

2304
15004
INVT 15022

Lease Type	Control	Basefile	County
HROW 56 [State	56-029973		BRAZOS
	Survey	Highways & Public Transportati...	
	Block		
	Block Name		
	Township		
	Section/Tract		
	Land Part	SH OSR	
	Acres	Net: 6.410000 Gross: 6.410000	
	Depth Below	Depth Above	Depth Other
			Allow All Depths
	Name	UNION PACIFIC RESOURCES	
	Lease Date	6/7/1994	
	Primary Term	1 years	
	Bonus	\$762.84	
	Lease Royalty	0.20000000	
	Paid Up	NA	

Leasing:
Maps:
GIS:
Scanlab:



CAUTION

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

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

Thank you for your assistance.

Archives and Records Staff



2304

6.41 UNIT ACRES

- 0 - NON-UNIT ACRES

STATE LEASE - HROW

M-95758

COUNTY (CODE)	<u>BRAZOS (21)</u>
SURVEY	<u>T. HENRY, A-128</u>
BLOCK	<u>N/A</u>
TOWNSHIP	<u>N/A</u>
SECTION (S)	<u>N/A</u>
PART	<u>ST. HWY. OSR</u>
ACRES	<u>6.357 6.41</u>
DEPTH LIMITS	<u>N/A</u>
BASE FILE (S)	<u>N/A</u>
CONTROL NO. (S)	<u>56-02997-3</u>
CONTROL NO. (S)	<u>N/A</u>

LESSEE	<u>UNION PACIFIC RESOURCES CO.</u>
DATE	<u>06-07-94</u>
PRIMARY TERM	<u>ONE (1) YEAR</u>
BONUS (\$)	<u>762.84</u>
ROYALTY	<u>1/5</u>
RENTAL (\$)	<u>N/A</u>
VARIABLE ROYALTY	<u>N/A</u>

RENTALS

LEASE
ADMIN.

MINERAL
MAPS

✓ m.s.

DR

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HROW

- | | |
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| 4. Plat | — |
| 5. App. of Consideration | 4.12.94 |
| 6. Title opinion | 3.14.94 |
| 7. Row Deeds | — |
| 8. Adjacent leases | — |
| 9. Division Order | APR 24 1995 |
| 10. UNIT DESIGNATION | 1/21/95 |

Scanned sm 1/20/16
 See MFD 091332 #41, Arr'n 10629
 Aradarko (to) Admiral et al 7-23-18
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- #20 Application for PSA Unit 15004
 - #21 Fee
 - #22 Commissioner Memo
 - #23 PSA Executed letter
 - #24 PSA
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Scanned MM 3.18.2026

The State of Texas



Austin, Texas

PAID-UP

OIL AND GAS LEASE NO. M-95758
GENERAL LAND OFFICE
AUSTIN, TEXAS

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

1. Lessor, in consideration of Seven Hundred Sixty Two and 84/100 Dollars (\$762.84), 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:

6.357 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 6.357 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 one (1) year from June 7, 1994, 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 \$158.93. 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 \$317.86, and shall maintain this lease in effect for so long as such payments are made as provided herein.

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

16. RAILROAD COMMISSION: No natural gas or casinghead gas, including both associated and non-associated gas, produced from the mineral estate subject to this lease may be sold or contracted for sale to any person for ultimate use outside the State unless the Railroad Commission of Texas, after notice and hearing as provided in Title 3 of the N.R.C., finds that:

(a) the person, agency, or entity that executed the lease in question does not require the natural gas or casinghead gas to meet its own existing needs for fuel;

(b) no private or public hospital, nursing home, or other similar health-care facility in this state requires the natural gas or casinghead gas to meet its existing needs for fuel;

(c) no public or private school in this state that provides elementary, secondary, or higher education requires the natural gas or casinghead gas to meet its existing needs for fuel;

(d) no facility of the State or of any county, municipality, or other political subdivision in this state requires the natural gas or casinghead gas to meet its existing needs for fuel;

(e) no producer of food and fiber requires the natural gas or casinghead gas necessary to meet the existing needs of irrigation pumps and other machinery directly related to this

production; and

(f) no person who resides in this state and who relies on natural gas or casinghead gas to provide in whole or part his existing needs for fuel or raw material requires the natural gas or casinghead gas to meet those needs; provided, however, after notice and hearing as provided in Title 3 of the N.R.C., the Railroad Commission of Texas may grant exceptions to these provisions of Subchapter H of Chapter 52 of the N.R.C. if it finds and determines that enforcement of such provisions:

(1) would cause physical waste as defined in Title 3 of the N.R.C.; or

(2) would unreasonably deny to the Lessee an opportunity to produce economically hydrocarbons from the land subject to this lease.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office, under the seal of the General Land Office, effective as of June 7, 1994.



