

MF095348

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF095348	56-029973		BRAZOS

<i>Survey</i>	HIGHWAYS & PUBLIC TRANSPORTATION DE
---------------	-------------------------------------

Block

Block Name

Township

Section/Tract

Land Part

<i>Part Description</i>	HIGHWAY RIGHT-OF-WAY
-------------------------	----------------------

Acres

11.39

<i>Depth Below</i>	<i>Depth Above</i>	<i>Depth Other</i>
--------------------	--------------------	--------------------

0

0

See Lease

Name

UNION PACIFIC RESOURCES

Lease Date

9/7/1993

Primary Term

3 yrs

Bonus (\$)

\$1,424.88

Rental (\$)

\$0.00

Lease Royalty

0.2000

Leasing: _____

Analyst: _____

Maps: _____

GIS: _____

-M-
F
0
9
5
3
4
8
UNION PACIFIC RESOURCES
F291541

2286

11.39 UNIT ACRES

- 0 - NON-UNIT ACRES

2928

1.02 UNIT ACRES

HIGHWAY RIGHT-OF-WAY

M-95348

COUNTY (CODE)	BRAZOS (21)
SURVEY	J. WALKER; A-244
BLOCK	N/A
TOWNSHIP	N/A
SECTION (S)	N/A
PART	STATE HWY. 6
ACRES	11.874 11.39
DEPTH LIMITS	N/A
BASE FILE (S)	N/A
CONTROL NO. (S)	56-02997-3
CONTROL NO. (S)	N/A

LESSEE	UNION PACIFIC RES. CO.
DATE	9-7-93
PRIMARY TERM	3 YEAR
BONUS (\$)	1,424.88
ROYALTY	1/6
RENTAL (\$)	PAID-UP
VARIABLE ROYALTY	N/A

RENTALS
LEASE ADMIN.
MINERAL MAPS

LL ✓ ✓ *m.s.*

DR

Cats

CONTENTS OF FILE NO. M-95348

Hwy. Row

1. Lease	9.7.93	
2. Memo	8.31.93	
3. Worksheet	_____	
4. Ltr. from Curban	5.19.93	
5. Waiver	"	
6. Plat	"	
7. Names + Address	"	
8. Aff. of Consideration	"	
9. Letter opinion	6.29.93	
10. Row Deeds	_____	
11. Adjacent lease's	_____	
12. Division Order	DEC 12 1994	
13. DESIGNATION OF UNIT	11/30/94	
(DUNLAP-BRYAN)		
14. REVISED UNIT DESIGNATION		
15. Declaration of bonded unit	6/29/06	
16. Division Order	7/20/06	
17. Division Order	8/1/06	
scanned sm 12/29/15		
18. Assign #10432 Anadarko &		
Kerr McGee (to) Enerveff et al	10.20.17	
scanned PJ 10-23-2017		

The State of Texas



Austin, Texas

PAID-UP

OIL AND GAS LEASE NO. M-95348
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, Forth Worth, Texas, 76101-0007, hereinafter called "Lessee".

1. Lessor, in consideration of One Thousand Four Hundred Twenty Four and 88/100 Dollars (\$1,424.88), 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:

11.874 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 11.874 acres, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. PRIMARY TERM: This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of three (3) years from September 7, 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 \$59.37. 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 \$118.74, 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

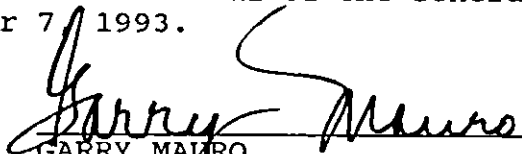
production; and

(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 September 7, 1993.




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

Approved:

Energy: RH

Legal (Form): Am

Executive: 

Brazos County
CSJ 50-2-8
S.H. 6
No. 414

Exhibit "A"

Being 11.874 acres of land, more or less, situated in the J. Walker Survey and the Holden Evans Survey in Brazos County, Texas. Said 11.874 acres being a portion of the same land conveyed to the State by deeds from the following listed grantors:

<u>Grantor</u>	<u>Volume</u>	<u>Page</u>
S. E. Dunlap	80	539
B. M. McCurd	83	571
S.H. Smith	80	542

Said 11.874 acres being a strip of land of variable width and is more particularly described as follows, to wit;

Beginning at a point on the east line of the T. Mays Survey located 1,660.00 feet from the most westerly corner of the J. Walker Survey. Said point being identified as Engineer's Centerline Station Number 1271+30;

Thence N 00° 00' 00" E, along the said east line of the Mays Survey, a distance of 62.00 feet to a point on the northerly right of way line of S.H. 6;

Thence S 39° 17' 00" E, along the northerly right of way line, a distance of 2,806.00 feet to a point 50.00 feet from and at right angles to Engineer's Centerline Station Number 1299+00;

Thence S 44° 00' 00" E, a distance of 101.00 feet to a point 60.00 feet from and at right angles to Engineer's Centerline Station Number 1300+00;

Thence S 39° 17' 00" E, a distance of 100.00 feet to a point 60.00 feet from and at right angles to Engineer's Centerline Station Number 1301+00;

Thence S 34° 00' 00" E, a distance of 101.00 feet to a point 50.00 feet from and at right angles to Engineer's Centerline Station Number 1302+00;

Thence S 39° 17' 00" E, along the northerly right of way line of S.H. 6, a distance of 1,808.00 feet to a point on the north fence line of a public road;

Thence N 70° 00' 00" W, a distance of 50.00 feet crossing the centerline of S.H. 6 at Engineer's Centerline Station Number 1320+00 and continuing on for a total distance of 100.00 feet;

Brazos County
CSJ 50-2-8
S.H. 6
No. 414

Thence, N 39° 17' 00" W, along the southerly right of way line of S.H. 6, a distance of 1,800.00 feet to a point 50.00 feet from and at right angles to Engineer's Centerline Station Number 1302+00;

Thence N 44° 00' 00" W, a distance of 101.00 feet to a point 60.00 feet from and at right angles to Engineer's Centerline Station Number 1301+00;

Thence N 30° 17' 00" W, a distance of 100.00 feet to a point 60.00 feet from and at right angles to Engineer's Centerline Station Number 1300+00;

Thence N 34° 00' 00" W, a distance of 101.00 feet to a point 50.00 feet from and at right angles to Engineer's Centerline Station Number 1299+00;

Thence N 39° 17' 00" W, along the southerly right of way line of S.H. 6, a distance of 2,734.00 feet to a point on the westerly line of the J. Walker Survey. Said point being 1,598.00 feet in a northeasterly direction from the most westerly corner of the Walker Survey;

Thence N 00° 00' 00" E, along the said westerly line of the Walker Survey, a distance of 62.00 feet to the Point of Beginning of the tract herein conveyed and contains 11.874 acre of land.

Being as indicated on the official right of way map which is on file with the Texas Department of Transportation and is identified under Control Number 50-2-8.

f14

J. Walker Survey Abst. 244

Holden Evans Survey

S. H. 6

TO BRYAN

TO NAVASOTA

ROAD

1320+00
PUBLIC
1320+50

1299+00
1300+00
1301+00
1302+00

1298+29

1271+30



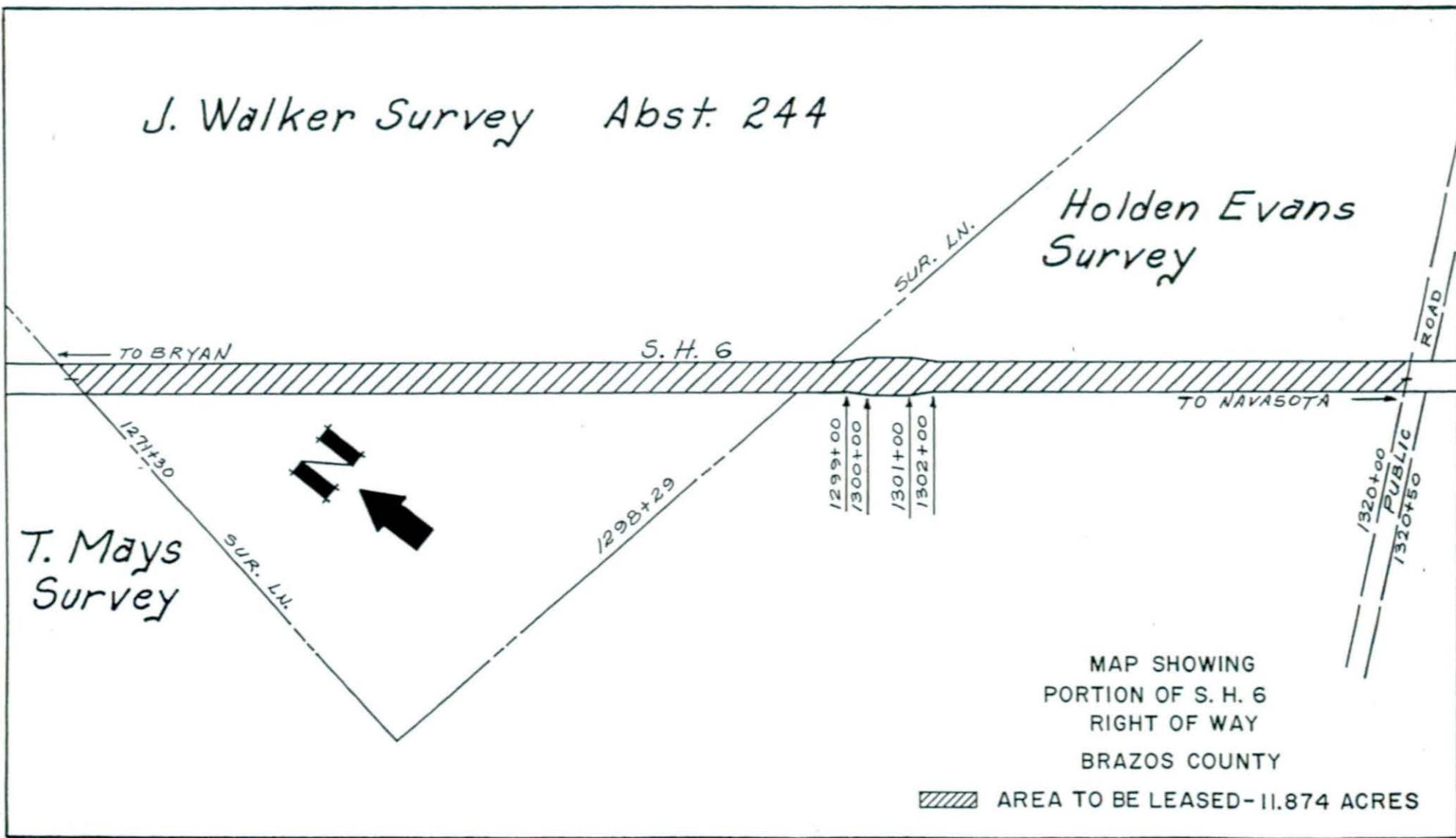
T. Mays Survey

SUR. LN.

SUR. LN.

MAP SHOWING
PORTION OF S. H. 6
RIGHT OF WAY
BRAZOS COUNTY

AREA TO BE LEASED - 11.874 ACRES



M95348

lease

9-7-93

①

GENERAL LAND OFFICE

GARRY MAURO
COMMISSIONER

MEMORANDUM

DATE: August 31, 1993

TO: School Land Board

FROM: Robert Hatter / Lease Administration

SUBJECT: Application To Lease Right-of-Way

M-95348
9.7.93

APPLICANT: Union Pacific Resources Co.

REFERENCE: Being 11.874 acres, more or less, of State Highway 6, situated in the J. Walker Survey A-244, Brazos County, Texas

The following terms were provide for in the adjacent leases:

	<u>High</u>	<u>Low</u>
Bonus/Acre:	\$120.00	\$100.00
Royalty:	1/5	1/6
Delay Rental:	\$ 5.00	\$ 5.00
Primary Term:	3 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:	\$120.00 per acre
Royalty:	1/5 royalty
Delay Rental:	\$ 5.00
Primary Term:	3 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 11.874 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

August 30, 1993

Contact: D-15

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

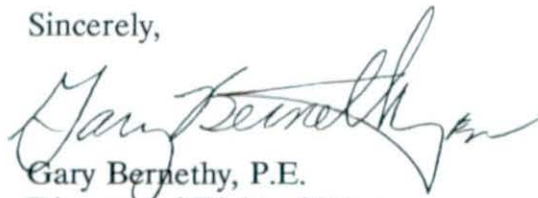
Dear Commissioner Mauro:

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

<u>County</u>	<u>Nominator</u>	<u>Bonus</u>	<u>Royalty</u>	<u>Primary Term</u>	<u>Delay Rental</u>
Newton	Berenergy Corp.	\$ 50.00	1/6	3 years	\$ 1.00
Brazos	Union Pacific Resources Co.	\$120.00	1/5	3 years	\$ 5.00
Brazos	Union Pacific Resources Co.	\$120.00	1/5	3 years	\$ 5.00
Brazos	Union Pacific Resources Co.	\$ 75.00	1/7	5 years	\$ 7.58
Henderson	Pennzoil Exploration and Production Co.	\$104.00	3/16	3 years	None
Frio	Union Pacific Resources Co.	\$150.00	1/4	2 years	\$25.00
Freestone	Enron Oil and Gas Co.	\$ 75.00	3/16	2 years	None

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, P.E.
Director of Right of Way

Attachments

Exhibit "A"

Being 11.874 acres of land, more or less, situated in the J. Walker Survey and the Holden Evans Survey in Brazos County, Texas. Said 11.874 acres being a portion of the same land conveyed to the State by deeds from the following listed grantors:

<u>Grantor</u>	<u>Volume</u>	<u>Page</u>
S. E. Dunlap	80	539
B. M. McCurd	83	571
S.H. Smith	80	542

Said 11.874 acres being a strip of land of variable width and is more particularly described as follows, to wit;

Beginning at a point on the east line of the T. Mays Survey located 1,660.00 feet from the most westerly corner of the J. Walker Survey. Said point being identified as Engineer's Centerline Station Number 1271+30;

Thence N 00° 00' 00" E, along the said east line of the Mays Survey, a distance of 62.00 feet to a point on the northerly right of way line of S.H. 6;

Thence S 39° 17' 00" E, along the northerly right of way line, a distance of 2,806.00 feet to a point 50.00 feet from and at right angles to Engineer's Centerline Station Number 1299+00;

Thence S 44° 00' 00" E, a distance of 101.00 feet to a point 60.00 feet from and at right angles to Engineer's Centerline Station Number 1300+00;

Thence S 39° 17' 00" E, a distance of 100.00 feet to a point 60.00 feet from and at right angles to Engineer's Centerline Station Number 1301+00;

Thence S 34° 00' 00" E, a distance of 101.00 feet to a point 50.00 feet from and at right angles to Engineer's Centerline Station Number 1302+00;

Thence S 39° 17' 00" E, along the northerly right of way line of S.H. 6, a distance of 1,808.00 feet to a point on the north fence line of a public road;

Thence N 70° 00' 00" W, a distance of 50.00 feet crossing the centerline of S.H. 6 at Engineer's Centerline Station Number 1320+00 and continuing on for a total distance of 100.00 feet;

Brazos County
CSJ 50-2-8
S.H. 6
No. 414

Thence, N 39° 17' 00" W, along the southerly right of way line of S.H. 6, a distance of 1,800.00 feet to a point 50.00 feet from and at right angles to Engineer's Centerline Station Number 1302+00;

Thence N 44° 00' 00" W, a distance of 101.00 feet to a point 60.00 feet from and at right angles to Engineer's Centerline Station Number 1301+00;

Thence N 30° 17' 00" W, a distance of 100.00 feet to a point 60.00 feet from and at right angles to Engineer's Centerline Station Number 1300+00;

Thence N 34° 00' 00" W, a distance of 101.00 feet to a point 50.00 feet from and at right angles to Engineer's Centerline Station Number 1299+00;

Thence N 39° 17' 00" W, along the southerly right of way line of S.H. 6, a distance of 2,734.00 feet to a point on the westerly line of the J. Walker Survey. Said point being 1,598.00 feet in a northeasterly direction from the most westerly corner of the Walker Survey;

Thence N 00° 00' 00" E, along the said westerly line of the Walker Survey, a distance of 62.00 feet to the Point of Beginning of the tract herein conveyed and contains 11.874 acre of land.

Being as indicated on the official right of way map which is on file with the Texas Department of Transportation and is identified under Control Number 50-2-8.

J. Walker Survey Abst. 244

Holden Evans Survey

S. H. 6

TO BRYAN

TO NAVASOTA

T. Mays Survey

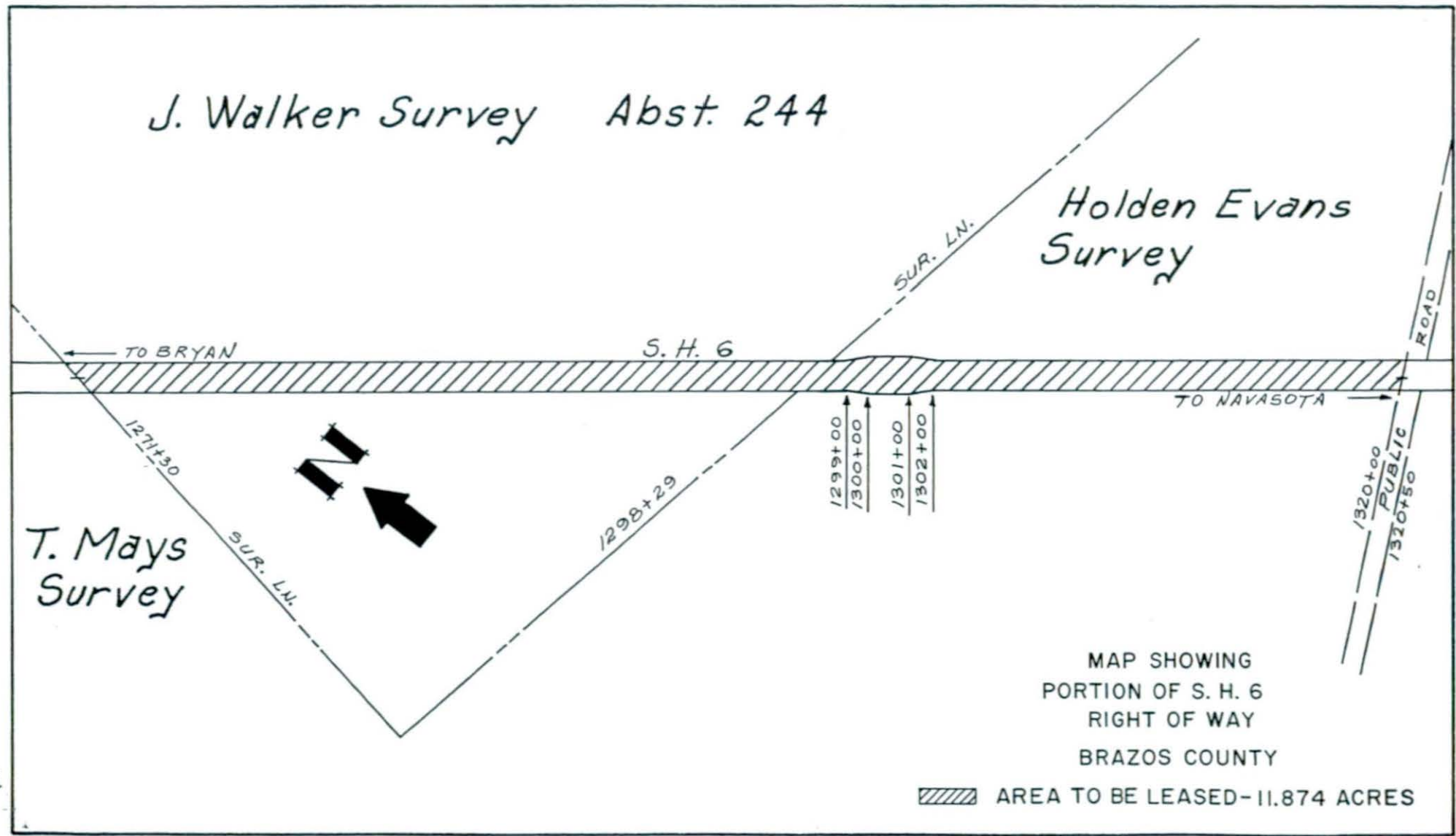


1299+00
1300+00
1301+00
1302+00

1320+00
PUBLIC
1320+50

MAP SHOWING
PORTION OF S. H. 6
RIGHT OF WAY
BRAZOS COUNTY

AREA TO BE LEASED - 11.874 ACRES



M-95348

Memo (2)

8-31-93

Highway Lease Applicant

409-776-8480

Name of Lease Applicant: UPRC by Billy Carbow of Jones & Zwiener

County & Tract Description:

Brazos Co. | 11.74 ac Along St. Hwy. 6 in the A. M. Millard Sec. A-39

Date Sent to Highway Department:

Check List:

11.874 ac

- Letter of Application and plat ✓
- Names and addresses of adjacent mineral owners ✓
- Affidavit of non-production within 2500 feet ✓
- \$100 processing fee ✓
- Written waiver of statutory notice ✓
- Certified copy/copies of adjacent lease/leases ✓
- Notarized affidavit of consideration paid ✓
- *Title Opinion need* — Coming as of 6-10
- Is the right-of-way on Relinquishment Act Land NO

Remarks:

Have \$1424.88

Bonus - 1408.80
 1/2 fee - 21.13
 Rental - 117.46
 \$1547.33

High	Low
120.00	100.00
1/5	1/6
3yr - Paid up	Same
Rental 5.00	Same
Shut-in 5.00 per ac	

Date Appeared Before SLB:

Approved:

Disapproved:

Problems:

Date Lease Issued:

M-95348

5

Worksheet

BILLY N. CURBOW
INDEPENDENT LANDMAN
P.O. BOX 236
GARRISON, TEXAS 75946
409.567.4661

MAY 19, 1993

ROBERT HATTER
MANAGER, LEASING & EVALUATION
PETROLEUM & MINERALS DEVELOPMENT
1700 NORTH CONGRESS AVENUE, RM. #640
AUSTIN, TEXAS 78701

RE: APPLICATION TO LEASE HIGHWAY RIGHT-OF-WAY
TO: UNION PACIFIC RESOURCES COMPANY ✓
11.874 ACRES, MORE OR LESS,
A. MILLICAN SURVEY, A-39 ET AL
BRAZOS COUNTY, TEXAS

X 1,424.⁸⁸

93056275

DEAR MR. HATTER,

X 100.⁰⁰

93056276

PER OUR TELEPHONE CONVERSATION THIS WEEK, PLEASE FIND
ENCLOSED ALL PERTINENT INFORMATION THAT YOU REQUESTED, AS
FOLLOWS:

1. DRAFT IN THE AMOUNT OF \$100.00 (PROCESSING FEE).
2. DRAFT IN THE AMOUNT OF \$1,424.88 (PAID UP THREE YEAR LEASE).
3. WRITTEN WAIVER OF THE STATUTORY NOTICE.
4. CERTIFIED COPIES OF RECORDED OIL, GAS AND MINERAL LEASES. PHOTOCOPIES OF UNRECORDED LEASES.
5. AFFIDAVIT OF CONSIDERATION PAID FOR LEASES.
6. MAP/PLAT SHOWING LESSORS, LESSEE AND RIGHT-OF-WAY TRACT.
7. COPIES OF DEEDS OF ACQUISITION FOR RIGHT-OF-WAY.

170
-

IT IS OUR UNDERSTANDING THAT AN AFFIDAVIT OF PRODUCTION IS NOT REQUIRED FOR A HORIZONTAL WELL COMPLETION AND IS THEREFORE NOT INCLUDED. PLEASE CONTACT DOUG JONES AT 713-650-0903 IF YOU HAVE ANY QUESTIONS. THANKS IN ADVANCE FOR ALL YOUR HELP.

SINCERELY,

Billy N. Curbow
BILLY N. CURBOW

BNC/Enc.



①

00-95348

WR.

5-19-93

2025

BILLY N. CURBOW
INDEPENDENT LANDMAN
P.O. Box 236
GARRISON, TEXAS 75946

MAY 19, 1993

ROBERT HATTER
MANAGER, LEASING & EVALUATION
PETROLEUM & MINERALS DEVELOPMENT
1700 NORTH CONGRESS AVENUE, RM. #640
AUSTIN, TEXAS 78701

RE: WRITTEN WAIVER OF THE STATUTORY NOTICE
By: UNION PACIFIC RESOURCES COMPANY
11.874 ACRES, MORE OR LESS,
A. MILLICAN SURVEY, A-31 ET AL
BRAZOS COUNTY, TEXAS

DEAR MR. HATTER,

PER OUR TELEPHONE CONVERSATION THIS WEEK, THIS WRITTEN
WAIVER OF THE STATUTORY NOTICE TO WHICH THE APPLICANT (UNION
PACIFIC RESOURCES COMPANY) IS ENTITLED BY VIRTURE OF THE
ENCLOSED CERTIFIED COPIES OF OIL, GAS AND MINERAL LEASES.

ATTACHED PLEASE FIND CERTIFIED COPIES OF ALL OF THE OIL, GAS
AND MINERAL LEASES RECORDED. PHOTOCOPIES OF THE UNRECORDED
LEASES ARE ALSO ENCLOSED.

SINCERELY,

Billy N. Curbow
BILLY N. CURBOW

BNC/ENC.

M.95348

Waiver

5

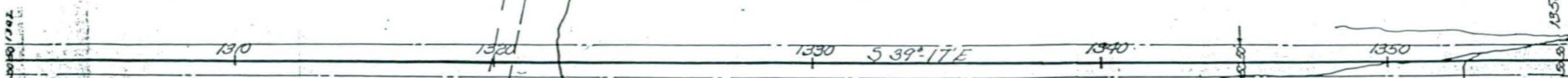
2023



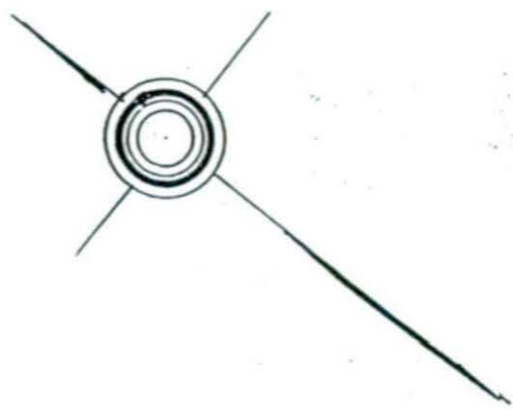
Milo Heiko
Sta. 1320+50 to 1357+70
Condemned 8.75 Ac.
Civil Min. Bk. 4 Pg 202

Walker
Survey line
Holden Evans

S.H. Smith
1271+30 to 1320+00
Deed
Vol. 80 - Page 542
11.29 Ac.



To Millier
Public Road
1320+00
1320+50



1300

14

1350

11415
S.E. Dunlap
Survey

Walker
Survey line
Holden Evans
1271
Vol. 8

1260 1280 1290 1300 1310

1258+00
394
1261+94
1265+86.6
1268+40
1267+00
1268+00
1269+00
1270+00
1271+30

$\Delta = 7^{\circ}52'$
 $D = 1^{\circ}00'$
 $T = 394.0$

S.E. Dunlap
Sta 1268+40 to 1271+30
Deed 1.06 Ac.
Vol. 80 Pg. 542

S.H. Smith
sta. 1271+30 to 1298+29
and 1298+29 to 1320+00
Deed 11.29 Ac.
Vol 80 Pg. 542

S.E. Dunlap
1298+29 to 1300+71
Deed
Vol. 80 - Page 539
0.584 Ac.
Also included in deed from Smith

1298+29
1300+71
1300
1301
1302

M-95348

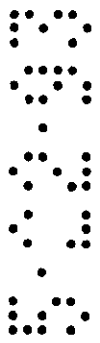
⑥

AD

MAY 19, 1993

LIST OF LESSORS AND ADDRESSES

<u>TR. No.</u>	<u>Ac.</u>	<u>LESSOR</u>	<u>ADDRESS</u>
1.	28.00	MICHAEL PERTL ET UX	11202 N.P. ST. LA PORTE, TX 77571
		S. HOSHEL SMITH	207 KETCHUM NAVASOTA, TX 77868
		ELLEN R. SEBREN	529 MOCKINGBIRD LANE NACOGDOCHES, TX 75961
2.	36.25	LESLEY L. MEINEKE	5312 CARROLTON HOUSTON, TX 77023
		SHELBY J. LEE (MEMO OPTION AGREEMENT)	P.O. Box 9856 COLLEGE STATION, TX 77840
		S. HOSHEL SMITH	207 KETCHUM NAVASOTA, TX 77868
		ELLEN R. SEBREN	529 MOCKINGBIRD LANE NACOGDOCHES, TX 75961
3.	9.25	S. HOSHEL SMITH	207 KETCHUM NAVASOTA, TX 77868
		ELLEN R. SEBREN	529 MOCKINGBIRD LANE NACOGDOCHES, TX 75961
4.	18.20	ELLEN M. VAUGHN	29553 I-45 NORTH CONROE, TX 77384
		S. HOSHEL SMITH	207 KETCHUM NAVASOTA, TX 77868
		ELLEN R. SEBREN	529 MOCKINGBIRD LANE NACOGDOCHES, TX 75961
5.	25.20	ELLEN M. VAUGHN	29553 I-45 NORTH CONROE, TX 77384
		S. HOSHEL SMITH	207 KETCHUM NAVASOTA, TX 77868
		ELLEN R. SEBREN	529 MOCKINGBIRD LANE NACOGDOCHES, TX 75961
6.	1.00	S. HOSHEL SMITH	207 KETCHUM NAVASOTA, TX 77868
		ELLEN R. SEBREN	529 MOCKINGBIRD LANE NACOGDOCHES, TX 75961



7.	1.00	DOROTHY A. DUGGER (UNLEASED)	1507 BOWIE WACO, TX 76710
		LAURA McCLELLAN (UNLEASED)	UNKNOWN
8.	14.5	LOIS C. SMITH ET AL	RT. 4 Box 1387 NAVASOTA, TX 77868
9.	1.07	S. HOSHEL SMITH	207 KETCHUM NAVASOTA, TX 77868
		BENJAMIN A. ALLEN ET UX (UNRECORDED OPTION AGREEMENT)	2309 WINDSOR DR. BRYAN, TX 77802
10.	1.94	S. HOSHEL SMITH	207 KETCHUM NAVASOTA, TX 77868
		ELLEN R. SEBREN	529 MOCKINGBIRD LANE NACOGDOCHES, TX 75961
		BENJAMIN A. ALLEN ET UX (UNRECORDED OPTION AGREEMENT)	2309 WINDSOR DR. BRYAN, TX 77802
11.	177.40	SELECTED LANDS LTD	14515 BRIARHILLS PKY HOUSTON, TX 77077
12.	128.98	LESLEY L. MEINEKE	5312 CARROLTON HOUSTON, TX 77023
13.		LESLEY L. MEINEKE	5312 CARROLTON HOUSTON, TX 77023



M.95348

7

NAME & ADDRESS



4530

AFFIDAVIT OF LEASE CONSIDERATION

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED DOUGLAS G. JONES, KNOWN TO ME TO BE A CREDIBLE PERSON, WHO BY ME DULY SWORN ON OATH, DEPOSES AND SAYS:

MY NAME IS DOUGLAS G. JONES, VICE-PRESIDENT OF JONES & ZWIENER, INC., LOCATED AT 1300 MAIN BUILDING, SUITE 1720, HOUSTON, TEXAS 77002. I AM WELL AND PERSONALLY FAMILIAR WITH THE LEASE BONUS CONSIDERATION PAID TO LESSORS IN THE W. DUNLAP SURVEY, ABSTRACT NO. 107, JAMES WALKER SURVEY, ABSTRACT NO. 244, ANDREW MILLICAN SURVEY, ABSTRACT NO. 39 AND HOLDEN EVANS SURVEY, ABSTRACT NO. 15, BRAZOS COUNTY, TEXAS, FOR THE BENEFIT OF UNION PACIFIC RESOURCES COMPANY, 801 CHERRY ST., FT. WORTH, TEXAS 76102. THE MOST FAVORABLE BONUS CONSIDERATION PAID TO ANY OF THE NUMEROUS LESSORS ADJOINING TEXAS HIGHWAY NUMBER 6 WAS \$120.00 PER NET MINERAL ACRE FOR A THREE YEAR PAID-UP LEASE, WITH ONE-FIFTH (1/5) ROYALTY:

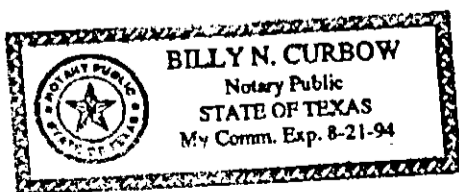
AFFIANT FURTHER STATES THAT COPIES OF DRAFTS PAID TO LESSORS ON LEASES THAT ADJOIN TEXAS HIGHWAY NUMBER 6 ARE AVAILABLE UPON REQUEST AND OFFICE PHONE NUMBER IS 713-650-0903.

FURTHER AFFIANT SAYETH NOT.

WITNESS MY HAND THIS 21st DAY OF MAY, 1993.

D. G. Jones
DOUGLAS G. JONES

SUBSCRIBED AND SWORN TO BEFORE ME BY SAID DOUGLAS G. JONES THIS 21st DAY OF MAY, 1993.



Billy N. Curbow
NOTARY PUBLIC, STATE OF TEXAS

②

M-95348

11.

2020

BILLY N. CURBOW
JONES & ZWIENER, INC.
2311 DELEE STREET
BRYAN, TEXAS 77802

JUNE 29, 1993

DREW REED
TEXAS GENERAL LAND OFFICE
STEPHEN F. AUSTIN BUILDING
ROOM 640
1700 N. CONGRESS
AUSTIN, TEXAS 78701

RE: LETTER OPINIONS
HIGHWAY 6
BRAZOS COUNTY, TEXAS
FOR UNION PACIFIC RESOURCES COMPANY

DEAR DREW,

IN REFERENCE TO YOUR REQUEST TO THE ABOVE REFERENCED LETTER
OPINIONS, PLEASE FIND ENCLOSED LETTER OPINIONS FOR THE TWO
TRACTS OF LAND THAT I HAD EARLIER REQUESTED OIL AND GAS
LEASES ON MAY 19, 1993.

THANK YOU FOR YOUR ASSISTANCE IN HANDLING THIS MATTER,
SHOULD YOU HAVE A QUESTION OR REQUIRE FURTHER INFORMATION,
PLEASE CONTACT ME AT 409-776-8480.

SINCERELY,

Billy N. Curbow
BILLY N. CURBOW



HAYNES AND BOONE, L.L.P.
ATTORNEYS AND COUNSELORS AT LAW

3100 NATIONSBANK PLAZA
DALLAS, TEXAS 75202-3789
TELEPHONE 214/651-5000
TELEX 73-0187
TELECOPY 214/651-5940

AUSTIN
DALLAS
FORT WORTH
HOUSTON
SAN ANTONIO

WRITER'S DIRECT DIAL NUMBER:

(214) 651-5603

June 25, 1993

Mr. Robert Hatter
Manager, Lease Administrations
Texas General Land Office
Stephen F. Austin Building
1700 N. Congress Ave.
Austin, Texas 78701

Dear Mr. Hatter:

11.74 ac application

At the request of Union Pacific Resources Company, we have reviewed the following documents (the "Deeds") affecting certain tracts of land located in Burleson County, Texas, as more particularly described on Exhibit "A" attached hereto (the "Property"):

1. Photocopy of a Right of Way Deed dated July 11, 1931, from S.E. Dunlap to the State of Texas, recorded in Volume 80, Page 539 of the Real Property Records of Brazos County, Texas. (being Tract One as described on Exhibit "A" hereto)
2. Photocopy of a Right of Way Deed dated March 17, 1933, from B. M. McCurd, to the State of Texas, recorded in Volume 83, Page 571 of the Real Property Records of Brazos County, Texas. (being tract Two as described on Exhibit "A" hereto)
3. Photocopy of a Right of Way Deed dated July 8, 1931, from S. H. Smith to the State of Texas, recorded in Volume 80, Page 542 of the Real Property Records of Brazos County, Texas. (being Tract Three as described on Exhibit "A" hereto)


Mr. Robert Hatter
June 25, 1993
Page 2

Each of the Deeds contain a granting clause which on its fact grants and conveys to the State of Texas a fee simple interest in the affected Property. However, immediately following the granting clause, each of the Deeds prefaces the description of the affected Property as a tract of land "to be used for right of way purposes." Under Texas law it does not appear that this recital in the Deeds (i.e., that the affected Property conveyed is to be used for right of way purposes) limits the fee simple conveyance otherwise granted pursuant to the granting clause. The Texas Supreme Court, in Texas Electric Railway Company v. Neale, 252 S.W.2d 451, 456, held that the use of the words "right of way" in a deed "does not change the effect of the conveyance, for the declaration in a deed of the purpose for which land is conveyed or the use to be made of it does not impose a condition upon the title granted; nor does it operate to limit the grant to a mere easement."

Therefore, based upon our review of the Deeds and applying the analysis of Texas Electric Railway Company v. Neale, fee simple title to the surface and mineral estate of the Property is vested in the State of Texas by virtue of such Deeds.

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

Yours truly,



Terry I. Cross

TIC/wh
cc: Mr. Ray Sloan
c/o Varsity Motel
P.O. Box 716
Caldwell, Texas 77836

Mr. John C. Cirone
Union Pacific Resources Company

1d8930E

EXHIBIT "A"

TRACT ONE:

Beginning at a point on the East line of the T. H. Mays Survey said point being 1598 feet from the extreme West corner of the Walker Survey and 50 feet from the center of the proposed highway at station 1271 plus 30; Thence due North along the East line of the Walker survey a distance of 124 feet to a point which is 50 feet from the center of the proposed highway; Thence N 39 - 17 W along a line parallel to and 50 feet from the center of the proposed highway a distance of 194 feet; Thence N 33 degrees W a distance of 40 feet; Thence due West a distance of 124 feet; Thence E 42 degrees N a distance of 180 feet to a point which is 50 feet from the center of the proposed highway; Thence S 39 - 17 E a distance of 198 feet to the Place of Beginning, containing 1.06 acres of land,

TRACT TWO:

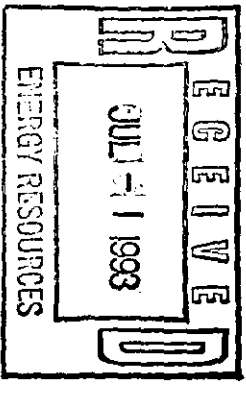
Beginning at a point in the fence line dividing the property of Mrs. B.M. Curd and the property of J. H. Royder, said point being 50 feet from the center line of the proposed highway at station 1235-70; Thence S 47-09 E along a line parallel to and 50 feet from the center line of the proposed highway for a distance of 2115 feet; Thence S 46 E for a distance of 200 feet to a point which is 60 feet from the center line of the proposed highway; Thence S 47-09 E along a line parallel to and 60 feet from the center line of the proposed highway for a distance of 12 feet to the P.C. of a 1 degree curve to the right, said P.C. being at station 1258-00 of the proposed highway; Thence around said 1 degree curve to the right on a line parallel to and 60 feet from the center line of the proposed highway for a distance of 786.6 feet to the P.T. of said curve; Thence S 39-17 E along a line parallel to and 60 feet from the center line of the proposed highway for a distance of 215 feet; Thence S 41-00 E for a distance of 20 feet to a point in the fence line separating the property of Mrs. Curd and S.E. Dunlap; Thence due east along said dividing fence line for a distance of 120 feet; Thence N 38 W along a line for a distance of 150 feet to a point which is 60 feet from the center line of the proposed Highway; Thence N 39-17 W along a line parallel to and 60 feet from the center line of the proposed highway for a distance of 125 feet to the P.T. of said above mentioned curve; Thence around said 1 degree curve to the left on a line parallel to and 60 feet from the center line of the proposed highway for a distance of 786.6 feet to the P.C. of said 1 degree curve; Thence N 47-09 W along a line parallel to and 60 feet from the center line of the proposed highway for a distance of 12 feet; Thence N 49 W along a line for a distance of 200 feet to a point which is 50 feet from the center line of the proposed highway; Thence N 47-09 W along a line parallel to and 50 feet from the center line of the proposed highway for a distance of 2175 feet to a point in the fence line dividing the property of Mrs. Curd and J. H. Royder; Thence South along said mentioned fence line for a distance of 124 feet to the beginning.

Containing 8.34 Ac.

TRACT THREE:

A tract of land out of the James Walker and Holden Evans Surveys described as follows and to be used for right of way purposes; Beginning at a point on the West line of the Jas. Walker Survey said point being 1598 feet North of the extreme Western corner of said survey and 50 feet from the center of the proposed highway at station 1271 plus 30; Thence S 39 - 17 E along a line parallel to and 50 feet from the center of the proposed highway a distance of 2734 feet; Thence S 34 degrees E a distance of 100 feet to a point which is 60 feet from the center of the proposed highway; Thence S. 39 - 17 E, a distance of 100 feet; Thence S 44 degrees a distance of 100 feet to a point which is 50 feet from the center of the proposed highway; thence S 39 - 17 E along a line parallel to and 50 feet from the center of the proposed highway a distance of 1800 feet to a fence which is the North fence of a public road leading to Millican; Thence N 70 degrees W along said fence line a distance of 100 feet to a point which is 50 feet from the center of the proposed highway; Thence N 39 - 17 W along a line parallel to and 50 feet from the center of the proposed highway a distance of 1808 feet; Thence N 34 degrees W a distance of 100 feet to a point which is 60 feet from the center of the proposed highway; Thence N 39- 17 W a distance of 100 feet; .Thence N 44 degrees W a distance of 100 feet to a point which is 50 feet from the center of the proposed highway; Thence N 39 - 17 W along a line parallel to and 50 feet from the center of the proposed highway a distance of 2806 feet; Thence due West long a fence and survey line a distance of 124 feet to the Place of Beginning containing 11.29 acres of land.

SECRET



67 845515-100
Mr. [Signature]

defend the rights and title to said premises unto the said State of Texas against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand, this the 23rd day of May A.D. 1931.

Mrs. M. E. Edwards

THE STATE OF TEXAS]

COUNTY OF BRAZOS] BEFORE ME, W. S. Barron a Notary Public in and for said County and State, on this day personally appeared Mrs. M. E. Edwards, a widow known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 23 day of May A.D. 1931.

W. S. Barron, Notary Public, Brazos County,
Texas.

(SEAL)

The foregoing is a true copy of the original instrument which was filed for record on the 14th day of Oct. A.D. 1931 at 5 o'clock p.m. and duly recorded on the 21st day of Oct. A.D. 1931 at 4 o'clock p.m. to which I certify

Jess B. McGee, C. S. S. D. C.

Jess B. McGee Deputy

THE STATE OF TEXAS]

COUNTY OF BRAZOS] KNOW ALL MEN BY THESE INSTRUMENTS: That S. E. Dunlap of the County of Brazos State of Texas, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable considerations, to me in hand paid by the State of Texas, acting through the State Highway Commission, receipt of which is here by acknowledged and confessed, have Granted, Sold and conveyed, and do by these pre ents Grant, Sell and convey unto the State of Texas the following described tract or parcel of land situated in the County of Brazos State of Texas; being more particularly described as follows: A tract of land out of the T. H. Mays Survey to be used for right of way purposes and described as follows: Beginning at a point on the West line of the T. H. Mays Survey said point being 1598 feet from the extreme West corner of the Walker Survey and 50 feet from the center of the proposed highway at station 1271 plus 30; Thence due North along the West line of the Walker survey a distance of 124 feet to a point which is 50 feet from the center of the proposed highway; Thence N 39 - 17 W along a line parallel to and 50 feet from the center of the proposed highway a distance of 194 feet; Thence N 36 degrees W a distance of 40 feet; Thence due West a distance of 124 feet; Thence S 42 degrees E a distance of 180 feet to a point which is 50 feet from the center of the proposed highway; Thence S 39 - 17 E a distance of 198 feet to the Place of Beginning, containing 1.06 acres of land,

Also a tract of land out of the Holden Evans Survey to be used for right of way purposes and described as follows: Beginning at a point in a creek in the Northwestern corner of the G. W. Dunlap tract, said point being on the center line and at station 1300 x 71 of the proposed new highway; Thence; in a western direction along the center line of the above mentioned creek to a point on the R.O.W. line of the proposed highway, said point being sixty feet (60 ft) from station 1300 Thence: approximately N. 36 - 17 W for a distance of 100 ft to a point which is 50 ft opposite station 1299; Thence N. 39-17 W. a distance of 270 ft along a line parallel to and 50 ft. from the center line of the proposed highway; to a point in a fence line separating the S.H. Smith tract and the G. W. Dunlap tract. Thence in a easternly direction for a distance of 150 ft along the above mentioned fence crossing the proposed highway at station 1298 x 29 to a point in the east R.O.W. line said point being fifty feet from the center line of the proposed highway; Thence; S. 39-17 E for a

distance of 50 ft along a line which is parallel to and fifty feet from the center line of the proposed highway to a point opposite station 1299; Thence; approximately S 42-17 E. along a line for a distance of 100 ft. to a point which is opposite station 1300 and a distance of 60 ft from the center line of the proposed highway; Thence S. 39-17 E for a distance of 90 ft. along a line parallel to and 60 ft. from the center line of the proposed highway, to a point in the above mentioned creek Thence; in a westernly direction along the center line of the above mentioned creek to the place of beginning.

containing .584 acres of land.

