MF095338

#~~2285~~
#11257

State Lease	Control	Base File	County
MF095338	56-029973		BRAZOS

Survey	HIGHWAYS & PUBLIC TRANSPORTATION DE	
Block		
Block Name		
Township		
Section/Tract		
Land Part		
Part Description	HIGHWAY RIGHT-OF-WAY	
Acres	11.81	
Depth Below	*Depth Above*	*Depth Other*
0	0	
Name	UNION PACIFIC RESOURCES	
Lease Date	4/3/1993	
Primary Term	2 yrs	
Bonus ($)	$1,476.25	
Rental ($)	$0.00	
Lease Royalty	0.2000	

Leasing: JK
Analyst:
Maps: JK
GIS: MC

#2285

6.91 UNIT ACRES

~~4.90 NON-UNIT AC.~~ (EXPIRED)

HIGHWAY RIGHT-OF-WAY M-95338 Paid-up

COUNTY (CODE)	BRAZOS (21)
SURVEY	JOHN B. ROOT ABST 203
BLOCK	
TOWNSHIP	
SECTION	
PART	O.S.R.
ACRES	~~11.81~~ 6.91 AC
DEPTH LIMITS	
BASE FILE (S)	
CONTROL NO. (S)	56-03170-0
LESSEE	UNION PACIFIC RESOURCES
DATE	APRIL 3, 1993
PRIMARY TERM	2yr
BONUS	125.00 per acre (1,476.25)
ROYALTY	1/5 [redacted])
RENTALS	25.00 per acre paid-up

Pass To:

Legal

Rental

Min. A/c

Min. Map

CONTENTS OF FILE NO. M-95338

Highway R.O.W.

1. Lease	8-3-93	
2 Memo	7-28-93	
3. Lse Appl	—	
4. Letter	6-2-93	
5. Letter	6-3-93	
6. Letter	6-3-93	
7. Letter	6-10-93	
8. R.O.W. Map	—	
9. Plat	—	
10. Adj Mineral Owners	—	
11. Waiver	6-3-93	
12. Affidavit	6-3-93	
13. Deed (3)	—	
14. Lease (4)	—	
15. Division Order	DEC 12 1994	
16. UNIT DESIGNATION	11/30/94	
Scanned SM 12/22/15		
(SEE ITEM # 21 IN M-120337		
FOR UNIT 11257)		
Scanned TR 1/19/2022		

GLO-S-08-(1-82)

HROW Lease
Revised 10/89

The State of Texas

Austin, Texas

PAID-UP

OIL AND GAS LEASE NO. M-95338
GENERAL LAND OFFICE
AUSTIN, TEXAS

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32, 34 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board, and Union Pacific Resources Company, whose address is P.O. Box 7, Fort Worth, Texas 76101-0007, hereinafter called "Lessee". 1730729737

1. Lessor, in consideration of One Thousand Four Hundred Seventy Six and 25/100 Dollars ($1,476.25), 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:

> 11.81 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 11.81 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 two (2) years from August 3, 1993, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. ROYALTIES: As royalty Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal one fifth (1\5) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one fifth (1\5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

(b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one fifth (1\5) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one fifth (1\5) of such gas and casinghead gas.

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

(d) Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle

labor trouble or to market gas upon terms unacceptable to Lessee.

(e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of $295.25. 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 $590.50, 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 August 3, 1993.

Garry Mauro

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

Approved:
Energy: RH
Legal(Form): RM
Executive:

Brazos County
CSJ 475-1-1
OSR
No. 412

Exhibit "A"

Being 11.81 acres of land, more or less, situated in the John B. Root Survey, Abstract No. 203, in Brazos County, Texas. Said 11.81 acres being all of the same lands conveyed to the State by deeds from Fritz Severa, et ux as recorded in Volume 115, Page 6, and Wylie B. Higgs, et ux as recorded in Volume 115, Page 1, of the Deed Records of Brazos County, Texas. Also included is other highway right of way. Said 11.81 acres being a strip of land 120.00 feet in width, 60.00 feet on either side of the OSR centerline which is more particularly described as follows, to wit:

Beginning at a point on the centerline of OSR where the northerly line of a county road would intersect, if extended at Engineer's Centerline Station Number 794+45.00. Said northerly line also being the southerly boundary line of the Wylie Higgs property;

Thence N 10° 19' 00" E, along the centerline of OSR, a distance of 906.10 feet to the P.C. of a 01° 00' curve to the left. Said P.C. being Engineer's Centerline Station Number 803+51.10;

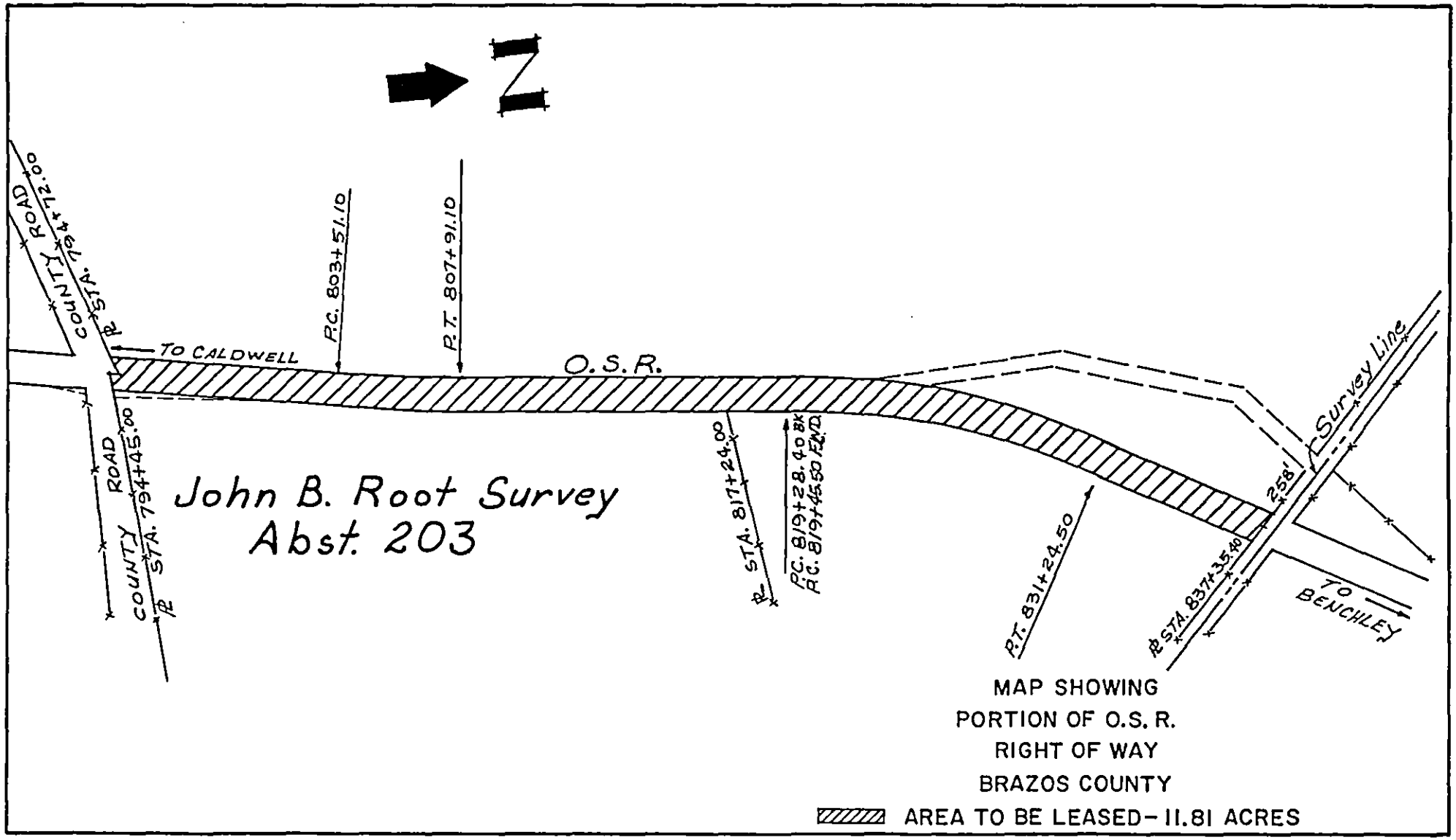
Thence, around said curve to the left, a distance of 440.00 feet to the P.T. of said curve at Engineer's Centerline Station Number 807+91.10;

Thence N 05° 55' 00" E, along the centerline of OSR, a distance of 1,137.30 feet to the P.C. of a 02° 00' curve to the right. Said P.C. being an equation point at Engineer's Centerline Station Number 819+28.40 back 819+45.50 forward;

Thence, around said curve to the right, a distance of 1,179.00 feet to the P.T. of said curve at Engineer's Centerline Station Number 831+24.50;

Thence N 29° 30' 00" E along the centerline, a distance of 610.90 feet to a point being the end of the herein described centerline at Engineer's Centerline Station Number 837+35.40.

The above described tract contains 11.81 acres of land, more or less, and being as indicated on the official right of way map which is on file with the Texas Department of Transportation and identified under Control Number 475-1-1.



MAP SHOWING
PORTION OF O.S. R.
RIGHT OF WAY
BRAZOS COUNTY

AREA TO BE LEASED– 11.81 ACRES

MF M-95338
Item Lease
To
From
Date 8-3-93

M.95338

GENERAL LAND OFFICE

GARRY MAURO
COMMISSIONER

MEMORANDUM

DATE: July 28, 1993

TO: School Land Board

FROM: Robert Hatter / Lease Administration

SUBJECT: Application To Lease Right-of-Way

APPLICANT: Union Pacific Resources Co.

REFERENCE: Being 11.81 acres, more or less, of O.S.R. situated in the Robt. B. Root Survey A-203, Brazos County, Texas

The following terms were provide for in the adjacent leases:

	High	Low
Bonus/Acre:	$125.00	$100.00
Royalty:	1/5	1/5
Delay Rental:	$ 25.00	$ 10.00
Primary Term:	2 year	3 year

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

Bonus/Acre:	$125.00 per acre
Royalty:	1/5 royalty
Delay Rental:	$ 25.00
Primary Term:	2 year

Union Pacific Resources Co. 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 11.81 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.

Texas Department of Transportation

P.O. BOX 5075 • AUSTIN, TEXAS 78763-5075 • (512) 416-2901

July 19, 1993

Contact: D-15

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

Dear Commissioner Mauro:

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

County	Nominator	Bonus	Royalty	Primary Term	Delay Rental
DeWitt	Alyana Energy Corp.	$250.00	1/4	3 years	$20.00
Brazos	Union Pacific Resources Co.	$125.00	1/5	2 Years	$25.00

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

Sincerely,

Gary Bernethy

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

Brazos County
CSJ 475-1-1
OSR
No. 412

Exhibit "A"

Being 11.81 acres of land, more or less, situated in the John B. Root Survey, Abstract No. 203, in Brazos County, Texas. Said 11.81 acres being all of the same lands conveyed to the State by deeds from Fritz Severa, et ux as recorded in Volume 115, Page 6, and Wylie B. Higgs, et ux as recorded in Volume 115, Page 1, of the Deed Records of Brazos County, Texas. Also included is other highway right of way. Said 11.81 acres being a strip of land 120.00 feet in width, 60.00 feet on either side of the OSR centerline which is more particularly described as follows, to wit:

Beginning at a point on the centerline of OSR where the northerly line of a county road would intersect, if extended at Engineer's Centerline Station Number 794+45.00. Said northerly line also being the southerly boundary line of the Wylie Higgs property;

Thence N 10° 19' 00" E, along the centerline of OSR, a distance of 906.10 feet to the P.C. of a 01° 00' curve to the left. Said P.C. being Engineer's Centerline Station Number 803+51.10;

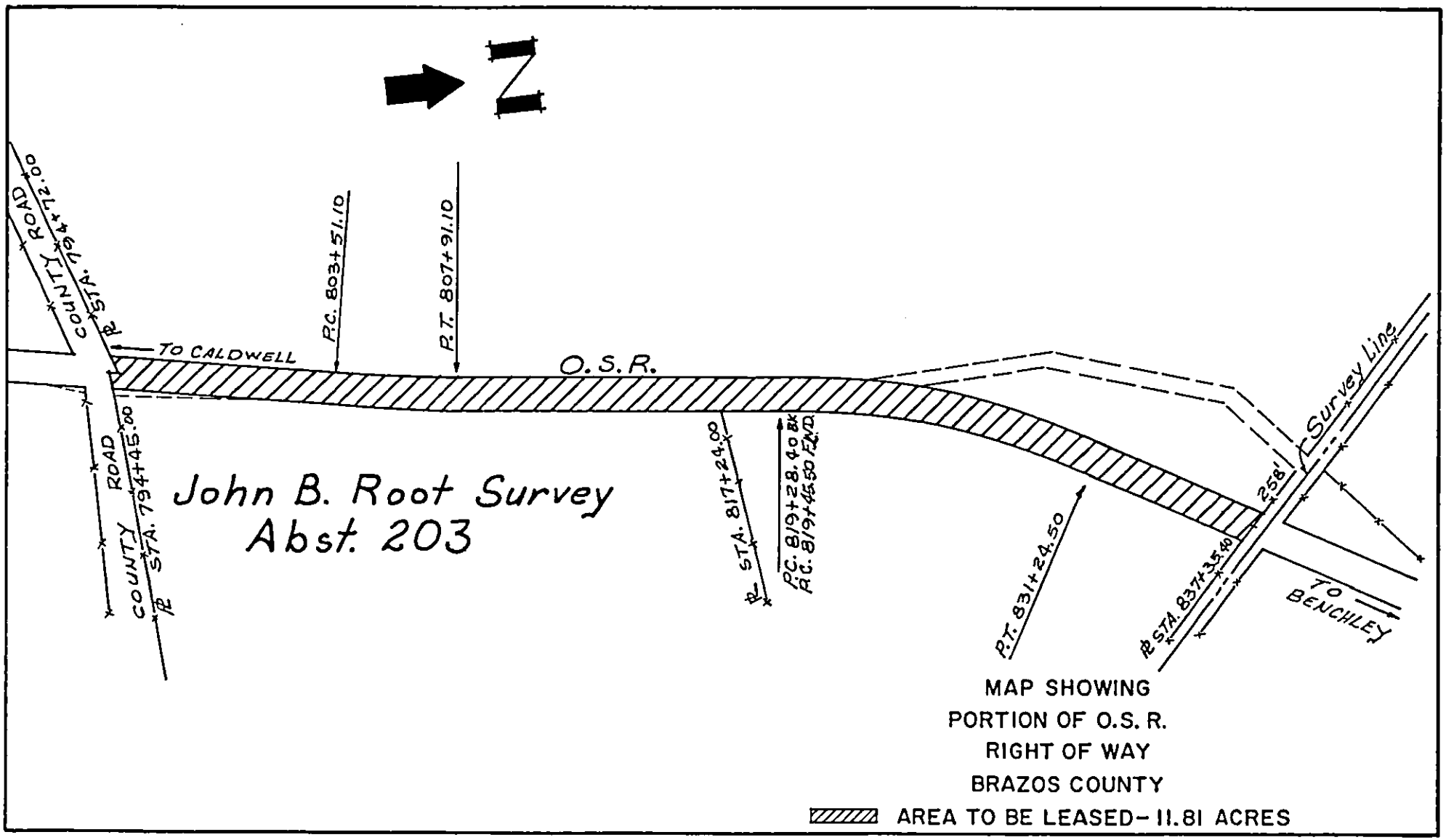
Thence, around said curve to the left, a distance of 440.00 feet to the P.T. of said curve at Engineer's Centerline Station Number 807+91.10;

Thence N 05° 55' 00" E, along the centerline of OSR, a distance of 1,137.30 feet to the P.C. of a 02° 00' curve to the right. Said P.C. being an equation point at Engineer's Centerline Station Number 819+28.40 back 819+45.50 forward;

Thence, around said curve to the right, a distance of 1,179.00 feet to the P.T. of said curve at Engineer's Centerline Station Number 831+24.50;

Thence N 29° 30' 00" E along the centerline, a distance of 610.90 feet to a point being the end of the herein described centerline at Engineer's Centerline Station Number 837+35.40.

The above described tract contains 11.81 acres of land, more or less, and being as indicated on the official right of way map which is on file with the Texas Department of Transportation and identified under Control Number 475-1-1.



MAP SHOWING
PORTION OF O.S. R.
RIGHT OF WAY
BRAZOS COUNTY

AREA TO BE LEASED- 11.81 ACRES

MF M-95338
Item Memo
To School Board
From Hatter
Date 7-28-93

Highway Lease Applicant

Name of Lease Applicant: UPRC by Page Foshee

County & Tract Description:

Brazos Co. / ~~6.91~~ ac along St. Hwy. 0SR / in the Francisco Ruiz Sur. A-48 + J. B. Root Sur. A-203

Date Sent to Highway Department: 6.10

Check List: 11.81

- Letter of Application and plat
- Names and addresses of adjacent mineral owners
- Affidavit of non-production within 2500 feet Horizontal well
- $100 processing fee + Bonus
- Written waiver of statutory notice
- Certified copy/copies of adjacent lease/leases
- Notarized affidavit of consideration paid
- Title Opinion
- Is the right-of-way on Relinquishment Act Land No

Remarks:

[redacted] $929.90

1476.25
22.15
295.25
$1793.65

Paid only

863.75 - Bonus
12.96 - 1½ state fee
172.75 - Rental
$1049.46

	High	Low
	125.00	100.00
	15	15
	2yr	3yr
	25.00	10.00

Paid up

Shut in - 25.00

Date Appeared Before SLB:

Approved:

Disapproved:

Problems:

on 6.91 Ac

Date Lease Issued:

Review
Copy
tk to Mary
log IN
call

Do letter / call Page

MF M-95338 3
Item Lse Appl
To
From
Date

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

TELECOPIER (713) 752-4221
TELEX 79-1932

OTHER LOCATIONS
DALLAS
FORT WORTH
SAN ANTONIO

WRITER'S DIRECT DIAL NO.:
713/752-4305

June 2, 1993

Mr. Martin J. Schardt
Mail Station 3308
Union Pacific Resources Company
Burnett Plaza, 31st Floor
801 Cherry Street
Fort Worth, Texas 76102

Re: Proposed Porterfield-Salvato Unit #1
612 acres, more or less
Francisco Ruiz League, A-48, and
John B. Root Survey, A-203
Brazos County, Texas
(Our Firm File No. 002025.00682)

Dear Mr. Schardt:

We have examined title based on title materials certified through April 23, 1993, at 5:00 p.m., to the following tracts of land, all of which adjoin the State highway known as the "OSR", located in the John B. Root Survey, A-203, and the Francisco Ruiz Survey, A-48, Brazos County, Texas:

Tract 1 - Dorcas Higgs Haltom - 50.603 acres
Tract 2 - Irene H. Porterfield et vir, Clyde Porterfield - 60.603 acres
Tract 3 - Clyde J. Porterfield et ux, Irene Porterfield - 55.61 acres
Tract 4 - Frank Salpetro - 10.0 acres

Said tracts are depicted on the attached Exhibit A for your convenience.

Based on such title examination, we advise as follows: (1) none of the tracts examined are Relinquishment Act lands; (2) Union Pacific Resources Company has oil and gas leases on all of said tracts; (3) the State of Texas acquired by deed and currently holds title to the minerals under that portion of the OSR adjoining all of Tracts 1 and 2 and the cross-checked portions of Tracts 3 and 4. For purposes of unit

development, you should acquire from the State of Texas an oil and gas lease covering said portion of the OSR pursuant to the provisions of the Texas Natural Resources Code Section 32.001, et seq.; and (4) as we did not find a deed into the State covering the portion of the OSR adjoining the non-cross-checked portion of Tracts 3 and 4, it is our opinion that, absent an unrecorded instrument, the State of Texas does not own the minerals under said portion of the OSR, but said portion is owned by your lessors of the adjoining tracts and is subject to your leases from them.

Should you have any further questions, please contact us.

Very truly yours,

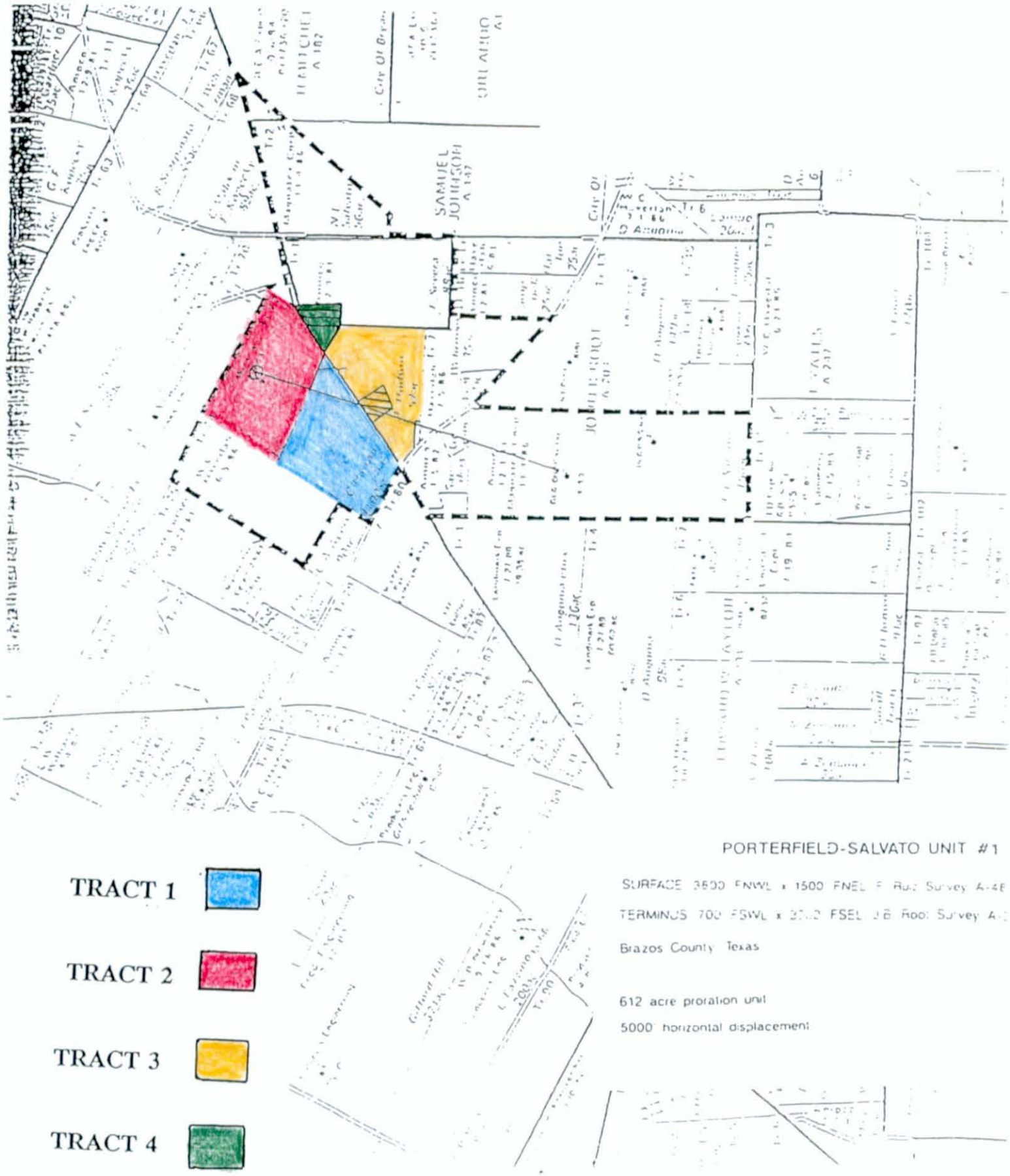
Lori L. Elam

LLE:kmm

Lori L. Elam

cc: Mr. Douglas A. Williford
cc: Ms. Virginia Parsons
cc: Mr. Page Foshee
1505 Sunnyvale #102
Austin TX 78741

EXHIBIT A


TRACT 1
TRACT 2
TRACT 3
TRACT 4
PORTERFIELD-SALVATO UNIT #1
SURFACE 3600 FNWL x 1500 FNEL
TERMINUS 700 FSWL x
FSEL
Brazos County Texas
612 acre proration unit
5000' horizontal displacement

4

MF M-95338
Item Ltr
To Schardt
From Jackson + Walker
Date 6-2-93

Stowers & Company
Oil and Gas Properties
P.O.Box 50017
Austin, Texas 78763-0017

Page S. Foshee
Landman

512-326-2747

June 3, 1993

Mr. Drew Reid
Texas General Land Office
Stephen F. Austin State Office Building
1700 N. Congress Avenue
Austin, Texas 78701-1495

RE: Application to lease a portion of State Highway OSR, 6.91 acres, more or less, part of the Francisco Ruiz Survey, A-48, and the J. B. Root Survey, A-203, Brazos County, Texas.

