney 20ac.

Tr. 3 UPR 3-12-93

Tr. 7 B.L. Boninskin 27ac.

Tr. 7 Lone Star Tr. 7 4-Expl 11-20-88

Tr. 3 J. Worsham 3-12-93

Tr. 53 K.D. Graham 5-16-92

Tr. 51.2 K.D. Graham 5-16-92 131ac.

Tr. 54 H. Dobrovalry 51ac.

Tr. 55 Nemi's 5-17-92

Tr. 51.7 K.D. Graham 5-16-92 131ac.

Tr. 59 Young Bros inc 124ac.

Tr. 61 North Central Oil Corp. 4-1-85

J. Worsham 35.53

Longham Per 1 Ltr 8170'

J.C. Smith 40ac.

J. Wooley

Worst 312'

Worst 312'

Worst 312'

Worst 312'

Worst 312'

Worst 312'

①

95036
Lense
Ultra mare oil
G60
6.16.92

RECEIVED AS STATED

Date 6.30.92

Reg No 55717

Bonus
Rental
1/2 fee

1237.50

90.00

18.56

GENERAL LAND OFFICE

M-95036

GENERAL LAND OFFICE

GARRY MAURO
COMMISSIONER

MEMORANDUM

Date
June 16, 1992

DATE: June 10, 1992

TO: School Land Board

FROM: Robert Hatter / Lease Administration

SUBJECT: Application To Lease Right-of-Way

APPLICANT: Ultramar Oil & Gas, Ltd.

REFERENCE: Being 4.5 acres of County Roads 276 and 278, more or less, situated in the James Curtis, Jr. Survey A-12 and the Thomas F. McKinney, in Brazos County, Texas

The following terms were provided for in adjacent leases:

	<u>High</u>	<u>Low</u>
Bonus/Acres:	\$275.00	\$250.00
Royalty:	1/4	22.5%
Delay Rental:	\$ 10.00	\$ 10.00
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:	\$275.00 per acre
Royalty:	1/4 royalty
Delay Rental:	\$ 10.00 per acre
Primary Term:	3 years

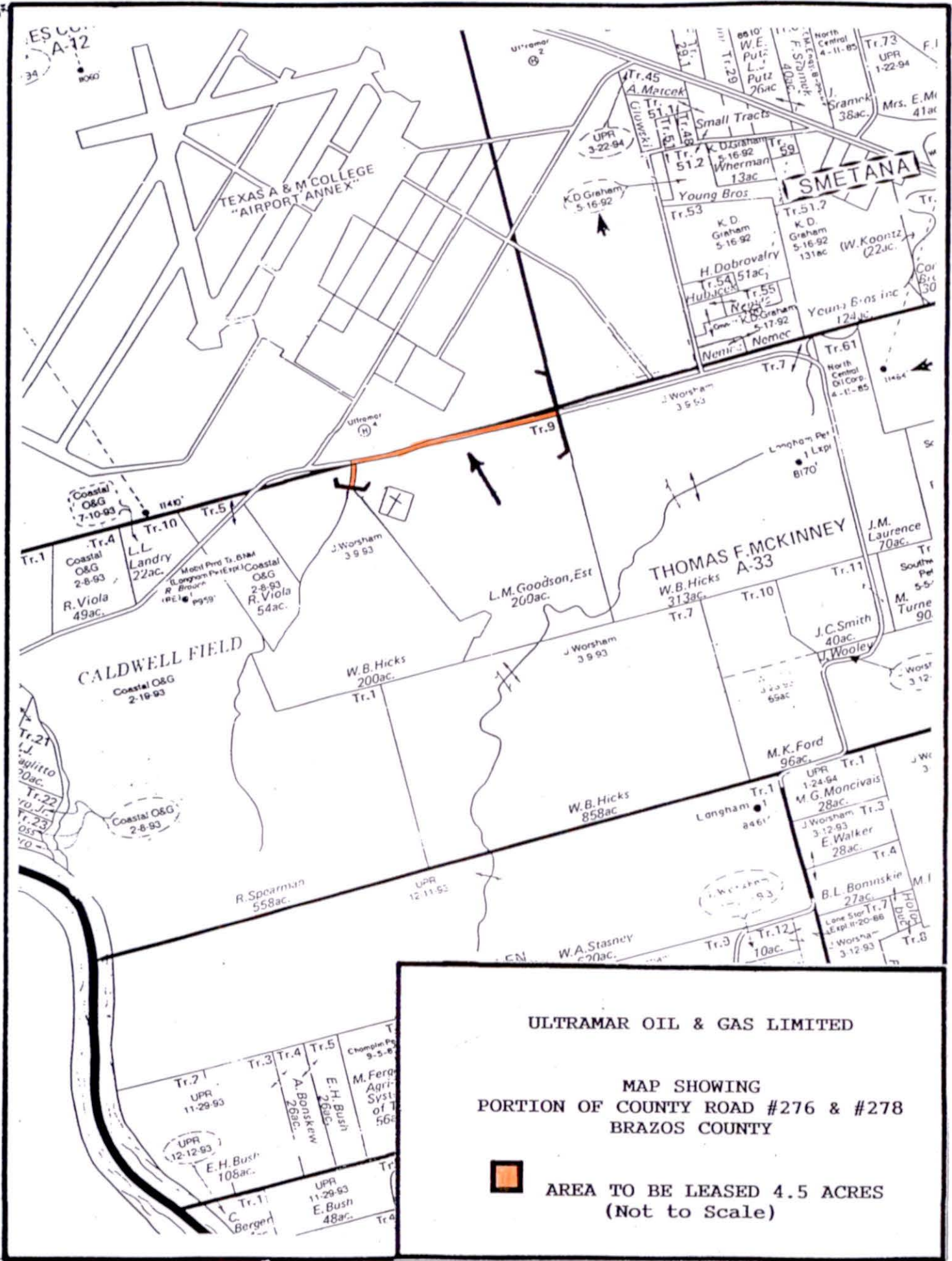
Ultramar Oil & Gas, Ltd. holds the mineral interest in the leases adjoining the above referenced right-of-way. Therefore, the applicant is entitled to a lease of the entire referenced 4.5 acres. The applicant has submitted a title opinion showing that the state owns the entire mineral estate in the right-of-way and has submitted all other pertinent information required by the School Land Board rules.

Bonus \$1,237.50
 Rental 90.00
 1/4 18.56
 Total: \$1,346.06
 Short on \$1200.00



Description for 4.5 acres of land in Brazos County, Texas

Being 4.5 acres of land located in the James Curtis, Jr. survey A-12 and the Thomas F. McKinney survey A-33, situated in Brazos County, Texas. More particularly described in a Deed dated January 27, 1913, recorded in vol. 35, page 555, from W.P. Goodson to J.T. Meloney, County Judge of Brazos County, Texas, for the purpose of a public roadway.



ULTRAMAR OIL & GAS LIMITED

**MAP SHOWING
PORTION OF COUNTY ROAD #276 & #278
BRAZOS COUNTY**



**AREA TO BE LEASED 4.5 ACRES
(Not to Scale)**

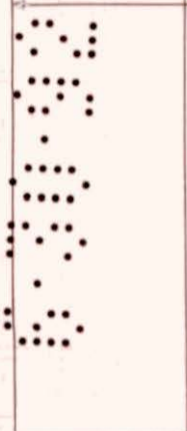

MF 95036
Item Memo
To SLB
From Cesse Adm.
Date 6.10.92

(5)

ULTRAMAR OIL AND GAS LIMITED

DETACH AND RETAIN THIS STATEMENT
 THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
 IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

170
and

INVOICE DATE	INVOICE NO.	DESCRIPTION	DISCOUNT	NET PAYABLE
		Bonus consideration for an Oil and Gas Lease covering 4.5 acres, being a portion of "Goodson Road" in Brazos County, TX.		*****\$1,346.06***** 92055717
VENDOR NUMBER		CHECK NUMBER	DATE	
		42364	06/25/92	TOTAL *****\$1,346.06*****



Randy H. Bartlett

Rt. 5 Box #30
Conroe, Tx 77304

#09-760-3547



April 6, 1992

Texas General Land Office
Lease Administration
1700 North Congress Ave.
Room 640
Austin, Texas 78701

Attn: Mr. Drew Reid

**Re: Request for Oil & Gas Lease
Brazos County, Texas**

Dear Mr. Reid:

170

In reference to our conversation, be advised that Ultramar Oil and Gas Limited requests an Oil and Gas Lease on those certain lands outlined on the attached plat being approximately 4.5 acres, more or less, out of the Thomas F. McKinney Survey, Abstract 33 and the James Curtis Jr. Survey, Abstract 12, being called Goodson Bend Road #276 and a part of the Old Goodson Road #278, Brazos County, Texas.

Be advised that Ultramar Oil and Gas Limited presently owns the adjacent leases on each side of said road. I have attached certified copies of each lease that is adjacent to said roadway. (2)

\$100.00

92038550

✓ The lease on said property is being requested for a horizontal well program.

Ultramar Oil and Gas Limited paid \$250.00 per acre for the Texas A & M University acreage and \$275.00 per acre for the Viola Goodson Spell acreage.

✓ Enclosed find a site draft in the amount of \$100.00 to cover the processing fee on the above referenced property.

If any additional information or assistance is needed in this matter, please advise.

202
m

Sincerely,

Randy H. Bartlett, CPL

Ultramar Oil & Gas Limited

3

MF 95036
Item CTR
To G10
From Ultramar
Date 4.6.92

4. 0.35



June 3, 1992

Randy H. Bartlett
Rt. 5 Box #30
Conroe, Tx 77304
409-760-3547



Texas General Land Office
Energy Resources
1700 North Congress Ave., Room 640
Austin, Texas 78701-1495

Attn: Mr. Drew Reid

**Re: Oil and Gas Lease Request
County Road #276 and #278
Brazos County, Texas**

Dear Mr. Reid:

Find enclosed herewith that certain Affidavit of Fact pertaining to the Bonus Consideration paid for leases adjacent to that portion of County Road #276 and #278.

Also enclosed herewith is an acreage plat which references the Texas A & M acreage in yellow and the Viola Goodson Spell, et al acreage in green. The roadway being requested is highlighted in pink.

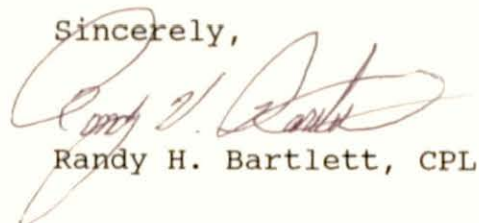
I have also enclosed certain pages which pertain to the roadway from that certain Title Opinion dated April 28, 1992 and rendered by Louis J. Davis and Associates, Attorneys at Law, Houston, Texas.

You indicated that the Waiver of Statutory Notice from Ultramar Oil and Gas Limited dated May 27, 1992 had been received.

It is our plan to begin conducting operations approximately the early part of July 1992.

Your prompt attention to this matter is greatly appreciated. If I can be of further assistance, please advise.

Sincerely,



Randy H. Bartlett, CPL

enclosures

DR\Txgen

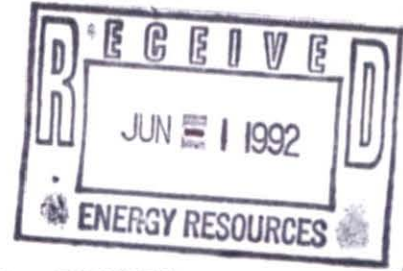
(4)

MF 95036
Item 6+2
To G10
From ultramax
Date 6.3.92

51532
GENERAL LAND OFFICE

Ultramar

Ultramar Oil & Gas Limited
16825 Northchase, Suite 1200
Houston, Texas 77060-6080



Phone: 713 874-0700
Telefax: 713 872-9617

May 27, 1992

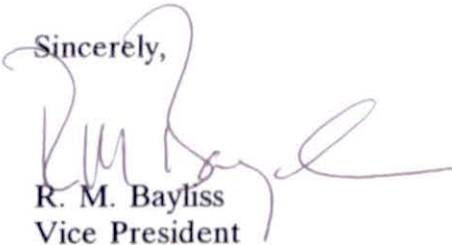
Mr. Drew Reid
Texas General Land Office
1700 North Congress, Rm. 640
Austin, TX 78701-1495

RE: Lease Request
Portion of Farm Road 276 and 278
Riverside Campus Prospect
Brazos County, Texas

Gentlemen:

Pursuant to the procedures for leasing highway right-of-way tracts, Ultramar Oil and Gas Limited hereby waives the statutory notice requirement as an adjacent owner of leases as pertains to our request to lease portions of Farm Road 276 and 278 in Brazos County, Texas.

Sincerely,


R. M. Bayliss
Vice President

RMB/pb



A Member of the Ultramar Group of Companies

5

MF 95036
Item Waiver
To G10
From Ultramar
Date 5-27-92

2.00.05

AFFIDAVIT OF FACT

THE STATE OF TEXAS}

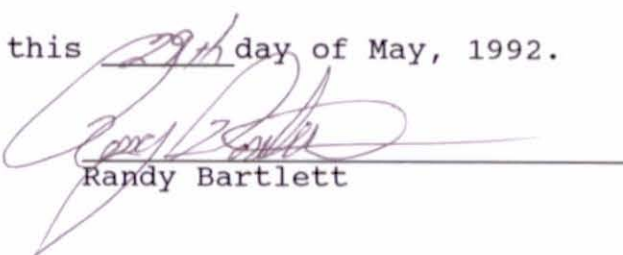
COUNTY OF MONTGOMERY}

Before Me, the undersigned, a Notary Public in and for said Montgomery County, State of Texas, on this day personally appeared Randy Bartlett, to me well known and who, after being by me duly sworn, deposes and says that:

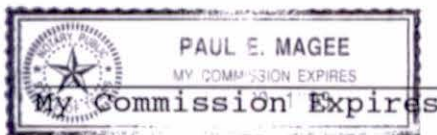
Affiant acting as a Lease Broker for Ultramar Oil and Gas Limited, paid as bonus consideration Two Hundred Seventy-five Dollars (\$275.00) per acre for the Viola Goodson Spell acreage located on the south side of those certain County Roads # 276 and # 278, being located in the James Curtis League, Abstract 12 and the Thomas McKinney Survey, Abstract 33, Brazos County Texas, and that he, acting as Lease Broker for Ultramar Oil and Gas Limited, also paid Texas A & M University Two Hundred Fifty-five Dollars (\$255.00) per acre bonus for the acreage on the north side of said county roads.

Further affiant sayeth not.

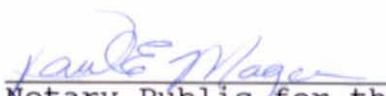
Subscribed and sworn to on this 29th day of May, 1992.


Randy Bartlett

Subscribed and sworn to before me this 29th day of May, 1992.



July 20, 1993


Notary Public for the County
Montgomery, State of Texas

6

MF 95036
Item App. of Fact
To GLO
From ULtramare
Date 5.29.92

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CHAIN OF TITLE COVERING TRACT EIGHT

2.

Through a series of mesne conveyances record title to 470 acres of land including all of the captioned land vested in Joshua L. Goodson as a result of a Warranty Deed dated May 14, 1873, recorded in Volume O, Page 83, Deed Records.

By Warranty Deed dated February 18, 1878, recorded in Volume S, Page 396, Deed Records, Joshua Goodson conveyed to W. C. Pitts 270 acres of land including TRACT EIGHT.

By Warranty Deed dated December 8, 1911, recorded in Volume 39, Page 354, Deed Records, Maggie Collett, formerly Maggie Pitts, and husband, C. E. Collett, Frances Pitts, a/k/a Fannie Pitts, a feme sole, Mary Martin, formerly Mary Pitts, and husband, C. C. Martin, and W. C. Pitts and wife, Irene R. Pitts, conveyed to B. Kaczier and Josef Gilber 185 acres including TRACT EIGHT. In said Deed, the grantors were recited to be the only children and sole heirs of W. C. Pitts and wife, M. L. Pitts, Deceased.

By Deed dated January 9, 1913, recorded in Volume 41, Page 124, Deed Records, B. Kaczier and Josef Gilber conveyed to W. P. Goodson 6.6 acres of land including TRACT EIGHT.

* By Deed dated January 27, 1913, recorded in Volume 35, Page 555, W. P. Goodson conveyed to J. T. Maloney, County Judge of Brazos County, Texas, a tract of land described by metes and bounds and recited to be 3/4 of an acre, more or less, out of the 6.6 acre tract conveyed to W. P. Goodson on January 9, 1913.

By Deed dated October 24, 1913, recorded in Volume 41, Page 316, W. P. Goodson (a/k/a Peter Goodson), a single man, conveyed to J. T. Maloney, County Judge of Brazos County and his successors in office, 1 acre of land to be used "solely for public school purposes" out of the 6.6 acre tract conveyed to W. P. Goodson by Deed dated January 9, 1913. The more recent chain of title to the captioned land does not reflect whether a public school has ever been located on said 1 acre tract; however, TRACT EIGHT has been continually reflected in the chain of title as being comprised of 6 acres. Subject to satisfaction of Requirement No. 1(b) above, no additional requirement is being made in regard to this matter.

The Materials Examined included an Affidavit dated August 7, 1944, recorded in Volume 116, Page 574, Deed Records, executed by Ms. O. L. Cook and Charles Merka concerning the heirship of W. P. Goodson and wife, Annie Laurie Goodson. Said Affidavit reflected that W. A. Goodson and wife, Annie L. Goodson, were married but one time and

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JUN - 5 1992
GENERAL LAND OFFICE

that being to each other. Annie Goodson died intestate in 1900 and W. P. Goodson died intestate in 1937 leaving as their only heir at law, their daughter, Bessie Goodson. Said Affidavit further reflected that Bessie Goodson married Whit Tobias.

★ By Deed dated December 6, 1946, recorded in Volume 128, Page 38, Deed Records, Whit Tobias and wife, Bess G. Tobias, conveyed to Dan Gildart Goodson 6 acres of land being TRACT EIGHT. Said tract of land was described as a 6.6 acre tract SAVE AND EXCEPT .6 of an acre conveyed out of said tract for highway purposes.

Throughout the chain of title to the captioned land, TRACT EIGHT has been described as 6 acres of land in the T. F. McKinney League being the same land conveyed to W. P. Goodson by B. Kaczier on January 9, 1913, by Deed recorded in Volume 41, Page 124, Deed Records. Said Deed dated January 9, 1913, described 6.6 acres of land but .6 acres out of said tract was conveyed for highway purposes. Based on the metes and bounds description of the tract of land described in the Deed dated January 27, 1913, recorded in Volume 35, Page 555, Deed Records, it is our opinion that said strip of land described as 3/4 of an acre in said Deed dated January 27, 1913, is the same tract of land described in the chain of title to TRACT EIGHT as .6 acres and as the tract conveyed out of said 6.6 acre tract for highway purposes.

The metes and bounds description of said strip of land reflects that same is a strip of land approximately 11 varas wide located along the northwestern and northeastern boundaries of TRACT EIGHT; however, the Title Runsheet does not purport to cover this strip of land and same is not covered by this Opinion or by any of the Subject Leases.

Requirement No. 2:

In the event said strip of land is important to your proposed operations, obtain, submit for examination, and record an Oil, Gas and Mineral Lease executed by the appropriate leasing authorities covering same. Based on the above information, the appropriate leasing authority appears to be the State of Texas.

3.

Randy get base that
given around 6 acres
tract!

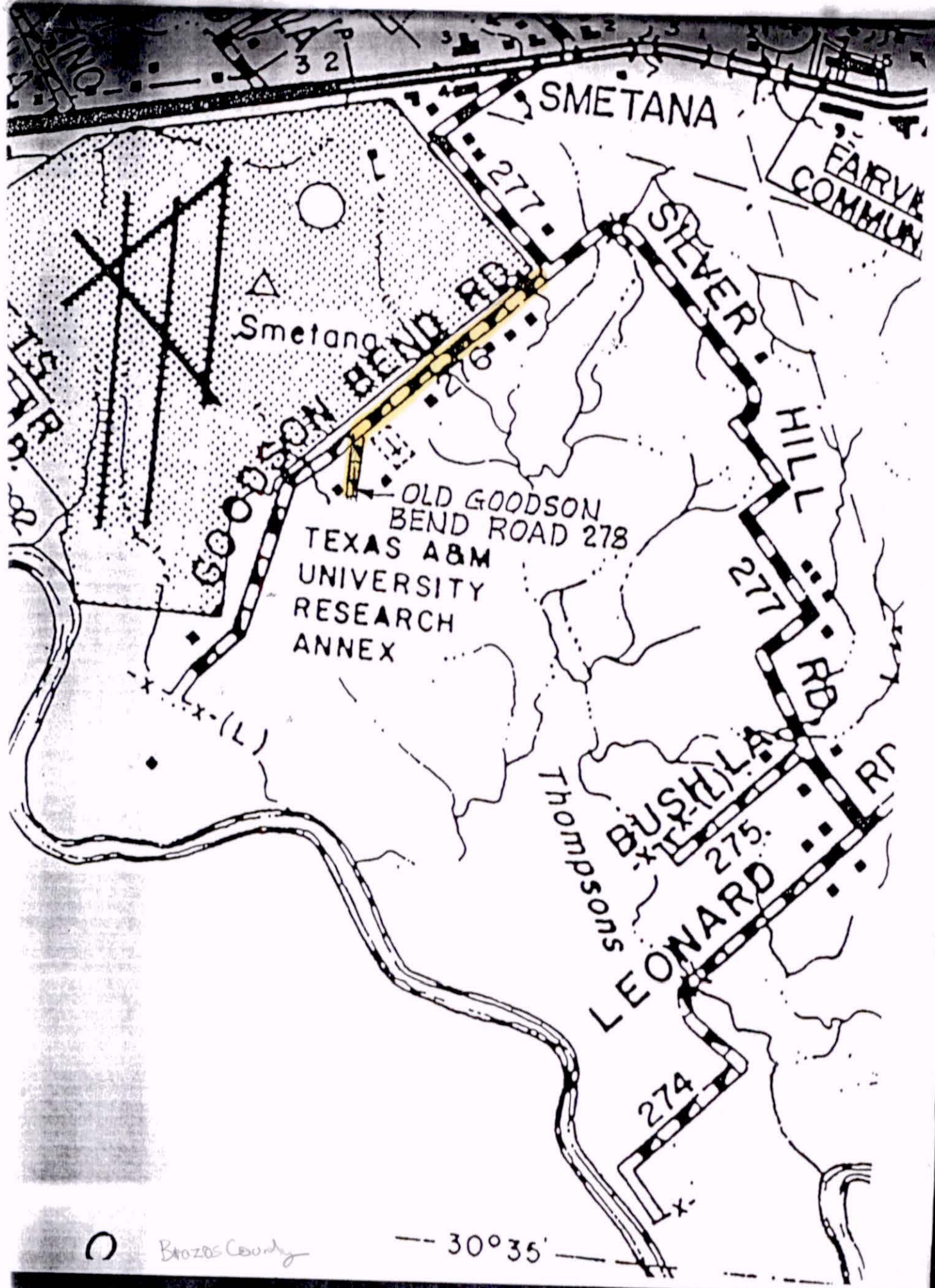
By Deed dated March 7, 1969, recorded in Volume 276, Page 685, Deed Records, Metta Weiss Goodson, surviving wife of Dan Gildart Goodson, conveyed to Frank E. (Jack) Goodson 6 acres of land being TRACT EIGHT.

Said Deed dated March 7, 1969, reflected that Dan Gildart Goodson died in Oregon on December 10, 1968, leaving a written will bequeathing his entire estate to Metta Weiss Goodson; however, said will was not probated as there was no necessity to probate same.

MF 95036
Item title chain
To G/O
From Ultramar
Date 4-28-92

⑦

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JUN - 5 1992
GENERAL LAND OFFICE



○ Brazos County

--- 30°35' ---

JUN - 5 1932

GENERAL LAND OFFICE



T.F. MCKINNEY
NO. 33

T.F. MCKINNEY
NO. 33

J. CURTIS JR.
NO. 12

J. CURTIS JR.
NO. 12

TEXAS A & COLLEGE
AIRPORT ANNEX

TEXAS A & COLLEGE
AIRPORT ANNEX

DAKES & FRANK SALERNO
NO. 11

PAT DOOLEY
NO. 10

FRANK ENRICA
NO. 9

MIKE FAZZINO
NO. 8

KATY FAZZINO
NO. 7

DON J. FAZZINO
NO. 6

1993.6 AC
TOTAL

1993.6 AC
TOTAL

FRANK ENRICA
NO. 5

FRANK ENRICA
NO. 4

FRANK ENRICA
NO. 3

FRANK ENRICA
NO. 2

FRANK ENRICA
NO. 1



MF 95036
Item Plat
To _____
From _____
Date _____

8

APR - 5 1992
GENERAL LAND OFFICE

OIL AND GAS LEASE

485111

FILED

LEASE AGREEMENT is made as of the 27th day of February, 1992, between

Iola Goodson Spell
t. 4, Box 486, Bryan, Texas
Ultramair Oil and Gas Limited, 16825 Northchase, Suite 1200, Houston, Texas 77060

Description. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and conveys the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):
25.71 acres, more or less, out of the Thomas F. McKinney Survey, Abstract #33, Brazos County, Texas, and described in that certain Affidavit of Heirship dated June 14, 1984, recorded in Volume 692, Page 81, Deed Records of Brazos County, Texas.

1. The county of Brazos, State of Texas, containing 25.71 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any rentals and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. Term of Lease. This lease shall be in force for a primary term of 9 months from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Rental Payment. If on or before the first anniversary date hereof operations for the drilling of a well for oil or gas or other substances covered hereby have not been commenced on the leased premises or lands pooled therewith, or if there is no production in paying quantities from the leased premises or lands pooled therewith, then subject to Paragraph 5 this lease shall terminate as to both parties unless Lessee on or before that date pays or tenders to Lessor or to Lessor's credit in

at _____
or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land, the sum of \$ _____ as rental covering the privilege of deferring the commencement of operations for the drilling of a well for a period of twelve months from said anniversary date. In like manner and upon like payments or tenders, the commencement of operations for the drilling of a well may be further deferred for one or more twelve-month periods during the primary term of this lease. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the rental due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept rental payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payments. If on or before any rental due date Lessee in good faith makes an erroneous rental payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper rental payment for the period involved and this lease shall continue in effect as though such rental payment had been properly made, provided that proper rental payment shall be made within 30 days after receipt by Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any rental at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 3 and such payment or tender shall bind all persons then or thereafter claiming any part of such rental.

4. Royalty Payment. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be 20% of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be 20% of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if drilling or other operations for the primary term or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated above, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by the payment of rental or by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following the end of the rental period or the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

5. Operations. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production, or, should the lease be within the primary term, if Lessee commences such further operations or pays rental on or before the next rental payment date (if any) next ensuing after the expiration of said 90-day period; provided that should completion of operations on the dry hole or cessation of all production occur during the last year of the primary term or less than 90 days before the last rental payment date, no rental payments or further operations shall be required to maintain this lease for the remainder of the primary term. If during or after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are in progress with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Pooling. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purposes of this paragraph, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent tubing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross wellbore length is the major component of the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a well spacing plan describing the unit and stating the purpose of pooling. Production, drilling or reworking operations on the leased premises or lands pooled therewith shall be conducted in a unit which includes all or any part of the leased premises which are included in the unit, and that production of the total unit production which the not excluded by this lease shall be shared in the unit by the total gross acreage in the unit, but only to the extent such proportion of unit production is produced in the unit. Pooling in operation shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise a well spacing plan under by revision or correction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by any governmental authority having jurisdiction, or to conform to any production spacing or density pattern prescribed or permitted by any governmental authority having jurisdiction. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the purpose of the revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the production of such portion on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a well or wells on the leased premises or lands pooled therewith, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. **Lessor Interest.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of rentals, royalties and shut-in royalties hereunder shall be reduced as follows: (a) rentals shall be reduced to the proportion that Lessor's interest in the entire leased premises bears to the full mineral estate in the entire leased premises, calculated on a net acreage basis; and (b) royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to rentals or shut-in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to rentals or shut-in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender rentals and shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. **Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction on including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. **Breach or Default.** No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. This Paragraph 12 shall not apply to erroneous payment of rental.

13. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. See Exhibit "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

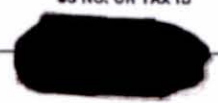
WITNESSES AND/OR ATTESTATIONS:

LESSOR (WHETHER ONE OR MORE)

SS NO. OR TAX ID

Anne M. Cohen
Wendy Bluestad

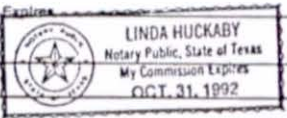
Viola Goodson Spell
Viola Goodson Spell



ACKNOWLEDGEMENTS

STATE OF TEXAS } S.S. INDIVIDUAL
County of BRAZOS (For use in all states)
On this 27th day of February, 1992, before me, the undersigned Notary Public in and for said county and state, personally appeared Viola Goodson Spell
known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires _____
STATE OF _____ } S.S. INDIVIDUAL
County of _____ (For use in all states)
On this _____ day of _____, 19____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____
known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.



Linda Huckaby
Notary Public

My Commission Expires _____ Notary Public
RECORDING INFORMATION
STATE OF _____ } S.S.
County of _____
Instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded
Page _____ of the _____ records of this office.
By _____

VOL 1448 PAGE 49

EXHIBIT "A"

Attached to and made a part of an oil, gas and mineral lease dated February 27, 1992 from VIOLA GOODSON SPELL to ULTRAMAR OIL & GAS LIMITED.

15. It is understood and agreed that wherever the fraction "one-eighth" (1/8th) appears in Paragraph 4 of this lease, 22.5% shall be substituted therefore.

16. Notwithstanding anything contained herein to the contrary, it is expressly agreed and understood that in the event Lessee elects to pool or unitize any of the leased premises, then all of the leased premises will be included in such pool or unit.

17. Lessee shall commence payment of any and all royalties on the production of oil and/or gas that are owed to Lessor within 90 days after said royalties become due and payable and if Lessee does not commence making said royalty payments within said 90 day period and continue such monthly payments thereafter, then in that even, Lessee shall pay interest on said unpaid royalties at a per annum rate of three percent (3%) above the prime interest rate as established by First National Bank of Bryan. As to each well drilled hereunder, royalty payments shall not become due and payable until Lessor shall have returned to Lessee a duly executed Division Order directing payment of such royalties.

18. Notwithstanding anything to the contrary, this lease shall cover only oil, gas and substances actually produced in association with oil and/or gas from oil and/or gas wells drilled and producing under and pursuant to this lease on the leased premises or on lands pooled therewith; no other minerals or substances shall be covered hereby.

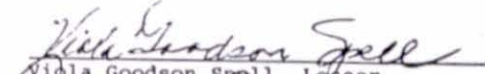
19. It is expressly agreed and understood that Lessee will not conduct any operations on the surface of the leased premises without written consent of Lessor; but Lessee shall have the right to prospect, drill, mine and produce said minerals from said land by operations which it may conduct on adjoining or nearby lands through the drilling, operating and maintaining of horizontal wells through and under the leased premises, or by operations which it may conduct upon lands with which the hereby leased premises may be pooled or unitized. To this end, Lessor hereby grants to Lessee a subsurface easement for all purposes associated with such horizontal operations.

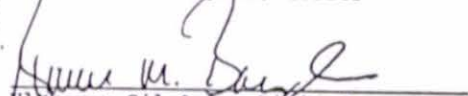
20. Neither Lessees herein, nor their heirs, successors, or assigns shall have any right of ingress or egress in or on the property hereby leased, or any right to the use of any part of the surface of said land for exploration for, or development, production, or handling of any such oil and gas except to the extent necessary for the creation and formation of a pool or unit


in accordance with the applicable regulations of the Texas Railroad Commission of the State of Texas.

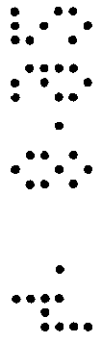
21. Upon the expiration of one (1) year after the primary term, this lease shall terminate as to all lands covered hereby, as to all depths below 250 feet beneath the deepest depth drilled.

SIGNED FOR IDENTIFICATION
APPROVAL AND ACCEPTANCE:


Viola Goodson Spell, Lessor


Ulramar Oil & Gas Limited,
Lessee
Russell M. Bayliss, Land Manager

BY: 
Randy Bartlett



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. 1448, Page 48 in OFFICIAL Records of said County on file in my office.

ATTEST 3-26-92

Mary Ann Ward, County Clerk
Brazos County, Texas
Mary Ann Ward, Deputy

458054

OIL AND GAS LEASE

FILED
At 2 O'clock PM

THE TEXAS A&M UNIVERSITY SYSTEM

JAN 15 1991

MARY ANN WARD
County Clerk Brazos County, Bryan, Texas
By J. C. Miller Deputy

I. STATUTORY REQUIREMENTS

A. AWARD OF LEASE [Ed. Code 85.58(a)].

THE BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, Lessor, in consideration of payment by ULTRAMAR OIL AND GAS LIMITED, Lessee of the sum of FIVE HUNDRED SEVEN THOUSAND EIGHT HUNDRED FOUR AND 45/100 DOLLARS (\$507,804.45), the receipt of which is hereby acknowledged, and of the royalties, covenants, stipulations, and conditions contained herein, and hereby agreed to be paid, observed, and performed by Lessee, DOES HEREBY GRANT, LEASE, AND LET unto Lessee, for the sole and only purpose of prospecting, drilling for, and producing oil, gas, casinghead gas, distillate, and associated hydrocarbons, and constituent elements (including sulphur), but not including coal, lignite, gravel, iron ore, caliche, sand, fissionable minerals and any other minerals, the following described land in Brazos County, Texas, which land was acquired by the State of Texas for the use and benefit of The Texas A&M University System:

See Attached Exhibit "A"

Said land shall be deemed for the purposes of bonus and rental payments to contain 1,991.39 acres, whether it actually contains more or less.

B. EXPLORATORY TERM [Ed. Code 85.59(a)(b) and (c)]. Subject to each of the conditions contained herein, this lease shall be for a term of three (3) years from this date (hereinafter called Primary Term), and as long thereafter as oil and gas, or either of them is produced in paying quantities from the leased premises or land with which the leased premises is pooled hereunder, provided, however, the term of this lease may be extended under the following conditions:

If the Board finds that lessee has proceeded with diligence to protect the interests of the State, and that there is a likelihood that oil, gas, or distillate will be discovered on the leased premises, the Board may by unanimous vote extend this lease for a period not to exceed three (3) years, conditioned upon Lessee continuing to pay the yearly rentals provided herein, and upon any additional terms the Board may see fit and proper to demand. No such extension may be granted until the last thirty (30) days of the original term of the lease.

C. ANNUAL RENTALS [Ed. Code 85.55(c) and 85.61]. One (1) year from the date hereof, and on the same date of each of the following years during the primary term of this lease, Lessee shall pay to Lessor an annual rental of \$10.00 per acre. Provided, however, that if Lessee is engaged in actual drilling operations for the discovery of oil and/or gas on the leased premises on the anniversary date of this lease, no annual rental shall be payable as to the acreage contained in that tract on which said operations are being conducted as long as such are proceeding in good faith; and if oil and/or gas are discovered in paying quantities on any tract covered by this lease, then as to that tract this lease shall remain in force so long as production is obtained in paying quantities from said tract. When

royalties, as provided herein, amount to as much as the yearly payment set out above, said annual rental may be discontinued.

D. PAYMENTS AND RECORDS TO GENERAL LAND OFFICE [Ed. Code 85.66(a)]. All royalties, as provided herein, shall be paid to the Commissioner of the General Land Office at Austin, Texas, on or before the last day of each month for the preceding month during the term of this lease. Notice is hereby given that Lessor is not subject to windfall profits tax on royalties paid but is exempt therefrom. Said payment shall be accompanied by a sworn statement of Lessee's owner, manager, or other authorized agent, showing the gross amount of oil and/or gas produced and saved since the last report, the amount of oil and/or gas produced and sold off the premises, and the market value of same, together with a copy of all daily gauges, or vats, tanks, gas meter readings, pipeline receipts, gas line receipts and other checks and memoranda of the amounts produced and put into pipelines, tanks, vats, or pool and gas lines, gas storage, other places of storage, and other means of transportation. Lessee shall simultaneously provide Lessor with photocopies of all papers filed with the General Land Office.

E. INSPECTION OF RECORDS [Ed. Code 85.66(b)]. Lessee's books and accounts, receipts and discharges of all wells, tanks, vats, pools, meters, pipelines, and all contracts and other records pertaining to the production, transportation, sale, and marketing of oil and/or gas shall at all times be subject to inspections and examination by an Member of the Board of Regents of The Texas A&M University System, or any duly authorized representative of said Board.

F. SURFACE OPERATIONS [Ed. Code 85.63].

(1) Drilling for oil and/or gas within less than three hundred (300) feet or less of any building or research area is prohibited, unless written consent of the Board is first obtained. Operations for oil and/or gas shall not in any way interfere with the use of the leased premises for educational, recreational, experimental, and any other purposes to which it has or may be put, and shall not cause the abandonment of the leased premises. Lessee shall drill, mine, and carry on operations in such a way as not to cause the abandonment of the property for experimental farm purposes and the leased premises shall be subject to use by the State of Texas for all experimental purposes.

(2) Lessor requires that all pipelines be buried below plow depth (deemed to be 36 inches), and that Lessee pay for damages caused by its operations to any surface structure or use of the property.

(3) In the event drilling upon the leased premises shall result in production, Lessee, at its own expense, shall immediately remove all temporary structures and place all permanent equipment in such manner as will not interfere with or introduce hazard to any activity of Lessor. Should drilling result in a dry hole or holes, Lessee shall, at its own expense, immediately remove all temporary structures from the land and restore the land as it existed as of the date of this lease, or to such state as is compatible with the use then being made of said premises, at the option of the Lessor. This requirement is subject to the rights of Lessor established in Paragraph II(1).

(4) The Lessor may designate specific streets as access routes for use by operators. Costs of additional reinforcements and repairs made necessary by the activities of operators shall be borne by the Lessee. Such reinforcement and repairs shall conform to standards set by the Lessor in advance. Permanent access roads constructed by Lessee must be built according to standards accepted in writing by the Board's authorized representative. Lessor may prohibit the use of its streets during designated hours on specified days. Notice of such prohibition shall be given to the Lessee in advance.

(5) Lessee may obtain rights from the owners of nearby lands whereon Lessee could locate well(s) which will be directionally drilled to bottom hole location(s) beneath the leased premises, and in such event, surface operations on such hereby lands shall not be subject to restrictions imposed by Lessor hereunder; however, such well(s) so directionally drilled to a bottom hole location(s) beneath

the leased premises shall, for all other purposes hereunder, be treated as drilling or production operations conducted entirely upon the leased premises.

G. FORFEITURE [Ed.Code 85.67(a)]. This lease is subject to forfeiture by the Board by an order entered upon the minutes of the Board reciting the facts constituting a default and declaring the forfeiture. This lease may be forfeited for one or more of the following reasons:

- (1) Lessee fails or refuses to make the payment of any sum due, either as rental, royalty on production, or other payment, within thirty (30) days after the same becomes due.
- (2) Lessee's owner or authorized agent makes any false return or false report concerning production, royalty, drilling, or mining.
- (3) Lessee fails or refuses to drill any offset well or wells in good faith, as required by this lease.
- (4) Lessee or its agent refuses the proper authority access to the records and other data pertaining to operations under this lease.
- (5) Lessee or its authorized agent fails or refuses to give correct information to the proper authorities.
- (6) Lessee or its authorized agent fails or refuses to furnish the log of any well within thirty (30) days after production is found in paying quantities.
- (7) Any material terms of this lease are violated.

Lessor agrees that it shall provide Lessee by certified mail, return receipt requested written notice stating the existence and nature of any breach of this agreement which may subject it to forfeiture, and shall allow Lessee sixty (60) days from the date of receipt of such notice to cure said breach.

H. REINSTATEMENT AFTER FORFEITURE [Ed. Code 85.67(c)]. Upon proper showing by Lessee, within thirty (30) days after the declaration of forfeiture, this lease may be reinstated at the discretion of the Board on such terms as it may prescribe.

I. REMEDIES OF LESSOR [Ed. Code 85.67(d)]. The Board may have suit instituted for forfeiture through the Attorney General, but forfeiture is not the exclusive remedy. Suit for damages or specific performance, or both, may be instituted.

J. FIRST LIEN [Ed. Code 85.67(e)]. The State shall have a first lien upon all oil and/or gas produced upon the leased premises and upon all rigs, tanks, vats, pipelines, telephone lines, machinery, and appliances used in the production and handling of oil and/or gas produced therefrom, to secure any amount due from Lessee.

K. ASSIGNMENTS [Ed. Code 85.65(b)]. All rights purchased may be assigned subject to approval of the Board of Regents or its authorized representative. All assignments shall be filed in the General Land Office as prescribed by rule, accompanied by ten cents (\$.10) per acre for each acre assigned and the filing fee as prescribed by rule. An assignment shall not be effective unless filed as required by rule. An assignment shall not relieve the Assignor of any liabilities or obligations incurred prior to the assignment. Lessee acknowledges that the responsibility for obtaining approval and filing assignments with the General Land Office in conformity to its rules is solely that of Lessee.

L. RELINQUISHMENTS [Ed. Code 85.65(c)]. All rights to all or any part of a leased tract may be relinquished to the State at any time by recording a release instrument in the county or counties

in which the tract is located. Releases must also be filed with the chairman of the board of regents and the general land office, accompanied by the filing fee prescribed by rule. A release shall not relieve the owner of any obligations or liabilities incurred prior to the release.

M. ROYALTY IN-KIND [Ed. Code 85.66(d)]. The Lessor may, at its discretion, require that payment of royalty, as stipulated herein, be in-kind. Such in-kind deliveries shall be for reasonable periods of time of at least thirty (30) days, upon reasonable notice.

N. SALE OF GAS FOR USE OUTSIDE STATE OF TEXAS [Nat. Res. Code 52.293]. This agreement is subject to the provisions of Senate Bill No. 3, Acts of the 64th Legislature, Regular Session, 1975, Section 1 of which requires the following to be included in the lease form:

"From and after the effective date of this Act, it shall be unlawful for any one of the persons, agencies, or entities set forth in Section 2 of this Act to execute an oil, gas and mineral lease on any lands on which they are otherwise authorized and empowered by law to execute such a lease unless such lease shall include the following terms and conditions:

None of the natural gas or casinghead gas, including both associated and nonassociated gas, produced from the mineral estate subject to this lease shall be sold or contracted for sale to any person, corporation, or other entity for ultimate use outside of the State of Texas unless and until the Railroad Commission of Texas shall find, after notice and hearing pursuant to Title 102 of the Revised Civil Statutes of Texas, 1925, as amended, that:

- (a) the person, agency, or entity which executed the lease in question does not require said 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 said natural gas or casinghead gas to meet its existing needs for fuel;
- (c) no public or private school in this State, of elementary, secondary, or higher educational level, requires said natural gas or casinghead gas to meet its existing needs for fuel;
- (d) no facility of the State of Texas or of any county, municipality, or other political subdivision in this state requires said natural gas or casinghead gas to meet its existing needs for fuel;
- (e) no producer of food and fiber requires said 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 the State of Texas and who relies on natural gas or casinghead gas to provide in whole or in part his existing needs for fuel or raw material requires said natural gas or casinghead gas to meet such need."

O. STATUTORY AUTHORITY. This agreement is subject to the provisions of Subchapter D of Chapter 85, Subtitle D, Title 3, Texas Education Code, as amended and subject to all valid rules, regulations, and orders of any duly constituted State or federal regulatory agency having jurisdiction hereof.

II. GENERAL PROVISIONS

A. ROYALTY. Lessee agrees to pay or cause to be paid during the term hereof:

(1) As a royalty on oil, which is defined as including hydrocarbons produced in liquid form at the mouth of the well, and also all condensate, distillate, and other liquid hydrocarbons from oil or gas run through a separator or other equipment, twenty-five percent (25%) of the value of the gross production. Such value shall be "market price" defined herein as the price prevailing for the field where produced on the date of purchase for oil of like grade and gravity;

(2) As royalty on all gas, which is defined as all hydrocarbons and gaseous substances not defined as oil in Paragraph (1) above, produced from any well and sold by Lessee, or used by Lessee, the following shall be payable at twenty-five percent (25%) of the value of the gross production. Such value shall be determined on the basis of the "market price", as defined in A(1) above, for gas of a similar quality.

(3) On sulphur, one-fourth (1/4) of the value of the gross production thereof for the lease premises, such value shall be "market price" defined herein as the price prevailing for the general area where produced on the date of purchase for sulphur of like quality, or Three dollars and 50/100 (\$3.50) per long ton, whichever is greater.

(4) On all production sold by Lessee for benefit of Lessor pursuant to its royalty interest, Lessee, its agents and/or assigns, shall be and remain jointly and severally liable to Lessor for all payment due Lessor from such sale to purchasers pending actual payment to Lessee. Nonpayment by any such purchaser of production will not relieve Lessee of its obligation to pay Lessor for its royalty interest in production sold.

(5) If, at the expiration of the primary term or at any time thereafter, there is located on the leased premises a production unit or units, including a pooled unit or units, (as defined in Section III(D)) capable of producing gas in paying quantities and such gas is not otherwise produced for lack of a suitable market and this lease as to such production unit is not otherwise being maintained in force and effect, Lessee shall pay as royalty One Thousand Two Hundred and No/100 Dollars (\$1,200.00) for each production unit capable of producing gas in paying quantities; within sixty (60) days after Lessee shuts in such production unit or ceases to produce gas therefrom or within sixty (60) days after this lease ceases to be otherwise maintained in force and effect; and if such payment is made, this lease, as to said production unit or units shall be considered to be a lease producing in paying quantities and such shut in gas well royalty payment shall extend the term of this lease for a period of one (1) year from the end of the primary term or, if after the primary term, from the first day of the month next succeeding the month in which such production unit was shut in; and thereafter, if no suitable market for such gas exists, Lessee may extend this lease as to such production unit or units for two (2) additional and successive periods of one (1) year each by the payment of a like sum of money each year as above provided. In no event shall this lease continue in force and effect as to any production unit or units (as defined in Section III(B)) which are shut-in for more than three (3) consecutive years at the expiration of which this lease as to such production unit or units is herein declared to be null and void.

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

(7) The term "market price" as herein above defined and utilized further contemplates gross proceeds received pursuant to a bona fide contract entered into at arms' length between nonaffiliated parties of adverse economic interests. If a contract was not negotiated at arms' length, or was between affiliated parties, the presumption that market value is equal to gross proceeds shall not apply. In this situation, the Lessee has the burden to establish that amounts paid to the Lessee are based on market value.

B. PROPORTIONATE REDUCTION. In the event Lessor owns an interest in the oil and/or gas on, in or under the above described lands and/or a production or pooled unit less than the entire fee simple estate, whether or not this lease purports to cover the whole or a fractional interest therein, then the royalties to be paid Lessor shall be reduced in the proportion that Lessor's actual interest bears to the whole undivided fee and in accordance with the nature of the estate with which Lessor is seized.

C. LIQUID HYDROCARBON RECOVERY. Lessee agrees that before any gas produced from the leased premises, containing liquid hydrocarbons is sold, used, or processed in a plant, it will be run through an adequate oil and gas separator of conventional type or other equipment so that all liquid hydrocarbons recoverable from the gas by such means will be recovered. Upon written consent of the Lessor, the requirement that such gas be run through such a separator or other equipment may be waived upon such terms and conditions as provided by Lessor.

D. DRILLING REQUIREMENT. Notwithstanding anything to the contrary contained herein, this lease shall terminate and be rendered void unless Lessee has commenced drilling operations on the leased premises within 365 days of the execution of this lease. The term "commenced drilling operations" as used in this lease means actual spudding of a well. Upon compliance with the aforementioned drilling requirements, and in accordance with the provisions of Paragraph I(C), above, Lessee shall be excused from paying delay rentals upon acreage contained in the drilling unit, but shall be liable for such rentals on any acreage not dedicated to a well or wells on the first anniversary of this lease. Failure to pay rentals on the non-dedicated acreage shall result in an immediate termination of this lease as to such acreage not contained in a drilling unit.

E. CONTINUOUS DRILLING

(1) Notwithstanding any provision of this lease to the contrary, after a well producing or capable of producing oil or gas has been completed on the leased premises, Lessee shall within 120 days of the date of filing of the completion report with the Railroad Commission of Texas for the initial producer begin drilling a subsequent well and thereafter, within the same time frame, commence succeeding wells until the land is fully developed to allowable density. Failure to so drill and continue drilling shall constitute a breach and forfeiture of this lease as to acreage not contained in a production unit as herein defined. This continuous drilling requirement shall not apply as to any acreage in this lease of insufficient size to permit additional wells under the field rules established by The Texas Railroad Commission. Nothing herein shall preclude Lessee, as a reasonably prudent operator, from simultaneously drilling additional wells as may be reasonably necessary for proper development of the leased premises and in marketing the production therefrom.

(2) The Lessee shall, notwithstanding any other provision of this lease, adequately protect the oil and gas under the above described land from drainage from adjacent lands or leases, including Non-University System lands or University System lands leased at a lesser royalty. The Lessee shall drill as many wells as the facts justify for the effective protection against drainage from such adjacent lands or leases. Neither the bonus, annual rental, or royalties paid or to be paid hereunder, shall relieve Lessee from the obligations herein expressed.

F. REWORKING EXTENSION. In the event production of oil or gas on the leased premises, after once having been obtained, shall cease for any cause after the expiration of the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days thereafter, and such lease shall remain in full force and effect so long as such operations continue in good faith and in a workmanlike manner, without interruptions totaling more than ninety (90) days during any one such operation; and if such drilling or reworking operations result in the production of oil or gas, this lease shall remain in full force and effect so long as oil or gas is produced therefrom in paying quantities or payment of shut-in gas well royalties is made in accordance with Paragraph II(A)(5).

G. LOGS, PLATS AND ACCESS

(1) Lessee shall file at the General Land Office, for the Board of Regents of The Texas A&M University System, the logs of all wells drilled upon the above described premises, within thirty (30) days after completion in the case of producing wells, and within thirty (30) days after abandonment in the case of dry holes. Whenever the Lessee commences the drilling of any well or wells upon the above described premises, written notice shall be filed at the General Land Office, for the Board of Regents of The Texas A&M University System, accompanied by a plat of said premises showing the location of such well or wells.

(2) Lessee agrees to give any authorized representative of the Board access to all wells drilled on the leased premises at all reasonable hours, and upon request of Lessor, to furnish Lessor or its authorized representative with, or allow said representative to take from such wells, formation samples of cores and cuttings consecutively taken, and to furnish any records, memoranda, reports or other information relative to the operation of the leased premises. Copies of title opinions, abstracts, instruments relating to the determination of title, and executed copies of all oil or gas purchase contracts or agreements shall be provided to the Board's representative upon request.

H. WATER-BEARING STRATA. In drilling wells, all water-bearing strata shall be noted by Lessee in the log, and the Lessor reserves the right to require that all or any part of the casing shall be left in any non-productive well when Lessor deems it necessary or desirable to preserve or maintain said well or wells for water.

I. CASING, EQUIPMENT, AND LESSOR'S RIGHTS IN PRODUCING WELLS. If this lease shall terminate or be forfeited for any cause, or should Lessee elect to abandon a well or wells, the Lessee shall in no event be permitted to remove the casing or any part of the equipment of any such producing well or wells located upon the premises, and Lessor shall be entitled to take over the operation thereof at no cost.

J. UNDERGROUND STORAGE. It is expressly agreed and understood that Lessee shall not use the herein leased premises for underground storage of natural gas, crude petroleum or other hydrocarbons without the express advance written consent of Lessor.

K. AUTHORITY OF AGENTS. In all cases the authority of a manager or agent to act for the Lessee herein must be filed at the General Land Office for the Board.

L. DESIGNATION OF AUTHORIZED REPRESENTATIVE OF BOARD OF REGENTS. For purposes of this lease, the Board of Regents hereby appoints the Chancellor or his designee as the authorized representative of the Board/Lessor as referred to herein.

M. INDEMNIFICATION, INSURANCE AND BONDS

(1) Lessee hereby agrees to pay Lessor for all damages to crops, trees, buildings, streets, fixtures, utility lines (above and below ground), personal property, productivity of soil, livestock, and any and all other things damaged as a result of Lessee's or its agents' actions in carrying out any operations under the terms of this lease. Lessee further agrees to indemnify and hold Lessor harmless for any and all damages to third persons and the property of third persons resulting from such operations.

(2) All operators shall maintain or cause to be maintained public liability insurance and insurance coverage on their employees, agents and contractors (or require such insurance to be maintained.), in addition to required worker's compensation insurance, in at least the following amounts:

Comprehensive General Liability Insurance:

Public Liability (Bodily Injury). Insurance with limits of not less than Three Hundred Thousand and No/100 (\$300,000.00) for each person, and Five Hundred Thousand and No/100 (\$500,000.00) for each occurrence and Five Hundred Thousand and No/100 Dollars (\$500,000.00) in the aggregate;

Public Liability (Property Damage). Insurance with limits of not less than Three Hundred Thousand and No/100 Dollars (\$300,000.00) for each occurrence and Five Hundred Thousand and No/100 Dollars (\$500,000.00) in the aggregate.

Excess Liability Insurance:

An Excess Liability policy with a limit of liability of at least One Million and No/100 Dollar (\$1,000,000.00) coverage in excess of the above required general liability policy.

Certificate of Insurance:

As proof of compliance with this section a certificate of insurance shall be filed with the Lessor setting out the insurance coverage required under this section. Such certificate shall state that ten (10) days prior written notice of cancellation or material change shall be submitted to the Lessor by the insurance carrier. Such certificate shall also show the coverage for property damage liability of damages arising from blasting or explosion; collapse or structural injury; underground property damage; damage to underground resources and equipment; and hazard and blowout or cratering of any well.

N. FORCE MAJEURE. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations, from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, any Federal or State law or any order, rule or regulation of governmental authority, or by operation of force majeure, 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 or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

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

III. SPECIAL PROVISIONS

A. SITE APPROVAL.

(1) Locations of all wells, structures, roads, tank batteries, pipelines, telephone line, and all other facilities erected or moved onto a site by Lessee must be approved in advance by Lessor or its authorized representative. Such request for approval shall be in writing setting out the precise location of any proposed facility and including diagrammatic descriptions of the facility and the surrounding area. Upon request by Lessor, Lessee shall provide any additional drawings or other data Lessor requires to assess a location. Approval shall not be unreasonably withheld and approval, rejection, or requirement for changes must be provided within three (3) university working days from the date all requested data was submitted.

(2) By payment of the bonus amount described in this lease, Lessee acknowledges that certain surface acreage of the leased premises are not subject to drilling or production operations of any kind, and that any additional costs incurred by Lessee as a result of such restrictions shall be borne solely by Lessee.