And it is further agreed that the said S. E. Dunlap will fence right-of-way, Brazos County furnish material in consideration of the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may be found upon said property.

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

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

Witness my hand, this the 11th day of July A.D. 1931.

S. E. Dunlap

THE STATE OF TEXAS|

COUNTY OF BRAZOS | BEFORE ME, J. G. Minkert a Notary Public in and for said County and State, on this day personally appeared S. E. Dunlap, 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 11th day of July A.D. 1931.

J. G. Minkert, Notary Public, Brazos County,
Texas.

(SEAL)

The foregoing is a true copy of the original instrument which was filed for record on the 14th day of Oct. A.D. 1931 at 5 o'clock p.m. and duly recorded on the 21st day of Oct. A.D. 1931 at 4 :40 o'clock p.m. to which I certify

Jess B. McGee, C. C. C. B. C.

Jess B. McGee Deputy

THE STATE OF TEXAS|

50/540 deed
COUNTY OF BRAZOS | KNOW ALL MEN BY THESE PRESENTS: That Mrs. B. M. Curd, of the County of Brazos State of Texas, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable considerations, to me in hand paid by the State of Texas, acting through the State Highway Commission, receipt of which is here by acknowledged and confessed, have Granted, Sold and conveyed and do by these presents Grant, sell and convey unto the State of Texas the following described tract or parcel of land situated in the County of Brazos State of Texas, being more particularly described as follows: A tract of land out of the T. Mays Survey to be used for right of way purposes and described as follows: Beginning at a point on the North line of the T. Mays Survey said point being 3350 feet West of the extreme Eastern corner of the Mays Survey and 50 feet from the center of the proposed highway at station 1229 plus 01; Thence due West with the North line of the Mays Survey a distance of 124 feet to a point which is 50 feet from the center of the proposed highway; Thence S 47 - 09 E along a line parallel to and 50 feet from the center of the proposed highway a distance of 2735 feet; Thence S 44 degrees E a distance of 200 feet to a point which is 60 feet from the

80/542

THE STATE OF TEXAS|

COUNTY OF BRAZOS | KNOW ALL MEN BY THESE PRESENTS: That S. H. Smith of the County of Brazos State of Texas, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable considerations, to me in hand paid by the State of Texas, acting through the State Highway Commission, receipt of which is hereby acknowledged and confessed, have Granted, sold and conveyed, and do by these presents Grant, sell and convey unto the State of Texas the following described tract or parcel of land situated in the County of Brazos State of Texas, being more particularly described as follows: A tract of land out of the James Walker and Holden Evans Surveys described as follows and to be used for right of way purposes; Beginning at a point on the West line of the Jas. Walker Survey said point being 1598 feet North of the extreme Western corner of said survey and 50 feet from the center of the proposed highway at station 1271 plus 30; Thence S 39 - 17 E along a line parallel to and 50 feet from the center of the proposed highway a distance of 2734 feet; Thence S 34 degrees E a distance of 100 feet to a point which is 60 feet from the center of the proposed highway; Thence S. 39 - 17 E a distance of 100 feet; Thence S 44 degrees a distance of 100 feet to a point which is 50 feet from the center of the proposed highway; thence S 39 - 17 E along a line parallel to and 50 feet from the center of the proposed highway a distance of 1800 feet to a fence which is the North fence of a public road leading to Millioan; Thence N 70 degrees W along said fence line a distance of 100 feet to a point which is 50 feet from the center of the proposed highway; Thence N 39 - 17 W along a line parallel to and 50 feet from the center of the proposed highway a distance of 1808 feet; Thence N 34 degrees W a distance of 100 feet to a point which is 60 feet from the center of the proposed highway; Thence N 39- 17 W a distance of 100 feet; Thence N 44 degrees W a distance of 100 feet to a point which is 50 feet from the center of the proposed highway; Thence N 39 - 17 W along a line parallel to and 50 feet from the center of the proposed highway a distance of 2806 feet; Thence due West long a fence and survey line a distance of 124 feet to the Place of Beginning containing 11.29 acres of land.

and it is further agreed that the said S. H. Smith will fence said right of way, in consideration of the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may be found upon said property.

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

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

Witness my hand, this the 8 day of July A.D. 1931.

S. H. Smith

THE STATE OF TEXAS|

COUNTY OF BRAZOS)(BEFORE ME, J. M. Ferguson, a Notary Public in and for said County and State on this day personally appeared S. H. Smith, 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 8 day of July A.D. 1931.

(SEAL)

J. M. Ferguson, Notary Public, Brazos County, Texas.

The foregoing is a true copy of the original instrument which was filed for record on the 14th day of Oct. A.D. 1931 at 5 o'clock p.m. and duly recorded on the 22nd day of Oct.

A.D. 1931 at 9:30 o'clock a.m. to which I certify

Jess B. McGee, C. C. C. B. C.

Wm. L. Newton Deputy

M-95348
Rewards
⑩

2025

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 16TH day of APRIL, 1993, between

LOIS CURD SMITH, A WIDOW;

FRED D. SMITH, WARREN V. SMITH AND ALFRED C. SMITH, JR.,

EACH DEALING IN HIS SEPARATE PROPERTY

Lessor (whether one or more), whose address is: C/O 10942 HOLLOW RIDGE, SAN ANTONIO, TEXAS 78254
and UNION PACIFIC RESOURCES COMPANY, 801 CHERRY ST., FT. WORTH, TEXAS 76102-6803, LESSEE, WITNESSETH:

1. Lessor in consideration of TEN (\$10.00) 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:

28.00 ACRES OF LAND, MORE OR LESS, A PART OF THE JAMES WALKER SURVEY, ABSTRACT NO. 244, BRAZOS COUNTY, TEXAS, DESCRIBED IN TWO TRACTS, AS FOLLOWS, TO-WIT:

TRACT ONE: 14.50 ACRES OF LAND, MORE OR LESS, A PART OF THE JAMES WALKER SURVEY, A-244, BRAZOS COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN THAT CERTAIN ADMINISTRATORS DEED DATED NOVEMBER 1, 1955, FROM GEORGE D. BRAMLETT, ADMINISTRATOR OF THE ESTATE OF MILDRED LEE, DECEASED TO A.C. SMITH AND WIFE, LOIS SMITH, RECORDED IN VOLUME 171, PAGE 70 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

TRACT TWO: 13.50 ACRES OF LAND, MORE OR LESS, A PART OF THE JAMES WALKER SURVEY, A-244, BRAZOS COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS SECOND TRACT OF 13.50 ACRES SET ASIDE TO LOIS B. SMITH IN THAT CERTAIN PARTITION DEED DATED MAY 5, 1964, BETWEEN LOIS B. SMITH, LINDA BRAMLETT HUGHES AND GEORGE BRAMLETT, JR., RECORDED IN VOLUME 236, PAGE 394 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

This lease also 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 (THREE) 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, lessee 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 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 if the wells were producing, and may be deposited in the FIRST

Bank at NAVASOTA, TEXAS 77868 or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee 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 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 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 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 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 (or to each separate tract within the unit) 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 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.

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 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 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 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, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

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 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. SEE EXHIBIT "A" ATTACHED HERETO FOR ADDITIONAL PROVISIONS.

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

Lois Curd Smith
 LOIS CURD SMITH SS# [REDACTED]

Fred D. Smith
 FRED D. SMITH SS# [REDACTED]

Warren V. Smith
 STATE OF TEXAS WARREN V. SMITH
 COUNTY OF BRAZOS SS# [REDACTED]

Alfred C. Smith, Jr.
 ALFRED C. SMITH, JR. SS# [REDACTED]

This instrument was acknowledged before me on the
 by LOIS CURD SMITH, A WIDOW.

day of APRIL, 19 93

Tom Lyons
 Notary Public, State of Texas
 Notary's name (printed): Tom LYONS
 Notary's commission expires: 12/31/94

STATE OF TEXAS
 COUNTY OF BEXAR

This instrument was acknowledged before me on the 28 day of APRIL
 by ALFRED C. SMITH, JR., DEALING IN HIS SEPARATE PROPERTY.

Eileen Torres
 Notary Public, State of Texas
 Notary's name (printed): EILEEN TORRES
 Notary's commission expires: 8-29-95



CORPORATE ACKNOWLEDGMENT

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:

Oil, Gas and Mineral Lease

No. _____
 FROM _____
 TO _____
 Dated _____, 19____
 No. Acres _____
 Term _____ County, Texas _____

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

By _____ County Clerk
 Deputy _____
 When recorded return to _____

STATE OF TEXAS §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 28 DAY OF APRIL, 1993, BY
FRED D. SMITH, DEALING IN HIS SEPARATE PROPERTY.

Tom Lyons JUSTICE OF
PEACE PT # 1
BRAZOS
NOTARY PUBLIC, STATE OF TEXAS
NOTARY'S NAME (PRINTED): Tom LYONS
NOTARY'S COMMISSION EXPIRES: 12/31/94

STATE OF TEXAS §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 28 DAY OF APRIL, 1993, BY
WARREN V. SMITH, DEALING IN HIS SEPARATE PROPERTY.

Tom Lyons
NOTARY PUBLIC, STATE OF TEXAS
NOTARY'S NAME (PRINTED): Tom LYONS
NOTARY'S COMMISSION EXPIRES: 12/31/94



EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED APRIL 16, 1993, BY AND BETWEEN LOIS CURD SMITH, A WIDOW; FRED D. SMITH, WARREN V. SMITH AND ALFRED C. SMITH, JR., EACH DEALING IN HIS SEPARATE PROPERTY, AS LESSOR, AND UNION PACIFIC RESOURCES COMPANY, AS LESSEE.

11. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN REFERENCE TO ROYALTIES PAYABLE UNDER PARAGRAPH THREE (3) THEREOF, IN EACH INSTANCE WHERE THE WORDS, "ONE-EIGHTH" APPEAR IN SUCH PARAGRAPH; THE WORDS, "ONE-EIGHTH" SHALL BE OMITTED AND THE WORDS, "ONE-FIFTH" SHALL BE SUBSTITUTED THEREFOR.

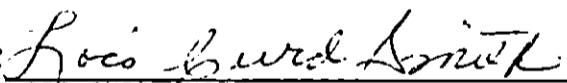
12. IT IS AGREED AND UNDERSTOOD THAT LESSEE WILL PAY TO LESSOR THE ACTUAL CASH VALUE OF ANY DAMAGE CAUSED TO LESSORS FENCES, GROWING CROPS, OR IMPROVEMENTS, BY LESSEE'S OPERATIONS HEREUNDER. LESSEE AGREES TO FILL ITS SLUSH PITS OPENED ON THE LEASED PREMISES WHEN ITS DRILLING OPERATIONS ARE COMPLETE AND TO RESTORE THE SURFACE TO AS NEARLY AS PRACTICAL THE CONDITION IT WAS IN PRIOR TO THE COMMENCEMENT OF LESSEE'S OPERATIONS IN A MANNER THAT WOULD BE EXPECTED OF A REASONABLE PRUDENT OPERATOR UNDER SUCH CIRCUMSTANCES.


13. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, DRILLING OPERATIONS OR PRODUCTION FROM A POOLED UNIT OR UNITS ESTABLISHED UNDER THE PROVISIONS HEREOF EMBRACING LAND COVERED HEREBY AND OTHER LANDS SHALL MAINTAIN THIS LEASE IN FORCE ONLY AS TO SUCH LAND INCLUDED IN SUCH UNIT OR UNITS. THIS LEASE MAY BE MAINTAINED IN FORCE AS TO THE REMAINDER OF THE LANDS COVERED HEREBY IN ANY MANNER OTHERWISE PROVIDED FOR.

14. IT IS FURTHER AGREED AND UNDERSTOOD THAT THIS LEASE COVERS OIL, GAS AND SULPHUR ONLY, (INCLUDING, WITH ALL OIL AND GAS, ALL CONSTITUENT ELEMENTS THEREOF AND ALL OTHER LIQUID OR LIQUEFIABLE HYDROCARBONS AND PRODUCTS OF EVERY KIND AND CHARACTER DERIVED THEREFROM AND PRODUCED THEREWITH), AND ALL MINERALS OTHER THAN OIL, GAS AND SULPHUR ARE EXCEPTED THEREFROM AND RESERVED TO LESSOR. INCLUDING AMONG THE MINERALS RESERVED TO LESSOR AND EXCLUDED FROM THIS LEASE ARE COAL, LIGNITE AND URANIUM.

15. IT IS AGREED AND UNDERSTOOD THAT LESSEE SHALL NOT CONDUCT DRILLING OR OTHER OPERATIONS EITHER ON OR ACROSS THE SURFACE OF THE LAND COVERED BY THIS LEASE WITHOUT HAVING PRIOR WRITTEN CONSENT OF LESSOR.

SIGNED FOR IDENTIFICATION:


LOIS CURD SMITH


FRED D. SMITH


WARREN V. SMITH


ALFRED C. SMITH, JR.

MEMORANDUM OF SEISMIC EXPLORATION AGREEMENT
AND OPTION FOR LEASE

STATE OF TEXAS)

COUNTY OF BRAZOS)

By Seismic Exploration Agreement and Option for Lease dated December 29, 1992, the undersigned party, **BENJAMIN A. ALLEN AND WIFE, EVELYN L. ALLEN**, ("Lessor"), whose address is 2309 Windsor Drive, Bryan, Texas 77802, for Ten Dollars and other valuable consideration have granted, leased and let to **UNION PACIFIC RESOURCES COMPANY**, 801 Cherry Street, Fort Worth, Texas 76102-6803 ("Lessee"), and contemporaneously hereby grant, lease and let unto Lessee, for the purpose set forth in the Seismic Exploration Agreement and Option for Lease, all of the following land located in Brazos County, Texas, to-wit:

73.46 acres of land, more or less, a part of the WILLIAM DUNLAP SURVEY, ABSTRACT NO. 107, and the JAMES WALKER SURVEY, ABSTRACT NO. 244, Brazos County, Texas, described in two tracts, as follows, to-wit:

FIRST TRACT: 36.73 acres of land, more or less, a part of the WILLIAM DUNLAP SURVEY, ABSTRACT NO. 107, Brazos County, Texas, and being the same land described in that certain Warranty Deed dated February 2, 1989, from Nina Mearl Allen Lunsford to Bennie Allen and wife, Evelyn L. Allen, recorded in Volume 1101, Page 211 of the Official Records of Brazos County, Texas.

SECOND TRACT: 36.73 acres of land, more or less, a part of the WILLIAM DUNLAP SURVEY, ABSTRACT NO. 107, and the JAMES WALKER SURVEY, ABSTRACT NO. 244, Brazos County, Texas, and being the same land described as Tract No. 4 in that certain Deed of Partition dated December 26, 1986, from Ina Mae Allen Barker et al to Benjamin A. Allen, recorded in Volume 939, Page 701 of the Official Records of Brazos County, Texas.

The Seismic Exploration Agreement and Option for Lease and all of its terms, conditions, covenants and provisions are incorporated into and made a part of this Memorandum of Seismic Exploration Agreement and Option for Lease in all respects. Original counterparts of the Seismic Exploration Agreement and Option for Lease are in the possession of Lessor and Lessee. Among other provisions, the Seismic Exploration Agreement and Option for Lease provides for a term of one (1) year to do geological studies and to exercise options to lease any part of the above mentioned acreage.

The Memorandum of Seismic Exploration Agreement and Option for Lease is executed for the purpose of filing this instrument of record in the Official Records of Brazos County, Texas, to give notice to all third parties dealing with Lessor or Lessee or with the lands described above, of the existence of the Seismic Exploration Agreement and Option for Lease. The Oil and Gas Lease and this Memorandum of Seismic Exploration Agreement and Option for Lease shall be binding upon Lessor and Lessee and their respective heirs, successors, representatives and assigns.

IN WITNESS WHEREOF, this instrument is executed this the 23rd day of April, 1993.

Benjamin A. Allen
BENJAMIN A. ALLEN

Evelyn L. Allen
EVELYN L. ALLEN

STATE OF TEXAS)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 23rd day of April, 1993, by BENJAMIN A. ALLEN and wife, EVELYN L. ALLEN.



Doin Tipton

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

5
2
3

519860.

OIL, GAS AND MINERAL LEASE FILED

THIS AGREEMENT made this 16th day of March

93 MAY -6 PM 2:39

ELLEN MAXEY VAUGHN, Individually and as Independent Executrix, of the Estate of CLERK
GLENN GARLAND VAUGHN, Deceased.

BRAZOS COUNTY COURTHOUSE
BRYAN, TEXAS

Lessor (whether one or more), whose address is: 29553 I-45 North, Conroe, Texas 77384
and UNION PACIFIC RESOURCES COMPANY, 801 Cherry St., Ft. Worth, TX 76102, Lessee, WITNESSETH:

1. Lessor in consideration of Ten Dollars and other valuable consideration Dollars
(\$ 10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto
Lessor 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:

43.40 acres of land, more or less, a part of the JAMES WALKER SURVEY, A-244, Brazos
County, Texas, and being more particularly described in Two Tracts in Exhibit "A"
attached hereto and made a part of 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 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 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 it a 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 savings tank, 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 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-seventh 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. 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, 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 utilize 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 if the wells were producing, and may be deposited in the

Texas Commerce

Bank at Conroe, Texas 77384 or its successors, which shall continue as the depositories,
regardless of changes in the ownership of shut-in royalty. If at any time that Lessee 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 it may determine. 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 3 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 it 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 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, 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 and gas
need not conform as to area with gas units. The pooling in one or two or instances shall not exhaust the rights of the Lessor 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
leaves 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 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 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 as such operations for drilling shall be deemed to have been commenced on said land within
the meaning of paragraph 3 of this lease, and the entire acreage covering 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 as 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 interests, from that as to any other part
of the leased premises.

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 as 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 130 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such effort 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 Lessee 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 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.

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 instrument 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 receivable 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 or 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 Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

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 Lessee) 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 governmental authority, then while so prevented, Lessee's obligation to comply with such covenants 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.

See Exhibit "A" attached to and made a part of this lease for additional provisions.

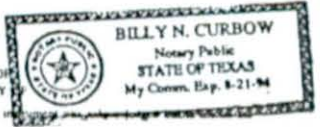
IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Soc. Sec. # [REDACTED] Ellen Maxey Vaughn
 ELLEN MAXEY VAUGHN, Individually and as
 Independent Executrix of the Estate of
 Glenn Garland Vaughn, deceased.

STATE OF _____ COUNTY OF _____ ACKNOWLEDGMENT
 This instrument was acknowledged before me on the _____ day of _____, 19____.

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

STATE OF TEXAS COUNTY OF MONTGOMERY ACKNOWLEDGMENT
 This instrument was acknowledged before me on the 17th day of March, 1993, by Ellen Maxey Vaughn, Individually and as Independent Executrix of the Estate of Glenn Garland Vaughn, deceased.



Billy N. Curbow
 Notary Public, State of Texas
 Notary's name (printed):
 Notary's commission expires:

STATE OF _____ COUNTY OF _____ CORPORATION, on behalf of said corporation. CORPORATE ACKNOWLEDGMENT
 This _____ day of _____, 19____.

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

Access 88 (4/78) Revised Paid Up Oil and Gas Pooling Provisions

Oil, Gas and Mineral Lease FROM TO

Counted Vol. 1786 County 162

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

By _____ County Clerk _____ Deputy

When recorded return to _____

REC'D NO. PRINTING & STATUTORY COMMISSION
 1125 Franklin, Houston, Texas 77002 (713) 439-1118

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED MARCH 16, 1993, BY AND BETWEEN ELLEN MAXEY VAUGHN, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF GLENN GARLAND VAUGHN, DECEASED AS LESSOR AND UNION PACIFIC RESOURCES COMPANY, AS LESSEE.

TRACT 1. 18.20 ACRES, MORE OR LESS, A PART OF THE JAMES WALKER SURVEY, A-244, BRAZOS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED DATED SEPTEMBER 12, 1947, FROM S.H. SMITH, ET UX, TO GLENN G. VAUGHN AND RECORDED IN VOLUME 131, PAGE 517 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

TRACT 2. 25.20 ACRES, MORE OR LESS, A PART OF THE JAMES WALKER SURVEY, A-244, BRAZOS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED DATED OCTOBER 30, 1948, FROM S.H. SMITH, ET UX, TO G.G. VAUGHN AND RECORDED IN VOLUME 138, PAGE 145 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

SIGNED FOR IDENTIFICATION: Ellen Maxey Vaughn
ELLEN MAXEY VAUGHN

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED MARCH 16, 1993, BY AND BETWEEN ELLEN MAXEY VAUGHN, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF GLENN GARLAND VAUGHN, DECEASED, AS LESSOR AND UNION PACIFIC RESOURCES COMPANY, AS LESSEE.

11. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, DRILLING OPERATIONS OR PRODUCTION FROM A POOLED UNIT OR UNITS ESTABLISHED UNDER THE PROVISIONS HEREOF EMBRACING LAND COVERED HEREBY AND OTHER LANDS SHALL MAINTAIN THIS LEASE IN FORCE ONLY AS TO SUCH LAND INCLUDED IN SUCH UNIT OR UNITS. THIS LEASE MAY BE MAINTAINED IN FORCE AS TO THE REMAINDER OF THE LANDS COVERED HEREBY IN ANY MANNER OTHERWISE PROVIDED FOR, PROVIDED THAT IF IT BE BY RENTAL PAYMENT, RENTAL SHALL BE PAYABLE ONLY ON THE NUMBER OF ACRES NOT INCLUDED IN SUCH UNIT OR UNITS.

12. IT IS FURTHER AGREED AND UNDERSTOOD THAT THIS LEASE COVERS OIL, GAS AND SULPHUR ONLY, (INCLUDING, WITH ALL OIL AND GAS, ALL CONSTITUENT ELEMENTS THEREOF AND ALL OTHER LIQUID OR LIQUEFIABLE HYDROCARBONS AND PRODUCTS OF EVERY KIND AND CHARACTER DERIVED THEREFROM AND PRODUCED THEREWITH), AND ALL MINERALS OTHER THAN OIL, GAS AND SULPHUR ARE EXCEPTED HEREFROM AND RESERVED TO LESSOR, INCLUDING AMONG THE MINERALS RESERVED TO LESSOR AND EXCLUDED FROM THIS LEASE ARE COAL, LIGNITE AND URANIUM.

13. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN REFERENCE TO ROYALTIES PAYABLE UNDER PARAGRAPH THREE (3) THEREOF, IN EACH INSTANCE WHERE THE WORDS, "ONE-EIGHTH" APPEAR IN SUCH PARAGRAPH, THE WORDS, "ONE-EIGHTH" SHALL BE OMITTED AND THE WORDS, "ONE-SIXTH" SHALL BE SUBSTITUTED THEREFOR.

SIGNED FOR IDENTIFICATION:

Ellen Maxey Vaughn
ELLEN MAXEY VAUGHN

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

vol 1786 164

3350

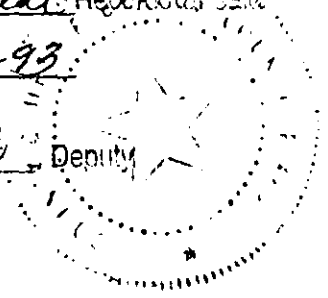
OFFICE OF THE COUNTY CLERK
OF BRAZOS COUNTY, TEXAS

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. 1786 Page 161 in Official Record of said
County on file in my office.

ATTEST 5-20-93

Mary Ann Ward, County Clerk
Brazos County, Texas

Mary Ann Ward Deputy



519220

OIL, GAS AND MINERAL LEASE

FILED

THIS AGREEMENT made this 15th day of March

93 APR 28 PM 2:04

ELLEN RUTH SEBREN, DEALING IN HER SEPARATE PROPERTY

BRAZOS COUNTY COURTHOUSE
J. S. JILLON

Lessee (whether one or more), whose address is 529 Mockingbird Lane, Nacogdoches, Texas 75961
and UNION PACIFIC RESOURCES COMPANY, 801 Cherry St., Ft. Worth, TX 76102 Lessee, WITNESSETH

I, Lessee in consideration of Ten Dollars and other valuable consideration 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, cone 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 DESCRIPTIVE
PURPOSES ONLY.

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 mineral is produced from said land or land with which said land is pooled hereunder.

3. As a royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessee, 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 Lessee 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 Lessee 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 month of the well, or (2) when sold by Lessee off said land or in the manufacture of gas-line or other products, one-eighth of the amount realized from the sale of gas-line or other products extracted therefrom and one-eighth of the amount realized from the sale of residual gas after deducting the amount used for plant fuel and/or compression; (c) To pay Lessee 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 if the wells were producing, and may be deposited in the Fredonia State

Bank at Nacogdoches, Texas 75961 of its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, 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 3 hereof. In the event of assignments 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 so directed by the Commission, or when so directed, 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 pass 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 or 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 herein, 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 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 on such 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 3 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 the owners of royalty 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 such unit or units 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 and 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 as production from a gas 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 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.

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED MARCH 15, 1993, BY AND BETWEEN ELLEN RUTH SEBREN, AS LESSOR AND UNION PACIFIC RESOURCES COMPANY, AS LESSEE.

45.34 ACRES OF LAND, MORE OR LESS, A PART OF THE THOMAS H. MAYS SURVEY, A-160, AND THE JAMES WALKER SURVEY, A-244, BRAZOS COUNTY, TEXAS, BEING DESCRIBED IN THREE TRACTS AS FOLLOWS, TO-WIT:

TRACT ONE. 1.94 ACRES, MORE OR LESS, A PART OF THE JAMES WALKER SURVEY, A-244, AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED DATED APRIL 16, 1964, FROM SILAS H. SMITH TO E.E. ALLEN AND RECORDED IN VOLUME 236, PAGE 135 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

TRACT TWO. 18.20 ACRES, MORE OR LESS, A PART OF THE JAMES WALKER SURVEY, A-244, AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED DATED SEPTEMBER 12, 1947, FROM S.H. SMITH ET UX, TO GLENN C. VAUGHN ET UX, AND RECORDED IN VOLUME 131, PAGE 517 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

TRACT THREE. 25.20 ACRES, MORE OR LESS, A PART OF THE JAMES WALKER SURVEY, A-244, AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED DATED OCTOBER 30, 1948, FROM S.H. SMITH, ET UX, TO G.C. VAUGHN, AND RECORDED IN VOLUME 138, PAGE 145 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

SIGNED FOR IDENTIFICATION: Ellen Ruth Sebren
ELLEN RUTH SEBREN

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED MARCH 15, 1993, BY AND BETWEEN ELLEN RUTH SEBREN, AS LESSOR AND UNION PACIFIC RESOURCES COMPANY, AS LESSEE.

11. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN REFERENCE TO ROYALTIES PAYABLE UNDER PARAGRAPH THREE (3) THEREOF, IN EACH INSTANCE WHERE THE WORDS, "ONE-EIGHTH" APPEAR IN SUCH PARAGRAPH, THE WORDS "ONE-EIGHTH" SHALL BE OMITTED AND THE WORDS, "ONE-SIXTH" SHALL BE SUBSTITUTED THEREFOR.

12. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT LESSEE ELECTS TO POOL ANY OF THIS LEASE PURSUANT TO THE TERMS OF PARAGRAPH FOUR (4), THEN LESSEE SHALL POOL ALL OF THE ACREAGE COVERED BY THIS LEASE IN ANY SUCH UNIT.

13. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, DRILLING OPERATIONS OR PRODUCTION FROM A POOLED UNIT OR UNITS ESTABLISHED UNDER THE PROVISIONS HEREOF EMBRACING LAND COVERED HEREBY AND OTHER LANDS SHALL MAINTAIN THIS LEASE IN FORCE ONLY AS TO SUCH LAND INCLUDED IN SUCH UNIT OR UNITS. THIS LEASE MAY BE MAINTAINED IN FORCE AS TO THE REMAINDER OF THE LANDS COVERED HEREBY IN ANY MANNER OTHERWISE PROVIDED FOR, PROVIDED THAT IF IT BE BY RENTAL PAYMENTS, RENTAL SHALL BE PAYABLE ONLY ON THE NUMBER OF ACRES NOT INCLUDED IN SUCH UNIT OR UNITS. ADDITIONALLY, IN THE EVENT ANY PORTION OF THIS LEASE IS MAINTAINED BEYOND THE END OF THE PRIMARY TERM, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT FIVE (5) YEARS FROM THE DATE HEREOF, LESSEE SHALL RELEASE ALL RIGHTS 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE DEEPEST DEPTH FROM WHICH LESSEE IS THEN PRODUCING OIL AND/OR GAS ON THE LEASED PREMISES OR ON ACREAGE POOLED THEREWITH.

SIGNED FOR IDENTIFICATION: Ellen Ruth Sebren
ELLEN RUTH SEBREN

VOL 1780 PAGE 111

WHEN RECORDED RETURN TO:
Union Pacific Resources Co.
ATTN: Land Administration
P.O. Box 7, MS 3110
Tulsa, OK 74101-0007



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. 1780 . Page 108 in Official Records of said County on file in my office. 5-18-93

ATTEST
Mary Ann Ward, County Clerk
Brazos County, Texas
Wendell Smith . Deputy

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 3rd day of February 1993, between
S. Hoshel Smith, Acting in his sole and separate property.

Lessor (to brother one or more), whose address is 207 Ketchum, Navasota, TX 77868
and UNION PACIFIC RESOURCES COMPANY, 801 Cherry St., Ft. Worth, TX 76102-6803, Lessee, WITNESSETH

I, Lessor in consideration of Ten and OVC 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 explorations, geologic and geophysical
surveys by seismic-graph (one way, gravity and magnetic methods), injecting gas, water and other fluids, and on any 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 employ an employees, the following described land in
Brazos

515656

SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART THEREOF FOR DESCRIPTIVE
PURPOSES ONLY

FILED
3 MAR 19 1993
COUNTY CLERK
Brazos County, Texas
Brazos County, Texas

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 the 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, Lessee covenants and agrees (a) To deliver to the credit of Lessor, in the portions to which Lessee may connect its wells, the usual 25% part of all
oil produced and saved in Lessee from said land, or from time to time, at the option of Lessee, to pay Lessee the average posted market price of such oil produced or saved
out of the wells on the day it is run to the pipe line or storage tanks, Lessee's market, in every case, to be 25% of the cost of marketing oil to render it marketable
less oil, (b) To pay Lessee for gas and condensate gas produced from said land (1) when sold by Lessee, the percentage of the gross realized by Lessee, computed in the manner of
the well, or (2) when used by Lessee for said land or in the manufacture of gasoline or other products, 25% of the gross realized by Lessee, computed in the manner of
the well, or (3) when used by Lessee for other purposes, 25% of the gross realized by Lessee, computed in the manner of the well, (c) To pay Lessee on
all other minerals mined and marketed or saved by Lessee from said land, one-tenth either in kind or value as 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, then Lessee 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 that 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 fixtures and ordinary lease facilities of flow lines, separator, and lease tanks, and shall
not be required to write down trouble or 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, one cent equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make royalty 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 should be entitled to receive the royalties which would be paid under
this lease if the wells were producing, and may be deposited in the Navasota

Bank of Navasota, Texas or its successors, which shall continue as the depositories, regardless of changes in the ownership of such royalty. If at any time that Lessee 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 or such parties or separately
as an accretion to such shut-in royalty, thereon, as to whom exact. Any payment hereunder may be made by check or draft of Lessee delivered to 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 Lessor's right
to release as provided in paragraph 3 hereof. In the event of assignment of this lease in whole or in part, liability for payments hereunder shall rest exclusively on the three owners
of this lease, severally as to acreage owned by each.

4. Lessee, at its option, in 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 with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's
judgment as a 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 and under and that may be produced
from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each an acre, and units pooled for gas hereunder shall not substantially exceed an acre
and 0.001 acre 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 in a regular location or for obtaining maximum allowable from any well, from the pooled unit, there shall be allowed
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 and
gas need not conform as to area with gas being. The pooling in one or more strata shall not exhaust the right of the Lessee hereunder to pool this lease or portion 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 herein 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 competing as to oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or
lease 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 3 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 for to each separate tract within the unit if this lease covers separate tracts,
within the same 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 for or
each 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 pro rata
of such production, whether it be oil and gas, or either of them, as allocated in 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 oil pooled unit. The formation
of any unit hereunder shall not have the effect of changing the ownership of any shut-in production rights which may become payable under this lease. If this lease here or hereafter
covers separate tracts, no pooling or unitization of royalties, interest in, or production from, such separate tracts is intended or shall be implied or result merely from the inclusion of such
separate tracts within the 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 unitary ownership differing, now or hereafter, either as to parties or interests, from that as to any other part
of the leased premises.

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 130 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 exercise 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 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, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

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 Lessor'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 thereon. 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 Lessor 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 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 was executed on the day first above writes.

S. Hoshel Smith
 S. Hoshel Smith -

STATE OF Texas COUNTY OF Grimes ACKNOWLEDGMENT
 This instrument was acknowledged before me on the 4th day of February, 1993, by S. Hoshel Smith



Teresa Morales
 Notary Public, State of Texas
 Notary's name (printed): TERESA MORALES
 Notary's commission expires: 1-18-95

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. 1746 PAGE 149

Oil, Gas and Mineral Lease

TO: _____

FROM: _____

County, Texas

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

By _____ County Clerk _____ Deputy

When recorded return to _____

RECORDS MANAGEMENT & STATISTICS DIVISION
 2325 Pecan, Houston, Texas 77002 (713) 496-3174

EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated February 3, 1993 by and between S. Hoshel Smith as Lessor and Union Pacific Resources Company, 801 Cherry St., Ft. Worth, Texas as, as Lessee -

60.79 acres of land, more or less, a part of the Wm. Brooks & A.G. Perry Survey, A-73, the Thos H. Mays Survey, A-160 and the James Walker Survey, A-244, Brazos County, Texas described in five tracts as follows -

TRACT 1 - 3.25 acres of land, more or less, a part of the Wm. Brooks & A.G. Perry Survey, A-73 being described in that certain deed dated January 19, 1961 from Silas H. Smith et ux to E.E. Allen, recorded in Volume 210, Page 53, Deed Records, Brazos County, Texas.


TRACT 2 - 1.94 acres of land, more or less, a part of the James Walker Survey, A-244, Brazos County, Texas being described in that certain deed dated April 16, 1964 from Silas H. Smith to E.E. Allen, recorded in Volume 236, Page 235, Deed Records, Brazos County, Texas.

TRACT 3 - 12.20 acres of land, more or less, a part of the T.H. Mays Survey, A-160, Brazos County, Texas being described in that certain deed dated March 12, 1960 from S.H. Smith to E.E. Allen, recorded in Volume 204, Page 258, Deed Records, Brazos County, Texas.

TRACT 4 - 18.20 acres of land, more or less, a part of the James Walker Survey, A-244, Brazos County, Texas being described in that certain deed dated September 12, 1947 from S.H. Smith et ux to Glenn C. Vaughn et ux, recorded in Volume 131, Page 517, Deed Records, Brazos County, Texas.

TRACT 5 - 25.20 acres of land, more or less, a part of the James Walker Survey, A-244, Brazos County, Texas being described in that certain deed dated October 30, 1948 from S.H. Smith et ux to G.C. Vaughn, recorded in Volume 138, Page 145, Deed Records, Brazos County, Texas.

SIGNED FOR IDENTIFICATION ---


S. Hoshel Smith

WHEN RECORDED RETURN TO:
Union Pacific Resources Co.
ATTN: Land Administration
P.O. Box 7, MS 3110

vol. 1746 page 150

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. 1746, Page 172 in Official Records of said County on file in my office.

ATTEST

5-18-93

Mary Ann Ward, County Clerk
Brazos County, Texas

Debbie Sunde, Deputy



OIL, GAS AND MINERAL LEASE

FILED

THIS AGREEMENT made this 15th day of December
Lesley L. Meineke, a single man. and Lesley S. Meineke
for Meineke Marital Trust

93 FEB 9 PM 7:18
Brazos COUNTY CLERK
Brazos COUNTY COURT HOUSE
BRYAN, TEXAS

Lessor (whether one or more), whose address is 5312 Carrollton, Houston, Texas 77023-5003
and UNION PACIFIC RESOURCES COMPANY, 801 Cherry St., Ft. Worth, TX 76102-6803

1. Lessor in consideration of Ten and OVC 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 Lessor 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, canals, power systems, telephone lines and other structures on the land or on 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 descriptive purposes only.

Additional provisions of this oil and gas lease are set forth on Exhibit "B" attached hereto and made a part hereof for all purposes.

Additional provisions of this oil and gas lease are set forth on Exhibit "C" attached hereto and made a part hereof for all purposes.

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 710.48 acres, whether it actually comprise more or less.

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

OT

4. Lessor, 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 Lessor'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 as a regular occurrence 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 to 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 with other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit, and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quarters 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 or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil and gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 3 of this lease, and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis—that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit which it is producing and not as production from a gas pooled unit, and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

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

stated) to Lessor or to the credit of Lessor in Pay Direct To Lessor Bank ac.

Texas, (which bank and its successors are Lessor's agents and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of one thousand fifty two and 40/100

Dollars (\$ 1052.40), (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 payments or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to the parties provided therein or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender or rental until thirty (30) days after Lessee shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. If Lessee shall on or before any anniversary date, make a bona fide attempt to pay, or deposit rental to a Lessor entitled therein according to Lessee's records or to a Lessor, who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with subsequent provisions of this lease, of his right to receive rental, and if such payment or deposit shall be ineffective or erroneous in any regard, Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, and this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective rental payment or deposit had been properly made, provided that the erroneous or ineffective rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by such instruments as are necessary to enable Lessee to make proper payment. The down cash payments in consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times remove and deliver to Lessor or to the depository above named or place or record a release or releases of this lease as to all or any part of the above-described premises, or of any mineral or burthen under all or any part thereof, and thereby be relieved of all obligations as to the released land or acreage. If the lease is released as to all minerals and burthen under a portion of the land covered by this lease, the rentals and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the number of surface acres within such released portion bears to the total number of surface acres which was covered by this lease immediately prior to such release.

TX1-46616(4)CAL

EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated December 15, 1992 by and between Lesley L. Meineke et ux, as Lessor and UNION PACIFIC RESOURCES COMPANY, 801 Cherry, Fort Worth, TX, as Lessee, covering 210.48 acres, more or less, in Brazos County, TX.

210.48 acres of land, more or less, a part of the A. Millican Survey, A-39, the T.H. Mays Survey, A-160 and the William Dunlap Survey, A-107 being described in four tracts as follows -

TRACT 1 - 113.98 acres of land, more or less, a part of the A. Millican Survey, A-39, the T.H. Mays Survey, A-160 and the William Dunlap Survey, A-107, Brazos County, TX and described in that certain deed dated June 9, 1972 from William B. Pool to Leslie L. Meineke et ux Ruth Stewart Meineke, Recorded in Volume 305, Page 515, Deed Records, Brazos County, TX.

TRACT 2 - 15 acres of land, more or less, a part of the A. Millican Survey, A-39 and the William Dunlap Survey, A-107, Brazos County, TX and described in that certain deed dated August 26, 1985 from Leslie Stewart Meineke to Leslie L. Meineke, Recorded in Volume 858, Page 28, Deed Records, Brazos County, TX.

TRACT 3 - 36.25 acres of land, more or less, a part of the A. Millican Survey, A-39, Brazos County, TX. and described by that certain deed August 9, 1991 from Lesley Lois Meineke to Shelby J. Lee et ux, Recorded in Volume 1314, Page 98, Deed Records, Brazos County, TX.

TRACT 4 - 45.25 acres of land, more or less, a part of a 109.5 acre tract in the A. Millican Survey, A-39, Brazos County, TX described in a deed dated November 25, 1954 from S.H. Smith et ux to Wallace W. Wyatt, Recorded in Volume 166, Page 226, Deed Records, Brazos County, TX SAVE AND EXCEPT the following described tracts of land (1) 36.25 acres conveyed to Shelby J. Lee et ux from Lesley Lois Meineke by deed dated August 9, 1991, Recorded in Volume 1314, Page 98, Brazos County Deed Records (2) 28 acres conveyed to Leslie S. Meineke from Lesley L. Meineke by deed dated August 26, 1985, Recorded in Volume 858, Page 25, Brazos County Deed Records.

SIGNED FOR IDENTIFICATION--

Lesley Meineke
Shelby J. Lee

EXHIBIT "B"

Attached to and made a part hereof of that certain Oil, Gas and Mineral Lease dated December 15, 1992 by and between Lesley L. Meineke, as Lessor and UNION PACIFIC RESOURCES COMPANY, 801 Cherry St., Ft. Worth, Texas, as Lessee.

12. Lessee shall not use Lessor's roads without Lessor's approval. Any road constructed across the lands pursuant to this lease, shall require Lessor's approval as to routing and location, which approval shall not be unreasonably withheld. All permanent roads constructed pursuant to this lease shall be topped with limestone. Lessee shall maintain all roads at Lessee's expense.

13. Lessee, its successors or assigns, shall pay Lessor for any damage done to crops or livestock as well as damages, if any, to the surface of said land by reason of operations thereon, and shall pay for any damage to roads, culverts, bridges, fences, water wells, irrigation wells, tanks, lakes, rivers, streams, or other improvements on or about Lessor's land resulting from their use by Lessee in connection with any geophysical exploration thereof or any development thereon by Lessee, its successors and assigns, and that upon abandonment of said lease or surrender thereof, Lessee, its successors and assigns, shall level all levees around slush pits and/or other excavations and generally restore the surface of the land covered hereby as nearly to its present condition as reasonably possible. Notwithstanding anything herein to the contrary, damage to pastures, crops, and timber arising out of the construction of roadways, pads, tank batteries and other production facilities shall be paid to Lessor in actual cash value.

14. Notwithstanding anything to the contrary contained herein, drilling operations or production from a pooled unit or units established under the provisions hereof embracing land covered hereby and other lands shall maintain this lease in force only as to such land included in such unit or units. This lease may be maintained in force as to the remainder of the lands covered hereby in any manner otherwise provided for, provided that if it be rental payments, rental shall be payable only on the number of acres not included in such unit or units.

15. Notwithstanding anything to the contrary contained herein, in reference to royalties payable under paragraph three (3) thereof, in each instance where the words, "one-eighth" appear in such paragraph, the words "one-eighth" shall be omitted and the words, "one-sixth" shall be substituted therefor.

SIGNED FOR IDENTIFICATION :


Lesley L. Meineke



EXHIBIT "C"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated December 15, 1992 by and between Lesley L. Meineke and Meineke Marital Trust, as Lessors and UNION PACIFIC RESOURCES COMPANY, 801 Cherry St., Ft. Worth, TX, as Lessee.

②
LS

Notwithstanding anything to the contrary herein, 16. It is further understood and agreed that this lease covers oil, gas and sulphur only, (including, with oil and gas, all constituent elements thereof and all other liquid or liquefiable hydrocarbons and products of every kind and character derived therefrom and produced therewith), and all minerals other than oil, gas and sulphur are excepted herefrom and reserved to Lessor. Including among the minerals reserved to Lessor and excluded from this lease are coal, lignite and uranium.

17. It is also understood that lessor shall not be responsible for any costs associated with drilling. In addition, Lessor's proportionate share of any costs associated with the production or transmission of oil, gas, associated hydrocarbons or sulphur shall not exceed the amount of royalties received from the production of said oil, gas, associated hydrocarbons or sulphur.

②
LS

18. Lessee at Lessee's sole expense shall remove all soil or water contaminated by the drilling, production, transmission or any other activity conducted by Lessee, their Assigns, Invitees or unrelated parties on the property due to Lessee's activities.