Dear Mr. Reid:

Our client, Union Pacific Resources Company (UPRC) of Fort Worth, Texas, wishes to acquire an oil and gas lease covering the above referenced highway right-of-way tract.

I enclose the following items for your review:

1. Photocopy of a Right-of-Way Deed from Wylie B. Higgs and wife, Maggie J. Higgs, to the State of Texas, dated October 26, 1943, recorded in Volume 115, Page 1 of the Deed Records of Brazos County, Texas;

2. Photocopy of a Right-of-Way Deed from Fritz Severa and wife, Mrs. Julia Severa, to the State of Texas, dated October 2, 1943, recorded in Volume 115, Page 6 of the Deed Records of Brazos County, Texas;

3. Photocopy of the Texas State Highway Department plat of the Old San Antonio Road (OSR) Right-of-Way, dated May, 1944, covering survey stations 770 through 890, for location and deed reference purposes;

4. A plat depicting the proposed Union Pacific Resources Company "Porterfield-Salvato Unit" which the OSR right-of-way bisects, with that portion of the OSR right-of-way which UPRC seeks to lease marked in fluorescent green;

5. A list of owners of minerals adjacent to the OSR right-of-way;

6. A Statutory Notice Waiver, executed by me on behalf of UPRC;

7. An Affidavit of Lease Consideration Paid owners for oil and gas leases owned by UPRC on interests adjacent to the OSR right-of-way;

8. Copies of Certified Copies of each lease referenced in the Lease Consideration Affidavit;

9. The original title opinion letter by examing attorney Lori L. Elam regarding the OSR right-of-way. (Please note that mineral ownership in and under the 55.61 acre tract described by Elam as "Tract 3" is as follows:

Clyde J. Porterfield et ux	50%
Mary La Dona Hudson	50%);

10. Douglas A. Williford & Co. check number 2072 in the amount of $100, payable to the General Land Office, State of Texas, for processing fees regarding this application; and

11. Douglas A. Williford & Co. check number 2073 in the amount of $863.75, payable to the General Land Office, State of Texas, representing a bonus payment, on behalf of UPRC, of $125.00 per net mineral acre, for the 6.91 acres, more or less, covered by this lease application letter.

As evidenced by the plat outlining the proposed unit, the Porterfield-Salvato No. 1 will be a horizontal well, therefore, no wellbore proximity affidavit is enclosed.

It is my understanding that the Texas Department of Transportation will notify you if a net acreage bonus adjustment is necessary.

Thank you for your review and consideration of our application on behalf of Union Pacific Resources Company.

Please call me if you have any questions regarding this application.

Very truly yours,

Page S. Foshee

PSF/pf
Enclosures

5

MF M-95338

Item Ltr

To Reid

From Fosheer

Date 6-3-93

Stowers & Company
Oil and Gas Properties
P.O.Box 50017
Austin, Texas 78763-0017

Page S. Foshee
Landman

512-326-2747

June 3, 1993

Mr. Drew Reid
Texas General Land Office
Stephen F. Austin State Office Building
1700 N. Congress Avenue
Austin, Texas 78701-1495

X 863.75
X 100.00

93058836
93058837

RE: Application to lease a portion of State Highway OSR, 6.91 acres, more or less, part of the Francisco Ruiz Survey, A-48, and the J. B. Root Survey, A-203, Brazos County, Texas.

170

Dear Mr. Reid: Douglas G. Williford

Our client, Union Pacific Resources Company (UPRC) of Fort Worth, Texas, wishes to acquire an oil and gas lease covering the above referenced highway right-of-way tract.

I enclose the following items for your review:

1. Photocopy of a Right-of-Way Deed from Wylie B. Higgs and wife, Maggie J. Higgs, to the State of Texas, dated October 26, 1943, recorded in Volume 115, Page 1 of the Deed Records of Brazos County, Texas;

2. Photocopy of a Right-of-Way Deed from Fritz Severa and wife, Mrs. Julia Severa, to the State of Texas, dated October 2, 1943, recorded in Volume 115, Page 6 of the Deed Records of Brazos County, Texas;

3. Photocopy of the Texas State Highway Department plat of the Old San Antonio Road (OSR) Right-of-Way, dated May, 1944, covering survey stations 770 through 890, for location and deed reference purposes;

4. A plat depicting the proposed Union Pacific Resources Company "Porterfield-Salvato Unit" which the OSR right-of-way bisects, with that portion of the OSR right-of-way which UPRC seeks to lease marked in fluorescent green;

5. A list of owners of minerals adjacent to the OSR right-of-way;

6. A Statutory Notice Waiver, executed by me on behalf of UPRC;

7. An Affidavit of Lease Consideration Paid owners for oil and gas leases owned by UPRC on interests adjacent to the OSR right-of-way;

8. Copies of Certified Copies of each lease referenced in the Lease Consideration Affidavit;

9. The original title opinion letter by examing attorney Lori L. Elam regarding the OSR right-of-way. (Please note that mineral ownership in and under the 55.61 acre tract described by Elam as "Tract 3" is as follows:

Clyde J. Porterfield et ux	50%
Mary La Dona Hudson	50%);

10. Douglas A. Williford & Co. check number 2072 in the amount of $100, payable to the General Land Office, State of Texas, for processing fees regarding this application; and

11. Douglas A. Williford & Co. check number 2073 in the amount of $863.75, payable to the General Land Office, State of Texas, representing a bonus payment, on behalf of UPRC, of $125.00 per net mineral acre, for the 6.91 acres, more or less, covered by this lease application letter.

As evidenced by the plat outlining the proposed unit, the Porterfield-Salvato No. 1 will be a horizontal well, therefore, no wellbore proximity affidavit is enclosed.

It is my understanding that the Texas Department of Transportation will notify you if a net acreage bonus adjustment is necessary.

Thank you for your review and consideration of our application on behalf of Union Pacific Resources Company.

Please call me if you have any questions regarding this application.

Very truly yours,

Page S. Foshee

PSF/pf
Enclosures

DOUGLAS A. WILLIFORD & CO.
P.O. BOX 890514
HOUSTON, TEXAS 77289-0514

REMITTANCE ADVICE
GENERAL LAND OFFICE
STATE OF TEXAS
LEASE PROCESSING FEE

[redacted]

2072

PAY ONE HUNDRED & NO/100 DOLLARS

DATE	TO THE ORDER OF	CHECK NO.	AMOUNT	EXPLANATION	CHECK AM
6-2-93	GENERAL LAND OFFICE - STATE OF TEXAS	2072		LEASE PROCESSING FEE F.I.C.A. FED WITH	100

Y78521

MERRILL LYNCH BANK ONE, COLUMBUS, N.A.
COLUMBUS, OHIO 43271

McBee CD

[redacted] 2072

DOUGLAS A. WILLIFORD & CO.
P.O. BOX 890514
HOUSTON, TEXAS 77289-0514

REMITTANCE ADVICE
GENERAL LAND OFFICE
STATE OF TEXAS
LEASE BONUS CONSIDERATION

[redacted]

2073

PAY EIGHT HUNDRED SIXTY THREE & 75/100 DOLLARS

DATE	TO THE ORDER OF	CHECK NO.	AMOUNT	EXPLANATION	CHECK AM
6-2-93	GENERAL LAND OFFICE - STATE OF TEXAS	2073		STATE LEASE BONUS 6.91 ACRES F.I.C.A. FED WITH	863 7

Y78521

MERRILL LYNCH BANK ONE, COLUMBUS, N.A.
COLUMBUS, OHIO 43271

McBee CD

[redacted] 2073

6

MF M-95338
Item Ltr
To Reid
From Foshee
Date 6-3-93

Texas General Land Office
Garry Mauro, Commissioner

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

June 10, 1993

Mr. Page Foshee
Stowers & Company \ agent for UPRC
P.O. Box 50017
Austin, Texas 78763-0017

Re: Highway Right-Of-Way Lease
6.91 acres along State Highway OSR
Being in the F. Ruiz, A-48 & J.B. Root, A-203 surveys
in Brazos County, Texas

Dear Mr. Foshee,

Your application to lease the above referenced right-of-way has been approved as to form by the Lease Administration department of the General Land Office.

Further, I have been informed by the Texas Department of Transportation that their office has no objection to the application. Upon completion of the required field notes and plat, I will place the lease on the next available docket for School Land Board review.

Under the applicable statutes and existing policy governing the issuance of oil and gas leases on rights-of-way, I have found no cause for the School Land Board to deny this application, therefore, your client, Union Pacific Resources Company, is entitled to a lease on the applicable portion of the right-of-way.

If you have any questions concerning this matter, please call me at 512-475-1534.

Sincerely,

Drew Reid

Drew Reid, Landman
Lease Administration
Energy Resources

MF M-95338
Item Ltr
To Fosher
From Reid
Date 6-10-93

CONTROL- 475 SECTION- 1 JOB -1

TEXAS STATE HIGHWAY DEPARTMENT

RIGHT - OF - WAY MAP

BRAZOS COUNTY

FROM BENCHLEY WEST TO HIGHWAY NO. 21

OLD SAN ANTONIO ROAD

L-475-1-1 LENGTH-

Office of District Engineer, District No. 17, Bryan, Texas

May, 1944

Scale: 1" = 400

CORRECT:

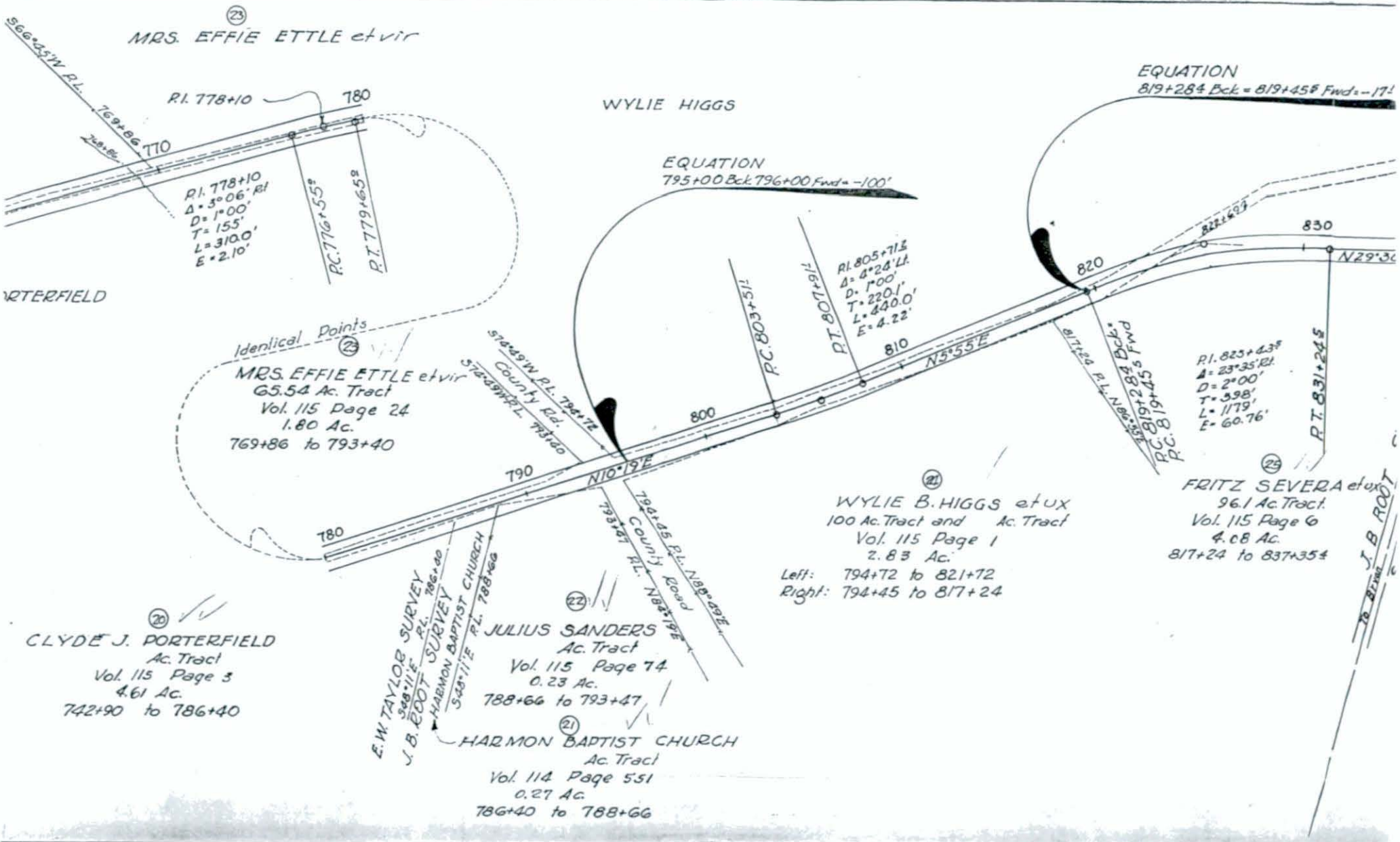
5-19-44

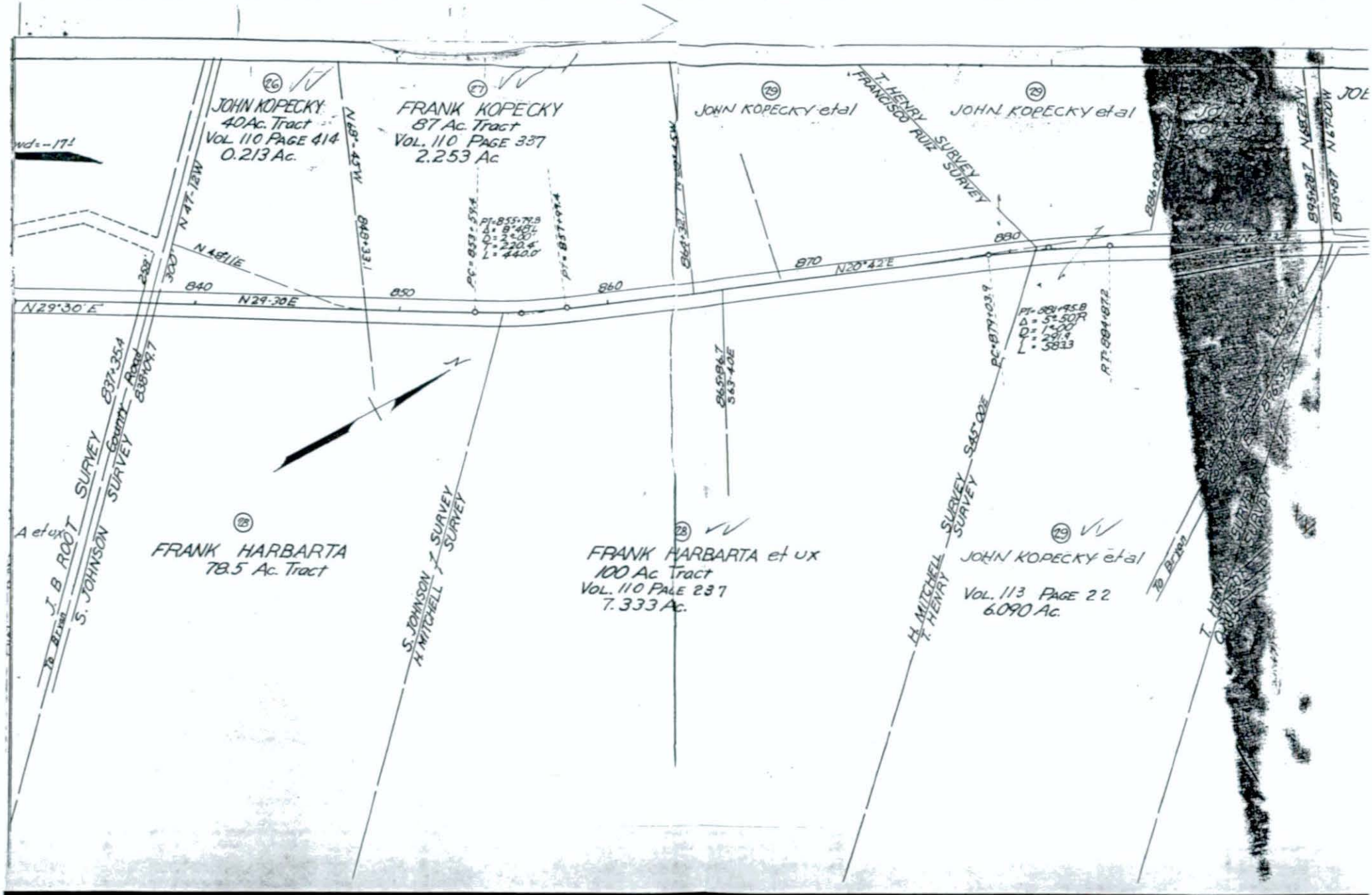
R. L. Crain

RESIDENT ENGINEER

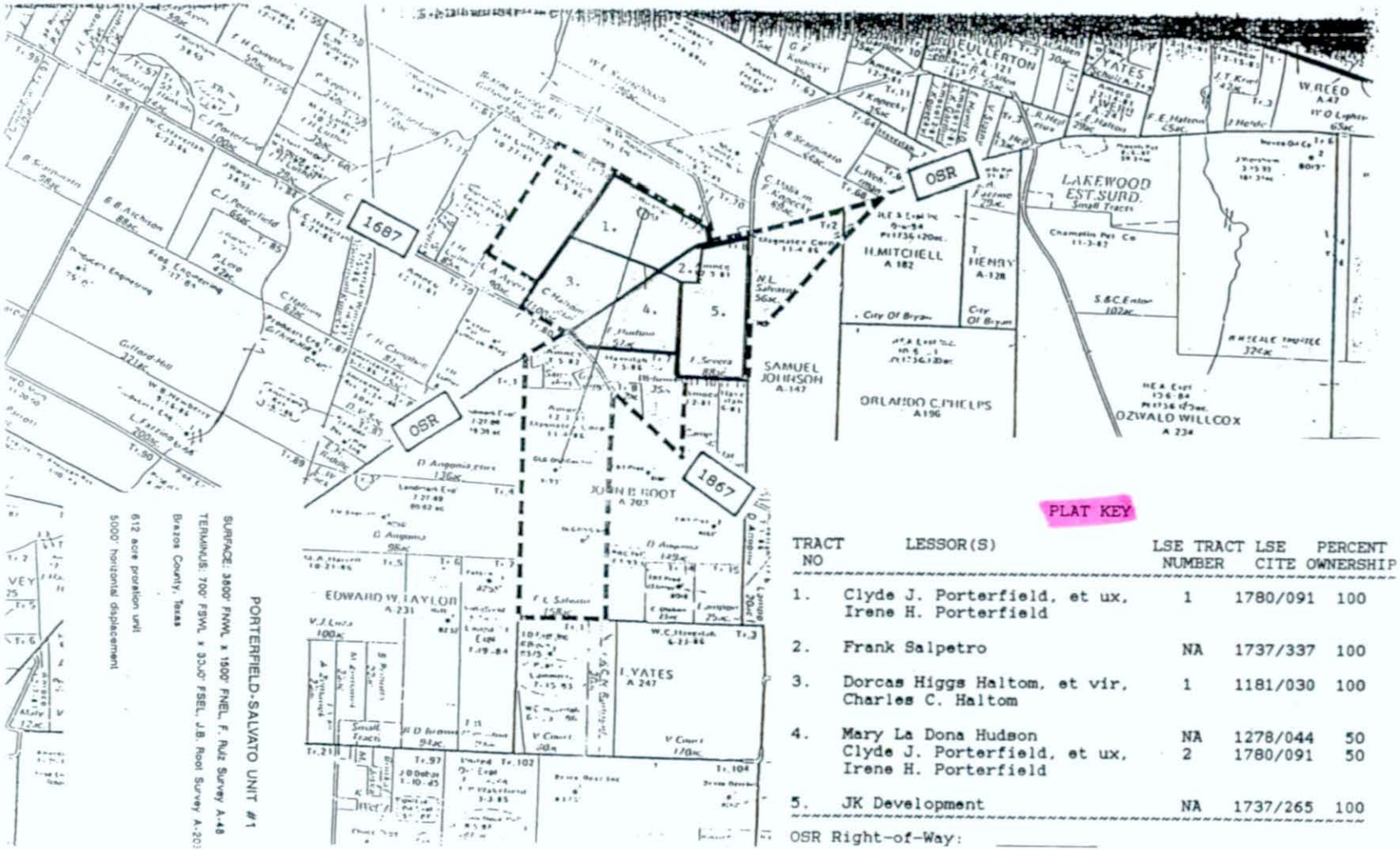
RECOMMENDED FOR APPROVAL:

DISTRICT ENGINEER


(23)
MRS. EFFIE ETTLE et vir
S66°45'W P.L.
769+86
768+86
770
P.I. 778+10
780
P.I. 778+10
Δ = 3°06' Rt
D = 1°00'
T = 155'
L = 310.0'
E = 2.10'
P.C. 776+55
P.T. 779+65
WYLIE HIGGS
EQUATION
795+00 Bck. 796+00 Fwd = -100'
EQUATION
819+28 Bck. = 819+45 Fwd = -17
P.C. 803+51
P.T. 807+91
P.I. 805+71
Δ = 4°24' Lt.
D = 1°00'
T = 220.1'
L = 440.0'
E = 4.22'
N5°55'E
810
820
830
N29°30
828+69
PORTERFIELD
Identical Points
(26)
MRS. EFFIE ETTLE et vir
65.54 Ac. Tract
Vol. 115 Page 24
1.80 Ac.
769+86 to 793+40
S74°49'W P.L. 794+72
County Rd.
S74°49'W P.L. 793+40
800
790
780
N10°19'E
793+47 P.L.
794+45 P.L. N88°49'E
County Road
N84°19'E
E.W. TAYLOR SURVEY
S48°11'E P.L. 786+40
J.B. ROOT SURVEY
HARMON BAPTIST CHURCH
S48°11'E P.L. 788+66
(20)
CLYDE J. PORTERFIELD
Ac. Tract
Vol. 115 Page 3
4.61 Ac.
742+90 to 786+40
(22)
JULIUS SANDERS
Ac. Tract
Vol. 115 Page 74
0.23 Ac.
788+66 to 793+47
(21)
HARMON BAPTIST CHURCH
Ac. Tract
Vol. 114 Page 551
0.27 Ac.
786+40 to 788+66
(24)
WYLIE B. HIGGS et ux
100 Ac. Tract and Ac. Tract
Vol. 115 Page 1
2.83 Ac.
Left: 794+72 to 821+72
Right: 794+45 to 817+24
817+24 P.L. N86°35'E
P.C. 819+28 Bck.
819+45 Fwd
P.I. 825+43
Δ = 23°35' Rt.
D = 2°00'
T = 3.98'
L = 1179'
E = 60.76'
P.T. 831+24
(25)
FRITZ SEVERA et ux
96.1 Ac. Tract
Vol. 115 Page 6
4.08 Ac.
817+24 to 837+35
J. B. ROOT
To Bethel


JOHN KOPECKY
40 Ac. Tract
VOL. 110 PAGE 414
0.213 Ac.
FRANK KOPECKY
87 Ac. Tract
VOL. 110 PAGE 337
2.253 Ac
JOHN KOPECKY et al
JOHN KOPECKY et al
T. HENRY
FRANCISCO RUIZ SURVEY
N 47-12W
N 48-45W
N 48-11E
N 29-30E
N 20-42E
S 45-00E
J. B. ROOT SURVEY
S. JOHNSON SURVEY
County Road
To Brown
A et ux
FRANK HARBARTA
78.5 Ac. Tract
S. JOHNSON SURVEY
H. MITCHELL SURVEY
FRANK HARBARTA et ux
100 Ac Tract
VOL. 110 PAGE 237
7.333 Ac.
H. MITCHELL SURVEY
T. HENRY SURVEY
JOHN KOPECKY et al
VOL. 113 PAGE 22
6.090 Ac.
To Brown

MF M-95338
Item H.W.R.O.W.
To
From
Date



PLAT KEY

TRACT NO	LESSOR(S)	LSE TRACT NUMBER	LSE CITE	PERCENT OWNERSHIP
1.	Clyde J. Porterfield, et ux, Irene H. Porterfield	1	1780/091	100
2.	Frank Salpetro	NA	1737/337	100
3.	Dorcas Higgs Haltom, et vir, Charles C. Haltom	1	1181/030	100
4.	Mary La Dona Hudson	NA	1278/044	50
	Clyde J. Porterfield, et ux, Irene H. Porterfield	2	1780/091	50
5.	JK Development	NA	1737/265	100

OSR Right-of-Way: _____

9.