B. DESIGNATION OF PRODUCTION UNITS. Within ninety (90) days after completion of any well on the leased premises which is not pooled under the provisions of Paragraph III(D), Lessee shall designate in writing, and file same of record with the County Clerk of Brazos County, Texas, a designation of production unit which includes a description of that part of the leased premises to be allotted to such well for production purposes, and the description shall specify and be limited to the producing formation according to the following formula:

(1) For a well classified as an oil well by the Railroad Commission of Texas, no more than 40 acres, unless additional acreage is specifically authorized as a result of action by the Railroad Commission of Texas;

(2) For a well classified as a gas well by the Railroad Commission of Texas, no more than 320 acres plus 10% tolerance unless additional acreage is specifically authorized by field rules promulgated by the Railroad Commission of Texas or as a result of action by the Railroad Commission of Texas;

and upon such filing being made the portion of the leased premises described therein shall be and remain a "production unit" for all purposes contained herein. In each instance, where applicable, production units must be identical to proration units.

C. PUGH CLAUSE. Notwithstanding anything to the contrary herein, this lease shall terminate at the expiration of its primary term except for each producing well located thereon or on lands pooled therewith in accordance with the terms hereof, and the acreage allotted to such well or wells for Production Units. Lessee agrees to execute and deliver to Lessor all documents necessary to effect an appropriate release of this lease as to such undrilled units and acreage. At the expiration of the primary term, this lease shall expire as to all rights below 100 feet below the deepest producing formation in any well and/or production unit located thereon. **Provided, however, that, if this lease has been continuously maintained in force and effect in accordance with its terms, on the tenth anniversary date of this lease, if Lessee has not obtained production in paying quantities from any formation or formations above the deepest producing formation of any well as indicated by Lessee in its designation of each production unit, this lease shall expire as to all rights in such non-produced formation or formations.**

D. POOLING.

(1) Pooling or Unitization of all or any part of the leased premises with an off-premises well, defined herein to mean a well located on and completed under land not covered by this lease, is not permitted without the consent of The Board or its authorized representative. Such consent shall not be forthcoming unless the land covered by this lease shall comprise not less than one-half (1/2) of the total acreage contained in such pooled unit for an off-premises well, and Lessee shall have no right or power to the pool or combine any of the land covered by this lease into such pooled unit containing less than one-half (1/2) of the acreage unless The Board or its authorized representative specifically finds it to be in the best interest of Lessee to permit such pooling.

(2) Production from or operations on a pooled unit or units embracing a portion of the leased premises will maintain this Lease in force only as to the acreage embraced in said unit or units.

E. SEISMIC SURVEYING. All seismic activities shall be approved in advance by the Board's authorized representative, and any changes or requirements must be complied with by the Lessee. Failure to so comply will result in immediate revocation of the permit. Lessee shall be responsible for all damages to property, real and personal, and injuries to persons and livestock resulting from any

operations or activities conducted on the property. The Lessor may designate routes to be utilized in all seismic surveying. Deviation from said routes by a Lessee shall result in immediate revocation of the permit.

F. DRILLING AND PRODUCTION OPERATIONS

(1) Any violation of any valid law or of any valid rule, regulation or requirement of any state or federal regulatory body having jurisdiction with reference to drilling, completing, equipping, operating, producing, maintaining, or abandoning oil or gas wells or related appurtenances, equipment or facilities, or with reference to firewalls, fire protection, blowout protection or safety of persons or property shall be a violation of this lease agreement.

(2) Within thirty (30) days after completion of any well, Lessee shall file with Lessor a final report which shall be a copy of the appropriate Railroad Commission forms.

(3) In the event of the loss of control of any well the operator shall immediately take all reasonable steps to regain control of such well, and shall notify Lessor as soon as practicable. All wells and production facilities shall be completely enclosed by a six (6) foot high chain link fence with three (3) turned out barbed wire strands at the top.

(4) All operators shall make adequate provisions for the disposal of salt water or other impurities which may be produced along with the oil or gas in a manner which prevents the contamination of the surface or subsurface water supply or the destruction of vegetation. No operator or any person engaged in the operation of any loading rack, storage or other facility or equipment used in the production, storage, transportation, sale or shipment of crude oil or other flammable petroleum product shall allow any such substance to spill over, overflow, leak, drain out, escape or accumulate in any sewer or about the premises, or on any surface, or in any open surface ditch or any other exposed surface conduit, in any manner or amount which creates a potential fire hazard, or which may pollute any surface or subsurface water or damage any publicly owned land.

(5) All surface area utilized by an operator shall be kept clear of high grass, weeds and combustible trash or other rubbish or debris that would, if allowed to accumulate, result in a fire hazard.

(6) Printed signs with at least five (5) inch letters reading, "DANGER, NO SMOKING OR OPEN FLAMES ALLOWED" or similar words shall be posted in conspicuous places on each well, storage tank or battery of tanks. The signs shall include the production unit number and emergency notification telephone number of the nearest fire department. Well and lease designations required by the Railroad Commission of Texas or any other governmental authority having jurisdiction shall also be displayed.

(7) Whenever any well is permanently abandoned, it shall be the obligation of the operator to plug such well in accordance with the laws of the State of Texas, the rules of the Railroad Commission of Texas, and/or any other agency having jurisdiction in connection with the plugging operation and to provide Lessor with a notice of intent to plug and abandon which will include the abandonment program and request for release of permit. Such plugging obligation is subject to the rights of Lessor in Paragraph II(1) included hereinabove.

(8) Any expense incurred by Lessor due to a request for and exception under this section shall be paid by the operator requesting such exception.

G. SITE RESERVATION. There is however, expressly reserved unto Lessor, (in addition to all surface rights and use thereof) the right to select drill site locations on the above described property for use by Lessor or any third party selected by Lessor in drilling for oil and gas lying under other tracts of land not subject to this lease and whether or not owned by Lessor. Such sites may be selected by

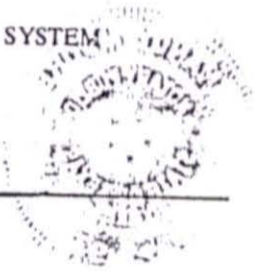
Lessor at any time during the term of this lease, (primary or extended) at such locations deemed appropriate by Lessor provided such locations are not in direct conflict with Lessee's own drill sites. Lessor shall provide Lessee with a plat of selected surface acreage, not to exceed five (5) acres per location, prior to making use of such locations for drilling purposes. Lessor is entitled, under this reservation, to sell or lease to other drilling contractors or producers the right to utilize such location(s) as a drill site for off-property directional drilling. Such activity shall be in compliance with all requirements of the Railroad Commission of Texas.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto, Lessor acting by and through the Chancellor of The Texas A&M University System, duly authorized thereunto by the Board of Regents of The Texas A&M University System, this 11th day of December, A.D., 1990.

LESSOR:

THE TEXAS A&M UNIVERSITY SYSTEM
Dr. Perry L. Adkisson, Chancellor

By: [Signature]
James B. Bond
Deputy Chancellor



LESSEE:

ULTRAMAR OIL AND GAS LIMITED

By: [Signature]
Edward S. Voisinet
Vice President

ATTEST:

[Signature]
W.G. Salmon, Secretary



THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, a Notary Public in and for Brazos County, Texas, on this day personally appeared James B. Bond, Deputy Chancellor of The Texas A&M University System, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the Board of Regents of The Texas A&M University System for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of December, A.D.



Nancy Moore
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared Edward S. Voisinet, Vice President of Ultramar Oil and Gas Limited known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14 day of December, A.D., 1990.



Leslie L. Richards
Notary Public, State of Texas

DEED WITHOUT WARRANTY

THE STATE OF TEXAS |
COUNTY OF DALLAS |

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 30th day of April, 1962, between the UNITED STATES OF AMERICA, acting by and through the Secretary of Health, Education, and Welfare by the Regional Director, Region VII, Department of Health, Education, and Welfare, under and pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949, Public Law 152, 81st Congress (63 Stat. 377), as amended (40 U.S.C.A. 471 et seq.), hereinafter referred to as the Act, and Reorganization Plan No. 1 of 1953, Public Law 13, 83rd Congress, GRANTOR, and the State of Texas acting by and through The Board of Directors of the Agricultural and Mechanical College of Texas, an educational instrumentality duly organized and existing under the laws of the State of Texas, under and pursuant to the powers and authority contained in the Acts of the Legislature of Texas in Section 36, Article IV, of Senate Bill No. 1 of the First Called Session of the 57th Legislature, GRANTEE,

WITNESSETH:

1. WHEREAS, certain real and related personal property hereinafter fully described was heretofore declared surplus, and in accordance with the provisions of the aforesaid Act, was assigned by the Administrator of General Services to the Secretary of Health, Education, and Welfare for disposal upon his recommendation that said property was needed for educational and research purposes; and

2. WHEREAS, it is the desire of the Board of Directors of the Agricultural and Mechanical College of Texas, the governing authority of the Agricultural and Mechanical College of Texas, to purchase said property at a public benefit allowance to be utilized in accordance with its application dated August 31, 1961, and amendments to said application dated January 15, 1962, January 17, 1962, and which application and amendments are hereby made a part hereof by reference; and

CERTIFIED TO BE A TRUE COPY

L. James W. Lantieri
Division of Surplus Property Utilization

EXHIBIT A

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3. WHEREAS, notice was given to the Administrator of General Services of intention to transfer said property to the State of Texas for the use and benefit of the Agricultural and Mechanical College of Texas in accordance with the provisions of Section 203(k)(1) of the Act, and he has advised in writing that no objection is interposed to said disposal; and

4. WHEREAS, the total fair value of the property hereby conveyed is \$3,651,090.00, enumerated and described in four parcels as follows:

Land	\$ 360,300.00
Schedule A, Part 1	3,060,900.00
Schedule A, Part 2	225,600.00
Schedule A, Part 3	<u>4,290.00</u>
Total	\$3,651,090.00

NOW THEREFORE, the GRANITOR, for and in consideration of the Premises and the sum of Three million six hundred fifty-one thousand and ninety dollars (\$3,651,090.00) to be paid by the GRANTEE by earning a Public Benefit Allowance of one hundred percent for said sum by observance and performance by the GRANTEE, its successors and assigns, of the covenants, conditions, reservations and restrictions hereinafter contained does by these presents, bargain, sell, grant, and convey, but without warranty, express or implied, and under and subject to the covenants, conditions, reservations, restrictions, and exceptions hereinafter set forth, unto the GRANTEE, its successors and assigns, the property more particularly described and set forth in the hereinafter attached Schedule A, Part 1, Schedule A, Part 2, and Schedule A, Part 3, which are made a part hereof by reference as fully as though incorporated herein, together with the following described real property, all situate, lying and being in the County of Brazos, State of Texas, to-wit:

BEING 1991.39 acres of fee-owned land described as follows:

BEING portions of the James Curtis, Jr., Survey A-12, the John Williams Survey A-237, and the Thomas F. McKinney Survey A-33, Brazos County, Texas, and more particularly described as follows:

BEGIN at the southernmost corner of the said John Williams Survey and the easternmost corner of the James Curtis, Jr., Survey, situated in the northwesterly line of the Thomas F. McKinney Survey, same being in the southeasterly boundary

line of the former Bryan Air Force Base, and said point of beginning; being the most easterly corner of a 10.40 acre acquisition tract, BA-16, formerly owned by Sam Fachorn, et ux;

THENCE south $47^{\circ} 20'$ W 517.2 feet with the southeasterly boundary of Tract BA-16 and the southeasterly line of the former Bryan Air Force Base, to the most southerly corner of said Tract BA-16, and also being the most easterly corner of a 11.0 tract, identified BA-17, acquired from Charles Todaro, et ux;

THENCE south $45^{\circ} 30'$ W 550 feet, more or less, with the southeasterly line of former Bryan Air Force Base, being the southeasterly line of Tract BA-17, to the most southerly corner of said Tract BA-17, said point being the most easterly corner of a 6.80 acre tract, identified BA-18, acquired from Sam Piccolo;

THENCE along the southeasterly line of said Tract BA-18, being the southeasterly line of the former Bryan Air Force Base, as follows: South $47^{\circ} 20'$ W 327.4 feet to a point of tangency; thence 30.3 feet along the arc of a curve to the left, the radius of which is 5754.65 feet, and the chord of which bears south $47^{\circ} 11'$ W 30.3 feet to the most southerly corner of said Tract BA-18, being the most easterly corner of a 42.5 acre tract, identified BA-19, acquired from Sam N. Fachorn, et ux;

THENCE with the southeasterly line of Tract BA-19, the southeasterly line of the former Bryan Air Force Base, as follows: Continuing along the arc of said curve to the left 274.4 feet to a point of tangency; thence south $44^{\circ} 18'$ W 1730.0 feet to a point; thence south $57^{\circ} 50'$ W 97.9 feet to a point; thence south $48^{\circ} 36'$ W 1271.6 feet to a point; thence south $15^{\circ} 13'$ 486.2 feet to a point, being the most southerly corner of said Tract BA-19;

THENCE south $13^{\circ} 44'$ W with a southeasterly line of a 90.8 acre tract of land, identified BA-25, acquired from Joe Viola, et ux, being along the southeasterly line of the former Bryan Air Force Base, 61.0 feet to the most easterly corner of a 20.5 acre tract, identified BA-23, acquired from Mary Viola, et vir;

THENCE south $13^{\circ} 44'$ W with the southeasterly line of said Tract BA-23, a southeasterly line of the former Bryan Air Force Base, 969.8 feet to the most southerly corner of said Tract BA-23;

THENCE north $66^{\circ} 2'$ W with the southwesterly line of said Tract BA-23, a southwesterly line of said former Bryan Air Force Base, 1265.9 feet to the most westerly corner of said Tract BA-23, being in the southeasterly line of a 63.4 acre tract, identified BA-24, acquired from Tony J. Messina, et ux;

THENCE south $50^{\circ} 55'$ W with the southeasterly line of said Tract BA-24, being a southeasterly line of the former Bryan Air Force Base, 932.4 feet, more or less, to the most northerly corner of a 1.26 acre tract of land, identified as Tract 52, acquired from Joe Viola, et ux;

THENCE south with the east line of said Tract 52, being an east line of the former Bryan Air Force Base, 548 feet to the intersection of this line with an east line of an 35.38 acre tract, identified as Tract 53, acquired from Nat B. Allen, Jr., et al;

THENCE south with the east line of said Tract 53, being an east line of the former Bryan Air Force Base, 607 feet to the southeast corner of said Tract 53;

THENCE west with the south line of said Tract 53, being a south line of the former Bryan Air Force Base, 1500 feet to the southwest corner of said Tract 53, being the northeast corner of a 40.70 acre tract, identified as Tract 56, acquired from N. B. Allen, Jr. et al;

THENCE west with the south line of said Tract 56, being a south line of the former Bryan Air Force Base, 650 feet, more or less, to a point on top of a steep bank, same being the northeast bank of the Brazos River, and also the southwest corner of said Tract 56;

THENCE upstream with the meanders of the top of said steep bank in a northwesterly direction, being the west line of said Tract 56 and a west line of the former Bryan Air Force Base, approximately 1450 feet to a point for the northwest corner of said Tract 56, being the southeast corner of a 2.50 acre tract, identified as Tract 57, acquired from John Regmund, et ux;

THENCE upstream with the meanders of the top of said steep bank in a northwesterly direction with the southwesterly line of said Tract 57, being a southwesterly line of former Bryan Air Force Base, approximately 125 feet to the southwest corner of said Tract 57;

THENCE north $44^{\circ} 24'$ E 880 feet, to a point;

THENCE north 110 feet more or less, to a point in the southwesterly line of a 101.70 acre tract of land, identified as Tract BA-26, acquired from Sam Piccolo, et ux;

THENCE north $45^{\circ} 0'$ W with the southwesterly line of said Tract BA-26, being a southwesterly line of the former Bryan Air Force Base, 1758.2 feet to a point on the southeasterly right-of-way line of the former Pitts-Bridge Road, being the most westerly corner of said Tract BA-26;

THENCE north $45^{\circ} 21'$ E with the northwesterly line of said Tract BA-26, being a northwesterly line of the former Bryan Air Force Base, 1034.1 feet to the most southerly corner of a 66.9 acre tract of land, identified as BA-28, acquired from Willie Kuder, et ux;

THENCE north $45^{\circ} 24'$ W with the southwesterly line of said Tract BA-28, being a southwesterly line of the former Bryan Air Force Base, 1230.1 feet to the most westerly corner of said Tract BA-28, being the most southerly corner of a 75 acre tract, identified as BA-33, acquired from John Regmund, et ux;

THENCE north 45° W with the southwesterly line of said Tract BA-33, being a southwesterly line of former Bryan Air Force Base, 1513.32 feet to the most westerly corner of said Tract BA-33, being the southwest corner of a 118.50 acre tract of land, identified as BA-34, acquired from Madison Bradley, et al;

THENCE north $45^{\circ} 24'$ W with the southwest line of said Tract BA-34, being a southwest line of the former Bryan Air Force Base, 852.8 feet to the most westerly corner of said Tract BA-34, being the most southerly corner of a 20.20 acre tract of land, identified as BA-41, acquired from Leila Law Boatwright, Estate;

THENCE along the southwesterly boundary of said Tract BA-41, being a southwesterly boundary of the former Bryan Air Force Base, as follows: North $45^{\circ} 24'$ W 690.6 feet to a point; thence north $32^{\circ} 37'$ W 123.3 feet to the most westerly corner of said Tract BA-41, being the most southerly corner of a 12.60 acre tract, identified as BA-40, acquired from Robert Person, et al;

THENCE north $32^{\circ} 37'$ W with the southwesterly line of said Tract BA-40, being a southwesterly line of the former Bryan Air Force Base, 395.1 feet for the most westerly corner of said Tract BA-40, being the most westerly corner of the former Bryan Air Force Base, said point being the southeasterly right-of-way line of a country road;

THENCE north $44^{\circ} 30'$ E 850 feet, more or less, with the northwesterly line of said Tract BA-40, being a northwesterly line of the former Bryan Air Force Base, to the northerly boundary right-of-way of Bryan-Hosley Ferry Road, being the most southerly corner of a 1.70 acre tract of land, identified as BA-50, acquired from Anton Ragmund;

THENCE south $77^{\circ} 46'$ W along said northerly right-of-way line with the southerly line of said Tract BA-50, being a southerly line of former Bryan Air Force Base, 54.7 feet to the most westerly corner of said Tract BA-50;

THENCE north $44^{\circ} 30'$ E with the northwesterly line of said Tract BA-50, being a northwesterly line of the former Bryan Air Force Base, 2422.4 feet to a point on the southerly right-of-way line of Texas State Highway No. 21, for the most northerly corner of this tract;

THENCE north $77^{\circ} 49'$ E with the northerly line of said Tract BA-50, the north line of the former Bryan Air Force Base, and the southerly right-of-way line of Texas Highway 21, 54.6 feet to a northerly corner of Tract BA-34;

THENCE north $77^{\circ} 49'$ E along a north line of said Tract BA-34, being a north line of the former Bryan Air Force Base, and the southerly right-of-way line of said Highway 21, 350 feet to the most westerly corner of a 15.60 acre tract of land, identified as BA-37, acquired from Odessie B. Oldham, et al;

THENCE north $77^{\circ} 49'$ E with the northerly line of said Tract BA-37, being the northerly line of the former Bryan Air Force Base, and the southerly right-of-way line of State Highway 21, 508.2 feet to the most northerly corner of said Tract BA-37, being the most westerly corner of a 15.80 acre tract of land, identified as BA-36, acquired from Isaac Bradley, Estate;

THENCE north $80^{\circ} 45'$ E with the north line of said Tract BA-36, being the north line of the former Bryan Air Force Base and the southerly right-of-way line of State Highway 21, 544 feet to the most northerly corner of this tract, which is the most westerly corner of a 15.80 acre tract of land, identified as BA-35, and acquired from Samuel Demart, et al;

THENCE north $77^{\circ} 49'$ E with the north line of said Tract BA-35, being the north line of the former Bryan Air Force Base, and the southerly right-of-way line of State Highway 21, 1049.5 feet for the northeast corner of said Tract BA-35, being the most northerly northwest corner of a 30.00 acre tract of land, identified as BA-7, acquired from Frank J. Kocman;

THENCE north $77^{\circ} 49'$ E with the north line of said Tract BA-7, being the north line of former Bryan Air Force Base, and the southerly right-of-way line of State Highway 21, 600 feet, more or less, to the northeast corner of this tract, being the northwest corner of a 52.00 acre tract, identified as BA-6, acquired from Ophelia Uhyrek, et al;

THENCE north $77^{\circ} 49'$ E along the north line of said Tract BA-6, being the north line of the former Bryan Air Force Base, and the southerly right-of-way line of State Highway 21, 2000 feet, more or less, to the intersection of this line with the boundary line between the James Curtis, Jr. Survey No. A-12 and the John Williams Survey No. A-237, said intersection being the most westerly corner of a 32.50 acre tract of land, identified as BA-5, and acquired from R. L. Smith, Estate;

THENCE north $77^{\circ} 49'$ E along the northerly line of said Tract BA-5, being the northerly line of the former Bryan Air Force Base, 2533.2 feet for the northeast corner of said Tract BA-5, and being the most northerly northwest corner of a 77.50 acre tract of land, identified as BA-1, and acquired from Charles Merka, et ux;

THENCE north $77^{\circ} 49'$ E with the northerly line of said Tract BA-1, being the north line of the former Bryan Air Force Base, and the southerly right-of-way line of State Highway 21, 317.3 feet to the northeast corner of said Tract BA-1, being the northwest corner of a 0.40 acre tract of land, identified as Tract BA-49, and acquired from Fred A. Wehrman, et ux;

THENCE north $77^{\circ} 49'$ E with the north line of said Tract BA-49, being the north line of the former Bryan Air Force Base, and southerly right-of-way line of State Highway 21, 172.7 feet for the northeast corner of said Tract BA-49;

THENCE south with the east line of said Tract BA-49, being an east line of the former Bryan Air Force Base, 205.1 feet to a point on the northeasterly line of said Tract BA-1;

THENCE south $45^{\circ} 0'$ E with the northeasterly line of said Tract BA-1, being the northeasterly line of the former Bryan Air Force Base, 1354.0 feet to a point on the northwesterly line of the former right-of-way for the Bryan-Moseley Ferry Road;

THENCE south $44^{\circ} 25'$ W 11.4 feet along said northwesterly right-of-way to a point;

THENCE crossing said Bryan-Moseley Ferry Road and along the southwesterly right-of-way line of a country road, being the northeasterly boundary line of said Tract BA-1 and the northwesterly boundary of the former Bryan Air Force Base as follows: South $45^{\circ} 12'$ E 1011.8 feet to a point; thence south $44^{\circ} 25'$ E 1641.8 feet to a point; thence south $45^{\circ} 2'$ E 959.5 feet to a point on the northerly right-of-way line of a country road; said point being the most easterly corner of said Tract BA-1 and the most easterly corner of the former Bryan Air Force Base;

THENCE south $42^{\circ} 29'$ W with the southeasterly line of said Tract BA-1, being a southeasterly line of the former Bryan Air Force Base, 506.6 feet to the most southerly corner of said Tract BA-1, being the most easterly corner of a 77.90 acre tract of land, identified as BA-2, acquired from Joe Varisco, et ux;

THENCE along the south boundary line of said Tract BA-2, being the southeasterly boundary line of the former Bryan Air Force Base, and the northwesterly right-of-way line of a county road as follows: South $44^{\circ} 40' W$ 1013.8 feet to a point; thence south $45^{\circ} 52' W$ 850.1 feet to the most southerly corner of said Tract BA-2, said point being the place of beginning and containing 1991.26 acres of land, more or less.

IT IS EXPRESSLY UNDERSTOOD and AGREED that two tracts of land acquired by Declarations of Taking in Civil Action No. 824 in the District Court of the United States for the Southern District of Texas, Houston Division, are hereby conveyed, which tracts, identified in said Civil Action No. 824 as Tract BA-1A and Tract BA-5A, are described as follows:

TRACT BA-1A

BEING a tract of land situated in the County of Brazos, State of Texas, being part of the John Williams Survey (A-237), and being more particularly described as follows, all bearings being referred to true north:

BEGINNING at the most easterly corner of the Mary A. Smith 150.0 acre tract;

THENCE south $45^{\circ} 01'$ east, 47.7 feet to a point on the northerly line of the right-of-way for Texas State Highway No. 21;

THENCE south $77^{\circ} 49'$ west, 90.7 feet along the northerly right-of-way line for said Texas State Highway No. 21 to a point;

THENCE north $46^{\circ} 08'$ east, 76.3 feet along the southeasterly line of the said Mary A. Smith 150.0 acre tract to the point of beginning, containing 0.04 acre, more or less.

TRACT BA-5A

BEING a tract of land situated in the County of Brazos, State of Texas, being part of the John Williams Survey (A-237), and being more particularly described as follows, all bearings being referred to true north:

BEGINNING at the most northerly corner of the Charles Marks 77.5 acre tract;

THENCE south $46^{\circ} 08'$ west, 76.3 feet along the northwesterly line of the said Charles Marks 77.5 acre tract to a point on the northerly line of the right-of-way for Texas State Highway No. 21;

THENCE south 77° 49' west, 8.3 feet along the northerly right-of-way line for said Texas State Highway No. 21 to a point;

THENCE north 00° 04' east, 117.6 feet to a point;

THENCE south 45° 01' east, 89.0 feet to the point of beginning, containing 0.09 acre, more or less.

The total acreage described above aggregates 1991.39 acres.

IT IS THE INTENTION and UNDERSTANDING of the GRANTOR that the foregoing descriptions describe the same land that was acquired by the United States of America as follows:

(a) 1095.55 of the 1991.39 acres, constituting

TRACTS

BA-1, BA-1A, BA-2, BA-3, BA-4, BA-5, BA-5A, BA-6, BA-7,

BA-8, BA-11, BA-11A, BA-12, BA-13, BA-14, BA-15, BA-17,

BA-18, BA-24, BA-30, BA-31, BA-32, BA-33, BA-34, BA-36,

BA-37, BA-38, BA-40, BA-41, BA-42, BA-45, BA-49, BA-35,

BA-43, BA-46, and BA-9, were acquired by Declarations of Taking

in Civil Action No. 824 in the District Court of the United

States for the Southern District of Texas, Houston Division;

and

(b) 895.84 of the 1991.39 acres were acquired by warranty deeds, and

are described as follows:

<u>Acquisition</u> <u>Tract No.</u>	<u>Acreage</u>	<u>Deed Date</u>	<u>Recording Date</u>
BA-10	53.50	5-24-43	Vol. 113, Page 227
BA-16	10.40	7-19-43	Vol. 113, Page 482
BA-19	42.50	5-5-43	Vol. 113, Page 61
BA-20	98.00	2-16-43	Book 112, Page 294
BA-21	99.20	2-8-43	Vol. 112, Page 137
BA-22	100.90	2-11-43	Vol. 112, Page 353
BA-23	20.5	3-3-43	Vol. 112, Page 298
		6-19-43	Vol. 113, Page 364
BA-25	90.80	3-3-43	Vol. 112, Page 297
BA-26	101.70	3-3-43	Vol. 112, Page 295
BA-27	62.00	5-6-43	Vol. 113, Page 59
BA-28	66.90	3-29-43	Vol. 112, Page 465
BA-29	45.30	4-10-43	Vol. 112, Page 502
BA-39	20.90	3-29-43	Vol. 112, Page 464
BA-44	1.70	7-19-43	Vol. 113, Page 469
BA-50	1.70	4-9-43	Vol. 112, Page 403
52	1.26	7-28-52	Vol. 155, Page 144
53	35.38	11-17-52	Book 156, Page 599
56	40.70	3-9-54	Vol. 162, Page 570
57	2.5	11-10-53	Vol. 161, Page 493

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EXHIBIT A

THE GRANTOR'S interest hereby conveyed in the above-described tracts acquired by Declaration of Taking ((a) above) is the fee title SUBJECT to EXISTING EASEMENTS for PUBLIC ROADS and HIGHWAYS, PUBLIC UTILITIES, RAILROADS and PIPELINES.