SIGNED FOR IDENTIFICATION _____

Lesley L. Meineke
Trustee

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

VOL 1715 PAGE 144

STATE OF TEXAS)
COUNTY OF BRAZOS)

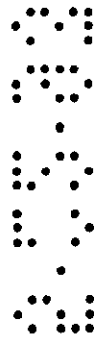
I, Mary Ann Ward, County Clerk of Brazos County, Texas do hereby certify that the foregoing is a true and correct copy of the original as the same appears of record in Vol. 1915, Page 140 in Official Records of said County on file in my office.

ATTEST

5-18-93

Mary Ann Ward, County Clerk
Brazos County, Texas

Michelle Bunck Deputy



509568

FILED

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 8th day of December 1993 JAN -7 PM 3:22

Selected Lands, LTD#15, a Texas Limited Partnership.

Lessor (whether one or more), whose address is 14515 Briarhills Parkway, Suite 200 Houston, TX 77077-
and UNION PACIFIC RESOURCES COMPANY, 801 Cherry St., Ft. Worth, TX 76102-8003034

1. Lessor in consideration of Ten and 0/100 Dollars

(\$ 10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessor herein contained, hereby grants, leases and lets exclusively unto Lessor 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 "seismicity, core etc., 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 sell said products, and employing as employees, the following described land in Brazos

County, Texas, to-wit

177.4 acres of land, more or less, a part of the William Dunlap Survey, A-107, the A.G. Perry and William Brooks Survey, A-73 and the Thos H. Mays Survey, A-160, Brazos County, Texas being described in that certain deed dated July 10, 1973 from Selected Lands Corporation to Selected Lands, LTD#15, Recorded in Volume 318, Page 319, Deed Records, Brazos County, Texas.

See Exhibit "A" attached hereto and made a part hereof for all purposes.

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 pool or 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 so 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, Lessee covenants and agrees to deliver to the credit of Lessor, in the pipelines to which leases 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 pooled market price of such one-eighth part of such oil at the well on the day it is run in 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 month of the sale, 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 an oil other minerals mined and marketed or utilized by Lessee from said land, one-eighth either as kind or value at the well or mine at Lessee's election, except that no oil or gas or other minerals shall be paid or credited to Lessor until it has been marketed or otherwise disposed of. If, at any time or times after 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 so long as shut-in land occurs. Lessee covenants and agrees to use reasonable diligence to produce, market, 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 install or furnish any other facilities or equipment. 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 period no operations for drilling or production of oil or gas are conducted on said land or on lands with which said land or any portion thereof has been pooled, Lessee shall, nevertheless, continue to pay or credit to Lessor, at the end of each anniversary of the expiration of the primary term, the amount of such payments or credits 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 direct to lessor of

Bank of _____ of its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or credits 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 credit shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownership 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 or pay as provided in paragraph 3 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. 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 or with any other land, lease or leases on the unleased acreage thereof in the state heretofore explained, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, oil 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 acreage 640 acres each plus a maximum 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 as a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially to such governmental regulations. Lessee under the provisions herein may pool or combine acreage covered by this lease or any portion thereof as to oil or gas 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 and gas need not conform as to an area with gas units. The pooling in one or more strata shall not exhaust the rights of the Lessor 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 recording 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 producing oil or gas well on the leased premises, and the pooled unit may include, but is not restricted 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 on 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 3 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 on which owners of royalties and payments due 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 for 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 "separators" on the pooled unit. Such allocation shall be on an acreage basis - that is, to any, there shall be allocated to the acreage covered by this lease and included in the pooled unit for 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 acres covered by this lease or by each such separate tract and included in said pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the basis of such production, whether it be oil and gas, or either of them, as allocated to the land covered by this lease and included in the unit for each separate tract within the unit if this lease covers separate tracts within the unit. The production from an oil well shall 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 shall 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 interests which may become payable under this lease. If this lease or any 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 execution 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 in name or hereafter tract as to parties or amounts, from that as to any other part of the leased premises.

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 100 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 exercise and deliver to Lessee 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 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 maximally 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, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

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 as 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 hereof 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 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.

Selected Lnds, LTD#15, a Texas Limited Partnership
 BY: Donald C. Dalbosco
 Selected Lands Corporation,
 General Partner, Donald C. Dalbosco
 President

STATE OF _____
 COUNTY OF _____
 This instrument was acknowledged before me on the _____ day of _____, 19____
 by _____

ACKNOWLEDGMENT
 ID# [REDACTED]
 Notary Public, State of Texas
 Notary's name (printed):
 Notary's commission expires:

STATE OF _____
 COUNTY OF _____
 This instrument was acknowledged before me on the _____ day of _____, 19____
 by _____

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

STATE OF Texas
 COUNTY OF HARRIS
 This instrument was acknowledged before me on the 9th day of DECEMBER, 1997
 by Donald DALBOSCO, General Partner,
SELECTED LANDS
Texas
 corporation, on behalf of said corporation.

CORPORATE ACKNOWLEDGMENT
Deborah A. Swift
 Notary Public, State of Texas
 Notary's name (printed): DEBORAH A. SWIFT
 Notary's commission expires: APRIL 13, 1998

1687 PAGE 17

Product M 44761 Approved Prod Log
 with 40 Acres Pooling Provision

Oil, Gas and Mineral Lease

FROM _____ TO _____

County, State _____

This instrument was filed for record on the _____ day of _____, 19____ at _____ M., and duly recorded in _____ of the _____ records of this office.

By _____ County Clerk
 _____ Deputy

When recorded enters in _____

PLANO PRINTING & STATIONERY COMPANY
 2323 Preston, Houston, Texas 77051 (713) 499-1139

EXHIBIT "A"

Attached hereto and made a part hereof that certain Oil, Gas and Mineral Lease dated December 8, 1992, by and between SELECTED LANDS, LTD # 15, a Texas Limited Partnership, as Lessor and UNION PACIFIC RESOURCES COMPANY, as Lessee.

11. Lessee shall not use Lessor's roads without Lessor's approval. Any road constructed across the lands pursuant to this lease, shall require Lessor's approval as to routing and location, which approval shall not be unreasonably withheld. All permanent roads constructed pursuant to this lease shall be topped with limestone. Lessee shall maintain all roads at Lessee's expense.

12. Lessee, its successors or assigns, shall pay Lessor for any damage done to crops or livestock as well as damages, if any, to the surface of said land by reason of operations thereon, and shall pay for any damage to roads, culverts, bridges, fences, water wells, irrigation wells, tanks, lakes, rivers, streams, or other improvements on or about Lessor's land resulting from their use by Lessee in connection with any geophysical exploration thereof or any development thereon by Lessee, its successors and assigns, and that upon abandonment of said lease or surrender thereof, Lessee, its successors and assigns, shall level all levees around slush pits and/or other excavations and generally restore the surface of the land covered hereby as nearly to its present condition as reasonably possible. Notwithstanding anything herein to the contrary, damage to pastures, crops, and timber arising out of the construction of roadways, pads, tank batteries and other production facilities shall be paid to Lessor in actual cash value. *All drilling mud and impurities to be removed from pits and land prior to leveling & restoration.*

13. Notwithstanding anything to the contrary contained herein, drilling operations or production from a pooled unit or units established under the provisions hereof embracing land covered hereby and other lands shall maintain this lease in force only as to such land included in such unit or units. This lease may be maintained in force as to the remainder of the lands covered hereby in any manner otherwise provided for, provided that if it be rental payments, rental shall be payable only on the number of acres not included in such unit or units.

14. Notwithstanding anything to the contrary contained herein, in reference to royalties payable under paragraph three (3) thereof, in each instance where the words, "one-eighth" appear in such paragraph, the words "one-eighth" shall be omitted and the words, "one-sixth" shall be substituted therefor.

15. It is expressly understood and agreed that three (3) years from the date hereof, Lessee shall release all rights below 100' below the stratigraphic equivalent of the deepest depth drilled on the leased premises or on acreage pooled therewith.

16. Notwithstanding anything to the contrary, the approval bonus shall be received on or before December 16, 1992 on this lease agreement is null and void.

SIGNED FOR IDENTIFICATION: Donald C. Dillon, president of
Selected Lands Corporation, the General Partner
of Selected Lands Ltd. #15

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

1687 PAGE 18

TX-46612 JH

STATE OF TEXAS)
COUNTY OF BRAZOS)

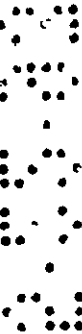
I, Mary Ann Ward, County Clerk of Brazos County, Texas do hereby certify that the foregoing is a true and correct copy of the original as the same appears of record in Vol. 1687, Page 16 in Official Records of said County on file in my office.

ATTEST

5-18-93

Mary Ann Ward, County Clerk
Brazos County, Texas

Michael Bunch, Deputy



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 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 Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail as 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 the 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 decedent or the estate of the decedent until such time as Lessee is furnished with proper evidence of the appointment and qualifications 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 decedent and that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rentals to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

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

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, 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 Lessor's interest is herein specified or not), or no interest therein, then the royalties, delay rental, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. Failure of Lessee to reduce rental paid hereunder shall not impair the rights of Lessee to reduce royalty.

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

IN WITNESS WHEREOF, this instrument was executed on the day first above written.

Lesley L. Meineke
 Lesley L. Meineke

Lesley S. Meineke, Trustee
 Lesley S. Meineke, Trustee
 For Meineke Marital Trust

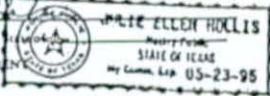
STATE OF Texas
 COUNTY OF Harris

INDIVIDUAL ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared Lesley L. Meineke and Lesley S. Meineke in the Capacity herein stated.
 known to me to be the person he whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed for the purposes and consideration therein expressed.

Gives under my hand and seal of office this 15th day of December 1992
 My Commission Expires 12/15/93

Notary Public in and for County, State of



STATE OF _____
 COUNTY OF _____

HUSBAND AND WIFE ACKNOWLEDGMENT

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

Gives under my hand and seal of office this _____ day of _____ 19____
 My Commission Expires _____
 Notary Public in and for _____ County, State of _____

VO: 1715 FILE 141

Produced by the State of Texas
 with the Texas Property Preserves

Oil, Gas and Mineral Lease

FROM _____ TO _____

This instrument was filed for record on the _____ day of _____ 19____ at _____ in _____ County, Texas.

Recorded in _____ of the _____ records of this office.

By _____ County Clerk
 _____ Deputy

When recorded returns to _____

Filed Pursuing a Subdivision Co., Houston, Texas

509571

OIL, GAS AND MINERAL LEASE

FILED
1992

THIS AGREEMENT made this 19th day of November, 1992, between
S. Hoshel Smith, Acting in his sole and separate property.

93 JAN -7 PM 3:22
Joshua

Lessor (whether one or more), whose address is: 207 Ketchum, Navasota, TX 77868
and UNION PACIFIC RESOURCES COMPANY, 801 Cherry, Fort Worth, TX 76102
WITNESSETH:

1. Lessor in consideration of Ten and OVC Dollars,
\$ 10.00 in hand paid, of the royalties herein provided, and of the agreements of Lessor herein contained, hereby grants, leases and lets exclusively

unto Lessor 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 THEREOF FOR DESCRIPTIVE
PURPOSES ONLY

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 118.75 acres, whether it actually comprises more or less.

2. 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. The royalties to be paid by Lessor are: (a) on oil, 30% of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor in the proportion to which the well is producing; Lessor may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) to pay lease on gas and casinghead gas produced from said land (1) when sold by Lessor, 30% 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, 30% of the amount realized from the sale of gasoline or other products extracted therefrom and 30% of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; while there is a gas well on this lease or on 118.75 acres of the land covered hereby or any portion thereof or used, Lessor may pay as royalty, on or before ninety (90) days after the date on which (1) said well is shut in, or (2) the land covered hereby or any portion thereof is included in a pooled unit on which a well is located, or (3) this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and thereafter at annual intervals on or before the anniversary of the date the first payment is made, a sum equal to the amount of the annual rental payable in lieu of drilling operations during the primary term on the number of acres subject to this lease at the time such payment is made, and if such payment is made or tendered, this lease shall not terminate, and it will be considered that gas is being produced from this lease in paying quantities; and (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessor's election, except on sulphur mined and marketed the royalty shall be fifty cents (50¢) per long ton. Lessor shall have free use of oil, gas, coal, and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used.

4. Lessor, 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 Lessor'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 Lessor, 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. 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 in 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 or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil and gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 3 of this lease, and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis—that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty 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 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.

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 Lessor shall pay or tender (or shall make a bona fide attempt to pay or tender, as hereinafter

stated) to Lessor or to the credit of Lessor in Navasota Bank at Navasota

Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of one hundred forty eight and 45/100

Dollars (\$ 148.45), (herein called rentals), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessor mailed or delivered to the parties entitled thereto or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessor shall not be held in default for failure to make such payment or tender or rental until thirty (30) days after Lessor shall deliver to Lessor a proper recordable instrument naming another bank as agent to receive such payments or tenders. If Lessor shall, on or before any anniversary date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto according to Lessor's records or to a Lessor, who, prior to such attempted payment or deposit, has given Lessor notice, in accordance with subsequent provisions of this lease, of his right to receive rental, and if such payment or deposit shall be ineffective or erroneous in any regard, Lessor shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, and this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective rental payment or deposit had been properly made, provided that the erroneous or ineffective rental payment or deposit be corrected within 30 days after receipt by Lessor of written notice from such Lessor of such error accompanied by such instruments as are necessary to enable Lessor to make proper payment. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessor may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases of this lease as to all or any part of the above-described premises, or of any mineral or horizon under all or any part thereof, and thereby be relieved of all obligations as to the released land or interest. If this lease is released as to all minerals and horizon under a portion of the land covered by this lease, the rentals and other payments computed in accordance thereto 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.

1687 PAGE 25 TX-46616(2) *lu*

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 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 Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

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

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

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, 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 Lessor's interest is herein specified or not), or no interest therein, then the royalties, delay rental, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

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

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

S. Hoshel Smith
 S. Hoshel Smith -

STATE OF Texas
 COUNTY OF Brazos
 Before me, the undersigned authority, on this day personally appeared

INDIVIDUAL ACKNOWLEDGMENT
S. Hoshel Smith

knows to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19 day of April, 1955

My Commission Expires 9/29/1955
 Notary Public in and for GILMER County, State of TEXAS

STATE OF TEXAS
 COUNTY OF BRAZOS
 Before me, the undersigned authority, on this day personally appeared

and THOMAS F. MAYNARD husband and wife, known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 19____
 My Commission Expires _____
 Notary Public in and for _____ County, State of _____

1687 page 26

This instrument was filed for record on the _____ day of _____, 19____ at _____ M., and duly recorded in _____ of the _____ records of this office.
 Book _____ Page _____
 By _____ County Clerk
 Deputy _____
 When recorded returns to _____
 Printed Printing & Stationery Co., Houston, Texas

Produced in 16 1/2" format with left margin printing provisions

TO FROM
 Oil, Gas and Mineral Lease

EXHIBIT :A*

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated November 19, 1992 by and between S.Hoshel Smith, as Lessor, and UNION PACIFIC RESOURCES COMPANY, 801 Cherry, Fort Worth, Texas 76102-6803, as Lessee, covering 118.75 acres of land, more or less, situated in Brazos County, Texas.

FIRST TRACT - 109.5 acres of land, more or less, a part of the A.Millican Survey, A-39, Brazos County, Texas being described in that certain deed dated November 20, 1954 from S.H.Smith et ux to Wallace W.Wyat, Recorded in Volume 166, Page 226, Deed Records, Brazos County, Texas.

SECOND TRACT - 9.25 acres of land, more or less, a part of the J.M.Walker Survey, A-244 and the William Dunlap Survey, A-107, Brazos County, Texas being described in that certain deed dated February 14, 1961 from S.H.Smith, Sr et ux to S.H.Smith, Jr., Recorded in Volume 209, Page 49, Deed Records, Brazos County, Texas.

SIGNED FOR IDENTIFICATION -


S.Hoshel Smith

1687 27

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. 1687, Page 25 in Official Records of said County on file in my office.

ATTEST 5-18-93

Mary Ann Ward, County Clerk
Brazos County, Texas

Walter Smith, Deputy



509567

FOUND PRINTING & STATIONERY COMPANY
2312 FANNIN, HOUSTON, TEXAS 77001, (713) 659-3199

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 20th day of November 1992
Ellen Ruth Sebren, Acting in her sole and separate property

FILED

93 JAN -7 PM 3-22

LESSOR (whether one or more), whose address is: 529 Mockingbird Lane, Nacogdoches, TX 75961
and UNION PACIFIC RESOURCES COMPANY, 801 Cherry, Fort Worth, TX 76107-6803

1. Lessor in consideration of Ten and OVC Dollars (\$ 10.00)

is 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:

**SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART THEREOF FOR DESCRIPTIVE
PURPOSES ONLY**

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 118.75 acres, whether it actually comprises more or less.

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

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, within Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said lease 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 as a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units hereafter 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 units in to 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. 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 recording the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil and gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease, and the entire acreage consisting 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 for in each such separate tract and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit which it is producing and not as production from a gas pooled unit, and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

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

Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of one hundred forty eight and 45/100 Dollars (\$ 148.45), (herein called rentals), which shall cover the

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

1687 PAGE 13 TX-46616 (1) *la*

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

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

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessor; 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 Lessor's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of the decedent or the estate of the decedent 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 decedent and that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rentals to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

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

10. 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 Lessor's interest is herein specified or not), or no interest therein, then the royalties, delay rental, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

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

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

Ellen Ruth Sebren
Ellen Ruth Sebren -

STATE OF Texas INDIVIDUAL ACKNOWLEDGMENT
COUNTY OF _____
Before me, the undersigned authority, on this day personally appeared Ellen Ruth Sebren

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

Given under my hand and seal of office this 27th day of NOV, 1992
My Commission Expires 1-31-93
Notary Public in and for Wheeler County, State of TEXAS

STATE OF TEXAS HUSBAND AND WIFE ACKNOWLEDGMENT
COUNTY OF Wheeler

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

Given under my hand and seal of office this _____ day of _____, 19____
My Commission Expires _____
Notary Public in and for _____ County, State of _____

1687 PAGE 14

Oil, Gas and Mineral Lease
FROM _____ TO _____
This instrument was filed for record on the _____ day of _____, 19____ at _____, and duly recorded in _____ County, Texas.
Book _____ Page _____
of the _____ records of this office.
By _____ County Clerk
When recorded return to _____
Federal Printing & Stationery Co., Houston, Texas

EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated November 20, 1992 by and between Ellen Ruth Sebren, as Lessor, and UNION PACIFIC RESOURCES COMPANY, 801 Cherry, Fort Worth, TX 76102-6803, as Lessee, covering 118.75 acres of land, more or less, situated in Brazos County, TX.

118.75 acres of land, more or less, a part of the A. Millican Survey, A-39 and the J.M. Walker Survey, A-244 and the William Dunlap Survey, A-107, Burleson County, TX being described as follows -

FIRST TRACT - 109.5 acres of land, more or less, a part of the A. Millican Survey, A-39, Brazos County, TX being described in that certain deed dated November 20, 1954 from S.H. Smith et ux to Wallace W. Wyatt, Recorded in Volume 166, Page 226, Deed Records, Brazos County, TX.

SECOND TRACT - 9.25 acres of land, more or less, part of the J.M. Walker Survey, A-244 and the William Dunlap Survey, A-107, Brazos County, TX, being described in that certain deed dated February 14, 1961 from S.H. Smith, Sr. et ux to S.H. Smith, Jr., Recorded in Volume 209, Page 49, Deed Records, Brazos County, TX.

SIGNED FOR IDENTIFICATION-

Ellen Ruth Sebren

1687 ~~rec~~ 15

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. 1687, Page 13 in Official Records of said County on file in my office. 5-18-93

ATTEST

Mary Ann Ward, County Clerk
Brazos County, Texas

[Signature], Deputy



509572

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 17th day of November
S. Hoshel Smith and wife, Glenna Smith

5142-50

99 JAN - 7 PM 3: 22

Lessor (to her or more), whose address is: 207 Ketcham, Navasota, TX 77868
and UNION PACIFIC RESOURCES COMPANY, 801 Cherry, Fort Worth, TX 76102-6803

1. Lease in consideration of Ten and OVC Dollars
10.00

to, 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 type lines, building roads, tanks, power stations, telephone lines and other structures, the use and operation of which are necessary to the carrying out of the lease 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 DESCRIPTIVE PURPOSES
ONLY.



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 173.72 acres, whether it actually comprises more or less.

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

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well as a regular location or for obtaining maximum allowable from any well to be drilled, drilled or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulatory authority. Lessee under the provisions hereof may pool or combine acreage covered by this lease on 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 to 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. 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 otherwise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit such operations shall be considered as operations for drilling on or production of oil and gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease, and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocations 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 for 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 as to the net production therefrom from such land. The production from an oil well will be considered as production from the lease or oil 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 lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or extension 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" means 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

assented) to Lessor or to the credit of Lessor in Navasota Bank at Navasota

Texas, (which bank and its successors are Lessor's agents and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rental) the sum of four hundred thirty four and 30/100 Dollars (\$ 434.30), (herein called rentals), which shall cover the

privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to the parties entitled thereto or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender or rental until thirty (30) days after Lessee shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. If Lessee shall, on or before any anniversary date, make a bona fide attempt to pay or deposit rental in a Lessor entitled thereto according to Lessee's records or to a Lessor, who, prior to such attempted payment or deposit, has given Lessee notice in accordance with subsequent provisions of this lease, of his intent to receive rental, and if such payment or deposit shall be ineffective or erroneous in any regard, Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, and Lessee shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective rental payment or deposit had been properly made, provided that if the erroneous or ineffective rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error, Lessee's obligations as herein provided shall be terminated and Lessee shall be deemed to have made proper payment. The down cash payment in consideration for this lease according to its terms and it shall be allocated as a mere rental for a period. Lessee may at any time or from time to time execute any deed or conveyance to Lessor or to the depository above named or place of record a mortgage or mortgages of this lease as to all or any part of the above described premises, or of any mineral or horizon under all or any part thereof, and thereby be relieved of all obligations to be released and interest. If a lease is released as to all minerals and horizon under a portion of the land covered by this lease, the rentals and other payments computed in accordance therewith shall thereupon be readjusted 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.

1687 page 28 TX-46616(3) dm

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

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

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligations hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of the decedent 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 decedent 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 parts of said rentals to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

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

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, 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 Lessor's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, delay rental, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessor to reduce royalties.

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

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

S. Hoshel Smith
S. Hoshel Smith -

Glenna Smith
Glenna Smith -

STATE OF Texas
COUNTY OF Brazos

INDIVIDUAL ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared S. Hoshel Smith and Glenna Smith

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

Given under my hand and seal of office this 18th day of Nov, 1992

My Commission Expires 10-8-94 Notary Public in and for Grimes County, State of Texas

STATE OF Texas HUSBAND AND WIFE ACKNOWLEDGMENT
COUNTY OF Grimes

Before me, the undersigned authority, on this day personally appeared S. Hoshel Smith & Glenna Smith

and husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of Nov, 1992 Lucy Poppe

My Commission Expires 10-8-94 Notary Public in and for Grimes



1687 PAGE 29

This instrument was filed for record on the _____ day of _____, 19____ at _____ County, Texas.

Book _____ Page _____

of the _____ records of this office.

By _____ County Clerk

Where recorded return to _____ District

Filed Printing & Stationery Co., Houston, Texas

Oil, Gas and Mineral Lease

TO

FROM

EXHIBIT "A"

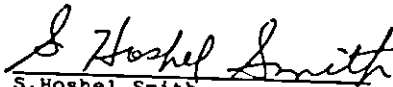
Attached to and made a part of that certain Oil, Gas and Mineral Lease dated November 17, 1992 by and between S. Hoshel Smith et ux Glenna Smith, as Lessor and UNION PACIFIC RESOURCES COMPANY, 801 Cherry, Fort Worth, Texas 76102-6803, as Lessee covering 173.72 acres, more or less, situated in Brazos County, Texas.

173.72 acres of land, more or less, a part of the J.M.Walker Survey, A-244 and the William Dunlap Survey, A-107, Brazos County, Texas being described as follows -

FIRST TRACT - 164.47 acres of land, more or less, a part of the William Dunlap Survey, A-107, Brazos County, Texas being described as two tracts in that certain deed dated October 10, 1959 from Silas H. Smith, Jr. to E.E. Allen, Recorded in Volume 203, Page 365, Deed Records, Brazos County, Texas.

SECOND TRACT - 9.25 acres of land, more or less, a part of the J.M.Walker Survey, A-244 and the William Dunlap Survey, A-107, Brazos County, Texas being described in that certain deed dated February 14, 1961 from S.H. Smith, Sr. et ux to S.H. Smith, Jr., Recorded in Volume 209, Page 49, Brazos County, Texas.

SIGNED FOR IDENTIFICATION -


S. Hoshel Smith


Glenna Smith

1687 REV. 30

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. 1687, Page 28 in Official Records of said County on file in my office.

ATTEST

5-18-93

Mary Ann Ward, County Clerk
Brazos County, Texas

Gerald Burch, Deputy



518582

SEISMIC EXPLORATION AGREEMENT AND OPTION FOR LEASE

STATE OF TEXAS

§

COUNTY OF BRAZOS

§

FILED
92 APR 20 PM 4:17
CLERK COUNTY CLERK
OF BRAZOS COUNTY TEXAS
Johnella

THIS AGREEMENT made and entered into this the 16th day of November, 1992, by the between Shelby J. Lee, et ux Sharon L. Lee (hereinafter referred to as "Lessor", whether one or more), whose address is P. O. Box 9856, College Station, Texas 77840, and Union Pacific Resources Company, 801 Cherry Street, Fort Worth, Texas 76102-6803, (hereinafter referred to as "Lessee").

WITNESSETH

In consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, and of the covenants and agreements of Lessee herein, Lessor hereby grants to Lessee the right and privilege to enter upon and conduct exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods upon the lands located in Brazos County, Texas, described in Exhibit "A" attached hereto and made apart, hereof for descriptive purposes, (hereinafter referred to as "Said Land").

The rights and privileges granted herein shall be for a term of one (1) year from and after the date hereof and shall terminate at the end of said period, and all rights and privileges granted to Lessee hereunder shall then cease, except such rights as Lessee may acquire by exercise of the options hereinafter mentioned. Lessee agrees to properly plug all holes or excavations created by or for Lessee or any of Lessee's contractors or subcontractors in connection herewith or who may have entered the premises upon authorization of Lessee. Lessee agrees that no fences shall be cut nor any gates or cattle guards removed without the written consent of Lessor or Lessor's agent, and Lessee further agrees to keep all gates used by it or its agents, employees, contractors, or subcontractors, closed at all times to prevent escape of cattle. Lessor and Lessee agree that the consideration set forth hereinabove is for Lessee's right and privilege to enter upon and conduct exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods upon Said Land. Lessee agrees to pay Lessor a reasonable amount for actual damages incurred as a result of Lessee's operations on the surface of Said Land, such operations on the surface to be in compliance with the provisions provided in the lease form attached hereto as Exhibit "B".

Further, in consideration of the premises and of the covenants contained herein, Lessor hereby grants to Lessee the right and option to acquire from Lessor, oil, gas and mineral lease (s), upon a form identical to the copy attached hereto as Exhibit "B" reference to which is made for all purposes. Lessor covenants and agrees that such lease (s) may cover all of Said Land or such portion of Said Land, as Lessee in its sole discretion, may elect. This option shall extend for a period of one (1) year from and after the date hereof. If Lessee elects to exercise such option within said period of time. Lessee shall notify Lessor, by certified mail, return receipt requested, at the address stated above, that it desires to exercise an option to purchase oil, gas and mineral lease (s) and shall designate in such notice that all or a portion of Said Land is to be covered by the oil, gas and mineral lease (s). If no option is exercised by Lessee within said period of time, the same shall cease and terminate and be of no further force and effect and neither party shall owe to the other any further obligation hereunder. If Lessee elects to exercise any option, it shall pay or tender to Lessor the sum of Forty and No/100 Dollars, (\$40.00), per net mineral acre on all or any portion of Said Land to be covered by the oil, gas and mineral lease (s). Upon receipt of payment, Lessor shall execute oil, gas and mineral lease (s) utilizing the form of lease attached hereto as Exhibit "B", covering lands which Lessee has selected.

This instrument is binding upon Lessor and Lessee and shall inure to the benefit of their respective heirs, legal representatives, successors and assigns.

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

SWJ
Shelby J. Lee

SSN: [REDACTED]

Sharon L. Lee
Sharon L. Lee

SSN: [REDACTED]

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on 19th day of November, 1992, by
Shelby J. Lee, et ux, Sharon L. Lee

T.G. Thompson
Notary Public, State of Texas

MY COMMISSION EXPIRES:
10-12-94

T.G. Thompson
Notary Public Printed Name

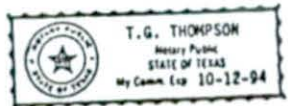


EXHIBIT "A"

Attached to and made a part of that certain SEISMIC EXPLORATION AGREEMENT AND OPTION FOR LEASE dated November 16, 1992 by and between Shelby J. Lee et ux Sharon L. Lee, as Lessors and UNION PACIFIC RESOURCES COMPANY, 801 Cherry, Fort Worth, Texas 76102-6803, as Lessee.

36.25 acres of land, more or less, a part of the Andrew Millican Survey, A-39, Brazos County, Texas and being described by that certain deed dated August 9, 1991 from Lesley Lois Meineke to Shelby J. Lee et ux Sharon J. Lee, Recorded in Volume 1314, Page 98, Deed Records, Brazos County, Texas.

SIGNED FOR IDENTIFICATION



Shelby J. Lee



Sharon L. Lee

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

vol 1773 page 326

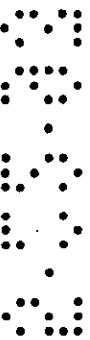
M-95348
Adj. Clk
11

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. 1713, Page 324 in Official Records of said County on file in my office.

ATTEST 5-18-93

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





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-95348
UPR Prop. No. 080207

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 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 similar 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.

PROPERTY NUMBER: 080207 PRODUCT(S):CONDENSATE
 PROPERTY NAME: SELECTED LANDS-PAVALOCK UT #1 COUNTY/PARISH: BRAZOS
 OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS
 LEGAL DESCRIPTION: WILLIAM DUNLAP SURVEY, A-107.

STATE OF TEXAS 005772101001
 % COMMISSION GEN. LAND OFFICE
 1700 N CONGRESS AVENUE
 STEPHEN F. AUSTIN BLDG. 120
 AUSTIN TX 78701

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

OWNER SIGNATURE(S)/CORPORATE TITLE SIGNATURE OF WITNESS #1

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	0.002767
2290489 01	001	MARY LOIS WICKES DAVIS	RI	0.001011
2290491 01	001	HENRY G. WICKES JR.	RI	0.001011
2290510 01	001	ANNE E MCDOWELL	RI	0.000337
2290522 01	001	LONNIE O WILKERSON III	RI	0.000337
2290534 01	001	TYREE BOND WILKERSON	RI	0.000337

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
2290546 01	001	SARAH WILKERSON HOLMGREEN	RI	0.001011
2302855 01	001	BILLIE GWEN KEYSER LEMON AND DON LEMON	RI	0.000773
2302867 01	001	GLADYS MILO JOHNSON AND WILLIAM L JOHNSON	RI	0.006382
2302900 01	001	NEELY KEYSER NICKEL AND JEAN L NICKEL	RI	0.000773
2329284 01	001	LOIS C. SMITH/TRUST	RI	0.001547
2329296 01	001	FRED D. SMITH	RI	0.001547
2329315 01	001	WARREN V. SMITH	RI	0.001547
2329327 01	001	ALFRED C. SMITH JR.	RI	0.001547
2332604 01	001	F. L. POOL	RI	0.004044
2332785 01	001	S. HOSHEL SMITH JR. AND GLENNA F. SMITH	RI	0.001007
2343022 01	001	KNOX T. WILLIAM III	RI	0.003825
2343046 01	001	MILLICAN, LAND & ROYALTY TRUST	RI	0.012134
2350377 01	001	ELLEN RUTH SEBREN	RI	0.013403
2350822 01	001	ELIZABETH S WAGNER HETHERINGTO	RI	0.000228
2350834 01	001	NANCY W KENT	RI	0.000057
2350846 01	001	EUGENE H WAGNER/JR	RI	0.000057
2350858 01	001	RANDALL S WAGNER	RI	0.000057
2350860 01	001	SUSAN MARTHA WAGNER HOGARTY	RI	0.000057
2350884 01	001	RALPH HOWARD MITCHELL/JR	RI	0.002022
2350896 01	001	WILLIAM T MITCHELL	RI	0.002022
2350941 01	001	W.C. MITCHELL, ESTATE	RI	0.008089
2360570 01	001	FRANK D COX	RI	0.022188

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 similar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC) when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.
2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.
3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.
4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.
5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.
6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.
7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.
8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.
9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars (\$25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars (\$25.00).
10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.



OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2365020 01	001	SELECTED LANDS LTD #15	RI	0.035812
2365032 01	001	JERRY HUGHES AND WIFE LINDA HUGHES	RI	0.002725
2365044 01	001	S HOSHEL SMITH	RI	0.013403
2365056 01	001	MICHAEL S PERTL AND WIFE REBECCA R PERTL	RI	0.003404
2365068 01	001	SHELBY J LEE AND SHARON L LEE	RI	0.002800
2365082 01	001	BENJAMIN A ALLEN	RI	0.000232
2365094 01	001	DOROTHY ALLEN DRUGGER	RI	0.000232
2365101 01	001	BARBARA ALLEN ALBRICHT	RI	0.000232
2365113 01	001	INA MAE ALLEN BARKER	RI	0.000232
2365125 01	001	NINA MEARL ALLEN LUNSFORD	RI	0.000232
2365137 01	001	HENRY LOUIS ALLEN SR	RI	0.000232
2365149 01	001	EBBIE EDWARD ALLEN JR	RI	0.000232
2365151 01	001	LESLIE PAUL ALLEN SR	RI	0.000232
2365163 01	001	ELLEN MAXY VAUGHN/ESTATE	RI	0.005563
2365175 01	001	MALCOLM GERNGROSS	RI	0.001018
2365187 01	001	ALICE GERNGROSS	RI	0.000527
2365199 01	001	MALCOLM GERNGROSS AND WIFE PATRICIA GERNGROSS	RI	0.002700
2365206 01	001	MICHAEL WAYNE PAVALOCK AND WIFE JANET L PAVALOCK	RI	0.002646
2365218 01	001	JAMES A PAVALOCK AND WIFE VALERIA PAVALOCK	RI	0.001490
2365220 01	001	DALE O SPIRES AND WIFE ANNA L SPIRES	RI	0.002837
2365232 01	001	SLOAN WILLIAMS	RI	0.003825

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 similar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC) when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.
2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.
3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.
4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.
5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.
6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.
7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.
8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.
9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars (\$25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars (\$25.00).
10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2365244 01	001	MINNIE M MILOR/TRUST	RI	0.006382
1536001 01	001	UNION PACIFIC RESOURCES CO.	WI	0.466690
1536001 01	002	UNION PACIFIC RESOURCES CO.	WI	0.081935
2166491 01	001	TORCH ENERGY ASSOCIATES	WI	0.091423
2231187 01	001	NUEVO ENERGY COMPANY	WI	0.182847

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 similar 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.



A Subsidiary of Union Pacific Corporation

DIVISION ORDER

DATE: 09/16/94

ME

PROPERTY NUMBER: 080207 PRODUCT(S): GAS
PROPERTY NAME: SELECTED LANDS-PAVALOCK UT #1 COUNTY/PARISH: BRAZOS
OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS
LEGAL DESCRIPTION: WILLIAM DUNLAP SURVEY, A-107.

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

005772101001

200

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

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

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	0.002767

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 similar 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.

PROPERTY NUMBER: 080207 PRODUCT(S):GAS
 PROPERTY NAME: SELECTED LANDS-PAVALOCK UT #1 COUNTY/PARISH: BRAZOS
 OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS
 LEGAL DESCRIPTION: WILLIAM DUNLAP SURVEY, A-107.

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

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

OWNER SIGNATURE(S)/CORPORATE TITLE SIGNATURE OF WITNESS #1

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	0.002767
2290489 01	001	MARY LOIS WICKES DAVIS	RI	0.001011
2290491 01	001	HENRY G. WICKES JR.	RI	0.001011
2290510 01	001	ANNE E MCDOWELL	RI	0.000337
2290522 01	001	LONNIE O WILKERSON III	RI	0.000337
2290534 01	001	TYREE BOND WILKERSON	RI	0.000337

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 similar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC) when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.
2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.
3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.
4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.
5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.
6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.
7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.
8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.
9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars (\$25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars (\$25.00).
10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.



OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2290546 01	001	SARAH WILKERSON HOLMGREEN	RI	0.001011
2302855 01	001	BILLIE GWEN KEYSER LEMON AND DON LEMON	RI	0.000773
2302867 01	001	GLADYS MILO JOHNSON AND WILLIAM L JOHNSON	RI	0.006382
2302900 01	001	NEELY KEYSER NICKEL AND JEAN L NICKEL	RI	0.000773
2329284 01	001	LOIS C. SMITH/TRUST	RI	0.001547
2329296 01	001	FRED D. SMITH	RI	0.001547
2329315 01	001	WARREN V. SMITH	RI	0.001547
2329327 01	001	ALFRED C. SMITH JR.	RI	0.001547
2332604 01	001	F. L. POOL	RI	0.004044
2332785 01	001	S. HOSHEL SMITH JR. AND GLENNA F. SMITH	RI	0.001007
2343022 01	001	KNOX T. WILLIAM III	RI	0.003825
2343046 01	001	MILLICAN, LAND & ROYALTY TRUST	RI	0.012134
2350377 01	001	ELLEN RUTH SEBREN	RI	0.013403
2350822 01	001	ELIZABETH S WAGNER HETHERINGTO	RI	0.000228
2350834 01	001	NANCY W KENT	RI	0.000057
2350846 01	001	EUGENE H WAGNER/JR	RI	0.000057
2350858 01	001	RANDALL S WAGNER	RI	0.000057
2350860 01	001	SUSAN MARTHA WAGNER HOGARTY	RI	0.000057
2350884 01	001	RALPH HOWARD MITCHELL/JR	RI	0.002022
2350896 01	001	WILLIAM T MITCHELL	RI	0.002022
2350941 01	001	W.C. MITCHELL, ESTATE	RI	0.008089
2360570 01	001	FRANK D COX	RI	0.022188

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 similar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC) when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.
2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.
3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.
4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.
5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.
6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.
7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.
8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.
9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars (\$25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars (\$25.00).
10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2365020 01	001	SELECTED LANDS LTD #15	RI	0.035812
2365032 01	001	JERRY HUGHES AND WIFE LINDA HUGHES	RI	0.002725
2365044 01	001	S HOSHEL SMITH	RI	0.013403
2365056 01	001	MICHAEL S PERTL AND WIFE REBECCA R PERTL	RI	0.003404
2365068 01	001	SHELBY J LEE AND SHARON L LEE	RI	0.002800
2365082 01	001	BENJAMIN A ALLEN	RI	0.000232
2365094 01	001	DOROTHY ALLEN DRUGGER	RI	0.000232
2365101 01	001	BARBARA ALLEN ALBRICHT	RI	0.000232
2365113 01	001	INA MAE ALLEN BARKER	RI	0.000232
2365125 01	001	NINA MEARL ALLEN LUNSFORD	RI	0.000232
2365137 01	001	HENRY LOUIS ALLEN SR	RI	0.000232
2365149 01	001	EBBIE EDWARD ALLEN JR	RI	0.000232
2365151 01	001	LESLIE PAUL ALLEN SR	RI	0.000232
2365163 01	001	ELLEN MAXY VAUGHN/ESTATE	RI	0.005563
2365175 01	001	MALCOLM GERNGROSS	RI	0.001018
2365187 01	001	ALICE GERNGROSS	RI	0.000527
2365199 01	001	MALCOLM GERNGROSS AND WIFE PATRICIA GERNGROSS	RI	0.002700
2365206 01	001	MICHAEL WAYNE PAVALOCK AND WIFE JANET L PAVALOCK	RI	0.002646
2365218 01	001	JAMES A PAVALOCK AND WIFE VALERIA PAVALOCK	RI	0.001490
2365220 01	001	DALE O SPIRES AND WIFE ANNA L SPIRES	RI	0.002837
2365232 01	001	SLOAN WILLIAMS	RI	0.003825

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 similar 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

PAGE 4
PROPERTY NUMBER 080207

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2365244 01	001	MINNIE M MILOR/TRUST	RI	0.006382
1536001 01	001	UNION PACIFIC RESOURCES CO.	WI	0.466690
1536001 01	002	UNION PACIFIC RESOURCES CO.	WI	0.081935
2166491 01	001	TORCH ENERGY ASSOCIATES	WI	0.091423
2231187 01	001	NUEVO ENERGY COMPANY	WI	0.182847

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 similar 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.



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

M. 95348
DIVISION Order
File Dated DEC 12 1994

(12)

DO NOT DESTROY

GLO-36-10-84

-MEMO-

Operator UPRC

Unit Name Selected LANDS - Pavalock

County Brazos

Effective Date 5-6-94

Unitized for: Oil Gas Oil & Gas

1. M.F. No. 095348

Area HROW Tr. 1

Sec. Blk. Survey

11.39				
823.38	x	<u>1/5</u>		<u>.2764</u> %
<u>.013824</u>		<u>.20000</u>		<u>.002764</u>

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: MS 3-21-00

DESIGNATION OF UNIT

SELECTED LANDS - PAVALOCK UNIT NO. 1

STATE OF TEXAS

COUNTY OF BRAZOS

REGISTERED
 COUNTY CLERK
 BRAZOS COUNTY
 TEXAS
 [Signature]
 [Stamp]

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

The undersigned reserves the right to amend this Designation of Unit from time to time, and at any time, in order to correct any error herein or to include in this Unit any newly acquired interests within the Unit boundaries or to enlarge 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 do not exhaust their right to pool the leases and lands hereinabove described with other leases and lands as to any other minerals, horizon, or strata covered thereby, and they expressly reserve to themselves, their assignees, or successors in interest, the right and power to pool or unitize the above described leases and lands with any other leases, lands, horizons, or strata in the vicinity and so far as the power, right, and authority to do so is granted in the subject leases and various agreements and so long as such power and authority is exercised in accordance with applicable rules and regulations of any governmental regulatory body or agency having jurisdiction.

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument.

Executed signature pages from different originals of this instrument may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument. This Unit may not be ratified or joined in by any party who is not named hereinbelow without the consent of the parties hereto.

The Unit hereby created shall be effective as of the date 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 6th day of MAY, 1994.

UNION PACIFIC RESOURCES COMPANY

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

JB
JCM

TORCH ENERGY ASSOCIATES LTD.

By: _____
Its: _____

Approval
[Signature]

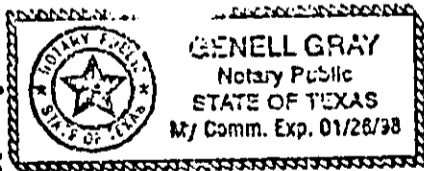
NUEVO ENERGY COMPANY

By: _____
Its: _____

Approval
[Signature]

STATE OF TEXAS
COUNTY OF TARRANT

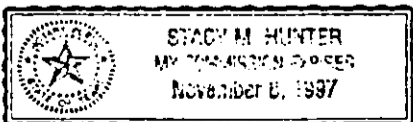
This instrument was acknowledged before me on the 9th day of MAY, 1994, by Carolyn J. David, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.



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

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 17th day of May, 1994, by Matthew S. Ramsey, the Vice President of TORCH ENERGY ASSOCIATES LTD., a Texas Ltd. Partnership, on behalf of said corporation.



Stacy M. Hunter
Notary Public in and for the
State of Texas
My commission expires: 11-8-97

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 17th day of May, 1994, by Matthew S. Pansky, Vice President of NUEVO ENERGY COMPANY, a Delaware corporation, on behalf of said corporation.



Stacy M. Hunter
Notary Public in and for the
State of Texas
My commission expires: 11-8-97

Law Department Approved
DESUNIT.1 (Revised 4/4/94)

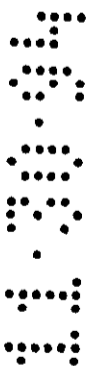


Exhibit "A"

Attached to and made a part of that certain "Designation of Unit - Selected Lands - Pavalock Unit No. 1" dated MAY 6, 1994.