MF M-95338

Item Plat

To

From

Date —

ADJACENT MINERAL OWNERS' NAMES AND ADDRESSES

Mary La Dona Hudson
Route 5, Box 172
Bryan, Texas 77803

Frank Salpetro
306 W. 31st Street
Bryan, Texas 77801

James R. Jackson and
Kenneth L. Neatherlin,
d/b/a/ JK Development
3006 Camelot
Bryan, Texas 77801

Clyde J. Porterfield and wife,
Irene H. Porterfield
1200 Brook Hollow Drive
Bryan, Texas 77802

Dorca Higgs Haltom and
husband, Chalres C. Haltom
2101 Briar Oaks Drive
Bryan, Texas 77802

MF M-95338
Item Adj Mis Owners
To
From
Date

WAIVER OF STATUTORY NOTICE

STATE OF TEXAS :

COUNTY OF BRAZOS :

WHEREAS, Union Pacific Resources Company of Fort Worth, Texas, proposes to exercise its preferential right to lease certain lands beneath the Old San Antonio Road, Brazos County, Texas, and hereby waives the Statutory Notice of the intent of the State to lease of which it is entitled.

Executed, this the 3d day of June, 1993.

UNION PACIFIC RESOURCES COMPANY

By: _____
Page S. Poshee, Agent

MF M-95338
Item Waiver
To
From
Date 10-3-93

AFFIDAVIT OF LEASE
CONSIDERATION PAID

STATE OF TEXAS :
:
COUNTY OF TRAVIS :

BEFORE ME, the undersigned authority on this day personally appeared PAGE S. FOSHEE, who after having first been duly sworn deposes and says:

My name is Page S. Foshee and I am 39 years of age. My address is 1505 Sunnyvale St., #102, Austin, Texas, 78741.

I am thoroughly familiar with the property and leasehold set out below and make the following statement.

DORCAS HIGGS HALTOM, et vir, LEASE
OGML 1181/30
137.013 acres
John B. Root Survey, A-203
Brazos County, Texas

MARY LA DONA HUDSON LEASE
OGML 1278/44
59.31 acres
John B. Root Survey, A-203
Brazos County, Texas

JAMES R. JACKSON, et al, d/b/a/ JK DEVELOPMENT LEASE
OGML 1737/265
78.88 acres
John B. Root Survy, A-203
Brazos County, Texas

FRANK SALPETRO LEASE
OGML 1737/337
10 acres
John B. Root Survey, A-203
Brazos County, Texas

CLYDE J. PORTERFIELD, et ux, LEASE
OGML 1780/91
499.003 acres
John B. Root Survey, A-203
Brazos County, Texas

UNION PACIFIC RESOURCES COMPANY of Fort Worth, Texas is the current owner of these certain Oil, Gas, and Mineral Leases covering lands adjacent to State Highway Old San Antonio Road (OSR) in Brazos County, Texas as referenced above. The consideration paid for those leases is as follows:

DORCAS HIGGS HALTOM, et vir, LEASE	$ 125.00/acre	1/5th royalty;
MARY LA DONA HUDSON LEASE	$ 100.00/acre	1/5th royalty;
JAMES R. JACKSON, et al, d/b/a/ JK DEVELOPMENT LEASE	$ 100.00/acre	1/5th royalty;
FRANK SALPETRO LEASE	$ 100.00/acre	1/5th royalty;
CLYDE J. PORTERFIELD, et ex, LEASE	$ 125.00/acre	1/5th royalty.

To the best of my knowledge and belief, the above facts are true and correct.

FURTHER AFFIANT SAYETH NOT.

PAGE S. FOSHEE

STATE OF TEXAS :

COUNTY OF TRAVIS :

SWORN TO AND SUBSCRIBED before me on the 3 day of June, 1993.

ALICE SIMON
Notary Public, State of Texas
My Commission Expires
MAY 8, 1997

STATE OF TEXAS :

COUNTY OF TRAVIS :

This instrument was acknowledged before me on the 3 day of June, 1993 by PAGE S. FOSHEE.

ALICE SIMON
Notary Public, State of Texas
My Commission Expires
MAY 8, 1997

M-95338

Affidavit

From

Date 6-3-93

STATE OF TEXAS |
COUNTY OF BRAZOS |

KNOW ALL MEN BY THESE PRESENTS:

THAT We, Fritz Severa, and wife, Mrs. Julia Severa, of the County of Brazos, State of Texas, for and in consideration of the sum of FIVE HUNDRED AND NO/100 ($500.00) DOLLARS, to us in hand paid by the State of Texas, acting by and through the State Highway Commission recepit of which is hereby acknowledged, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situated in the County of Brazos, State of Texas, and being a part of a 96.1-acre tract of land out of the J. B. Root Survey, and being more particularly described as follows, to-wit:

BEGINNING at a point in the East fence line of a county road, said point being 60 feet from the center line of the proposed highway and whose center line is on a 2-degree curve with a central angle of 23 degrees and 35 minutes;

THENCE in a northerly direction around said 2-degree curve parallel to and 60 feet from said center line of highway approximately 1174 feet to the P. T. of said curve, which is at Station 831/24.5 on the said highway;

THENCE North 29 degrees and 30 minutes East parallel to and 60 feet from said center line of highway approximately 597 feet to a point in the South fence line of a county road, said fence line is also North property line of Fritz Severa;

THENCE North 47 degrees and 12 minutes West along said fence line and property line approximately 133 feet (crossing the center line of said highway at Station 837/35.4) to a point 60 feet West of the said center line of highway as measured at right angles from the center line;

THENCE South 29 degrees and 30 minutes West parallel to and 60 feet from said center line approximately 625 feet to the P. T. of a 2-degree curve whose central angle is 23 degrees and 35 minutes;

THENCE around said curve parallel to and 60 feet from said center line of highway approxi-
[illegible] to a point in the Northeast fence line of a county road;

THENCE along the said fence line with its meanders approximately 320 feet to the PLACE OF BEGINNING (crossing the said center line at Station 822/69); containing four and eight one-hundredths (4-08/100) acres of land, more or less.

(The consideration hereinabove recited and acknowledged is not only payment for the actual land hereby conveyed, but includes all damages occasioned by virtue of the cutting off and isolation of five and fifty-two hundredths (5-52/100) acres of land on the western end of our farm tract.)

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said State of Texas and its assigns.

And we the said Fritz Severa, and wife, Mrs. Julia Severa, do hereby bind ourselves, our heirs, executors, and administrators, to warrant and forever defend all and singular the said premises, unto the said State of Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned grantors herein for the same consideration hereby specially agree that the consideration above recited includes adequate and complete compensation for any and all damages, present or future, that may be done to the remainder of the tract above referred to and in consideration of the premises and the payment to us of the sum of money above acknowledged, we hereby release the State of Texas from any and all damages, if any, present or future, that may be done to the remainder of our said tract of land by virtue

of the construction and maintenance of the new proposed Highway No. ___ or by virtue of any drainage in connection therewith or by virtue of any operations of any nature in connection with said road and its appurtenances.

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

Witness our hands, this the 2nd day of October, A. D., 1943.

Fritz Severa

Mrs. Julia Severa

THE STATE OF TEXAS, |
COUNTY OF BRAZOS |

Before me, the undersigned, a notary public in and for said County and State, on this day personally appeared Fritz Severa, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 2d day of October, 1943.

Mrs. C. E. Gray (Mrs. C. E. Gray).

(SEAL) Notary Public in and for Brazos County, Texas

THE STATE OF TEXAS, |
COUNTY OF BRAZOS |

Before me, the undersigned, a notary public in and for said County and State, on this day personally appeared Mrs. Julia Severa, wife of Fritz Severa, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Mrs. Julia Severa, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 2d day of October, 1943.

Mrs. C. E. Gray (Mrs. C. E. Gray)

(SEAL) Notary Public in and for Brazos County, Texas

The foregoing is a true copy of the original instrument which was filed for record on the 15th day of December, A. D., 1943 at 8 o'clock p. m. and duly recorded on the 16th day of December, A. D., 1943 at 9:30 o'clock a. m. to which I certify.

A. B. Syptak, C. C. C. B. C.

Mrs. L. Guyton (W) Deputy

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

THAT Serville Harvey, a widow, of the County of Brazos, State of Texas, for and in consideration of the sum of ONE AND NO/100 ($1.00) DOLLARS, to me in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situated in the County of Brazos, State of Texas, and being a part of a 15-acre tract out of the I. J. Thompson Survey, and a part of a 55.5 acre tract out of the Francisco Ruiz Survey, and a part of a 55.5 acre tract out of the Francisco Ruiz Survey and being more particularly

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

THAT we, Wylie B. Higgs, and wife, Mrs. Maggie Higgs, of the County of Brazos, State of Texas, for and in consideration of the sum of ONE AND NO/100 ($1.00) DOLLARS, to us in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situated in the County of Brazos, State of Texas, and being a part of a 100-acre tract out of the Francisco Ruiz Survey, and a part of the J. B. Root Survey and being more particularly described in two tracts as follows, to-wit:

TRACT NO. 1:

BEGINNING at a point on the East fence line of a county road, said point being sixty feet from the center line of the proposed highway as measured at right angles therefrom, said point also being opposite highway station approximately 800/62;

THENCE North 10 degrees and 19 minutes East parallel to and 60 feet from the center line of said highway approximately 280 feet to the P. C. of a 1-degree curve whose central angle is 4 degrees and 24 minutes;

THENCE around said 1-degree curve parallel to and 60 feet from said center line of highway approximately 440 feet to the P. T. of said 1-degree curve;

THENCE North 5 degrees and 55 minutes East parallel to and 60 feet from the said center line of highway to a point in the fence line of a county road;

THENCE with the meanders of the fence line of a county road in a southerly direction approximately 1510 feet to the PLACE OF BEGINNING, containing forty-four one-hundredths (44/100) acres of land, more or less.

TRACT NO. 2:

BEGINNING at a point in the south property line of Wylie Higgs, same line being the North fence line of a county road, said point being 60 feet from the center line of the proposed highway as measured at right angles therefrom;

THENCE North 10 degrees and 19 minutes East parallel to and 60 feet from the center line of said highway approximately 814 feet to the P. C. of a 1-degree curve whose central angle is 4 degrees and 24 minutes;

THENCE around said 1-degree curve parallel to and 60 feet from the center line of said highway approximately 440 feet to the P. T. of said curve;

THENCE North 5 degrees and 55 minutes East parallel to and 60 feet from the center line of said highway approximately 1132 feet to the P. C. of a 2-degree curve whose central angle is 23 degrees and 35 minutes;

THENCE around said curve parallel to and 60 feet from the said center line of highway approximately 242 feet to a point in the west fence line of a county road;

THENCE in a southerly direction with the meanders of the said West fence line of a county road approximately 2610 feet to a point in the West fence line common to the North fence line of another county road;

THENCE South 74 degrees and 49 minutes West approximately 29 feet along said North fence line of a county road to the PLACE OF BEGINNING; containing two and thirty-nine one-hundredths (2-39/100) acres of land, more or less.

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

And we, the said Wylie B. Higgs, and wife, Mrs. Maggie Higgs, do hereby bind ourselves, our heirs, executors, and administrators, to warrant and forever defend all and singular the said premises, unto the said State of Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned grantors herein for the same consideration hereby specially agree that the consideration above recited includes adequate and complete compensation for any and all damages, present or future, that may be done to the remainder of the tract above referred to and in consideration of the premises and the payment to us of the sum of money above acknowledged, we hereby release the State of Texas from any and all damages, if any, present or future, that may be done to the remainder of our said tract of land by virtue of the construction and maintenance of the new proposed Highway No. OSR or by virtue of any drainage in connection therewith or by virtue of any operations of any nature in connection with said road and its appurtenances.

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

Witness our hands, this the 26th day of October, A. D., 1943.

Wylie B. Higgs
Maggie J. Higgs

THE STATE OF TEXAS, |
COUNTY OF BRAZOS |

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

Given under my hand and seal of office, this the 26th day of October, 1943.

F. L. Henderson (F. L. Henderson)
(SEAL) Notary Public in and for Brazos County, Texas

THE STATE OF TEXAS, |
COUNTY OF BRAZOS |

Before me, the undersigned, a notary pbulic in and for said County and State, on this day personally appeared Mrs. Maggie Higgs, wife of Wylie B. Higgs, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mrs. Maggie Higgs, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 26 day of Oct., 1943.

F. L. Henderson (F. L. Henderson)
(SEAL) Notary Public in and for Brazos County, Texas

The foregoing is a true copy of the original instrument which was filed for record on the 15th day of December, A. D., 1943 at 2 o'clock p. m. and duly recorded on the 15th day of December, A. D., 1943 at 4:15 o'clock p. m. to which I certify.

A. B. Syptak, C. C. C. B. C.
Mae L. Newton Deputy
(W)

13.

MF- 95338
Deed (3)

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

444173

TEXAS STANDARD FORM

POUND PRINTING & STATIONERY COMPANY
2325 FANNIN, HOUSTON, TEXAS 77002 (713) 654-3150

OIL, GAS AND MINERAL LEASE

FILED

THIS AGREEMENT made this 14th day of February, 19 90 between

DORCAS HIGGS HALTOM, et vir CHARLES C. HALTOM

Lessor (whether one or more), whose address is: 2101 Briar Oaks Dr. Bryan, Texas 77802

and UNION PACIFIC RESOURCES COMPANY P.O. BOX 7, Ft.Worth, Tx. 76101-0007, Lessee, WITNESSETH:

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR A COMPLETE DESCRIPTION OF THE LAND COVERED BY THIS LEASE.

Notwithstanding anything in this lease to the contrary, royalty on oil and gas shall be one-fifth (1/5) of the oil and gas produced and saved under the terms of this lease, and wherever in Paragraph 3 of this lease the fraction one-eighth (1/8) appears, same shall be deemed to read one-fifth (1/5).

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL PROVISIONS TO THIS LEASE

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus, delay rental or other payment hereunder, said land shall be deemed to contain 137.013 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus and agrees to accept the delay rental as lump sum consideration for this lease and all rights and options hereunder.

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

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land is pooled capable of producing oil or gas, but all such wells are shut-in, this lease shall nevertheless continue in force as though operations were being conducted on said land for the period specified in paragraph 6 hereof. If at the expiration of the primary term or at any time or times thereafter, there is no well on said land capable of producing oil or gas, but lessee is then conducting operations on said land, this lease shall remain in force so long as such operations are prosecuted with no cessation for more than ninety consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land in paying quantities. Lessee may 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, in the vicinity of the land covered by this lease, when, in lessee's opinion, it is necessary or advisable to do so in order properly to develop and operate said land in accordance with the rules and regulations of any governmental agency having jurisdiction, or in order to obtain the maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operation conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the units that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any delay rental and shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If operations are not conducted on said land on or before the first anniversary date hereof, this lease shall terminate as to both parties, unless lessee on or before said date shall, subject to the further provisions hereof, pay or tender to lessor or to lessor's credit in the FIRST NATIONAL Bank at Bryan, Texas, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ 1,370.13-------- which shall operate as delay rental and cover the privilege of deferring operations for one year from said date. In like manner and upon like payments or tenders, operations may be further deferred for like periods of one year each during the primary term. If at any time that lessee pays or tenders delay rental, royalties, or other moneys, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such rental, royalties, or other moneys, in the manner herein specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to lessor or to a depository bank on or before the last date for payment. Said delay rental shall be apportionable as to said land on an acreage basis, and a failure to make proper payment or tender of delay rental as to any portion of said land or as to any interest therein shall not affect this lease as to any portion of said land or as to any interest therein as to which proper payment or tender is made. Any payment or tender which is made in an attempt to make proper payment, but which is erroneous in whole or in part as to parties, amounts, or depository shall nevertheless be sufficient to prevent termination of this lease and to extend the time within which operations may be conducted in the same manner as though a proper payment had been made; provided, however, lessee shall correct such error within thirty (30) days after lessee has received written notice thereof from lessor. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest. If this lease is so released as to all minerals and horizons under a portion of said land, the delay rental and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the acreage released bears to the acreage which was covered by this lease immediately prior to such release.

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

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

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

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

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

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

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

Dorcas Higgs Haltom	Charles C. Haltom
DORCAS HIGGS HALTOM	CHARLES C. HALTOM
SS# [redacted]	SS# [redacted]
LESSOR — SS. OR TAX I.D. NO.	LESSOR — SS. OR TAX I.D. NO.

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF BRAZOS

This instrument was acknowledged before me on the 14th day of February, 1990, by DORCAS HIGGS HALTOM and CHARLES C. HALTOM.

Russell C. Longmire
Notary Public, State of Texas
Notary's name (printed): RUSSELL C. LONGMIRE
Notary's commission expires: April 30, 1993

RUSSELL C. LONGMIRE
Notary Public, State of Texas
My Commission Expires
APRIL 30, 1993

ACKNOWLEDGEMENT

STATE OF
COUNTY OF

This instrument was acknowledged before me on the day of , 19 ,
by

Notary Public, State of
Notary's name (printed):

Notary's commission expires:

CORPORATE ACKNOWLEDGEMENT

STATE OF
COUNTY OF

This instrument was acknowledged before me on the day of , 19 ,
by ,
of ,
a corporation, on behalf of said corporation.

Notary Public, State of
Notary's name (printed):

Notary's commission expires:

VOL. 1181 PAGE 31

Producers 88 (7-64)
with 640 Acres Pooling Provision

No.

Oil, Gas and Mineral Lease

FROM

TO

Dated, 19

No. Acres

County,

Term

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

County Clerk

By, Deputy

When recorded return to

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

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED FEBRUARY 14, 1990 FROM DORCAS HIGGS HALTOM, ET VIR TO UNION PACIFIC RESOURCES COMPANY.

137.013 acres of land, more or less, located in the Francisco Ruiz Survey Abstract 48 and the John B. Root Survey A-203 and described in Three (3) Tracts as follows:

Tract 1 50.603 acres of land, more or less, located in the Francisco Ruiz League Abstract 48 and being the "First Tract" described in a partition deed dated January 9, 1987 from Irene H. Porterfield to Dorcas H. Haltom and recorded in Volume 942, Page 814 of the deed Records of Brazos County, Texas

Tract 2 25.00 acres of land, more or less, located in the J.B. Root Survey, Abstract 203 and being the "Second Tract" described in a deed dated June 23, 1965 from Maggie Jones Higgs, a widow to Dorcas Higgs Haltom and recorded in Volume 248, Page 429 of the Deed Records of Brazos County, Texas

Tract 3 61.41 acres of land, more or less, located in the Francisco Ruiz League Abstract 48, and being the "First Tract" described in a deed dated June 23, 1965 from Maggie Jones Higgs, a widow to Dorcas Higgs Haltom and recorded in Volume 248, Page 429 of the Deed Records of Brazos County, Texas

Signed for Identification

Dorcas Higgs Haltom
Dorcas Higgs Haltom

Charles C. Haltom
Charles C. Haltom

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED FEBRUARY 14, 1990 FROM DORCAS HIGGS HALTOM, ET VIR TO UNION PACIFIC RESOURCES COMPANY.

12. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to such land included in such unit or units. This lease, as to the land not included in such unit or units, may be maintained in force and effect by drilling or reworking operations on such acreage or production therefrom, in accordance with the terms and provisions of this lease.

13. It is understood and agreed that Lessee's right to maintain this lease solely by virtue of the shut-in gas well royalty payment provided for in Paragraph 3 hereof is hereby limited to a period of no longer than two (2) consecutive years (or for lesser periods which aggregate together two (2) years) after the end of the primary term of this lease.

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

15. Notwithstanding any other provisions of this lease, Lessor's royalty herein shall be a free royalty. Lessor shall not be required to pay and Lessor's royalty shall not be reduced on account of or charged with any costs of making the products produced hereunder ready and available for market including, but not limited to, the costs of transporting, compressing, dehydrating, operating, storing, treating, marketing, processing oil, gas or other gaseous or liquid hydrocarbons, it being the duty of Lessee to transport same to the purchaser thereof free of all costs of Lessor. Lessor shall, however, bear his proportionate part of all severance and windfall profits tax.

16. Lessee shall initiate the payment of royalties under this lease within one hundred twenty (120) days following the commencement of deliveries of oil or gas produced from the leased premises. If not paid within said one hundred twenty (120) days, royalties shall be deemed to be delinquent. Unless the failure of Lessee to timely commence royalty payments as provided herein is due to a legitimate title problem, the delay of royalty owners in executing and returning to Lessee appropriate title curative instruments (but not division orders whose contents alter, amend, or add to this lease agreement), or some other circumstance reasonably beyond the control of Lessee, Lessee shall pay interest on the amount of delinquent royalty at the rate of eighteen (18%) percent per annum, or the highest interest rate then permitted by law, whichever is lesser, calculated from one hundred twenty (120) days following the commencement of deliveries of oil or gas and continuing until the date that the payment of royalties is initiated by Lessee. After royalty payments commence, royalty payments will be paid on a monthly basis, subject to previously described interest penalty for delays of payment. In the event title problems are shown to exist which necessitate curative, royalties payable shall be suspended only to the extent that they are adversely affected by such title problem or dispute. Division Orders which alter, add to, or amend any provisions or language in this lease shall not be used as a basis for suspending royalty payments, and any payments suspended for such reason shall accrue interest as provided above.