THE GRANTOR'S interest hereby conveyed in the above-described tracts acquired by Warranty Deed ((b) above) is the fee title SUBJECT to EXISTING EASEMENTS for PUBLIC ROADS and HIGHWAYS, PUBLIC UTILITIES, RAILROADS and PIPELINES, and ALSO to the following SPECIFIC RESERVATIONS, CONDITIONS and COVENANTS:

EXCEPTED from the conveyance of the above-referenced TRACTS BA-16 and BA-19 is an undivided, 1/16th interest (same being 1/2 of the usual 1/8 royalty) in and to all of the oil, gas, and other minerals in and under, or that may be produced from the land; which is the same RESERVATION in a deed from the Federal Land Bank of Houston to Ross Bosno, recorded in Volume 100, Page 480, of the Deed Records of Brazos County, Texas, to which deed reference is here made for fuller description. Said TRACTS BA-16 and BA-19 are described as follows:

TRACT BA-16

A tract of land situated in the County of Brazos, State of Texas, and being part of the James Curtis, Jr., Survey (A-12), and being more particularly described as follows, all bearings being referred to true north:

BEGINNING at the most northerly corner of the Charles Todaro 10.5 acre tract, said point being on the south-easterly line of the Frank Hubacek 53.5 acre tract;

THENCE north $44^{\circ} 47'$ east, 517.2 feet along said south-easterly line of said Frank Hubacek 53.5 acre tract to a point on the northeasterly line of the aforesaid James Curtis, Jr., Survey (A-12), said point being in the center line of a county road;

THENCE south $43^{\circ} 49'$ east, 884.1 feet along said north-easterly survey line and said center line of said county road to a point on the northwesterly line of the right-of-way for a county road;

THENCE south $47^{\circ} 20'$ west, 517.2 feet along said northwesterly right-of-way line for said county road to a point;

THENCE north $43^{\circ} 49'$ west, 861.0 feet along the northeasterly line of the aforesaid Charles Todaro 10.5 acre tract to the point of beginning, containing 10.4 acres, more or less.

TRACT BA-19

A tract of land situated in the County of Brazos, State of Texas, being part of the James Curtis, Jr., Survey (A-12), and part of the Thomas F. McKinney Survey (A-33), and being more particularly described as follows, all bearings being referred to true north;

BEGINNING at the most southerly corner of the Antonio Cascio 100.9 acre tract, said corner being on the north-easterly line of the Joe Viola 60-foot lane;

THENCE north $45^{\circ} 10'$ east, 3263.3 feet along the south-easterly lines of the said Antonio Cascio 100.9 acre tract, the Ignazio Froschono 99.2 acre tract, and the Santo Di Mario 98.0 acre tract to a point;

THENCE north $45^{\circ} 13'$ west, 428.1 feet along a northeasterly line of the said Santo Di Mario 98.0 acre tract to a point;

THENCE north $44^{\circ} 47'$ east, 759.2 feet along a southeasterly line of the said Santo Di Mario 98.0 acre tract, and the southeasterly lines of the Lena Scapaneti 16.1 acre tract and the Rosa Morill 16.1 acre tract to a point on the south-easterly line of the Joe Piccolo 16.1 acre tract;

THENCE south $45^{\circ} 49'$ east, 821.1 feet along the southwesterly line of the Sam Piccolo 6.8 acre tract to a point on a curve on the northwesterly right-of-way line for a county road;

THENCE along the said northwesterly right-of-way line for the said county road as follows: 274.4 feet along the arc of a curve to the left, the radius of which is 5754.65 feet and the chord of which bears south $45^{\circ} 40'$ west, 274.4 feet to a point of tangency;

THENCE south $44^{\circ} 18'$ west, 1730.0 feet to a point;

THENCE south $57^{\circ} 50'$ west, 97.9 feet to a point;

THENCE south $48^{\circ} 36'$ west, 1271.6 feet to a point;

THENCE south $15^{\circ} 13'$ west, 486.2 feet to a point;

THENCE departing from said northwesterly right-of-way line for said county road north $65^{\circ} 55'$ west, 596.6 feet along the north-easterly line of the sforessaid Joe Viola 60-foot lane to the point of beginning, and containing 42.5 acres, more or less.

IT IS FURTHER EXPRESSLY UNDERSTOOD and AGREED that the above-referenced TRACT BA-20 was acquired SUBJECT to the rights of the public to that portion of the Pitts-Bridge Road, which formerly traversed this land; and this tract is conveyed with that RESERVATION. Said TRACT BA-20 is described as follows:

TRACT BA-20

A tract of land situated in the County of Brazos, State of Texas, being part of the James Curtis, Jr., Survey (A-12) and

being more particularly described as follows, all bearings being referred to true north:

BEGINNING at the most easterly corner of the Ignazio Prosciono 99.2 acre tract, said point being on the north-westerly line of the Sam N. Fachorn 42.5 acre tract;

THENCE north $44^{\circ} 38'$ west, 4212.1 feet along the north-easterly line of the said Ignazio Prosciono 99.2 acre tract to a point on the center line of the Pitts-Bridge Road;

THENCE north $44^{\circ} 38'$ east, 1043.8 feet along the center line of the said Pitts-Bridge Road to a point;

THENCE departing from center line of said Pitts-Bridge Road, south $44^{\circ} 38'$ east, 3791.6 feet along the southwesterly line of the Lens Scapanati 16.1 acre tract to a point, said point being on the aforesaid northwesterly line of the Sam N. Fachorn 42.5 acre tract;

THENCE along the northwesterly line of said Sam N. Fachorn 42.5 acre tract as follows: South $44^{\circ} 47'$ west, 308.7 feet to a point; south $45^{\circ} 13'$ east, 428.1 feet to a point; south $43^{\circ} 10'$ west, 739.2 feet to the point of beginning and containing 98.0 acres, more or less.

IT IS EXPRESSLY UNDERSTOOD and AGREED that the above-referenced TRACT BA-26 was acquired and is SUBJECT to a utility easement granted the City of Bryan by easement deed which is recorded in Book 98, Page 175, of the Deed Records of Brazos County, Texas, to which reference is made for fuller description; and this tract is conveyed with that RESERVATION. Said Tract BA-26 is described as follows:

TRACT BA-26

A tract of land situated in the County of Brazos, State of Texas, being part of the James Curtis, Jr., Survey (A-12), and being more particularly described as follows, all bearings being referred to true north:

BEGINNING at the most westerly corner of the Joe Viola 90.8 acre tract;

THENCE south $47^{\circ} 21'$ east, 297.5 feet along a southwesterly line of the said Joe Viola 90.8 acre tract to a point;

THENCE south $44^{\circ} 24'$ west 679.5 feet along a northwesterly boundary of said Joe Viola 90.8 acre tract and its extension to a point on the southwesterly boundary of the former Bryan Airfield;

THENCE along said southwesterly boundary line of said former Bryan Airfield as follows: North $45^{\circ} 00'$ west, 1868.2 feet to a point on the southeasterly right-of-way line for Pitts-Bridge Road;

THENCE north 45° 21' east, 1034.1 feet along the said southeasterly right-of-way line for said Pitts-Bridge Road to a point;

THENCE departing from the southeasterly right-of-way line for said Pitts-Bridge Road north 45° 24' west, 30.0 feet to a point in the center line of the said Pitts-Bridge Road, said point being on the southwesterly boundary of said former Bryan Airfield;

THENCE departing from said former Bryan Airfield along the center line of the said Pitts-Bridge Road as follows: North 45° 11' east, 1246.1 feet to a point;

THENCE north 47° 30' east, 300.8 feet to a point;

THENCE north 51° 45' east, 52.6 feet to a point;

THENCE departing from said center line of said Pitts-Bridge Road south 47° 43' east, 1589.6 feet along the southwesterly line of the Joe Messina Lane to a point on the northwesterly line of the sforesaid Joe Viola 90.8 acre tract;

THENCE south 45° 40' west, 2041.0 feet along the said northwesterly line of the said Joe Viola 90.8 acre tract to the point of beginning, and containing 101.7 acres, more or less.

IT IS FURTHER UNDERSTOOD and AGREED that the above-referenced TRACT BA-50 was acquired and is SUBJECT to the rights of Bryan and Central Texas Interurban Railway Company under that certain right-of-way deed dated May 28, 1913, recorded in Book 44, Page 223, of the Deed Records of Brazos County, Texas; and said Tract BA-50 is further SUBJECT to a utility easement granted the City of Bryan, Texas, which essement deed, dated April 19, 1937, is recorded in Book 98, Page 124, of the Deed Records of Brazos County, Texas, to which reference is made; and this tract is conveyed SUBJECT to these two reservations Tract BA-50 is described as follows:

TRACT BA-50

A tract of land situated in the County of Brazos, State of Texas, being part of the James Curtis, Jr., Survey (A-12); and being more particularly described as follows, all bearings being referred to true north:

BEGINNING at the intersection of the southerly line of the right-of-way for Texas State Highway No. 21 and a northwesterly line of the Madison Bradley 119.5 acre tract;

THENCE south 44° 30' west, 2422.3 feet along a northwesterly line of said Madison Bradley 119.5 acre tract, the northwesterly line of the Mike Bowser 9.5 acre tract, and the northwesterly line of the George W. Persons 12.6 acre tract to a point on the northerly line of the right-of-way for the Bryn-Moseley Ferry Road;

THENCE south $77^{\circ} 46'$ west, 54.7 feet along said northerly right-of-way line to a point;

THENCE, departing from said northerly right-of-way line, north $44^{\circ} 30'$ east, 2422.4 feet to a point on the southerly right-of-way line for aforesaid Texas State Highway No. 21;

THENCE north $77^{\circ} 49'$ east, 54.6 feet along said southerly right-of-way line to the point of beginning, containing 1.7 acres, more or less.

IT IS UNDERSTOOD and AGREED that the above-referenced TRACT BA-56 was acquired and is SUBJECT to the rights of the public and adjoining land owners in access to the public roads, and the right of water flowage through drainage ditches across a portion of the tract as a covenant running with the land in a deed from M. F. Dansby to Ross Beneventi and Paul Stalloni, dated November 4, 1911, and recorded in Volume 37, Page 293, Deed Records of Brazos County, Texas; in a deed from M. F. Dansby to Joe S. Salidina, dated November 4, 1911, recorded in Volume 39, Page 195, Deed Records of Brazos County, Texas; and in deed from Joe S. Salidina et ux to N. D. Allen, dated September 2, 1944, recorded in Volume 117, Page 238, Deed Records of Brazos County, Texas; and this tract is conveyed SUBJECT to these reservations. Tract BA-56 is described as follows:

TRACT BA-56

A tract of land situated in the County of Brazos, State of Texas, being part of the James Curtis, Jr., Survey (A-12) and being more particularly described as follows:

BEGINNING at the southeast corner of Tract No. BA-26 and being in the northwest line of the N. B. Allen, Jr., property, same being also a corner on the boundary line of Bryan Air Force Base;

THENCE along the boundary line between the said N. B. Allen, Jr., and Bryan Air Force Base properties as follows: North $44^{\circ} 24'$ east, 440.2 feet to a point for the northernmost corner of said N. B. Allen, Jr., property;

THENCE south $45^{\circ} 32'$ east, 703.9 feet to a point for the northeast corner of said N. B. Allen, Jr., property;

THENCE south 1606.5 feet to a point for the southeast corner of said N. B. Allen, Jr., property;

THENCE departing from said boundary line west, 650 feet, more or less, to a point on top of a steep bank, same being the northeast bank of Brazos River and also the southwest corner of said N. B. Allen, Jr., property;

THENCE upstream with the meanders of the top of said steep bank in a northwesterly direction approximately 1450 feet to a point for the northwest corner of said N. B. Allen, Jr., property and the southeast corner of the John Regmund property;

THENCE along the common line between the said N. B. Allen, Jr., and the John Regmund properties north 44° 24' east, 945 feet, more or less, to the point of beginning and containing 40.7 acres, more or less.

IT IS UNDERSTOOD and AGREED that all of the Government-owned improvements located in and upon the above-described 1991.39 acres of land are hereby conveyed with the EXCEPTION of the following enumerated and described building

BUILDINGS EXCEPTED

<u>NUMBER</u>	<u>KNOWN AS</u>	<u>FORMER USE</u>
1.	T-40	Administration
2.	T-41, T-42, T-45 & T-503	Storage Sheds
3.	T-43 & T-44	Open Squadron
4.	T-58	Synthetic General Training Storage
5.	T-205, T-209, T-216, T-220 T-224 & T-232	Squadron Headquarters
6.	T-206, T-207, T-208, T-210, T-211, T-212, T-213, T-214, T-215, T-221, T-222, T-223, T-225, T-226, T-227, T-228, T-229, T-230, & T-231	Dormitories
7.	T-233, T-234, & T-235	Recreation
8.	217	Latrine and Showers
9.	T-246, T-247, T-248, T-249 T-250 & T-251	Officers Quarters
10.	T-255, T-256, T-257, T-258, T-259, T-260, T-268, T-269, T-270, T-277, T-278, T-279	Dormitories
11.	T-261, T-262, T-263 & T-264	Latrines
12.	T-48 & T-70	Administration
13.	T-49	Personal Equipment Storage
14.	T-66	Utility Vault
15.	T-17	Photo Lab
16.	S-15 & T-16	Post Exchange & Warehouse
17.	T-301 & T-307	Squadron Headquarters
18.	T-317 & T-328	Administrative Supply

<u>NUMBER</u> (Cont'd)	<u>KNOWN AS</u>	<u>FORMER USE</u>
19.	T-303, T-304, T-305, T-306, T-308, T-309, T-310, T-311, T-312, T-318, T-319, T-320, T-321, T-322, T-323, T-324, T-325, T-326, T-327, T-329, and T-330	Dormitories
20.	T-333 and T-335	Latrines
21.	T-332 and T-334	Recreation Lounges
22.	T-74 and T-75	Squadron Operations
23.	T-73	Parachute Storage Shed
24.	T-76	Storage Shed
25.	T-86	Administration
26.	T-87 and T-88	Field Maintenance Shops
27.	T-401, T-409, T-416	Squadron Headquarters
28.	T-402, T-403, T-405, T-406, T-407, T-408, T-413, T-414, and T-415	Dormitories
29.	T-417 and T-418	Recreation Lounges
30.	T-471, T-472, T-480, T-481, and T-482	Cadet Quarters
31.	T-485	Latrine
32.	T-493	Radio
33.	S-386	Traffic Check House
34.	S-23	AP Headquarters
35.	S-24	Storeroom
36.	S-900, S-901, S-902, S-903, S-904, S-905, S-906, S-907, S-908, S-909, S-910, S-911, S-912, S-913, S-914, S-915, S-916, S-917, S-918, S-919, S-920, S-921	Four-Family Housing Units

IT IS EXPRESSLY UNDERSTOOD and AGREED that the above-numbered buildings are EXCEPTED from this conveyance to be offered at public sale for off-site removal from the subject land; and the GRANTOR does hereby reserve unto itself, its successors in function and assigns, for a period of one (1) year from the date of sale of each building the right of ingress and egress in and upon the land to remove said building and/or buildings from said land.

IT IS FURTHER UNDERSTOOD and AGREED that Building P-775, the Service Station, together with the right of ingress and egress over the existing streets and roads to said building is EXCEPTED from this conveyance, and hereby RESERVED to the Ada Oil Company, its successors or assigns, or the legal owner of said Building to be determined.

SUBJECT to all easements, rights of way, and servitudes of record, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions, except as hereinafter limited, remainder and remainders, rents, issues and profits and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, in law as well as in equity of the said GRANTOR, of, in and to the herein described property for every part and parcel thereof with the appurtenances, except as hereinafter expressly reserved.

TO HAVE AND TO HOLD, the foregoing described property together with all and singular the rights, privileges and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever.

BE IT FURTHER KNOWN BY THESE PRESENTS:

THE GRANTOR for and in consideration of the Premises herein, and other good and valuable considerations to be paid by the GRANTEE by earning a Public Benefit Allowance of one hundred percent (100%) by the observance and performance by the GRANTEE, its successors and assigns, of the covenants, conditions, reservations and restrictions hereinafter contained does by these presents bargain, sell, grant and convey, but without warranty, express or implied, and under and subject to the covenants, conditions, reservations, restrictions, and exceptions hereinafter set forth, unto the GRANTEE, its successors and assigns, the following described property and property rights situate, lying and being in said County of Brazos, State of Texas, to-wit:

BEING 121.84 acres in Easements consisting of the following tracts:

1.

BEING those certain Utility Easements which were acquired by Declarations of Taking in Civil Action No. 1941 in the District Court of the United States for the Southern District of Texas, Houston Division, in the following tracts:

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EXHIBIT A

<u>TRACT NO.</u>	<u>ACREAGE</u>
BA-OR-1A	0.57
BA-OR-5	0.67
BA-OR-4	0.15

The estate acquired and hereby conveyed in these tracts is a perpetual easement in, over, and across the above tracts for the location, construction, operation, maintenance, repair, and patrol of electrical transmission, telephone and telegraph lines. Descriptions of these tracts are as follows:

TRACT BA-OR-1A

A tract of land 30 feet in width situated in the County of Brazos, State of Texas, being part of the James Curtis, Jr., Survey (A-12), containing 0.57 of an acre, more or less, being bounded on the southerly end by the northeasterly line of the Ernest Bradley 15.8 acre tract and on the westerly end by a southwesterly line of the Frank Kooman 102.0 acre tract, and being 15 feet on either side of the following described center line, all bearings being referred to true north:

From the most southerly corner of the Madison Bradley 20.0 acre tract, north $44^{\circ} 51'$ west, 1060 feet to the point of beginning, said point being on the northeasterly line of the said Ernest Bradley 15.8 acre tract;

THENCE north $12^{\circ} 11'$ west, 6.0 feet to a point;

THENCE north $77^{\circ} 49'$ east, 823.0 feet to a point on a southwesterly line of the said Frank Kooman 102.0 acre tract.

TRACT BA-OR-5

A tract of land 30 feet in width situated in the County of Brazos, State of Texas, being part of the James Curtis, Jr., Survey (A-12), containing 0.67 of an acre, more or less, being bounded on the southerly end by the southwesterly line of the Ernest Bradley 15.8 acre tract and on the northerly end by the northeasterly line of the said Ernest Bradley 15.8 acre tract, and being 15 feet on either side of the following described center line, all bearings being referred to true north:

From the most southerly corner of said Ernest Bradley 15.8 acre tract north $44^{\circ} 51'$ west, 250 feet to the point of beginning; said point being on the southwesterly line of the said Ernest Bradley 15.8 acre tract;

THENCE north 12° 11' west, 974.0 feet to a point on the northeasterly line of the said Ernest Bradley 15.8 acre tract.

TRACT BA-OR-4

A tract of land 30 feet in width situated in the County of Brazos, State of Texas, being part of the James Curtis, Jr. Survey (A-12), containing 0.15 of an acre, more or less, being bounded on the southerly end by the northerly line of the right-of-way for Texas State Highway No. 21 and on the northerly end by the southwesterly line of the Ernest Bradley 15.8 acre tract, and being 15 feet on either side of the following described center line, all bearings being referred to true north:

From the most southerly corner of the said Ernest Bradley 15.8 acre tract, south 77° 49' west, 130 feet to the point of beginning; said point being on the northerly line of the right-of-way for said Texas State Highway No. 21;

THENCE north 12° 11' west, 220.0 feet to a point on the southwesterly line of the said Ernest Bradley 15.8 acre tract.

2.

BEING those certain Easements for a railroad right-of-way which were acquired by Declarations of Taking in Civil Action No. 8447 in the District Court of the United States for the Southern District of Texas, Houston Division, over the following tracts:

<u>TRACT NO.</u>	<u>ACREAGE</u>
BA-RR-1	2.05
BA-RR-2	1.05
BA-RR-3	1.19

The estate acquired and hereby conveyed in the above tracts of land is a perpetual easement in, on, under, over, and across said tracts, together with any and all improvements thereon and all appurtenances thereto for the construction, maintenance, operation, and patrol of a railroad spur. Descriptions of these tracts are as follows:

TRACT BA-RR-1

A perpetual easement in, over, upon and across all that certain tract of land situated in the John Williams Survey, Abstract No. 237 in Brazos County, Texas, being out of a

tract of 43.5 acres conveyed to Henry Regmund and wife, Barbara Regmund, by F. J. Regmund, et al, by deed dated December 31, 1909, recorded in Volume 34, Page 517, Deed Records of Brazos County, Texas, being a 50-foot strip of land for a railroad right-of-way spur to serve the Air Corps Advanced Single Engine School near Bryan, Texas, and being 25 feet on each side of the center line of said railroad spur track, said 50-foot strip or tract of land being more particularly described as follows;

Commencing at a point where the International-Great Northern Railroad Company's south property line intersects the west line of Public Road, the center line of which crosses the center line of said Railroad Company main line tract at chainage Station 890 + 70 I.C.C., said point being 50 feet distant southerly at right angles from the center line of said main line track;

THENCE north $86^{\circ} 31'$ west along said Railroad Company's south property line, 50 feet from and parallel with the center line of said main line track, a distance of 364 feet to the point of beginning.

THENCE south $86^{\circ} 45'$ west a distance of 7 feet to a point, said point being the P. C. of a curve to the left having a radius of 1248.57 feet, and being 25 feet distant southerly at right angles from the center line of said proposed spur track;

THENCE southwesterly on said curve to the left, 25 feet from and parallel with the center line of said proposed spur track, a distance of 1366.6 feet to the P. T. of said curve;

THENCE south 24° west on a tangent to said curve, 25 feet from and parallel with the center line of said proposed spur track, a distance of 526.27 feet to a point in the southerly line of said Henry and Barbara Regmund tract of 43.5 acres, said point being north $44^{\circ} 55'$ west a distance of 151.2 feet from the south-easterly corner of said Henry and Barbara Regmund 43.5 acre tract;

THENCE north $44^{\circ} 55'$ west along said Henry and Barbara Regmund southerly line, at 26.8 feet cross the center line of said proposed spur track, at 53.6 feet point for corner which is 25 feet distant westerly at right angles from the center line of said proposed spur track;

THENCE north 24° east 25 feet from and parallel with said center line, a distance of 507 feet to the P. C. of a curve to the right having a radius of 1298.57 feet;

THENCE northeasterly on said curve to the right, 25 feet from and parallel with the center line of said proposed spur track, a distance of 1177.25 feet to a point in said Railroad Company's south property line, said point being 50 feet distant southerly at right angles from the center line of said main line track;

THENCE south $86^{\circ} 31'$ east along said Railroad Company's south property line, 50 feet from and parallel with the center line of said main line track, at 111 feet cross the center line of said proposed spur track, at 245 feet the point of beginning, containing 2.05 acres, more or less.

TRACT BA-RR-2

A perpetual easement in, over, upon, and across all that certain tract of land situated in the John Williams Survey, Abstract No. 237, in Brazos County, Texas, being out of a tract of 82.5 acres of land conveyed to Herman F. Wehrman by J. H. Wehrman, et al, by deed dated October 24, 1927, and recorded in Volume 71, page 34, of the Deed Records of Brazos County, Texas, being a 50-foot strip of land for right-of-way of railroad spur to serve the Air Corps Advanced Single Engine School near Bryan, Texas, and being 25 feet on each side of the center line of said railroad spur track; said 50-foot strip or tract of land being more particularly described as follows:

Commencing at a point where the northeasterly line of said Herman F. Wehrman 82.5 acre tract intersects the north right-of-way line of State Highway No. 21;

THENCE north $44^{\circ} 55'$ west along the Herman F. Wehrman northeasterly line, a distance of 2077.2 feet to the point of beginning, said point being 25 feet distant easterly at right angles from the center line of said proposed spur track;

THENCE south 24° west 25 feet from and parallel with the center line of said proposed spur track, a distance of 911 feet to a point in the southwesterly line of said Herman F. Wehrman 82.5 acre tract, said point being in the center line of farm road;

THENCE north $44^{\circ} 55'$ west along the center line of said farm road and southwesterly line of Herman F. Wehrman 82.5 acre tract, at 26.8 feet cross the center line of said proposed spur track, at 53.6 feet point for corner which is 25 feet distant westerly at right angles from the center line of said proposed spur track;

THENCE north 24° east 25 feet from and parallel with the center line of said proposed spur track, a distance of 911 feet to a point in the northeasterly line of said Herman F. Wehrman 82.5 acre tract;

THENCE south $44^{\circ} 55'$ east along the northeasterly line of said Herman F. Wehrman 82.5 acre tract, at 26.8 feet cross the center line of said proposed spur track, at 53.8 feet the point of beginning, containing 1.05 acres, more or less.

TRACT BA-RR-3

A perpetual easement in, over, upon and across all that certain tract of land situated in the John Williams Survey, Abstract No. 237, in Brazos County, Texas, being out of a tract of 81 acres of land conveyed to Fred A. Wehrman by J. H. Wehrman et ux. by deed dated October 24, 1927, and recorded in Volume 71, page 35, of the Brazos County Deed Records, being a 50-foot strip of land for right-of-way of railroad spur to serve the Air Corps Advanced Single Engine School near Bryan, Texas, and being 25 feet on each side of the center line of said railroad spur track; said 50-foot strip or tract of land being more particularly described as follows:

Commencing at a point where the northeasterly line of the Fred A. Wehrman 81 acre tract intersects the north right-of-way line of State Highway No. 21;

THENCE north $44^{\circ} 55'$ west along the northeasterly line of said Fred A. Wehrman 81 acre tract, a distance of 1190.2 feet to the point of beginning, said point being 25 feet distant easterly at right angles from the center line of said proposed spur track;

THENCE south 24° west 25 feet from and parallel with said center line, a distance of 156.01 feet to the P. C. of a curve to the left having a radius of 1885.08 feet;

THENCE southerly on said curve to the left 25 feet from and parallel with the center line of said proposed spur track, a distance of 789.04 feet to the P. T. of said curve;

THENCE south, on a tangent to said curve, 25 feet from and parallel with the center line of said spur track, a distance of 97.05 feet to a point in the southwesterly line of said Fred A. Wehrman 81 acre tract;

THENCE north 45° west, along the southwesterly line of said Fred A. Wehrman 81 acre tract, at 35.3 feet cross the center line of said proposed spur track, at 70.6 feet point for corner, which is 25 feet distant westerly at right angles from the center line of said proposed spur track;

THENCE north 25 feet from and parallel with said center line a distance of 47.05 feet to the P. C. of a curve to the right having a radius of 1935.08 feet;

THENCE northerly on said curve to the right, 25 feet from and parallel with the center line of said proposed spur track, a distance of 809 feet to the P. T. of said curve;

THENCE north 24° east 25 feet from and parallel with said center line, a distance of 175.29 feet to a point in the northeasterly line of said Fred A. Wehrman 81 acre tract;

THENCE south $44^{\circ} 55'$ east along the northeasterly line of said Fred A. Wehrman 81 acre tract, at 26.8 feet cross the center line of said proposed spur track at 53.6 feet the point of beginning, containing 1.19 acres, more or less.