Lease #: TX1-46276
Lessor: Jerry Hughes, et ux
Lessee: Union Pacific Resources Company
Dated: December 15, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1715, Page 138

Lease #: TX1-46612
Lessor: Selected Lands, Ltd. #15
Lessee: Union Pacific Resources Company
Dated: December 8, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1687, Page 016

Lease #: TX1-46616(1)
Lessor: Ellen Ruth Sebren
Lessee: Union Pacific Resources Company
Dated: November 20, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1687, Page 013

Lease #: TX1-46616(2)
Lessor: S. Hoshel Smith
Lessee: Union Pacific Resources Company
Dated: November 19, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1687, Page 025

Lease #: TX1-46616(3)
Lessor: S. Hoshel Smith, et ux
Lessee: Union Pacific Resources Company
Dated: November 17, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1687, Page 028

Lease #: TX1-46616(4)
Lessor: Lesley L. Meineke, et al
Lessee: Union Pacific Resources Company
Dated: December 15, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1715, Page 140

Lease #: TX1-46616(5)
Lessor: Shelby J. Lee, et ux
Lessee: Union Pacific Resources Company
Dated: September 15, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1925, Page 085

Lease #: TX1-46616(6)
Lessor: Michael S. Pertl, et ux
Lessee: Union Pacific Resources Company
Dated: April 15, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1803, Page 113

Lease #: TX1-47019(1)
Lessor: Minnie Milo
Lessee: Union Pacific Resources Company
Dated: December 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1726, Page 286
Amended: Volume 1930, Page 125

Lease #: TX1-47019(2)
Lessor: Donald Wayne Lemon, et ux
Lessee: Union Pacific Resources Company
Dated: December 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1726, Page 278

Lease #: TX1-47019(3)
Lessor: Malcolm F. Gerngross, et al
Lessee: Union Pacific Resources Company
Dated: November 19, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1726, Page 300

Selected Lands - Pavalock Unit No. 1

Lease #: TX1-47019(4)
Lessor: William L. Johnson, et ux
Lessee: Union Pacific Resources Company
Dated: December 18, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1726, Page 270
Amended: Volume 1858, Page 283

Lease #: TX1-47019(5)
Lessor: Neely Keyser Nickle, et ux
Lessee: Union Pacific Resources Company
Dated: December 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1737, Page 303

Lease #: TX1-47019(6)
Lessor: Dale Spires, et ux
Lessee: Union Pacific Resources Company
Dated: November 15, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1687, Page 031

Lease #: TX1-47019(7)
Lessor: Michael W. Pavalock, et ux
Lessee: Union Pacific Resources Company
Dated: November 15, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1690, Page 001

Lease #: TX1-47019(8)
Lessor: James A. Pavalock, et ux
Lessee: Union Pacific Resources Company
Dated: November 15, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1690, Page 004

Lease #: TX1-47019(9)
Lessor: Malcolm F. Gerngross, et ux
Lessee: Union Pacific Resources Company
Dated: January 14, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1715, Page 135

Lease #: TX1-47029(6)
Lessor: S. Hoshel Smith
Lessee: Union Pacific Resources Company
Dated: February 3, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1746, Page 148

Lease #: TX1-47029(10)
Lessor: Ellen Ruth Sebren
Lessee: Union Pacific Resources Company
Dated: March 15, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1780, Page 108

Lease #: TX1-47029(11)
Lessor: Ellen Maxey Vaughn, et al
Lessee: Union Pacific Resources Company
Dated: March 16, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1786, Page 161

Lease #: TX1-48059(1)
Lessor: Ellen Ruth Sebren
Lessee: Union Pacific Resources Company
Dated: April 20, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1803, Page 121

Lease #: TX1-48059(2)
Lessor: S. Hoshel Smith
Lessee: Union Pacific Resources Company
Dated: April 20, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1803, Page 124

Lease #: TX1-48556
Lessor: Lois Curd Smith, et al
Lessee: Union Pacific Resources Company
Dated: April 16, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1838, Page 008

Selected Lands - Pavalock Unit No. 1

Lease #: TX1-60206(1)
Lessor: Marguerite Bowles Mitchell, et al
Lessee: Union Pacific Resources Company
Dated: July 15, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1958, Page 114

Lease #: TX1-60206(2)
Lessor: Sarah Wilkerson Holmgreen, Executrix
Lessee: Union Pacific Resources Company
Dated: July 13, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1958, Page 209

Lease #: TX1-60206(3)
Lessor: Henry G. Wickes, Jr.
Lessee: Union Pacific Resources Company
Dated: July 13, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1958, Page 149

Lease #: TX1-60206(4)
Lessor: Mary Lois Wickes Davis
Lessee: Union Pacific Resources Company
Dated: July 13, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1957, Page 316

Lease #: TX1-60206(5)
Lessor: R. H. Mitchell, Jr.
Lessee: Union Pacific Resources Company
Dated: July 15, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1958, Page 036

Lease #: TX1-60206(6)
Lessor: W. T. Mitchell
Lessee: Union Pacific Resources Company
Dated: July 15, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1958, Page 071

Lease #: TX1-60206(7)
Lessor: Harold Franke, Executor
Lessee: Union Pacific Resources Company
Dated: August 24, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1957, Page 336

Lease #: TX1-60207(1)
Lessor: Marguerite Bowles Mitchell, et al
Lessee: Union Pacific Resources Company
Dated: July 15, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1958, Page 138

Lease #: TX1-60207(2)
Lessor: Sarah Wilkerson Holmgreen, Executrix
Lessee: Union Pacific Resources Company
Dated: July 13, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1958, Page 184

Lease #: TX1-60207(3)
Lessor: W. T. Mitchell
Lessee: Union Pacific Resources Company
Dated: July 15, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1958, Page 056

Lease #: TX1-60207(4)
Lessor: Mary Lois Wickes Davis
Lessee: Union Pacific Resources Company
Dated: July 13, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1957, Page 291

Lease #: TX1-60207(5)
Lessor: R. H. Mitchell, Jr.
Lessee: Union Pacific Resources Company
Dated: July 15, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1958, Page 051

Selected Lands - Pavalock Unit No. 1

Lease #: TX1-60207(6)
Lessor: Henry G. Wickes, Jr.
Lessee: Union Pacific Resources Company
Dated: July 13, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1958, Page 179

Lease #: TX1-60207(7)
Lessor: Harold Franke, Executor
Lessee: Union Pacific Resources Company
Dated: August 24, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1958, Page 011

Lease #: TX2-60052
Lessor: State of Texas
Lessee: Union Pacific Resources Company
Dated: September 7, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1916, Page 279

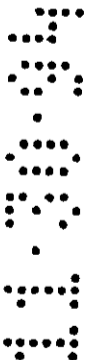


EXHIBIT "B" attached to and made a part of that certain "Designation of Unit - Selected Lands-Pavalock Unit No. 1" dated May 6, 1994.

Selected Lands-Pavalock Unit Well No. 1
823.38 Acre Unit
Union Pacific Resources Company
Wm. Dunlap Survey, A-107
James Walker Survey, A-244
T. H. Mayes Survey, A-160
Wm. Brooks & A. G. Perry Survey, A-73
Holden Evans Survey, A-15 &
Andrew Millican Survey, A-39
Brazos County, Texas

Field notes of an 823.38 acre tract or parcel of land, lying and being situated in the Wm. Dunlap Survey, Abstract No. 107, in the James Walker Survey, Abstract No. 244, in the T. H. Mayes Survey, Abstract No. 160, in the Wm. Brooks & A. G. Perry Survey, Abstract No. 73, in the Holden Evans Survey, Abstract No. 15, and in the Andrew Millican Survey, Abstract No. 39, Brazos County, Texas, and consisting of the following tracts:

All of the called 88.70 acre - Tract No. 1 and all of the called 88.70 acre - Tract No. 2 described in the deed from Selected Lands Corporation to Selected Lands, Ltd #15, as recorded in Volume 318, Page 319, of the Deed Records of Brazos County, Texas;

All of the called 13.50 acre - Second Tract (Second Part) described in the Partition Deed by and between Lois B. Smith, Linda Bramlett Hughes and George Bramlett, Jr., as recorded in Volume 236, Page 394, of the Deed Records of Brazos County, Texas;

All of the called 13.50 acre - Second Tract (First Part) described in the Partition Deed by and between Lois B. Smith, Linda Bramlett Hughes and George Bramlett, Jr., as recorded in Volume 236, Page 394, of the Deed Records of Brazos County, Texas;

All of the called 14.5 acre tract described in the deed from George D. Bramlett to A. C. Smith, et ux, as recorded in Volume 171, Page 70, of the Deed Records of Brazos County, Texas;

All of the called 1.07 acre tract described in the deed from Silas H. Smith, Jr., to E. E. Allen, as recorded in Volume 203, Page 365, of the Deed Records of Brazos County, Texas;

All of the called 9.25 acre tract described in the deed from S. H. Smith, Sr., et ux to S. H. Smith, Jr., as recorded in Volume 209, Page 491, of the Deed Records of Brazos County, Texas;

All of that certain triangular shaped tract containing 0.48 acre of land, more or less, located in the Wm. Dunlap Survey, Abstract No. 107, and being bounded as follows: on the northeast by the original southwest right-of-way line of State Hwy No. 6, on the south by the south line of the said Dunlap Survey, same being an easterly north line of the Dunlap Estate - called 943 acre tract described in Volume 78, Page 318, of the Deed Records of Brazos County, Texas, and on the west by the east line of the abovementioned 9.25 acre tract (209/491);

All of the called 28.000 acre tract described in the deed from Lesley S. Meineke, et ux, to Michael S. Pertl, et ux, as recorded in Volume 1193, Page 249, of the Official Records of Brazos County, Texas;

All of the called 36.25 acre tract described in the deed from Lesley L. Meineke to Shelby J. Lee, et ux, as recorded in Volume 1314 Page 98, of the Official Records of Brazos County, Texas;

Selected Lands-Pavalock Unit Well No. 1
823.38 Acre Unit
Union Pacific Resources Company
Wm. Dunlap Survey, A-107, etc.
Brazos County, Texas
Continued - Page 2

All of the called 1.94 acre tract described in the deed from S. H. Smith, et ux, to E. E. Allen, as recorded in Volume 236, Page 135, of the Deed Records of Brazos County, Texas;

All of the called 18.2 acre tract described in the deed from S. H. Smith, et ux, to Glenn G. Vaughn, et ux, as recorded in Volume 131, Page 517, of the Deed Records of Brazos County, Texas;

All of the called 25.2 acre tract described in the deed from S. H. Smith, et ux, to G. G. Vaughn, as recorded in Volume 138, Page 145, of the Deed Records of Brazos County, Texas;

All of the remainder of the called 109½ acre tract described in the deed from S. H. Smith, et ux, to Wallace W. Hyatt, as recorded in Volume 166, Page 226, of the Deed Records of Brazos County, Texas;

All of the called 113.98 acre tract (NET) described in the deed from William B. Pool to Lesley L. Meineke, et ux, as recorded in Volume 305, Page 515, of the Deed Records of Brazos County, Texas;

All of the called 15.00 acre tract described in the deed from Lesley Stewart Meineke to Lesley L. Meineke, as recorded in Volume 858, Page 28, of the Official Records of Brazos County, Texas;

All of the called 25.006 acre tract and all of the adjoining original right-of-way of Hwy No. 6 described in the deed from W. B. Keyser, et ali, to Malcolm Gerngross and Alice Gerngross, as recorded in Volume 475, Page 651, of the Deed Records of Brazos County, Texas;

All of the called 25.010 acre tract and all of the adjoining original right-of-way of Hwy No. 6 described in the deed from W. B. Keyser, et ali, to Max E. Turner, as recorded in Volume 475, Page 189, of the Deed Records of Brazos County, Texas;

All of the called 25.00 acre tract and all of the adjoining original right-of-way of Hwy No. 6 described in the deed from W. B. Keyser, et ali, to Michael W. Pavalock, et ux, as recorded in Volume 479, Page 545, of the Deed Records of Brazos County, Texas;

All of the called 14.000 acre tract and all of the adjoining original right-of-way of Hwy No. 6 described in the deed from W. B. Keyser, et ali, to James A. Pavalock, et ux, as recorded in Volume 479, Page 539, of the Deed Records of Brazos County, Texas;

All of the called 26.570 acre tract and all of the adjoining original right-of-way of Hwy No. 6 described in the deed from W. B. Keyser, et ali, to Dale O. Spires, et ux, as recorded in Volume 479, Page 551, of the Deed Records of Brazos County, Texas;

All of the called 100.03 acre - First Tract and all of the called 63.97 acre - 2nd Tract described in the deed from Roger Sloan Williams, et ux, to W. C. Mitchell, as recorded in Volume 210, Page 507, of the Deed Records of Brazos County, Texas;

Selected Lands-Pavalock Unit Well No. 1
823.38 Acre Unit
Union Pacific Resources Company
Wm. Dunlap Survey, A-107, etc.
Brazos County, Texas
Continued - Page 3

All of the called 1 acre tract (Roadside Park) described in the deed from S. H. Smith, et ux to the State of Texas, as recorded in Volume 91, Page 339, of the Deed Records of Brazos County, Texas;

Part of the called 11.874 acre lease tract (Lease No. M-95348) described in the Oil and Gas Lease from the State of Texas to Union Pacific Resources Company, as recorded in Volume 1916, Page 279, of the Official Records of Brazos County, Texas, and said 823.38 acre tract being more particularly described as follows:

BEGINNING at the 8" creosote post fence corner marking the southwest corner of the beforementioned 25.2 acre tract, same being an interior ell corner of the beforementioned 943 acre tract;

THENCE N 00° 10' 45" W along the common line between the beforementioned 25.2 acre tract, the beforementioned 18.2 acre tract and the beforementioned 943 acre tract for a distance of 1948.92 feet to a 4" cedar post fence angle point;

THENCE N 25° 24' 30" E continuing along the common line between the beforementioned 25.2 acre tract and the beforementioned 943 acre tract for a distance of 352.93 feet to the original southwest right-of-way line of State Hwy No. 6, a nail found at a crosstie fence corner bears N 25° 24' 36" E - 3.11 feet;

THENCE N 49° 05' 59" E across the beforementioned Hwy No. 6 for a distance of 100.00 feet to the original northeast right-of-way line of State Hwy No. 6;

THENCE S 40° 54' 01" E along the original northeast right-of-way line of State Hwy No. 6 for a distance of 935.96 feet to the southwest corner of the beforementioned 14.5 acre tract;

THENCE N 00° 00' 18" E along the west line of the beforementioned 14.5 acre tract, at a distance of 376.70 feet, pass a ½" iron rod found at a 6" cedar post fence corner, continue on for a total distance of 562.60 feet to a ½" iron rod found at a crosstie fence corner marking the southeast corner of the 33.77 acre tract described in Volume 222, Page 598, of the Deed Records of Brazos County, Texas;

THENCE N 00° 13' 42" E continuing along the west line of the beforementioned 14.5 acre tract for a distance of 483.61 feet to a ½" iron rod found marking the northwest corner of the 14.5 acre tract and the southwest line of the beforementioned 13.50 acre tract (1st Part - Tract 2);

THENCE N 01° 43' 23" W along the west line of the beforementioned 13.50 acre tract (1st Part - Tract 2) for a distance of 1146.79 feet to a 5/8" iron rod found at a crosstie fence corner marking the common corner between the beforementioned 13.50 acre tract (2nd Part - Tract 2);

THENCE N 01° 12' 10" W along the west line of the beforementioned 13.50 acre tract (2nd Part - Tract 2) for a distance of 1109.93 feet to the northwest corner of same;

Selected Lands-Pavalock Unit Well No. 1
823.38 Acre Unit
Union Pacific Resources Company
Wm. Dunlap Survey, A-107, etc.
Brazos County, Texas
Continued - Page 4

THENCE N 87° 10' 48" E along the north line of the beforementioned 13.50 acre tract (2nd Part - Tract 2) for a distance of 531.02 feet to a 5/8" iron rod found marking the northeast corner of the 13.50 acre tract;

THENCE along the east line of the beforementioned 13.50 acre tract and the beforementioned 14.50 acre tract as follows:

S 00° 41' 21" E 2267.19 feet to a 1/2" iron rod found at an 8" cedar post fence corner marking the common corner between the 13.50 acre tract and the 14.50 acre tract,

S 02° 17' 43" W for a distance of 147.14 feet to the northwest corner of the beforementioned 1.94 acre tract;

THENCE N 89° 37' 34" E along the north line of the beforementioned 1.94 acre tract, the beforementioned 1.07 acre tract and the beforementioned 88.70 acre tract (Tract 1) at a distance of 1.0 feet, pass a 5" cedar post fence corner, continue on for a total distance of 2228.32 feet to a 3/4" iron rod found at a 6" creosote post fence corner marking the southwest corner of the called 36.73 acre tract described in Volume 1409, Page 155, of the Official Records of Brazos County, Texas;

THENCE along the northerly and easterly lines of the beforementioned 88.70 acre tract (Tract 1) as follows:

S 88° 01' 50" E 520.32 feet to a 3/8" iron rod found,
S 07° 35' 13" W 61.76 feet to a 3/8" iron rod found,
S 85° 57' 49" E 391.79 feet to a 14" elm tree fence angle point,

S 68° 16' 18" E 300.28 feet to a 3/4" iron rod found,
S 65° 21' 11" E 640.12 feet to a 12" elm tree fence angle point,

S 59° 09' 38" E 325.77 feet to a 10" post oak tree fence angle point,

S 69° 01' 23" E 733.26 feet to a 3/4" iron rod found,
S 21° 09' 01" W 191.20 feet to a 20" elm tree snag,
S 44° 31' 22" W 51.64 feet to a crosstie fence angle point,
S 25° 58' 13" W 269.01 feet to a crosstie fence corner marking the common corner between the 88.70 acre tract and the beforementioned 113.98 acre tract;

THENCE along the easterly line of the beforementioned 113.98 acre tract as follows:

S 02° 41' 53" W 206.86 feet to an 8" snag fence angle point,
S 17° 25' 51" E 70.94 feet to a crosstie fence angle point,
S 27° 22' 02" E 785.65 feet to a 26" post oak tree fence angle point,

Selected Lands-Pavalock Unit Well No. 1
823.38 Acre Unit
Union Pacific Resources Company
Wm. Dunlap Survey, A-107, etc.
Brazos County, Texas
Continued - Page 5

S 19° 48' 10" E 87.40 feet to a 3/8" iron rod found at an 18" post oak tree fence corner marking the southeast corner of the 113.98 acre tract, same being the occupied southwest corner of the called 75.1 acre tract (Tract 3, Part 2) described in the deed recorded in Volume 210, Page 507, of the Deed Records of Brazos County, Texas, and same being in the north occupied line of the beforementioned 100.03 acre tract;

THENCE N 85° 38' 55" E along the occupied north line of the beforementioned 100.03 acre tract and the beforementioned 63.97 acre tract for a distance of 768.87 feet to the reconstructed northeast corner of the 63.97 acre tract;

THENCE S 00° 55' 02" E along the reconstructed east line of the beforementioned 63.97 acre tract for a distance of 5933.52 feet to the original northeast right-of-way line of State Hwy No. 6;

THENCE along the original northeast right-of-way line of State Hwy No. 6 as follows:

N 43° 56' 14" W 915.43 feet,
N 36° 05' 02" W 146.37 feet,
N 43° 56' 14" W 85.00 feet,
N 49° 09' 58" W 219.46 feet to the beginning of a curve,
concave to the northeast, having a radius of
5679.58 feet,

Northwesterly along said curve for an arc length of 300.66 feet
to the end of this curve, the chord bears N
42° 25' 15" W - 300.62 feet,

N 40° 54' 15" W 248.63 feet,
N 34° 37' 59" W 183.10 feet,
N 40° 54' 15" W 41.59 feet to the northwest corner of the
State of Texas (Hwy 6) Lease Tract M-95350
called 29.94 acres, as described in Volume
1916, Page 291, of the Official Records of
Brazos County, Texas;

THENCE S 00° 30' 29" E across State Hwy No. 6 for a distance of
197.57 feet to the original southwest right-of-way line of State Hwy No. 6,
from which a 3/8" iron rod found at a 13" elm tree fence corner bears S 00°
30' 29" E - 26.38 feet;

THENCE along the original southwest right-of-way line of State Hwy No.
6 as follows:

N 47° 10' 31" W 109.53 feet,
N 40° 54' 15" W 98.00 feet,
N 31° 26' 31" W 121.66 feet,
N 40° 54' 15" W 3534.98 feet to the north corner of the called
624.314 acre tract described in Volume 147,
Page 247, of the Deed Records of Brazos
County, Texas;

VOL 2115 PAGE 33

Selected Lands-Pavalock Unit Well No. 1
823.38 Acre Unit
Union Pacific Resources Company
Wm. Dunlap Survey, A-107, etc.
Brazos County, Texas
Continued - Page 6

THENCE along the northwesterly line of the beforementioned 624.314 acre tract, same being the southeast line of the beforementioned 28.000 acre tract, and the beforementioned 109.5 acre tract, as follows:

S 59° 18' 02" W 1464.62 feet,
S 57° 03' 02" W 405.56 feet,
S 39° 33' 02" W at a distance of 717.63 feet, pass the south corner of the 28.000 acre tract, continue on for a total distance of 805.56 feet,
S 59° 03' 02" W 408.33 feet,
S 72° 48' 02" W 1013.89 feet,
S 51° 18' 02" W 833.33 feet to the south corner of the 109.5 acre tract, a 3/8" iron rod found bears S 62° 14' 56" W - 1.02 feet;

THENCE along the common line between the beforementioned 109.5 acre tract, the southeast and east lines of the S. Hoshel Smith called 134.4 acre tract (Volume 251, Page 581) and the beforementioned 943 acre tract, as follows:

N 13° 33' 02" E 615.28 feet,
N 23° 56' 58" W 483.06 feet,
N 32° 03' 02" E 664.72 feet,
N 45° 33' 02" E 211.39 feet,
N 62° 48' 02" E 213.89 feet,
N 70° 33' 02" E 213.33 feet,
S 86° 20' 19" E 742.11 feet to a 36" stump fence angle point,
N 51° 53' 31" E 447.37 feet to a 24" snag fence angle point,
N 12° 06' 17" E 250.48 feet to a 32" snag fence angle point,
N 48° 19' 59" E at a distance of 610.8 feet pass a 30" stump in fence, continue on for a total distance of 631.43 feet to the re-established common corner of the 109.5 acre tract and the 134.4 acre tract, same being in a south line of the beforementioned 943 acre tract;

THENCE N 89° 10' 44" E along a south line of the beforementioned 943 acre tract, at a distance of 72.1 feet, a nail found bears north 0.83 feet, continue on for a total distance of 176.48 feet to the center of Millican Creek;

THENCE along the centerline meanders of Millican Creek as follows:

N 43° 49' 01" W 18.17 feet,
N 05° 43' 21" W 35.50 feet,
N 22° 12' 38" E 20.93 feet,
N 64° 06' 32" E 44.49 feet,
N 33° 06' 27" E 157.30 feet,
N 44° 09' 17" W 62.22 feet,
S 65° 20' 43" W 72.22 feet,
N 88° 39' 17" W 80.56 feet,
N 15° 20' 43" E 154.17 feet,
N 15° 20' 43" E 48.89 feet,
N 44° 35' 43" E 147.22 feet,
N 15° 35' 43" E 51.11 feet,

Selected Lands-Pavalock Unit Well No. 1
823.38 Acre Unit
Union Pacific Resources Company
Wm. Dunlap Survey, A-107, etc.
Brazos County, Texas
Continued - Page 7

N 59° 39' 17" W 75.28 feet,
S 65° 50' 43" W 58.61 feet,
N 45° 06' 58" W 94.57 feet,
N 04° 16' 42" E 37.28 feet,
N 69° 15' 01" E 103.86 feet,
N 37° 22' 16" E 29.92 feet,
N 06° 13' 15" W 38.10 feet,
N 22° 23' 49" E 78.97 feet,
N 59° 46' 02" W 62.24 feet,
N 20° 51' 01" E 45.60 feet,
N 81° 46' 23" E 62.63 feet,
S 41° 37' 11" E 41.45 feet,
S 56° 52' 43" E 38.25 feet,
N 81° 47' 18" E 29.51 feet,
N 31° 37' 34" E 53.78 feet,
N 00° 21' 11" E 37.41 feet,
N 43° 18' 30" W 92.60 feet,
N 28° 57' 45" E 68.38 feet,
N 03° 40' 46" E 77.99 feet,
N 41° 42' 56" W 61.32 feet,
N 03° 36' 13" E 50.34 feet to the northeast corner of the
beforementioned 943 acre tract, located S
03° 36' 13" W - 4.6 feet from the original
southwest right-of-way line of State Hwy No.
6;

THENCE S 88° 44' 52" W along the common line between the
beforementioned 943 acre tract, the beforementioned 0.48 acre tract, the
beforementioned 9.25 acre tract and the beforementioned 25.2 acre tract for
a distance of 2053.85 feet to the **PLACE OF BEGINNING**, containing a total of
824.45 acres of land, more or less, Save and Except the following described
1.07 acre tract of land:

Save and Except Tract Description
1.07 Acre Tract
James Walker Survey, A-244
Brazos County, Texas

Field notes of a 1.07 acre tract or parcel of land, lying and being situated
in the James Walker Survey, Abstract No. 244, Brazos County, Texas, and
being all of the called 1 acre tract described in the deed from S. H. Smith to
Forrest Jones, as recorded in Volume 101, Page 362, of the Deed Records of
Brazos County, Texas, and said 1.07 acre tract being more particularly
described as follows:

COMMENCING at the 8" creosote post fence corner marking the
southwest corner of the beforementioned 25.2 acre tract, (Volume 138, Page
148), same being an interior ell corner of the beforementioned 943 acre tract
(78/318);

THENCE N 00° 10' 43" W along the common line between the
beforementioned 25.2 acre tract, the beforementioned 18.2 acre tract and the
beforementioned 943 acre tract for a distance of 1948.92 feet to a 4" cedar
post fence angle point;

Selected Lands-Pavalock Unit Well No. 1
823.38 Acre Unit
Union Pacific Resources Company
Wm. Dunlap Survey, A-107, etc.
Brazos County, Texas
Continued - Page 8

THENCE N 25° 24' 30" E along the common line between the beforementioned 18.2 acre tract and the beforementioned 943 acre tract for a distance of 352.93 feet to the original southwest right-of-way line of State Hwy No. 6, a nail found at a crosstie fence corner bears N 25° 24' 36" E - 3.11 feet;

THENCE S 40° 54' 01" E along the original southwest right-of-way line of State Hwy No. 6 for a distance of 389.19 feet to the north corner the beforementioned 1 acre tract, for the **PLACE OF BEGINNING** of this description same being the most northerly east corner of the beforementioned 18.2 acre tract, from which a concrete right-of-way marker bears S 40° 57' 39" E - 90.3 feet;

THENCE along the common line between the beforementioned 1 acre tract and the beforementioned 18.2 acre tract, adjacent to a fence, as follows:

S 49° 05' 59" W at a distance of 4.9 feet, pass a crosstie fence corner, continue on for a total distance of 184.50 feet and corner, from which a crosstie fence corner bears N 66° 06' 31" E - 2.0 feet,

S 40° 54' 01" E for a distance of 269.77 feet and corner, from which a 4" cedar post fence corner bears S 73° 42' 44" E - 1.6 feet,

N 49° 05' 59" E for a distance of 82.70 feet to a north corner of the 18.2 acre tract, same being the west corner of the called 1 acre tract (Roadside Park) described in Volume 91, Page 339, of the Deed Records of Brazos County, Texas, from which a chain link fence corner bears N 38° 46' 03" W - 9.9 feet;

THENCE N 18° 09' 39" E along the common line between the beforementioned 1 acre tracts, adjacent to a fence, for a distance of 118.69 feet to the common corner of the 1 acre tracts in the original southwest right-of-way line of State Hwy No. 6, from which an iron rod found bears N 77° 54' 29" E - 5.7 feet, and a crosstie fence corner bears S 00° 50' 08" E - 3.2 feet;

THENCE N 40° 54' 01" W along the original southwest right-of-way of State Hwy No. 6 for a distance of 208.75 feet to the **PLACE OF BEGINNING**, containing 1.07 acres of land, more or less, leaving a NET acreage of 823.38 acres for this unit.

Bearings based on True North, as obtained by Solar Observation.

Prepared 4/27/94

kes94-01b:\selected.823

LIMITED TO THE AUSTIN CHALK FORMATION, as found between 11,144 feet and 11,690 feet in the Union Pacific Resources Company Lake Smith Unit No. 1 Well, which is located 5,455 feet from the west line and 650 feet from the south line of the A. D. Houston Survey, A-133, Brazos County, Texas.

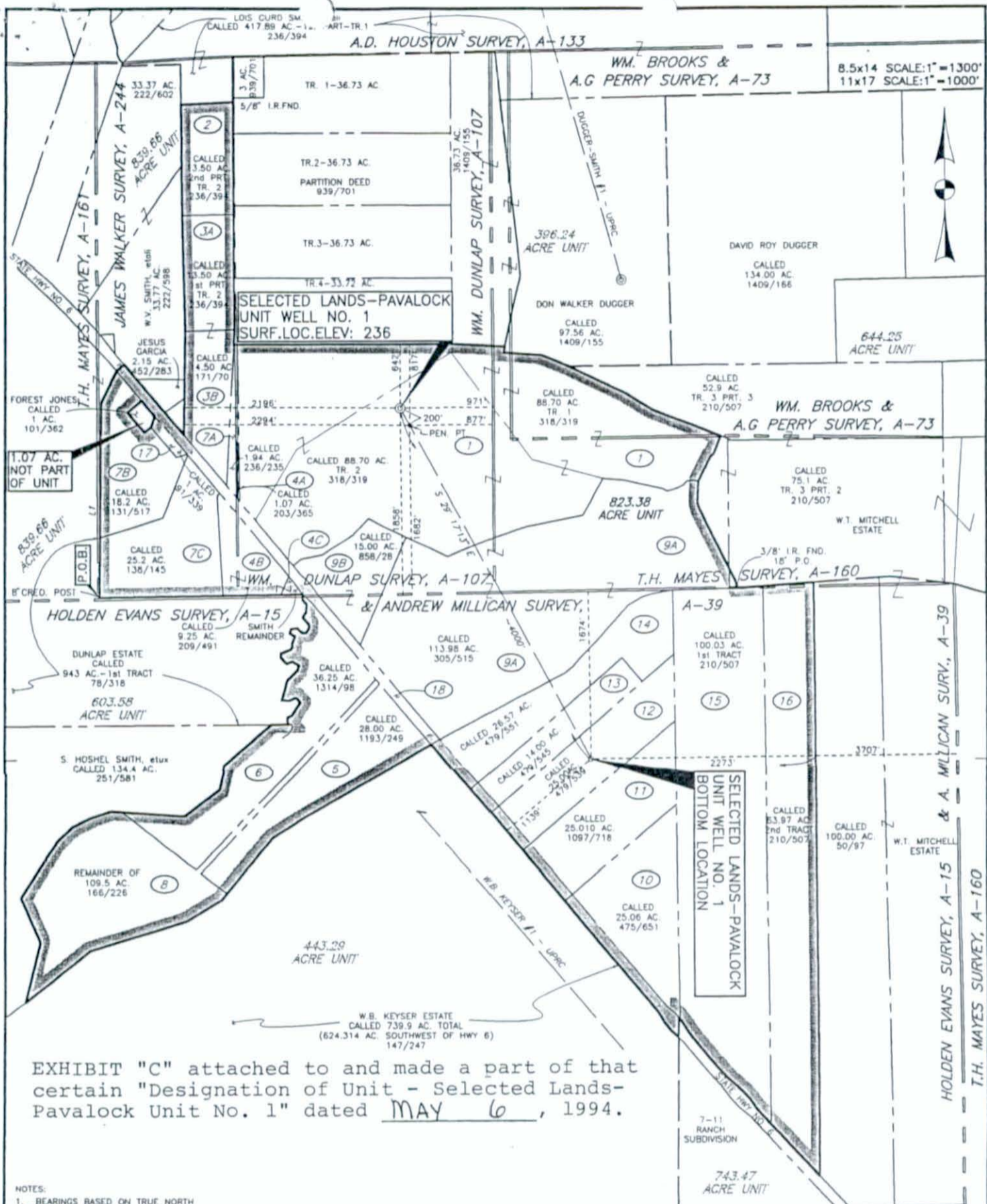


EXHIBIT "C" attached to and made a part of that certain "Designation of Unit - Selected Lands-Pavalock Unit No. 1" dated MAY 6, 1994.

- NOTES:
1. BEARINGS BASED ON TRUE NORTH DETERMINED BY SOLAR OBSERVATION.
 2. WELL LOCATED 5.46' E-12.5 MI. FROM COLLEGE STATION, TEXAS
 3. DOTTED LINE INDICATES LIMITS OF UNIT.
 4. SURF. LOC. POSITION:
 - LATITUDE: 30°29'44.569"N
 - LONGITUDE: 96°10'42.495"W
 5. BOTTOM LOC. POSITION:
 - LATITUDE: 30°29'10.033"N
 - LONGITUDE: 96°10'20.134"W
 6. DERIVED FROM TRIMBLE NAVIGATION
 7. RECEIVER - G.P.S.
 8. ACCURACY: 5 TO 7 METERS.
 9. SEE EXHIBIT "A" FOR ACREAGE TABLE
 10. UNIT PERIMETER METES.

SURVEYED: APRIL, 1994

BY: *S.M.K.*
S.M. KLING R.P.L.S. NO. 9603



WELL LOCATION
SELECTED LANDS-PAVALOCK UNIT WELL NO. 1
 UNION PACIFIC RESOURCES COMPANY
 WM. DUNLAP SURVEY, A-107
 JAMES WALKER SURVEY, A-244
 T.H. MAYES SURVEY, A-160
 WM. BROOKS &
 A.G. PERRY SURVEY, A-73
 HOLDEN EVANS SURVEY, A-15
 & ANDREW MILLICAN SURVEY, A-39
 BRAZOS COUNTY, TEXAS

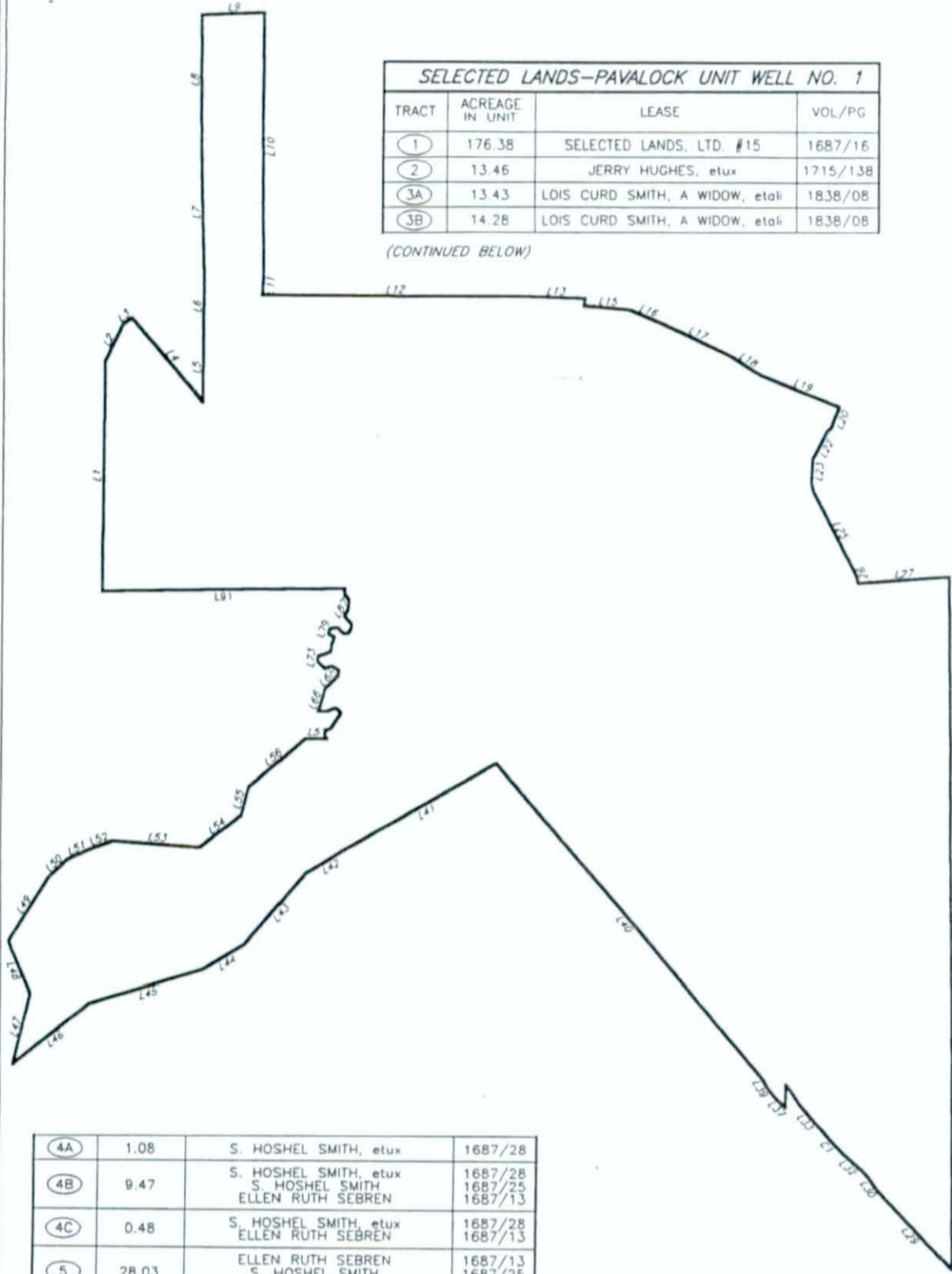
SCALE: 1"=1000' APRIL, 1994 PAGE 1 OF 2

SELECTED LANDS-PAVALOCK UNIT WELL NO. 1			
TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
①	176.38	SELECTED LANDS, LTD. #15	1687/16
②	13.46	JERRY HUGHES, etux	1715/138
③A	13.43	LOIS CURD SMITH, A WIDOW, etali	1838/08
③B	14.28	LOIS CURD SMITH, A WIDOW, etali	1838/08

(CONTINUED BELOW)

UNIT PERIMETER METES:		
LINE	BEARING	DISTANCE
1	N 00°10'45"W	1948.92
2	N 25°24'30"E	352.93
3	N 49°05'59"E	100.00
4	S 40°54'01"E	935.96
5	N 00°00'18"E	562.60
6	N 00°13'42"E	483.61
7	N 01°43'23"W	1146.79
8	N 01°12'10"W	1109.93
9	N 87°10'48"E	531.02
10	S 00°41'21"E	2267.19
11	S 02°17'43"W	147.14
12	N 89°37'34"E	2228.32
13	S 88°01'50"E	520.32
14	S 07°35'13"W	61.76
15	S 85°57'49"E	391.79
16	S 68°16'18"E	300.28
17	S 65°21'11"E	640.12
18	S 59°09'38"E	325.77
19	S 69°01'23"E	733.26
20	S 21°09'01"W	191.20
21	S 44°31'22"W	51.64
22	S 25°58'13"W	269.01
23	S 02°41'53"W	206.86
24	S 17°25'51"E	70.94
25	S 27°22'02"E	785.65
26	S 19°48'10"E	87.40
27	N 85°38'55"E	768.87
28	S 00°55'02"E	5933.52
29	N 43°56'14"W	915.43
30	N 36°05'02"W	146.37
31	N 43°56'14"W	85.00
32	N 49°09'58"W	219.46
CURVE 1		
33	N 40°54'15"W	248.63
34	N 34°37'59"W	183.10
35	N 40°54'15"W	41.59
36	S 00°30'29"E	197.57
37	N 47°10'31"W	109.53
38	N 40°54'15"W	98.00
39	N 31°26'31"W	121.66
40	N 40°54'15"W	3534.98
41	S 59°18'02"W	1464.62
42	S 57°03'02"W	405.56
43	S 39°33'02"W	805.56
44	S 59°03'02"W	408.33
45	S 72°48'02"W	1013.89
46	S 51°18'02"W	833.33
47	N 13°33'02"E	615.28
48	N 23°56'58"W	483.06
49	N 32°03'02"E	664.72
50	N 45°33'02"E	211.39
51	N 62°48'02"E	213.89
52	N 70°33'02"E	213.33
53	S 86°20'19"E	742.11
54	N 51°53'31"E	447.37
55	N 12°06'17"E	250.48
56	N 48°19'59"E	631.43
57	N 89°10'44"E	176.48
58	N 43°49'01"W	18.17
59	N 05°43'21"W	35.50
60	N 22°12'38"E	20.93
61	N 64°06'32"E	44.49
62	N 33°06'27"E	157.30
63	N 44°09'17"W	62.22
64	S 65°20'43"W	72.22
65	N 88°39'17"W	80.56
66	N 15°20'43"E	154.17
67	N 15°20'43"E	48.89
68	N 44°35'43"E	147.22
69	N 15°35'43"E	51.11
70	N 59°39'17"W	75.28
71	S 65°50'43"W	58.61
72	N 45°06'58"W	94.57
73	N 04°16'42"E	37.28
74	N 69°15'01"E	103.86
75	N 37°22'16"E	29.92
76	N 06°13'15"W	38.10
77	N 22°23'49"E	78.97
78	N 59°46'02"W	62.24
79	N 20°51'01"E	45.60
80	N 81°46'23"E	62.63
81	S 41°37'11"E	41.45
82	S 56°52'43"E	38.25
83	N 81°47'18"E	29.51
84	N 31°37'34"E	53.78
85	N 00°21'11"E	37.41
86	N 43°18'30"W	92.60
87	N 28°57'45"E	68.38
88	N 03°40'46"E	77.99
89	N 41°42'56"W	61.32
90	N 03°36'13"E	50.34
91	S 88°44'52"W	2053.85

CURVE	RADIUS	ARC	CHORD BRG
1	5679.58	300.66	N 42°25'15"W ~ 300.62



④A	1.08	S. HOSHEL SMITH, etux	1687/28
④B	9.47	S. HOSHEL SMITH, etux S. HOSHEL SMITH ELLEN RUTH SEBREN	1687/28 1687/25 1687/13
④C	0.48	S. HOSHEL SMITH, etux ELLEN RUTH SEBREN	1687/28 1687/13
⑤	28.03	ELLEN RUTH SEBREN S. HOSHEL SMITH MICHAEL S. PERTL, etux	1687/13 1687/25 1803/113
⑥	36.89	ELLEN RUTH SEBREN S. HOSHEL SMITH SHELBY J. LEE, etux LESLIE L. MEINEKE, etal	1687/13 1687/25 1925/85
⑦A	1.97	S. HOSHEL SMITH ELLEN RUTH SEBREN	1746/148 1780/108
⑦B	19.67	ELLEN RUTH SEBREN S. HOSHEL SMITH ELLEN MAXEY VAUGHN	1780/108 1746/148 1786/161
⑦C	25.45	ELLEN RUTH SEBREN S. HOSHEL SMITH ELLEN MAXEY VAUGHN	1780/108 1746/148 1786/161
⑧	48.15	ELLEN RUTH SEBREN S. HOSHEL SMITH LESLIE L. MEINEKE, etal	1687/13 1687/25 1715/140
⑧A	114.02	LESLIE MEINEKE, etal	1715/140
⑧B	15.47	LESLIE MEINEKE, etal	1715/140
⑩	30.54	MALCOLM & ALICE GERNGROSS MINNIE MILO WILLIAM L. JOHNSON, etux	1726/300 1930/125 1858/283
⑩A	26.68	MALCOLM F. GERNGROSS, etux MINNIE MILO WILLIAM L. JOHNSON, etux	1715/135 1930/125 1858/283
⑫	26.14	MICHAEL W. PAVALOCK MINNIE MILO WILLIAM L. JOHNSON, etux	1690/01 1930/125 1858/283
⑬	14.72	JAMES A. PAVALOCK MINNIE MILO WILLIAM L. JOHNSON, etux	1690/4 1930/125 1858/283
⑭	28.03	DALE SPIRES, etux MINNIE MILO WILLIAM L. JOHNSON, etux	1687/31 1930/125 1858/283
⑮	101.72	W.T. MITCHELL, etali	1958/71
⑮A	64.87	MARGUERITE BOWLES MITCHELL, etali	1958/138
⑮B	1.06	S. HOSHEL SMITH	1803/124
⑮C	11.39	STATE OF TEXAS (STATE HWY. NO. 6)	1916/279

823.38 TOTAL ACREAGE IN UNIT.

EXHIBIT "A"
SELECTED LANDS-PAVALOCK
UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY
WM. DUNLAP SURVEY, A-107
JAMES WALKER SURVEY, A-244
T.H. MAYES SURVEY, A-160
WM. BROOKS &
A.G. PERRY SURVEY, A-73
HOLDEN EVANS SURVEY, A-15
& ANDREW MILLICAN SURVEY, A-39
BRAZOS COUNTY, TEXAS
VOL 2115 PAGE 38

13

M-95348

DESIGNATION OF UNIT

11/30/94

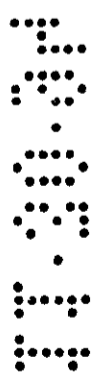
STATE OF TEXAS
COUNTY OF BRAZOS
I hereby certify that this instrument was filed on the
date indicated hereon in the public records and was duly re-
corded in the public records of this county. The public records
of this county were searched and the same were found to be
correctly indexed and filed in the public records of this county by me.