DHH CCH

DHH CCH

17. Upon expiration of the end of the primary term, in the event this lease has been maintained in full force and effect and notwithstanding that there may be then oil and gas production from the leased premises or property pooled therewith, Lessor may demand and shall be entitled to receive from Lessee an appropriate release in recordable form of all Lessee's rights and estates hereunder in any and all zones, horizons, stratas and formations that are one hundred (100) feet below the deepest depth drilled on the leased premises or properties pooled therewith.

18. Lessee agrees to indemnify and save harmless Lessor from any and all liability, damages, costs, attorney's fees, expense, causes of action, suits, claims, or judgments of any kind or character for injury to person or property arising out of Lessee's operations hereunder. Lessee shall and will, at its own expense, defend any and all suits in which Lessor may be a party, upon any such mentioned claim, and shall and will satisfy, pay, and discharge any and all judgments that may be recovered against Lessor in such action or actions.

19. It is further understood and agreed that this lease is subject to any expressed or implied easements currently in use or recorded in the Deed Records of Brazos County, Texas, on the lease property described herein, and that the Lessee will not infringe on any such easements without the consent of the owner thereof. This lease is further subject to any currently valid recorded reservations or severance of oil and gas rights by prior grantors.

20. It is expressly agreed between the parties hereof that no warranty or covenant of title of the land covered hereby or to the oil and gas therein or produced therefrom either expressed or implied is made by Lessor, and that no warranty, covenant, or guarantee of title shall be created or arise from this lease.

21. Upon Lessor's request therefor, Lessee will furnish Lessor copies of all logs, records and reports and other information obtained or developed by Lessee in the drilling of all wells on the leased premises. In addition, Lessee shall allow Lessor or his agent to examine or review at Lessee's office all financial and other records relating to production from the leased premises upon twenty (20) days prior written notice from Lessor to Lessee.

22. Lessee shall pay for all damages to the surface of said land and to crops or improvements thereon, occasioned by Lessee's operations hereunder. Further, Lessee shall remove from the leased premises all drilling mud and shall backfill and level all pits used in connection with the drilling of any well hereunder within thirty (30) days after the completion or abandonment of such well. Upon abandonment of any well upon any portion of the leased premises, Lessee shall remove all pipe lines and surface equipment installed by Lessee on that portion of the leased premises and shall restore the surface to reasonably the same condition as that in which it existed prior to Lessee's use thereof. Lessor shall have the right to compel specific performance of Lessee's obligations under the provisions of this Section 22 or alternatively, at Lessor's election, upon Lessee's failure to comply with any such obligation, Lessor may recover damages therefor with the measure of such damages being the cost of compliance with the obligation undertaken by Lessee.

23. Lessee shall pay to Lessor the sum of One Thousand Five Hundred And No/100 Dollars ($1,500.00) per acre for the use of the surface of each drill site location.

24. This Lease does not cover or include any right or privilege of hunting or fishing on the leased premises and neither Lessee nor Lessee's agent, servants, or employees shall be permitted to bring firearms onto the leased premises.

D.H.H. CCH
DHH CCH

25. Lessor shall be permitted, at Lessor's sole risk and liability to be present during and observe any drilling or re-working operations upon the leased premises.

26. In the event that it becomes necessary for Lessee to drill a water well on the leased premises, then each such well shall be completed as a quality well, suitable for farm and household use. The location of such wells shall require the advance written approval of Lessor. Any such water wells drilled by Lessee shall, at the election of Lessor, remain for the use of Lessor following termination of this lease.

27. The Lessee shall not destroy any trees upon the leased premises for any purpose without the advance written consent of Lessor.

Signed for Identification

Dorcas Higgs Haltom
Dorcas Higgs Haltom

Charles C. Haltom
Charles C. Haltom

STATE OF TEXAS)
. .UNTY 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. 1181, Page 30 in Official Records of said County on file in my office.

' TEST 5-17-93

ry Ann Ward, County Clerk
Brazos County, Texas

Deputy

13

MF 87-95338
Item Deed (3)
To
From
Date

FILED

Producers 88 (7-64) - Paid Up
With 640 Acres Pooling Provision

TEXAS STANDARD FORM

91 JUN 13 PM 1:07

Rec'd ... CLERK 167354 ~~165799~~

BRAZOS COUNTY CLERK
BRYAN, TEXAS

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 17th day of April, 19 91, between Mary La Dona Hudson

Route 5 Box 172, Bryan, Tx 77803

Lessor (whether one or more), whose address is

and Union Pacific Resources Company, P. O. Box 7, Ft Worth, Tx 76101, Lessee, WITNESSETH:

1. Lessor, in consideration of Ten and no/100 Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered herein, for the purpose and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

Being 59.31 acres, more or less, in the John B. Root Survey A-203 and being all the land described in that deed dated September 23, 1977 from C. J. Porterfield et ux to James Frank Hudson and wife Mary La Dona Hudson, recorded in Volume 382 Page 162 of the Deed Records of Brazos County, TEXAS.

See Exhibit "A" attatched hereto and made a part hereof, for additional provisions to this lease.

**THIS DOCUMENT WAS RE-RECORDED BECAUSE EXHIBIT "A" WAS NOT RECORDED ORIGINALLY.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 59.31 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

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

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil, (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas, (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut in, and thereafter this lease may be continued in force as if no shut in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. 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 of the wells were producing, and may be deposited at the pay directly to Lessor at above address Bank at , or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut in royalty. If at any time that lessor pays or tenders shut in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such shut in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered on the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. 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.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance, provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres on such land (or on 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 terms 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 so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, whether or not in paying quantities.

VOL. 1278 PAGE 44

~~VOL. 1269 PAGE 176~~

TX1-43040(1) JK

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

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

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

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

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

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

Mary La Dona Hudson

[redacted]

LESSOR — SS OR TAX I.D. NO

LESSOR — SS OR TAX I.D. NO

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF BRAZOS

This instrument was acknowledged before me on the 23rd day of April, 1991.
by Mary La Dona Hudson

Fred Prickett
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

FRED PRICKETT
Notary Public, State of Texas
My Commission Expires
FEB. 21, 1995

ACKNOWLEDGEMENT

STATE OF
COUNTY OF

This instrument was acknowledged before me on the day of , 19 .
by

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

CORPORATE ACKNOWLEDGEMENT

STATE OF
COUNTY OF

This instrument was acknowledged before me on the day of , 19 .
by
of
a corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

COUNTY CLERK, Brazos County Texas

MAY 2 3 1991

Oil, Gas and Mineral

No.

from

to

Dated , 19

No. Acres

Term

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

By County, Deputy

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

STATE OF TEXAS
COUNTY OF BRAZOS

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

VOL. 1278 PAGE 45

VOL. 1263 PAGE 177

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT OIL AND GAS LEASE DATED APRIL 17, 1991, BETWEEN MARY LA DONA HUDSON AND UNION PACIFIC RESOURCES COMPANY

12. Notwithstanding anything in this lease to the contrary, royalty on oil and gas shall be one-fifth (1/5th) of the oil and gas produced and saved under the terms of this lease, and wherever in paragraph 3 herein the fraction one-eighth (1/8th) appears, same shall be deemed to read one-fifth (1/5th).

13. In the event a portion or portions of the lease premeses is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units shall maintain this lease in force and effect only as to such land included in such unit or units. This lease, as to the land not included is such unit or units may be maintained in force or effect by drilling or reworking operations on such acreage or production therefrom, in accordance with the terms and provisions of the lease.

14. Notwithstanding any other provision to the contrary provided for herein, it is understood and agreed that this lease shall cover oil, gas, sulphur and liquid hydrocarbons, along with the products and by-products thereof, but that this lease shall not cover any other minerals.

15. Lessor hereby agrees that a drillsite may be located, no closer than 500 feet from any dwelling or breeding barn now located upon the subject premises. It is recognized that the property is used as a Thoroughbred horse breeding farm and Lessor and Lessee agree to cooperate, one with the other, to maintain the full usefulness of the land as a breeding facility as well as develop the tract's oil and gas potential. Prior to conducting any operations on the leased premises, Lessee shall submit to Lessor the proposed site of any well location, and Lessee hereby agrees that approval of the selected drill site shall not be unreasonably withheld. Lessor shall, prior to commencement, advise Lessee of all intended operations, including those precautions to protect the breeding stock from harm, and prevention of spillage or leakage of drilling chemicals and other liquids associated with drilling and production. Lessee shall utilize all reasonable measures to prevent damage to the property and breeding stock before, during and after drilling operations. It is hereby understood and agreed that access to the leased premises shall be from Sandy Point Road.

16. Lessee shall pay for all damages to the surface of the herein leased premises and to crops, breeding stock and improvements thereon, caused by Lessee's operations hereunder. Further, Lessee shall remove from the leased premises all drilling mud and shall backfill and level all pits used in connection with the drilling of any well hereunder within thirty (30) after the completion or abandonment of such well. Upon abandonment of any well on any portion of the leased premises, Lessee shall remove all pipelines and surface equipment installed by Lessee on that portion of the leased premises and shall restore the surface to reasonably the same condition as that in which it existed prior to Lessee's use thereof.

17. All royalty payments on actual production shall be within ninety (90) days after the end of the month in which production occurs beginning with the first production from any well. Should Lessee default in such payment, if Lessee does not remedy the default within fifteen (15) days after Lessor notifies Lessee of the default in writing, Lessor, in addition to any other remedies, shall be entitled to interest at the maximum rate permitted by law beginning with the sixteenth (16th) day after sending said notice on all payments in default, which damages shall accumulate until

the default is remedied. Lessor shall not be entitled to such payments where a bona fide dispute exists as to the manner of calculating Lessor's royalty. Said notice shall be deemed given when sent by certified mail to Lessee at its address.

18. If lessee should drill any water wells on the leased premises, then after lessee has completed its use of such water wells, it shall turn such water wells, including casing connected therewith, over to lessor (if lessor so desires) free of any costs or charges. Lessor hereby agrees to indemnify and hold Lessee harmless against any and all claims arising from said well and or the water produced therefrom. Lessor, by accepting a water well from Lessor shall assume the responsibility for the proper plugging and abandonment of said well.

Mary La Dona Hudson

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. 228, Page 44 in Official Records of said County on file in my office.

WITNESS 5-17-93

Mary Ann Ward, County Clerk
Brazos County, Texas

_____, Deputy

Paid Up
With 640 Acres Pooling Provision

* POUND PRINTING & STATIONERY COMPANY
2125 BANNIN, HOUSTON, TEXAS 77002, (713) 659-3100

514795

OIL, GAS AND MINERAL LEASE

FILED

THIS AGREEMENT made this 9th day of February 1993

James R. Jackson and Kenneth L. Neatherlin d/b/a JK Development

93 MAR -9 PM 3:02

COUNTY CLERK

BRAZOS COUNTY, TEXAS
BRYAN, TEXAS

Lessor (whether one or more), whose address is 3006 Camelot, Bryan, Tx 77801

and Union Pacific Resources Company, P O Box 7, Ft. Worth, Tx 76101, Lessee, WITNESSETH:

1. Lessor in consideration of Ten and no/100 Dollars ($ 10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Brazos County, Texas, to-wit:

Being 78.88 acres, more or less, in the John B. Root Survey A-203 and being the same land described in that deed dated November 2, 1990 from Albina Yeager et al to James R. JAckson et al recorded in Volume 1220 Page 722 of the Official Records of Brazos County, Texas.

Wherever the fraction 1/8th appears in paragraph 3 herein it is hereby understood and agreed that said fraction shall read 1/5th.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

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

3. As royalty, lessor covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessor may connect its wells, the equal one-eighth part of all oil produced and saved by lessor from said land, or from time to time, at the option of lessor, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil, (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessor, one-eighth of the amount realized by lessor, computed at the mouth of the well, or (2) when used by lessor off said land or in the manufacture of gasoline or other products, one-eighth of the amount realized from the sale of gasoline or other products extracted therefrom and one-eighth of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and compression, (c) To pay lessor on all other minerals mined and marketed or utilized by lessor from said land, one-tenth either in kind or value at the well or mine at lessor's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut in, and thereafter this lease may be continued in force as if no shut in had occurred. Lessor 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, lessor 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 lessor. 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, lessor shall pay or tender, by check or draft of lessor, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessor shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the pay directly to Lessor at above address

Bank at _____ or its successors, which shall continue as the depository, regardless of changes in the ownership of shut in royalty. If at any time that lessor pays or tenders shut in royalty, two or more parties are, or claim to be, entitled to receive same, lessor may, in lieu of any other method of payment herein provided, pay or tender shut in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessor may elect. Any payment hereunder may be made by check or draft of lessor deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. 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 owners of this lease, severally as to acreage owned by each.

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

VOL. 1737 PAGE 265

TXI-47051(1)

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and drawing the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If two or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

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

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

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

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

James R. Jackson

Kenneth L. Neatherlin

STATE OF Texas
COUNTY OF Brazos

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 12th day of February, 1993.
by James R. Jackson and Kenneth L. Neatherlin.

ROXANNE M. MORGAN
Notary Public, State of Texas
My Commission Expires
SEPT. 4, 1996

Roxanne M. Morgan
Notary Public, State of Texas
Notary's name (printed)
Notary's commission expires

STATE OF
COUNTY OF

ACKNOWLEDGMENT

This instrument was acknowledged before me on the day of , 19 .
by

Notary Public, State of Texas
Notary's name (printed)
Notary's commission expires

STATE OF
COUNTY OF

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on the day of , 19 .
by
of
corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed)
Notary's commission expires

VOL. 1797 PG. 266

No.

Oil, Gas and Mineral Lease

FROM

TO

Dated , 19

No. Acres

County, Texas

Term

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

County Clerk
By Deputy

When recorded return to

POLNER PRINTING & STATIONERY COMPANY
2323 Pasadena, Houston, Texas 77002 (713) 639-1138

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED FEBRUARY 9, 1993 BETWEEN JAMES R. JACKSON AND KENNETH L. NEATHERLIN d/b/a JK DEVELOPMENT, AS LESSOR, AND UNION PACIFIC RESOURCES COMPANY, AS LESSEE.

11. It is hereby understood and agreed that Lessee shall have no rights to the use of the surface of the leased premises without the express written consent of the owner of the surface of said land.

12. If at any time within two years after the expiration of the primary term the land covered by this lease is being held solely through production from a gas pooled unit or an oil pooled unit, then Lessee agrees as part of the consideration for this lease, to release all acreage covered by this lease which has not been included in such gas pooled unit or such oil pooled unit.

Signed for identification:

James R. Jackson

Kenneth L Neatherlin

WHEN RECORDED RETURN TO:
Union Pacific Resources Co.
ATTN: Land Administration
P.O. Box 7, MS 3110
Fort Worth, TX 76101-0007

E 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. 1737, Page 265 in Official Records of said County on file in my office.

ATTEST 5-17-93

Mary Ann Ward, County Clerk
Brazos County, Texas

_____, Deputy

Producers 88 (4-70) Revised Paid Up
With 640 Acres Pooling Provision

* POUND PRINTING & STATIONERY COMPANY
[illegible]

514819

OIL, GAS AND MINERAL LEASE

FILED

THIS AGREEMENT made this 11th day of February 93 MAR -9 PM 3:00

Frank Salpetro

[illegible] CLERK
BRAZOS COUNTY COURTHOUSE
BRYAN, TEXAS
BY [illegible] DEPUTY

Lessor (whether one or more), whose address is 306 W. 31st Street, Bryan, Tx 77801

and Union Pacific Resources Company, P O Box 7, Ft. Worth, Tx 76101, Lessee, WITNESSETH:

1. Lessor in consideration of Ten and no/100 Dollars

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

Being 10 acres, more or less, in the John B. Root Survey A-203 and being the same land described in that deed dated December 16, 1992 from Albina Yeager et al to Frank Salpetro recorded in Volume 1672 Page 289 of the Official Records of Brazos County, Texas.

Wherever the fraction of 18th appears in paragraph 3 herein it is hereby deemed to read 1/5th.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be an said survey or surveys or an adjacent surveys, although not included within the boundaries of the land particularly described above.

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

3. As royalty, Lessor covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, one-eighth of the amount realized from the sale of gasoline or other products extracted therefrom and one-eighth of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut in, and thereafter this lease may be continued in force as of no shut in had occurred. Lessor covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but as the exercise of such diligence, lessor 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 lessor. 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, lessor shall pay or tender, by check or draft of lessor, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessor shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the pay directly to Lessor at above address

Bank at _____ or its successors, which shall continue as the depository, regardless of changes in the ownership of shut in royalty. If at any time that lessor pays or tenders shut in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. 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 payments hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessor, at its option, is hereby given the right and power at any time or times to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof in the manner hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 80 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessor under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessor hereunder to pool this lease or portions thereof into other units. Lessor shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit, and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessor may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease, and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis - that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not from an gas pooled unit, and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The termination of any unit hereunder shall not have the effect of changing the ownership of any shut in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessor shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

VOL. 1737 PAGE 337

TXI-47050(1)

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled area designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said area. In the event a well or wells producing oil or gas in paying quantities should be brought on an adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

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

9. Lessee hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessee's 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. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

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

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

Frank Salpetro

Frank Salpetro

S.S. # [redacted]

STATE OF Texas
COUNTY OF Brazos

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 11th day of February, 193

by Frank Salpetro.

FRED PRICKETT
Notary Public, State of Texas
My Commission Expires
FEB. 21, 1995

Fred Prickett

Notary Public, State of Texas
Notary's name (printed)
Notary's commission expires

COUNTY OF

ACKNOWLEDGMENT

This instrument was acknowledged before me on the day of , 19

by

Notary Public, State of Texas
Notary's name (printed)
Notary's commission expires

STATE OF
COUNTY OF

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on the day of , 19

of

corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed)

VOL. 1777 PG. 338

Oil, Gas and Mineral Lease

FROM

TO

No.

Dated , 19

No. Acres

Term

This instrument was filed for record on the , 19 , at

day of , 19 , at o'clock , M., and duly recorded in

Book , Page , of the records of the office

County Clerk

By , Deputy

When recorded return to

Produced by Lease Pro Software, Inc.
Page Size: Letter Printing Portrait

PRINTED PRINTING & STATIONERY COMPANY
2121 Pease, Houston, Texas 77002 (713) 659-3139

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED FEBRUARY 11, 1993 BETWEEN FRANK SALPETRO AS LESSOR, AND UNION PACIFIC RESOURCES COMPANY, AS LESSEE.

11. It is hereby understood and agreed that Lessee shall have no rights to the use of the surface of the leased premises without the express written consent of the owner of the surface of said land.

12. If at any time within two years after the expiration of the primary term the land covered by this lease is being held solely through production from a gas pooled unit or an oil pooled unit, then Lessee agrees as part of the consideration for this lease, to release all acreage covered by this lease which has not been included in such gas pooled unit or such oil pooled unit.

Signed for identification:

Frank Salpetro

Frank Salpetro

VOL 1737 PAGE 339

WHEN RECORDED RETURN TO:
Union Pacific Resources Co.
ATTN: Land Administration
P.O. Box 7, MS 3110
Fort Worth, TX 76101-0007

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. 1737 Page 337 in Official Records of said County on file in my office

ATTEST 5-17-93

Mary Ann Ward, County Clerk
Brazos County, Texas

By [illegible], Deputy

Producers 88-R Paid Up Revised
With 640 Acre Pooling Provisions

519917

PETROLEUM PRINTING & STATIONERY COMPANY
2101 LOUISIANA, HOUSTON, TEXAS 77002 (713) 650-1139

OIL, GAS AND MINERAL LEASE

FILED

THIS AGREEMENT made this 9th day of March, 19 93, between

CLYDE J. PORTERFIELD and his wife, IRENE H. PORTERFIELD

93 APR 28 PM 2:03

BRAZOS COUNTY TEXAS

Lessor (whether one or more), whose address is 1200 Brook Hollow Dr., Bryan, Texas 77802

and UNION PACIFIC RESOURCES COMPANY, P.O. Box 7, Ft. Worth, Texas 76101-0007, Lessee, WITNESSETH:

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

BRAZOS County, Texas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR A COMPLETE DESCRIPTION OF THE LAND COVERED BY THIS LEASE.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL PROVISIONS TO THIS LEASE.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 499.003 acres, whether it actually comprises more or less.

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

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any such oil in its possession, paying the posted price therefor prevailing for the field where produced on the date of purchase; (b) to pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, one-eighth of the amount realized from the sale of gasoline or other products extracted therefrom and one-eighth of the amount realized from the sale of residue gas after deducting the amounts used for plant fuel and in compression, while there is a gas well on this lease or on acreage pooled therewith but gas is not being sold or used, Lessee may pay or tender, on or before ninety (90) days after the date on which (1) such well is shut in, or (2) the land covered hereby or any portion thereof is included in a pooled unit on which a well is producing, or (3) this lease ceases to be otherwise maintained in force as provided herein, whichever is the later date, and thereafter on annual anniversaries on or before the anniversaries of the date the first payment is made, a sum equal to the amount of the annual rental payable in lieu of drilling operations during the primary term for the number of acres subject to this lease at the time such payment is made, and if such payment is made or tendered, this lease shall not terminate, and it shall be considered that gas is being produced from this lease in paying quantities, and (c) on all other minerals mined and marketed, one-tenth either in kind or value at the mine or mines, at Lessee's election, except that on sulphur mined and marketed the royalty shall be fifty cents ($0.50) per long ton. Lessee shall have free use of the oil, gas, coal, water from said land except water from Lessor's wells, for all operations hereunder, and the royalties on oil, gas and coal shall be computed after deducting any so used.

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

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender (or shall make a bona fide attempt to pay or tender, as hereinafter provided) to Lessor or to the credit of Lessor in FIRST AMERICAN Bank at BRYAN, TEXAS

Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of Twelve Thousand Four Hundred Seventy-five and 08/100---------- Dollars ($ 12,475.08--) (herein called rentals), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental annual shall be made on or before the anniversary date hereof. Any payment or tender which may be made by the check or draft of Lessee mailed or delivered on the proper rental date shall be deemed timely made if such check or draft should fail, liquidate or be uncollected for any reason, or for any reason fail to reach Lessor. Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. If Lessee shall, on or before any anniversary date, make a bona fide attempt to pay or deposit the proper rental to a Lessor entitled thereto according to Lessee's records or to a Lessor, who, prior to such anniversary date, gave notice to Lessee in writing that Lessor is entitled to receive payment of this lease, but has right to receive rental, and if such payment or deposit is insufficient to cover the estimated amount of rental due, Lessee shall be allowed a period of ten days after receipt of notice thereof to pay or tender such additional rental. If such additional rental is not paid or tendered to the royalty owner or to the depository designated above within said period, this lease shall automatically terminate. If the bank (or any successor bank) designated herein should fail or refuse to accept rental, Lessor agrees to execute a proper recordable instrument naming another bank as agent to receive such payments or tenders. Nothing in this lease shall be construed to require Lessee to pay delay rentals during the period of any extension granted by any governmental agency having jurisdiction over drilling operations on the land covered by this lease, or during the period of any litigation affecting the title to the land covered by this lease, or during the period of any litigation affecting the validity of this lease or the validity of any pooling or unitization of any part of the land covered by this lease, or during the period of any litigation between Lessee and any other party or parties hereto, or any other party or parties claiming any interest in said land or in this lease, or any part thereof, or in the royalties or other payments hereunder, or in the production from said land, or in the proceeds or any part thereof, accruing or payable hereunder, or in the ownership of the land or any part thereof, or in the ownership of the royalties or other payments hereunder, or in the ownership of the production from said land, or in the proceeds or any part thereof, accruing or payable hereunder, or in the validity of any pooling or unitization of any part of the land covered by this lease, or in the validity of this lease, or in the validity of any part of the above described premises, or of any mineral or horizon under all or any part thereof, and thereby be relieved of all obligations as to the mineral and/or horizon affected. If this lease is released as to all minerals and horizons under a portion of the land covered by this lease, the rental and other payments computed on acreage shall thereupon be reduced in the proportion that the number of surface acres within such released portion bears to the total number of surface acres which was covered by this lease immediately prior to such release.