3.

BEING that certain Drainage Easement which was acquired over Tract 55-E, containing 1.40 acres, by deed dated October 19, 1942, and recorded in Volume 158, Page 315, of the Deed Records of Brazos County, Texas. The estate acquired and hereby conveyed in this tract is an easement for the location and maintenance of a drainage ditch or canal across this tract, with the right of ingress and egress for the purpose of maintaining such drainage ditch or canal, so long as the United States Army shall own the land now constituting what is locally designated as "Bryan Airfield". IT APPEARS that this easement will revert to the former owner by the sale of this property to the GRANTEE herein; however, the purpose of including it in this conveyance is to convey the interest, if any, the United States of America might have in this drainage ditch. Tract 55-E is described as follows:

Part of the James Curtis, Jr., Survey, Abstract No. 12, in Brazos County, Texas, and being approximately thirty-two (32) acres remaining out of a tract originally containing seventy-four and one-tenth ($74\frac{1}{10}$) acres, and described as "First Tract" in deed to Sam N. Fachorn by Ross Boneno, dated December 2, 1939, and recorded in Volume 101, Page 542, of the Brazos County Deed Records and more particularly described as follows:

BEGINNING at a point in the northwest line of the Sam N. Fachorn tract, said point bearing south $48^{\circ} 36'$ west 684.1 feet from the north corner;

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THENCE along the meanders of the present channel in a south and southeasterly direction to a point in the east line in the Sam N. Fachorn tract; said point bearing south 5° 58' east, 1134.07 feet from the north corner of said tract;

THENCE along the east line of said tract 769.41 feet to the end of said tract;

The above described easement is 40 feet wide across the tract with the meanders of the present channel being the center line and then narrowing to 20 feet wide along the County road and the east line of the Sam N. Fachorn property;

AND containing 1.40 acres of land.

4.

BEING those certain Avigation Easements which were acquired by Declarations of Taking in Civil Action No. 8599 in the District Court of the United States for the Southern District of Texas, Houston Division, in the following tracts;

<u>TRACT NO.</u>	<u>ACREAGE</u>
58-E	1.20
59-E	5.38
60-E	16.90
61-E	15.80
62-E	7.90
68-E	0.62

The estate acquired and hereby conveyed in Tracts 58-E, 59-E, and 60-E is as follows;

The continuing perpetual right to cut to ground level, remove, and prohibit the growth of such trees, bushes, shrubs, or any other perennial growth or undergrowth which could in the future infringe upon, or extend into, or above the Glide Angle Plane and/or the Transitional Plane, described as follows:

RUNWAY APPROACH ZONE

The runway approach zone is described as follows: Beginning at a point in the line of prolongation of the center line of the North-South Runway of the Bryan Air Force Base level with and 1000 feet distant from the end of said runway;

THENCE to the right forming an interior angle of $90^{\circ} 00' 00''$ with the line of prolongation of the center line of the runway, 750 feet to a point;

THENCE to the left forming an interior angle of $97^{\circ} 07' 30''$ with the last mentioned line, 10,077.82 feet to a point;

THENCE to the left forming an interior angle of $82^{\circ} 52' 30''$ with the last mentioned line, 4000 feet to a point;

THENCE to the left forming an interior angle of $82^{\circ} 52' 30''$ with the last mentioned line 10,077.82 feet to a point 750 feet from the point of beginning;

THENCE to the left forming an interior angle of $97^{\circ} 07' 30''$ with said last mentioned line, 750 feet to the point of beginning.

GLIDE ANGLE PLANE

The glide angle plane is a trapezoidal plane extending over the runway approach zone starting at an elevation equivalent to the center line elevation at the end of the runway and sloping upward from the narrower end at a rate of 1 foot vertically for each 500 feet horizontally.

TRANSITIONAL PLANES

The transitional planes extend upward and outward (a) from the inside lines of the transitional zones, along the runway and prolongations thereof above defined, and (b) from the outside boundaries of the glide angle planes sloping upward at a rate of 1 foot vertically for each 7 feet horizontally, measured at right angles to the center line of the runway involved.

The estate acquired and hereby conveyed in Tracts 61-E, 62-E, and 68-E is: The continuing perpetual right to cut to ground level, remove, and prohibit the growth of such trees, bushes, shrubs, or any other perennial growth or undergrowth which could in the future infringe upon, or extend into, or above the Glide Angle Plane, as described above.

There was also acquired and hereby conveyed in Tracts 58-E, 59-E, 60-E, 61-E, 62-E, and 68-E the right to prohibit the future construction of buildings, or other structures from infringing upon, or extending into or above the Glide Angle Plane and/or Transitional Plane, as described above.

The descriptions of Tracts 58-E, 59-E, 60-E, 61-E, 62-E, and 68-E are:

TRACT 58-E

A tract of land situated in the County of Brazos, State of Texas, being part of the James Curtis, Jr. Survey (A-12), and being more particularly described as follows:

From the center line of the north end of the westernmost north-south runway of Bryan Air Force Base north $10^{\circ} 00'$ east, 3590 feet to the point of beginning, said point being the west corner of this tract, and being also in the southwest line of the Frank Kocman Estate property;

THENCE along the north line of this tract east, 300 feet to a point in the westerly line of a 30.8 acre tract of land known as Tract BA-OR-2 of Bryan Air Force Base, Avigation Easement for same obtained from Frank Kocman, Estate, dated 28 September, 1943, said point being also the east corner of this tract;

THENCE along the westerly line of said Tract BA-OR-2 of Bryan Air Force Base south $09^{\circ} 00'$ east, 360 feet to a point in the northeast line of the Madison Bradley property, same being the south corner of said Frank Kocman Estate property;

THENCE along the common line between said Frank Kocman Estate and Madison Bradley properties north $44^{\circ} 51'$ west, 500 feet to the point of beginning and containing 1.20 acres, more or less.

TRACT 59-E

A tract of land situated in the County of Brazos, State of Texas, being part of the James Curtis, Jr. Survey (A-12), and being more particularly described as follows:

From the center line of the north end of the westernmost north-south runway of Bryan Air Force Base north $25^{\circ} 50'$ east, 2570 feet to the point of beginning, said point being the intersection of the west line of Tract No. BA-OR-2 Avigation Easement of Bryan Air Force Base with the northerly right-of-way line of State Highway No. 21, same being the southeast corner of this tract and the southwest corner of said Tract No. BA-OR-2 of Bryan Air Force Base, same being a 30.8 acre tract of land, Avigation Easement obtained from Frank Kocman, Estate, dated 28 September, 1943;

THENCE along the northwesterly right-of-way line of said state highway south $77^{\circ} 49'$ west, 570 feet to a point, same being the southwest corner of said Frank Kocman, Estate property and the southeast corner of the Frank J. Kocman property;

THENCE along the common line between said Frank Kocman, Estate and Frank J. Kocman properties north $45^{\circ} 00'$ west, 190 feet to a point in the southeast line of the Ernest Bradley, Estate, same being the westernmost corner of said Frank Kocman, Estate property and the northernmost corner of said Frank J. Kocman property;

THENCE along the common line between said Frank Kocman, Estate property on the right and the Ernest Bradley Estate and the Madison Bradley properties on the left north $45^{\circ} 09'$ east, 807.8 feet to a point in the westerly line of said Tract BA-OR-2 of Bryan Air Force Base for the northernmost corner of this tract;

THENCE along the westerly line of said Tract BA-OR-2 south 09° 00' east 560 feet to the point of beginning, containing 5.38 acres, more or less.

TRACT 61-E

A tract of land situated in the County of Brazos, State of Texas, being part of the James Curtis, Jr. Survey (A-12), and being more particularly described as follows:

From the center line of the north end of the westernmost north-south runway of Bryan Air Force Base north 08° 27' east, 2170 feet to the point of beginning, said point being the southernmost corner of the Ernest Bradley, Estate property, and the easternmost corner of the Oscar Johnson property, same being also in the northwest line of the Frank J. Kocman property;

THENCE along the common line between said Ernest Bradley, Estate and the Oscar Johnson properties north 45° 00' west, 1324 feet to a point in the southeast line of the Mrs. Joe J. Frazzino property for the westernmost corner of said Ernest Bradley, Estate property and the northernmost corner of said Oscar Johnson property;

THENCE along the common line between said Ernest Bradley, Estate property on the right and said Mrs. Joe J. Frazzino and the J. Kalinex properties on the left north 45° 00' east, 523 feet to a point for the northernmost corner of said Ernest Bradley, Estate property and the westernmost corner of the Madison Bradley property;

THENCE along the common line between said Ernest Bradley, Estate and Madison Bradley properties south 45° 00' east, 1308 feet to a point in the northwest line of the Frank Kocman Estate property for the easternmost corner of said Ernest Bradley, Estate property and the southernmost corner of said Madison Bradley property;

THENCE along the common line between said Ernest Bradley, Estate property on the right and the Frank Kocman, Estate and the Frank J. Kocman properties on the left south 45° 09' west, 523 feet to the point of beginning and containing 15.80 acres, more or less.

TRACT 62-E

A tract of land situated in the County of Brazos, State of Texas, being part of the James Curtis, Jr. Survey (A-12), and being more particularly described as follows:

From the center line of the north end of the westernmost north-south runway of Bryan Air Force Base north 02° 04' east, 2010 feet to the point of beginning, said point being the southwest corner of the Oscar Johnson property and the southeast corner of the Zula Bradley Jones Property;

THENCE along the common line between said Oscar Johnson and the Zula Bradley Jones properties north 45° 00' west, 1200 feet to a point in the south-east line of the Mrs. Joe J. Frazzino property for the westernmost corner of said Oscar Johnson property and the northernmost corner of the said Zula Bradley Jones property;

THENCE along the common line between said Oscar Johnson and the Mrs. Joe J. Frazzino properties north $45^{\circ} 00'$ east, 268 feet to a point for the northernmost corner of said Oscar Johnson property and the westernmost corner of the Ernest Bradley, Estate property;

THENCE along the common line between said Oscar Johnson and Ernest Bradley, Estate properties south $45^{\circ} 00'$ east, 1324 feet to a point in the northwest line of the Frank J. Kocman property for the easternmost corner of said Oscar Johnson property and the southernmost corner of said Ernest Bradley, Estate property;

THENCE along the common line between said Oscar Johnson and Frank J. Kocman properties south $45^{\circ} 09'$ west, 75 feet to a point in the north right-of-way line of State Highway No. 21 for the southeast corner of said Oscar Johnson property and the westernmost corner of said Frank J. Kocman property;

THENCE along the north right-of-way line of said State Highway south $77^{\circ} 49'$ west, 180 feet to the point of beginning and containing 7.90 acres, more or less.

TRACT 68-E

A tract of land situated in the County of Brazos, State of Texas, being part of the James Curtis, Jr. Survey (A-12), and being more particularly described as follows:

From the center line of the north end of the westernmost north-south runway of Bryan Air Force Base north $07^{\circ} 53'$ east, 2080 feet to the point of beginning, said point being the intersection of the northwest line of the Frank J. Kocman property with the north right-of-way line of State Highway No. 21, same being in the southwest line of the Oscar Johnson property, and being also the southwest corner of said Frank J. Kocman property;

THENCE along the common line between said Frank J. Kocman property on the right and the Oscar Johnson and the Ernest Bradley, Estate properties on the left north $45^{\circ} 09'$ east, 280 feet to a point for the northernmost corner of said Frank J. Kocman property and the westernmost corner of the Frank Kocman Estate;

THENCE along the common line between said Frank J. Kocman and the Frank Kocman, Estate properties south $45^{\circ} 00'$ east, 190 feet to a point in the north right-of-way line of said State Highway No. 21, same being the easternmost corner of said Frank J. Kocman property;

THENCE along the northerly right-of-way line of said state highway south $77^{\circ} 49'$ west, 350 feet to the point of beginning and containing 0.62 acres, more or less.

TRACT 60-E

A tract of land situated in the County of Brazos, State of Texas, being part of the James Curtis, Jr. Survey (A-12), and being more particularly described as follows:

From the center line of the north end of the westernmost north-south runway of Bryan Air Force Base north 15° 15' east, 2625 feet to the point of beginning, said point being the southernmost corner of the Madison Bradley property and the easternmost corner of the Ernest Bradley Estate property, and being also in the northwest line of the Frank Kocman Estate property;

THENCE along the common line between said Madison Bradley and Ernest Bradley, Estate properties north 45° 00' west, 1277.7 feet to the westernmost corner of said Madison Bradley property and the northernmost corner of said Ernest Bradley Estate property, same being in the southeast line of the J. Kalinec property;

THENCE along the common line between said Madison Bradley and J. Valenic properties north 45° 00' east, 145 feet to a point for the northeast corner of this tract;

THENCE along the north line of this tract east, 775 feet to a point in the northeast line of said Madison Bradley Property, same being the south-west line of the Frank Kocman, Estate property, for the northeast corner of this tract;

THENCE along the common line between said Madison Bradley property on the right and said Frank Kocman Estate, property and Tract BA-OR-2 of Bryan Air Force Base, (Avigation Easement for same obtained from Frank Kocman, Estate, dated 28 September 1943), on the left south 44° 51' east, 767.5 feet to a reentrant corner of said Tract BA-OR-2 of Bryan Air Force Base, same being also the easternmost corner of said Madison Bradley property;

THENCE along the common line between said Madison Bradley property on the right and said Tract BA-OR-2 of Bryan Air Force Base and the Frank Kocman Estate properties on the left south 45° 09' west, 683.2 feet to the point of beginning and containing 16.90 acres, more or less.

5.

Clearance Easements were acquired and hereby conveyed over Tracts 63-E, 64-E, and 65-E by the following deeds:

<u>TRACT NO.</u>	<u>ACREAGE</u>	<u>DEED DATE</u>	<u>RECORDING DATA</u>
63-E	7.90	3-19-54	Page 568, Vol. 167
64-E	10.50	4-4-55	Page 346, Vol. 168
65-E	12.40	5-23-55	Page 56, Vol. 169

Tracts 63-E, 64-E, and 65-E are described as follows:

TRACT 63-E

A tract of land situated in the County of Brazos, State of Texas, being part of the James Curtis, Jr. Survey (A-12), and being more particularly described as follows:

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From the center line of the north end of the westernmost north-south runway of Bryan Air Force Base north $02^{\circ} 04'$ east, 2010 feet to the point of beginning, said point being the southeast corner of the Zula Bradley Jones property and the southwest corner of the Oscar Johnson property, same being also in the north right-of-way line of State Highway 21;

THENCE along the north right-of-way line of said State Highway south $77^{\circ} 49'$ west, 335 feet to a point for the southwest corner of said Zula Bradley Jones property and the southeast corner of the Lily E. Smith property;

THENCE along the common line between said Zula Bradley Jones and the Lily E. Smith properties north $45^{\circ} 00'$ west, 990 feet to a point in the southeast line of the Mrs. Joe J. Frazzino property for the westernmost corner of said Zula Bradley Jones property and the northernmost corner of said Lily E. Smith property;

THENCE along the common line between said Zula Bradley Jones and the Mrs. Joe J. Frazzino properties north $45^{\circ} 00'$ east, 330 feet to a point for the northernmost corner of said Zula Bradley Jones property and the westernmost corner of said Oscar Johnson property;

THENCE along the common line between said Zula Bradley Jones and the Oscar Johnson properties south $45^{\circ} 00'$ east, 1200 feet to the point of beginning and containing 7.90 acres, more or less.

TRACT 6A-E

A tract of land situated in the County of Brazos, State of Texas, being part of the James Curtis, Jr. Survey (A-12), and being more particularly described as follows:

From the center line of the north end of the westernmost north-south runway of Bryan Air Force Base north $08^{\circ} 30'$ west, 1945 feet to the point of beginning, said point being the southeast corner of the Lily E. Smith property and the southwest corner of the Zula Bradley Jones property, said point being also in the north right-of-way line of State Highway No. 21;

THENCE along the north right-of-way line of said State Highway south $77^{\circ} 49'$ west, 910 feet to a point for the southwest corner of this tract;

THENCE along the west line of this tract north, 725 feet to a point in the southeast line of the Mrs. Joe J. Frazzino property for the northwest corner of this tract;

THENCE along the common line between said Lily E. Smith and Mrs. Joe J. Frazzino properties north $45^{\circ} 00'$ east, 265 feet to a point for the northernmost corner of said Lily E. Smith property and the westernmost corner of the Zula Bradley Jones property;

THENCE along the common line between said Lily E. Smith and the Zula Bradley Jones properties south $45^{\circ} 00'$ east, 990 feet to the point of beginning and containing 10.50 acres, more or less.

TRACT 65-E

A tract of land situated in the County of Brazos, State of Texas, being part of the James Curtis, Jr. Survey (A-12), and being more particularly described as follows:

From the center line of the north end of the westernmost north-south runway of Bryan Air Force Base north $07^{\circ} 10'$ west, 3,265 feet to the point of beginning, said point being the easternmost corner of the Mrs. Joe J. Frazzino property and the southernmost corner of the J. Kalinec property, said point being also in the northwest line of the Ernest Bradley, Estate property;

THENCE along the common line between said Mrs. Joe J. Frazzino property on the right and said Ernest Bradley, Estate, the Oscar Johnson, the Zula Bradley Jones, and the Lily E. Smith properties on the left, south $45^{\circ} 00'$ west, 1,150 feet to a point for the southernmost corner of this tract;

THENCE along the west line of this tract north 1,050 feet to a point for the northwest corner of this tract;

THENCE along the north line of this tract east, 570 feet to a point in the northeast line of said Mrs. Joe J. Frazzino property, same being also the southwest line of the J. Kalinec property, for the northeast corner of this tract;

THENCE along the common line between said Mrs. Joe J. Frazzino and J. Kalinec properties south $45^{\circ} 00'$ east, 365 feet to the point of beginning and containing 12.40 acres, more or less.

6.

By deed dated December 11, 1954, recorded in Volume 166, Page 494, Deed Records of Brazos County, Texas, the GRANTOR acquired an easement in acquisition Tract 66-E, containing 1.50 acres. The estate acquired and hereby conveyed to the GRANTEE is: A perpetual and assignable easement and right-of-way for the free and unobstructed passage of aircraft in, through, and across the air space above the Glide Angle Plane, hereinafter described, over so much of the following described parcel of land in Brazos County, State of Texas, and lies within the Runway Approach Zone, hereinafter more particularly described, for the north-south runway of the Bryan Air Force Base, to-wit:

GLIDE ANGLE PLANE

The glide angle plane is a trapezoidal plane extending over the runway approach zone starting at an elevation equivalent to the center line elevation at the end of the runway and sloping upward from the narrower end at a rate of one foot vertically for each 30 feet horizontally.

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EXHIBIT A

RUNWAY APPROACH ZONE

The runway approach zone is described as follows: Beginning at a point in the line of prolongation of the center line of the North-South Runway of the Bryan Air Force Base, level with and 1,000 feet distant from the north end of said runway;

THENCE to the right forming an interior angle of $90^{\circ} 00' 00''$ with the line of prolongation of the center line of the runway, 750 feet to a point;

THENCE to the left forming an interior angle of $97^{\circ} 07' 30''$ with the last mentioned line, 10,077.82 feet to a point;

THENCE to the left forming an interior angle of $82^{\circ} 52' 30''$ with the last mentioned line, 4,000 feet to a point;

THENCE to the left forming an interior angle of $82^{\circ} 52' 30''$ with the last mentioned line, 10,077.82 feet to a point 750 feet from the point of beginning;

THENCE to the left forming an interior angle of $97^{\circ} 07' 30''$ with the last said mentioned line, 750 feet to the point of beginning.

Tract 66-E is described as follows:

TRACT 66-E

A tract of land situated in the County of Brazos, State of Texas, being part of the James Curtis, Jr. Survey (A-12), and being more particularly described as follows:

From the center line of the north end of the westernmost north-south runway of Bryan Air Force Base north $07^{\circ} 10'$ west 3265 feet to the point of beginning, said point being the southernmost corner of the J. Kalinec property and the easternmost corner of the Mrs. Joe J. Fraxzino property and being also in the northwest line of the Ernest Bradley Estate property;

THENCE along the common line between said J. Kalinec and the Mrs. Joe J. Fraxzino properties north $45^{\circ} 00'$ west, 365 feet to a point for the westernmost corner of this tract;

THENCE along the north line of this tract east, 530 feet to a point in the southeast line of said J. Kalinec property, same being also the northwest line of the Madison Bradley property, for the easternmost corner of this tract;

THENCE along the common line between said J. Kalinec property on the right and said Madison Bradley and the Ernest Bradley Estate properties on the left south $45^{\circ} 00'$ west, 381 feet to the point of beginning, containing 1.50 acres, more or less.

IT IS EXPRESSLY UNDERSTOOD and AGREED that the GRANTOR did acquire a permit for the construction, operation, and maintenance of a railroad spur track across State Highway No. 21 from the State of Texas, identified as acquisition Tract 31-F; that Article IV of the permit requires the GRANTOR to remove the said track across the highway and to restore the premises in the event of abandonment of the airfield and the track is no longer needed by the GRANTOR for national defense; and that the obligations of the GRANTEE, as well as the rights of the GRANTOR on this permit, are hereby conveyed to the GRANTEE, its successors and assigns.

SUBJECT to all easements, rights-of way, and servitudes of record; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions, except as hereinafter limited, remainder and remainders, rents, issues and profits and also all the estate, right, title, interest, property, possession, claim and demand whatsoever in law as well as in equity of the said GRANTOR, of, in, and to the herein described property for every part and parcel thereof with the appurtenances, except as hereinafter expressly reserved.

TO HAVE AND TO HOLD the foregoing described property together with all and singular the rights, privileges, and appurtenances thereto in any wise belonging, unto The State of Texas, acting by and through the Board of Directors of the Agricultural and Mechanical College of Texas, its successors in function and assigns, in fee simple; PROVIDED, HOWEVER, that this deed is made and accepted upon each of the following conditions subsequent which shall be binding upon and enforceable against said GRANTEE, its successors or assigns, and each of them as follows:

1. That for a period of twenty (20) years from the date of this deed the above-described property herein conveyed, shall be utilized continuously for educational and research purposes in accordance with the plan set forth in the above-referenced application and amendments and for no other purposes.

2. That during the aforesaid period of twenty (20) years the GRANTEE will resell, rent, lease, mortgage, encumber, or otherwise dispose of the above-described property, or any part thereof or interest therein, only as the Department of Health, Education, and Welfare or its successor in function, in accordance with existing regulations, may authorize in writing.

3. That one (1) year from the date of this deed, and annually thereafter for the aforesaid period of twenty (20) years, unless the Department of Health, Education, and Welfare or his successor in function otherwise directs, the GRANTEE, its successors or assigns, will file with the Department of Health, Education, and Welfare or its successor in function, reports on the operation and maintenance of the above-described property, and will furnish as requested, such other pertinent data evidencing continuous use of the property for the purposes specified in the above-referenced application and amendments.

In the event of a breach of any of the conditions set forth above whether caused by the legal or other inability of the GRANTEE, its successors or assigns, to perform any of the obligations herein set forth, all right, title, and interest in and to the herein described property shall, at the GRANTOR'S option, revert to and become the property of the United States of America, which shall have an immediate right of entry thereon, and the GRANTEE, its successors and assigns, shall forfeit all right, title, and interest in and to the above-described property and in any and all of the tenements, hereditaments and appurtenances thereunto belonging.

PROVIDED, HOWEVER, that the failure of the Department of Health, Education, and Welfare, or its successor in function, to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any of such conditions, but the GRANTEE'S obligations with respect to such future performance shall continue in full force and effect.

PROVIDED FURTHER, that in the event the United States of America fails to exercise its option to re-enter the above-described property for any such breach of said conditions within twenty-one (21) years from the date of this conveyance, the conditions set forth above, together with all rights of the United States of America to re-enter as herein provided, shall, as of that date terminate and be extinguished.

In the event title to the above-described premises is reverted to the United States of America for non-compliance or voluntarily reconveyed in lieu of reverter, the GRANTEE, at the option of the Department of Health, Education, and Welfare, or its successor in function, shall be responsible and be required to reimburse the United States of America for the decreased value of the above-described property not due to reasonable wear and tear, the common enemy, acts of God, and alterations and conversions made by the GRANTEE to adapt the property to the use for which the property was acquired. The United States of America shall, in addition thereto, be reimbursed for such damages, including such costs as may be incurred in recovering title to or possession of the property as it may sustain as the result of non-compliance.

The GRANTEE may secure abrogation of the conditions designated 1, 2, and 3 herein by:

First. Obtaining the consent of the Department of Health, Education, and Welfare, or its successor in function; and

Second. Payment to the United States of America of the public benefit allowance granted to the GRANTEE of One Hundred Percent (100%) from the fair value of Three million six hundred fifty-one thousand and ninety Dollars (\$3,651,090.00), less a credit at the rate of five percent (5%) for each twelve (12) months during which the property has been kept, maintained, and utilized in accordance with the purpose set forth in the above-referenced application and amendments.

The GRANTEE by the acceptance of this deed, covenants and agrees, for itself, its successors and assigns, that in the event the property conveyed hereby is sold, leased, mortgaged, encumbered, or otherwise disposed of,

or is used for purposes other than those set forth in the above-identified application or amendments without the consent of the Department of Health, Education, and Welfare, all revenues or the reasonable value, as determined by the Department of Health, Education, and Welfare, of benefits to the GRANTEE, its successors and assigns deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal or use (or the reasonable value as determined by the Department of Health, Education, and Welfare of any other unauthorized use) shall be considered to have been received and held in trust by the GRANTEE, its successors and assigns, for the United States of America and shall be subject to the direction and control of the Department of Health, Education, and Welfare.

The GRANTEE by the acceptance of this deed, further covenants and agrees, for itself, its successors and assigns, that if the GRANTEE, its successors and assigns, shall cause any of said improvements to be insured against loss, damage or destruction and any such loss, damage or destruction shall occur during the period the GRANTEE, its successors or assigns, holds title to said property subject to said conditions 1, 2, and 3 said insurance and all moneys payable to the GRANTEE, its successors or assigns, thereunder shall be held in trust by the GRANTEE, its successors or assigns, and shall be promptly used by the GRANTEE, its successors or assigns, for the purpose of repairing such improvements and restoring the same to their former condition, or, if not so used, shall be paid over to the Treasurer of the United States in an amount not exceeding the unamortized public benefit allowance of the buildings, structures or improvements lost, damaged, or destroyed.

The GRANTEE further covenants and agrees, for itself, its successors and assigns, that during the aforesaid period of twenty (20) years all revenues or the reasonable value, as determined by the Department of Health, Education, and Welfare, of benefits to the GRANTEE its successors or assigns, deriving directly or indirectly from any and all mineral leases or royalties, or from the extraction of petroleum, gas, hydrocarbons, minerals, or other ores or substances from the property hereby conveyed shall be held in trust

by the GRANTEE, its successors or assigns for the United States of America and shall be subject to the direction and control of the Department of Health, Education, and Welfare; and the GRANTEE, further covenants and agrees, for itself, its successors and assigns that the United States of America, or its assigns, may at its option, at any time during the aforesaid period of twenty (20) years, re-enter and effect reverter of all right, title, and interest in and to the subsurface rights and interests in the property hereby conveyed; and the GRANTEE further covenants and agrees, for itself, its successors and assigns, that upon the exercise of the above-mentioned option by the United States of America, or its assigns, the GRANTEE, its successors and assigns, will execute and deliver to the United States of America, or its assigns, any and all instruments determined by the United States of America, or its assigns, to be necessary, in accordance with the law of the State of Texas, to effect such retransfer of title and to retransfer to the United States of America, its assigns, lessees, agents or any other person acting pursuant to its permission and authority, the exclusive right at any time to enter upon said property to search for, extract, work, remove and in any manner transport to market or otherwise dispose of petroleum, minerals, gas, hydrocarbons, minerals or other ores or substances, including the right to operate any instrumentalities necessary or convenient for locating, extracting or removing any of the aforesaid substances, together with the right to use water from said lands in operating the same, the right of ingress, egress and regress over said land for said purposes and the right to all other things necessary or convenient in connection with any of the foregoing purposes, not inconsistent with the educational use for which the said property is conveyed.