MAY 23 1994



Mary Lou Ward

COUNTY CLERK, Brazos County, Texas



Return to:
Verna Lammers
to pick up

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

PA05-27

Unit Number 2928

Operator Name ANADARKO E&P COMPANY LP Effective Date 1/31/1997

TaxID: [REDACTED] Unitized For Oil & Gas

Unit Name Dunlap-Bryan Unit #1 Unit Term 0 Months

County1 Brazos

	<u>Old Unit Number</u>	<u>Inactive Status Date</u>
County 2	0	
County 3	0	
RRC District: 03	0	
Unit Type: Permanent	0	
State Royalty Interest: 0.0020462425081	0	
State Part in Unit: 0.0119980277215		

Unit Depth Well:

Below Depth 0 Formation:

Above Depth 0 Participation Basis: Surface Acreage

[If Exclusions Apply: See Remarks]

MF Number MF095348 Tract Number 17

Lease Acres 1.02 / Total Unit Acres 730.12 =

Tract Participation: 0.0013970 X

Lease Royalty 0.2 = Manual Tract Participation: [] 0 | See Remark

Tract Royalty Participation 0.0002794 Manual Tract Royalty: [] 0 |

Tract Royalty Reduction No

Tract Royalty Rate 0

Tract On-Line Date:

FILED

REFORMATION OF UNIT
DUNLAP-BRYAN UNIT #1

97 FEB -6 PM 1:38

Mary E. ... CLERK
Brazos County Courthouse
Brazos, Texas
Deputy

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZOS

§

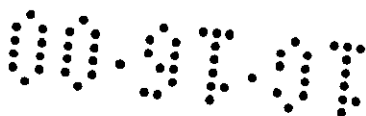
A. The undersigned, being the owners of valid and subsisting oil, gas, and mineral leases listed in Exhibit "A", attached hereto and made a part hereof, (the "Leases"), have heretofore executed and recorded that certain Designation of Unit for the Dunlap-Bryan Unit dated January 10, 1993, which instrument is recorded at Volume 2057, Page 228 of the records of Brazos County, Texas.

B. The undersigned wishes to reform the Dunlap-Bryan Unit #1 by deleting therefrom certain acreage for the purpose of including such deleted acreage in a new horizontal unit for well to be designated as the Enterprise Unit #1.

NOW, THEREFORE, in consideration of the premises, the undersigned owners of the leases, by virtue of the authority conferred by the terms of said Leases, hereby reform the Unit referred to in paragraph above and hereby pool, consolidate, combine and unitize said Leases, the leasehold rights, overriding royalty and royalty interest therein and thereunder, for the purpose of drilling for, developing and producing oil, gas, and liquid hydrocarbons (including condensate, distillate and other liquids). Said reformed unit ("Unit") shall be comprised of the land and interval described on Exhibit "B" attached hereto, 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.

The 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 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 correcting or committing any such interest to this Unit.

By execution of this instrument, the undersigned owner(s) of the Leases does (do) not exhaust its (their) right to pool the Leases and lands hereinabove described with other leases and lands as to any other minerals, horizon, or strata covered thereby, and it (they) 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.

The Unit hereby created shall be effective as of JANUARY 31, 1998 and shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the Leases covering the Unit are maintained in force by payment or tender of shut-in royalties or by other means, in accordance with the terms of said Leases.

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties

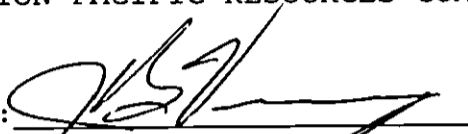


had executed one instrument. Failure of any one person owning an interest in the Unit to execute this instrument or a counterpart shall not in any manner effect the validity hereof as to the parties who do execute the instrument.

IN WITNESS WHEREOF, this Reformation of Unit is executed on this 11 day of NOVEMBER, 1996.

OWNER(S) OF LEASES:

UNION PACIFIC RESOURCES COMPANY

By: 
Its: Attorney-in-Fact

BR
OK
11/22

TORCH ENERGY ASSOCIATES, LTD.

By: _____
Its: _____

SINCLAIR OIL CORPORATION

By: _____
Its: _____

OGDEN RESOURCES CORPORATION

By: _____
Its: _____

OGDEN-CHAPARRAL LIMITED PARTNERSHIP

By: _____
Its: _____

had executed one instrument. Failure of any one person owning an interest in the Unit to execute this instrument or a counterpart shall not in any manner effect the validity hereof as to the parties who do execute the instrument.

IN WITNESS WHEREOF, this Reformation of Unit is executed on this ____ day of _____, 1996.

OWNER(S) OF LEASES:

UNION PACIFIC RESOURCES COMPANY

By: _____

Its: Attorney-in-Fact

ASSOCIATES OIL & GAS, L.P.

By:  _____

Its: Attorney-in-Fact

Approval
CAE

SINCLAIR OIL CORPORATION

By: _____

Its: _____

OGDEN RESOURCES CORPORATION

By: _____

Its: _____

OGDEN-CHAPARRAL LIMITED PARTNERSHIP

By: _____

Its: _____

had executed one instrument. Failure of any one person owning an interest in the Unit to execute this instrument or a counterpart shall not in any manner effect the validity hereof as to the parties who do execute the instrument.

IN WITNESS WHEREOF, this Reformation of Unit is executed on this 5 day of DECEMBER, 1996.

OWNER(S) OF LEASES:

UNION PACIFIC RESOURCES COMPANY

By: _____

Its: Attorney-in-Fact

TORCH ENERGY ASSOCIATES, LTD.

By: _____

Its: _____

SINCLAIR OIL CORPORATION

By:  _____

Its: Peter M. Johnson
President, Oil Division

JMJ

OGDEN RESOURCES CORPORATION

By: _____

Its: _____

OGDEN-CHAPARRAL LIMITED PARTNERSHIP

By: _____

Its: _____

had executed one instrument. Failure of any one person owning an interest in the Unit to execute this instrument or a counterpart shall not in any manner effect the validity hereof as to the parties who do execute the instrument.

IN WITNESS WHEREOF, this Reformation of Unit is executed on this ____ day of _____, 1996.

OWNER(S) OF LEASES:

UNION PACIFIC RESOURCES COMPANY

By: _____

Its: Attorney-in-Fact

TORCH ENERGY ASSOCIATES, LTD.

By: _____

Its: _____

SINCLAIR OIL CORPORATION

By: _____

Its: _____

OGDEN RESOURCES CORPORATION

By: *[Signature]*

Its: President

OGDEN-CHAPARRAL LIMITED PARTNERSHIP

By: *[Signature]*
Emil E. Ogden

Its: General Partner

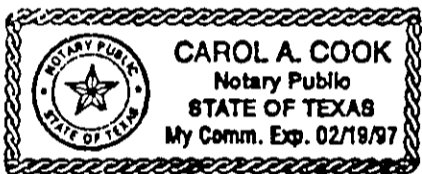
John Heyburn
John Heyburn

Don R. Cain

Andrew E. MacMahon

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 11th day of November, 1996, by Kathleen A. Boone, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.



Carol A. Cook

Notary Public in and for the
State of Texas

My commission expires: _____

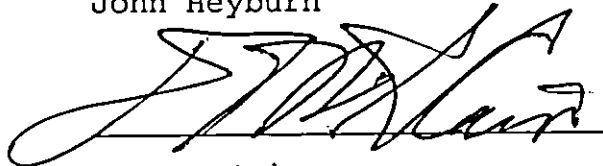
STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1996, by _____, the _____ of TORCH ENERGY ASSOCIATES, LTD., a _____ corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

My commission expires: _____

John Heyburn



Don R. Cain

Andrew E. MacMahon

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the _____ day
of _____, 1996, by _____, Attorney-
in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation,
on behalf of said corporation.

Notary Public in and for the
State of Texas

My commission expires: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day
of _____, 1996, by _____, the
_____ of TORCH ENERGY ASSOCIATES, LTD., a
_____ corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

My commission expires: _____

John Heyburn

Don R. Cain

Andrew E. MacMahon

Andrew E. MacMahon

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the _____ day
of _____, 1996, by _____, Attorney-
in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation,
on behalf of said corporation.

Notary Public in and for the
State of Texas

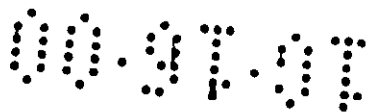
My commission expires: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day
of _____, 1996, by _____, the
_____ of TORCH ENERGY ASSOCIATES, LTD., a
_____ corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

My commission expires: _____



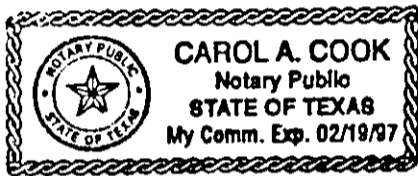
John Heyburn

Don R. Cain

Andrew E. MacMahon

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 11th day of November, 1996, by Kathleen A. Boone, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.



Carol A. Cook

Notary Public in and for the
State of Texas

My commission expires: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1996, by _____, the _____ of TORCH ENERGY ASSOCIATES, LTD., a _____ corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

My commission expires: _____

John Heyburn

Don R. Cain

Andrew E. MacMahon

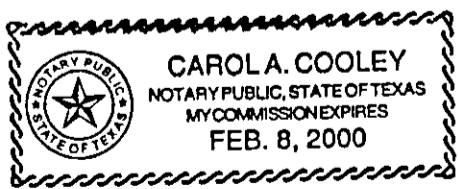
STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the _____ day of _____, 1996, by _____, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.

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

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 25TH day of November, 1996, by J. B. Abney, Jr., the Attorney-in-Fact of ASSOCIATES OIL & GAS, L.P., a Partnership corporation, on behalf of said corporation, partnership.



Carola A. Cooley

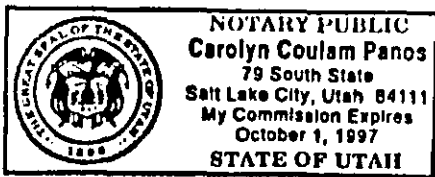
Notary Public in and for the
State of Texas
My commission expires: 2-8-2000



STATE OF UTAH

COUNTY OF SALT LAKE

This instrument was acknowledged before me on the 5th day of December, 1996, by Peter M. Johnson, the President, Oil Division of SINCLAIR OIL CORPORATION, a Wyoming corporation, on behalf of said corporation.



Carolyn Coulam Panos

Notary Public in and for the State of Utah

My commission expires: 10/01/97

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1996, by _____, the _____ of OGDEN RESOURCES CORPORATION, a _____ corporation, on behalf of said corporation.

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

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1996, by _____, the _____ of OGDEN-CHAPARRAL LIMITED PARTNERSHIP, a _____, on behalf of said partnership.

STATE OF _____

COUNTY OF _____

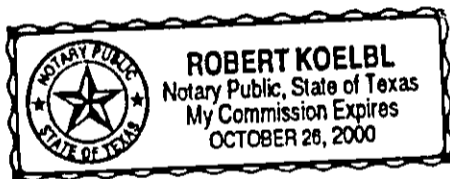
This instrument was acknowledged before me on the _____ day of _____, 1996, by _____, the _____ of SINCLAIR OIL CORPORATION, a _____ corporation, on behalf of said corporation.

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

STATE OF TEXAS

COUNTY OF Brazos

This instrument was acknowledged before me on the 20th day of November, 1996, by Stephen E. OGDEN, the President of OGDEN RESOURCES CORPORATION, a TEXAS corporation, on behalf of said corporation.



Robert N. Koelbl
Notary Public in and for the
State of Texas
My commission expires: _____

STATE OF TEXAS

COUNTY OF Brazos

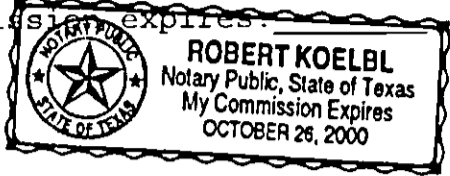
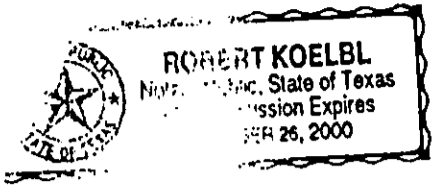
This instrument was acknowledged before me on the 22nd day of November, 1996, by Emil E. OGDEN, the General Partner of OGDEN-CHAPARRAL LIMITED PARTNERSHIP, a TEXAS Partnership, on behalf of said partnership.

SEE NEXT PAGE FOR SEAL & SIGNATURE

Robert G. Koelbl

Notary Public in and for the
State of Texas

My commission expires: _____



STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day
of _____, 1996, by John Heyburn.

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

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day
of _____, 1996, by Don R. Cain.

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

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day
of _____, 1996, by Andrew E. MacMahon.

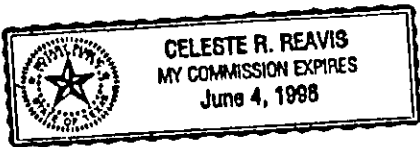
Notary Public in and for the
State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 20th day
of November, 1996, by John Heyburn.



Celeste R. Reavis

Notary Public in and for the

State of Texas

My commission expires: June 4th '98

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day
of _____, 1996, by Don R. Cain.

Notary Public in and for the
State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day
of _____, 1996, by Andrew E. MacMahon.

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

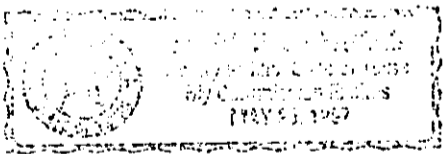
STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day
of _____, 1996, by John Heyburn.

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

STATE OF TEXAS
COUNTY OF Brewster

This instrument was acknowledged before me on the 8th day
of November, 1996, by Don R. Cain.



Kelly J. Brothers
Notary Public in and for the
State of Texas
My commission expires: 5/25/97

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day
of _____, 1996, by Andrew E. MacMahon.

Notary Public in and for the
State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day
of _____, 1996, by John Heyburn.

Notary Public in and for the
State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day
of _____, 1996, by Don R. Cain.

Notary Public in and for the
State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 14 day
of November, 1996, by Andrew E. MacMahon.

Nina Rossman

Notary Public in and for the
State of Texas

My commission expires: 9-7-2000

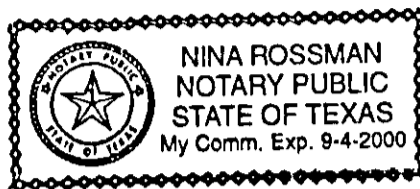


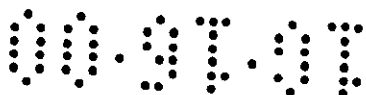
Exhibit "A"

Attached to and made a part of that certain Reformation of Unit, Dunlap-Bryan Unit # 1.

Schedule of Leases

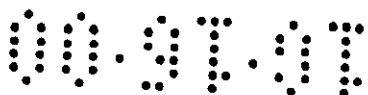
Lessor:	Sam Milton Dunlap, et ux	TX-47867
Lessee:	Ogden Resources Corporation	
Date:	June 19, 1989	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1169, Page 397	
Lessor:	Ronald Bryan, Trustee	TX-47868
Lessee:	Ogden Resources Corporation	
Date:	February 22, 1990	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1170, Page 55	
Lessor:	Lawrence B. Royder, et ux	TX-60049
Lessee:	Union Pacific Resources Company	
Date:	September 10, 1993	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1913, page 79	
Lessor:	Doris Jean Lindley, et al	TX-47870 (1)
Lessee:	Ogden Resources Corporation	
Date:	December 2, 1989	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1169, Page 420	
Lessor:	Joseph A. Mikeska, Jr., et ux	TX-48835
Lessee:	Ogden Resources Corporation	
Date:	February 9, 1993	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1721, Page 154	
Lessor:	Robert T. Lyons, et ux	TX-48133(1)
Lessee:	Ogden Resources Corporation	
Date:	December 13, 1989	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1169, Page 436	
Lessor:	Walter Smith	TX-48133(2)
Lessee:	Ogden Resources Corporation	
Date:	December 13, 1989	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1169, page 475	
Lessor:	Anna Lucille Dougherty, et al	TX-48132(9)
Lessee:	Ogden Resources Corporation	
Date:	December 30, 1989	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1169, Page 401	
Lessor:	John M. Lawrence III, Trustee	TX-48132(10)
Lessee:	Ogden Resources Corporation	
Date:	December 30, 1989	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1169, Page 416	

Lessor:	F. A. Karonika	TX-48132(11)
Lessee:	Ogden Resources Corporation	
Date:	December 12, 1989	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1169, Page 412	
Lessor:	Richard Bruce Gabbard	TX-48129(1)
Lessee:	Ogden Resources Corporation	
Date:	January 15, 1990	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1169, Page 393	
Lessor:	Interstate Promotional Printing Co., Inc.	TX-48129(2)
Lessee:	Ogden Resources Corporation	
Date:	January 15, 1991	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1233, Page 556	
Lessor:	State of Texas M-95349	TX2-60050
Lessee:	Ogden Resources Corporation	
Date:	September 7, 1993	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1916, Page 267	
Lessor:	Warren V. Smith, et al	TX-48127(1)
Lessee:	Ogden Resources Corporation	
Date:	January 5, 1990	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1169, Page 471	
Lessor:	Fred Smith, et ux	TX-48127(2)
Lessee:	Ogden Resources Corporation	
Date:	January 5, 1990	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1169, Page 466	
Lessor:	Alfred C. Smith	TX-48127(3)
Lessee:	Ogden Resources Corporation	
Date:	January 5, 1990	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1169, Page 462	
Lessor:	Margaret Gillies	TX-48696
Lessee:	Ogden Resources Corporation	
Date:	June 10, 1993	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1873, page 185	
Lessor:	Granger Chui, et ux	TX-48131
Lessee:	Ogden Resources Corporation	
Date:	November 30, 1989	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1169, Page 359	
Lessor:	Patsy R. Williams	TX-47870(4)
Lessee:	Ogden Resources Corporation	
Date:	November 28, 1989	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1169, Page 489	



Lessor:	Selma Hein Selman, et al	TX-47870(3)
Lessee:	Ogden Resources Corporation	
Date:	December 2, 1989	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1169, 478	
Lessor:	Delores Gale Marrs, et al	TX-48834
Lessee:	Ogden Resources Corporation	
Date:	December 30, 1992	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1689, Page 158	
Lessor:	J. D. Theeck, et ux	TX-48134
Lessee:	Ogden Resources Corporation	
Date:	January 12, 1990	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1169, Page 481	
Lessor:	Joe Marino, et ux	TX-48135
Lessee:	Ogden Resources Corporation	
Date:	December 18, 1989	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1169, Page 424	
Lessor:	John Douglas Collins, et ux	TX-48833
Lessee:	Ogden Resources Corporation	
Date:	February 5, 1993	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1748, Page 75	
Lessor:	Robert H. Whitten, et ux	TX-47870(5)
Lessee:	Ogden Resources Corporation	
Date:	November 27, 1989	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1169, Page 486	
Lessor:	A. D. Barrett, et ux	TX-47870(2)
Lessee:	Ogden Resources Corporation	
Date:	November 28, 1989	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1169, Page 351	
Lessor:	Max H. Akin, et ux	TX-47870(6)
Lessee:	Ogden Resources Corporation	
Date:	June 2, 1993	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1866, Page 262	
Lessor:	Gordon Smith, a widower	
Lessee:	Lometa Petroleum Corporation	
Date:	July 22, 1993	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1861, Page 1	
Lessor:	Karen Cook, et vir	TX-48132(4)
Lessee:	Ogden Resources Corporation	
Date:	March 9, 1990	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1204, Page 108	

Lessor:	Judy Ripple, et vir	TX-48132(7)
Lessee:	Ogden Resources Corporation	
Date:	March 9, 1990	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1197, Page 388	
Lessor:	Rhonda F. Hegar, a single woman	TX-48132(8)
Lessee:	Ogden Resources Corporation	
Date:	March 9, 1990	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1191, Page 447	
Lessor:	Mary Lynn Hegar, a single woman	TX-48132(5)
Lessee:	Ogden Resources Corporation	
Date:	March 9, 1990	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1191, Page 442	
Lessor:	Larry Hegar, et ux	TX-48132(6)
Lessee:	Ogden Resources Corporation	
Date:	March 9, 1990	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1191, Page 436	
Lessor:	Glenn Hegar, et ux	TX-48132(3)
Lessee:	Ogden Resources Corporation	
Date:	March 9, 1990	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1191, page 430	
Lessor:	Frank hegar, et ux	TX-48132(1)
Lessee:	Ogden Resources Corporation	
Date:	March 9, 1990	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1191, Page 424	
Lessor:	Cathey Friedel, et ux	TX-48132(2)
Lessee:	Ogden Resources Corporation	
Date:	March 9, 1990	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1191, Page 418	
Lessor:	Elbert R. Beene, et ux	TX-47017(9)
Lessee:	OgdenResources Corporation	
Date:	January 17, 1990	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1169, Page 355	
Lessor:	Ruby Ruth Bentinck, et vir	TX-47017(8)
Lessee:	Ogden Resources Corporation	
Date:	May 1, 1990	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1187, Page 718	
Lessor:	Exie R. Carson	TX-47017(5)
Lessee:	Ogden Resources Corporation	
Date:	May 1, 1990	
Filed:	Official Records of Brazos County	
Recorded:	Volume 1187, Page 727	



Lessor: Emily Jean Haskell, et vir TX-47017(6)
Lessee: Ogden Resources Corporation
Date: May 1, 1990
Filed: Official Records of Brazos County
Recorded: Volume 1187, Page 737

Lessor: Allie J. Parham, a widow TX-47017(4)
Lessee: Ogden Resources Corporation
Date: May 1, 1990
Filed: Official Records of Brazos County
Recorded: Volume 1187, Page 761

Lessor: Martha D. Ratliff, Indv. And as Ind. Executrix
of the Estate of George Ratliff, deceased TX-47017(3)
Lessee: Ogden Resources Corporation
Date: May 1, 1990
Filed: Official Records of Brazos County
Recorded: Volume 1187, Page 766

Lessor: Exie R. Carson, AIF for Ruth M. Warren TX-47017(2)
Lessee: Ogden Resources Corporation
Date: May 1, 1990
Filed: Official Records of Brazos County
Recorded: Volume 1187, Page 779

Lessor: Mildred Milner, et al TX-47017(7)
Lessee: Ogden Resources Corporation
Date: May 1, 1990
Filed: Official Records of Brazos County
Recorded: Volume 1187, Page 755

Dunlap-Bryan Unit Well No. 1
 730.12 Acre Unit
 Union Pacific Resources Company
 T. H. Mays Survey, A-161
 Jessie Evans Survey, A-111
 J. Walker Survey, A-244
 A. D. Houston Survey, A-133
 Brazos County, Texas

Field notes of a 730.12 acre tract or parcel of land, lying and being situated in the T. H. Mays Survey, Abstract No. 161, the Jessie Evans Survey, Abstract No. 111, the J. Walker Survey, Abstract No. 244 and the A. D. Houston Survey, Abstract No. 133, Brazos County, Texas, and consisting of the following tracts:

Part of the called 943 acre - First Tract described in the deed from George W. Dunlap to S. E. Dunlap, as recorded in Volume 78, Page 318, of the Deed Records of Brazos County, Texas;

All of the called 35.2 acre tract (and $\frac{1}{2}$ of the adjoining right-of-way of F.M. No. 159) described in the deed from Margaret Moore Meek, guardian to L. B. Lindley, as recorded in Volume 224, Page 75, of the Deed Records of Brazos County, Texas;

All of the called 24.024 acre tract (and $\frac{1}{2}$ of the adjoining right-of-way of F.M. No. 159) described in the deed from R. K. Sims and Virginia Mae Sims to F. A. Karonika, as recorded in Volume 226, Page 155, of the Deed Records of Brazos County, Texas;

All of the called 4.13 acre tract (and $\frac{1}{2}$ of the adjoining right-of-way of F.M. No. 159) (and all of the 30' wide access easement which adjoins this tract) described in the deed from Jack M. Rains, et al to Dolores Gale Marrs, et al, as recorded in Volume 1669, Page 333, of the Official Records of Brazos County, Texas;

All of the called 12.00 acre tract (and all of the 30' wide access easement which adjoins this tract) described in the deed from Henry Davis Mayfield to Dolores Gale Marrs, et al, as recorded in Volume 1669, Page 327, of the Official Records of Brazos County, Texas;

All of the called 12.00 acre tract (and all of the 30' wide access easement which adjoins this tract) described in the deed from Jack Morris Rains to Dolores Gale Marrs, et al, as recorded in Volume 1669, Page 330, of the Official Records of Brazos County, Texas;

All of the called 12.00 acre tract described in the Contract of Sale and Purchase from the Veterans Land Board of Texas to Douglas John Collins, Jr., as recorded in Volume 1702, Page 214, of the Official Records of Brazos County, Texas;

All of the called 5.097 acre tract (and $\frac{1}{2}$ of the adjoining right-of-way of F.M. No. 159) described in Civil Court Cause # 19,412 of the District Court of Brazos County Texas, as recorded in Volume 459, Page 529, of the Deed Records of Brazos County, Texas;

All of the called 5.097 acre Tract "C" (and $\frac{1}{2}$ of the adjoining right-of-way of F.M. No. 159) described in the Partition Deed to Larry B. Royder, et al, as recorded in Volume 459, Page 529, of the Deed Records of Brazos County, Texas;

0000000000

Dunlap-Bryan Unit Well No. 1
730.12 Acre Unit
Union Pacific Resources Company
T. H. Mays Survey, A-161, etc.
Brazos County, Texas
Continued - Page 2

All of the called 20.45 acre - Tract One (and $\frac{1}{2}$ of the adjoining right-of-way of F.M. No. 159), all of the called 10.194 acre - Tract Two (and $\frac{1}{2}$ of the adjoining right-of-way of F.M. No. 159) described in the deed from Don Richard Graves, et ux to Joseph A. Mikeska, Jr., et ux, as recorded in Volume 461, Page 583, of the Deed Records of Brazos County, Texas;

All of the called 26.9 acre tract (and $\frac{1}{2}$ of the adjoining right-of-way of F.M. No. 159) described in the deed from James A. Theek, et ux to J. D. Theek, et ux, as recorded in Volume 555, Page 206, of the Deed Records of Brazos County, Texas;

All of the called 13.14 acre - Tract One and all of the called 20.00 acre -Tract Two described in the deed from Milton J. Sawyer, et ux to Granger Chui, et ux, as recorded in Volume 370, Page 464, of the Deed Records of Brazos county, Texas;

All of the called 32.97 acre - First Tract and all of the called 33.77 acre -Second Tract described in the Partition Deed to Lois Smith, wife of Cecil Smith, as recorded in Volume 222, Page 598, of the Deed Records of Brazos County, Texas;

All of the called 33.37 acre tract described in the deed from Linda Hughes, et vir to Cecil Smith and wife, Lois Smith, as recorded in Volume 222, Page 602, of the Deed Records of Brazos County, Texas;

All of the called 33.82 acre tract described in the deed from First Bank and Trust, Bryan, Texas to Richard Bruce Gafford, as recorded in Volume 900, Page 782, of the Official Records of Brazos County, Texas;

All of the called 15.82 acre tract described in the deed from Ronald Bryan, Trustee to Richard Bruce Gafford, as recorded in Volume 974, Page 729, of the Official Records of Brazos County, Texas;

Part of the called 144.38 acre tract (total) described in the deed from T. Jerry Collins, Trustee to Boswell Investment Company, as recorded in Volume 347, Page 470, of the Deed Records of Brazos County, Texas;

All of the called 1 acre tract described in the deed from Ann Alfred Jones to Margaret Gillies, as recorded in Volume 315, Page 318, of the Deed Records of Brazos County, Texas;

Part of the original right-of-way (circa 1931) of State Highway No. 6 (F.A.P. # 471 F, 6 & I), right-of-way being 100' to 120' wide through this 619.85 acre tract as well as a triangular shaped tract which was "severed" by said highway near station 1270 + 00;

All of the called 43.62 acre tract described in the deed from Mrs. Carl Beene to Elbert R. Beene, as recorded in Volume 530, Page 340, of the Deed Records of Brazos County, Texas;

All of the called 19.928 acre tract (and $\frac{1}{2}$ of the adjoining right-of-way of F.M. No. 159) described in the deed from Roger K. Sims, et ux, to A. E. Hegar, Jr., as recorded in Volume 226, Page 159, of the Deed Records of Brazos County, Texas;

KLING

KLING ENGINEERING AND SURVEYING
BRYAN, TEXAS

2768 PAGE 323

Dunlap-Bryan Unit Well No. 1
730.12 Acre Unit
Union Pacific Resources Company
T. H. Mays Survey, A-161, etc.
Brazos County, Texas
Continued - Page 3

All of the called 42.02 acre tract (and $\frac{1}{2}$ of the adjoining right-of-way of F.M. No. 159) described in the deed from L. B. Lindley, et ux to Veteran's Land Board of Texas, as recorded in Volume 251, Page 41, of the Deed Records of Brazos County, Texas;

And all of the called 7.0 acre tract (and $\frac{1}{2}$ of the adjoining right-of-way of F.M. No. 159) described in the deed from Jurline Salyer to Gordon Smith, et ux, as recorded in Volume 357, Page 439, of the Deed Records of Brazos County, Texas, and said 730.12 acre tract being more particularly described as follows:

BEGINNING at the crosstie fence corner marking the occupied northeast corner of the beforementioned 33.37 acre tract, same being an interior ell corner of the called 417.89 acre - 1st Part - Tract 1, described in the deed to Lois Curd Smith, et ali, as recorded in Volume 236, Page 394, of the Deed Records of Brazos County, Texas;

THENCE S 01° 41' 13" E along the east line of the beforementioned 33.37 acre tract, and a southerly west line of the beforementioned 417.89 acre tract, adjacent to a fence, for a distance of 387.03 feet to a $\frac{3}{4}$ " iron rod found near the southwest corner of the 417.89 acre tract;

THENCE along the common line between the beforementioned 33.37 acre tract, the beforementioned 33.77 acre tract and the called 13.5 acre - 2nd Part - 2nd Tract described in Volume 236, Page 394, the called 13.5 acre - 1st Part - 2nd Tract described in 236/394 and the called 14.5 acre tract described in Volume 171, Page 69, of the Deed Records of Brazos County, Texas, adjacent to a fence, as follows:

S 01° 11' 04" E 1121.99 feet to a $\frac{5}{8}$ " iron rod found at a crosstie fence corner,
S 01° 42' 18" E 1146.79 feet to a $\frac{1}{2}$ " iron rod found,
S 00° 14' 47" W 483.61 feet to a $\frac{1}{2}$ " iron rod found at a crosstie fence corner marking the southeast corner of the beforementioned 33.77 acre tract, same being the northeast corner of the J. Garza - called 2.15 acre tract described in Volume 452, Page 283, of the Deed Records of Brazos County, Texas;

THENCE N 89° 57' 41" W along the common line between the beforementioned 33.77 acre tract and the beforementioned 2.15 acre tract, adjacent to a fence, for a distance of 487.15 feet to a $\frac{1}{2}$ " iron rod found at a crosstie fence corner in the original northeast right-of-way line of State Hwy. No. 6;

THENCE N 40° 53' 15" W along the original northeast right-of-way line of State Hwy No. 6 for a distance of 192.89 feet and corner;

THENCE S 49° 06' 45" W across said State Hwy No. 6 for a distance of 100.00 feet to the southwest right-of-way line of Hwy No. 6, same being the occupied northeast corner of the beforementioned 943 acre tract, from which a concrete right-of-way marker bears N 43° 40' 35" W 19.00 feet, and a nail found at the base of a crosstie fence corner bears N 25° 15' 17" E 3.11 feet;

Dunlap-Bryan Unit Well No. 1
730.12 Acre Unit
Union Pacific Resources Company
T. H. Mays Survey, A-161, etc.
Brazos County, Texas
Continued - Page 4

THENCE along the occupied, common line between the beforementioned 943 acre tract and the called 18.2 acre tract described in the deed to Glenn G. Vaughn, et ux, as recorded in Volume 131, Page 517, of the Deed Records of Brazos County, Texas, adjacent to a fence, as follows:

S 25° 25' 17" W 352.93 feet to a 4" cedar post fence angle point,
S 00° 09' 58" E at a distance of approximately 1353 feet, pass the called south or southwest corner of the 18.2 acre tract, continue on for a total distance of 1948.92 feet to an 8" creosote post fence corner marking an interior ell corner of the 943 acre tract in the common line between the beforementioned Mays and Evans/Millican Survey Line;

THENCE S 88° 45' 38" W along the beforementioned common survey line, adjacent to a fence, at a distance of 2306.12 feet, pass the southeast corner of the beforementioned 35.2 acre tract and an interior ell corner of the 943 acre tract, continue on along a north line of the 943 acre tract, at a distance of 3800.2 feet, pass a 4" creosote post fence corner in the fenced southeast or east line of F.M. No. 159, continue on for a total distance of 3856.04 feet to the centerline right-of-way of F.M. No. 159;

THENCE S 86° 35' 49" W along the south line of the beforementioned 7.0 acre tract, continuing along the north line of the beforementioned 943 acre tract, adjacent to a fence, for a distance of 1180.14 feet to a ¾" iron rod found at a 6" cedar post fence corner marking the occupied interior ell corner of the 943 acre tract and the southwest corner of the 7.0 acre tract;

THENCE N 00° 58' 47" E along the west line of the beforementioned Evans Survey, A-111, same being the west line of the beforementioned 7.0 acre tract and the west line of the beforementioned 42.02 acre tract for a distance of 1448.37 feet to a ¾" iron pipe found marking the northwest corner of the 42.02 acre tract, same being the southwest corner of the beforementioned 19.928 acre tract;

THENCE N 01° 00' 47" E along the west line of the beforementioned 19.928 acre tract and the beforementioned 43.62 acre tract for a distance of 452.06 feet to the northwest corner of the 19.928 acre tract in the west line of the 43.62 acre tract, an 8" cedar post fence corner bears N 30° 26' 48" E - 3.3 feet;

THENCE along the west line of the beforementioned 43.62 acre tract, same being the east line of the called 26⅔ acre tract (Volume 367, Page 209) and the called 26⅔ acre tract described as "Share No. 2" in the Partition Deed, recorded in Volume "S", Page 296, of the Civil Minutes of the District Court, adjacent to a fence, as follows:

N 01° 03' 32" W for a distance of 448.16 feet to an axle found at a 3" cedar post fence corner marking the common corner of the 26⅔ acre tracts,

KLING

Dunlap-Bryan Unit Well No. 1
730.12 Acre Unit
Union Pacific Resources Company
T. H. Mays Survey, A-161, etc.
Brazos County, Texas
Continued - Page 5

N 03° 03' 22" W for a distance of 440.37 feet to an 8" cedar post fence corner marking the northwest corner of the 43.62 acre tract, same being the southwest corner of the beforementioned 30' wide access easement described in the beforementioned 4.13 acre tract;

THENCE N 03° 31' 15" W along the west line of the beforementioned 30' access easement at a distance of 30 feet, pass the northwest corner of the 30' access easement, same being the southwest corner of the beforementioned 12.00 acre tract (1669/330), continue on along the west line of the 12.00 acre tract for a distance of 77.71 feet to a crosstie fence corner and angle point;

THENCE along the westerly line of the beforementioned 12.00 acre tract (1669/330), the beforementioned 5.097 acre tract (459/529), the beforementioned 10.194 acre tract and the beforementioned 20.45 acre tract, along the average of an old fence line/occupation line, as follows:

N 39° 23' 59" E 16.28 feet to a 14" elm tree fence corner and angle point,
N 04° 31' 26" E 554.28 feet,
N 20° 33' 41" E 143.55 feet, from which a 10" hickory tree fence angle point bears N 25° 41' E 4.7 feet,
N 25° 00' 20" W 204.62 feet to a ½" iron rod found at a 36" post oak tree (in place May, 1980) marking the southwest corner of the 5.097 acre tract, from which a ½" iron rod found bears S 55° 03' 23" E 5.55 feet,
N 21° 01' 55" W 89.13 feet to angle point corner, a 14" pin oak tree fence angle point bears N 01° 03' 11" E 16.7 feet and a 15" elm tree fence angle point bears S 28° 45' 26" E 26.1 feet,
N 07° 25' 42" W 317.02 feet to angle point corner,
N 05° 22' 05" W 21.83 feet to a ½" iron rod found marking the common corner between the 10.194 acre tract and the 20.45 acre tract,
N 05° 15' 04" W 433.21 feet to an iron rod found (in place May, 1980) marking the northwest corner of the 20.45 acre tract;

THENCE along the meanders of the northerly line of the beforementioned 20.45 acre tract, along the average line of a fence, as follows:

N 89° 43' 41" E 408.45 feet,
S 87° 47' 51" E 481.46 feet,
S 89° 09' 52" E 296.28 feet,
N 86° 44' 42" E 297.99 feet,
N 87° 37' 03" E 237.45 feet and corner, from which a crosstie fence corner bears N 62° 55' 29" E 1.5 feet,
N 00° 20' 03" E 5.30 feet,

KLING

KLING ENGINEERING AND SURVEYING
BRYAN, TEXAS

Dunlap-Bryan Unit Well No. 1
730.12 Acre Unit
Union Pacific Resources Company
T. H. Mays Survey, A-161, etc.
Brazos County, Texas
Continued - Page 6

S 89° 02' 01" E at a distance of 508.82 feet, pass a $\frac{3}{8}$ " iron rod found at a 3" cedar post fence corner in the fenced west line of F.M. No. 159, continue on for a total distance of 548.38 feet to the centerline right-of-way of F.M. No. 159, from which a concrete right-of-way marker bears S 08° 56' 14" W 246.75 feet;

THENCE N 89° 35' 13" E across F.M. No. 159 for a distance of 40.00 feet to the east right-of-way line of F.M. No. 159 at the northwest corner of the beforementioned 26.9 acre tract;

THENCE N 82° 39' 05" E at a distance of 15.5 feet, pass a nail found in an 18" post oak tree fenced corner marking the "called for" northwest corner of the beforementioned 26.9 acre tract, continue on along the north line of the 26.9 acre tract, adjacent to a fence, for a total distance of 371.59 feet to an 18" post oak tree fence angle point;

THENCE along the north and east lines of the beforementioned 26.9 acre tract, adjacent to a fence, as follows:

S 54° 06' 20" E 61.56 feet to a 13" post oak tree fence angle point,
S 13° 17' 05" E 279.49 feet to a 17" post oak tree fence angle point,
S 18° 20' 16" E 44.59 feet to a 12" post oak tree fence angle point in the west line of the beforementioned 13.14 acre tract, from which a $\frac{1}{2}$ " iron rod found marking the southwest corner of the beforementioned 32.97 acre tract bears S 01° 07' 21" E 2208.82 feet;

THENCE N 01° 07' 21" W along the west line of the beforementioned 13.14 acre tract for a distance of 452.34 feet to the original southwest right-of-way line of the beforementioned State Hwy. No. 6, from which a $\frac{3}{4}$ " iron rod found bears S 01° 07' 21" E 33.53 feet;

THENCE N 03° 28' 14" E across State Hwy. No. 6 for a distance of 126.52 feet to the original northeast right-of-way line of State Hwy. No. 6, same being the south corner of the beforementioned 1 acre tract (315/318);

THENCE N 01° 33' 57" W along the west line of the beforementioned 1 acre tract and the most southerly west line of the beforementioned 144.38 acre tract for a distance of 596.91 feet to the interior ell corner of the 144.38 acre tract;

THENCE S 89° 13' 03" W along the most westerly south line of the beforementioned 144.38 acre tract for a distance of 526.34 feet to the centerline travelway of Peach Creek Road (County Road), from which a crosstie fence corner in the fenced east line of Peach Creek Road bears N 88° 29' 54" E 27.0 feet;

THENCE N 00° 10' 19" W along the centerline travelway of Peach Creek Road for a distance of 1382.32 feet and corner;

00.00.00

Dunlap-Bryan Unit Well No. 1
730.12 Acre Unit
Union Pacific Resources Company
T. H. Mays Survey, A-161, etc.
Brazos County, Texas
Continued - Page 7

THENCE N 85° 56' 41" E along the north line of the beforementioned 144.38 acre tract, at a distance of 24.00 feet, pass a $\frac{3}{4}$ " iron pipe found at an 8" creosote post fence corner in the fenced east line of Peach Creek Road, continue on, adjacent to a fence, for a total distance of 3066.06 feet to a $\frac{3}{8}$ " iron rod found marking the north corner of the beforementioned 15.82 acre tract, and the northwest corner of the beforementioned 33.8 acre tract;

THENCE N 85° 36' 13" E along the north line of the beforementioned 33.8 acre tract, adjacent to a fence, for a distance of 149.56 feet to a 6" creosote post fence corner at an angle point corner of the 33.8 acre tract and a southwest corner of the called 108 acre tract described in Volume 252, Page 287, of the Deed Records of Brazos County, Texas;

THENCE along the common line between the beforementioned 33.8 acre tract and the beforementioned 108 acre tract, the 415.7 acre tract described in the deed recorded in Volume 236, Page 394, of the Deed Records of Brazos County, Texas, and the beforementioned 417.89 acre tract, along the meanders of a fence as follows:

S 54° 21' 59" E	90.28 feet to a 12" elm tree fence angle point,
S 69° 19' 40" W	13.93 feet to a 12" bois-de-arc tree fence angle point,
S 25° 13' 47" W	17.24 feet to an 8" elm tree fence angle point,
S 00° 35' 14" W	332.16 feet to a crosstie fence angle point,
S 09° 06' 52" W	155.51 feet to a twin 10" pecan tree fence angle point,
S 25° 13' 03" W	178.00 feet to a 28" pin oak tree fence angle point,
S 33° 57' 25" W	22.14 feet to a 12" hackberry tree fence angle point,
S 43° 33' 28" W	233.35 feet to a clump of bois-de-arc trees,
S 24° 52' 04" W	121.37 feet to a 4" cedar post fence angle point,
S 01° 42' 32" W	170.90 feet to an old 6" cedar post fence corner,
S 17° 06' 04" E	254.16 feet to a 26" post oak tree fence angle point,
S 00° 30' 48" W	65.54 feet to a 24" snag fence angle point,
S 23° 01' 28" E	64.40 feet to a 20" elm tree fence angle point,
S 44° 46' 46" E	41.86 feet to a $\frac{3}{4}$ " iron rod found at a crosstie fence corner marking the southwest corner of the 417.89 acre tract,
S 17° 39' 42" W	31.52 feet to a $\frac{1}{2}$ " iron rod marking the northwest corner of the beforementioned 33.37 acre tract;

THENCE N 88° 31' 03" E along the north line of the beforementioned 33.37 acre tract and the south line of the beforementioned 417.89 acre tract, adjacent to a fence, for a distance of 597.92 feet to the **PLACE OF BEGINNING**, containing 730.12 acres of land, more or less.

Bearings based on True North, as obtained by Solar Observation.

Prepared 9/28/93

Revised: 2/8/94 - increased to 839.66 acres.