TXI-43040(2)

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

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

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

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

10. Lessee hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessee's interest is herein specified or not), or no interest therein, then the royalties, delay rental, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

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

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

Clyde J. Porterfield	Irene H. Porterfield
CLYDE J. PORTERFIELD	IRENE H. PORTERFIELD
SSA [redacted]	SSA [redacted]
LESSOR — SOCIAL SECURITY NUMBER	LESSOR — SOCIAL SECURITY NUMBER

THE STATE OF TEXAS
COUNTY OF Brazos

This instrument was acknowledged before me on March 19 93 by CLYDE J. PORTERFIELD and IRENE H. PORTERFIELD

(NOTARY SEAL)

RUSSELL C LONGMIRE
Notary Public, State of Texas
My Commission Expires
APRIL 30, 1993

Russell C Longmire
Notary Public in and for the State of Texas
Notary's typed or printed name Russell C Longmire
My commission expires April 30, 1993

VOL. 1780 PAGE 92

Oil, Gas and Mineral Lease

FROM

TO

Dated ____ 19__
No. Acres ____
County, Texas
Term ____
This instrument was filed for record on the ____ day of ____ 19__ at ____ o'clock ____ M. and duly recorded in Book ____ Page ____ of the ____ records of the office of the County Clerk, ____ County, Texas
By ____ Deputy

When recorded return to

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED MARCH 9, 1993, BY AND BETWEEN CLYDE J. PORTERFIELD AND IRENE H. PORTERFIELD, AS LESSOR, AND UNION PACIFIC RESOURCES COMPANY, AS LESSEE.

499.003 acres of land, more or less, out of the Francisco Ruiz League, Abstract 48, and the J.B. Root Survey, Abstract 203, Brazos County, Texas, and described in Ten (10) tracts of land as follows:

TRACT ONE: Being 60.603 acres of land, more or less, lying and being situated in the Francisco Ruiz League, Abstract 48, Brazos County, Texas, and being more particularly described in that certain Partition Deed dated January 9, 1987, from Dorcas H. Haltom and Irene H. Porterfield and recorded in Volume 942, Page 814 of the Official Records of Brazos County, Texas.

TRACT TWO: Being 56.61 acres of land, more or less, lying and being situated in the J.B. Root Survey, Abstract 203, Brazos County, Texas, and being more particularly described in that certain Deed dated August 23, 1982, from James Franklin Hudson to Mary Ladona Hudson and recorded in Volume 533, Page 493 of the Deed Records of Brazos County, Texas.

TRACT THREE: Being 3.0 acres of land, more or less, out of the J.B. Root Survey, Abstract 203, Brazos County, Texas, and being the same land described in a Deed rom Mrs. B.P. Higgs, a feme sole, to W.B. Higgs dated August 20, 1928, and recorded in Volume 72, Page 618 of the Deed Records of Brazos County, Texas.

TRACT FOUR: Being 70 acres of land, more or less, lying and being situated in the Francisco Ruiz League, Abstract 48, Brazos County, Texas, and being more particularly described as "Third Tract" in that certain Partition Deed dated December 26, 1931, from Wylie B. Higgs et al to Wylie B. Higgs and recorded in Volume 81, Page 222 of the Deed Records of Brazos County, Texas.

TRACT FIVE: Being 73.5 acres of land, more or less, out of the Francisco Ruiz League, Abstract 48, Brazos County, Texas, and being the same land described in a Correction Deed dated January 10, 1949, from J. Wibb Howell to Clyde J. Porterfield and recorded in Volume 137, Page 553 of the Deed Records of Brazos County, Texas.

TRACT SIX: Being 100.0 acres, more or less, out of the Francisco Ruiz League, Abstract 48, Brazos County, Texas, and being the same land described as the "Third Tract" in a Deed dated February 21, 1944, from Vince Court and wife, Anthonette Court, to Clyde J. Porterfield and recorded in Volume 115, Page 439 of the Deed Records of Brazos County, Texas.

TRACT SEVEN: Being 71.79 acres of land, more or less, out of the Francisco Ruiz League, Abstract 48, Brazos County, Texas, and being the same land described as three tracts in a Deed dated December 28, 1946, from Charles F. Salvato et al to Clyde J. Porterfield and recorded in Volume 128, Page 333 of the Deed Records of Brazos County, Texas.

TRACT EIGHT: Being 22 acres of land, more or less, out of the Francisco Ruiz League, Abstract 48, Brazos County, Texas,

and being the same tract described in a Deed dated January __, 1963, from Robert Johnson, Jr. to Irene H. Porterfield, and recorded in Volume 224, Page 225 of the Deed Records of Brazos County, Texas.

TRACT NINE: Being 34.5 acres of land, more or less, out of the Francisco Ruiz League, Abstract 48, Brazos County, Texas, and being the same tract of land described in a Deed dated February 21, 1944, from Vince Court et ux to Clyde J. Porterfield and recorded in Volume 115, Page 439 of the Deed Records of Brazos County, Texas.

TRACT TEN: Being 7.0 acres of land, more or less, out of the Francisco Ruiz League, Abstract 48, Brazos County, Texas, and being more particularly described in a Deed dated February 21, 1944, from Vince Court et ux to Clyde J. Porterfield and recorded in Volume 115, Page 439 of the Deed Records of Brazos County, Texas.

SIGNED FOR IDENTIFICATION

_____	Irene H. Porterfield
CLYDE J. PORTERFIELD	IRENE H. PORTERFIELD

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED MARCH 9, 1993, BY AND BETWEEN CLYDE J. PORTERFIELD AND IRENE H. PORTERFIELD, AS LESSOR, AND UNION PACIFIC RESOURCES COMPANY, AS LESSEE.

12. Notwithstanding anything contained herein to the contrary, Lessee shall have no authority to pool or combine any particular tract of the herein leased premises for oil and/or gas unless one-half (1/2) of all of the acreage in such particular tract is included in said pooled unit.

13. Notwithstanding anything in this lease to the contrary, royalty on oil and gas shall be one-fifth (1/5) of the oil and gas produced and saved under the terms of this lease, and wherever in paragraph 3 herein the lease the fraction one-eight (1/8) appears, same shall be deemed to read one-fifth (1/5).

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will not maintain this lease in force and effect as to land not included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein; provided that if it be by rental payments, rentals shall be reduced in proportion to the number of acres covered hereby and included in such unit or units.

15. Notwithstanding any other provision to the contrary provided for herein, it is understood and agreed that this lease shall cover oil, gas, sulphur and liquid hydrocarbons, along with the products and by-products thereof, but that this lease shall not cover any other minerals.

16. Lessee shall pay for all damages to the surface of the herein leased premises and to crops and improvements thereon, caused by Lessee's operations hereunder. Further, Lessee shall remove from the leased premises all drilling mud and shall backfill and level all pits used in connection with the drilling of any well hereunder within thirty (30) days after the completion or abandonment of any well. Upon abandonment of any well on any portion of the leased premises, Lessee shall remove all pipelines and surface equipment installed by Lessee on that portion of the leased premises and shall restore the surface to reasonably the same condition as that in which it existed prior to Lessee's use thereof.

17. All royalty payments on actual production shall be due within ninety (90) days after the end of the month in which production occurred beginning with the first production from any well. Should Lessee default in such payment, if Lessee does not remedy the default within fifteen (15) days after Lessor notifies Lessee of the default in writing, Lessor, in addition to any other remedies, shall be entitled to interest at the maximum rate permitted by law beginning with the sixteenth (16th) day after sending said notice on all payments in default, which damages shall accumulate until the default is remedied. Lessor shall not be entitled to such payments where a bona fide dispute exists as to the manner of calculating Lessor's royalty. Said notice shall be deemed given when sent certified mail to Lessee at its address.

18. Lessee, its successors or assigns, shall at the termination of this lease furnish to Lessors, their heirs,

administrators, executors or assigns, with a written recordable release as to all acreage not within a producing unit or units.

19. On Sulphur, Lessor shall be paid, as royalty, one-fifth (1/5) part thereof, or at Lessor's election, one-fifth (1/5) part of the market value at the well or facility where such sulphur which may be produced or extracted from oil and gas.

20. Notwithstanding anything contained herein to the contrary, for each gas well located on this lease or acreage pooled therewith, but from which gas is not being sold or used for lack of a suitable market or as a result of a law, order, rule or regulation of governmental authority, either state or federal, or for any other reason beyond the reasonable control of Lessee, Lessee shall pay a graduated shut-in royalty, as hereinafter provided, and this lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities.

The shut-in royalty payments shall be due on or before ninety (90) days after the date on which (1) said well is shut-in, or (2) the land covered hereby or any portion thereof is included in a pooled unit on which a shut-in well is located, or (3) this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and thereafter, payments shall be made at annual intervals on or before the anniversary of the date the first payment is made.

The amount of graduated shut-in royalty payment for each well shall be determined for the acreage then covered by this lease and included in the pooled or production unit around the well as follows:

(A) During the time period when the well has been shut-in up to a cumulative total of three hundred sixty-five (365) days, Lessee shall pay Five ($5.00) Dollars per acre per year;

(B) During the time period when the well has been shut-in up to a cumulative total between three hundred sixty-six (366) days and seven hundred and thirty (730) days, Lessee shall pay Ten ($10.00) dollars per acre per year; and

(C) Thereafter, the shut-in royalty shall increase Five ($5.00) dollars per acre per year for each three hundred sixty-five (365) days of cumulative shut-in time; and

(D) Said shut-in royalty payments shall not serve to perpetuate this lease on a well to well basis and the acreage allocated thereto for periods in excess of six (6) years or for lesser periods not to exceed six (6) years in the aggregate.

21. Notwithstanding anything to the contrary herein, Lessee shall have the right at any time during or within six months after expiration of this lease to remove all property and fixtures placed by Lessee on said land. Any of Lessee's property not removed within said six month period shall become Lessor's property.

22. Lessee agrees to bury any pipelines 36 inches below the surface, fence any production area adequately to hold cattle,

properly brace any fence opened by Lessee and install metal cattle guards or gates on any roads used for Lessee's operations.

23. This lease does not cover or include any right or privilege of hunting or fishing on the leased premises and neither Lessee nor Lessee's agent, servants, or employees shall be permitted to bring firearms onto the leased premises.

24. Lessor agrees that should a survey of the herein leased premises reveal said leased premises to be greater than the land described in Exhibit "A", then this lease shall cover and include any such additional acreage. Also, this lease covers and includes any strips, easements, right-of-ways or roads over, upon, across or contiguous to the herein leased premises owned by lessor.

25. It is expressly stipulated that in the event Lessee drills any water well or wells upon the leased premises, Lessee shall, upon the termination of this lease or at such earlier time or times as Lessee may elect, abandon said water well or wells leaving the well bore open and all casing, slotted liners and/or sand screens therein in place after the removal by Lessee of such tubing, pump and any other lifting equipment therefrom that Lessee elects to remove and that can be removed without rendering said water well or wells incapable of being re-equipped for further production of water. At the time of such abandonment, said water well or wells shall become the property of and belong to Lessor, Lessor's heirs or assigns.

26. Prior to the commencing of any drilling operations, Lessee shall pay to Lessor as prepaid location damages to cover normal and usual drilling operations, the sum of $1,000.00. The location shall not encompass more than four (4) acres or as normal industry standards require and Lessee shall upon the completion of any well or wells, reduce said location to a minimum acreage that is needed in order to adequately operate said well or wells. However Lessee shall pay an additional sum of $1,000.00 per acre or any portion thereof reduced proportionally for any land fenced off because of necessity for ingress, egress, rigging up, rigging down, or other operations necessary for drilling operations or construction of roads. Said additional acreage to be determined by mutual agreement of Lessor and Lessee's representative. Upon abandoning such location, Lessee shall restore the surface to its original condition as nearly as possible.

PER NLRC DHP

27. At the expiration of the primary term or upon completion of any well being drilled on the leased premises or upon land pooled therewith at the end of the primary term, this lease shall terminate as to all acreage 100 feet below the deepest depth drilled.

28. It is agreed between all parties hereto that any roads constructed on the leased premises shall be constructed of crushed rock and said roads shall remain property of Lessor upon completion of operations on the leased premises by the Lessee. In addition, all crushed rock used to build a pad for a drill site on the leased premises shall remain property of Lessor upon completion of operations by Lessee thereon.

SIGNED FOR IDENTIFICATION

CLYDE J. PORTERFIELD

Irene H Porterfield

IRENE H. PORTERFIELD

. STATE OF TEXAS)
. UNTY 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. 1780, Page 91 in Official Records of said County on file in my office.

. TEST 5-17-93

ary Ann Ward, County Clerk
zos County, Texas

, Deputy

14

MF M95338
Item Lease (4)
To
From
Date

Texas General Land Office
Garry Mauro, Commissioner

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

December 9, 1994

Union Pacific Resources
Attn: Land Administration
P. O. Box 7
Fort Worth, Texas 76101-0007

Re: Mineral File No. M-95338
UPR Prop. No. 090178

Dear Sir or Madam:

We have received the division order submitted by your company for the above referenced lease and filed same in our files. Please be sure to reference this mineral file number in all future royalty payments, reports and correspondence concerning the lease.

The payment of royalties to the State of Texas is set by statute. As the execution of the division order may, in some cases, effect the payments of such royalties, it is not the policy of this office to execute them. Insofar as allowed by law, the Texas General Land Office acquiesces in the sale of oil and gas under the terms and conditions set out in the lease.

If you should have any questions, please feel free to call me at (512) 475-1527.

Sincerely,

Eugene H. Moore, Jr.

Eugene H. Moore, Jr.
Accounts Examiner
Royalty and Revenue Processing
Energy Resources

EHM:mrg

Enclosures

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

M-095338

DATE: 09/15/94

DIVISION ORDER

ME

PROPERTY NUMBER: 090178 PRODUCT(S):GAS
F

PROPERTY NAME: TRAMBLE-SALVATO UNIT #1 COUNTY/PARISH: BRAZOS

OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS

LEGAL DESCRIPTION: 459.88 AC UNIT IN JOHN B. ROOT SUR. A-48 AS DESC IN UNIT DESIGNATION, VOL 2098, PAGE 70

STATE OF TEXAS 005772101001
% COMMISSION GEN. LAND OFFICE
1700 N CONGRESS AVENUE
STEPHEN F. AUSTIN BLDG. 200
AUSTIN TX 78701

IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT. FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993. THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF MARCH 1994.

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

[redacted]

SOCIAL SECURITY OR TAX ID #

SIGNATURE OF WITNESS #2

NEW ADDRESS (IF CHANGED)

OWNER NUMBER	DOI/ID	OWNER NAME	INTEREST TYPE	INTEREST PAID BY UPRC
0057721 01	001	STATE OF TEXAS	RI	0.003005

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

UNION PACIFIC RESOURCES COMPANY

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

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

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

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

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

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

DIVISION ORDER

DATE: 09/15/94

ME

PROPERTY NUMBER: 090178 PRODUCT(S):GAS
F

PROPERTY NAME: TRAMBLE-SALVATO UNIT #1 COUNTY/PARISH: BRAZOS

OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS

LEGAL DESCRIPTION: 459.88 AC UNIT IN JOHN B. ROOT SUR. A-48 AS DESC IN UNIT DESIGNATION, VOL 2098, PAGE 70

STATE OF TEXAS 005772101001
% COMMISSION GEN. LAND OFFICE
1700 N CONGRESS AVENUE
STEPHEN F. AUSTIN BLDG. 200
AUSTIN TX 78701

THIS IS YOUR COPY. PLEASE RETAIN FOR YOUR RECORDS.
IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT. FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993. THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF MARCH 1994.

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

[redacted]

SOCIAL SECURITY OR TAX ID #

SIGNATURE OF WITNESS #2

NEW ADDRESS (IF CHANGED)

OWNER NUMBER	DOI/ID	OWNER NAME	INTEREST TYPE	INTEREST PAID BY UPRC
0061330 01	001	W.B. NEWBERRY	OR	0.000741
0061378 01	001	ISABELLE BROWN NEWBERRY	OR	0.000371
0061411 01	001	JAMES W. RICHARDS	OR	0.000093
0075894 01	001	C. ROBERT WINKLER III	OR	0.000139
0075913 01	001	DIANE E. WINKLER	OR	0.000139
0113239 01	001	WILLIAM C. HAVERLAH	OR	0.001562

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

UNION PACIFIC RESOURCES COMPANY

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

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

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

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

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

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

PROPERTY NUMBER 090178

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
0113277 01	001	A.C. ATKINS	OR	0.000390
0113289 01	001	WYNONA M. RIGGS	OR	0.000390
0113310 01	001	CHIHUAHUAN DESERT RESEARCH	OR	0.000122
0113322 01	001	TRINITY SCHOOL OF MIDLAND TEX	OR	0.000122
0113334 01	001	FORT STOCKTON HISTORICAL	OR	0.000122
0113358 01	001	PAUL A. OLSON	OR	0.000047
0113360 01	001	L.E. MALONE	OR	0.000069
0113384 01	001	BERNARD G. SCOTT	OR	0.000047
0113396 01	001	SANDRA G. JONES	OR	0.000029
0132741 01	001	SAM L PFIESTER	OR	0.000047
0140304 01	001	MARSHALL A. HARRELL	OR	0.001235
2001477 01	001	GEORGE R. LOCKER	OR	0.000371
2078732 01	001	LA OTRA CATTLE COMPANY	OR	0.000260
2092475 01	001	SOUTHWEST ROYALTIES, INC.	OR	0.001134
2097525 01	001	WILLIAMS CLAYTON	OR	0.012500
2099115 01	001	TEXAS A&M DEVELOPMENT	OR	0.002075
2099377 01	001	JOHN R. BROSE	OR	0.000022
2099389 01	001	CHARLES F. DOUGHERTY	OR	0.000022
2099391 01	001	THOMAS H. MOORE	OR	0.000022
2099410 01	001	SUSAN KIMBERLY SCOTT	OR	0.000007
2099422 01	001	KRISTY LYNN SCOTT	OR	0.000007
2099434 01	001	DAVID STEPHEN SCOTT	OR	0.000007
2112242 01	001	ROBERT E. PERVINSIK	OR	0.000047
2182267 01	001	O'BLUE CORPORATION	OR	0.000200

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

UNION PACIFIC RESOURCES COMPANY

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

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

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

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

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

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

PROPERTY NUMBER 090178

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2200501 01	001	JAMES L. MINAHAN III	OR	0.000781
2233741 01	001	OLIVER PERRY NEWBERRY,TRUST	OR	0.000122
2233753 01	001	OLIVER PERRY NEWBERRY, TRUST	OR	0.000249
2235450 01	001	MERIT ENERGY CORPORATION	OR	0.001365
2287988 01	001	CAROL CARPENTER WINKEL	OR	0.000029
2299052 01	001	T MILTON SHEPHERD	OR	0.000022
2313928 01	001	JSF INTERESTS/INC	OR	0.000172
2313942 01	001	INDEXGEO & ASSOCIATES/INC	OR	0.000214
2313954 01	001	GRIFFIN PETROLEUM/CO	OR	0.000250
2358620 01	001	ROYE BOYS PARTNERSHIP	OR	0.000781
0057721 01	001	STATE OF TEXAS	RI	0.003005
2120081 01	001	LEWIS A. AYERS JR. AND ANN WEHRMAN AYERS	RI	0.019529
2144617 01	001	DON ANGONIA AND BARBARA S. ANGONIA	RI	0.000624
2144631 01	001	ANNA LEE CANGELOSI	RI	0.000615
2168362 01	001	FRANK R. SALVATO	RI	0.000241
2168374 01	001	PETE R. SALVATO	RI	0.000097
2168398 01	001	RONNIE P. SALVATO	RI	0.000097
2168417 01	001	FELIX L. SALVATO	RI	0.000290
2168429 01	001	MARY S. BUSH	RI	0.000241
2168431 01	001	JOSEPHINE S. VARISCO	RI	0.000241
2168443 01	001	ETHELENA S. ZUBIK	RI	0.000241
2168455 01	001	MARIE SALVATO	RI	0.000097
2168467 01	001	JIMMY SALVATO	RI	0.000048

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

UNION PACIFIC RESOURCES COMPANY

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

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

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

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

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

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

PROPERTY NUMBER 090178

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2168481 01	001	MARY LOUISE SALERNO	RI	0.000241
2168493 01	001	FRANKLIN B. SALVATO	RI	0.000241
2168512 01	001	SAMMIE B. SALVATO	RI	0.000386
2168524 01	001	JOSEPH C. LABARBERA	RI	0.000144
2168536 01	001	LENA JOSEPHINE C. RICHTER	RI	0.000144
2168548 01	001	ETHELENA S. POLITO	RI	0.000193
2168550 01	001	C. J. S. LORIA	RI	0.000097
2168562 01	001	FRANK JOSEPH CATALENA	RI	0.000048
2168574 01	001	KNIGHTS OF PYTHIAS CHLDRNS HOM	RI	0.000193
2168586 01	001	STATE SCHOOL FOR THE BLIND	RI	0.000097
2168598 01	001	ST. ANTHONYS CATHOLIC CHURCH	RI	0.000193
2168605 01	001	MT. CALVARY CEMETERY	RI	0.000048
2168617 01	001	BRAZOS VALLEY REHAB. CENTER	RI	0.000048
2280486 01	001	BARBARA J. ANDREW	RI	0.000915
2280498 01	001	ELLA REE SANDERS FULCHER	RI	0.001831
2280505 01	001	LAURA E. NELSON	RI	0.000915
2280517 01	001	CELESTINE SANDERS TRAMBLE	RI	0.001831
2280529 01	001	MELVIN SANDERS	RI	0.001831
2280531 01	001	NELSON SANDERS	RI	0.001831
2294271 01	001	IRENE H. PORTERFIELD	RI	0.005839
2298475 01	001	BRYAN INDEP. SCHOOL DISTRICT	RI	0.000815
2317891 01	001	WILLIAM J HOLLER AND DOROTHY HOLLER	RI	0.007721
2363280 01	001	CLYDE J PORTERFIELD/ESTATE	RI	0.005839
2363292 01	001	ANN WEHRMAN AYERS	RI	0.014652

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

UNION PACIFIC RESOURCES COMPANY

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

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

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

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

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

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

PROPERTY NUMBER 090178

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2364667 01	001	LINDA L PORTERFIELD LILLY	RI	0.006590
2364679 01	001	HOWARD H PORTERFIELD	RI	0.006590
2364681 01	001	CLYDE J. PORTERFIELD JR.	RI	0.006590
2364693 01	001	MARY M. PORTERFIELD FOWLER	RI	0.006590
2364700 01	001	DORCAS H HALTOM AND HUSBAND CHARLES HALTOM	RI	0.022488
2364712 01	001	MARIE ANGONIA	RI	0.003860
2364724 01	001	TONY P SALVATO	RI	0.000097
2364736 01	001	DARLENE SALVATO	RI	0.000097
2364748 01	001	JAMES R JACKSON AND KENNETH L NEATHERLIN	RI	0.016048
2364750 01	001	VICTORIA BRANDT	RI	0.006553
2364762 01	001	ALBINA YEAGER	RI	0.006553
2364774 01	001	EMILY JANOSEK	RI	0.006553
2364786 01	001	DELTON TRAHAN AND WIFE BARBARA TRAHAN	RI	0.001423
2364798 01	001	FRANK SALPETRO	RI	0.002189
2364805 01	001	MARY LA DONA HUDSON	RI	0.011679
2364817 01	001	BESSIE MOMON/HEIRS	RI	0.000478
2364829 01	001	RAYMOND E CARTER	RI	0.000269
2364831 01	001	VICKIE JEWELL CARTER JACKSON	RI	0.000269
2364867 01	001	RUTHIE JOHNSON BERMEJO	RI	0.000125
2364879 01	001	FREDERICK D JOHNSON	RI	0.000125
2364881 01	001	GEORGE W JOHNSON/JR	RI	0.000125
2364893 01	001	SAM GODINE	RI	0.000210
2364900 01	001	LEWIS C GODINE	RI	0.000210

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

UNION PACIFIC RESOURCES COMPANY

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

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

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

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

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

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

PROPERTY NUMBER 090178

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2364912 01	001	DAVE GODINE/JR	RI	0.000210
2364924 01	001	DEOTHA GODINE BELL AND VIOLA BOOKER GODINE	RI	0.000210
2364936 01	001	LARUE WESLEY JONES/JR	RI	0.000835
2364974 01	001	WALTER GODINE JR.	UI	0.001121
1536001 01	001	UNION PACIFIC RESOURCES CO.	WI	0.645470
1536001 01	002	UNION PACIFIC RESOURCES CO.	WI	0.148660

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

UNION PACIFIC RESOURCES COMPANY

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

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

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

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

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

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

TO ALL INTEREST OWNERS:

- Enclosed please find two copies of the Division Order(s) or Transfer Order(s). Please return one fully executed copy to the following address. **KEEP ONE COPY FOR YOUR RECORDS.**

UNION PACIFIC RESOURCES COMPANY
P. O. Box 2993, Mail Station 3110
Fort Worth, Texas 76113-2993
Fax #(817) 877-7486
Voicemail #(817) 877-6369

- Sign exactly as shown on the Division Order or Transfer Order. Signatures must be witnessed by two people. If joint ownership, all owners must sign.