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

Approved:

Energy: RA

Legal (Form): AM

Executive: _____



Exhibit "A"

Being 6.357 acres, more or less, situated in the Francisco Ruis Survey and the T. Henry Survey in Brazos County, Texas. Said 6.357 being all of and the same land conveyed to the State by Deed from Mr. John Kopecky, et al as recorded in Volume 113, Page 22, of the Deed records of Brazos County, Texas. Also included is other highway rights of way. Said 6.357 acres being a strip of land of variable width which is more particularly described as follows, to wit:

Beginning at a point being the northeast property corner of the Frank Kopecky 87 acre tract. Said point also being Engineer's Centerline Station Number 864+32.70;

Thence, N 20° 42' 00" E, along the centerline of the OSR, a distance of 1,471.20 feet to the P.C. of a 01° 00' curve to the right. Said P.C. also being Engineer's Centerline Station Number 879+03.90;

Thence, around said curve, along the centerline to a point on the H. Mitchell - T. Henry Survey line. Said point being Engineer's Centerline Station Number 881+23.50;

Thence, S 45° 00' 00" e, along said survey line, a distance of 75.00 feet to a point 60.00 feet east of and at right angles to a 01° 00' curve to the right whose central angle is 05° 50';

Thence, around said curve in a northeasterly direction, a distance of 387.20 feet, measured on the centerline, to the P.T. of said curve 60.00 feet east of and at right angles to Engineer's Centerline Station Number 884+87.20;

Thence, N 26° 32' 00" E, along the east right of way line of the OSR, a distance of 1,099.80 feet to a point 60.00 feet east of and at right angles to the centerline of said highway;

Thence, N 67° 00' 00" W, departing from the east right of way line, a distance of 61.50 feet crossing the centerline at Engineer's Centerline Station Number 895+87.00 and continuing on for, a total distance of 123.00 feet to a point on the west right of way line;

Thence, S 26° 32' 00" W, along the west right of way line, a distance of 1,099.80 to a point 60.00 feet west of and at right angles to Engineer's Centerline Station Number 884+87.20, being the P.C. of a 01° 00' curve to the left;

Thence, around said curve to the left, in a southwesterly direction, a distance of 583.30 feet, measured on the centerline to the P.T. of said curve. Said P.T. being 60.00 feet west of and at right angles to Engineer's Centerline Station Number 879+03.90;

Brazos County
CSJ 475-1-1
OSR
No. 450

-2-

Thence S 20° 42' 00" W, along the west right of way line, a distance of 1,471.20 feet to a point 60.00 feet west of and at right angles to Engineer's Centerline Station Number 864+32.70;

Thence, S 68° 45' 00" E, departing from the west right of way line, a distance of 60.00 feet to the point of beginning.

The above described tract of land contains 6.357 acres and being as indicated on the official right of way map which is on file with the Texas Department of Transportation and identified under Control Number 475-1-1.

450

T. Henry Survey

Francisco Ruis Survey

864+32.70

To CALDWELL

O. S. R.

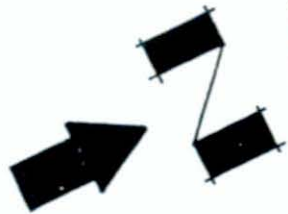
895+28.70

895+87.00

To BENCHLY

865+86.70

H. Mitchell Survey



PC 879+03.90

PT 884+87.20

T. Henry Survey

895+59.60
COUNTY ROAD
896+35.00

O. Wilcox Survey

881+23.50

MAP SHOWING
PORTION OF OSR RIGHT
OF WAY
BRAZOS COUNTY

 AREA TO BE LEASED- 6.357 ACRES

①

M-95758

lease

6.7.94

GENERAL LAND OFFICE

GARRY MAURO
COMMISSIONER

6-7-94

MEMORANDUM

DATE: June 1, 1994

TO: School Land Board

FROM: Robert Hatter / Energy Resources

SUBJECT: Application To Lease Right-of-Way

APPLICANT: Union Pacific Resources Company

REFERENCE: Being 6.357 acres, more or less, of St. Hwy. OSR, situated
in the T. Henry Sur., A-128, in Brazos County, Texas.