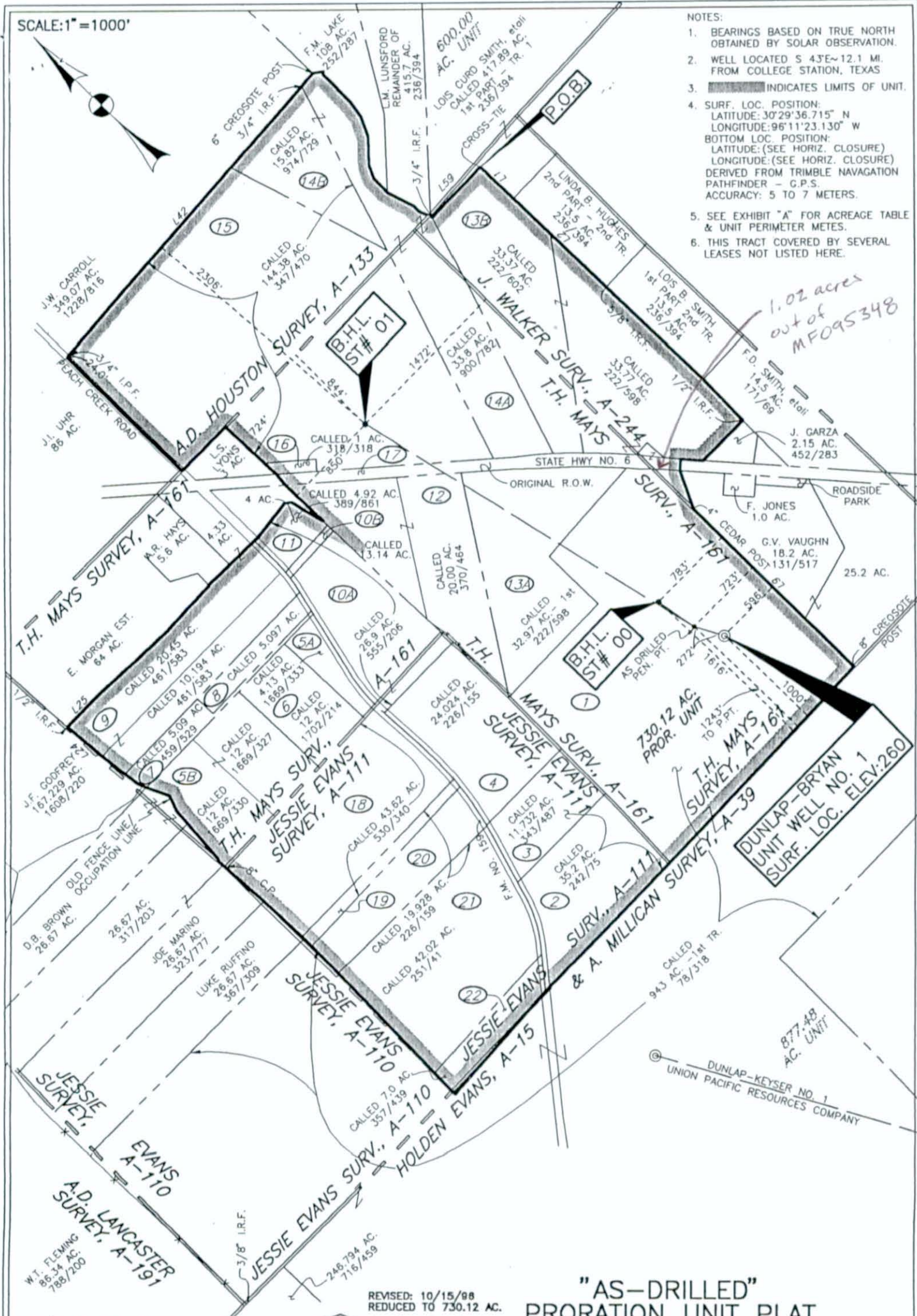
Revised: 12/14/96 - decreased to 730.12 acres.

kes98-02b:\dunlapbr.730

SCALE: 1" = 1000'

NOTES:

1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED S 43°E-12.1 MI. FROM COLLEGE STATION, TEXAS
3. [Hatched Area] INDICATES LIMITS OF UNIT.
4. SURF. LOC. POSITION:
LATITUDE: 30°29'36.715" N
LONGITUDE: 96°11'23.130" W
BOTTOM LOC. POSITION:
LATITUDE: (SEE HORIZ. CLOSURE)
LONGITUDE: (SEE HORIZ. CLOSURE)
DERIVED FROM TRIMBLE NAVIGATION PATHFINDER - G.P.S.
ACCURACY: 5 TO 7 METERS.
5. SEE EXHIBIT "A" FOR ACREAGE TABLE & UNIT PERIMETER METES.
6. THIS TRACT COVERED BY SEVERAL LEASES NOT LISTED HERE.



1.02 acres
out of
MFO95348

REVISED: 10/15/98
REDUCED TO 730.12 AC.

"AS-DRILLED"
PRORATION UNIT PLAT
PURSUANT TO STATEWIDE RULE 86
FOR GIDDINGS (AUSTIN CHALK-3) FIELD

DUNLAP-BRYAN UNIT WELL NO. 1
UNION PACIFIC RESOURCES COMPANY
T.H. MAYS SURVEY, A-161
J. WALKER SURVEY, A-244
A.D. HOUSTON SURVEY, A-133
BRAZOS COUNTY, TEXAS

A.P.I.# 42-041-31782

HORIZONTAL CLOSURES:
B.H.L. ST# 00 = N 09°22' W-377'
B.H.L. ST# 01 = N 13°06' W-3344'

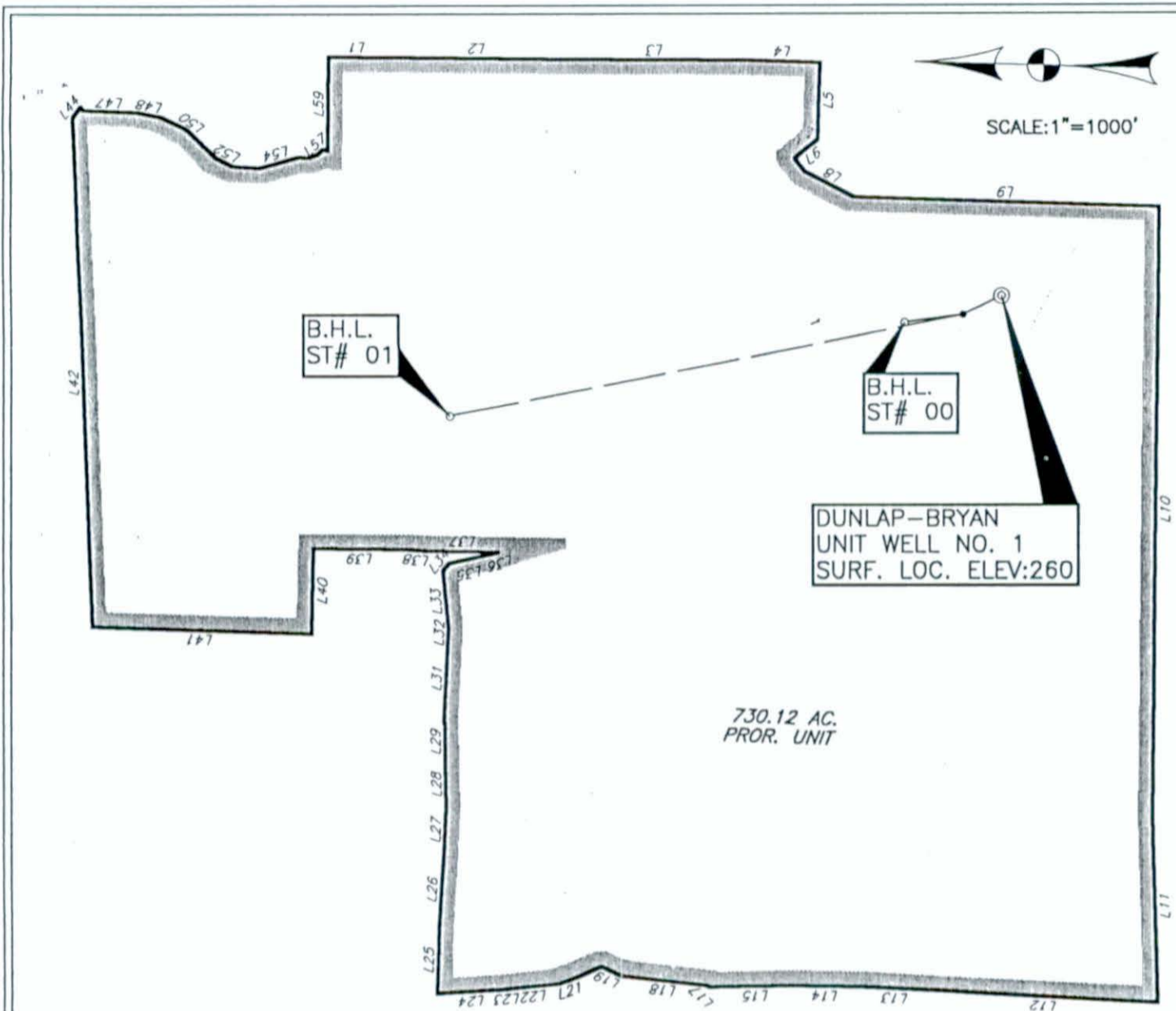
PRORATION UNIT PLAT
PREPARED: 01/31/94
SURVEYED: SEPT., 1993

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



SCALE: 1" = 1000'

JAN., 1994



DUNLAP-BRYAN UNIT WELL NO. 1			
TRACT	ACREAGE IN UNIT	LEASE	VOL./PG
1	120.86	SAM MILTON DUNLAP, etux	1169/397
2	23.96	DORIS JEAN LINDLEY, etal	1169/420
3	12.27	PATSY R. WILLIAMS SELMA HEIN SELMAN, INDEP. EXEC.	1169/489 1169/478
4	25.10	F.A. KARONIKA ANNA LUCILLE DOUGHERTY, INDEP. EXEC. JOHN M. LAWRENCE III, TRUSTEE	1169/412 1169/401 1169/416
5A	5.06	DOLORES MARRS & PATSY S. McCRORY	1689/158
5B	24.52	DOLORES MARRS & PATSY S. McCRORY	1689/158
6	12.26	DOUGLAS JOHN COLLINS, JR., etux	1748/75
7	5.13	JOE MARINO, etux	1169/424
8	5.29	LAWRENCE B. ROYDER, etux	
9	31.24	JOSEPH A. MIKESKA, JR., etux	1721/154
10A	23.24	J.D. THEEK, etux	1169/481
10B	0.90	J.D. THEEK, etux WALTER SMITH ROBERT T. LYONS, etux	1169/481 1169/475 1169/436
11	4.46	WALTER SMITH ROBERT T. LYONS, etux	1169/475 1169/436
12	34.11	GRANGER CHUI, etux	1169/359
13A	34.05	WARREN V. SMITH, etal FRED SMITH, etux ALFRED C. SMITH, JR.	1169/471 1169/466 1169/462
13B	67.71	WARREN V. SMITH, etal FRED SMITH, etux ALFRED C. SMITH, JR.	1169/471 1169/466 1169/462
14A	34.07	INTERSTATE PROMOTIONAL PRINTING CO., INC. RICHARD BRUCE GAFFORD	1233/556 1169/393
14B	15.82	RICHARD BRUCE GAFFORD	1169/393
15	130.08	RONALD BRYAN, TRUSTEE	1170/55
16	0.96	MARGARET GILLIES	1873/185
17	8.76	STATE OF TEXAS (HWY. NO. 6)	
18	39.55	ELBERT R. BEENE, etux EXIE R. CARSON (SEE NOTE 6)	1169/355 1187/727
19	4.33	ELBERT R. BEENE, etux EXIE R. CARSON (SEE NOTE 6) FRANK HEGAR, etux	1169/355 1187/727 1191/424
20	16.02	FRANK HEGAR, etux	1191/424
21	43.17	A.D. BARRETT, etux	1169/351
22	7.20	GORDON SMITH, a widower	1861/01
730.12 TOTAL ACREAGE IN UNIT			

UNIT PERIMETER METES:

LINE	BEARING	DIST.	LINE	BEARING	DIST.
1	S 01°41'13"E	387.03	35	S 13°17'05"E	279.49
2	S 01°11'04"E	1121.99	36	S 18°20'16"E	44.59
3	S 01°42'18"E	1146.79	37	N 01°07'21"W	452.34
4	S 00°14'47"W	483.61	38	N 03°28'14"E	126.52
5	N 89°57'41"W	487.15	39	N 01°33'57"W	596.91
6	N 40°53'15"W	192.89	40	S 89°13'03"W	526.34
7	S 49°06'45"W	100.00	41	N 00°10'19"W	1382.32
8	S 25°25'17"W	352.93	42	N 85°56'41"E	3066.06
9	S 00°09'58"E	1948.92	43	N 85°36'13"E	149.56
10	S 88°45'38"W	3856.04	44	S 54°21'59"E	90.28
11	S 86°35'49"W	1180.14	45	S 69°19'40"W	13.93
12	N 00°58'47"E	1448.37	46	S 25°13'47"W	17.24
13	N 01°00'47"E	452.06	47	S 00°35'14"W	332.16
14	N 01°03'32"W	448.16	48	S 09°06'52"W	155.51
15	N 03°03'22"W	440.37	49	S 25°13'03"W	178.00
16	N 03°31'15"W	77.71	50	S 33°57'25"W	22.14
17	N 39°23'59"E	16.28	51	S 43°33'28"W	233.35
18	N 04°31'26"E	554.28	52	S 24°52'04"W	121.37
19	N 20°33'41"E	143.55	53	S 01°42'32"W	170.90
20	N 25°00'20"W	204.62	54	S 17°06'04"E	254.16
21	N 21°01'55"W	89.13	55	S 00°30'48"W	65.54
22	N 07°25'42"W	317.02	56	S 23°01'28"E	64.40
23	N 05°22'05"W	21.83	57	S 44°46'46"E	41.86
24	N 05°15'04"W	433.21	58	S 17°39'42"W	31.52
25	N 89°43'41"E	408.45	59	N 88°31'03"E	597.92
26	S 87°47'51"E	481.46			
27	S 89°09'52"E	296.28			
28	N 86°44'42"E	297.99			
29	N 87°37'03"E	237.45			
30	N 00°20'03"E	5.30			
31	S 89°02'01"E	548.38			
32	N 89°35'13"E	40.00			
33	N 82°39'05"E	371.59			
34	S 54°06'20"E	61.56			

REVISED: 10/15/96
REDUCED TO 730.12 AC.

EXHIBIT "A"
"AS-DRILLED"
PRORATION UNIT PLAT
PURSUANT TO STATEWIDE RULE 86
FOR GIDDINGS (AUSTIN CHALK-3) FIELD

DUNLAP-BRYAN UNIT WELL NO. 1
UNION PACIFIC RESOURCES COMPANY
T.H. MAYS SURVEY, A-161
J. WALKER SURVEY, A-244
A.D. HOUSTON SURVEY, A-133
BRAZOS COUNTY, TEXAS

M-95348

(14)

(12)

REVISED UNIT DESIGNATION

10/18/00

10.18.00

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

PA06-91

Unit Number 3832

Operator Name ANADARKO E&P COMPANY LP Effective Date 11/1/2005

TaxID: [REDACTED] Unitized For Oil & Gas

Unit Name W.B. Keyser Unit No. 1 RE Unit Term 0 Months

County1 Brazos

	<u>Old Unit Number</u>	<u>Inactive Status Date</u>
County 2	0	
County 3	0	
RRC District: 03	0	
Unit Type: Permanent	0	
State Royalty Interest: 0.0006624217847	0	
State Part in Unit: 0.0033121089234		

Unit Depth Below Well: Other

Below Depth 12360 Formation: Georgetown Formation

Above Depth 12455 Participation Basis: Surface Acreage

[If Exclusions Apply: See Remarks]

MF Number MF095348 Tract Number 10

Lease Acres 7.22 / Total Unit Acres 2179.88 =

Tract Participation: 0.0033121 X

Lease Royalty 0.2 = Manual Tract Participation: [] 0 See Remarks

Tract Royalty Participation 0.0006624 Manual Tract Royalty: [] 0

Tract Royalty Reduction No

Tract Royalty Rate 0

Tract On-Line Date:

56-29923

API Number

RRC Number

420413174200

0

Remarks:

[Empty rectangular box for remarks]

Prepared By:

M

Prepared Date:

6-23-06

GLO Base Updated By:

M. Silva

GLOBase Date:

6-26-06

RAM Approval By:

J King

RAM Approval Date:

6-28-06

GIS By:

AS

GIS Date:

Mineral Maps By:

Mineral Maps Date:

Doc	Bk	Vol	Ps
00919242	OR	7192	94

DECLARATION OF POOLED UNIT

W. B. Keyser Unit No. 1 RE

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

KNOW ALL MEN BY THESE PRESENTS, THAT:

This Declaration of Pooled Unit ("Agreement") is executed by the undersigned, being the owners of or having the contractual right to acquire certain interests in the leasehold estates created under those certain valid and subsisting Oil and Gas Leases, or memorandums thereof, which are more particularly described on Exhibit "A", attached hereto and incorporated herein by reference for all purposes (collectively referred to herein as the "Unit Leases").

RECITALS

WHEREAS, each of the undersigned parties is authorized, under the terms of the Unit Leases or otherwise, to pool, unitize or combine all or a portion of the lands covered by the Unit Leases with other land, lands, lease or leases, to form a pooled unit for the exploration, development and production of oil, gas and associated and constituent hydrocarbons and hydrocarbon gases from the lands covered by the Unit Leases; and,

WHEREAS, the pooling, unitization and combination of the Unit Leases and mineral estates to the extent necessary to form the hereinafter described pooled unit, is reasonable and advisable in the judgment of the undersigned.

(1) Declaration of Unit. In consideration of the premises and pursuant to and in accordance with the terms and provisions of the Unit Leases, the undersigned do hereby declare, pool, unitize and combine the royalties, leasehold rights, mineral and royalty interests and other interests pertaining to the Unit Leases, including all renewals, extensions, ratifications and amendments thereof by the undersigned, and the Unit Area, as described below, insofar as the same contributes to the Unit Area as described below, into a unit for the exploration, development and production of oil, gas, associated hydrocarbons and hydrocarbon gases ("Unit").

(2) Description of Unit Area. The Unit includes the Unit Leases described on said Exhibit "A", and depicted on Exhibit "B", such exhibits being attached hereto and incorporated herein by reference for all purposes. Production from the Unit shall be allocated proportionately among the tracts pooled herein within the Unit in the proportion which the number of surface acres in such tract bears to the total number of surface acres in the Unit. The production of oil, gas and associated hydrocarbons from any part of the Unit Area, shall constitute production of such substances from all of the Unit Leases. Drilling or reworking operations or other operations conducted on any lands or lease within the Unit shall constitute such operations for the production of oil, gas and associated hydrocarbons on all of the Unit Leases within the Unit. 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 otherwise invalidate the Unit as to any interest pooled or unitized hereby.

(3) Unit Name. The pooled unit created hereby shall be known as the W. B. Keyser Unit No. 1 RE, containing 2179.88 acres.

(4) Additional Interests Included. In the event the undersigned, as of the effective date hereof, owns any leasehold interest or mineral and/or royalty interest other than those specifically described or referred to herein covering lands within the Unit Area, including any unleased mineral interest in lands inside the Unit Area, or any interest for which ratification of the Unit created hereby is necessary, and the undersigned inadvertently failed to include said interest on Exhibit "A", then said interest or interests are hereby pooled and combined into said Unit as hereby declared, without the necessity of specifically enumerating such interest or interests and the specific land which they cover or in which they are held; provided, however, no cross-assignment or cross-conveyance of any interest in and to the Unit Leases or the Unit Area is intended by this instrument.

(5) Right to Amend. The undersigned hereby exclusively reserves the right, from time to time, to correct, alter or amend this Agreement, and the respective terms and provisions hereof, and to change the size and area of, and interests covered by the Unit described herein, including, without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit Area; (ii) to include any other formation or formations and any other mineral or minerals therein, thereunder or produced therefrom, all in accordance with the terms and provisions of

Declaration of Pooled Unit

TX 0101073-05B

the Unit Leases; (iii) to include in the Unit described herein or in any amendments hereto, oil, gas and mineral leases, or interests in the lands described therein, covering interests in the Unit Area, which are secured or obtained subsequent to the effective date hereof, or prior to the effective date hereof and not included and described herein, and (iv) to include in the Unit described herein or in any amendments hereto, full or undivided interests in the Unit Area which are not otherwise included herein by the owner of such full or undivided interests. Any such amendment hereof shall be executed by the Operator of the Unit on behalf of the undersigned, provided that such amendment will not change the interest of the working interest owners in the Unit. By execution of this Declaration of Pooled Unit, the undersigned do not exhaust their right to pool the leases and lands hereinabove described with other leases and lands as to any other minerals, horizon or strata covered thereby, and they expressly reserve to themselves, their assignees, or successors in interest, the right and power to pool and 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.

(6) Dissolution of Unit. The Unit formed hereby may be dissolved by the undersigned, at any time by an instrument filed for record in Brazos County, Texas.

(7) Ratification of Unit. With the expressed authorization of the Operator and the undersigned parties, this instrument may be ratified by other parties by separate instruments in writing, referring to this instrument.

(8) Successors and Assigns. This Agreement shall be binding upon the heirs, representatives, successors and assigns, as applicable, of the undersigned and the lessors and lessees under the Unit Leases identified in said Exhibit "A".

(9) Effective Date. The Unit hereby created shall be effective as of November 1, 2005, and subject to paragraph (6) above, shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the Unit Leases are maintained in force and effect by payment or tender of shut-in royalties, or by other means, in accordance with the terms of said Leases.

(10) Counterpart Execution. This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart, with the same effect as if all parties executed this instrument. Executed signature pages from different originals of this instrument may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date evidenced below.

ANADARKO E&P COMPANY LP

By: Robert F. Blucher *m.h. dk*
 Robert F. Blucher
 Land Manager, Texas Gulf Coast
 and as Agent and Attorney-in-Fact *ROB*

OGDEN RESOURCES LTD.

By: Ogden Resources, GP, LLC
 Its General Partner

By: _____
 Stephen E. Ogden, President

OGDEN-CHAPARRAL LIMITED PARTNERSHIP

By: _____
 Emil E. Ogden, General Partner

Doc Bk Vol Pa
00919242 DR 7192 96

the Unit Leases; (iii) to include in the Unit described herein or in any amendments hereto, oil, gas and mineral leases, or interests in the lands described therein, covering interests in the Unit Area, which are secured or obtained subsequent to the effective date hereof, or prior to the effective date hereof and not included and described herein, and (iv) to include in the Unit described herein or in any amendments hereto, full or undivided interests in the Unit Area which are not otherwise included herein by the owner of such full or undivided interests. Any such amendment hereof shall be executed by the Operator of the Unit on behalf of the undersigned, provided that such amendment will not change the interest of the working interest owners in the Unit. By execution of this Declaration of Pooled Unit, the undersigned do not exhaust their right to pool the leases and lands hereinabove described with other leases and lands as to any other minerals, horizon or strata covered thereby, and they expressly reserve to themselves, their assignees, or successors in interest, the right and power to pool and 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.

(6) Dissolution of Unit. The Unit formed hereby may be dissolved by the undersigned, at any time by an instrument filed for record in Brazos County, Texas.

(7) Ratification of Unit. With the expressed authorization of the Operator and the undersigned parties, this instrument may be ratified by other parties by separate instruments in writing, referring to this instrument.

(8) Successors and Assigns. This Agreement shall be binding upon the heirs, representatives, successors and assigns, as applicable, of the undersigned and the lessors and lessees under the Unit Leases identified in said Exhibit "A".

(9) Effective Date. The Unit hereby created shall be effective as of November 1, 2005, and subject to paragraph (6) above, shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the Unit Leases are maintained in force and effect by payment or tender of shut-in royalties, or by other means, in accordance with the terms of said Leases.

(10) Counterpart Execution. This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart, with the same effect as if all parties executed this instrument. Executed signature pages from different originals of this instrument may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date evidenced below.

ANADARKO E&P COMPANY LP

By: Robert F. Blucher *m.h. dk*
Robert F. Blucher
Land Manager, Texas Gulf Coast
and as Agent and Attorney-in-Fact *RGW*

OGDEN RESOURCES LTD.

By: Stephen E. Ogden
Ogden Resources, GP, LLC
Its General Partner
Stephen E. Ogden, President

OGDEN-CHAPARRAL LIMITED PARTNERSHIP

By: _____
Emil E. Ogden, General Partner

Doc Bk Vol Pg
00919242 BR 7192 97

the Unit Leases; (iii) to include in the Unit described herein or in any amendments hereto, oil, gas and mineral leases, or interests in the lands described therein, covering interests in the Unit Area, which are secured or obtained subsequent to the effective date hereof, or prior to the effective date hereof and not included and described herein, and (iv) to include in the Unit described herein or in any amendments hereto, full or undivided interests in the Unit Area which are not otherwise included herein by the owner of such full or undivided interests. Any such amendment hereof shall be executed by the Operator of the Unit on behalf of the undersigned, provided that such amendment will not change the interest of the working interest owners in the Unit. By execution of this Declaration of Pooled Unit, the undersigned do not exhaust their right to pool the leases and lands hereinabove described with other leases and lands as to any other minerals, horizon or strata covered thereby, and they expressly reserve to themselves, their assignees, or successors in interest, the right and power to pool and 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.

(6) Dissolution of Unit. The Unit formed hereby may be dissolved by the undersigned, at any time by an instrument filed for record in Brazos County, Texas.

(7) Ratification of Unit. With the expressed authorization of the Operator and the undersigned parties, this instrument may be ratified by other parties by separate instruments in writing, referring to this instrument.

(8) Successors and Assigns. This Agreement shall be binding upon the heirs, representatives, successors and assigns, as applicable, of the undersigned and the lessors and lessees under the Unit Leases identified in said Exhibit "A".

(9) Effective Date. The Unit hereby created shall be effective as of November 1, 2005, and subject to paragraph (8) above, shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the Unit Leases are maintained in force and effect by payment or tender of shut-in royalties, or by other means, in accordance with the terms of said Leases.

(10) Counterpart Execution. This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart, with the same effect as if all parties executed this instrument. Executed signature pages from different originals of this instrument may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date evidenced below.

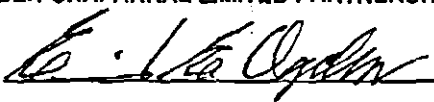
ANADARKO E&P COMPANY LP

By: _____
Robert F. Blucher
Land Manager, Texas Gulf Coast &
Agent and Attorney-in-Fact

OGDEN RESOURCES LTD.
By: Ogden Resources, GP, LLC
Its General Partner

By: _____
Stephen E. Ogden, President

OGDEN-CHAPARRAL LIMITED PARTNERSHIP

By: 
Emil E. Ogden, General Partner

Doc 00919242 Ek DR Vol 7192 Pg 98

Don R. Cain
Don R. Cain

John Heyburn
John Heyburn

Impala Drilling, Inc.
Stephen E. Ogden, President

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on this 2 day of March, 2006, by Robert F. Blucher, Land Manager, Texas Gulf Coast, and as Agent and Attorney-in-Fact for Anadarko E&P Company LP, a Delaware limited partnership on behalf of said partnership.

My Commission Expires:



Tanise Jolly
Notary Public - State of Texas

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this ___ day of _____, 2006, by Stephen E. Ogden, President of Ogden Resources GP, LLC, General Partner of Ogden Resources LTD. a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires:

Notary Public - State of Texas

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this ___ day of _____, 2006, by _____ of Ogden-Chaparral Limited Partnership, a _____ limited partnership, and on behalf of said limited partnership.

My Commission Expires:

Notary Public - State of Texas

Doc Bk Vol Ps
00919242 DR 7192 99

Don R. Cain

John Heyburn

John Heyburn

Impala Drilling, Inc.

Stephen E. Ogden, President

THE STATE OF TEXAS

§
§
§

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this ____ day of _____, 2006,
by Robert F. Blucher, Land Manager, Texas Gulf Coast, and as Agent and Attorney-in-Fact for
Anadarko E&P Company LP, a Delaware limited partnership on behalf of said partnership.

My Commission Expires:

Notary Public - State of Texas

THE STATE OF TEXAS

§
§
§

COUNTY OF BRAZOS

This instrument was acknowledged before me on this ____ day of _____, 2006,
by Stephen E. Ogden, President of Ogden Resources GP, LLC, General Partner of Ogden
Resources LTD, a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires:

Notary Public - State of Texas

THE STATE OF TEXAS

§
§
§

COUNTY OF BRAZOS

This instrument was acknowledged before me on this ____ day of _____, 2006,
by _____ of Ogden-Chaparral Limited Partnership, a
_____ limited partnership, and on behalf of said limited partnership.

My Commission Expires:

Notary Public - State of Texas

Don R. Cain

John Heyburn

Impala Drilling, Inc.

Stephen E. Ogden

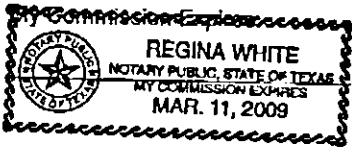
Stephen E. Ogden, President

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

§
§
§

This instrument was acknowledged before me on this 16th day of February, 2006, by Robert F. Blucher, Land Manager, Texas Gulf Coast, and as Agent and Attorney-in-Fact for Anadarko E&P Company LP, a Delaware limited partnership on behalf of said partnership.



Regina White

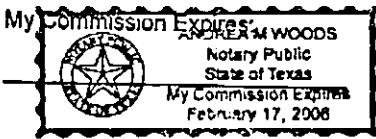
Notary Public - State of Texas

THE STATE OF TEXAS

COUNTY OF BRAZOS

§
§
§

This instrument was acknowledged before me on this 17th day of February, 2006, by Stephen E. Ogden, President of Ogden Resources GP, LLC, General Partner of Ogden Resources LTD, a Texas limited partnership, on behalf of said limited partnership.



Andrea M. Wood

Notary Public - State of Texas

THE STATE OF TEXAS

COUNTY OF BRAZOS

§
§
§

This instrument was acknowledged before me on this ____ day of _____, 2006, by _____ of Ogden-Chaparral Limited Partnership, a _____ limited partnership, and on behalf of said limited partnership.

My Commission Expires:

Notary Public - State of Texas

Doc Bk Vol Ps
00919242 BR 7192 101

Don R. Cain

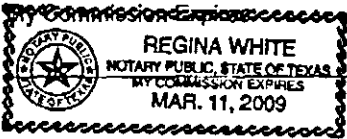
John Heyburn

Impala Drilling, Inc.

Stephen E. Ogden, President

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on this 16th day of February, 2006, by Robert F. Blucher, Land Manager, Texas Gulf Coast, and as Agent and Attorney-in-Fact for Anadarko E&P Company LP, a Delaware limited partnership on behalf of said partnership.



Regina White

Notary Public - State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this ____ day of _____, 2006, by Stephen E. Ogden, President of Ogden Resources GP, LLC, General Partner of Ogden Resources LTD, a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires:

Notary Public - State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this ____ day of _____, 2006, by _____ of Ogden-Chaparral Limited Partnership, a _____ limited partnership, and on behalf of said limited partnership.

My Commission Expires:

Notary Public - State of Texas

Doc 00919242 Bk DR Vol 7192 Pg 102

Don R. Cain

John Heyburn

Impala Drilling, Inc.

Stephen E. Ogden, President

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on this ____ day of _____, 2006, by Robert F. Blucher, Land Manager, Texas Gulf Coast, and as Agent and Attorney-in-Fact for Anadarko E&P Company LP, a Delaware limited partnership on behalf of said partnership.

My Commission Expires:

Notary Public - State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this ____ day of _____, 2006, by Stephen E. Ogden, President of Ogden Resources GP, LLC, General Partner of Ogden Resources LTD. a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires:

Notary Public - State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 2nd day of March, 2006, by Emil E. Ogden, General Partner of Ogden-Chaparral Limited Partnership, a _____ limited partnership, and on behalf of said limited partnership.

My Commission Expires:



Elizabeth Zemanek
Notary Public - State of Texas

Doc 00919242 Bk OR Vol 7192 Pg 103

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 3 day of March, 2006, by DON R. CAIN.

My Commission Expires:

10-12-09

Tanise Jolly
Notary Public - State of Texas



THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ___ day of _____, 2006, by John Heyburn.

My Commission Expires:

Notary Public - State of Texas

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this ___ day of _____, 2006, by _____ of Impala Drilling, Inc., a _____ corporation, and on behalf of said corporation.

My Commission Expires:

Doc Bk Vol Pg
00919242 DR 7192 104

THE STATE OF TEXAS

§
§
§

COUNTY OF BRAZOS

This instrument was acknowledged before me on this _____ day of _____, 2006,
by DON R. CAIN.

My Commission Expires:

Notary Public - State of Texas

THE STATE OF TEXAS

§
§
§

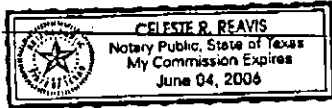
COUNTY OF HARRIS

This instrument was acknowledged before me on this 28 day of February, 2006,
by John Heyburn.

My Commission Expires:

Celeste R. Reavis

Notary Public - State of Texas



THE STATE OF TEXAS

§
§
§

COUNTY OF BRAZOS

This instrument was acknowledged before me on this _____ day of _____, 2006,
by _____ of Impala Drilling, Inc., a _____ corporation,
and on behalf of said corporation.

My Commission Expires:

Doc Bk Vol Pg
00919242 DR 7192 105

THE STATE OF TEXAS

§
§
§

COUNTY OF BRAZOS

This instrument was acknowledged before me on this ____ day of _____, 2006,
by DON R. CAIN.

My Commission Expires:

Notary Public - State of Texas

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this ____ day of _____, 2006,
by John Heyburn.

My Commission Expires:

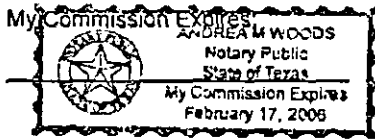
Notary Public - State of Texas

THE STATE OF TEXAS

§
§
§

COUNTY OF BRAZOS

This instrument was acknowledged before me on this 17th day of February, 2006,
by Stephene Oden, President of Impala Drilling, Inc., a Texas corporation,
and on behalf of said corporation.



Andrea M. Woods
Notary Public - State of Texas

Doc	Bk	Vol	Ps
00919242	DR	7192	106

EXHIBIT "A"

Attached to and made a part of that certain Declaration of Pooled Unit dated effective November 1, 2005 for the W B Keyser Unit No 1 RE, Brazos County, Texas

Oil, Gas, and Mineral Lease dated October 26, 2004 from Billie Gwen Keyser Lemon and husband, Don Lemon, Lessor, to Anadarko E&P Company LP, Lessee, said lease recorded in Volume 6426, Page 293, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000048128/005

Oil, Gas, and Mineral Lease dated October 26, 2004 from Neely Keyser Nickle and wife, Jean L. Nickle, Husband and Wife, Lessor, to Anadarko E&P Company LP, Lessee, said lease recorded in Volume 6427, Page 001, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000048128/006

Oil, Gas, and Mineral Lease dated October 21, 2004 from Gladys Milo Johnson, a widow, Lessor, to Anadarko E&P Company LP, Lessee, said lease recorded in Volume 6427, Page 005, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000048128/011

Oil, Gas, and Mineral Lease dated November 9, 2004 from Andrew Michael Hansell, as his sole and separate property, Lessor, to Anadarko E&P Company LP, Lessee, said lease recorded in Volume 6427, Page 009, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000048128/008

Oil, Gas, and Mineral Lease dated November 9, 2004 from Kelly Elizabeth Hansell, as her sole and separate property, Lessor, to Anadarko E&P Company LP, Lessee, said lease recorded in Volume 6427, Page 013, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000048128/009

Oil, Gas, and Mineral Lease dated October 21, 2004 from Edward Milo Hansell, dealing in his sole and separate property, Lessor, to Anadarko E&P Company LP, Lessee, said lease recorded in Volume 6427, Page 017, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000048128/007

Oil, Gas, and Mineral Lease dated November 9, 2004 from Douglas Matthew Hansell, as his sole and separate property, Lessor, to Anadarko E&P Company LP, Lessee, said lease recorded in Volume 6427, Page 025, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000048128/012

Oil, Gas, and Mineral Lease dated November 9, 2004 from Delores M. Woodward Estate Planning Trust, Delores M. Woodward, Trustee, Lessor, to Anadarko E&P Company LP, Lessee, said lease recorded in Volume 6427, Page 021, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000048128/010

Oil, Gas, and Mineral Lease dated June 19, 1989 from Sam Milton Dunlap a/k/a S. M. Dunlap and wife, Donna Dunlap, Lessor, to Ogden Resources Corporation, Lessee, said lease recorded in Volume 1169, Page 397, Official Records of Brazos County, Texas.
AEPC Lease No.: TX-000047867

Oil, Gas, and Mineral Lease dated April 19, 2001 from S. Hoshel Smith and wife, Glenna F. Smith, Lessor, to Ogden Resources Corporation, Lessee, said lease recorded in Volume 4120, Page 30, Official Public Records of Brazos County, Texas.

Oil, Gas, and Mineral Lease dated April 24, 2001 from Dunlap Ranch, L.P., Lessor, to Ogden Resources Corporation, Lessee, said lease recorded in Volume 4124, Page 270, Official Public Records of Brazos County, Texas.

Oil, Gas, and Mineral Lease dated November 29, 2004 from Thomas W. Burnside and wife, Dayle Burnside, Lessor, to Anadarko E&P Company LP, Lessee, a Memorandum of said lease recorded in Volume 6438, Page 227, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000046612/001

Oil, Gas, and Mineral Lease dated November 17, 1992 from S. Hoshel Smith and wife, Glenna Smith, Lessor, to Union Pacific Resources Company, Lessee, said lease recorded in Volume 1687, Page 028, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000046616/003

Doc	Bk	Vol	Pa
00919242	OR	7192	107

Oil, Gas, and Mineral Lease dated November 19, 1992 from S. Hoshel Smith acting in his sole and separate property, Lessor, to Union Pacific Resources Company, Lessee, said lease recorded in Volume 1687, Page 025, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000046616/002

Oil, Gas, and Mineral Lease dated November 20, 1992 from Ellen Ruth Sebren, acting in her sole and separate property, Lessor, to Union Pacific Resources Company, Lessee, said lease recorded in Volume 1687, Page 013, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000046616/001

Oil, Gas, and Mineral Lease dated April 15, 1993 from Michael S. Pertl and wife, Rebecca R. Pertl, Lessor, to Union Pacific Resources Company, Lessee, said lease recorded in Volume 1803, Page 113, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000046616/006

Oil, Gas, and Mineral Lease dated September 15, 1993 from Shelby J. Lee and wife, Sharon L. Lee, Lessor, to Union Pacific Resources Company, Lessee, said lease recorded in Volume 1925, Page 085, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000046616/005

Oil, Gas, and Mineral Lease dated December 15, 1992 from Lesley L. Meineke, a single man, and Lesley S. Meineke, Trustee for Meineke Marital Trust, Lessor, to Union Pacific Resources Company, Lessee, said lease recorded in Volume 1715, Page 140, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000046616/004

Oil, Gas, and Mineral Lease dated February 3, 1993 from S. Hoshel Smith, acting in his sole and separate property, Lessor, to Union Pacific Resources Company, Lessee, said lease recorded in Volume 1748, Page 148, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000047029/006

Oil, Gas, and Mineral Lease dated December 7, 2004 from Luther T. Sebren, Lessor, to Anadarko E&P Company LP, Lessee, said lease recorded in Volume 6435, Page 280, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000047029/015

Oil, Gas, and Mineral Lease dated March 16, 1993 from Ellen Maxey Vaughn, Individually and as Independent Executrix of the Estate of Glenn Garland Vaughn, Deceased, Lessor, to Union Pacific Resources Company, Lessee, said lease recorded in Volume 1786, Page 161, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000047029/011

Oil, Gas, and Mineral Lease dated November 19, 1992 from Malcolm F. Gemgross and Alice Gemgross, Lessor, to Union Pacific Resources Company, Lessee, said lease recorded in Volume 1726, Page 300, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000047019/003

Oil, Gas, and Mineral Lease dated December 16, 1992 from Minnie Milo, by Delores Woodward, Agent and Attorney-in-Fact, Lessor, to Union Pacific Resources Company, Lessee, said lease recorded in Volume 1726, Page 286, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000047019/001

Oil, Gas, and Mineral Lease dated December 16, 1992 from Donald Wayne Lemon and Billie Gwyn Keyser Lemon, Lessor, to Union Pacific Resources Company, Lessee, said lease recorded in Volume 1726, Page 278, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000047019/002

Oil, Gas, and Mineral Lease dated December 16, 1992 from Neely Keyser Nickle and Jean L. Nickle, Husband and Wife, Lessor, to Union Pacific Resources Company, Lessee, said lease recorded in Volume 1737, Page 303, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000047019/005

Oil, Gas, and Mineral Lease dated December 18, 1992 from William L. Johnson and Gladys Milo Johnson (husband and wife), Lessor, to Union Pacific Resources Company, Lessee, said lease recorded in Volume 1726, Page 270, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000047019/004

Doc	Ek	Vol	Pg
00919242	OR	7192	108

Oil, Gas, and Mineral Lease dated January 14, 1993 from Malcolm F. Gemgross and Patricia E. Gemgross, husband and wife, Lessor, to Union Pacific Resources Company, Lessee, said lease recorded in Volume 1715, Page 135, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000047019/009

Oil, Gas, and Mineral Lease dated November 15, 1992 from Michael W. Pavalock and Janet L. Pavalock (husband and wife), Lessor, to Union Pacific Resources Company, Lessee, said lease recorded in Volume 1690, Page 001, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000047019/007

Oil, Gas, and Mineral Lease dated November 15, 1992 from James A. Pavalock and Valeria Ann Pavalock (husband and wife), Lessor, to Union Pacific Resources Company, Lessee, said lease recorded in Volume 1690, Page 004, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000047019/008

Oil, Gas, and Mineral Lease dated November 15, 1992 from Dale Spires and Anna Spires (husband and wife), Lessor, to Union Pacific Resources Company, Lessee, said lease recorded in Volume 1687, Page 031, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000047019/006

Oil, Gas, and Mineral Lease dated September 8, 2004 from Ralph Howard Mitchell, Jr., Lessor, to Anadarko E&P Company LP, Lessee, said lease recorded in Volume 6338, Page 198, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000060206/016

Oil, Gas, and Mineral Lease dated September 8, 2004 from William T. Mitchell, Lessor, to Anadarko E&P Company LP, Lessee, said lease recorded in Volume 6338, Page 192, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000060206/011

Oil, Gas, and Mineral Lease dated September 8, 2004 from Mary Lois Wickes Davis, Lessor, to Anadarko E&P Company LP, Lessee, said lease recorded in Volume 6338, Page 195, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000060206/013

Oil, Gas, and Mineral Lease dated September 8, 2004 from Thomas William Voelter, Lessor, to Anadarko E&P Company LP, Lessee, said lease recorded in Volume 6338, Page 183, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000060206/008

Oil, Gas, and Mineral Lease dated September 8, 2004 from Henry G. Wickes, Jr., Lessor, to Anadarko E&P Company LP, Lessee, said lease recorded in Volume 6338, Page 189, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000060206/010

Oil, Gas, and Mineral Lease dated September 8, 2004 from Sarah Wilkerson Holmgreen, Lessor, to Anadarko E&P Company LP, Lessee, said lease recorded in Volume 6338, Page 186, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000060206/009

Oil, Gas, and Mineral Lease dated September 8, 2004 from Anne E. MacDowell, a/k/a Anne E. Wilkerson McDowell, Lessor, to Anadarko E&P Company LP, Lessee, said lease recorded in Volume 6338, Page 207, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000060206/015

Oil, Gas, and Mineral Lease dated September 8, 2004 from Lonnie O. Wilkerson, III, Lessor, to Anadarko E&P Company LP, Lessee, said lease recorded in Volume 6338, Page 201, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000060206/014

Oil, Gas, and Mineral Lease dated September 8, 2004 from Tyree Bond Wilkerson, Lessor, to Anadarko E&P Company LP, Lessee, said lease recorded in Volume 6338, Page 204, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000060206/012

Oil, Gas, and Mineral Lease dated September 7, 1993 from State of Texas M-95348, Lessor, to Union Pacific Resources Company, Lessee, said lease recorded in Volume 1916, Page 279, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000060052

Doc	Bk	Vol	Ps
00919242	OR	7192	109

Oil, Gas, and Mineral Lease dated December 2, 1989 from Doris Jean Lindley et al, Lessor, to Ogden Resources Corporation, Lessee, said lease recorded in Volume 1169, Page 420, Official Records of Brazos County, Texas.
AEPC Lease No.: TX-000047870/001

Oil, Gas, and Mineral Lease dated November 28, 1989 from Patsy R. Williams, Lessor, to Ogden Resources Corporation, Lessee, said lease recorded in Volume 1169, Page 489, Official Records of Brazos County, Texas.
AEPC Lease No.: TX-000047870/004

Oil, Gas, and Mineral Lease dated December 2, 1989 from Selma Hein Selman, Individually and as Independent Executrix of the Estate of Horace Selman, Deceased, Lessor, to Ogden Resources Corporation, Lessee, said lease recorded in Volume 1169, Page 478, Official Records of Brazos County, Texas.
AEPC Lease No.: TX-000047870/003

Oil, Gas, and Mineral Lease dated January 5, 1990 from Warren V. Smith, a single man, and Lois Curd Smith and husband, A. C. Smith, Lessor, to Ogden Resources Corporation, Lessee, said lease recorded in Volume 1169, Page 471, Official Records of Brazos County, Texas.
AEPC Lease No.: TX-000048127/001

Oil, Gas, and Mineral Lease dated January 5, 1990 from Fred Smith and wife, Madolyn Smith, Lessor, to Ogden Resources Corporation, Lessee, said lease recorded in Volume 1169, Page 466, Official Records of Brazos County, Texas.
AEPC Lease No.: TX-000048127/002

Oil, Gas, and Mineral Lease dated January 5, 1990 from Alfred C. Smith, Jr., dealing in his separate property, Lessor, to Ogden Resources Corporation, Lessee, said lease recorded in Volume 1169, Page 462, Official Records of Brazos County, Texas.
AEPC Lease No.: TX-000048127/003

Oil, Gas, and Mineral Lease dated May 12, 2005, from Genetic Resources International, LLC, Lessor, to Anadarko E&P Company LP, Lessee, said lease recorded in Volume 6766, Page 275, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000048128/013

Oil, Gas, and Mineral Lease dated May 12, 2005 from Game Enterprises, LLC, a Texas Limited Liability Company, Lessor, to Anadarko E&P Company LP, Lessee, said lease recorded in Volume 6890, Page 156, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000048128/014

Oil, Gas, and Mineral Lease dated August 31, 2005, from Dunlap Ranch, L.P., by Samuel Kent Dunlap, General Partner, Lessor, to Anadarko E&P Company LP, Lessee, said lease recorded in Volume 6949, Page 159, Official Public Records of Brazos County, Texas.
AEPC Lease No.: TX-000119473

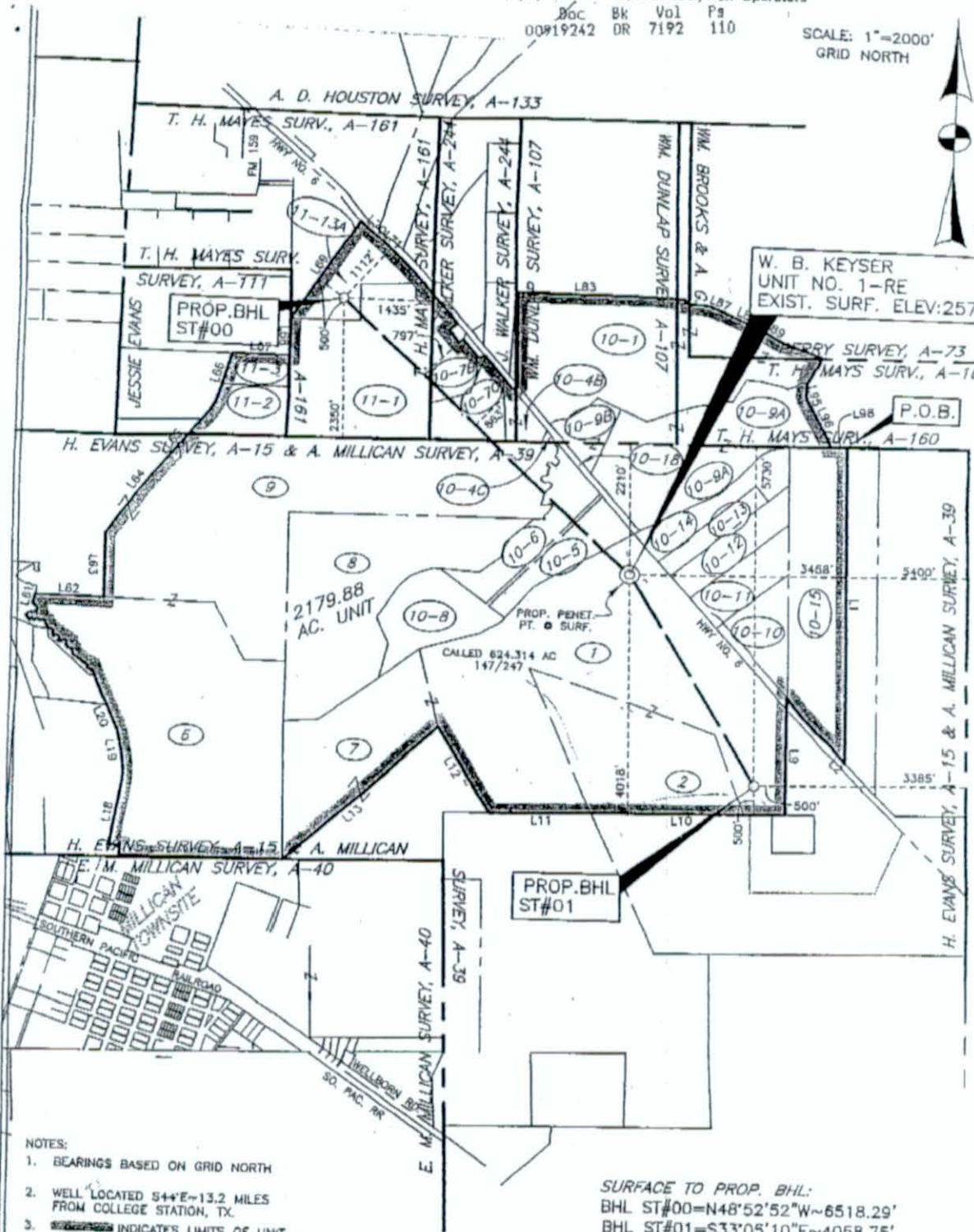
The leases in this Exhibit "A" to the W. B. Keyser Unit No. 1 RE Declaration of Pooled Unit are limited to the stratigraphic equivalent of the Georgetown formation as defined in the Gamma Ray log of the Dugger-Smith No. 1 Well or TVD depths between 12,360' and 12,455' located in the A G Perry & Brooks William Survey, A-73, Brazos County.