- Signatures by Agents, Attorneys-in-Fact, Guardians, or Trustees must be verified by attaching evidence of the rights vested in the signatory party.

- Include the correct Social Security Number or Tax Identification Number in the space provided below your signature. Federal income tax law states 31% of proceeds must be withheld if not provided.

- If you have any questions and do not know your area representative, leave a message at this **VOICEMAIL** number (817) 877-6369. Our goal is to return your call within 48 hours. Please provide the following information which will assist us in serving you:

  1) Owner number
  2) County and state where well is located
  3) Well name and/or property number
  4) Telephone number with AREA CODE
  5) Reason for the call

- **Address Changes** must be submitted in writing to the above address. Provide your owner number, social security number, old address, new address and telephone number.

- **Name/Ownership Changes** must be submitted in writing to the above address. Please include proper documentation confirming the changes such as a: Marriage Certificate, Divorce Decree, Certificate of Merger, Deed, Will, Assignment, etc. **NOTE:** Documents which convey interest must be recorded in the county in which the property is located prior to sending them to our office.

- **Settlement Check/Stop Payment** requests must be submitted in writing to the address below. Please wait ten (10) working days before submitting request. Include owner number and date of check. **NOTE:** Funds will be replaced during our regular settlement cycle within the next 6 to 8 weeks.

Union Pacific Resources Company
Attn: Stop Payment
P.O. Box 7, MS 2605
Fort Worth, TX 76101-0007

-KEEP THIS INFORMATION FOR FUTURE REFERENCE-

HOW TO READ YOUR CHECK ATTACHMENT

To help you understand the essential information which accompanies your check, we are providing a sample check stub. Please keep this as a permanent part of your records.

PRODUCT CODE
100...CRUDE OIL
120...CONDENSATE
200...GAS
210...CASINGHEAD GAS
300...GAS LIQUID PRODUCTS
410...SULPHUR
500...HELIUM/OTHER

UNION PACIFIC RESOURCES COMPANY
SETTLEMENT STATEMENT
P.O. BOX 2993 MS 3110
FT. WORTH, TX 76113-2993
VOICE MAIL (817) 877-6369
FAX (817) 877-7486

-RETAIN THIS STATEMENT-
FOR TAX PURPOSES
DUPLICATES CANNOT BE FURNISHED

INTEREST TYPE
PP...PRODUCTION PAYMENT
OR...OVERRIDING ROYALTY
RI... ROYALTY INTEREST
SO...SURFACE OWNER
TP...TOTAL PRODUCTION
WI...WORKING INTEREST

ADJUSTMENT CODE
A...PRODUCTION TAX
C...OTHER

PLEASE CASH YOUR CHECK WITHIN THE ALLOTTED 180 DAYS TIME PERIOD. ALL CHECKS WILL BE VOID AFTER THAT DATE.

OWNER NAME TAX I.D. NO.: 99-9999999

1 PROPERTY NUMBER	2 PROD. DATE	3 PROD. CODE	4 INT. TYP	5 OWNER DECIMAL	6 COMPUTED DECIMAL	7 QUANTITY	8 PRICE	9 GROSS VALUE	10 TAXES/ ADJUSTMENT	11 ADJ. CODE	12 NET VALUE PROPERTY	13 NET VALUE OWNER
012345		MC	GRUDER-ANDERSON #1			COUNTY:	BRAZOS		STATE: TEXAS			
PROPERTY	08/93	100				176.93	16.13700	2,855.12	132.22-		2,722.90	
OWNER	08/93	100	WI	0.053333	0.053333	9.44		152.27	7.05-	A		145.22
023458		MC	GRUDER-ANDERSON #2			COUNTY:	BRAZOS		STATE: TEXAS			
PROPERTY	08/93	100				25,599.91	16.13700	413,105.77	19,130.88-		393,974.89	
OWNER	08/93	100	OR	0.001836	0.001836	47.00		758.46	35.13-	A		723.33
PROPERTY	06/93	100				11,011.86-	17.25800	190,042.69-	8,797.02-		181,245.67-	
OWNER	06/93	100	OR	0.001836	0.001836	20.22-		348.94-	16.15	A		332.79- 18
14						15				16 PAGE TOTAL		535.76
OWNER NUMBER 1234567-01					CHECK NUMBER 03666841		DATE 09/25/93		PAGE 001	CHECK AMOUNT 17		535.76

1 The **PROPERTY NUMBER** is used to identify the oil and/or gas producing property. This number is referenced on your Division Order.

2 The **PRODUCTION DATE** is the month and year in which the oil or gas was sold.

3 The **PRODUCT CODE** is the three digit code used to identify the product which was sold. Please refer to the PRODUCT CODE legend in the upper left-hand corner of the check stub.

4 The **INTEREST TYPE** shows the type of interest you own. Please refer to the INTEREST TYPE legend in the upper right-hand corner of the check stub.

5 The **OWNER DECIMAL** column reflects your share of the proceeds from sales for which UPRC is responsible. This interest is also reflected on your Division Order.

6 The **COMPUTED DECIMAL INTEREST** column reflects your share of proceeds received by UPRC. (If UPRC receives less than 100% of production, this figure may be an inflation of your actual decimal interest).

7 The **QUANTITY** is the gross volume shown in barrels, tons, or MCF (Thousand Cubic Feet) which was sold from the property. The figure shown immediately below is determined by multiplying your Computed Decimal by the total property level Quantity.

8 The **PRICE** is calculated by dividing the total Gross Value by the Quantity. The Price may be omitted on certain adjustments.

9 The **GROSS VALUE** is the total value of sales for each product delivered. The figure shown immediately below is determined by multiplying your Computed Decimal by the property level Gross Value.

10 The **TAXES/ADJUSTMENT** column is used to show state severance or other production taxes which were paid as required. The figure shown immediately below is your proportionate share of these taxes. This column will also be used to reflect any manual adjustments made to your account.

11 The **ADJUSTMENT CODE** is a one digit code identifying the type of adjustment made. Please refer to the ADJUSTMENT CODE legend in the upper right-hand corner of the check stub.

12 The **NET VALUE PROPERTY** shows the value of the total sales for the property after state tax deductions.

13 The **NET VALUE OWNER** shows the amount payable to you and is determined by multiplying your Computed Decimal by the property level Net Value in the previous column.

14 Your **OWNER NUMBER** is uniquely assigned to you and should be included when corresponding with UPRC.

15 The **CHECK NUMBER** and **CHECK DATE** of this payment are shown on the bottom of the check stub.

16 The **PAGE TOTAL** reflects the total value of the Owner Net Value lines on each page of your check stub. If there is more than one page of detail, each page total should be added to arrive at the total check amount.

17 The **CHECK AMOUNT** is the total of the page totals on your check stub.

18 A minus sign ("-") following any amount means a deduction. A deduction normally reflects applicable taxes or a prior month adjustment.

ADDITIONAL INFORMATION CONCERNING YOUR CHECK

SMALL PAYMENTS AND NEGATIVE BALANCES - Small payments will be accumulated until the amount exceeds $25. In November of each year, however, we pay all accumulated balances greater than two dollars. Should an overpayment be made to you, future proceeds may be held and applied towards the negative balance created by the overpayment.

NO SALES - Payments are made only for those months in which the property has sales. If, in a particular month, there are no sales for any properties in which you own an interest, no proceeds will be applied to your account for that month. No notification will be sent if a check is not mailed.

PAYMENTS FROM SUSPENSE - Occasionally, payments are held because of a notice of a transfer in the interest, an incorrect address, etc. If this happens, payments due you will be accumulated and released when the matter is resolved.

TAXES - Most states levy a severance or production tax on revenues from oil and gas sales. This tax is calculated in accordance with each states' law and is deducted from your payments.

INCOME TAX INFORMATION - An IRS Form 1099-MISC will be furnished to you by January 31st of each year if you received over $10 in royalty income or $600 in working interest income during the previous year.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

DATE: 09/15/94

DIVISION ORDER

ME

PROPERTY NUMBER: 090178 PRODUCT(S):CRUDE OIL
B

PROPERTY NAME: TRAMBLE-SALVATO UNIT #1 COUNTY/PARISH: BRAZOS

OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS

LEGAL DESCRIPTION: 459.88 AC UNIT IN JOHN B. ROOT SUR. A-48 AS DESC IN UNIT DESIGNATION, VOL 2098, PAGE 70

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

IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT. FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993. THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF MARCH 1994.

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

[redacted]

SOCIAL SECURITY OR TAX ID #

SIGNATURE OF WITNESS #2

NEW ADDRESS (IF CHANGED)

OWNER NUMBER	DOI/ID	OWNER NAME	INTEREST TYPE	INTEREST PAID BY: UPRC
0057721 01	001	STATE OF TEXAS	RI	0.003005

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

UNION PACIFIC RESOURCES COMPANY

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

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

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

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

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

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

DATE: 09/15/94

DIVISION ORDER

ME

PROPERTY NUMBER: 090178 PRODUCT(S):CRUDE OIL
B

PROPERTY NAME: TRAMBLE-SALVATO UNIT #1 COUNTY/PARISH: BRAZOS

OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS

LEGAL DESCRIPTION: 459.88 AC UNIT IN JOHN B. ROOT SUR. A-48 AS DESC IN UNIT DESIGNATION, VOL 2098, PAGE 70

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

THIS IS YOUR COPY. PLEASE RETAIN FOR YOUR RECORDS.
IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT. FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993. THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF MARCH 1994.

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

[redacted]

SOCIAL SECURITY OR TAX ID #

SIGNATURE OF WITNESS #2

NEW ADDRESS (IF CHANGED)

OWNER NUMBER	DOI/ID	OWNER NAME	INTEREST TYPE	INTEREST PAID BY UPRC
0061330 01	001	W.B. NEWBERRY	OR	0.000741
0061378 01	001	ISABELLE BROWN NEWBERRY	OR	0.000371
0061411 01	001	JAMES W. RICHARDS	OR	0.000093
0075894 01	001	C. ROBERT WINKLER III	OR	0.000139
0075913 01	001	DIANE E. WINKLER	OR	0.000139
0113239 01	001	WILLIAM C. HAVERLAH	OR	0.001562

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

UNION PACIFIC RESOURCES COMPANY

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

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

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

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

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

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

PROPERTY NUMBER 090178

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
0113277 01	001	A.C. ATKINS	OR	0.000390
0113289 01	001	WYNONA M. RIGGS	OR	0.000390
0113310 01	001	CHIHUAHUAN DESERT RESEARCH	OR	0.000122
0113322 01	001	TRINITY SCHOOL OF MIDLAND TEX	OR	0.000122
0113334 01	001	FORT STOCKTON HISTORICAL	OR	0.000122
0113358 01	001	PAUL A. OLSON	OR	0.000047
0113360 01	001	L.E. MALONE	OR	0.000069
0113384 01	001	BERNARD G. SCOTT	OR	0.000047
0113396 01	001	SANDRA G. JONES	OR	0.000029
0132741 01	001	SAM L PFIESTER	OR	0.000047
0140304 01	001	MARSHALL A. HARRELL	OR	0.001235
2001477 01	001	GEORGE R. LOCKER	OR	0.000371
2078732 01	001	LA OTRA CATTLE COMPANY	OR	0.000260
2092475 01	001	SOUTHWEST ROYALTIES, INC.	OR	0.001134
2097525 01	001	WILLIAMS CLAYTON	OR	0.012500
2099115 01	001	TEXAS A&M DEVELOPMENT	OR	0.002075
2099377 01	001	JOHN R. BROSE	OR	0.000022
2099389 01	001	CHARLES F. DOUGHERTY	OR	0.000022
2099391 01	001	THOMAS H. MOORE	OR	0.000022
2099410 01	001	SUSAN KIMBERLY SCOTT	OR	0.000007
2099422 01	001	KRISTY LYNN SCOTT	OR	0.000007
2099434 01	001	DAVID STEPHEN SCOTT	OR	0.000007
2112242 01	001	ROBERT E. PERVINSIK	OR	0.000047
2182267 01	001	O'BLUE CORPORATION	OR	0.000200

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

UNION PACIFIC RESOURCES COMPANY

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

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

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

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

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

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

PROPERTY NUMBER 090178

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2200501 01	001	JAMES L. MINAHAN III	OR	0.000781
2233741 01	001	OLIVER PERRY NEWBERRY,TRUST	OR	0.000122
2233753 01	001	OLIVER PERRY NEWBERRY, TRUST	OR	0.000249
2235450 01	001	MERIT ENERGY CORPORATION	OR	0.001365
2287988 01	001	CAROL CARPENTER WINKEL	OR	0.000029
2299052 01	001	T MILTON SHEPHERD	OR	0.000022
2313928 01	001	JSF INTERESTS/INC	OR	0.000172
2313942 01	001	INDEXGEO & ASSOCIATES/INC	OR	0.000214
2313954 01	001	GRIFFIN PETROLEUM/CO	OR	0.000250
2358620 01	001	ROYE BOYS PARTNERSHIP	OR	0.000781
0057721 01	001	STATE OF TEXAS	RI	0.003005
2120081 01	001	LEWIS A. AYERS JR. AND ANN WEHRMAN AYERS	RI	0.019529
2144617 01	001	DON ANGONIA AND BARBARA S. ANGONIA	RI	0.000624
2144631 01	001	ANNA LEE CANGELOSI	RI	0.000615
2168362 01	001	FRANK R. SALVATO	RI	0.000241
2168374 01	001	PETE R. SALVATO	RI	0.000097
2168398 01	001	RONNIE P. SALVATO	RI	0.000097
2168417 01	001	FELIX L. SALVATO	RI	0.000290
2168429 01	001	MARY S. BUSH	RI	0.000241
2168431 01	001	JOSEPHINE S. VARISCO	RI	0.000241
2168443 01	001	ETHELENA S. ZUBIK	RI	0.000241
2168455 01	001	MARIE SALVATO	RI	0.000097
2168467 01	001	JIMMY SALVATO	RI	0.000048

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

UNION PACIFIC RESOURCES COMPANY

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

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

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

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

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

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

PROPERTY NUMBER 090178

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2168481 01	001	MARY LOUISE SALERNO	RI	0.000241
2168493 01	001	FRANKLIN B. SALVATO	RI	0.000241
2168512 01	001	SAMMIE B. SALVATO	RI	0.000386
2168524 01	001	JOSEPH C. LABARBERA	RI	0.000144
2168536 01	001	LENA JOSEPHINE C. RICHTER	RI	0.000144
2168548 01	001	ETHELENA S. POLITO	RI	0.000193
2168550 01	001	C. J. S. LORIA	RI	0.000097
2168562 01	001	FRANK JOSEPH CATALENA	RI	0.000048
2168574 01	001	KNIGHTS OF PYTHIAS CHLDRNS HOM	RI	0.000193
2168586 01	001	STATE SCHOOL FOR THE BLIND	RI	0.000097
2168598 01	001	ST. ANTHONYS CATHOLIC CHURCH	RI	0.000193
2168605 01	001	MT. CALVARY CEMETERY	RI	0.000048
2168617 01	001	BRAZOS VALLEY REHAB. CENTER	RI	0.000048
2280486 01	001	BARBARA J. ANDREW	RI	0.000915
2280498 01	001	ELLA REE SANDERS FULCHER	RI	0.001831
2280505 01	001	LAURA E. NELSON	RI	0.000915
2280517 01	001	CELESTINE SANDERS TRAMBLE	RI	0.001831
2280529 01	001	MELVIN SANDERS	RI	0.001831
2280531 01	001	NELSON SANDERS	RI	0.001831
2294271 01	001	IRENE H. PORTERFIELD	RI	0.005839
2298475 01	001	BRYAN INDEP. SCHOOL DISTRICT	RI	0.000815
2317891 01	001	WILLIAM J HOLLER AND DOROTHY HOLLER	RI	0.007721
2363280 01	001	CLYDE J PORTERFIELD/ESTATE	RI	0.005839
2363292 01	001	ANN WEHRMAN AYERS	RI	0.014652

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

UNION PACIFIC RESOURCES COMPANY

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

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

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

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

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

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2364667 01	001	LINDA L PORTERFIELD LILLY	RI	0.006590
2364679 01	001	HOWARD H PORTERFIELD	RI	0.006590
2364681 01	001	CLYDE J. PORTERFIELD JR.	RI	0.006590
2364693 01	001	MARY M. PORTERFIELD FOWLER	RI	0.006590
2364700 01	001	DORCAS H HALTOM AND HUSBAND CHARLES HALTOM	RI	0.022488
2364712 01	001	MARIE ANGONIA	RI	0.003860
2364724 01	001	TONY P SALVATO	RI	0.000097
2364736 01	001	DARLENE SALVATO	RI	0.000097
2364748 01	001	JAMES R JACKSON AND KENNETH L NEATHERLIN	RI	0.016048
2364750 01	001	VICTORIA BRANDT	RI	0.006553
2364762 01	001	ALBINA YEAGER	RI	0.006553
2364774 01	001	EMILY JANOSEK	RI	0.006553
2364786 01	001	DELTON TRAHAN AND WIFE BARBARA TRAHAN	RI	0.001423
2364798 01	001	FRANK SALPETRO	RI	0.002189
2364805 01	001	MARY LA DONA HUDSON	RI	0.011679
2364817 01	001	BESSIE MOMON/HEIRS	RI	0.000478
2364829 01	001	RAYMOND E CARTER	RI	0.000269
2364831 01	001	VICKIE JEWELL CARTER JACKSON	RI	0.000269
2364867 01	001	RUTHIE JOHNSON BERMEJO	RI	0.000125
2364879 01	001	FREDERICK D JOHNSON	RI	0.000125
2364881 01	001	GEORGE W JOHNSON/JR	RI	0.000125
2364893 01	001	SAM GODINE	RI	0.000210
2364900 01	001	LEWIS C GODINE	RI	0.000210

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

UNION PACIFIC RESOURCES COMPANY

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

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

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

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

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

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

PROPERTY NUMBER 090178

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2364912 01	001	DAVE GODINE/JR	RI	0.000210
2364924 01	001	DEOTHA GODINE BELL AND VIOLA BOOKER GODINE	RI	0.000210
2364936 01	001	LARUE WESLEY JONES/JR	RI	0.000835
2364974 01	001	WALTER GODINE JR.	UI	0.001121
1536001 01	001	UNION PACIFIC RESOURCES CO.	WI	0.645470
1536001 01	002	UNION PACIFIC RESOURCES CO.	WI	0.148660

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

UNION PACIFIC RESOURCES COMPANY

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

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

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

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

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

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

TO ALL INTEREST OWNERS:

- Enclosed please find two copies of the Division Order(s) or Transfer Order(s). Please return one fully executed copy to the following address. **KEEP ONE COPY FOR YOUR RECORDS.**

UNION PACIFIC RESOURCES COMPANY
P. O. Box 2993, Mail Station 3110
Fort Worth, Texas 76113-2993
Fax #(817) 877-7486
Voicemail #(817) 877-6369

- Sign exactly as shown on the Division Order or Transfer Order. Signatures must be witnessed by two people. If joint ownership, all owners must sign.

- Signatures by Agents, Attorneys-in-Fact, Guardians, or Trustees must be verified by attaching evidence of the rights vested in the signatory party.

- Include the correct Social Security Number or Tax Identification Number in the space provided below your signature. Federal income tax law states 31% of proceeds must be withheld if not provided.

- If you have any questions and do not know your area representative, leave a message at this **VOICEMAIL** number (817) 877-6369. Our goal is to return your call within 48 hours. Please provide the following information which will assist us in serving you:

  1) Owner number
  2) County and state where well is located
  3) Well name and/or property number
  4) Telephone number with AREA CODE
  5) Reason for the call

- **Address Changes** must be submitted in writing to the above address. Provide your owner number, social security number, old address, new address and telephone number.

- **Name/Ownership Changes** must be submitted in writing to the above address. Please include proper documentation confirming the changes such as a: Marriage Certificate, Divorce Decree, Certificate of Merger, Deed, Will, Assignment, etc. **NOTE:** Documents which convey interest must be recorded in the county in which the property is located prior to sending them to our office.

- **Settlement Check/Stop Payment** requests must be submitted in writing to the address below. Please wait ten (10) working days before submitting request. Include owner number and date of check. **NOTE:** Funds will be replaced during our regular settlement cycle within the next 6 to 8 weeks.

Union Pacific Resources Company
Attn: Stop Payment
P.O. Box 7, MS 2605
Fort Worth, TX 76101-0007

-KEEP THIS INFORMATION FOR FUTURE REFERENCE-

HOW TO READ YOUR CHECK ATTACHMENT

To help you understand the essential information which accompanies your check, we are providing a sample check stub. Please keep this as a permanent part of your records.