The GRANTEE, by acceptance of this deed, covenants and agrees, for itself, its successors and assigns, that the United States of America shall have the right during any period of emergency declared by the President of the United States or by the Congress of the United States to the full, unrestricted possession, control and use of the property hereby conveyed, or any portion thereof, including any additions or improvements thereto made subsequent to this conveyance. Prior to the expiration or termination of the period of restricted use by the GRANTEE, such use may be either

exclusive or non-exclusive and shall not impose any obligation upon the United States of America to pay rent or any other fees or charges during the period of emergency, except that the United States of America shall (i) bear the entire cost of maintenance of such portion of the property used by it exclusively or over which it may have exclusive possession or control, (ii) pay the fair share, commensurate with the use, of the cost of maintenance of such of the property as it may use non-exclusively or over which it may have non-exclusive possession or control, (iii) pay a fair rental for the use of improvements or additions to the premises made by the GRANTEE without Government aid, and (iv) be responsible for any damage to the surplus real property, improvement and/or personalty, caused by its use, reasonable wear and tear, the common enemy and Acts of God excepted.

IN WITNESS WHEREOF, the GRANTOR and the GRANTEE have caused these presents to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through the Secretary of
Health, Education, and Welfare

BY: J. H. Bond
J. H. Bond, Regional Director
Region VII, Department of Health,
Education, and Welfare, Dallas, Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS I
COUNTY OF DALLAS I

BEFORE ME, a Notary Public in and for said County, State of Texas, on this day personally appeared J. H. Bond, Regional Director, Region VII, Department of Health, Education, and Welfare, acting for the UNITED STATES OF AMERICA and the Secretary of Health, Education, and Welfare, known to me to be the person whose name is subscribed in the foregoing instrument and acknowledged to me that he executed the same voluntarily for the purposes and considerations therein expressed and with full authority and as the act and deed of the UNITED STATES OF AMERICA and the Secretary of Health, Education, and Welfare.

Given under my hand and seal of office this 2nd day of April, 19 62.

Edgar Lee Parsons
Notary Public in and for Dallas
County, Texas

My Commission Expires:

1st day of June, 1963

ACCEPTANCE

THE STATE OF TEXAS |
COUNTY OF BRAZOS |

BY THE ACCEPTANCE of this instrument, the State of Texas, acting by and through the Board of Directors of the Agricultural and Mechanical College of Texas, for itself, its successors in function and assigns, hereby accepts and agrees to all of the terms, conditions, restrictions, and reservations contained herein.

IN WITNESS WHEREOF, The Board of Directors of the Agricultural and Mechanical College of Texas, of the County of Brazos, State of Texas aforesaid has caused these presents to be signed by James E. Rudder, President of the Agricultural and Mechanical College of Texas, or whoever his successor in function be, thereunto authorized by Resolution of said Board of Directors passed and adopted in a meeting held the 28th day of August, 1961, a copy of which is hereto annexed, and its seal hereunto affixed the 30th day of April, 1962.

THE STATE OF TEXAS
Acting by and through the Board of
Directors of the Agricultural and
Mechanical College of Texas

BY: James E. Rudder
James E. Rudder, President

EXHIBIT A

ACKNOWLEDGMENT

THE STATE OF TEXAS |
COUNTY OF BRAZOS |

BEFORE ME, a Notary Public in and for said County of Brazos, State of Texas, on this day personally appeared James E. Rudder, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same voluntarily and as the act and deed of the State of Texas acting by and through the Board of Directors of the Agricultural and Mechanical College of Texas, an educational instrumentality of the State of Texas, organized and existing under the laws thereof, and as President of said College, and for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30th day of April, 1962.

W. H. H. H. H. H.
Notary Public in and for
Brazos County

My Commission Expires:

3rd day of June, 1967

9

MF 95036
 Item Adjacent Verse (2)
 To _____
 From _____
 Date _____



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. 1232, Page 123 in Official Records of said County on file in my office.

ATTEST 3-26-95

Mary Ann Ward, County Clerk
 Brazos County, Texas
Debbie Sand, Deputy



Texas General Land Office
Garry Mauro, Commissioner

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

July 23, 1997

Ms. Dottie Baars
Cody Energy, Inc.
7555 E. Hampden Avenue
Suite 600
Denver, Colorado 80231

Dear Ms. Baars:

The General Land Office received the following assignment on June 25, 1997, and has filed them in M-95036.

Assignment of Oil and Gas Lease effective date January 1, 1997, from Cody Energy, Inc. to Cody Texas, LP, recorded in Brazos County, Texas.

Filing fees of \$50.00 were received in connection with the above assignment. If you have any questions, please feel free to call me.

Sincerely,

Bridget Hennig
Energy Resources
Royalty Management
(512) 463-5261

:bh

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective 7:00 a.m. on January 1, 1997 (the "Effective Time"), is from **CODY ENERGY, INC.**, a Delaware corporation whose address is 7555 East Hampden Avenue, Suite 600, Denver, Colorado 80231 ("Assignor") to **CODY TEXAS, L.P.**, a Texas limited partnership whose address is 7555 East Hampden Avenue, Suite 600, Denver, Colorado 80231 ("Assignee").

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains, conveys to Assignee the right, title and interest of Assignor in and to the following (all of which are called the "Assets"):

1. The oil and gas leases and other leasehold interests described in Exhibit A (the "Leases"), the associated right, title and interest in and to the oil, gas and other hydrocarbons, whether liquid or gaseous (the "Hydrocarbons"), in, on or under or that may be produced from the lands covered by the Leases (the "Lands") after the Effective Time and the other minerals of whatever nature in, on or under the Leases and Lands. The foregoing conveyance is intended to cover all of Assignor's interest in the Leases, Lands and Hydrocarbons. In the event that the description of the Leases and Lands on Exhibit A does not fully describe the interest of Assignor therein, this Assignment shall be construed as conveying to Assignee all of Assignor's right, title and interest in and to the Leases, Lands and Hydrocarbons.

2. The oil and gas wells located on the Leases and Lands, or lands pooled or unitized therewith which includes the oil and gas wells described in Exhibit B (the "Wells"), and all personal property and equipment associated with the Wells as of Effective Time.

3. The rights in and to all existing and effective unitization, pooling and communitization agreements, declarations and orders, to the extent that they relate to or affect any of the interests described in Paragraphs 1 and 2 or the post-Effective Time production of Hydrocarbons from the Leases and Lands.

4. The rights in and to Hydrocarbon sales, purchase, gathering, transportation and processing contracts, operating agreements, partnership agreements, farmout agreements and other contracts, agreements and instruments relating to the interests described in Paragraphs 1, 2 and 3.

5. All of the personal property, fixtures, improvements, permits, licenses, approvals, servitudes, rights-of-way, easements and other surface rights located on or used in connection with the properties and interests described in Paragraphs 1 through 4, to the extent that they are located on the Leases or Lands and used in association with the Wells as of the Effective Time.

627309
97 APR 14 PM 2
FILED
BY [Signature]
CODY TEXAS, L.P.

6. The files, records, data and information relating to the items described in Paragraphs 1 through 5, maintained by Assignor (the "Records").

TO HAVE AND TO HOLD the Assets unto Assignee and its successors and assigns forever.

This Assignment is made and accepted expressly subject to the following terms and conditions:

a. THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY WARRANTY AS TO THE CONDITION OF ANY PERSONAL PROPERTY, EQUIPMENT, FIXTURES AND ITEMS OF MOVABLE PROPERTY COMPRISING ANY PART OF THE ASSETS, INCLUDING (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR CONDITION, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY RIGHTS OF ASSIGNEE UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, AND (v) ANY CLAIM BY ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT SAID PERSONAL PROPERTY, FIXTURES, EQUIPMENT, AND ITEMS ARE BEING CONVEYED TO ASSIGNEE "AS IS," "WHERE IS," WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

b. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given with respect to the Assets. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Assets, but only to the extent not enforced by Assignor.

c. Assignee assumes and agrees to pay, perform, fulfill and discharge all claims, costs, expenses, liabilities and obligations accruing or relating to the owning, developing, exploring, operating or maintaining of the Assets or the producing, transporting and marketing of Hydrocarbons from the Assets, relating to periods before, on and after the Effective Time, including, without limitation, environmental obligations and liabilities, the obligation to plug and abandon the Wells and to reclaim the Well sites, and all obligations relating to the Assets.

d. Unless provided otherwise, all recording references in the Exhibits hereto are to the official real property records of the various counties in Texas where the Assets are located.

e. Separate governmental form assignments of the Assets may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy


applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the interest in the Assets conveyed herein.

f. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

g. This Assignment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument.

EXECUTED to be effective for all purposes as of the Effective Time.

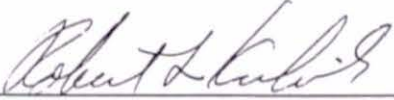
Attest:



Daneen Rucki
Assistant Secretary

ASSIGNOR:

CODY ENERGY, INC.

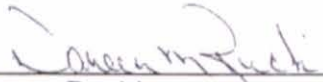


Robert L. Kubik
President


ASSIGNEE:

CODY TEXAS, L.P.

By its General Partner,
Cody Oil & Gas, Inc.



Daneen Rucki
Assistant Secretary



Robert L. Kubik
President

Acknowledgments

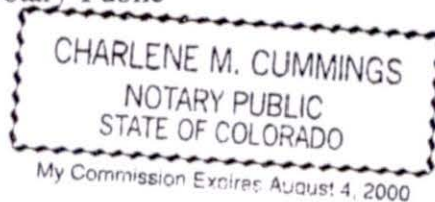
STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20th day of December, 1996 by Robert L. Kubik, as President of Cody Energy, Inc., a Delaware corporation, on behalf of such corporation.

Witness my hand and official seal.

My commission expires:

Charlene M. Cummings
Notary Public



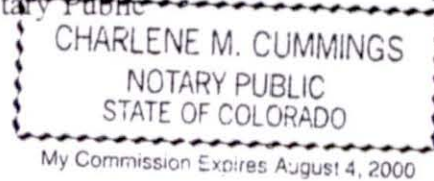
STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20th day of December, 1996 by Robert L. Kubik, as President of Cody Oil & Gas, Inc, a Delaware corporation in its capacity as General Partner of Cody Texas, L.P., a Texas limited partnership, on behalf of such partnership.

Witness my hand and official seal.

My commission expires:

Charlene M. Cummings
Notary Public



Prospect: Dudake
 State: Texas
 County: Brazos

Lease No.	Lessor	Lessee	Lease Date	Recording Information		
				Book	Page	Reference
250234-000	PAUL L. DUDAKE ETAL	FLAIRTEX RESOURCES, INC.	05/16/95	2378	67 &	582476
				2402	210 &	584958
				2413	289	586129
250235-000	JOHNNIE EDWARD KUDER, JR. ETAL	FLAIRTEX RESOURCES, INC.	05/16/95	2378	65	582475
250236-000A	JOE DAN HERMAN ETAL	FLAIRTEX RESOURCES, INC.	05/16/95	2378	63	582474
250236-000B	JOE DAN HERMAN ETAL	FLAIRTEX RESOURCES, INC.	05/16/95	2378	61	582473
250236-000C	JOE DAN HERMAN ETAL	FLAIRTEX RESOURCES, INC.	05/16/95	2382	4	582927

2811

2811, page 168

Prospect: Kuder
State: Texas
County: Brazos

Lease No.	Lessor	Lessee	Lease Date	Recording Information		
				Book	Page	Reference
012051-001	WILLIE J. KUDER AND ELNOR E. KUDER	J.D. CAVER	10/06/86	920	302	
012051-002	THE FIRST NAT'L BANK OF BRYAN	WHITEMORN ENERGY INC	02/10/87	950	550	
012052-ROW	PAUL L. DUDAKE AND ROSIE LEE DUDAKE	ULTRAMAR OIL AND GAS LIMITED	10/18/90			
012196-ROW	PAT DOOLEY	ULTRAMAR OIL AND GAS LIMITED	02/15/91	1250	433	
012237-000	BILLY F. WARREN AND LINDA SIEGERT WARREN	FLAIRTEX RESOURCES, INC.	08/02/91	1343	167	

4529

Prospect: Kurten (Austin Chalk)
 State: Texas
 County: Brazos

Lease No.	Lessor	Lessee	Lease Date	Recording Information		
				Book	Page	Reference
240002-000	ERNEST BERAN AND GEORGIA HOLUBEC BERAN	AMALGAMATED BONANZA PETROLEUM LTD.	08/02/76	23	295	113283
240003-000	JOHN E. HOLUBEC AND URSULA HOLUBEC	AMALGAMATED BONANZA PETROLEUM LTD.	08/02/76	23	317	113385
240238-000	JOHN M DYESS ET UX	AMALGAMATED BONANZA PETROLEUM	09/11/78	33	287	150483
240259-000	JOHN M DYESS	AMALGAMATED BONANZA PETROLEUM	09/02/76	23	662	115176
240358-000	JOSEPHINE CONAWAY, A WIDOW	CODY ENERGY, INC.	08/21/95	2450	257	589879
240363-000	ST TX #M-96655	CODY ENERGY, INC.	10/17/95	2532	16	598505
240364-000	GRACE COOLIDGE	R&R RESOURCES CORP.	06/23/94	2193	324	
240365-001	BYRON R. RYCHLIK ET UX	R&R RESOURCES CORP.	06/17/94	2193	315	
240365-002	BYRON R. RYCHLIK ET UX	R&R RESOURCES CORP.	07/11/94	2193	318	

4509

Prospect: Kurten - Woodbine
 State: Texas
 County: Brazos

Lease No.	Lessor	Lessee	Lease Date	Recording Information		
				Book	Page	Reference
240000-AGT	CHEVRON U.S.A. PRODUCTION COMPANY	CODY ENERGY, INC	08/19/94			
240001-001	ALICE ODOM NORMAN, ET AL	GULF OIL CORPORATION	08/08/80	36	509	224647
240001-002	B. F. NORMAN, III	GULF OIL CORPORATION	09/19/80	36	549	224647-01
240005-000	JOSIE MAE NETZEL	AMALGAMATED BONANZA PETROLEUM LTD.	01/26/77	25	525	121743
240006-000	FRANK H. HOLUBEC AND LILLIAN HOLUBEC	PUBLIC LANDS EXPLORATION, INC.	09/27/74	22 22 22	241 549 550	
240008-000	BILLY PAYNE, TRUSTEE	AMALGAMATED BONANZA PETROLEUM LTD	05/09/77	26	423	125826
240010-000	FRANK E. BOYD AND PANSY ODOM BOYD	CHEVRON U.S.A. INC.	08/13/80	36	506	
240011-000	JOE F. ZAJICEK AND LILLIE O. ZAJICEK	PUBLIC LANDS EXPLORATION, INC	11/13/74	22	281	
240013-000	CLAUDIA ANN ARMSTRONG AND DONALD RAY ARMSTRONG	AMALGAMATED BONANZA PETROLEUM LTD	02/13/78	30	273	139660
240014-000	J. E. RODGERS AND CHRISTINE RODGERS	AMALGAMATED BONANZA PETROLEUM LTD	07/11/77	27	155	128699
240015-000	J. E. RODGERS AND CHRISTINE RODGERS	AMALGAMATED BONANZA PETROLEUM LTD	07/11/77	27	162	128701
240016-001	DONNA LLOYD KOCHAN AND MARY LLOYD	AMALGAMATED BONANZA PETROLEUM LTD	02/04/77	25	608	122227
240016-002	MRS. GERTRUDE JOPP LLOYD	PUBLIC LANDS EXPLORATION, INC.	09/27/74	22 22 22	165 552 553	
240018-000	EMIL F. KOSTELKA AND BETTY J. KOSTELKA	AMALGAMATED BONANZA PETROLEUM	07/18/77	27	199	129034
240019-000	H. E. WEST AND HELEN S. WEST	AMALGAMATED BONANZA PETROLEUM	02/24/78	30	448	146375
240020-000	GERMAN EVANGELICAL ZION CONGREGATION AT KURTEN	AMALGAMATED BONANZA PETROLEUM LTD.	02/28/77	25	707	122528
240022-000	THOMAS K. HALL AND PRISCILLA	PUBLIC LANDS EXPLORATION, INC.	08/30/74	22	105	96218

Prospect: Kurten - Woodbine
 State: Texas
 County: Brazos

Lease No.	Lessor	Lessee	Lease Date	Recording Information		
				Book	Page	Reference
	HALL					
240023-000	MARK G. HALL	AMALGAMATED BONANZA PETROLEUM LTD.	03/08/77	25	710	
240024-000	FREDERICK C. HALL, ET UX	PUBLIC LANDS EXPLORATION, INC.	08/30/74	22	99	96217
240025-000	J.W. HALL, JR.	AMALGAMATED BONANZA PETROLEUM	03/08/77	25	713	122530
240026-000	FINLEY M. BOWMAN AND MILDRED M. BOWMAN	AMALGAMATED BONANZA PETROLEUM LTD	09/22/76	24	216	116600
240027-000	FRED W. KELLER AND MARILYN E. KELLER	AMALGAMATED BONANZA PETROLEUM LTD	07/06/76	22	701	111757
240028-000	ARTHUR J. YEAGER AND JOHANNA YEAGER	AMALGAMATED BONANZA PETROL. LTD	06/28/76	22	639	111361
240029-000	BEULAH YEAGER	AMALGAMATED BONANZA PETROLEUM LTD	07/20/76	22	783	112455
240030-000	MARTIN LUTHER RILEY AND MAURICE DELL RILEY	AMALGAMATED BONANZA PETROLEUM LTD	09/07/77	27	834	132418
240031-000	GIBBS BROTHERS & COMPANY	HERBERT L. DILLON, JR.	09/17/76	24	83	116270
240032-001A	RUBY LEE JONES, ET AL	WILLIAM C. RICHARDSON	07/27/77	27 403	514 441	
240032-001B	BESSIE BYNUM ET AL	WILLIAM C. RICHARDSON	07/27/77	27	503	130998
240032-001C	JEROME M. LEVI ET AL	WILLIAM C. RICHARDSON	07/27/77	27	501	130997
240032-001D	DAN S. LEVI ET AL	WILLIAM C. RICHARDSON	07/27/77	27	505	130999
240032-001E	MILTON LEWIS ET AL	W. C. RICHARDSON	07/27/77	27	499	130996
240032-001F	ROSETTA B. ROBERTS ET AL	W. C. RICHARDSON	07/27/77	27	518	131005
240032-001G	WILLETTA B. SMITH ET AL	W. C. RICHARDSON	07/27/77	27	516	131004
240032-001H	GLADYS JONES WADE ET AL	W. C. RICHARDSON	07/27/77	27	508	131000
240032-001I	PINKNEY KURNEY ET AL	W. C. RICHARDSON	07/27/77	27	512	131002
240032-001J	BESSIE MAE DARNELL ET AL	W. C. RICHARDSON	07/27/77	27	497	130995
240032-001K	RUBY K. JONES ET AL	W. C. RICHARDSON	07/27/77	27	520	131006



NO. 2811 REC-172

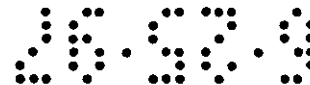
Prospect: Kurten - Woodbine
 State: Texas
 County: Brazos

Lease No.	Lessor	Lessee	Lease Date	Recording Information		
				Book	Page	Reference
240032-001L	ELAINE JONES & JARVIS KURNEY ET AL	W. C. RICHARDSON	07/27/77	27	510	131001
240033-000	JESSE RAY SANDERS & ALICE ELLA SANDERS	AMALGAMATED BONANZA PETROLEUM	08/04/78	33	185	149603
240035-000	ODAS M. BROWN AND ELETHA M. BROWN	PUBLIC LANDS EXPLORATION, INC.	10/21/74	22	219	
240037-000	LESLIE M. CRENSHAW & WILLIE MAE CRENSHAW	AMALGAMATED BONANZA PETROLEUM LTD.	08/30/76	23	444	114327
240038-000	JOE E. VINCENT & BESS L. VINCENT	PUBLIC LANDS EXPLORATION INC	10/05/74	22	222	96251
240039-000	HOWARD HORN & ADELE L. HORN	PUBLIC LANDS EXPLORATION INC	09/27/74	22 22 22	245 502 503	
240040-000	BOBBY LEE HICKS AND BETTY HICKS	JORDAN ENGINEERING, INC.	07/27/77	27	604	131499
240041-000	O.B. CLIFTON AND MARJORIE CLIFTON	JORDAN ENGINEERING, INC.	08/09/77	28	26	132554
240043-000	JERRY LAWRENCE FLING	WILLIAM C. RICHARDSON	10/11/77	31	209	142073
240044-000	CLARENCE EBNER AND DELORES A. EBNER	JORDAN ENGINEERING, INC.	09/30/77	28	406	133816
240045-000	BILLY JIM HANOVER AND VIRGINIA KAY HANOVER	JORDAN ENGINEERING, INC.	07/27/77	28	30	132556
240046-000	ANNA METZER	J WYLIE HARRIS JR	07/23/76	23	252	
240047-000	JAMES D. WILSON, ET AL	AMALGAMATED BONANZA PETROLEUM LTD.	08/27/74	27	561	131271
240048-000	FRANCES MEILLER ET AL	J WYLIE HARRIS JR	07/23/76	24	219	116658
240049-000	J D CONLEE ET AL	William C. Richardson	07/13/77	27	216	129310
240050-000	DONALD P JONES ET UX	AMALGAMATED BONANZA PETROLEUM	03/28/78	34	687	168342
240051-000	JAMES D. DUNN, JR AND JUDY DUNN	JORDAN ENGINEERING, INC.	10/06/77	28	408	133817



Prospect: Kurten - Woodbine
 State: Texas
 County: Brazos

Lease No.	Lessor	Lessee	Lease Date	Recording Information		
				Book	Page	Reference
240052-000	C.L. OLDHAM AND MARGARET OLDHAM	JORDAN ENGINEERING, INC.	09/27/77	28	295	133309
240053-000	ROBERT D. SELF, JR AND ANNA FRANCES SELF	RICHARD C. HUDSON	06/08/77	26	612	126969
240055-000	DURWOOD THOMPSON AND INA M. THOMPSON	AMALGAMATED BONANZA PETROLEUM	04/26/78	31	516	143165
240056-000	WALTER HARDIN, JR. AND MARY FRANCES HARDIN	JORDAN ENGINEERING, INC.	10/25/77	28	503	134334
240057-000	WILLIAM CLAYTON FORD AND LINDA DIANE FORD	JORDAN ENGINEERING, INC.	09/16/77	28	345	133679
240058-000	CARVEY T. NEVILL AND CHRISTINE NEVILL	PUBLIC LANDS EXPLORATION INC	10/05/74	22	57	96199
240059-000	HOWARD W. CARGILL	JORDAN ENGINEERING, INC.	12/03/79	35	766	176914
240060-000	PETE A. FAZZINO	JORDAN ENGINEERING, INC.	01/08/80	35	541	173962
240061-000	RAY PORTALES AND ALICE PORTALES	JORDAN ENGINEERING, INC.	03/10/78	31	269	142389
240062-000	DR J. GARLAND WATSON, ET UX	HERBERT L. DILLON, JR	01/17/77	25	148	120635
240063-000	MARY F. CONAWAY	HERBERT L. DILLON, JR	01/25/77	25	369	111246
240064-000	GEORGE CONAWAY	HERBERT L. DILLON, JR.	01/21/77	25	137	111248
240066-000	ROBERT C. GARRETT AND WILLIE M. GARRETT	PUBLIC LANDS EXPLORATION INC	08/22/75	22	431	104575
240067-000	REV. SHERRILL HALL AND MARGARET FAIN HALL	PUBLIC LANDS EXPLORATION INC	08/30/74	22	168	96236
240068-000	GENE W. CLARK AND MARY ELIZABETH CLARK	PUBLIC LANDS EXPLORATION INC	08/30/74	22	108	96219
240069-000	ROY M. NOBLETT AND MILDRED W. NOBLETT	PUBLIC LANDS EXPLORATION INC	10/09/74	22	216	96249
240070-000	ALBERT E. NEWCOMB AND DOROTHY L. NEWCOMB	AMALGAMATED BONANZA PETROLEUM	08/13/76	23	355	113615
240071-000	HENRY L LISKI	AMALGAMATED BONANZA PETROLEUM	08/30/76	23	434	114322



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				Book	Page	Reference
240072-000	EULA MAE RILEY	AMALGAMATED BONANZA PETROLEUM	08/30/76	23	438	114324
240073-000	MELVIN HARTSFIELD ET UX	AMALGAMATED BONANZA PETROLEUM	08/30/76	23	498	
240074-000	DON D. DABBS AND THERESA J. DABBS	AMALGAMATED BONANZA PETROLEUM	08/16/77	27	463	130704
240075-000	DAVID GREGG AND LINDA GREGG	JORDAN ENGINEERING, INC.	10/18/77	28	724	135359
240076-000	KENT POTTS ET AL	AMALGAMATED BONANZA PETROLEUM	09/10/76	23 23	643 643	115263
240077-000	HARVEY B. CAMPBELL AND CHARLENE S. CAMPBELL	AMALGAMATED BONANZA PETROLEUM	09/30/76	24	77	116157
240078-000	LEONA SCHRAM	AMALGAMATED BONANZA PETROLEUM	09/30/76	24	88	116281
240079-000	STEPHEN KOLOGINCZAK	AMALGAMATED BONANZA PETROLEUM	09/25/76	23	822	115458
240080-000	HENRY K. ODOM AND MAUDIE A. ODOM	PUBLIC LANDS EXPLORATION INC	08/26/74	22	177	96240
240081-000	LOUIS T. FICKEY AND DOROTHY M. FICKEY	AMALGAMATED BONANZA PETROLEUM	09/24/76	24 33	393 & 179	117781 149389
240082-000	KENNETH J. KINDT AND CARLA M. KINDT	AMALGAMATED BONANZA PETROLEUM	09/09/77	27	840	132421
240083-000	LEE L. PIRAINO AND BETSY PIRAINO	AMALGAMATED BONANZA PETROLEUM	09/12/77	27	842	132422
240084-001	G.M. EASTERLING, ET UX	AMALGAMATED BONANZA PETROLEUM	05/03/78	31	551	143328
240084-002	PETE R. SCARMARDO, ET UX	AMALGAMATED BONANZA PETROLEUM	04/29/78	31	549	143327
240084-003	HERMAN E. FRIELING	AMALGAMATED BONANZA PETROLEUM	09/01/77	27	830	132416
240084-004	MAX H FRIELING	AMALGAMATED BONANZA PETROLEUM	09/01/77	27	832	132417
240084-005	PAULINE FRIELING WILLIAMS	AMALGAMATED BONANZA PETROLEUM	09/09/77	27	838	132420
240084-006	JUANITA H CROW	AMALGAMATED BONANZA PETROLEUM	09/16/77	27	846	132424
240084-007	JAMES H BRODERICK	AMALGAMATED BONANZA PETROLEUM	09/14/77	28	89	132708
240084-008	CAROL M ROBERTS	AMALGAMATED BONANZA PETROLEUM	09/15/77	28	91	132709
240084-009	JOHN C JACKSON	AMALGAMATED BONANZA PETROLEUM	09/15/77	28	96	132711