Exhibit "B"

Attached to and made a part of that certain Declaration of Pooled Unit dated November 1, 2005 by and between Anadarko E&P Company LP, Operator, and Ogden Resources, LTD. et al, Non-Operators

Doc Bk Vol Pg
00919242 DR 7192 110

SCALE: 1"=2000'
GRID NORTH



NOTES:

1. BEARINGS BASED ON GRID NORTH
2. WELL LOCATED S44°E~13.2 MILES FROM COLLEGE STATION, TX.
3. ~~INDICATES~~ INDICATES LIMITS OF UNIT.
4. SURF. LOC. POSITION: NAD 27
LATITUDE: 30°29'04.35" N
LONGITUDE: 96°10'39.47" W
DERIVED BY GPS
ACCURACY 5-7 METERS.
5. SEE EXHIBIT "A" FOR UNIT PERIMETER METES AND ACREAGE TABULATION.

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

RE-ENTRY PLAT PREPARED: APRIL, 2005

Signature of S.M. Kling
BY: S.M. KLING

REVISED: 10-05-05
EXTENDED LATERAL (01)

RE-ENTRY PLAT
2179.88 ACRE UNIT

W. B. KEYSER UNIT NO.1-RE

ANADARKO E&P COMPANY LP

HOLDEN EVANS, A-15 &

A. MILLICAN SURVEY, A-39, ETC

BRAZOS COUNTY, TEXAS

SCALE: 1"=2000' APRIL, 2005 PG. 1 OF 2

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

Wellbore Project: REKEYSER CRD WORLD-MILICAN TOWNSHIP-AND-NORTHER-BUG 6/16/2005 46237 PH LST

UNIT PERIMETER METES:

LINE	BEARING	DISTANCE
L1	S03°17'01"E	5378.18'
L2	N46°03'43"W	189.13'
L3	N58°12'31"W	144.37'
L4	N46°03'43"W	85.00'
L5	N51°17'27"W	219.46'
L6	N43°01'44"W	248.83'
L7	N38°43'28"W	183.10'
L8	N43°01'44"W	41.59'
L9	S02°37'58"E	1945.88'
L10	S85°30'09"W	3113.62'
L11	S85°22'28"W	1651.53'
L12	N34°18'43"W	1628.35'
L13	S45°04'30"W	3152.20'
L14	S87°34'39"W	1344.38'
L15	S87°04'22"W	1263.69'
L16	N02°08'34"W	162.79'
L17	S89°37'59"W	184.00'
L18	N08°15'34"E	1089.99'
L19	N12°47'08"W	253.09'
L20	N27°41'08"W	423.29'
L21	N23°33'08"W	89.57'
L22	S88°27'21"W	32.75'
L23	N32°27'22"W	20.87'
L24	N64°22'10"W	43.32'
L25	N18°14'05"W	60.87'
L26	N78°45'20"W	31.87'
L27	N54°11'53"W	264.26'
L28	N18°53'15"W	23.81'
L29	N68°12'22"W	39.18'
L30	N87°19'06"W	39.02'
L31	N15°45'38"W	42.49'
L32	N72°35'36"W	23.92'
L33	N14°18'51"E	72.44'
L34	N60°24'47"W	42.93'
L35	S31°08'36"W	77.10'
L36	N82°39'39"W	59.13'
L37	N58°31'48"E	47.70'
L38	N25°47'47"W	57.00'
L39	N54°13'57"W	51.10'
L40	S59°48'31"W	55.25'
L41	N14°00'39"W	67.36'
L42	N51°57'48"E	26.83'
L43	N51°37'44"W	58.31'
L44	N82°38'38"W	51.90'
L45	N18°45'12"W	49.55'
L46	N47°31'18"W	39.86'
L47	N08°59'11"W	40.54'
L48	N44°48'38"W	38.47'
L49	S88°48'59"W	33.37'
L50	N75°38'41"W	80.05'
L51	S48°24'15"W	41.13'
L52	N63°29'18"W	42.99'
L53	S59°01'03"W	42.53'
L54	N37°48'20"W	119.80'
L55	N53°43'08"E	100.77'
L56	S35°19'56"E	38.37'
L57	N58°13'04"E	81.75'
L58	N14°33'38"E	36.87'
L59	N34°04'21"W	43.78'
L60	N51°38'30"W	76.27'
L61	N12°08'20"E	142.25'
L62	N87°55'40"E	1132.03'
L63	N01°24'22"W	1111.63'
L64	N34°00'34"E	980.11'
L65	N36°54'54"E	1260.02'
L66	N14°14'39"E	597.41'
L67	N87°52'45"E	910.09'
L68	N02°21'13"W	633.95'
L69	N30°56'38"E	1886.27'
L70	S50°43'31"E	400.95'
L71	S48°01'48"E	200.25'
L72	S43°01'31"E	113.40'
L73	S43°53'15"E	200.25'
L74	S43°01'31"E	534.80'
L75	S46°58'29"W	184.50'
L76	S43°01'31"E	269.77'
L77	N46°58'28"E	82.70'
L78	S43°01'31"E	400.00'
L79	N70°18'49"E	110.84'
L80	S43°01'31"E	712.99'
L81	N46°58'28"E	100.00'
L82	N03°37'19"W	1582.07'
L83	N87°30'05"E	2188.47'
L84	N89°50'41"E	520.32'
L85	S05°27'43"W	81.78'
L86	S88°05'18"E	391.79'
L87	S70°23'47"E	300.28'
L88	S87°28'40"E	840.12'
L89	S61°17'07"E	325.77'
L90	S71°08'52"E	733.26'
L91	S19°01'31"W	191.20'
L92	S42°23'33"W	51.64'
L93	S23°50'44"W	269.01'
L94	S00°34'24"W	206.86'
L95	S19°33'20"E	70.94'
L96	S58°28'31"E	785.85'
L97	S21°55'39"E	87.40'
L98	N03°31'26"E	256.59'

W. B. KEYSER UNIT NO. 1-RE			
TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
①	339.85	BILLIE G. KEYSER LEMON, ET VIR *	6428/293
②	107.34	BILLIE G. KEYSER LEMON, ET VIR *	1218/648
⑥	273.65	SAM MILTON DUNLAP, ET UX	1169/397
⑦	95.03	BILLIE G. KEYSER LEMON, ET VIR *	1219/648
⑧	160.80	H. HOSHEL SMITH, ET UX	4120/30
⑨	306.81	DUNLAP RANCH, L.P.	4124/270
10-1	176.38	THOMAS W. BURNSIDE, ET UX	6438/227
10-4B	8.47	S. HOSHEL SMITH, ET UX *	1687/28
10-4C	0.48	S. HOSHEL SMITH, ET UX *	1687/28
10-5	28.03	ELLEN RUTH SEBREN *	1687/13
10-6	36.89	ELLEN RUTH SEBREN *	1687/13
10-7B	19.67	S. HOSHEL SMITH ELLEN VAUGHN, IND. & IND. EXE.	1746/148 1786/161
10-7C	25.45	S. HOSHEL SMITH ELLEN VAUGHN, IND. & IND. EXE.	1746/148 1786/161
10-8	48.15	ELLEN RUTH SEBREN *	1687/13
10-8A	114.02	LESLEY L. MEINEKE, TR.	1715/140
10-8B	15.47	LESLEY L. MEINEKE, TR.	1715/140
10-10	30.53	MALCOLM & ALICE GERNGROSS *	1726/300
10-11	26.68	MALCOLM GERNGROSS, ET UX *	1715/135
10-12	26.14	MICHAEL W. PAVALOCK, ET UX *	1690/001
10-13	14.72	JAMES A. PAVALOCK, ET UX *	1690/004
10-14	28.03	DALE SPIRES, ET UX *	1687/031
10-15	101.72	RALPH HOWARD MITCHELL, JR. *	6338/198
10-18	7.22	STATE OF TEXAS-HWY 6-ROW	1918/279
11-1	120.87	SAM MILTON, DUNLAP, ET UX	1169/397
11-2	23.96	DORIS JEAN LINDLEY, ET AL	1169/420
11-3	12.27	PATSY R. WILLIAMS SELMA H. SELMAN, IND. & IND. EXE.	1169/499 1169/478
11-13A	34.05	WARREN V. SMITH, ET AL *	1169/471
2179.88 ACRE UNIT			

* THIS TRACT COVERED BY OTHER LEASES NOT LISTED HERE

Doc 8k Vol Pg
00919242 OR 7192 111

EXHIBIT "A"
RE-ENTRY PLAT
2179.88 ACRE UNIT

W. B. KEYSER UNIT NO.1-RE

ANADARKO E&P COMPANY LP
HOLDEN EVANS, A-15 &
A. MILICAN SURVEY, A-39, ETC
BRAZOS COUNTY, TEXAS

SCALE: 1"=2000' APRIL, 2005 PG. 2 OF 2

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

W. B. Keyser Unit No. 1 - RE
 2179.88 Acre Unit
 Anadarko E&P Company LP
 Holden Evans Survey, A-15, & A. Millican Survey, A-39
 Jessie Evans Survey, A-111
 T. H. Mays Survey, A-161
 J. Walker Survey, A-244
 Wm. Dunlap Survey, A-107
 T. H. Mays Survey, A-160
 Wm. Brooks & A.G. Perry Survey, A-73
 Brazos County, Texas

Field notes of a 2179.88 acre tract or parcel of land, lying and being situated in the Holden Evans Survey, Abstract No. 15, in the A. Millican Survey, Abstract No. 39, in the Jessie Evans Survey, Abstract No. 111, in the T. H. Mays Survey, Abstract No. 161, in the J. Walker Survey, Abstract No. 244, in the Wm. Dunlap Survey, Abstract No. 107, in the T. H. Mays Survey, Abstract No. 160, and in the Wm. Brooks & A.G. Perry Survey, Abstract No. 73, Brazos County, Texas, and consisting of the following tracts:

Part of the called 309.225 acre - Tract 1 and part of the called 309.225 acre - Tract 2 described in the deed recorded in Volume 1178, Page 703, of the Official Records of Brazos County, Texas;

Part of the called 943 acre - 1st Tract described in the deed recorded in Volume 78, Page 318, of the Deed Records of Brazos County, Texas;

All of the called 88.70 acre - Tract No. 1 and all of the called 88.70 acre - Tract No. 2 described in the deed from Selected Lands Corporation to Selected Lands, Ltd #15, as recorded in Volume 318, Page 319, of the Deed Records of Brazos County, Texas;

All of the called 9.25 acre tract described in the deed from S. H. Smith, Sr., et ux to S. H. Smith, Jr., as recorded in Volume 209, Page 491, of the Deed Records of Brazos County, Texas;

All of that certain triangular shaped tract containing 0.48 acre of land, more or less, located in the Wm. Dunlap Survey, Abstract No. 107, and being bounded as follows: on the northeast by the original southwest right-of-way line of State Hwy No. 6, on the south by the south line of the said Dunlap Survey, same being an easterly north line of the Dunlap Estate - called 943 acre tract described in Volume 78, Page 318, of the Deed Records of Brazos County, Texas, and on the west by the east line of the abovementioned 9.25 acre tract (209/491);

All of the called 28.000 acre tract described in the deed from Lesley S. Meineke, et ux, to Michael S. Perl, et ux, as recorded in Volume 1193, Page 249, of the Official Records of Brazos County, Texas;

All of the called 36.25 acre tract described in the deed from Lesley L. Meineke to Shelby J. Lee, et ux, as recorded in Volume 1314 Page 98, of the Official Records of Brazos County, Texas;

All of the called 18.2 acre tract described in the deed from S. H. Smith, et ux, to Glenn G. Vaughn, et ux, as recorded in Volume 131, Page 517, of the Deed Records of Brazos County, Texas;

All of the called 25.2 acre tract described in the deed from S. H. Smlth, et ux, to G. G. Vaughn, as recorded in Volume 138, Page 145, of the Deed Records of Brazos County, Texas;

W. B. Keyser Unit No. 1 - RE
2179.88 Acre Unit
Anadarko E&P Company LP
Holden Evans Survey, A-15, etc.
Brazos County, Texas
Continued - Page 2

All of the remainder of the called 109½ acre tract described in the deed from S. H. Smith, et ux, to Wallace W. Hyatt, as recorded in Volume 166, Page 226, of the Deed Records of Brazos County, Texas;

All of the called 113.98 acre tract (net) described in the deed from William B. Pool to Lesley L. Meineke, et ux, as recorded in Volume 305, Page 515, of the Deed Records of Brazos County, Texas;

All of the called 15.00 acre tract described in the deed from Lesley Stewart Meineke to Lesley L. Meineke, as recorded in Volume 858, Page 28, of the Official Records of Brazos County, Texas;

All of the called 25.006 acre tract and all of the adjoining original right-of-way of Hwy No. 6 described in the deed from W. B. Keyser, et ali, to Malcolm Gerngross and Alice Gerngross, as recorded in Volume 475, Page 651, of the Deed Records of Brazos County, Texas;

All of the called 25.010 acre tract and all of the adjoining original right-of-way of Hwy No. 6 described in the deed from W. B. Keyser, et ali, to Max E. Turner, as recorded in Volume 475, Page 189, of the Deed Records of Brazos County, Texas;

All of the called 25.00 acre tract and all of the adjoining original right-of-way of Hwy No. 6 described in the deed from W. B. Keyser, et ali, to Michael W. Pavalock, et ux, as recorded in Volume 479, Page 545, of the Deed Records of Brazos County, Texas;

All of the called 14.000 acre tract and all of the adjoining original right-of-way of Hwy No. 6 described in the deed from W. B. Keyser, et ali, to James A. Pavalock, et ux, as recorded in Volume 479, Page 539, of the Deed Records of Brazos County, Texas;

All of the called 26.570 acre tract and all of the adjoining original right-of-way of Hwy No. 6 described in the deed from W. B. Keyser, et all, to Dale O. Spiras, et ux, as recorded in Volume 479, Page 551, of the Deed Records of Brazos County, Texas;

All of the called 100.03 acre - First Tract described in the deed from Roger Sloan Williams, et ux, to W. C. Mitchell, as recorded in Volume 210, Page 507, of the Deed Records of Brazos County, Texas;

All of the called 134.3 acre (net) tract described in the deed recorded in Volume 251, Page 587, of the Deed Records of Brazos County, Texas;

All of the called 35.2 acre tract (and ¼ of the adjoining right-of-way of F. M. No. 9159) described in the deed recorded in Volume 224, Page 75, of the Deed Records of Brazos County, Texas, (this 35.2 acre tract includes the called 11.732 acre tract described in Volume 343, Page 487, of the Deed Records of Brazos County, Texas);

And all of the called 32.97 acre - 1st Tract described in the Partition Deed recorded in Volume 222, Page 598, of the Deed Records of Brazos County, Texas, and said 2179.88 acre tract being more particularly described as follows:

W. B. Keyser Unit No. 1 - RE
2179.88 Acre Unit
Anadarko E&P Company LP
Holden Evans Survey, A-15, etc.
Brazos County, Texas
Continued - Page 3

BEGINNING at the northeast corner of the beforementioned 100.03 acre - 1st Tract (210/507), same being the northwest corner of the called 63.97 acre - 2nd Tract described in said Volume 210, Page 507, of the Deed Records of Brazos County, Texas;

THENCE S 03° 17' 01" E along the common line between the beforementioned 100.03 acre and 63.97 acre tracts for a distance of 5379.18 feet to the original northeast right-of-way line of State Highway No. 6;

THENCE along the original northeast right-of-way line of State Highway No. 6, as follows:

N 46° 03' 43" W	for a distance of 199.13 feet,
N 38° 12' 31" W	for a distance of 146.37 feet,
N 46° 03' 43" W	for a distance of 85.00 feet,
N 51° 17' 27" W	for a distance of 219.46 feet to the beginning of a curve, concave to the northeast, having a radius of 5679.58 feet,
Northwesterly along said curve, for an arc length of 300.66 feet to the end of this curve, the chord bears N 44° 32' 44" W - 300.62 feet,	
N 43° 01' 44" W	for a distance of 248.63 feet,
N 36° 45' 28" W	for a distance of 183.10 feet,
N 43° 01' 44" W	for a distance of 41.59 feet to the northwest corner of the State of Texas (Hwy 6) Lease Tract M-95350 called 29.94 acres, as described in Volume 1916, Page 291, of the Official Records of Brazos County, Texas;

THENCE S 02° 37' 58" E across State Hwy No. 6, at a distance of 197.57 feet, pass the original southwest right-of-way line of State Hwy No. 6, at a distance of 223.95 feet, pass a 3/8" iron rod found at a 13" elm tree fence corner marking the northeast corner of the beforementioned 309.225 acre - Tract 1, continue on, along the east line of the 309.225 acre tract, adjacent to a fence, for a total distance of 1945.88 feet to a 3/8" iron rod found at a crosstie fence corner marking the southeast corner of the 309.225 acre tract, same being an interior ell corner of the 7-11 Ranch Subdivision - Phase 2 according to the plat recorded in Volume 628, Page 661, of the Official Records of Brazos County, Texas;

THENCE S 86° 50' 09" W along the south line of the beforementioned 309.225 acre - Tract 1, same being the north line of the beforementioned 7-11 Ranch - Phase 2, adjacent to a fence, for a distance of 3113.62 feet to a 3" iron stake found at crosstie fence corner marking the northwest corner of the said Phase 2;

THENCE S 86° 22' 28" W continuing along the south line of the beforementioned 309.225 acre - Tract 1, same being the north line of the Boyette - called 282.24 acre (net) tract, Volume 164, Page 03, of the Deed Records of Brazos County, Texas, adjacent to a fence, for a distance of 1651.53 feet to a southwest corner of the 335.95 acre unit surrounding the W. B. Keyser Well No. 1, from which a 1/2" iron rod found at an 18" snag marking the interior ell corner of the 309.225 acre - Tract 1 bears S 86° 22' 28" W - 750.00 feet;

W. B. Keyser Unit No. 1 - RE
2179.88 Acre Unit
Anadarko E&P Company LP
Holden Evans Survey, A-15, etc.
Brazos County, Texas
Continued - Page 4

THENCE through the interior of the beforementioned 309.225 acre tracts, along the lines of the 583.29 acre unit surrounding the Keyser-Boyette Unit Well No. 1, as follows:

N 34° 18' 43" W	for a distance of 1629.35 feet,
S 45° 04' 30" W	for a distance of 3355.20 feet to the southwest corner of the 309.225 acre - Tract 2, same being the southeast corner of the beforementioned 943 acre tract, from which a ½" iron rod found at a 4" creosote post fence corner bears S 02° 54' 15" E - 0.75 feet;

THENCE along the south line of the beforementioned 943 acre tract, same being the south line of the beforementioned Evans & Millican Survey and being the north line of the Townsite of Millican according to the plat recorded in Volume "P", Page 484, of the Deed Records of Brazos County, Texas, adjacent to a fence, as follows:

S 87° 34' 38" W	for a distance of 1344.38 feet to a 6" creosote post fence corner,
S 87° 04' 22" W	for a distance of 1263.69 feet to a cross-tie fence corner marking the occupied southeast corner of the called ½ acre tract described in the deed from M. R. Millican and W. A. Millican to Trustees of the Methodist Episcopal Church of Millican, as recorded in Volume "S", Page 397, of the Deed Records of Brazos County, Texas;

THENCE along the fenced and occupied lines of the beforementioned ½ acre Church tract, as follows:

N 02° 09' 34" W	for a distance of 162.79 feet to a 4" creosote post fence corner,
S 89° 57' 59" W	at a distance of 97.6 feet, pass a cross-tie fence corner in the fenced east line of F. M. No. 159, continue on for a total distance of 184.00 feet to the centerline right-of-way of F. M. No. 159;

THENCE along the centerline right-of-way of F. M. No. 159 as follows:

N 08° 15' 54" E	for a distance of 1089.99 feet to the beginning of a curve, concave to the west having a radius of 1145.92 feet,
	Northerly along said curve for an arc length of 421.00 feet to the end of this curve, the chord bears N 02° 15' 36" W - 419.64 feet,
N 12° 47' 06" W	for a distance of 253.09 feet to the beginning of a curve, concave to the west, having a radius of 1145.92 feet, a concrete right-of-way marker bears S 54° 00' 01" E - 61.98 feet,
	Northerly along said curve for an arc length of 298.00 feet to the end of this curve, the chord bears N 20° 14' 06" W - 297.16 feet,

W. B. Keyser Unit No. 1 - RE
2179.88 Acre Unit
Anadarko E&P Company LP
Holden Evans Survey, A-15, etc.
Brazos County, Texas
Continued - Page 5

N 27° 41' 06" W for a distance of 423.29 feet to the beginning of a curve, concave to the northeast, having a radius of 5729.58 feet,
Northwesterly along said curve for an arc length of 413.33 feet to the end of said curve, the chord bears N 25° 37' 06" W - 413.24 feet,
N 23° 33' 06" W for a distance of 89.57 feet to the center of a branch or creek, same being a westerly corner of the beforementioned 943 acre tract, from which a concrete right-of-way marker in the east line of F.M. No. 159 bears N 02° 45' 56" W - 104.6 feet and a broken concrete right-of-way marker in the west line of F.M. No. 159 bears N 45° 00' 11" W - 109.5 feet;

THENCE along the meanders of the average center of the beforementioned branch or creek, same being a westerly line of the 943 acre tract, as follows:

S 68° 27' 21" W for a distance of 32.75 feet,
N 32° 27' 22" W for a distance of 20.87 feet,
N 64° 22' 10" W for a distance of 43.32 feet,
N 18° 14' 05" W for a distance of 60.97 feet,
N 78° 45' 20" W for a distance of 21.97 feet,
N 54° 11' 53" W for a distance of 264.26 feet,
N 18° 53' 15" W for a distance of 83.81 feet,
N 66° 12' 22" W for a distance of 39.18 feet,
N 87° 19' 06" W for a distance of 39.02 feet,
N 15° 45' 38" W for a distance of 42.49 feet,
N 72° 35' 56" W for a distance of 23.92 feet,
N 14° 18' 51" E for a distance of 72.44 feet,
N 60° 24' 47" W for a distance of 42.93 feet,
S 51° 09' 36" W for a distance of 77.10 feet,
N 82° 39' 39" W for a distance of 59.13 feet,
N 58° 31' 49" E for a distance of 47.70 feet,
N 25° 47' 47" W for a distance of 57.00 feet,
N 54° 12' 57" W for a distance of 51.10 feet,
S 59° 48' 31" W for a distance of 55.25 feet,
N 14° 00' 39" W for a distance of 67.36 feet,
N 51° 57' 48" E for a distance of 26.83 feet,
N 51° 37' 44" W for a distance of 59.31 feet,
N 82° 36' 36" W for a distance of 51.90 feet,
N 19° 45' 12" W for a distance of 49.55 feet,
N 47° 31' 18" W for a distance of 39.86 feet,
N 08° 59' 11" W for a distance of 40.54 feet,
N 44° 46' 36" W for a distance of 38.47 feet,
S 68° 48' 59" W for a distance of 53.37 feet,
N 75° 39' 41" W for a distance of 80.05 feet,
S 49° 24' 15" W for a distance of 41.13 feet,
N 63° 29' 18" W for a distance of 42.98 feet,
S 59° 01' 03" W for a distance of 42.53 feet,
N 37° 48' 20" W for a distance of 119.80 feet,
N 53° 43' 06" E for a distance of 100.77 feet,
S 55° 19' 56" E for a distance of 36.37 feet,

W. B. Keyser Unit No. 1 - RE
2179.88 Acre Unit
Anadarko E&P Company LP
Holden Evans Survey, A-15, etc.
Brazos County, Texas
Continued - Page 6

N 56° 13' 04" E	for a distance of 81.75 feet,
N 14° 33' 36" E	for a distance of 38.87 feet,
N 34° 04' 21" W	for a distance of 43.78 feet,
N 51° 38' 50" W	for a distance of 76.27 feet,
N 12° 08' 20" E	for a distance of 142.25 feet to an interior ell corner of the 479.65 acre proration unit surrounding the Enterprise Unit Well No. 1;

THENCE N 87° 55' 40" E through the interior of the beforementioned 943 acre tract, along the south line of the beforementioned 479.65 acre tract, at a distance of 796.97 feet cross, the centerline of the right-of-way of F.M. No. 159, continue on, for a total distance of 1132.03 feet to the southeast corner of the 479.65 acre unit;

THENCE N 01° 24' 22" W along the southerly east line of the beforementioned 479.65 acre unit for a distance of 1111.63 feet to the centerline right-of-way of F.M. No. 159;

THENCE along the centerline right-of-way of F.M. No. 159, as follows:

N 34° 00' 54" E	for a distance of 980.11 feet to the beginning of a curve, concave to the southeast, having a radius of 5729.58 feet,
	Northeasterly along said curve for an arc length of 290.00 feet to the end of this curve, the chord bears N 35° 27' 54" E - 289.97 feet,
N 36° 54' 54" E	for a distance of 1260.02 feet to the beginning of a curve, concave to the northwest, having a radius of 1145.91 feet,
	Northeasterly along said curve for an arc length of 453.31 feet to the end of this curve, the chord bears N 25° 34' 57" E - 450.36 feet,
N 14° 14' 59" E	for a distance of 597.41 feet to the beginning of a curve, concave to the west, having a radius of 2864.79 feet,
	Northerly along said curve for an arc length of 103.30 feet and corner at the easterly northeast corner of the beforementioned 479.65 acre unit, the chord bears N 13° 13' 00" E - 103.30 feet, a concrete right-of-way marker found bears S 17° 51' 18" E - 84.1 feet;

THENCE N 87° 52' 45" E along the north line of the beforementioned 35.2 acre tract, same being the north line of the beforementioned 11.732 acre tract, at a distance of 44.30 feet, pass a 3/8" iron rod found at a 10" cedar post fence corner in the fenced east line of F.M. No. 159, continue on, adjacent to a fence, for a total distance of 910.09 feet to a 3/8" iron rod found at a 2" cedar post fence corner marking the northeast corner of the 35.2 acre and 11.732 acre tracts in a northerly west line of the 943 acre tract;

W. B. Keyser Unit No. 1 - RE
 2179.88 Acre Unit
 Anadarko E&P Company LP
 Holden Evans Survey, A-15, etc.
 Brazos County, Texas
 Continued - Page 7

THENCE N 02° 21' 13" W along the northerly west line of the beforementioned 943 acre tract, same being the east line of the 24.024 acre tract, Volume 226, Page 155, of the Deed Records of Brazos County, Texas, same being the common line between the beforementioned Evans Survey, A-111, and the beforementioned Mays Survey, A-161, adjacent to a fence, for a distance of 633.95 feet to a ½" iron rod found near a 24" post oak tree fence corner marking the southwest corner of the beforementioned 32.97 acre tract and being a northwest corner of the 943 acre tract;

THENCE N 30° 56' 38" E along the northwest line of the beforementioned 32.97 acre tract, at a distance of 1959.53 feet, pass a ½" iron rod found in the southwest line of State Highway No. 6, continue on for a total distance of 1986.27 feet to the original southwest right-of-way line of State Highway No. 6;

THENCE along the original southwest right-of-way line of State Highway No. 6, as follows:

S 50° 53' 31" E for a distance of 460.95 feet,
 S 48° 01' 46" E for a distance of 200.25 feet to the beginning of a curve, concave to the southwest, having a radius of 5669.58 feet,
 Southeasterly along said curve for an arc length of 778.43 feet to the end of this curve, the chord bears S 46° 57' 31" E - 777.82 feet,
 S 43° 01' 31" E for a distance of 113.40 feet,
 S 45° 53' 15" E for a distance of 200.25 feet,
 S 43° 01' 31" E for a distance of 534.60 feet to the north corner of the called 1 acre tract, Volume 101, Page 362, of the Deed Records of Brazos County, Texas;

THENCE along the common lines between the beforementioned 1 acre tract and the beforementioned 18.2 acre tract, as follows:

S 46° 58' 29" W for a distance of 184.50 feet,
 S 43° 01' 31" E for a distance of 269.77 feet,
 N 46° 58' 29" E for a distance of 82.70 feet to the west corner of the called 1 acre tract (roadside park) described in Volume 91, Page 339, of the Deed Records of Brazos County, Texas;

THENCE along the common line between the beforementioned 18.2 acre tract and the beforementioned 1 acre tract (91/339), as follows:

S 43° 01' 31" E for a distance of 400.00 feet,
 N 70° 16' 49" E at a distance of 82.59 feet, pass a concrete right-of-way marker found, continue on for a total distance of 110.84 feet to the east corner of the 1 acre roadside park tract in the original right-of-way line of State Highway No. 6;

THENCE S 43° 01' 31" E along the original southwest right-of-way line of State Highway No. 6, for a distance of 712.99 feet;

W. B. Keyser Unit No. 1 - RE
2179.88 Acre Unit
Anadarko E&P Company LP
Holden Evans Survey, A-15, etc.
Brazos County, Texas
Continued - Page 8

THENCE N46° 58' 29" E across the original right-of-way of State Highway No. 6 for a distance of 100.00 feet to the south corner of the called 1.07 acre tract described in Volume 203, Page 365, of the Deed Records of Brazos County, Texas, same being in the original northeast right-of-way of State Highway No. 6;

THENCE N03° 37' 19" W along the east line of the beforementioned 1.07 acre tract, same being the west line of the beforementioned 88.70 acre - Tract 1, at a distance of 1.52 feet, pass a 3/8" iron rod found, continue on, adjacent to a fence, for a total distance of 1580.07 feet to the northeast corner of the 1.07 acre tract, same being the northwest corner of the 88.70 acre tract, from which a 1/2" iron rod found at a crosstie fence corner bears N 86° 19' 29" E - 37.19 feet;

THENCE along the northerly lines of the beforementioned 88.70 acre - Tract 1, adjacent to a fence, as follows:

N 87° 30' 05" E	for a distance of 2189.47 feet to a 3/4" iron rod found at a 6" creosote post fence corner,
N 89° 50' 41" E	for a distance of 520.32 feet to a 3/8" iron rod found at a 6" creosote post fence corner,
S 05° 27' 43" W	for a distance of 61.76 feet to a 3/8" iron rod found at a crosstie fence corner at the southwest corner of the Dugger - called 97.56 acre tract, Volume 318, Page 319, of the Deed Records of Brazos County, Texas,
S 88° 05' 18" E	for a distance of 391.79 feet to a 14" elm tree fence angle point,
S 70° 23' 47" E	for a distance of 300.28 feet to a 3/4" iron rod found at an 8" cedar post fence corner marking the southeast corner of the 97.56 acre tract, same being the most westerly corner of the called 52.9 acre - Tract 3, Part 3, Volume 210, Page 507, of the Deed Records of Brazos County, Texas;

THENCE along the northerly lines of the beforementioned 8870 acre - Tract 1, same being the southerly lines of the beforementioned 52.9 acre tract, adjacent to a fence, as follows:

S 67° 28' 40" E	for a distance of 640.12 feet to a 12" elm tree fence angle point,
S 61° 17' 07" E	for a distance of 325.77 feet to a 10" post oak tree fence angle point,
S 71° 08' 52" E	for a distance of 733.26 feet to a 3/4" Iron rod found at a 28" triple pin oak tree fence corner marking the northeast corner of the 88.70 acre - Tract 1;

THENCE along the easterly lines of the beforementioned 88.70 acre - Tract 1, and the beforementioned 113.98 acre tract, adjacent to a fence, as follows:

S 19° 01' 31" W	for a distance of 191.20 feet to a 20" elm tree snag fence angle point,
S 42° 23' 53" W	for a distance of 51.64 feet to a crosstie fence angle point,

W. B. Keyser Unit No. 1 - RE
2179.88 Acre Unit
Anadarko E&P Company LP
Holden Evans Survey, A-15, etc.
Brazos County, Texas
Continued - Page 9

- S 23° 50' 44" W for a distance of 269.01 feet to a crosstie fence corner marking the common corner of the 88.70 acre tracts,
- S 00° 34' 24" W for a distance of 206.86 feet to an 8" snag fence angle point,
- S 19° 33' 20" E for a distance of 70.94 feet to a crosstie fence angle point,
- S 29° 29' 31" E for a distance of 785.65 feet to a 26" post oak tree fence angle point,
- S 21° 55' 39" E for a distance of 87.40 feet to a 3/8" iron rod found at an 18" post oak tree fence corner marking the southeast corner of the 113.98 acre tract in the north line of the beforementioned 100.03 acre tract;

THENCE N 83° 31' 26" E along the north line of the beforementioned 100.03 acre tract, adjacent to a fence, along or near the south line of the beforementioned Mays Survey, A-160, for a distance of 256.59 feet to the PLACE OF BEGINNING, containing 2179.88 acres of land, more or less.

Bearings based on grid north, NAD 83, Tx. State Plane, Central Zone. Distances and acreage are surface.

Prepared 03/01/06
has06-dvd\ANADARKO-w.b.keyser\re-2179.88ac.wpd

Filed for Record in:
BRAZOS COUNTY

On: Mar 10, 2006 at 04:34P

As a
Recording

Document Number: 00919242

Amount 111.00

Receipt Number - 286143

By:
Betty King

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 Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Mar 10, 2006

HONORABLE KAREN MCQUEEN, COUNTY CLERK
BRAZOS COUNTY

File No. MF 095 348 15.

Declaration of Ruled
Date Filed: 6/29/60 unit

Jerry E. Patterson, Commissioner

By JA

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

TAX ID

74 6000 108

July 20, 2006

Ogden Resources, Ltd.
3740 Copperfield Dr., Ste. 103
Bryan, TX 77802

Re: State Lease MF095348
W B Keyser Unit #1-RE
000502

Unit 3832

The General Land Office has received and filed the division order submitted for the above-referenced state lease. Please be advised that the payment of royalties attributable to state-owned mineral interests is set by statute. As the execution of division orders may, in some cases, affect the manner in which such payments are paid or calculated, it is the policy of this office not to execute them.

Subject to applicable state law and the state's right to take its production in-kind, the General Land Office acquiesces to the sale of oil and gas under the terms and conditions set out in the oil and gas lease. If you should have questions concerning this matter, please feel free to call me at (512) 463-6521.

Sincerely,

Beverly Boyd, Lease Analyst
Mineral Leasing Division

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

How
MF095348
Brazos

DIVISION ORDER

Ogden Resources, Ltd.
3740 Copperfield Dr., Ste. 103
Bryan, TX 77802

07/18/2006

STATE OF TEXAS
GENERAL LAND OFFICE
1700 N CONGRESS AVENUE
AUSTIN, TX 78701

Owner Number: STA08
Type of Interest: R
Decimal Interest: 0.00016561

Property #: 000502
Property Name: W. B. Keyser #1
Effective Date: 07/01/2006
Operator:
Legal Description:

Production CND: Y GAS: Y OIL: Y PRD: Y

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above.

TERMS OF SALE: The undersigned will be paid in accordance with the division of interests as set above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities.

PAYMENTS: From the effective date, payments are to be made by checks of payor, its successors or assigns, based on this division of interest, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100 will be accrued before disbursement until the total amount equals \$100 or more, or until 12 months proceeds accumulate, whichever occurs first. Owner agrees to refund payor any amounts attributable to an interest or part of an interest that owner does not own.



INDEMNITY: The owner agrees to indemnify and hold payor, its successors and assigns, and its agents, servants and employees harmless from all liability resulting from payments made to the owner in accordance with said division of interest, including but not limited to, attorney fees or judgments in connection with any suit that affects the owner's interest in which payor is made a party.

DISPUTES-WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party.

DEFAULT: If a working interest owner is in default in the payment of its share of the lease expenses, operator of the above lease, may withhold payment of any monies due the undersigned until operator has recovered all monies it is due for lease expenses.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s):

Owner(s) Tax ID Number(s):

Daytime Phone:

Witness Signature: _____

Witness Signature: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 30.5% tax withholding and will not be refundable by Payor.



W.B. KEYSER UNIT #1 – RE Well

A Pooled Unit consisting of 2,179.88 acres of land, more or less, out of the H. Evans Survey, A-15 & A. Millican Survey, A-39, Jessie Evans Survey, A-111, T.H. Mays Survey, A-161, J. Walker Survey, A-244, Wm. Dunlap Survey, A- 107, T.H. Mays Survey, A- 160 and the Wm Brooks & AG Perry Survey, A-73, said Pooled Unit is more fully described in the Declaration of Pooled Unit recorded in Vol. 7192, page 94 of the Official Public Records of Brazos County, Texas.

16.

File No. MF 095348

DIVISION ORDER

Date Filed: 7/30/06

Jerry E. Patterson, Commissioner

By [Signature]

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

August 1, 2006

Anadarko E&P Co. LP
PO Box 1330
Houston, TX 77251

Re: State Lease MF095348
WB Keyser, Unit 1 Re
2239902/002

The General Land Office has received and filed the division order submitted for the above-referenced state lease. Please be advised that the payment of royalties attributable to state-owned mineral interests is set by statute. As the execution of division orders may, in some cases, affect the manner in which such payments are paid or calculated, it is the policy of this office not to execute them.

Subject to applicable state law and the state's right to take its production in-kind, the General Land Office acquiesces to the sale of oil and gas under the terms and conditions set out in the oil and gas lease. If you should have questions concerning this matter, please feel free to call me at (512) 463-6521.

Sincerely,

A handwritten signature in cursive script that reads "Beverly Boyd".

Beverly Boyd, Lease Analyst
Mineral Leasing Division

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

ANADARKO E & P COMPANY LP

DIVISION ORDER

STATE OF TEXAS
GENERAL LAND OFFICE
1700 N CONGRESS AVENUE

AUSTIN, TX 78701-1436

Property Number: 2239902 / 002
Property Name: KEYSER, WB UNIT 1 RE
Product: ALL PRODUCTS
Status: NOT APPLICABLE
County/State: BRAZOS/ TX
Effective Date: DATE OF FIRST SALES
Owner Number: 456782 - STATE OF TEXAS
Interest Amt/Type: 0.00049682 / RI
Unit Description:
2179.88 ACRE UNIT, HOLDEN EVEANS, A-15 & A MILLICAN
SURVEY A-39; GEORGETOWN FORMATION, NAVASOTA RIVER FIELD
(2644), BRAZOS CO, TX.