PRODUCT CODE
100...CRUDE OIL
120...CONDENSATE
200...GAS
210...CASINGHEAD GAS
300...GAS LIQUID PRODUCTS
410...SULPHUR
500...HELIUM/OTHER

UNION PACIFIC RESOURCES COMPANY
SETTLEMENT STATEMENT
P.O. BOX 2993 MS 3110
FT. WORTH, TX 76113-2993
VOICE MAIL (817) 877-6369
FAX (817) 877-7486

-RETAIN THIS STATEMENT-
FOR TAX PURPOSES
DUPLICATES CANNOT BE FURNISHED

INTEREST TYPE
PP...PRODUCTION PAYMENT
OR...OVERRIDING ROYALTY
RI...ROYALTY INTEREST
SO...SURFACE OWNER
TP...TOTAL PRODUCTION
WI...WORKING INTEREST

ADJUSTMENT CODE
A...PRODUCTION TAX
C...OTHER

PLEASE CASH YOUR CHECK WITHIN THE ALLOTTED 180 DAYS TIME PERIOD. ALL CHECKS WILL BE VOID AFTER THAT DATE.

OWNER NAME TAX I.D. NO.: 99-9999999

1 PROPERTY NUMBER	2 PROD. DATE	3 PROD. CODE	4 INT. TYP	5 OWNER DECIMAL	6 COMPUTED DECIMAL	7 QUANTITY	8 PRICE	9 GROSS VALUE	10 TAXES/ ADJUSTMENT	11 ADJ. CODE	12 NET VALUE PROPERTY	13 NET VALUE OWNER
012345		MC	GRUDER-ANDERSON #1			COUNTY:	BRAZOS		STATE: TEXAS			
PROPERTY	08/93	100				176.93	16.13700	2,855.12	132.22-		2,722.90	
OWNER	08/93	100	WI	0.053333	0.053333	9.44		152.27	7.05-	A		145.22
023458		MC	GRUDER-ANDERSON #2			COUNTY:	BRAZOS		STATE: TEXAS			
PROPERTY	08/93	100				25,599.91	16.13700	413,105.77	19,130.88-		393,974.89	
OWNER	08/93	100	OR	0.001836	0.001836	47.00		758.46	35.13-	A		723.33
PROPERTY	06/93	100				11,011.86-	17.25800	190,042.69-	8,797.02-		181,245.67-	
OWNER	06/93	100	OR	0.001836	0.001836	20.22-		348.94-	16.15	A		332.79- 18
14						15				16 PAGE TOTAL		535.76
OWNER NUMBER 1234567-01					CHECK NUMBER 0366841		DATE 09/25/93		PAGE 001	CHECK AMOUNT 17		535.76

1 The **PROPERTY NUMBER** is used to identify the oil and/or gas producing property. This number is referenced on your Division Order.

2 The **PRODUCTION DATE** is the month and year in which the oil or gas was sold.

3 The **PRODUCT CODE** is the three digit code used to identify the product which was sold. Please refer to the PRODUCT CODE legend in the upper left-hand corner of the check stub.

4 The **INTEREST TYPE** shows the type of interest you own. Please refer to the INTEREST TYPE legend in the upper right-hand corner of the check stub.

5 The **OWNER DECIMAL** column reflects your share of the proceeds from sales for which UPRC is responsible. This interest is also reflected on your Division Order.

6 The **COMPUTED DECIMAL INTEREST** column reflects your share of proceeds received by UPRC. (If UPRC receives less than 100% of production, this figure may be an inflation of your actual decimal interest).

7 The **QUANTITY** is the gross volume shown in barrels, tons, or MCF (Thousand Cubic Feet) which was sold from the property. The figure shown immediately below is determined by multiplying your Computed Decimal by the total property level Quantity.

8 The **PRICE** is calculated by dividing the total Gross Value by the Quantity. The Price may be omitted on certain adjustments.

9 The **GROSS VALUE** is the total value of sales for each product delivered. The figure shown immediately below is determined by multiplying your Computed Decimal by the property level Gross Value.

10 The **TAXES/ADJUSTMENT** column is used to show state severance or other production taxes which were paid as required. The figure shown immediately below is your proportionate share of these taxes. This column will also be used to reflect any manual adjustments made to your account.

11 The **ADJUSTMENT CODE** is a one digit code identifying the type of adjustment made. Please refer to the ADJUSTMENT CODE legend in the upper right-hand corner of the check stub.

12 The **NET VALUE PROPERTY** shows the value of the total sales for the property after state tax deductions.

13 The **NET VALUE OWNER** shows the amount payable to you and is determined by multiplying your Computed Decimal by the property level Net Value in the previous column.

14 Your **OWNER NUMBER** is uniquely assigned to you and should be included when corresponding with UPRC.

15 The **CHECK NUMBER** and **CHECK DATE** of this payment are shown on the bottom of the check stub.

16 The **PAGE TOTAL** reflects the total value of the Owner Net Value lines on each page of your check stub. If there is more than one page of detail, each page total should be added to arrive at the total check amount.

17 The **CHECK AMOUNT** is the total of the page totals on your check stub.

18 A minus sign ("-") following any amount means a deduction. A deduction normally reflects applicable taxes or a prior month adjustment.

ADDITIONAL INFORMATION CONCERNING YOUR CHECK

SMALL PAYMENTS AND NEGATIVE BALANCES - Small payments will be accumulated until the amount exceeds $25. In November of each year, however, we pay all accumulated balances greater than two dollars. Should an overpayment be made to you, future proceeds may be held and applied towards the negative balance created by the overpayment.

NO SALES - Payments are made only for those months in which the property has sales. If, in a particular month, there are no sales for any properties in which you own an interest, no proceeds will be applied to your account for that month. No notification will be sent if a check is not mailed.

PAYMENTS FROM SUSPENSE - Occasionally, payments are held because of a notice of a transfer in the interest, an incorrect address, etc. If this happens, payments due you will be accumulated and released when the matter is resolved.

TAXES - Most states levy a severance or production tax on revenues from oil and gas sales. This tax is calculated in accordance with each states' law and is deducted from your payments.

INCOME TAX INFORMATION - An IRS Form 1099-MISC will be furnished to you by January 31st of each year if you received over $10 in royalty income or $600 in working interest income during the previous year.

(15)

M. 95338

Division Order

File Dated DEC 12 1994

#2285

DO NOT DESTROY

GLO-36-10-84 -MEMO-

Operator UPRC

Unit Name TRAMBLE-SALVATO

County BRAZOS

Effective Date 4-29-94

Unitized for: Oil ___ Gas ___ Oil & Gas ✓

1. M.F. No. 095338

Area HROW Tr. 15

Sec. ___ Blk. ___ Survey ___

6.91 / 459.88 x 1/5 = .3005 %
.015025 .2000 .003005

2. M.F. No. ___

Area ___ Tr. ___

Sec. ___ Blk. ___ Survey ___

___ x ___ . ___ %

3. M.F. No. ___

Area ___ Tr. ___

Sec. ___ Blk. ___ Survey ___

___ x ___ . ___ %

4. M.F. No. ___

Area ___ Tr. ___

Sec. ___ Blk. ___ Survey ___

___ x ___ . ___ %

REMARKS:

GRNEM.
Jesse [illegible] 3-11-00
M. Silva 3-17-00

DESIGNATION OF UNIT

TRAMBLE-SALVATO UNIT

552074

FILED

94 MAY -2 AM 11:32

CO. CLERK
BRAZOS COUNTY COURTHOUSE
BRYAN, TEXAS

STATE OF TEXAS

COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

The undersigned reserves the right to amend this Designation of Unit from time to time, and at any time, in order to correct any error herein or to include in this Unit any newly acquired interests within the Unit boundaries or to enlarge or reduce the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the subject leases, by appropriate amendments or instruments.

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

This Unit may not be ratified or joined in by any party who is not named hereinbelow without the consent of the parties hereto.

The Unit hereby created shall be effective as of the date operations are commenced anywhere on the Unit; provided that, if a lease covered hereby prescribes another date on which pooling shall become effective, the Unit shall be effective as to such lease on such other date. The Unit shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the leases covering the Unit are maintained in force by payment or tender of shut-in royalties or by other means, in accordance with the terms of said leases.

IN WITNESS WHEREOF, this Designation of Unit is executed on this 29th day of APRIL, 1994.

UNION PACIFIC RESOURCES COMPANY

By: Carolyn J. David
Its: Attorney-in-Fact

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 29th day of April ~~Carolyn J. David~~, 1994, by Carolyn J. David, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.

GENELL GRAY
Notary Public
STATE OF TEXAS
My Comm. Exp. 01/26/96

Genell Gray
Notary Public in and for the
State of Texas
My commission expires: 1/26/96

Law Department Approved
DESUNIT.2 (Revised 4/4/94)

EXHIBIT "A"

Attached to and made a part of that certain "Designation of Unit - Tramble-Salvato Unit" effective the date of first production of the Tramble-Salvato Unit Well No. 1.

1) Oil, Gas and Mineral Lease dated March 9, 1993, by and between, Clyde J. Porterfield and his wife, Irene H. Porterfield, as Lessor, and Union Pacific Resources Company, as Lessee, covering 499.003 acres, more or less, as recorded in Volume 1780, Page 91, Deed Records, Brazos County, Texas.

2) Oil, Gas and Mineral Lease dated July 5, 1976, by and between, Ann Wehrman Ayers and husband, Lewis A. Ayaers, Jr., as Lessor, and William C. Haverlah, as Lessee, covering 148.745 acres, more or less, as recorded in Volume 23, Page 319, Deed Records, Brazos County, Texas.

3) Oil, Gas and Mineral Lease dated February 14, 1990, by and between, Dorcas Higgs Haltom, et vir, Charles C. Haltom, as Lessor, and Union Pacific Resources Company, as Lessee, covering 137.013 acres, more or less, as recorded in Volume 1181, Page 30, of the Official Records of Brazos County, Texas.

4) Oil, Gas and Mineral Lease dated November 4, 1976, by and between, Lula A. Salvato, a widow, Individually and as Trustee under the Will and Testamentary Trust of N. L. Salvato, deceased, as Lessor, and Magnatex Corporation, as Lessee, covering 461.404 acres, more or less, as recorded in Volume 24, Page 410, of the Official Records of Brazos County, Texas.

5) Oil, Gas and Mineral Lease dated October 18, 1993, by and between, Delton Trahan and his wife, Barbara Trahan, as Lessor, and Union Pacific Resources Company, as Lessee, covering 6.818 acres, more or less, as recorded in Volume 1962, Page 9, of the Official Records of Brazos County, Texas.

6) Oil, Gas and Mineral Lease dated February 9, 1993, by and between, James R. Jackson and Kenneth L. Neatherlin, d/b/a JK Development, as Lessor, and Union Pacific Resources Company, as Lessee, covering 78.88 acres, more or less, as recorded in Volume 1737, Page 265, of the Official Records of Brazos County, Texas.

7) Oil, Gas and Mineral Lease dated February 11, 1993, by and between, Frank Salpetro, as Lessor, and Union Pacific Resources Company, as Lessee, covering 10.00 acres, more or less, as recorded in Volume 1737, Page 337, of the Official Records of Brazos County, Texas.

8) Oil, Gas and Mineral Lease dated March 9, 1993, by and between, Clyde J. Porterfield, and his wife, Irene H. Porterfield, as Lessor, and Union Pacific Resources Company, as Lessee, covering 499.003 acres, more or less, as recorded in Volume 1780, Page 91, of the Official Records of Brazos County, Texas.

9) Oil, Gas and Mineral Lease dated April 17, 1991, by and between, Mary La Dona Hudson, as Lessor, and Union Pacific Resources Company, as Lessee, covering 59.31 acres, more or less, as recorded in Volume 1278, Page 44, of the Official Records of Brazos County, Texas.

10) Oil, Gas and Mineral Lease dated July 26, 1991, by and between, Bessie Momon, as Lessor, and Union Pacific Resources Company, as Lessee, covering 1.00 acres, more or less, as recorded in Volume 1466, Page 323, of the

Official Records of Brazos County, Texas.

11) Oil, Gas and Mineral Lease dated February 19, 1990, by and between, Lucille Higgs Wehrman, as Lessor, and Union Pacific Resources Company, as Lessee, covering 64.71 acres, more or less, as recorded in Volume 1181, Page 40, of the Official Records of Brazos County, Texas.

12) Oil, Gas and Mineral Lease dated June 25, 1991, by and between, Deotha Godine Bell, as Lessor, and Union Pacific Resources Company, as Lessee, covering 3.00 acres, more or less, as recorded in Volume 1365, Page 311, of the Official Records of Brazos County, Texas.

13) Oil, Gas and Mineral Lease dated June 25, 1991, by and between, Sam Godine, as Lessor, and Union Pacific Resources Company, as Lessee, covering 3.00 acres, more or less, as recorded in Volume 1341, Page 189, of the Official Records of Brazos County, Texas.

14) Oil, Gas and Mineral Lease dated June 25, 1991, by and between, Dave Godine, Jr., as Lessor, and Union Pacific Resources Company, as Lessee, covering 3.00 acres, more or less, as recorded in Volume 1341, Page 187, of the Official Records of Brazos County, Texas.

15) Oil, Gas and Mineral Lease dated June 25, 1991, by and between, Lewis C. Godine, as Lessor, and Union Pacific Resources Company, as Lessee, covering 3.00 acres, more or less, as recorded in Volume 1349, Page 338, of the Official Records of Brazos County, Texas.

16) Oil, Gas and Mineral Lease dated June 25, 1991, by and between, Vicki Jewell Carter Harris Jackson, as Lessor, and Union Pacific Resources Company, as Lessee, covering 4.00 acres, more or less, as recorded in Volume 1372, Page 50, of the Official Records of Brazos County, Texas.

17) Oil, Gas and Mineral Lease dated October 26, 1993, by and between, Jewell Lee Carter, as Lessor, and Union Pacific Resources Company, as Lessee, covering 4.00 acres, more or less, as recorded in Volume 2027, Page 153, of the Official Records of Brazos County, Texas.

18) Oil, Gas and Mineral Lease dated October 28, 1993, by and between, Viola Booker Godine, as Lessor, and Union Pacific Resources Company, as Lessee, covering 3.00 acres, more or less, as recorded in Volume 2004, Page 164, of the Official Records of Brazos County, Texas.

19) Oil, Gas and Mineral Lease dated June 25, 1991, by and between, Raymond Earl Carter, as Lessor, and Union Pacific Resources Company, as Lessee, covering 4.00 acres, more or less, as recorded in Volume 1427, Page 149, of the Official Records of Brazos County, Texas.

20) Oil, Gas and Mineral Lease dated November 24, 1993, by and between, Verbena Loggins, as Lessor, and Union Pacific Resources Company, as Lessee, covering 4.00 acres, more or less, as recorded in Volume , Page , of the Official Records of Brazos County, Texas.

21) Oil, Gas and Mineral Lease dated December 28, 1993, by and between, Ruthie Johnson Bermejo, George W. Johnson, Jr., and Frederick D. Johnson, being all of the Heirs-at-law of George W. Johnson, deceased, as Lessor, and Union Pacific Resources Company, as Lessee, covering 4.00 acres, more or less, as recorded in Volume , Page , of the Official Records of Brazos County, Texas.

22) Oil, Gas and Mineral Lease dated July 5, 1990, by and between, Celestine Sanders Tramble, as Lessor, and Union

Pacific Resources Company, as Lessee, covering 23.30 acres, more or less, as described in Memorandum of Oil, Gas and Mineral lease recorded in Volume 1207, Page 383, of the Official Records of Brazos County, Texas.

23) Oil, Gas and Mineral Lease dated July 5, 1990, by and between, Melvin Sanders, as Lessor, and Union Pacific Resources Company, as Lessee, covering 23.30 acres, more or less, as described in Memorandum of Oil, Gas and Mineral Lease recorded in Volume 1207, Page 395, of the Official Records of Brazos County, Texas.

24) Oil, Gas and Mineral Lease dated July 5, 1990, by and between, Nelson Sanders, as Lessor, and Union Pacific Resources Company, as Lessee, covering 23.30 acres, more or less, as described in Memorandum of Oil, Gas and Mineral lease recorded in Volume 1209, Page 213, of the Official Records of Brazos County, Texas.

25) Oil, Gas and Mineral Lease dated July 5, 1990, by and between, Ella Ree Sanders Fulcher, as Lessor, and Union Pacific Resources Company, as Lessee, covering 23.30 acres, more or less, as described in Memorandum of Oil, Gas and Mineral Lease recorded in Volume 1209, Page 265, of the Official Records of Brazos County, Texas.

26) Oil, Gas and Mineral Lease dated July 5, 1990, by and between, Laura E. Nelson, as Lessor, and Union Pacific Resources Company, as Lessee, covering 23.30 acres, more or less, as described in Memorandum of Oil, Gas and Mineral lease recorded in Volume 1212, Page 61, of the Official Records of Brazos County, Texas.

27) Oil, Gas and Mineral Lease dated July 5, 1990, by and between, Barbara J. Andrews, as Lessor, and Union Pacific Resources Company, as Lessee, covering 23.30 acres, more or less, as described in Memorandum of Oil, Gas and Mineral Lease recorded in Volume 1212, Page 39, of the Official Records of Brazos County, Texas.

28) Oil, Gas and Mineral Lease dated February 21, 1990, by and between, Don Angonia and wife, Barbara S. Angonia, as Lessor, and Union Pacific Resources Company, as Lessee, covering 503.227 acres, more or less, as recorded in Volume 1181, Page 47, of the Official Records of Brazos County, Texas.

29) Oil, Gas and Mineral Lease dated June 15, 1993, by and between, LaRue Wesley Jones, Jr., Individually and as Independent Executor of the Estate of LaRue Wesley Jones, deceased, as Lessor, and Union Pacific Resources Company, as Lessee, covering 2.84 acres, more or less, as recorded in Volume 1891, Page 303, of the Official Records of Brazos County, Texas.

30) Oil, Gas and Mineral Lease dated June 15, 1993, by and between, Anna Lee Cangelosi, as Lessor, and Union Pacific Resources Company, as Lessee, covering 3.20 acres, more or less, as recorded in Volume 1866, Page 267, of the Official Records of Brazos County, Texas.

31) Oil, Gas and Mineral Lease dated June 15, 1993, by and between, Don Angonia and wife, Barbara S. Angonia, as Lessor, and Union Pacific Resources Company, as Lessee, covering 2.84 acres, more or less, as recorded in Volume 1866, Page 268, of the Official Records of Brazos County, Texas.

32) Oil, Gas and Mineral Lease dated June 21, 1993, by and between, Bryan Independent School District, as Lessor, and Union Pacific Resources Company, as Lessee, covering 2.00 acres, more or less, as recorded in Volume 1914,

Page 96, of the Official Records of Brazos County, Texas.

33) Oil and Gas Lease dated August 3, 1993, by and between, The State of Texas Oil and Gas Lease No. M-95338, as Lessor, and Union Pacific Resources Company, as Lessee, covering 11.81 acres, more or less, as recorded in Volume , Page , of the Official Records of Brazos County, Texas.

Exhibit "B"

Attached to and made a part of that certain "Designation of Unit - Tramble-Salvato Unit" dated _____, 1994.

Tramble-Salvato Unit Well No. 1
459.88 Acre Unit
Union Pacific Resources Company
Francisco Ruiz Survey, A-48
John B. Root Survey, A-203
S. Johnson Survey, A-147
H. Mitchell Survey, A-182
Brazos County, Texas

Field notes of a 459.88 acre tract or parcel of land, lying and being situated in the Francisco Ruiz Survey, Abstract No. 48, in the John B. Root Survey, Abstract No. 203, in the S. Johnson Survey, Abstract No. 147 and in the H. Mitchell Survey, Abstract No. 182, Brazos County, Texas, and consisting of the following tracts:

All of the called 60.603 acre - Tract 2 and all of the called 50.603 acre - Tract 1 (and ½ of the adjoining right-of-way of F. M. No. 1687 - Sandy Point Road) described in the Partition Deed by and between Dorcas H. Haltom and Maggie Jones Higgs, as recorded in Volume 942, Page 814, of the Official Records of Brazos County, Texas;

Part of the called 90 acre tract described in the deed from Mrs. Lucille Higgs Wehrman to Lewis A. Ayers, Jr., as recorded in Volume 282, Page 700, of the Deed Records of Brazos County, Texas, (this called 90 acre tract being re-surveyed along the fences enclosing the property and now found to contain a total of 81.85 acres of land, more or less);

Part of the called 141 acre - First Tract and part of the called 78½ acre - Second Tract described in the deed from Frank Habarta to Nick L. Salvato, as recorded in Volume 117, Page 166, of the Deed Records of Brazos County, Texas;

All of the called 78.88 acre tract (and ½ of the adjoining County Road known as Rye School Road) described in the deed from Albina Yeager, et ali to James R. Jackson and Kenneth L. Neatherlin d/b/a JK Development, as recorded in Volume 1220, Page 724, of the Official Records of Brazos County, Texas;

All of the called 10.00 acre tract described in the deed from Albina Yeager, et ali to Frank Salpetro, as recorded in Volume 1672, Page 289, of the Official Records of Brazos County, Texas;

All of the called 56.61 acre tract (except that portion lying in the O.S.R.) described as Tract One in the deed from C. J. Porterfield and wife, Irene Higgs Porterfield to James Frank Hudson et ux, as recorded in Volume 382, Page 162, of the Deed Records of Brazos County, Texas, (this 56.61 acre tract includes the called 3 acre tract described as Tract Two in the abovementioned 382/162);

Part of the called 21.69 acre - Tract 3 - 1st Tract and all of the called 13.31 acre - Tract 3 - 2nd Tract described in the deed from Frances Higgs Campbell and Inez Higgs Luther to Lucille Higgs Wehrman, as recorded in Volume 279, Page 357, of the Deed Records of Brazos County, Texas;

All of the called 4 acre tract described in the deed from Katie Godine, a widow to Walter Godine, as recorded in Volume 109, Page 267, of the Deed Records of Brazos County, Texas;

All of the called 27.3 acre tract (less the abovementioned 4 acre tract) except that portion lying in the O.S.R., described in the deed from Fred Luther, et ux to Julius Sanders and Laura Sanders, as recorded in Volume 113, Page 54, of the Deed Records of Brazos County, Texas;

All of the called 1-1/5 acre - First Tract (except that portion lying in the O.S.R.) and all of the called 2 acre - Second Tract described in the deed from Walter Godine, et ali to Tony Angonia, as recorded in Volume 164, Page 341, of the Deed Records of Brazos County, Texas;

All of the called 2 acre tract described in the deed from Mrs. B. P. Higgs to the Trustee of Harmon's Chapel Baptist Church, as recorded in Volume 35, Page 08, of the Deed Records of Brazos County, Texas;

All of the called 2 acre tract described in the deed from Frank Habarta, et ux to the Trustees for School District No. 17, in Brazos County, Texas, as recorded in Volume 68, Page 410, of the Deed Records of Brazos County, Texas;

And all of the 120' wide right-of-way of the Old San Antonio Road (O.S.R.) which adjoins the beforementioned 60.603 acre tract and the beforementioned 50.603 acre tract, and said 459.88 acre tract being more particularly described as follows:

BEGINNING at the 14" creosote post fence corner marking the north or northeast corner of the beforementioned 60.603 acre tract;

THENCE along the northeast or easterly line of the beforementioned 60.603 acre tract, adjacent to a fence, as follows:

S 02° 19' 48" E 622.09 feet to angle point corner,
S 07° 24' 30" W 373.55 feet to the west right-of-way line of the Old San Antonio Road;