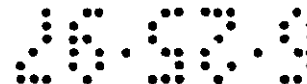
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240084-010	KENNETH C HARDING	AMALGAMATED BONANZA PETROLEUM	09/16/77	28	98	132712
240084-011	MELVIN C LUHM	AMALGAMATED BONANZA PETROLEUM	09/15/77	28	103	132714
240084-012	GLORIA M BARRETT	AMALGAMATED BONANZA PETROLEUM	09/15/77	28	192	132948
240084-013	VERNON RAY POINDEXTER	AMALGAMATED BONANZA PETROLEUM	09/15/77	28	196	132950
240084-014	FLORENCE H CRAWLEY	AMALGAMATED BONANZA PETROLEUM	09/16/77	28	233	133169
240098-000	MILDRED KEYNON	AMALGAMATED BONANZA PETROLEUM	09/26/77	28	251	133370
240099-000	LEE LEONARD PIRAINO AND BETSY PIRAINO	AMALGAMATED BONANZA PETROLEUM	09/12/77	28	93	132710
240101-000	H.F. PLAGENS	PUBLIC LANDS EXPLORATION INC	09/27/74	22 22 22	183 523 524	
240102-001	FRANK A. COTTON AND DIANE M. COTTON	AMALGAMATED BONANZA PETROLEUM	10/10/77	29	4	135929
240106-000	FLOYD E. MCDONALD AND EDNA MCDONALD	AMALGAMATED BONANZA PETROLEUM	09/23/77	28	438	133975
240107-001	MORRIS LIGHTFOOT, JR	AMALGAMATED BONANZA PETROLEUM	09/06/77	29	126	136226
240107-002	TONI LIGHTFOOT ESHOM, GUARDIAN	AMALGAMATED BONANZA PETROLEUM LTD	09/06/77	30	380	140151
240107-003	W.F. ODOM	PUBLIC LANDS EXPLORATION INC	08/26/74	22 22 22	171 517 518	
240107-004	H P DANSBY JR, ET UX	PUBLIC LANDS EXPLORATION INC	09/09/74	22 22 22	236 537 538	
240107-005	FEATHER CREST ENTERPRISES, INC	PUBLIC LANDS EXPLORATION INC	10/15/74	22	195	96244
240107-006	H.K. ODOM, JR AND LINDA ODOM	PUBLIC LANDS EXPLORATION INC	08/26/74	22	81	96210
240107-007	FRANK BORISKIE, RECEIVER FOR UNKNOWN STOCKHOLDERS OF MARLEY PRODUCTION CO. A DEFUNCT TEXAS CORP.	AMALGAMATED BONANZA PETROLEUM	08/26/77	27	494	130990



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240107-008	DRB HOLSTEIN FARMS INC	PUBLIC LANDS EXPLORATION INC	10/15/74	22	200	96245
240107-009	JOHN V LINDSEY ET AL	AMALGAMATED BONANZA PETROLEUM	12/14/76	25	1	120153
240107-010	WALLACE ERVIN LAWLESS AND AMY RUTH LAWLESS	AMALGAMATED BONANZA PETROLEUM	12/13/76	24	703	119123
240113-000	LARRY N. BEWLEY AND MARTHA DORENE BEWLEY	JORDAN ENGINEERING, INC.	07/28/77	27	588	131492
240114-000	JAMES N. WALDROP AND JANE A. WALDROP	JORDAN ENGINEERING, INC.	10/03/77	28	247	133241
240115-002	MARY BYARS MORGAN	HERBERT L DILLON, JR. INDIVIDUALLY	09/30/76	24	144	116449
240115-003	F.L. BYARS	HERBERT L. DILLON, JR. INDIVIDUALLY	10/03/76	24	311	117100
240115-004	SYDNEY C MCMURRAY ET AL	HERBERT L DILLON JR INDIVIDUALLY	10/04/76	24	237	116749
240115-005	JOE WILKINSON (JOEL M. WILKINSON)	HERBERT L. DILLON	09/30/76	24	400	117834
240116-000	J.F. RILEY AND MAMIE RILEY	JORDAN ENGINEERING, INC.	09/15/77	28	359	133689
240117-000	ALTON RAY SEMBERA, JR. AND DORIS LEE SEMBERA	JORDAN ENGINEERING, INC.	09/24/77	28	475	134044
240118-000	LEWIS SHIRLEY AND RUBY SHIRLEY	JORDAN ENGINEERING, INC.	09/30/77	28	531	134628
240120-000	ANTONE E. LAZA AND JACQUELYN C. LAZA	AMALGAMATED BONANZA PETROLEUM	10/05/77	28	302	133373
240121-000	GUSS JOPP AND GERTRUDE LLOYD JOPP	PUBLIC LANDS EXPLORATION INC	10/04/74	22	229	96253
240126-001	ESSIE SHEALY, ET AL	AMALGAMATED BONANZA PETROLEUM	06/24/76	22	625	111271
240126-002	DOROTHY SMITH BARRETT	AMALGAMATED BONANZA PETROLEUM	10/18/77	29	152	136492
240126-003	ELLEN SMITH	AMALGAMATED BONANZA PETROLEUM	10/18/77	29	155	136493
240126-004	MARY ANN WOODS	AMALGAMATED BONANZA PETROLEUM	10/18/77	29	158	136495
240126-005	BERTA EDGE LINDSEY	AMALGAMATED BONANZA PETROLEUM	07/25/77	27	225	129484



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240126-006	BERTA E. LINDSEY	AMALGAMATED BONANZA PETROLEUM	05/12/78	33	176	149388
240126-007	MARY ANN WOODS	AMALGAMATED BONANZA PETROLEUM	05/12/78	32	794	147919
240126-008	W.P. BARRETT, JR	AMALGAMATED BONANZA PETROLEUM	05/12/78	32	797	147920
240126-009	ELLEN SMITH	AMALGAMATED BONANZA PETROLEUM	05/12/78	32	832	147932
240128-001	MARTHA JANE WHITMORE ET VIR	HERBERT L DILLON JR INDIVIDUALLY	10/03/76	24	146	116450
240128-002	FRANK J ZUBIK SR ESTATE	HERBERT L DILLON JR INDIVIDUALLY	10/05/76	24	242	116751
240128-003	IRENE B SAUNDERS ET AL	HERBERT L DILLON JR INDIVIDUALLY	10/05/76	24	235	116748
240128-004	KATHERINE L HIGGS ET AL	HERBERT L DILLON JR INDIVIDUALLY	10/07/76	24	402	117835
240128-005	RALPHANA SEARCY BUSHONG ET AL	HERBERT L DILLON JR INDIVIDUALLY	10/07/76	25	156	120637
240128-006	J W BATTS JR	HERBERT L DILLON JR INDIVIDUALLY	10/09/76	24	309	117099
240128-007	KATHLEEN WILSON	HERBERT L DILLON INDIVIDUALLY	10/09/76	24	313	117101
240128-008	ALICE SUE HUNTER, ET AL	HERBERT L. DILLON JR INDIVIDUALLY	10/19/76	24	325	117265
240128-009	SHIRLEY HOWARD	TOM CARR	12/12/80	37	59	192134
240128-010	DAISY MORRIS ET AL	TOM CARR	12/16/80	37	55	192132
240128-011	WILLIAM Y GARRETT	TOM CARR	01/02/81	45	599	216082
240128-012	ROBBIE NICOL TATUM ET AL	TOM CARR	10/27/80	36	667	189571
240128-013	ETHEL GELBER INDIV & AS EXECUTRIX	HERBERT L DILLON JR INDIVIDUALLY	10/22/76	24	323	117264
240128-014	IRENE BOARD SAUNDERS	HERBERT L DILLON JR INDIVIDUALLY	12/31/76	24	845	119982
240128-015	GEORGE WASHINGTON SMITH TRUST	TOM CARR	01/08/81	37	57	192133
240128-016	NELLIE G STEPHENSON	TOM CARR	12/16/80	37	53	192131

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240128-017	ALINE RHODES COLE ESTATE	TOM CARR	11/13/80	36	829	191484
240128-018	WILLIAM BIBLE	TOM CARR	11/13/80	36	831	191485
240128-019	DR G F CAZELL ET AL	TOM CARR	11/06/80	36	836	191487
240128-020	ETHEL GELBER ET AL	TOM CARR	10/27/80	36	817	191341
240128-021	BARBARA BIBLE MICHALKE	TOM CARR	11/13/80	44	811	215178
240128-022	FRANK REAGAN HARRIS	TOM CARR	12/16/80	45	601	216088
240128-023	R A HARRIS	TOM CARR	11/10/80	44	813	215179
240128-024	DR HOWARD BURT JR	Bluesky Oil & Gas Inc.	04/13/82	59	39	230067
240128-025	ANGELA LUCKENBACH CONNOR	TOM CARR	11/10/80	44	815	215180
240128-026	MARY G ROHDE	HERBERT L DILLON, JR. INDIVIDUALLY	10/26/76	24	329	117267
240128-027	J H MALONEY	TOM CARR	11/06/80	36	833	191486
240155-000	J. RAY SANDERS AND ALICE F. SANDERS	AMALGAMATED BONANZA PETROLEUM	06/24/76	22	643	111362
240156-000	LANACE J. VEAZEY AND ALMA L. VEAZEY	AMALGAMATED BONANZA PETROLEUM	06/28/76	22	661	111436
240157-000	EDGAR D. DAVIDSON, ET UX	AMALGAMATED BONANZA PETROLEUM	07/02/76	22	696	111755
240158-000	HOWARD T. WINKLER	AMALGAMATED BONANZA PETROLEUM	07/15/76	23	165	112817
240159-000	JOHN E. SMITH AND FRANCES SMITH	AMALGAMATED BONANZA PETROLEUM	07/26/76	23	308	113293
240161-000	MARGARET L. JOPP	AMALGAMATED BONANZA PETROLEUM	04/05/77	26	134	123684
240162-000	HAROLD V. DITTFURTH AND JANET L. DITTFURTH	AMALGAMATED BONANZA PETROLEUM	04/22/77	26	244	124534
240163-000	ROBERT WAYNE ROSIER AND KATHY SUZANNE ROSIER	AMALGAMATED BONANZA PETROLEUM	04/23/77	26	255	124750
240164-000	CHARLES BROCKSMITH AND CLARA BROCKSMITH	AMALGAMATED BONANZA PETROLEUM	05/24/77	26	463	126281

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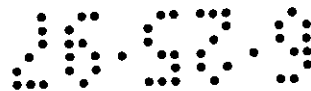


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EXHIBIT 'A'

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240165-000	THOMAS E. RILEY AND IMOGENE RILEY	AMALGAMATED BONANZA PETROLEUM	04/29/77	26	259	124890
240166-000	LARRY H. WEST AND MARY JANE WEST	AMALGAMATED BONANZA PETROLEUM	04/29/77	26	261	124891
240167-000	DAVID B. KEHLENBRINK AND BARBARA KEHLENBRINK	AMALGAMATED BONANZA PETROLEUM	12/14/76	24	668	118949
240168-000	JOE CLYDE BURT AND JUANITA BURT	AMALGAMATED BONANZA PETROLEUM	12/08/76	24	581	118706
240169-000	EDWIN T. MOSLEY AND BETTY L. MOSLEY	TOMMY JACKSON	12/15/76	24	622	118891
240171-000	TRUCMON E. THOMPSON & LOUELLA THOMPSON	PUBLIC LANDS EXPLORATION INC	10/14/74	22	213	96248
240172-000	JOEL E CONAWAY	AMALGAMATED BONANZA PETROLEUM	02/10/77	25	550	122000
240174-000	JOHN CONAWAY	HERBERT L. DILLON	01/24/77	25	141	111264
240175-000	ZION UNITED CHURCH	AMALGAMATED BONANZA PETROLEUM	02/28/77	25 39 839	707 660 335	
240176-000	JAMES LANG AND PEARL LANG	AMALGAMATED BONANZA PETROLEUM	01/25/77	25	134	120534
240177-000	ANNIE CONRAD	AMALGAMATED BONANZA PETROLEUM	02/28/77	25	610	122228
240178-000	JOHN A. KINDT AND MARY S. KINDT	AMALGAMATED BONANZA PETROLEUM	06/24/76	22	604	111203
240179-000	WILLIAM E. HOLLAND, JR AND MARGUERITE E. HOLLAND	AMALGAMATED BONANZA PETROLEUM	06/25/77	28	581	135041
240180-000	WILLIAM E. HOLLAND, JR AND MARGUERITE E. HOLLAND	AMALGAMATED BONANZA PETROLEUM	06/25/77	28	585	135043
240181-000	RUSSELL LLOYD AND LELA LLOYD	AMALGAMATED BONANZA PETROLEUM	06/23/76	22	589	
240182-000	FRED HENRY SCHRAM JR. ET AL	PUBLIC LANDS EXPLORATION INC	09/07/74	22 22 22	187 475 476	
240183-000	ROBERT W. BAKER AND IRIS S. BAKER	AMALGAMATED BONANZA PETROLEUM	06/22/76	22	615	111267

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240184-000	GENERAL TELEPHONE CO. OF THE SOUTHWEST	AMALGAMATED BONANZA PETROLEUM	04/29/77	27	468	130711
240185-000	CEDAR CREEK LODGE #300 AF & AM	AMALGAMATED BONANZA PETROLEUM	03/27/78	31	70	141934
240187-001	COUNTY CLERK OF BRAZOS COUNTY, AS RECEIVER FOR C.W. WILLIAMS	GULF OIL CORPORATION	05/28/80	36	449	224688
240187-002	LEON W. STEVENER AND VICTORIA H. STEVENER	PUBLIC LANDS EXPLORATION, INC	10/03/74	22	53	
				22	529	
				22	530 &	
				22	53 &	96198
				22	529	110132
240188-000	HARDY WEEDON, JR. ET UX	PUBLIC LANDS EXPLORATION INC	11/11/74	22	263 &	
				22	263	96533
240189-000	ADELA M VYMOLA	PUBLIC LANDS EXPLORATION INC	11/11/74	22	254	
240190-000	ALBERT L TUREK ET UX	PUBLIC LANDS EXPLORATION INC	11/25/74	22	298	96542
240191-000	R.L. SHARPE, ET AL	PUBLIC LANDS EXPLORATION INC	11/26/74	22	286	96538
240192-000	JOHN A. MOORE, ET UX	PUBLIC LANDS EXPLORATION INC	11/11/74	22	302	96531
240194-001	JAMES D. WILSON, ET AL	AMALGAMATED BONANZA PETROLEUM LTD	08/27/74	27	556	131270
240194-002	JAMES LANG AND PEARL LANG, HIS WIFE	C.R. HARDY	01/29/76	22	465	
240195-000	OLLIE T. LENZ AND EVELYN HOLUBEC LENZ	PUBLIC LANDS EXPLORATION INC	12/19/74	22	294	96541
240196-000	GEORGE E. KRISTYNIK AND HATTIE HOLUBEC KRISTYNIK	PUBLIC LANDS EXPLORATION INC	11/08/74	22	259	96532
240197-000	ALBIN F. HOLUBEC AND LILLIAN S. HOLUBEC	PUBLIC LANDS EXPLORATION INC	11/15/74	22	251	96529
240198-000	HAWLEY E. WEST AND HELEN S. WEST	PUBLIC LANDS EXPLORATION INC	10/02/74	22	114	
				22	508	
				22	509	
240199-000	JOHNNY J. BECKA, JR. AND CAROL ANN BECKA	JORDAN ENGINEERING, INC.	08/04/77	28	173	132334
240200-001	HERBERT D. WILSON AND PATSY G.	PUBLIC LANDS EXPLORATION INC	09/05/74	22	180	



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	WILSON			22	505	
				22	506 &	
				22	505	110124
240200-002	FRENCHY D. BENNETT, ET AL	PUBLIC LANDS EXPLORATION INC	09/07/74	22	174 &	96238
				22	555 &	110140
				22	556	110140
240202-000	LOUIS OPERSTENY, ET AL	PUBLIC LANDS EXPLORATION INC	09/27/74	22	128	
				22	496	
				22	497	
240203-000	W.F. ODOM	PUBLIC LANDS EXPLORATION INC	08/26/74	22	76	96208
240204-000	RICHARD W. SCHRAM, ET AL	PUBLIC LANDS EXPLORATION INC	09/16/74	22	144	
				22	493	
				22	494	
240205-000	ALTON L BLASE ET UX	PUBLIC LANDS EXPLORATION INC	09/30/74	22	131	
				22	575	
				22	576	
240207-000	WOODROW W. GILPIN AND LUCILLE O. GILPIN	PUBLIC LANDS EXPLORATION, INC	09/11/74	22	60	
				22	499	
				22	500	
240208-000	WILLIS C. CONNER AND BEATRICE O. CONNER	PUBLIC LANDS EXPLORATION INC	09/06/74	21	697	94927
240209-000	W.F. ODOM	PUBLIC LANDS EXPLORATION INC	08/28/74	21	709	94930
240210-001	G.M. EASTERLING AND HAZLE K. EASTERLING	AMALGAMATED BONANZA PETROLEUM	12/10/76	24	583	118707
240210-002	ROBERT W. SIEGERT, JR AND DOROTHY SEIGERT	JORDAN ENGINEERING, INC.	09/21/77	28	466	134040
240212-000	ROBERT G. FORSTHOFF AND ANN FORSTHOFF	AMALGAMATED BONANZA PETROLEUM	12/14/76	24	670	118950
240213-000	RAY B. DARLING AND HELEN F. DARLING	AMALGAMATED BONANZA PETROLEUM	12/14/76	24	666	118948
240214-000	CHARLES O. FORSTHOFF	AMALGAMATED BONANZA PETROLEUM	12/14/76	24	705	119124
240216-000	W.T. KELLEY AND MAGGIE KELLEY	AMALGAMATED BONANZA PETROLEUM	11/30/76	24	511	118194
240217-000	P.J. ENDLER AND ALINE O.	PUBLIC LANDS EXPLORATION INC	09/27/74	22	160	



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	ENDLER			22	520	
				22	521	
240218-001	VERDA AMES BARRON	AMALGAMATED BONANZA PETROLEUM	11/17/77	28	823	135635
240219-000	BRYAN INDEPENDENT SCHOOL DISTRICT	DON E. WILLIAMS	11/29/76	24	858	120089
240221-000	HOWARD W. CARGILL, ET UX	AMALGAMATED BONANZA PETROLEUM	08/20/76	23	432	114321
240223-000	J.E. ROBERTS, ET AL	GUS EDWARDS CO	08/03/77	27	481	
240224-000	HERBERT E. FISHER	AMALGAMATED BONANZA PETROLEUM	08/12/76	23	361	113675
240225-000	EUGENE M. BEARD AND MARGUERITE B. BEARD	PUBLIC LANDS EXPLORATION INC	08/30/74	22	90	
				22	567	
				22	568	
240226-000	CLYDE D SIDES ET UX	AMALGAMATED BONANZA PETROLEUM	09/07/77	27	836	132419
240227-000	HOWARD L. DEHART AND IDA BELL DEHART	AMALGAMATED BONANZA PETROLEUM	01/24/77	25	126	120531
240228-000	JIMMY V. GIBSON AND BARBARA J. GIBSON	AMALGAMATED BONANZA PETROLEUM	05/11/77	26	365	125316
240229-000	CLIFFORD A. MEYER AND MARY ALICE MEYER	AMALGAMATED BONANZA PETROLEUM	04/11/77	26	156	124267
240230-000	RELIANCE BAPTIST CHURCH	AMALGAMATED BONANZA PETROLEUM	03/29/77	26	7	123482
240231-000	CLAUDE W. ROSIER, JR AND PATRICIA H. ROSIER	AMALGAMATED BONANZA PETROLEUM	05/03/77	26	420	125825
240232-000	H.A. LUTHER AND GERTRUDE LUTHER	AMALGAMATED BONANZA PETROLEUM	05/04/77	26	356	125217
240233-000	LESLIE M CRENSHAW ET AL	AMALGAMATED BONANZA PETROLEUM	08/31/76	23	639	115001
240235-000	B F NORMAN JR ET AL	AMALGAMATED BONANZA PETROLEUM	07/06/79	34	508	
				523	514	
240236-000	HUGO J. ENDLER & ETHEL METZER ENDLER	PUBLIC LANDS EXPLORATION INC	10/15/74	22	72	96203
240237-000	FRANK E BOYD ET UX	AMALGAMATED BONANZA PETROLEUM	07/06/79	34	505	16885
240239-000	KURTEN CEMETARY ASSOC.	AMALGAMATED BONANZA PETROLEUM	05/29/79	32	201	



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				523	510	
240240-000	HENRY MOORE ET UX	AMALGAMATED BONANZA PETROLEUM	05/08/76	22	478	109447
240241-000	RAYMOND J. FICKEY AND ALICE J. FICKEY	PUBLIC LANDS EXPLORATION INC	10/09/74	22	156	96233
240242-000	RAYMOND B. BUCHANAN, ET UX	PUBLIC LANDS EXPLORATION INC	09/05/74	22 22 22	232 546 547	
240243-000	ROBERT ALAN FJELD ET UX	AMALGAMATED BONANZA PETROLEUM	05/17/77	26	813	
240245-000	OLLIE T LENZ ET UX	PUBLIC LANDS EXPLORATION INC	09/30/74	22 22 22	134 561 562	
240246-000	EUGENE M BEARD ET UX	PUBLIC LANDS EXPLORATION INC	09/16/74	22	93	96214
240247-000	FRED R. JONES AND EDELWEISS K. JONES	PUBLIC LANDS EXPLORATION INC	08/27/74	22 22 22	85 564 565	
240248-000	LEON W STEVENER ET UX	PUBLIC LANDS EXPLORATION INC	09/27/74	22 22 22	248 533 534	
240249-000	W.F. ODOM	PUBLIC LANDS EXPLORATION INC	08/27/74	22	515	
240251-000	WALTER J. KINDT AND MINNIE M. KINDT	PUBLIC LANDS EXPLORATION INC	09/30/74	22 22 22	138 526 527	
240252-000	FRANK FRIDEL, ET AL	PUBLIC LANDS EXPLORATION INC	10/04/74	22	111	96220
240253-000	W.W. HUMPHRIES, ET UX	AMALGAMATED BONANZA PETROLEUM	06/23/76	22 22	610 & 610	111205
240254-000	GUS E. JOPP	PUBLIC LANDS EXPLORATION INC	12/06/74	22	291	96540
240255-000	GERTRUDE JOPP LLOYD	PUBLIC LANDS EXPLORATION INC	12/06/74	22	288	96539
240256-000	LANSING ALLISON DUBOSE	AMALGAMATED BONANZA PETROLEUM	09/21/76	23	658	115174
240257-000	LUCILLE RUFFINO AND JOE A. RESTIVO	AMALGAMATED BONANZA PETROLEUM	09/03/76	24	3	115586
240258-000	LOUIS L. KINDT AND ELOISE B.	AMALGAMATED BONANZA PETROLEUM	06/22/76	22	630	111273



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KINDT						
240260-000	LESLIE LLOYD AND VIVIAN M. LLOYD	AMALGAMATED BONANZA PETROLEUM	06/24/76	22	607	111204
240261-001	CARROLL WOOD ET UX	AMALGAMATED BONANZA PETROLEUM	12/29/76	24	815	119686
240261-002	GEORGE BATTEN ET UX	AMALGAMATED BONANZA PETROLEUM	12/28/76	24	813	119685
240263-000	ROBERT HENRY MOORE AND LOIS V. MOORE	PUBLIC LANDS EXPLORATION INC	11/08/74	22	277	96536
240264-000	BRYAN W. HEARNE AND CORA C. HEARNE	AMALGAMATED BONANZA PETROLEUM	06/24/76	22	628	111272
240265-000	DAVID B. KEHLENBRINK AND BARBARA S. KEHLENBRINK	AMALGAMATED BONANZA PETROLEUM	06/24/76	22	650	111365
240266-000	JOHN ALLEN CONAWAY AND LOUISE E. CONAWAY	AMALGAMATED BONANZA PETROLEUM	06/25/76	22	655	111367
240267-000	JOHN E. HERMAN AND INORA S. HERMAN	AMALGAMATED BONANZA PETROLEUM	06/25/76	22	645	111363
240269-000	BROCK H. FAULKNER AND VERA FAULKNER	AMALGAMATED BONANZA PETROLEUM	06/28/76	22	666	111435
240270-000	HILDA FRENZEL	AMALGAMATED BONANZA PETROLEUM	06/29/76	22	698	111756
240271-000	WILLIE MILBERGER, JR.	AMALGAMATED BONANZA PETROLEUM	07/06/76	22	706	111759
240272-001	CLED H. WARREN AND ROSE S. WARREN	AMALGAMATED BONANZA PETROLEUM	06/22/76	22 37 82	663 783 408	
240272-002	W.L. MCMELLON AND ALINE MCMELLON	JORDAN ENGINEERING, INC.	01/19/78	30 471 37 82	292 605 75 413	
240272-003	B.J. LLOYD	JORDAN ENGINEERING, INC.	03/02/78	31	6	141830
240272-004	ZELLA BELLE HOWELL	JORDAN ENGINEERING, INC.	03/21/78	31	21	141831
240272-005	HARRY LLOYD MCQUIRE, TRUSTEE	JORDAN ENGINEERING, INC.	02/14/78	30	362	140115
240272-006	MILTON L. SERAFINO	JORDAN ENGINEERING, INC.	01/19/78	30	355	140113



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240273-000	JAMES A. MCCALLUM, ET AL	AMALGAMATED BONANZA PETROLEUM	06/07/76	22	681	111750
240274-000	MARSHAL ROSS AND MARY FRANCES ROSS	AMALGAMATED BONANZA PETROLEUM	07/10/76	22	735	111916
240275-000	LENA MILBERGER	AMALGAMATED BONANZA PETROLEUM	07/06/76	22	761	112364
240276-000	SAM P. URSO & RUBY L. URSO	AMALGAMATED BONANZA PETROLEUM	07/09/76	22	742	112110
240277-000	JAY J. BUSEY AND GLORIA B. BUSEY	AMALGAMATED BONANZA PETROLEUM	07/01/76	22	759	112240
240278-000	CHARLES GUMIENNY AND ROSALIE KOLEDJAK GUMIENNY	AMALGAMATED BONANZA PETROLEUM	07/26/76	23	143	112655
240279-000	MARTIN E. VAVRA AND GERALDINE L. VAVRA	AMALGAMATED BONANZA PETROLEUM	07/22/76	23	255	113029
240280-000	JOSEPH D. STAFFORD AND BILLY S. STAFFORD	AMALGAMATED BONANZA PETROLEUM	07/22/76	23	297	113289
240281-000	BENNIE GUMIENNY AND HENRIETTA KOLEDJAK GUMIENNY	AMALGAMATED BONANZA PETROLEUM	07/26/76	23	293	113287
240282-001	GERALD S. PITTS, LTD #1	AMALGAMATED BONANZA PETROLEUM	07/26/76	22	304	113292
240283-000	GERALD S. PITTS, LTD #1	AMALGAMATED BONANZA PETROLEUM	07/26/76	23	299	113291
240284-001	MARTHA HEDTKE	AMALGAMATED BONANZA PETROLEUM	07/27/76	23	351	113580
240284-002	BOBBY HOLLIDAY AND PALMA HOLLIDAY	AMALGAMATED BONANZA PETROLEUM	09/23/76	23	820	115457
240287-001	JAMES LANG AND PEARL L. LANG	PUBLIC LANDS EXPLORATION INC	08/26/74	22	79	96209
240287-002	TEXAS OSAGE ROYALTY POOL, INC	AMALGAMATED BONANZA PETROLEUM	11/24/76	25	344	120976
240288-001	JAMES E TATUM ET AL	JACK E HAVARD	07/29/75	22	385	102130
240288-002	J JOSEPH SHANAHAN ET AL	JACK E HARVARD	09/03/75	22	387	102605
240288-003	PATTIE SIMS NEWBERRY ET VIR	AMALGAMATED BONANZA PETROLEUM	01/04/77	24	824	119750
240288-004	MARTHA JANE WHITMORE ET VIR	JACK E. HAVARD	06/29/76	22	679	111698
240291-003	CURTIS PETERSON AND PATSY PETERSON	AMALGAMATED BONANZA PETROLEUM	02/25/78	30	451	140376