MF095348

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by ANADARKO E & P COMPANY LP (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100, or Sept. 30 whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Note: NADOA Model Form Division Order (Adopted 9/95)

STATE OF TEXAS
GENERAL LAND OFFICE

*Tax ID # [REDACTED]

**Tax ID #

Signature of Witness

Owner Signature/Corporate Title

Owner Address (if different from above)

Signature of Witness

Owner Signature/Corporate Title

City, State Zip Code

Owner Daytime Phone

* Failure to furnish your Social Security/Tax ID number will result in withholding tax in accordance with federal law and any tax withheld will not be refundable by payor.
**Insert Tax ID number for all individual parties listed above in the Name and Address box

Return to: ANADARKO E & P COMPANY LP
P.O. Box 1330
Houston, TX 77251-9874
1-800-359-1692

Date Prepared July 21, 2006
Prepared by: SYLVIA RANGEL

YOUR COPY



July 21, 2006

Well No. 2239902/002 – W B Keyser #1RE
Brazos County, Texas

MF095348

Dear Owners:

Please be advised that the subject property has been reformed and began producing in February 2006.

Anadarko Petroleum will be responsible for marketing 75% of the revenue from the sale of production. Ogden Resources will be responsible for the remaining 25%.

If you have any questions, please do not hesitate to contact me at 1.800.800.1101, X-61236 or email at Sylvia_Rangel@anadarko.com.

Sincerely,

Sylvia Rangel
Staff Division Order Analyst

Sr

keyser.brazos.07.21.06

17.

File No. MF 095348

DIVISION ORDER

Date Filed: 8/1/06

Jerry E. Patterson, Commissioner

By [Signature]

2006



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

October 20, 2017

Robert Sgovio, RPL
Landman-Austin Chalk
EnerVest Operating, LLC
1001 Fannin Street, Ste 800
Houston, Texas 77002-6707

RE: Assignment ID 10432
MF095348, MF095349 & MF095350 Brazos Co; MF095357 Fayette; MF097122
Washington Co; MF100682 Terminated Fayette Co; and MF101513 Brazos &
Burlison Counties

Dear Mr. Sgovio:

The General Land Office received the following instrument covering the referenced lands and filed it in the appropriate files.

5th Supplemental Assignment & Bill of Sale, effective 4/01/07 from Anadarko E&P Onshore LLC and Kerr-McGee Oil & Gas Onshore LP, Assignor to EnerVest Energy Institutional Fund X-A, LP, EnerVest Energy Institutional Fund X-WI, LP, EnerVest Energy Institutional Fund XI-A, LP, EnerVest Energy Institutional Fund XI-WI, LP, EnerVest Wachovia Co-Investment Partnership, LP and EV Properties, LP, Assignee's. Filed for record in Book 12375, Page 64 Brazos County.

Filing fees in the amount of \$125 were received in connection with the above assignment.

Please feel free to contact me at (512) 463-5407 or email carl.bonn@glo.texas.gov if you have further questions.

Best Regards,

A handwritten signature in cursive script, appearing to read "Carl Bonn".

Carl Bonn, CPL
Mineral Leasing-Energy Resources



ENERVEST

December 8, 2014

Mr. Mark Adams
Energy Resources / Mineral Leasing
Texas General Land Office
PO Box 12873
Austin, TX 78711-12873

Re: Brazos, Fayette, and Washington Counties, Texas
Transfer of Ownership from Anadarko E&P Onshore LLC et al
to EnerVest Energy Institutional Fund X-A, L.P. et al

Dear Mr. Adams:

Enclosed are copies of the following recorded Fifth Supplemental Assignment and Bill of Sale signed November 11, 2014 with an effective date of April 1, 2007.

Conveyance recorded as Document Number 01214164, Volume 12375, Page 64 in the Official Records of Brazos County, Texas, conveying the following leases located in Brazos, Fayette, and Washington Counties, Texas:

EV Lease No.	Page of Exhibit	Lease Date	County	Volume	Page
TX-000046248	2	1/30/01	Brazos		
TX-000060052	2	9/07/93	Brazos	1916	279
TX-000073612	3	11/02/93	Fayette	370	135
TX-000096676	3	08/17/99	Fayette	1076	461
TX-000082373/003	4	05/07/96	Washington		

Also enclosed is EnerVest's Check No. 1018476 dated December 4, 2014 in the amount of \$125 as payment of the filing fee of \$25 for each State of Texas Lease.

If you should need additional information, please contact me directly at 713-495-5346 or send an e-mail to mfricke@enervest.net.

Very truly yours,

A. M. Fricke

SEND to: Robert Sgorio, RPL

Michelle Fricke
Sr. Land Analyst – Lease Administration/Land Record

enclosures

ENERVEST OPERATING CO LLC
 WESTERN - 400
 1001 FANNIN, SUITE 800
 HOUSTON, TX 77002-6708
 888-988-3637

15705177

Payee # & Payee Name	CHECK DATE	CHECK NUMBER	AMOUNT
74497 STATE OF TEXAS	Dec-04-2014	1018476	***\$125.00*

Reference	Inv date	Invoice No.	Invoice Amt	Prior Pmt	Discount	Amount Paid
1412-AP-4303	11/25/14	112514-CKRE Q-MFRICKE	125.00	0.00	NA	X 125.00

FILING FEES TOTALING \$125 (\$25 PER LEASE) FOR CONVEYANCE EXECUTED NOVEMBER 11, 2014 BUT EFFECTIVE APRIL 1, 2007, BETWEEN ANADARKO E&P ONSHORE LLC AND ENERVEST ENERGY INSTITUTIONAL FUND X-A, L.P., ET AL., (BRAZOS CO., PG. 2 OF EXHIBIT, TX-000046248 & TX-000060052), (FAYETTE CO., PG. 3 OF EXHIBIT, TX-000073612 & TX-000096676), (WASHINGTON CO., PG 4 OF EXHIBIT, TX-000082373/003)

5 leases

129

ID 10432

Brazos 095348
095349
MF. 095350 101513
Washington 097122 095387
Fayette 100682
Termin
Doc Bk Vol Pg
1214164 OR 12375 64
Brazos Co

**Fifth Supplemental
ASSIGNMENT AND BILL OF SALE**

This Assignment and Bill of Sale (this "Conveyance") from **Anadarko E&P Onshore LLC**, a Delaware limited liability company, and **Kerr-McGee Oil & Gas Onshore LP**, a Delaware limited partnership, each having an address of 1201 Lake Robbins Drive, The Woodlands, Texas 77380 (hereafter collectively called "Grantor"), to **EnerVest Energy Institutional Fund X-A, L.P.**, a Delaware limited partnership, **EnerVest Energy Institutional Fund X-WI, L.P.**, a Delaware limited partnership, **EnerVest Energy Institutional Fund XI-A, L.P.**, a Delaware limited partnership, **EnerVest Energy Institutional Fund XI-WI, L.P.**, a Delaware limited partnership, **EnerVest Wachovia Co-Investment Partnership, L.P.**, a Delaware limited partnership, and **EV Properties, L.P.**, a Delaware limited partnership, each having an address of 1001 Fannin, Suite 800, Houston, Texas 77002 (hereafter collectively called "Grantee"), is executed this 11th day of November, 2014, but effective as of 7:00 a.m., local time, where the Assets are located, on the 1st day of April, 2007 ("Effective Time").

Reference is made to the Purchase and Sale Agreement more particularly described in **Section 4.2** of this Conveyance. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase and Sale Agreement.

eff
4-1-07
all

**ARTICLE 1
Conveyance of Oil and Gas Interests**

Section 1.1. Conveyance: Grantor, for good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, and conveys unto each Grantee, in the respective undivided interests set forth on **Schedule 1.1** attached hereto (each Grantee's undivided interest in the Assets called such Grantee's "Grantee Share"), all of Grantor's right, title, interest and estate, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, in and to the following, excepting the Excluded Assets (collectively the "Assets"):

- (a) All of the oil and gas leases; subleases and other leaseholds; carried interests; farmout rights; options; and other properties and interests described on **Exhibit A** attached hereto, subject to such depth limitations and other restrictions as may be set forth on **Exhibit A** (collectively, the "Leases"), together with each and every kind and character of right, title, claim, and interest that Grantor has in and to the Leases or the lands currently pooled, unitized, communitized or consolidated therewith (the "Lands");
- (b) All oil, gas, water or injection wells located on the Lands, whether producing, shut-in, or temporarily abandoned, including the interests in the wells shown on **Exhibit A-1** attached hereto (the "Wells");
- (c) All leasehold interest of Grantor in or to any currently existing pools or units which include any Lands or all or a part of any Leases or include any Wells, including those pools or units shown on **Exhibit A-1** (the "Units"; the Units, together with the Leases, Lands and Wells, being hereinafter referred to as the "Properties"), and including all leasehold interest of Grantor in production of Hydrocarbons from any such Unit, whether such Unit production of Hydrocarbons comes from Wells located on or off of a Lease, and all tenements, hereditaments and appurtenances belonging to the Leases and Units;
- (d) All contracts, agreements and instruments by which the Properties are bound, or that relate to or are otherwise applicable to the Properties, only to the extent applicable to the



Properties rather than Grantor's other properties, including but not limited to, operating agreements, unitization, pooling and communitization agreements, declarations and orders, joint venture agreements, farmin and farmout agreements, exploration agreements, participation agreements, exchange agreements, transportation or gathering agreements, agreements for the sale and purchase of oil, gas, casinghead gas or processing agreements to the extent applicable to the Properties or the production of Hydrocarbons produced in association therewith from the Properties, including those identified on **Schedule 1.2(d)** to the Purchase and Sale Agreement (hereinafter collectively referred to as "Contracts"), but excluding any contracts, agreements and instruments to the extent transfer is restricted by third-party agreement or applicable Law and the necessary consents to transfer are not obtained pursuant to **Section 7.8** to the Purchase and Sale Agreement and provided that "Contracts" shall not include the instruments constituting the Leases;

(e) All easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights ("Surface Contracts") appurtenant to, and used or held for use primarily in connection with the Properties (including those identified on **Exhibit B** attached hereto), but excluding any permits and other rights to the extent transfer is restricted by third-party agreement or applicable Law and the necessary consents to transfer are not obtained pursuant to **Section 7.8** to the Purchase and Sale Agreement;

(f) All equipment, machinery, fixtures and other tangible personal property and improvements located on the Properties or used or held for use primarily in connection with the operation of the Properties, including those identified on **Exhibit A-2** to the Purchase and Sale Agreement ("Equipment");

(g) All flow lines, pipelines, gathering systems and appurtenances thereto located on the Properties or used, or held for use, primarily in connection with the operation of the Properties, including those identified on **Schedule 1.2(g)** to the Purchase and Sale Agreement ("Pipelines");

(h) All Hydrocarbons produced from or attributable to the Leases, Lands, and Wells from and after the Effective Time, together with Imbalances associated with the Properties;

(i) All lease files; land files; well files; gas and oil sales contract files; gas processing files; division order files; abstracts; title opinions; land surveys; non-confidential logs; maps; engineering data and reports; and other books, records, data, files, and accounting records, in each case to the extent related primarily to the Assets, or used or held for use primarily in connection with the maintenance or operation thereof, but excluding (i) any books, records, data, files, maps and accounting records to the extent disclosure or transfer is restricted by third-party agreement or applicable Law and the necessary consents to transfer are not obtained pursuant to **Section 7.8** to the Purchase and Sale Agreement, (ii) attorney-client privileged communications and work product of Grantor's legal counsel (other than title opinions), (iii) reserve studies and evaluations, and (iv) records relating to the negotiation and consummation of the sale of the Assets (subject to such exclusions, the "Records"); and

(j) Any solely-owned proprietary seismic data related to the Properties and, to the extent disclosure or transfer is not restricted by third-party agreement or applicable Law, any jointly-owned proprietary seismic data related to the Properties (provided, Grantee shall assume, discharge and be liable for any obligation owed by Grantor under the terms of the agreement covering such jointly-owned seismic data in connection with the transfer thereof).



Section 1.2. Excluded Assets: Excepting and reserving to Grantor the following:

(a) all corporate, financial, income and franchise tax and legal records of Grantor that relate to Grantor's business generally (whether or not relating to the Assets), and all books, records and files that relate to the Excluded Assets and those records retained by Grantor pursuant to **Section 1.1(i)** above and copies of any other Records retained by Grantor pursuant to **Section 1.5** to the Purchase and Sale Agreement;

(b) all non-proprietary geological and geophysical data (including all non-proprietary seismic data, including reprocessed data) and, to the extent not expressly included in **Section 1.1(i)** above, all logs, interpretive data, technical evaluations, technical outputs, reserve estimates and economic estimates;

(c) all rights to any refund of Taxes or other costs or expenses borne by Grantor or Grantor's predecessors in interest and title attributable to periods prior to the Effective Time;

(d) Grantor's area-wide bonds, permits and licenses or other permits, licenses or authorizations used in the conduct of Grantor's business generally;

(e) those items listed in **Exhibit C** attached hereto;

(f) all trade credits, account receivables, note receivables, take-or-pay amounts receivable, and other receivables attributable to the Assets with respect to any period of time prior to the Effective Time;

(g) all right, title and interest of Grantor in and to vehicles or vessels used in connection with the Assets;

(h) all rights, titles, claims and interests of Grantor or any Affiliate of Grantor (i) to or under any policy or agreement of insurance or any insurance proceeds; except to the extent provided in **Section 3.5** to the Purchase and Sale Agreement, and (ii) to or under any bond or bond proceeds;

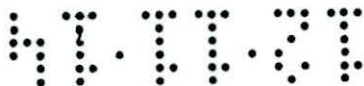
(i) any patent, patent application, logo, service mark, copyright, trade name or trademark of or associated with Grantor or any Affiliate of Grantor or any business of Grantor or of any Affiliate of Grantor; and

(j) a nonexclusive right to freely use any seismic data, logs, maps, engineering data and reports, reserve studies and evaluations, and other data and information being transferred as a part of the Assets; provided, however, that Grantor shall not assign its right hereunder to any third party.

TO HAVE AND TO HOLD the Assets unto Grantee, its successors and assigns, forever, subject, however, to the terms and conditions of this Conveyance.

ARTICLE 2
Limited Warranty and Disclaimers

Special Limited Warranty: As of the Effective Time, Grantor warrants to Grantee that it has Defensible Title to the Units and Wells shown on **Exhibit A-1** against all persons claiming



200 21
OR 10272
11/11

or to claim the same or any part thereof by, through or under Grantor or its Affiliates, but not otherwise, subject to the Permitted Encumbrances.

Grantor makes no, and expressly disclaims any, other warranty of title to the Assets. Grantor hereby assigns to Grantee all rights, claims, and causes of action on title warranties given or made by Grantor's predecessors (other than Affiliates of Grantor), to the extent Grantor may legally transfer such rights.

Grantee shall not be entitled to protection under the special limited warranty of title provided herein against any Title Defect reported by Grantee under Article 3 to the Purchase and Sale Agreement and/or any Title Defect disclosed or known by Grantee prior to the Title Claim Date.

EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN ARTICLE 5 TO THE PURCHASE AND SALE AGREEMENT, CONFIRMED IN THE CERTIFICATE OF GRANTOR DELIVERED PURSUANT TO SECTION 9.2(c) THERETO, OR IN THIS CONVEYANCE, (I) GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) GRANTOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO GRANTEE OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING, WITHOUT LIMITATION, ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO GRANTEE BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF GRANTOR OR ANY OF ITS AFFILIATES).

EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE 5 TO THE PURCHASE AND SALE AGREEMENT, CONFIRMED IN THE CERTIFICATE OF GRANTOR DELIVERED PURSUANT TO SECTION 9.2(c) THERETO, OR IN THIS CONVEYANCE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF PETROLEUM SUBSTANCES IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (V) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY THIRD PARTIES, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO GRANTEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE PURCHASE AND SALE AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, AND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY EQUIPMENT, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT GRANTEE SHALL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND



STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS AND THAT GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE, OR (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT.

GRANTOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, ENVIRONMENTAL LIABILITIES, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND GRANTEE SHALL BE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION.

ARTICLE 3
Assumption of Obligations

Section 3.1. Assumed Grantor Obligations: Effective on the date of this Conveyance, Grantee assumes and agrees to fulfill, perform, pay and discharge the Assumed Seller Obligations.

Section 3.2. Subject to Leases and Contracts: Grantee is taking the Assets subject to the terms of, among others, those Leases and Contracts identified in the Purchase and Sale Agreement and conveyed hereby, to the extent those Leases and Contracts are valid, binding and enforceable on the date of this Conveyance, and hereby assumes and agrees to fulfill, perform, pay and discharge Grantor's obligations under such Leases and Contracts from and after the date of this Conveyance.

Section 3.3. NORM, Wastes and Other Substances: Grantee acknowledges that the Assets have been used for exploration, development, and production Hydrocarbons and that there may be petroleum, produced water, wastes, or other substances or materials located in, on or under the Properties or associated with the Assets. Equipment and sites included in the Assets may contain asbestos, hazardous substances, or NORM. NORM may affix or attach itself to the inside of wells, materials, and equipment as scale, or in other forms. The wells, materials, and equipment located on the Properties or included in the Assets may contain NORM and other wastes or hazardous substances. NORM containing material and/or other wastes or hazardous substances may have come in contact with various environmental media, including without limitation, water, soils or sediment. Special procedures may be required for the assessment, remediation, removal, transportation, or disposal of environmental media, wastes, asbestos, hazardous substances, and NORM from the Assets.

ARTICLE 4
Miscellaneous

Section 4.1. Further Assurances: After Closing, without further consideration, Grantor and Grantee each agrees to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other party for carrying out the purposes of this Conveyance or of any document delivered pursuant to this Conveyance.



Section 4.2. Conveyance Subject to Purchase and Sale Agreement: This Conveyance is expressly subject to the terms and conditions of that certain Purchase and Sale Agreement by and among Grantor and EnerVest Energy Institutional Fund X-A, L.P., EnerVest Energy Institutional Fund X-WI, L.P., EnerVest Energy Institutional Fund XI-A, L.P., EnerVest Energy Institutional Fund XI-WI, L.P., EnerVest Management Partners, Ltd. ("EnerVest Partners"), Wachovia Investment Holdings, LLC ("Wachovia") and EV Properties, L.P. (as subsequently assigned with respect to the interest of each of EnerVest Partners and Wachovia in the Purchase and Sale Agreement to EnerVest Wachovia Co-Investment Partnership, L.P.) dated April 13, 2007 (as amended, the "Purchase and Sale Agreement"). If there is a conflict between the terms of this Conveyance and the Purchase and Sale Agreement, the terms of the Purchase and Sale Agreement shall control.

Section 4.3. Successors and Assigns: This Conveyance shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 4.4. Titles and Captions: All article or section titles or captions in this Conveyance are for convenience only, shall not be deemed part of this Conveyance and in no way define, limit, extend, or describe the scope or intent of any provisions hereof. Except to the extent otherwise stated in this Conveyance, references to "Articles" and "Sections" are to Articles and Sections of this Conveyance, and references to "Exhibits" are to Exhibits attached to this Conveyance, which are made parts hereof for all purposes.

Section 4.5. Filings. As a matter of convenience and not as a limitation to the Assets transferred by this Conveyance, the parties hereto may file counterparts of this Conveyance that only include the descriptions of those Assets that are located in the jurisdiction where such Conveyance is filed. A fully-executed original of this Conveyance (including the descriptions of all Assets transferred by this Conveyance) shall be maintained at the offices of Grantee.

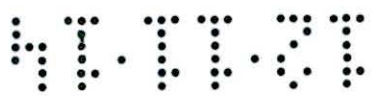
Section 4.6. Government Assignments. Separate assignments may be executed on forms approved by Governmental Bodies in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain the special warranty of title of Grantor and all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully and only to the extent as though they were set forth in each such separate assignment. In the event of any conflict between the terms of this Conveyance and such other assignments, the terms of this Conveyance shall govern and control.

Section 4.7. Governing Law: This Conveyance and the rights of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to principles of conflicts of laws otherwise applicable to such determinations.

Section 4.8. Several Liability: Notwithstanding anything to the contrary contained elsewhere in this Conveyance, with respect to all of Grantee's covenants contained in this Conveyance, each Grantee shall be severally, but not jointly, obligated to Grantor (and with respect to Grantee's covenants contained this Conveyance relating specifically to the Assets, as to such Grantee's Grantee Share only).

Section 4.9 Counterparts: This Conveyance may be executed in any number of counterparts, and by different parties in separate counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. Executed signature pages from different originals of this instrument may be combined to form a single original instrument for recording purposes.

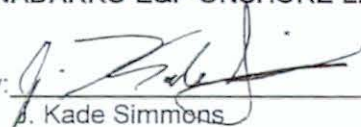
[SIGNATURE PAGE FOLLOWS]



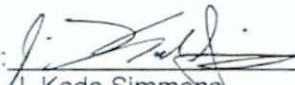
EXECUTED on the date first written above.

Grantor:

ANADARKO E&P ONSHORE LLC

By: 
J. Kade Simmons
Agent and Attorney-In-Fact 188

KERR-McGEE OIL & GAS ONSHORE LP

By: 
J. Kade Simmons
Agent and Attorney-In-Fact

Grantee:

**ENERVEST ENERGY INSTITUTIONAL FUND X-A, L.P.
ENERVEST ENERGY INSTITUTIONAL FUND X-WI, L.P.
ENERVEST ENERGY INSTITUTIONAL FUND XI-A, L.P.
ENERVEST ENERGY INSTITUTIONAL FUND XI-WI, L.P.
ENERVEST WACHOVIA CO-INVESTMENT PARTNERSHIP,
L.P.**

By: EnerVest, Ltd., its General Partner

By: EnerVest Management GP, L.C., its General Partner

By: _____
David Kyte
Senior Vice President and General Manager, Chalk Assets

EV PROPERTIES, L.P.,

By: EV Properties GP, LLC, its General Partner

By: _____
David Kyte
Senior Vice President and General Manager, Chalk Assets

EXECUTED on the date first written above.

Grantor:

ANADARKO E&P ONSHORE LLC

By: _____
J. Kade Simmons
Agent and Attorney-In-Fact

KERR-McGEE OIL & GAS ONSHORE LP

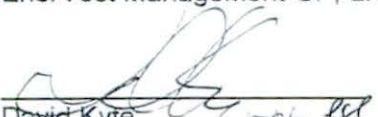
By: _____
J. Kade Simmons
Agent and Attorney-In-Fact

Grantee:

**ENERVEST ENERGY INSTITUTIONAL FUND X-A, L.P.
ENERVEST ENERGY INSTITUTIONAL FUND X-WI, L.P.
ENERVEST ENERGY INSTITUTIONAL FUND XI-A, L.P.
ENERVEST ENERGY INSTITUTIONAL FUND XI-WI, L.P.
ENERVEST WACHOVIA CO-INVESTMENT PARTNERSHIP,
L.P.**


By: EnerVest, Ltd., its General Partner

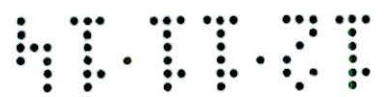
By: EnerVest Management GP, L.C., its General Partner

By: 
David Kyte *DOA est*
Senior Vice President and General Manager, Chalk Assets

EV PROPERTIES, L.P.,

By: EV Properties GP, LLC, its General Partner

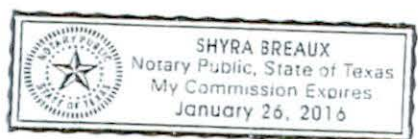
By: 
David Kyte *DOA est*
Senior Vice President and General Manager, Chalk Assets



STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

The foregoing instrument was acknowledged before me by J. Kade Simmons, Agent and Attorney-In-Fact, of **ANADARKO E&P ONSHORE LLC**, a Delaware limited liability company, on behalf of the company this 11 day of November, 2014.

Witness my hand and official seal.

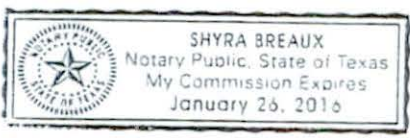


Shyra Breaux
Notary Public in and for
the State of Texas

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

The foregoing instrument was acknowledged before me by J. Kade Simmons, Agent and Attorney-In-Fact of **KERR-McGEE OIL & GAS ONSHORE LP**, a Delaware limited partnership, on behalf of the partnership this 11 day of November, 2014.

Witness my hand and official seal.



Shyra Breaux
Notary Public in and for
the State of Texas



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Doc No: 11179
Date: 11/13/14
Page: 1 of 1

The foregoing instrument was acknowledged before me this 11th day of November, 2014, by David Kyte, as Senior Vice-President and General Manager – Chalk Assets of EnerVest Management GP, L.C., in its capacity as general partner of EnerVest, Ltd., in its capacity as general partner of **EnerVest Energy Institutional Fund X-A, L.P.**, of **EnerVest Energy Institutional Fund X-WI, L.P.**, of **EnerVest Energy Institutional Fund XI-A, L.P.**, of **EnerVest Energy Institutional Fund XI-WI, L.P.**, and **EnerVest Wachovia Co-Investment Partnership, L.P.**, all Delaware limited partnerships, on behalf of the limited partnerships.



Jane Marie Barrier

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 11th day of November, 2014, by David Kyte, as Senior Vice-President and General Manager – Chalk Assets of EV Properties GP, LLC, in its capacity as general partner of **EV Properties, L.P.**, a Delaware limited partnership, on behalf of said limited partnership.



Jane Marie Barrier

Notary Public in and for the State of Texas

41121

SCHEDULE "1.1"

Attached to and made a part of
Fifth Supplemental Assignment and Bill of Sale between
ANADARKO E&P ONSHORE LLC, and
KERR-McGEE OIL & GAS ONSHORE LP, as Seller,
and
ENERVEST ENERGY INSTITUTIONAL FUND X-A, L.P.,
ENERVEST ENERGY INSTITUTIONAL FUND X-WI, L.P.,
ENERVEST ENERGY INSTITUTIONAL FUND XI-A, L.P.,
ENERVEST ENERGY INSTITUTIONAL FUND XI-WI, L.P.,
ENERVEST WACHOVIA CO-INVESTMENT PARTNERSHIP, L.P., and
EV PROPERTIES, L.P., as Purchaser
executed on November 11, 2014

GRANTEE SHARE

ENERVEST ENERGY INSTITUTIONAL FUND X-A, L.P.	4.7700%
ENERVEST ENERGY INSTITUTIONAL FUND X-WI, L.P.	7.2300%
ENERVEST ENERGY INSTITUTIONAL FUND XI-A, L.P.	35.4196%
ENERVEST ENERGY INSTITUTIONAL FUND XI-WI, L.P.	15.9138%
ENERVEST WACHOVIA CO-INVESTMENT PARTNERSHIP, L.P.	23.3333%
EV PROPERTIES, L.P.	13.3333%
TOTAL	100.0000%



TX-000078412-003
TX-000078412-004
TX-000078412-005
TX-000078412-006

EXHIBIT "A"
(Part 1 of 2)

Attached to and made a part of
Fifth Supplemental Assignment and Bill of Sale between
ANADARKO E&P ONSHORE LLC, and
KERR-McGEE OIL & GAS ONSHORE LP, as Seller,
and
ENERVEST ENERGY INSTITUTIONAL FUND X-A, L.P.,
ENERVEST ENERGY INSTITUTIONAL FUND X-WI, L.P.,
ENERVEST ENERGY INSTITUTIONAL FUND XI-A, L.P.,
ENERVEST ENERGY INSTITUTIONAL FUND XI-WI, L.P.,
ENERVEST WACHOVIA CO-INVESTMENT PARTNERSHIP, L.P., and
EV PROPERTIES, L.P., as Purchaser
executed on November 11, 2014

PROPERTIES
(ANADARKO E&P ONSHORE LLC)

Austin County

File Number	Lessor/Grantor	Lessee/Grantee	Lease Date	State	County	Book	Page
TX-000078412/003	CHARLES A. PERLITZ III	UNION PACIFIC RESOURCES COMPANY	5/27/1997	TX	AUSTIN	783	921
TX-000078412/004	NINA PERTLITZ WICKMAN	UNION PACIFIC RESOURCES COMPANY	5/27/1997	TX	AUSTIN	783	114
TX-000078412/005	ANNE PERLITZ GILES	UNION PACIFIC RESOURCES COMPANY	5/27/1997	TX	AUSTIN	782	687
TX-000078412/006	ELSA PERLITZ HUDSON	UNION PACIFIC RESOURCES COMPANY	5/27/1997	TX	AUSTIN	782	691

Brazos County

File Number	Lessor/Grantor	Lessee/Grantee	Lease Date	State	County	Book	Page
TX-000047870/001	DORIS JEAN LINDLEY, ET AL	OGDEN RESOURCES CORPORATION	12/02/89	TX	BRAZOS	1169	420
TX-000047870/003	SELMA HEIN SELMAN, INDIVIDUALLY AND AS EXECUTRIX	OGDEN RESOURCES CORPORATION	12/02/89	TX	BRAZOS	1169	478
TX-000047870/004	PATSY R. WILLIAMS	OGDEN RESOURCES CORPORATION	11/28/89	TX	BRAZOS	1169	489
TX-000043591	KATIE FAZZINO VIOLA	KEITH D. GRAHAM	11/30/90	TX	BRAZOS	1227	430
TX-000043592	MARY ANN FAZZINO SCARPINATO	KEITH D. GRAHAM	11/08/90	TX	BRAZOS	1225	471



pg 2
Brazos Co

File Number	Lessor/Grantor	Lessee/Grantee	Lease Date	State	County	Book	Page
TX-000043593/001	LEONA FAZZINO LENOIR	KEITH D. GRAHAM	12/03/90	TX	BRAZOS	1227	434
TX-000043593/002	JOHNNIE M. FAZZINO	KEITH D. GRAHAM	12/03/90	TX	BRAZOS	1227	426
TX-000043594/001	LENA FAZZINO RESTIVO	KEITH D. GRAHAM	12/06/90	TX	BRAZOS	1234	424
TX-000043594/002	LUNETTE FAZZINO MERRIHEW	KEITH D. GRAHAM	12/06/90	TX	BRAZOS	1233	245
TX-000043594/003	NICHOLAS RHEA FAZZINO	KEITH D. GRAHAM	12/06/90	TX	BRAZOS	1234	420
TX-000043594/004	IDA MARIE FAZZINO	KEITH D. GRAHAM	12/06/90	TX	BRAZOS	1234	428
TX-000044442	LARRY LEE LANDRY, ET UX	COASTAL OIL & GAS CORPORATION	07/10/90	TX	BRAZOS	1204	707
TX-000042822	WINNIE JENSEN, ET AL	UNION PACIFIC RESOURCES COMPANY	01/23/91	TX	BRAZOS	1241	194
TX-000046248	COMMISSIONER OF THE GLO OF THE STATE OF TX (MF-101513)	RME PETROLEUM COMPANY	01/30/01	TX	BRAZOS		
TX-000046612/001	SELECTED LANDS, LTD #15	UNION PACIFIC RESOURCES COMPANY	12/18/92	TX	BRAZOS	2075	178
TX-000047029/011	ELLEN MAXEY VAUGHN, ET AL	UNION PACIFIC RESOURCES COMPANY	03/16/93	TX	BRAZOS	1786	161
TX-000047029/015	LUTHER T SEBREN	ANADARKO E&P COMPANY LP	12/07/04	TX	BRAZOS	6435	280
TX-000060052	STATE OF TEXAS → MF	UNION PACIFIC RESOURCES COMPANY	09/07/93	TX	BRAZOS	1916	279
TX-000060206/008	THOMAS WILLIAM VOELTER	ANADARKO E&P COMPANY LP	09/08/04	TX	BRAZOS	6338	183
TX-000060206/009	SARAH WILKERSON HOLMGREEN	ANADARKO E&P COMPANY LP	09/08/04	TX	BRAZOS	6338	186
TX-000060206/010	HENRY G. WICKES, JR.	ANADARKO E&P COMPANY LP	09/08/04	TX	BRAZOS	6338	189
TX-000060206/011	WILLIAM T. MITCHELL	ANADARKO E&P COMPANY LP	09/08/04	TX	BRAZOS	6338	192
TX-000060206/012	TYREE BOND WILKERSON	ANADARKO E&P COMPANY LP	09/08/04	TX	BRAZOS	6338	204
TX-000060206/013	MARY LOIS WICKES DAVIS	ANADARKO E&P COMPANY LP	09/08/04	TX	BRAZOS	6338	195
TX-000060206/014	LONNIE O. WILKERSON, III	ANADARKO E&P COMPANY LP	09/08/04	TX	BRAZOS	6338	201
TX-000060206/015	ANNE E. MACDOWELL	ANADARKO E&P COMPANY LP	09/08/04	TX	BRAZOS	6338	207
TX-000060206/016	RALPH HOWARD MITCHELL, JR.	ANADARKO E&P COMPANY LP	09/08/04	TX	BRAZOS	6338	198
TX-000119473	DUNLAP RANCH, LP	ANADARKO E&P COMPANY LP	08/31/05	TX	BRAZOS	6949	159
TX-000041170/001	MARY GENE WALKER, INDIVIDUALLY AND AS AIF	UNION PACIFIC RESOURCES COMPANY	05/21/90	TX	BRAZOS	1202	479
TX-000044389/001	TRACEY R. PETERS	COASTAL OIL & GAS CORPORATION	03/07/90	TX	BRAZOS	1178	668
TX-000080256	ALTA ALLEN WILSON	UNION PACIFIC RESOURCES COMPANY	06/17/96	TX	BRAZOS	2620	264
TX-000045616	THE CITY OF BRYAN, TEXAS	UNION PACIFIC RESOURCES COMPANY	04/01/92	TX	BRAZOS	1485	23

MF101513
MF095348
44
50

All right, title and interest of Assignor in the Lease listed below **INSOFAR AND ONLY INSOFAR** as said Lease lies within the Fazzino No. 1 Unit in the James Curtis Survey, A-12, being described in that certain Declaration of Pooled Unit for the Omni Petroleum Corporation – Fazzino Unit No. 1 dated March 20, 1991 recorded in Volume 1250, Page 511 of the Official Records, Brazos County, Texas. It is the intent of Assignor to assign all depths.

File Number	Lessor/Grantor	Lessee/Grantee	Lease Date	State	County	Book	Page
TX-000043549	LEE J. FAZZINO, ET UX	W.B. NEWBERRY	09/16/76	TX	BRAZOS	24	211

Burleson County

File Number	Lessor/Grantor	Lessee/Grantee	Lease Date	State	County	Book	Page
TX-000040984/001	WILLIAM THOMAS BARNHART, JR.	UNION PACIFIC RESOURCES COMPANY	06/08/90	TX	BURLESON	170	119
TX-000040984/002	LAURA ALICE BARNHART HOELSCHER, ET VIR	UNION PACIFIC RESOURCES COMPANY	01/31/90	TX	BURLESON	163	728
TX-000045984/001	JOE ELLA F. WEGNER, ET AL	GARLEN GERDES	02/16/90	TX	BURLESON	162	163

Fayette County

File Number	Lessor/Grantor	Lessee/Grantee	Lease Date	State	County	Book	Page
TX-000088012	KELLY K. REYNOLDS, TRUSTEE	GEOSOUTHERN ENERGY CORP.	01/07/97	TX	FAYETTE	976	583
TX-000065175	KENNETH E. SCHULTZ	STEVE GOSE	02/06/79	TX	FAYETTE	130	72
TX-000061710	MARIAN M. THOMAS, ET AL	UNION PACIFIC RESOURCES COMPANY	02/08/94	TX	FAYETTE	378	389
TX-000120035	JIMMIE LUECKE CHILDREN PARTNERSHIP, LTD.	TEX-LEE DRILLING & DEVELOPMENT COMPANY, INC.	03/06/02	TX	FAYETTE		
TX-000073607	A. E. CRIDER, ET UX	GEMINI EXPLORATION COMPANY	04/12/93	TX	FAYETTE	352	660
TX-000073612	COMMISSION OF THE GENERAL LAND OFFICE OF THE STATE OF TX	GEMINI EXPLORATION COMPANY	11/02/93	TX	FAYETTE	370	135
TX-000121017	ABE R. FROESE, ET UX	STABLE ENERGY, LP	03/20/00	TX	FAYETTE	1102	788
TX-000061220/001	SANDRA BEETTNER	UNION PACIFIC RESOURCES COMPANY	12/15/93	TX	FAYETTE	374	285
TX-000078808	ARNOLD RYZA AND ADELE RYZA WASHINGTON, TTEE	WEBER ENERGY CORPORATION	05/15/92	TX	FAYETTE	345	492
TX-000062956/001	HERMAN C. WEIGELT, ET UX	JOHN M. WAINWRIGHT	05/25/84	TX	FAYETTE	222	318
TX-000046342	NORRIS ROHDE	UNION PACIFIC RESOURCES COMPANY	10/01/92	TX	FAYETTE	343	12
TX-000092965	LEONARD KASPAR, ET UX	UNION PACIFIC RESOURCES COMPANY	02/10/98	TX	FAYETTE	1022	111
TX-000096293	EDWARD HRBACEK, INDIVIDUALLY AND AS EXECUTOR	UNION PACIFIC RESOURCES COMPANY	09/29/99	TX	FAYETTE	1079	439
TX-000096293/001	EDWARD HRBACEK, INDIVIDUALLY AND AS EXECUTOR	MARJAN ENERGY ASSOCIATES, INC.	05/21/02	TX	FAYETTE	1172	440
TX-000096293/002	EDWARD HRBACEK, ET UX	JULIAN W. QUINN AND RALPH WALTON	08/07/76	TX	FAYETTE	122	925
TX-000117306/001	BLANKENBURG FAMILY TRUST	UNION PACIFIC RESOURCES COMPANY	09/09/99	TX	FAYETTE	1076	369
TX-000096676	GENERAL LAND OFFICE OF THE STATE OF TEXAS	UNION PACIFIC RESOURCES COMPANY	08/17/99	TX	FAYETTE	1076	461
TX-000098584/004	RANDY THOMAS WIED AND ROY GENE WEID	ORBIS ENERGY, LLC	10/26/99	TX	FAYETTE	1081	358
TX-000049107/002	KERMIT A. NOAK, ET UX	UNION PACIFIC RESOURCES COMPANY	09/01/93	TX	FAYETTE	362	674
TX-000049107/003	ROBERT E. FRENCH, ET UX	UNION PACIFIC RESOURCES COMPANY	05/25/94	TX	FAYETTE	387	269
TX-000065311	ROGER BRUCE MAHAN AND FRANCES LUCILLE MAHAN	JONES & ZWIENER, INC.	01/06/92	TX	FAYETTE	326	330
TX-000071855	IRENE WEYAND, ET AL	UNION PACIFIC RESOURCES COMPANY	09/26/94	TX	FAYETTE	391	147
TX-000071856	VIVIAN L. HAMILTON	UNION PACIFIC RESOURCES COMPANY	09/16/94	TX	FAYETTE	391	145
TX-000042776/001	MARTHA PYBURN, A WIDOW	JOE-MARIE OIL CO, TRUSTEE	01/10/90	TX	FAYETTE	304	833
TX-000042776/002	JACK D. PYBURN, JR.L ET UX	JOE-MARIE OIL CO, TRUSTEE	01/10/90	TX	FAYETTE	298	885
TX-000043335	WILLIAM R. LANGE, TRUSTEE	CORNERSTONE EXPLORATION, INC.	03/26/91	TX	FAYETTE	311	653
TX-000072022/002	KENNETH DEGNER, ET AL	UNION PACIFIC RESOURCES COMPANY	11/09/94	TX	FAYETTE	391	819

MF
095387

MF 100682

Term 03

MF
100682

Grimes County

File Number	Lessor/Grantor	Lessee/Grantee	Lease Date	State	County	Book	Page
TX-000060957001	WILLIAM S. CONKLING, ET AL	UNION PACIFIC RESOURCES COMPANY	10/26/93	TX	GRIMES	734	169
TX-000062780	E. F. SULLIVAN, III AKA EDWARD F. SULLIVAN, ET UX	UNION PACIFIC RESOURCES COMPANY	02/08/94	TX	GRIMES	740	397
TX-000062970	ALFRED J. LEHTONEN, ET UX	UNION PACIFIC RESOURCES COMPANY	02/03/94	TX	GRIMES	751	254
TX-000062996	HORACE F. BROWN, JR., ET UX	UNION PACIFIC RESOURCES COMPANY	02/19/94	TX	GRIMES	745	214

Lee County

File Number	Lessor/Grantor	Lessee/Grantee	Lease Date	State	County	Book	Page
	GIDDINGS-LEE COUNTY AIRPORT AUTHORITY	HOUSTON OIL AND MINERALS CORPORATION	07/21/77	TX	LEE	274	138
TX-000060494/003	DAVID TONEY	UNION PACIFIC RESOURCES COMPANY	10/11/93	TX	LEE	711	850
TX-000060494/006	ELIZABETH JANE THOMPSON	UNION PACIFIC RESOURCES COMPANY	11/16/94	TX	LEE	743	903
TX-000060494/007	DORIS POLK	UNION PACIFIC RESOURCES COMPANY	11/16/94	TX	LEE	741	126
TX-000060494/008	MARGARET BOYD WARD	UNION PACIFIC RESOURCES COMPANY	11/16/94	TX	LEE	742	119
TX-000060494/009	A. C. TONEY	UNION PACIFIC RESOURCES COMPANY	11/16/94	TX	LEE	741	124
	LILA FAYE SNOWDEN	BENNIE JAEHNE, TRUSTEE	07/13/92	TX	LEE	683	907
TX-000061909/051	JAMES STEGLICH	L & R DRILLING COMPANY	02/10/92	TX	LEE	665	820
TX-000073958	WILLIE WALTER SPACEK AND WIFE, MOLLIE SPACEK	CHAMPLIN EXPLORATION, INC.	06/11/81	TX	LEE	378	661
TX-000073960	MILA MAE WILSON WADE	CHAMPLIN EXPLORATION, INC.	03/06/81	TX	LEE	373	70
	JOHN KING, ET UX	U.S. RESOURCES, INC.	07/24/79	TX	LEE	323	285
TX-000075686/001	MILLIE M. KOCUREK	GEMINI EXPLORATION COMPANY	03/23/95	TX	LEE	749	129
TX-000075686/002	KOCUREK FAMILY TRUST	GEMINI EXPLORATION COMPANY	03/23/95	TX	LEE	749	124
TX-000061909/076	TEXAS OSAGE ROYALTY POOL, INC.	HOUSTON OIL & MINERALS CORPORATION	07/20/77	TX	LEE	277	173
TX-000120790/001	BARBARA KAY MAGNESS, AIF	ANADARKO E&P COMPANY LP	07/25/06	TX	LEE	987	450
TX-000120790/002	TEXAS OSAGE ROYALTY POOL	ANADARKO E&P COMPANY LP	08/03/06	TX	LEE	987	448

Washington County

File Number	Lessor/Grantor	Lessee/Grantee	Lease Date	State	County	Book	Page
TX-000043755/006	MICHAEL RAY STANDLEY, ET UX	SIMMONS AND ASSOCIATES, INC.	07/02/91	TX	WASHINGTON	653	637
TX-000043762/005	BYRON H. SCHAFF	SIMMONS AND ASSOCIATES, INC.	09/13/90	TX	WASHINGTON	634	909
TX-000043762/013	BYRON H. SCHAFF	SUN OPERATING LP	09/13/93	TX	WASHINGTON	662	771
TX-000082373/003	COMMISSIONER OF THE GEO OF THE STATE OF TX (M. 97122)	SAGE ENERGY COMPANY	05/07/96	TX	WASHINGTON		
TX-000118705	BIRDIE MAE SOMMERFELD, ET AL	ANADARKO E&P COMPANY LP	08/25/04	TX	WASHINGTON	1143	77
TX-000095559/001	WELDON EARL MOELLER	CHESAPEAKE EXPLORATION LTD.	07/23/01	TX	WASHINGTON	1007	539
TX-000073442/009	JOHN D NEPVEUX ET UX	UNION PACIFIC RESOURCES COMPANY	08/03/95	TX	WASHINGTON	790	696

MFO97122

There is not an Exhibit A - Part 2 of 2, Exhibit A-1, Exhibit B, or Exhibit C attached to and made a part of this Fifth Supplemental Assignment and Bill of Sale.

Filed for Record in:
BRAZOS COUNTY

On: Nov 17, 2014 at 01:04P

As a
Recordings

Document Number: 01214164

Amount 80.00

Receipt Number - 528721

By,
Ashlie Peters-Bowman

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 Official Public records of:

BRAZOS COUNTY

is stamped hereon by me.

Nov 17, 2014

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY



File No. MF-095348

Assign # 10432

Ander K. & Kerr Energy et al

Date Filed: 10-20-17

George P. Bush, Commissioner

By: [Signature]