THENCE S 80° 24' 03" E across the beforementioned O.S.R. for a distance of 120.00 feet to the east right-of-way line of the O.S.R., same being in a curve, concave to the southeast, having a radius of 2804.79 feet;

THENCE along the easterly and southeasterly right-of-way line of the beforementioned O.S.R. as follows:

Northerly along said curve for an arc length of 1010.00 feet to the end of this curve, the chord bears N 19° 54' 55" E 1004.56 feet, from which a ½" iron rod found at a 4" cedar post fence corner bears S 18° 38' 23" W 11.34 feet,
N 30° 13' 53" E 2228.26 feet to the beginning of a curve, concave to the northwest, having a radius of 2924.79 feet,
Northerly along said curve for an arc length of 445.51 feet to the end of this curve, the chord bears N 25° 52' 04" E 445.08 feet,

N 21° 30′ 14" E 467.69 feet to the northwest corner of the beforementioned remainder of 141 acre tract, from which a ½" iron rod found bears N 30° 08′ 35" W 0.76 feet, same being a southwest corner of the called 176.396 acre tract described in the deed to City of Bryan, as recorded in Volume 293, Page 78, of the Deed Records of Brazos County, Texas;

THENCE along the southwesterly and westerly lines of the beforementioned 176.396 acre tract and the called 176.198 acre tract described in the deed to City of Bryan, as recorded in Volume 292, Page 652, of the Deed Records of Brazos County, Texas, adjacent to a fence, as follows:

S 67° 31′ 40" E 130.73 feet to a ½" iron rod found for corner,
S 03° 40′ 55" E 3078.39 feet to a ½" iron rod found for corner,
S 43° 29′ 00" W 159.78 feet and corner,
S 43° 26′ 08" W at a distance of 183.48 feet, pass a ½" iron rod found in the fenced northeast line of Rye School Road (County Road), continue on for a total distance of 204.81 feet to the center travelway of Rye School Road;

THENCE S 45° 52′ 49" E along the average center of Rye School Road for a distance of 1143.34 feet to the north corner of the called 25 acre tract described in Volume 248, Page 429, of the Deed Records of Brazos County, Texas, from which an 8" cedar post fence corner in the southwest fenced line of Rye School Road bears N 71° 12′ 33" W 38.4 feet;

THENCE S 44° 07′ 11" W along the common line between the beforementioned 78.88 acre tract and the beforementioned 25 acre tract and the called 25 acre tract described in Volume 279, Page 344, of the Deed Records of Brazos County, Texas, adjacent to and southeast of a fence, at a distance of 544.44 feet, pass the common corner of the 25 acre tracts from which a 3/8" iron rod found at a 12" cedar post fence corner bears N 46° 59′ 54" W 18.10 feet, continue on for a total distance of 1187.50 feet to a 3/8" iron rod found at a 6" creosote post fence corner marking the west corner of the 25 acre tract (279/344) same being the north corner of the beforementioned 21.69 acre tract;

THENCE S 45° 52′ 49" E along the common line between the beforementioned 25 acre tract (279/344) and the beforementioned 21.69 acre tract, adjacent to a fence, for a distance of 1130.58 feet to a 3/4" iron rod found marking the north corner of the called 1.00 acre tract (out of the beforementioned 21.69 acre tract) described in the Judgement Nunc Pro Tunc, Cause No. 128cc, recorded in Volume 12, Page 323, of the County Court Minutes, Brazos County, Texas;

THENCE S 44° 07′ 11" W along the northwest line of the beforementioned 1.0 acre tract for a distance of 200.00 feet to the west corner of the 1.0 acre tract;

THENCE S 45° 52′ 49" E along the southwest line of the beforementioned 1.0 acre tract for a distance of 139.60 feet to the north or northwest right-of-way line of F. M. No. 1687;

THENCE S 04° 42′ 34" E across F. M. No. 1687 for a distance of 40.00 feet to the centerline right-of-way of F. M. No. 1687, same being in a curve, concave to the north, having a radius of 4583.66 feet;

THENCE along the centerline right-of-way of F. M. No. 1687 as follows:

Westerly along said curve for an arc length of 104.45 feet to the end of this curve, the chord bears S 85° 56′ 36" W 104.45 feet,
S 86° 35′ 46" W 814.97 feet;

THENCE N 03° 24′ 14" W across F. M. No. 1687 for a distance of 40.00 feet;

THENCE N 47° 24′ 35" W along the southwest line of the beforementioned 21.69 acre tract, adjacent to a fence, for a distance of 546.23 feet to a 6" cedar post fence corner marking the west corner of the 21.69 acre tract in the southeast line of the beforementioned 13.31 acre tract;

THENCE S 36° 06′ 17" W along the southeast line of the beforementioned 13.31 acre tract adjacent to a fence, at distance of 506.1 feet, pass a 4" cedar post fence corner in the fenced north line of F. M. No. 1687, continue on for a total distance of 554.74 feet to the centerline right-of-way of F. M. No. 1687;

THENCE S 00° 41′ 49" W across the beforementioned F. M. No. 1687 along a radial line for a distance of 40.00 feet to the intersection of the south right-of-way line of F. M. No. 1687 at the northeast corner of the beforementioned 4 acre tract;

THENCE S 36° 30′ 46" W along the southeast line of the beforementioned 4 acre tract, same being the northwest line of the called 158.1 acre - Third Tract described in Volume 319, Page 549, of the Deed Records of Brazos County, Texas, adjacent to a fence ,at a distance of 517.88 feet, pass the southeast corner of the 4 acre tract, continue on along the southeast line of the beforementioned 23.3 acre tract, at a distance of 1271.69 feet, pass a ½" iron rod found at a 10" creosote post marking the east corner of the beforementioned 2 acre tract (164/341), continue on at a distance of 1473.71 feet, pass the south corner of the 2 acre tract (164/341), same being the east corner of the beforementioned 2 acre tract (26/274), continue on along the southeast line of the 2 acre tract (26/274) for a total distance of 1684.82 feet to the south corner of the 2 acre tract, same being the west corner of the 158.1 acre tract;

THENCE N 44° 59′ 00" W along the southwest line of the beforementioned 2 acre tract (26/274) and the beforementioned 1-1/5 acre tract, fence now gone, at a distance of 405.21 feet pass, the re-established common corner between the 2 acre tract and the 1-1/5 acre tract, continue on, at a distance of 781.39 feet, pass a 2" iron pipe found at a crosstie fence corner in the fenced east line of the beforementioned Old San Antonio Road, continue on for a total distance of 782.45 feet to the east right-of-way line of the O.S.R. (120′ right-of-way);

THENCE N 11° 02′ 53" E along the east right-of-way line of the O.S.R. for a distance of 891.36 feet to the centerline right-of-way of F. M. No. 1687, same being in a curve concave to the southeast, having a radius of 1432.39 feet, from which a concrete right-of-way marker bears S 09° 57′ 27" W 85.41 feet;

THENCE along the centerline right-of-way of F. M. No. 1687 and entirely across the beforementioned O.S.R. as follows:

Westerly and southwesterly along said curve for an arc length of 300.94 feet to the end of this curve, the chord bears S 76° 05′ 57" W 300.39 feet,

S 70° 04′ 49" W 698.53 feet to the southeast corner of the beforementioned called 90 acre tract, from which a 6" cedar post fence corner bears N 12° 56′ 33" W 50.8 feet;

THENCE N 11° 53′ 28" W along the occupied east line of the beforementioned 90 acre tract, adjacent to a fence, for a distance of 375.07 feet to a northeast corner of the 145.27 acre unit surrounding the Luther Oil Unit No. 1 as described in Volume 755, Page 10, of the Official Records of Brazos County, Texas, from which a ½" iron rod found at a 14" creosote post fence corner bears N 11° 53′ 28" W 1342.10 feet;

THENCE S 70° 04′ 49" W along a north line of the beforementioned 145.27 acre unit and along a line parallel with the south line of the beforementioned 90 acre tract (same being the center of pavement of F. M. No. 1687), entirely across the 90 acre tract for a distance of 1176.28 feet (called width is 1250 feet) to the occupied west line of the 90 acre tract, same being a northwest corner of said 145.27 acre unit in the occupied east line of the Inez H. Luther - called 85.4 acre tract described in Volume 279, Page 340, of the Deed Records of Brazos County, Texas;

THENCE N 12° 55′ 11" W along the occupied west line of the beforementioned 90 acre tract, adjacent to a fence (fence deviates to the east a maximum of 12 feet) for a distance of 2780.81 feet to a 12" creosote post fence corner marking the northwest or west corner of the 90 acre tract;

THENCE along the average fenced north line of the beforementioned 90 acre tract and the beforementioned 60.603 acre tract as follows:

N 70° 45' 25" E	969.89 feet to a nail found at a 12" creosote post fence corner marking the common occupied corner of the 90 acre tract and the 60.603 acre tract (the deed call northeast corner of the 90 acre tract lies some 280 feet further),
N 69° 37' 08" E	for a distance of 2249.91 feet to the **PLACE OF BEGINNING**, containing 459.88 acres of land, more or less.

Bearings based on True North, as obtained by Solar Observation.

Prepared September 2, 1993

Revised: 12/23/93
Reduced from 462.13 to 459.88 acre unit.

kes93-02b:\tramble.459

LIMITED AS TO THE AUSTIN CHALK FORMATION as found between 7134 feet and 7344 feet and the GEORGETOWN FORMATION as found between 7886 feet and 8043 feet in the Michael Petroleum Corp. No. 1 Luther Unit well, which is located 636 feet from the northeast line and 7300 feet from the northwest line of the Francisco Ruiz Survey, A-48, Brazos County, Texas.

SCALE:1" = 1000'

Exhibit "C"

Attached to and made a part of that certain "Designation of Unit - Tramble-Salvato Unit" dated _____, 1994

F. RUIZ SURVEY, A-48

GIFFORD-HILL, INC.
433.69 AC.
PARCEL 1-TR. 1
1422/01

44.8 AC.
PARCEL 1-TR. 2
1422/01

P.O.B.

14" CREO. POST

12" CREOSOTE POST

L28 L29

1
60.61
AC. SURV.

CALLED
60.603 AC.
TR. 2 - 942/814

6.7 AC.
PARCEL 1-TR.3
1422/01

6
10.07
AC. SURV.

CALLED
10.00 AC.
1672/289

5
80.78
AC. SURV.

2
71.85
AC. SURV.

INEZ H. LUTHER
85.4 AC.
279/340

CALLED
90 AC.
282/700

EXISTING, LONG STANDING FENCE LINE/OCCUPATION LINE

15
6.91
AC. SURV.
LSE#
M-95338

3
51.71
AC. SURV.

CALLED
50.603 AC.
942/814

8
2.47
AC. SURV.

CALLED
56.61 AC.
382/162

CALLED
3 AC.
72/618

7A
51.24
AC. SURV.

CALLED
23.3 AC.
113/54

℄ ROW

10.00 AC. IN
LUTHER NO. 1 UNIT

S 12°55'11" E
374.18'

S 73°51'50" W
1134.05'

F.M. NO. 1687

3/8 I.R. FND.

FRANCIS CAMPBELL
87.4 AC.
279/344

INEZ H. LUTHER
42.3 AC.
279/340

CALLED
1.2 AC.
164/341

13A
0.93
AC. SURV.

CALLED
2 AC.
164/341

13C
1.94
AC. SURV.

CALLED
2 AC.
26/274

13B
1.90
AC. SURV.

12
21.05
AC. SURV.

11
3.61
AC. SURV.

CALLED
4.0 AC.
109/267

10
1.21
AC. SURV.

CALLED 1 AC.
236/478

ROBERT JOHNSON
2.7 AC.
125/330

7B
1.10
AC. SURV.

CALLED 13.31 AC.
2nd TR.
279/357

9
33.69
AC. SURV.

6" CEDAR POST

CALLED
21.69 AC.
1st TR.
279/357

3/8" I.R.F.

3/4" I.R.F.

MRS. FRANCIS CAMPBELL
25.0 AC.
279/344

MRS. CHARLES HALTON
25.0 AC.
248/429

RYE SCHOOL ROAD

CALLED
1.0 AC.
12\323-C.C.M.B.C.

F.M. NO. 1687

TRAMBLE-SALVATO
UNIT WELL NO. 1
SURF. LOC. ELEV:322'

PART 2.84 AC.
1423/260

1/2" I.R. FND.

SALVATO #1

DON ANGONIA
148.78 AC.
436/133

DON ANGONIA
68.5 AC.
117/323

MRS. MARY
SALVATO BUSH, etal
CALLED
158.1 AC.
319/547

SALVATO #2

J.W. HAMILTON
93.8 AC.
149/313

F. RUIZ SURVEY, A-48

F. KOPECKY
89.2 AC.

1/2" I.R.FND.

REM. OF
CALLED
141 AC.
117/166

479.38
ACRE UNIT

4
56.81
AC. SURV.

REM. OF
CALLED
78.5 AC.
117/166

S. JOHNSON SURVEY, A-147

H. MITCHELL SURVEY, A-182

14
2.00
AC. SURV.

BRYAN UTILITIES LAKE
CALLED 1279.293 AC. LSE
1237/665

RYE SCHOOL TR.
CALLED 2 AC.
68/410
1/2" I.R.FND.

JOHN B. ROOT SURVEY, A-203

CALLED
78.88 AC.
1220/722

459.88 ACRE
PRORATION UNIT

CALLED
1.0 AC.
265/445

JOHN B. ROOT SURVEY, A-48

F. RUIZ SURVEY, A-48

E.W. TAYLOR SURVEY, A-231

JOHN B. ROOT SURVEY, A-203

JOHN B. ROOT SURVEY, A-203

T. YATES SURVEY, A-247

NOTES:

1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED N 74° W~7.6 MI. FROM BRYAN, TEXAS.
3. INDICATES LIMITS OF UNIT.
4. SURF. LOC. POSITION:
   LATITUDE: 30°41'52.791" N
   LONGITUDE: 96°29'13.862" W
   BOTTOM LOC. POSITION:
   LATITUDE: SEE HORIZONTAL CLOSURE
   LONGITUDE: SEE HORIZONTAL CLOSURE
   DERIVED FROM TRIMBLE NAVAGATION PATHFINDER - G.P.S.
   ACCURACY: 5 TO 7 METERS.
5. THIS TRACT COVERED BY SEVERAL LEASES NOT LISTED HERE.
6. SEE EXHIBIT "A" FOR UNIT ACREAGE TABLE, UNIT PERIMETER METES, "AS-DRILLED" LATERALS AND APPROPRIATE TIES.

PRORATION UNIT PLAT
PREPARED: 03/22/94

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

SURVEYED: JUNE, 1993

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

PRORATION UNIT PLAT
"AS-DRILLED"

PURSUANT TO STATEWIDE RULE 86
FOR GIDDINGS (AUSTIN CHALK 3) FIELD
FOR CALDWELL, NE (GEORGETOWN) FIELD

TRAMBLE-SALVATO UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY
F. RUIZ SURVEY, A-48
JOHN B. ROOT SURVEY, A-203
S. JOHNSON SURVEY, A-147
BRAZOS COUNTY, TEXAS

SCALE:1" = 1000' SEPTEMBER, 1993

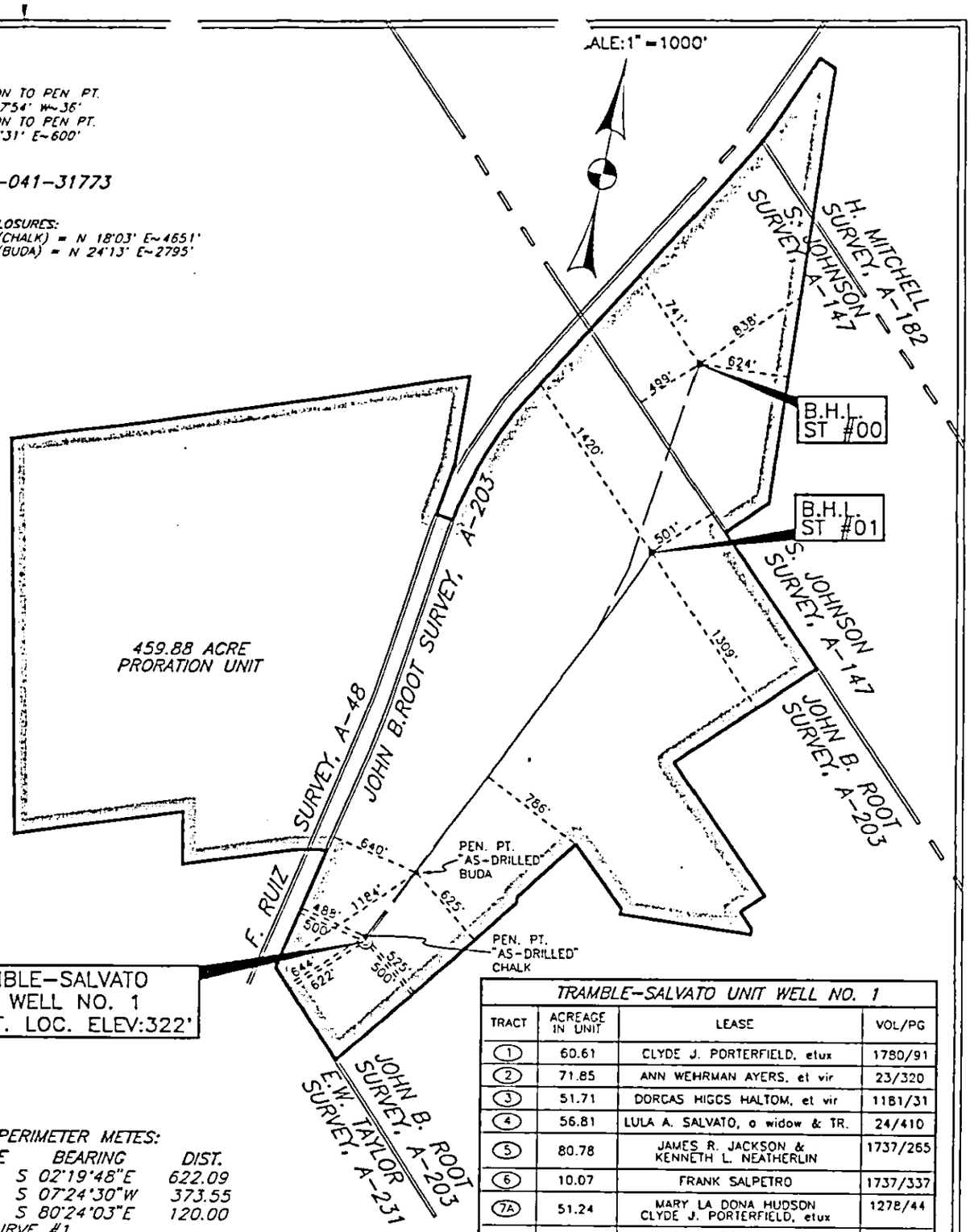
F:\DWG1\041\BRYNUTL

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

NOTE:
SURF. LOCATION TO PEN PT.
CHALK = N 07°54' W~36'
SURF. LOCATION TO PEN PT.
BUDA = N 24°31' E~600'

A.P.I. # 42-041-31773

HORIZONTAL CLOSURES:
B.H.L. ST#00 (CHALK) = N 18°03' E~4651'
B.H.L. ST#01 (BUDA) = N 24°13' E~2795'



UNIT PERIMETER METES:

LINE	BEARING	DIST.
1	S 02°19'48"E	622.09
2	S 07°24'30"W	373.55
3	S 80°24'03"E	120.00
CURVE #1		
4	N 30°13'53"E	2228.26
CURVE #2		
5	N 21°30'14"E	467.69
6	S 67°31'40"E	130.73
7	S 03°40'55"E	3078.39
8	S 43°29'00"W	159.78
9	S 43°26'08"W	204.81
10	S 45°52'49"E	1143.34
11	S 44°07'11"W	1187.50
12	S 45°52'49"E	1130.58
13	S 44°07'11"W	200.00
14	S 45°52'49"E	139.60
15	S 04°42'34"E	40.00
CURVE #3		
16	S 86°35'46"W	814.97
17	N 03°24'14"W	40.00
18	N 47°24'35"W	546.23
19	S 36°06'17"W	554.74
20	S 00°41'49"W	40.00
21	S 36°30'46"W	1684.82
22	N 44°59'00"W	782.45
23	N 11°02'53"E	891.36
24	S 70°04'49"W	698.53
CURVE #4		
25	N 11°53'28"W	375.07
26	S 70°04'49"W	1176.28
27	N 12°55'11"W	2780.81
28	N 70°45'25"E	969.89
29	N 69°37'08"E	2249.91

CURVE	RADIUS	ARC	CHORD BRG
1	2804.79	1010.00	N 19°54'55"E~1004.56
2	2924.79	445.51	N 25°52'04"E~445.08
3	4583.66	104.45	S 85°56'36"W~104.45
4	1432.39	300.94	S 76°05'57"W~300.39

TRAMBLE-SALVATO UNIT WELL NO. 1

TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
1	60.61	CLYDE J. PORTERFIELD, etux	1780/91
2	71.85	ANN WEHRMAN AYERS, et vir	23/320
3	51.71	DORCAS HIGGS HALTOM, et vir	1181/31
4	56.81	LULA A. SALVATO, a widow & TR.	24/410
5	80.78	JAMES R. JACKSON & KENNETH L. NEATHERLIN	1737/265
6	10.07	FRANK SALPETRO	1737/337
7A	51.24	MARY LA DONA HUDSON CLYDE J. PORTERFIELD, etux	1278/44
7B	1.10	MARY LA DONA HUDSON CLYDE J. PORTERFIELD, etux BESSIE MOMON	1278/44 1466/323
8	2.47	MARY LA DONA HUDSON CLYDE J. PORTERFIELD, etux	1278/44
9	33.69	LUCILLE HIGGS WEHRMAN	1181/40
10	1.21	RAYMOND EARL CARTER VICKIE JEWELL CARTER HARRIS - JACKSON	1427/149 1372/50
11	3.61	RAYMOND EARL CARTER VICKIE JEWELL CARTER HARRIS - JACKSON DEOTHA CODINE BELL (SEE NOTE #5)	1427/149 1372/50 1365/311
12	21.05	BARBARA J. ANDREW(SEE NOTE#5) CELESTINE SANDERS TRAMBLE	1212/39
13A	0.93	DON ANGONIA, etux ANNA LEE CANGELOSI	1181/47 1181/58
13B	1.90	DON ANGONIA, etux ANNA LEE CANGELOSI	1181/47 1181/58
13C	1.94	DON ANGONIA, etux	
14	2.00	TRUSTEES FOR SCHOOL DIST. #17	
* 15	6.91	STATE OF TEXAS (O.S.R.)#M-95338	
459.88 TOTAL ACRES IN UNIT.			

EXHIBIT "A"

TRAMBLE-SALVATO UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY
F. RUIZ SURVEY, A-48
JOHN B. ROOT SURVEY, A-203
S. JOHNSON SURVEY, A-147
BRAZOS COUNTY, TEXAS

SCALE: 1"=1000' SEPTEMBER, 1993 PAGE 2 OF 2

F:\DWG1\041\BRYNUTL

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

M-95338 (16)
UNIT DESIGNATION
11/30/94 7A

STATE OF TEXAS
COUNTY OF BRAZOS
I hereby certify that this instrument was filed for record in the volume and page of the Official Records of Brazos County, Texas

MAY 04 1994

COUNTY CLERK, BRAZOS COUNTY, TEXAS