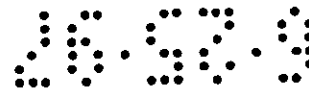
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240291-004	EDDIE WAYNE BOMNSKIE AND SYLVIA JEAN BOMNSKIE	AMALGAMATED BONANZA PETROLEUM	09/18/78	33	527	153567
240291-005	BENJAMIN K. JOHNSTON AND DOROTHY C. JOHNSTON	AMALGAMATED BONANZA PETROLEUM	03/05/79	34	173	159286
240291-006	LOUIS E. ZBORIL	AMALGAMATED BONANZA PETROLEUM	06/10/77	27	271	129550
240291-007	PERRY C. SCOTT BY JACK E. SCOTT, ATTY-IN-FACT	AMALGAMATED BONANZA PETROLEUM	06/02/77	27	277	129553
240291-008	JACK E. SCOTT AND BUENA S. SCOTT	AMALGAMATED BONANZA PETROLEUM	06/02/77	27	279	129554
240291-009	DONALD G. COOK AND PHILIPPA L. COOK	AMALGAMATED BONANZA PETROLEUM	07/07/77	27	308	129568
240291-010	LESTER M. NEWCOMB AND ZALEMAH M. NEWCOMB	AMALGAMATED BONANZA PETROLEUM	09/28/78	33	464	152368
240291-011	JAMES C. BRUNS, ET AL	AMALGAMATED BONANZA PETROLEUM	03/15/78	32	191	145328
240291-012	HENRY C. JOSEY	AMALGAMATED BONANZA PETROLEUM	06/06/77	27	275	129552
240291-013	W.R. NEWCOMB	AMALGAMATED BONANZA PETROLEUM	06/20/77	27	314	129571
240291-014	FRANK FRIDEL	AMALGAMATED BONANZA PETROLEUM	06/02/77	27	316	129572
240291-015	GLENN G. AUTREY AND DORIS ANN AUTREY	AMALGAMATED BONANZA PETROLEUM	06/07/77	27	285	129557
240291-016	BILLY E. MAY AND EMILY K. MAY	AMALGAMATED BONANZA PETROLEUM	06/07/77	27	293	129561
240291-017	CHARLES E. ENGELMAN AND MARIE ANN ENGELMAN	AMALGAMATED BONANZA PETROLEUM	01/12/78	29	466	138043
240291-018	GARY GRAY	AMALGAMATED BONANZA PETROLEUM	07/18/77	27	322	129575
240291-019	GEORGE H. SHEARER AND LENORA G. SHEARER	AMALGAMATED BONANZA PETROLEUM	06/15/77	27	268	129549
240291-020	WILLIAM J. HAMANN AND HOPE HAMANN	AMALGAMATED BONANZA PETROLEUM	06/09/77	27	291	129560
240291-021	EDDIE D. LOHSE AND SHIRLEY L. LOHSE	AMALGAMATED BONANZA PETROLEUM	06/07/77	27	304	129566
240291-022	OTHA NORRIS AND LULA NORRIS	AMALGAMATED BONANZA PETROLEUM	06/09/77	27	295	129562

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240291-023	MILDRED SWANZY	AMALGAMATED BONANZA PETROLEUM	03/01/79	34	159	158943
240291-024	MONROE L. SCHULZ AND ERNA R. SCHULZ	AMALGAMATED BONANZA PETROLEUM	07/07/77	27	306	129567
240291-025	ROGER B. BARNES AND DOROTHY M. BARNES	AMALGAMATED BONANZA PETROLEUM	07/07/77	27	310	129569
240291-026	CHARLES WAYNE NICHOLS AND GEORGIA ANN NICHOLS	AMALGAMATED BONANZA PETROLEUM	06/07/77	27	287	129558
240291-027	CHARLES A. NICHOLS AND DOROTHY A. NICHOLS	AMALGAMATED BONANZA PETROLEUM	06/09/77	27	299	129564
240291-028	WILLIAM JAMES MCELROY	AMALGAMATED BONANZA PETROLEUM	04/10/79	34	249	160400
240291-029	CLARENCE W. WEAKLEY AND GLADYS E. WEAKLEY	AMALGAMATED BONANZA PETROLEUM	06/07/77	27	283	129556
240291-030	JAMES PHILLIP THWEATT AND DIANA THWEATT	AMALGAMATED BONANZA PETROLEUM	06/06/77	27	281	129555
240291-031	TED E. COOK AND FANNY MAUD COOK	AMALGAMATED BONANZA PETROLEUM	06/02/77	27	320	129574
240291-032	TED M. COOK AND VIRGINIA COOK	AMALGAMATED BONANZA PETROLEUM	06/18/77	27	318	129573
240291-033	LUCILLE BOYD	AMALGAMATED BONANZA PETROLEUM	12/29/76	24	810	119684
240291-034	EDNA M. BAWCOM	AMALGAMATED BONANZA PETROLEUM	03/12/79	34	170	159120
240291-035	LOGAN FLUITT, TRUSTEE	AMALGAMATED BONANZA PETROLEUM	07/14/77	27	326	129577
240291-036	BOBBY G. DREW AND MARY JOYCE DREW	AMALGAMATED BONANZA PETROLEUM	08/25/77	27	828	132415
240293-001	HENRY C. JOSEY AND CINDY A. JOSEY	AMALGAMATED BONANZA PETROLEUM	03/07/77	25	768	122911
240293-002	H. R. TURNER	AMALGAMATED BONANZA PETROLEUM	01/28/77	25	338	120974
240293-003	S. R. BUCHANAN	AMALGAMATED BONANZA PETROLEUM	01/28/77	25	341	120975
240294-001	J. H. KURTEN	TOMMY JACKSON	01/13/77	24	839	119980
240294-002	JAMES LANG AND PEARL LANG	TOMMY JACKSON	12/14/76	24	585	118737

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240296-000	JOE SIKORSKI, JR AND RUTH SIKORSKI	AMALGAMATED BONANZA PETROLEUM	02/26/77	25	543	121954
240297-000	CHARLES W. GENTRY AND ILENE A. GENTRY	AMALGAMATED BONANZA PETROLEUM	02/16/77	25	539	121911
240298-000	CHARLES BROCKSMITH AND CLARA BROCKSMITH	AMALGAMATED BONANZA PETROLEUM	01/21/77	25	124	120530
240299-001	RICHARD E. LICHTENWALNER AND JOANNE D. LICHTENWALNER	AMALGAMATED BONANZA PETROLEUM	01/19/77	25	122	120529
240300-000	JIMMY RAY WRIGHT ET UX	AMALGAMATED BONANZA PETROLEUM	03/04/77	25	770	122912
240301-000	MARTIN L. RILEY, JR AND JUDITH ANN RILEY	AMALGAMATED BONANZA PETROLEUM	03/15/77	25	765	122910
240302-000	VICTOR J KOLOGINCZAK	AMALGAMATED BONANZA PETROLEUM	03/18/77	25	763	122909
240303-000	RAYMOND A. DIETRICH, ET UX	AMALGAMATED BONANZA PETROLEUM	03/30/77	26	153	124266
240304-000	RELIANCE EDUCATIONAL & REC.	AMALGAMATED BONANZA PETROLEUM	03/29/77	26	4	123481
240305-000	ERNEST LOVELL AND CLOVIS A. LOVELL	AMALGAMATED BONANZA PETROLEUM	04/20/77	26	162	124375
240306-000	TRYON CEMETERY	AMALGAMATED BONANZA PETROLEUM	04/25/77	26	257	124751
240307-000	JAMES C. SHAW AND DELORES ROSE SHAW	AMALGAMATED BONANZA PETROLEUM	04/25/77	26	246	124533
240308-000	GRADY CHARLES STEPHENS AND LESLIE ANN STEPHENS	AMALGAMATED BONANZA PETROLEUM	05/12/77	26	375	125439
240310-000	GEORGE T. NORMAN III AND SARAH F. NORMAN	AMALGAMATED BONANZA PETROLEUM	05/07/77	26	353	125216
240311-000	WALTER S. BRITTEN, ET AL	PUBLIC LANDS EXPLORATION INC	10/08/74	22	225	
240312-000	JIMMY G. PLANTT AND MARY STELLA PLANTT	AMALGAMATED BONANZA PETROLEUM	05/07/77	26	344	125213
240313-000	CHESTER D. BYNUM AND FLORENE COOK BYNUM	AMALGAMATED BONANZA PETROLEUM	05/05/77	26	370	125318
240314-000	TRAVIS THIGPIN	AMALGAMATED BONANZA PETROLEUM	05/19/77	26	439	125831
240315-000	WALTER TUBBS, SR AND MARY ANN	AMALGAMATED BONANZA PETROLEUM	05/07/77	26	341	125212

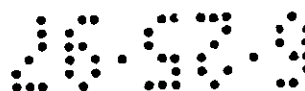
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	TUBBS					
240316-000	JERRY H. LAWSON AND PEGGY J. LAWSON	AMALGAMATED BONANZA PETROLEUM	05/07/77	26	350	125215
240317-000	WILLIS L. RUSSELL AND LEOTA H. RUSSELL	AMALGAMATED BONANZA PETROLEUM	05/07/77	26	347	125214
240318-000	COLEMAN L. MARSH AND CHARLENE MARSH	AMALGAMATED BONANZA PETROLEUM	05/03/77	26	326	125032
240319-000	FELIX BOMNSKIE, JR AND DELL BOMNSKIE	AMALGAMATED BONANZA PETROLEUM	05/02/77	26	359	125218
240320-001	GERALD S. PITTS, LTD #1	AMALGAMATED BONANZA PETROLEUM	04/19/77	31	851	144133
240341-SUR	W.F. ODOM	GULF OIL CORPORATION	06/01/84	756	1	317752
240342-SU1	MARGARET SHEALY BROWN	GULF OIL CORP	06/01/84	755	815	317743
240342-SU10	W.P. BARRETT, JR	GULF OIL CORP.	06/01/84	755	800	317742
240342-SU2	HAROLD N. SHEALY	GULF OIL CORP.	06/01/84	756 756	9 7	
240342-SU3	MARVIN SHEALY	GULF OIL CORP.	06/01/84	756	15	317754
240342-SU4	GRACE E. SHEALY	GULF OIL CORP.	06/01/84	756	21	317753
240342-SU5	MARY ANN WOODS	GULF OIL CORP.	06/01/84	756	37	317759
240342-SU6	ERCCEL L. LINDSEY	GULF OIL CORP.	06/01/84	755	846	317751
240342-SU7	ESTATE OF JOHN V. LINDSEY	GULF OIL CORP.	06/01/84	755	841	317750
240342-SU8	RALPH E. LINDSEY	GULF OIL CORP.	06/01/84	755	836	317749
240342-SU9	WILLIAM H. LINDSEY	GULF OIL CORP.	06/01/84	755	831	317748
240352-SUR	GERTRUDE JOPP LLOYD, IND & ADMIN OF EST. OF DON E. LLOYD	GULF OIL CORP.	04/15/81	523	602	
240353-SUR	EDELWEISS KOPPE JONES	GULF OIL COMPANY USA	06/01/84	755	826	242178
240354-000	JAMES D. WILSON, TRUSTEE ET AL	AMALGAMATED BONANZA PETROLEUM LTD.	06/25/76	27 2374	564 224	
240355-ROW	DELVIN R. BARRETT	MERIT ENERGY COMPANY	04/30/92	1852	322	526719

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EXHIBIT "A"

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240356-000	MORRIS KLINTWORTH AND MADELINE KLINTWORTH	PUBLIC LANDS EXPLORATION, INC.	11/25/74	22	267	96534
240361-001	MRS. CLARA E. KLINTWORTH	PUBLIC LANDS EXPLORATION, INC.	10/04/74	22	118	96222
240361-002	MORRIS E. KLINTWORTH ET AL	GULF OIL CORPORATION	12/24/80	37	69	192309
250534-000	PAMELA LANG GUERRERO ET VIR	C.R. HARDY	12/09/75	22	444	
250535-000	RAYMOND IAN LANG	C.R. HARDY	12/09/75	22	461	
250555-000	ST TX #M-97474	CODY ENERGY, INC.	08/06/96	2703	66	
240366-000	ST TX #M-97722	CODY ENERGY, INC.	12/17/96			

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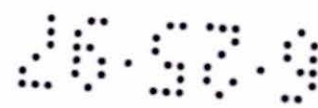
1. Assignment of Oil, Gas and Mineral Leases from Kent M. Johnston, et al. to Merit Energy Partners, L.P., dated April 3, 1990, effective January 1, 1990, recorded in Vol. 1178, Pg. 333, Brazos County, Texas.
2. Assignment of Oil, Gas and Mineral Leases from E.C. Johnston, Jr. to Merit Energy Partners, L.P., dated April 3, 1990, effective January 1, 1990, recorded in Vol. 1176, Pg. 859, Brazos County, Texas.
3. Assignment of Oil, Gas and Mineral Leases from William C. Richardson to Merit Energy Partners II, L.P., dated September 16, 1991, effective August 1, 1991, recorded in Vol. 1386, Pg. 141, Brazos County, Texas.
4. Assignment of Oil, Gas and Mineral Leases from James R. Sowell to Merit Energy Partners II, L.P., dated July 13, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 080, Brazos County, Texas.
5. Assignment of Oil, Gas and Mineral Leases from Roland W. Kamprath to Merit Energy Partners II, L.P., dated June 29, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 089, Brazos County, Texas
6. Assignment of Oil, Gas and Mineral Leases from M.W. Parse Jr., Trustee to Merit Energy Partners II, L.P., dated December 4, 1991, effective November 1, 1991, recorded in Vol. 1390, Pg. 343, Brazos County, Texas.
7. Assignment of Oil, Gas and Mineral Leases from Dan G. Matthews to Merit Energy Partners II, L.P., dated June 18, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 086, Brazos County, Texas.
8. Assignment of Oil, Gas and Mineral Leases from B.M. Rankin Jr. to Merit Energy Partners II, L.P., dated July 12, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 083, Brazos County, Texas.
9. Assignment of Oil, Gas and Mineral Leases from Beverly Kamprath to Merit Energy Partners II, L.P., dated July 23, 1990, effective June 1, 1990, recorded in Vol. 1201, Pg. 1, Brazos County, Texas
10. Assignment of Oil, Gas and Mineral Leases from J. Wylie Harris, Jr. to Merit Energy Partners II, L.P., dated July 26, 1990, effective June 1, 1990, recorded in Vol. 1201, Pg. 180, Brazos County, Texas.
11. Assignment of Oil, Gas and Mineral Leases from D. D. I., Inc. to Merit Energy Partners II, L.P., dated October 10, 1990, effective October 1, 1990, recorded in Vol. 1221, Pg. 636, Brazos County, Texas.

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12. Assignment of Oil, Gas and Mineral Leases from Jefferson D. Giller to Merit Energy Partners II, L.P., dated June 25, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 095, Brazos County, Texas.
13. Assignment of Oil, Gas and Mineral Leases from Roy Hogan to Merit Energy Partners II, L.P., dated July 9, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 092, Brazos County, Texas.
14. Assignment of Oil, Gas and Mineral Leases from John W. Berry to Merit Energy Partners II, L.P., dated June 18, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 107, Brazos County, Texas.
15. Assignment of Oil, Gas and Mineral Leases from Tom C. Berry to Merit Energy Partners II, L.P., dated June 18, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 104, Brazos County, Texas.
16. Assignment of Oil, Gas and Mineral Leases from B. J. Bradshaw to Merit Energy Partners II, L.P., dated July 3, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 098, Brazos County, Texas.
17. Assignment of Oil, Gas and Mineral Leases from Charles D. Boston to Merit Energy Partners II, L.P., dated July 10, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 101, Brazos County, Texas.
18. Assignment of Oil, Gas and Mineral Leases from W. Fred Cameron to Merit Energy Partners II, L.P., dated November 19, 1990, effective October 1, 1990, recorded in Vol. 1251, Pg. 239, Brazos County, Texas.
19. Assignment of Oil, Gas and Mineral Leases from CSM, Inc. to Merit Energy Partners II, L.P., dated August 13, 1990, effective June 1, 1990, recorded in Vol. 1205, Pg. 047, Brazos County, Texas.
20. Assignment of Oil, Gas and Mineral Leases from James H. Stuckey to Merit Energy Partners II, L.P., dated June 22, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 077, Brazos County, Texas.
21. Assignment of Oil, Gas and Mineral Leases from Charles Ward to Merit Energy Partners II, L.P., dated September 21, 1990, effective June 1, 1990, recorded in Vol. 1251, Pg. 242, Brazos County, Texas.
22. Assignment and Bill of Sale from Gus Edwards Co., et al. to Merit Energy Company, dated January 15, 1990, effective January 1, 1990, recorded in Vol. 1168, Pg. 295, Brazos County, Texas, insofar, and only insofar as Exhibit A to the Assignment and Bill

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of Sale covers and pertains to those particular unitized tracts in the Kurten (Woodbine) Unit listed as follows:

Cled H. Warren Unit #1
Gulf Oil Corporation - Shealy Unit III
B. G. R. S. Tract
H. Cargill Unit #1
Shealy Unit #1
Shealy Unit #2
S.A. Howard Unit
Royal Oaks Estate Unit
Gilpin Unit #2
Gilpin Unit #1

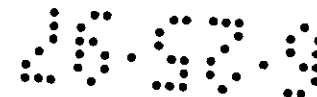
23. Stipulation of Interest between CSM, Inc., et al., Assignor, to Merit Energy Partners II, L.P., Assignee, dated September 20, 1991, recorded in Vol. 1342, Pg. 74, Brazos County, Texas.
24. Assignment of Oil, Gas and Mineral Leases from Inco Nancy A. Partnership, et al. to Merit Energy Partners II, L.P., dated October 23, 1991, effective September 1, 1991, recorded in Vol. 1386, Pg. 144, Brazos County, Texas.
25. Assignment of Oil, Gas and Mineral Leases from Mary Wiley Black to Merit Energy Company, dated April 26, 1990, effective January 1, 1990, recorded in Vol. 1184, Pg. 135, Brazos County, Texas.

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Prospect: Riverside Campus
 State: Texas
 County: Brazos

Lease No.	Lessor	Lessee	Lease Date	Recording Information		
				Book	Page	Reference
012153-000	THE TEXAS A & M UNIVERSITY SYSTEM	ULTRAMAR OIL AND GAS LIMITED	12/11/90	1232	123	
012187-000	DOROTHY PENICKA D'LABAY	FLAIRTEX RESOURCES, INC.	01/29/91	1237	355	
012225-000	THE TEXAS A & M UNIVERSITY SYSTEM	ULTRAMAR OIL AND GAS LIMITED	05/24/91	1280	183	
012263-000	VINCE J. LUZA AND MARY ANN LUZA	MARSHALL A. HARRELL	10/21/76	24	363	
012265-001	VIOLA GOODSON SPELL	ULTRAMAR OIL AND GAS LIMITED	02/27/92	1448	48	
012265-002	BETTY GOODSON BARTEE	ULTRAMAR OIL AND GAS LIMITED	03/05/92	1479	339	
012265-003	PAM GOODSON	ULTRAMAR OIL AND GAS LIMITED	03/05/92	1479	341	
012265-004	SUE GOODSON PUGH	ULTRAMAR OIL AND GAS LIMITED	03/05/92	1479	148	
012265-005	MARY RUTH DRAKE	ULTRAMAR OIL AND GAS LIMITED	04/15/92	1503	159	
012265-006	SHIRLEY MCKNIGHT	ULTRAMAR OIL AND GAS LIMITED	04/15/92	1503	157	
012265-007	ANN ELLSWORTH KENNY	ULTRAMAR OIL AND GAS LIMITED	04/15/92	1701	306	
012265-008	ROLLA LEE ELLSWORTH	ULTRAMAR OIL AND GAS LIMITED	04/15/92	1503	153	
012265-009	JEAN JOHNSON HENDRIX	ULTRAMAR OIL AND GAS LIMITED	04/15/92	1503	151	
012265-010	MELBA JOHNSON FLINT	ULTRAMAR OIL AND GAS LIMITED	04/15/92	1503	149	
012265-011	ROBERT L. JOHNSON, JR.	ULTRAMAR OIL AND GAS LIMITED	04/15/92	1495	77	
012265-012	DICKY ELLSWORTH	ULTRAMAR OIL AND GAS LIMITED	04/15/92	1512	192	
012265-013	ANNABELL GOODSON, LIFE ESTATE	ULTRAMAR OIL AND GAS LIMITED	05/13/92	1576	189	
012265-014	ELSIE GOODSON, LIFE ESTATE	ULTRAMAR OIL AND GAS LIMITED	05/13/92	1530	306	
012265-015	JOSEPH PATTON GOODSON, IND. & AS AIF FOR RICHARD GOODSON & JANICE FORDE	ULTRAMAR OIL AND GAS LIMITED	06/19/92	1586	60	
012265-016	THOMAS EDWARD GOODSON	ULTRAMAR OIL AND GAS LIMITED	06/19/92	1559	10	
012265-017	BETTY GOODSON KLOSE, LIFE ESTATE	ULTRAMAR OIL AND GAS LIMITED	06/19/92	1574	337	



Prospect: Riverside Campus
 State: Texas
 County: Brazos

Lease No.	Lessor	Lessee	Lease Date	Recording Information		
				Book	Page	Reference
012270-001	BRYAN/COLLEGE STATION, N.A., AND MARY ANN LUZA STEIN, CO-TRUSTEES FOR THE MARY ANN LUZA TRUSTS AND MARY ANN LUZA STEIN	ULTRAMAR OIL AND GAS LIMITED	03/16/92	1480	196	
012270-002	STEVE J. NEMEC AND BERNICE NEMEC	UNION PACIFIC RESOURCES CO.	01/08/91	1242	563	
012270-003	STEPHEN W. ONDRASEK AND CYNTHIA ONDRASEK	UNION PACIFIC RESOURCES CO.	01/08/91	1244	59	
012270-004	JOSEPH D. ONDRASEK, JR. AND MELISSA ONDRASEK	UNION PACIFIC RESOURCES CO.	01/08/91	1244	56	
012278-000	ST TX #M 95036	ULTRAMAR OIL AND GAS LIMITED	06/16/92	1555	85	
012279-ROW	THE TEXAS A & M UNIVERSITY SYSTEM	ULTRAMAR OIL AND GAS LIMITED	06/26/92	1555	72	
012285-ROW	THE TEXAS A & M UNIVERSITY SYSTEM	ULTRAMAR OIL AND GAS LIMITED	09/03/92	1606	22	
012292-000	DANIEL R. FORE AND REGINA FORE, DANIEL R. FORE, JR.	UNION PACIFIC RESOURCES CO.	01/04/91	1247	116	
012293-000	ROBERT D. SETH AND JULIA ANN SETH, E. E. MURPHY	UNION PACIFIC RESOURCES CO.	01/21/91	1251	792	
250025-ESM	TEXAS A&M UNIVERSITY SYSTEM	CODY ENERGY, INC.	08/10/94	2181	150	561112
250026-ESM	TEXAS A&M UNIVERSITY SYSTEM	CODY ENERGY, INC.	08/10/94	2181	139	561111
250209-ROW	THE TEXAS A&M UNIVERSITY SYSTEM	CODY ENERGY, INC.	12/06/94	2344	74	578999

2811-106

4529

Exhibit 'B'

Prospect: Dudake
State: Texas
County: Brazos

Well Name..... Well Number....

DUDAKE #1

TX229020

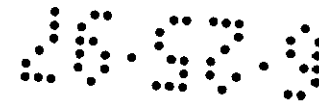


Exhibit 'B'

Prospect: Kuder
State: Texas
County: Brazos

Well Name..... Well Number.....

Kuder, Willie #1
Kuder, Willie #2

TX229007
TX229008

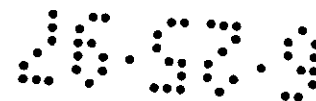


Exhibit 'B'

Prospect: Kurten (Austin Chalk)
State: Texas
County: Brazos

Well Name..... Well Number....

Bennett I-1	TX602001
Holubec I-1	TX602004
McKinney I-1	TX602006
JONES-LANG UNIT 1	TX602010
Conner Odum I-1	TX602011
LANG-ODUM UNIT 1	TX602012
GARRETT JONES UNIT 1	TX602013
RUFFINO-POTTS UNIT 1 WELL #1	TX602014
MCCALLUM SMITH UNIT I-1	TX602015
PAYNE BROWNING #1	TX602018
FEATHER CREST FARMS NO. 1	TX602019
GILPIN UNIT II-1	TX602020
COTTON UNIT II-1	TX602021

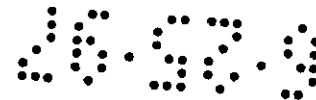


Exhibit 'B'

Prospect: Kurten (Woodbine)
State: Texas
County: Brazos

Well Name..... Well Number....

KURTEN/WOODBINE UNIT	TX601000
Beard II-1	TX601002
Buchanan I-1	TX601003
CONNER I-2	TX601004
Hall I-1	TX601006
Holland I-1	TX601007
HUMPHRIES UT 1	TX601009
Maude Locke #1	TX601011
Norman Boyd I-1	TX601012
Odom W F IV-1	TX601013
Odom W F V-1	TX601014
Odom W F VI-1	TX601015
Payne 1	TX601018
Smith Richard I-1	TX601019
Smith Richard III	TX601020
Wilson H O I-1	TX601023
Yeager-Keller I-1	TX601024
COMPRESSOR STATION 'A'	TX601145
COMPRESSOR STATION 'B'	TX601146
COMPRESSOR STATION 'C'	TX601147
DANSBY UNIT I-#2	TX601212

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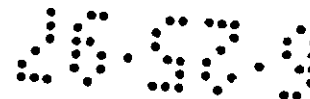
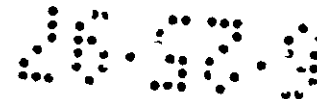


Exhibit 'B'

Prospect: Riverside Campus
State: Texas
County: Brazos

Well Name..... Well Number.....

FAZZINO-PENICKA UNIT #1	TX229002
Luza, V. et al #1	TX229003
SALPETRO-PENICKA UNIT #1	TX229006
RIVERSIDE REFRIGERATION UNIT	TX229011
Riverside Refrigeration #2	TX229012
Riverside Gas Gathering Syst	TX229013
Riverside Campus #1	TX229014
Riverside Campus #2	TX229015
Riverside Campus #3	TX229016
Riverside Campus #4	TX229017
Riverside Campus #5	TX229018
RIVERSIDE CAMPUS #6	TX229019



M. 95036 (10)
Assignment
File Dated JUL 30 1997

95036

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