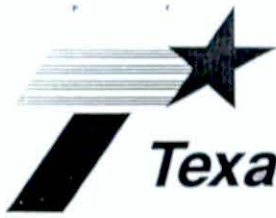
The following terms were provide for in the adjacent leases:

	<u>High</u>	<u>Low</u>
Bonus/Acre:	\$120.00	\$100.00
Royalty:	1/5	3/16
Delay Rental:	none	none
Primary Term:	1 year	1 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
Delay Rental:	none
Primary Term:	1 year

Union Pacific Resources Company 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 6.357 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

May 17, 1994

Contact: ROW

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>Term</u>	<u>Rental</u>
Brazos	Union Pacific Resources Company	\$120.00	1/5	1 Year	None
Tyler	Union Pacific Resources Company	\$50.00	1/5	3 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 6.357 acres, more or less, situated in the Francisco Ruis Survey and the T. Henry Survey in Brazos County, Texas. Said 6.357 being all of and the same land conveyed to the State by Deed from Mr. John Kopecky, et al as recorded in Volume 113, Page 22, of the Deed records of Brazos County, Texas. Also included is other highway rights of way. Said 6.357 acres being a strip of land of variable width which is more particularly described as follows, to wit:

Beginning at a point being the northeast property corner of the Frank Kopecky 87 acre tract. Said point also being Engineer's Centerline Station Number 864+32.70;

Thence, N 20° 42' 00" E, along the centerline of the OSR, a distance of 1,471.20 feet to the P.C. of a 01° 00' curve to the right. Said P.C. also being Engineer's Centerline Station Number 879+03.90;

Thence, around said curve, along the centerline to a point on the H. Mitchell - T. Henry Survey line. Said point being Engineer's Centerline Station Number 881+23.50;

Thence, S 45° 00' 00" e, along said survey line, a distance of 75.00 feet to a point 60.00 feet east of and at right angles to a 01° 00' curve to the right whose central angle is 05° 50';

Thence, around said curve in a northeasterly direction, a distance of 387.20 feet, measured on the centerline, to the P.T. of said curve 60.00 feet east of and at right angles to Engineer's Centerline Station Number 884+87.20;

Thence, N 26° 32' 00" E, along the east right of way line of the OSR, a distance of 1,099.80 feet to a point 60.00 feet east of and at right angles to the centerline of said highway;

Thence, N 67° 00' 00" W, departing from the east right of way line, a distance of 61.50 feet crossing the centerline at Engineer's Centerline Station Number 895+87.00 and continuing on for, a total distance of 123.00 feet to a point on the west right of way line;

Thence, S 26° 32' 00" W, along the west right of way line, a distance of 1,099.80 to a point 60.00 feet west of and at right angles to Engineer's Centerline Station Number 884+87.20, being the P.C. of a 01° 00' curve to the left;

Thence, around said curve to the left, in a southwesterly direction, a distance of 583.30 feet, measured on the centerline to the P.T. of said curve. Said P.T. being 60.00 feet west of and at right angles to Engineer's Centerline Station Number 879+03.90;

Brazos County
CSJ 475-1-1
OSR
No. 450

-2-

Thence S 20° 42' 00" W, along the west right of way line, a distance of 1,471.20 feet to a point 60.00 feet west of and at right angles to Engineer's Centerline Station Number 864+32.70;

Thence, S 68° 45' 00" E, departing from the west right of way line, a distance of 60.00 feet to the point of beginning.

The above described tract of land contains 6.357 acres and being as indicated on the official right of way map which is on file with the Texas Department of Transportation and identified under Control Number 475-1-1.

T. Henry Survey

Francisco Ruis Survey

864+32.70

TO CALDWELL

O. S. R.

895+28.70

895+87.00

TO BENCHLY

865+86.70

H. Mitchell Survey

PC 879+03.90

PT 884+87.20

T. Henry Survey

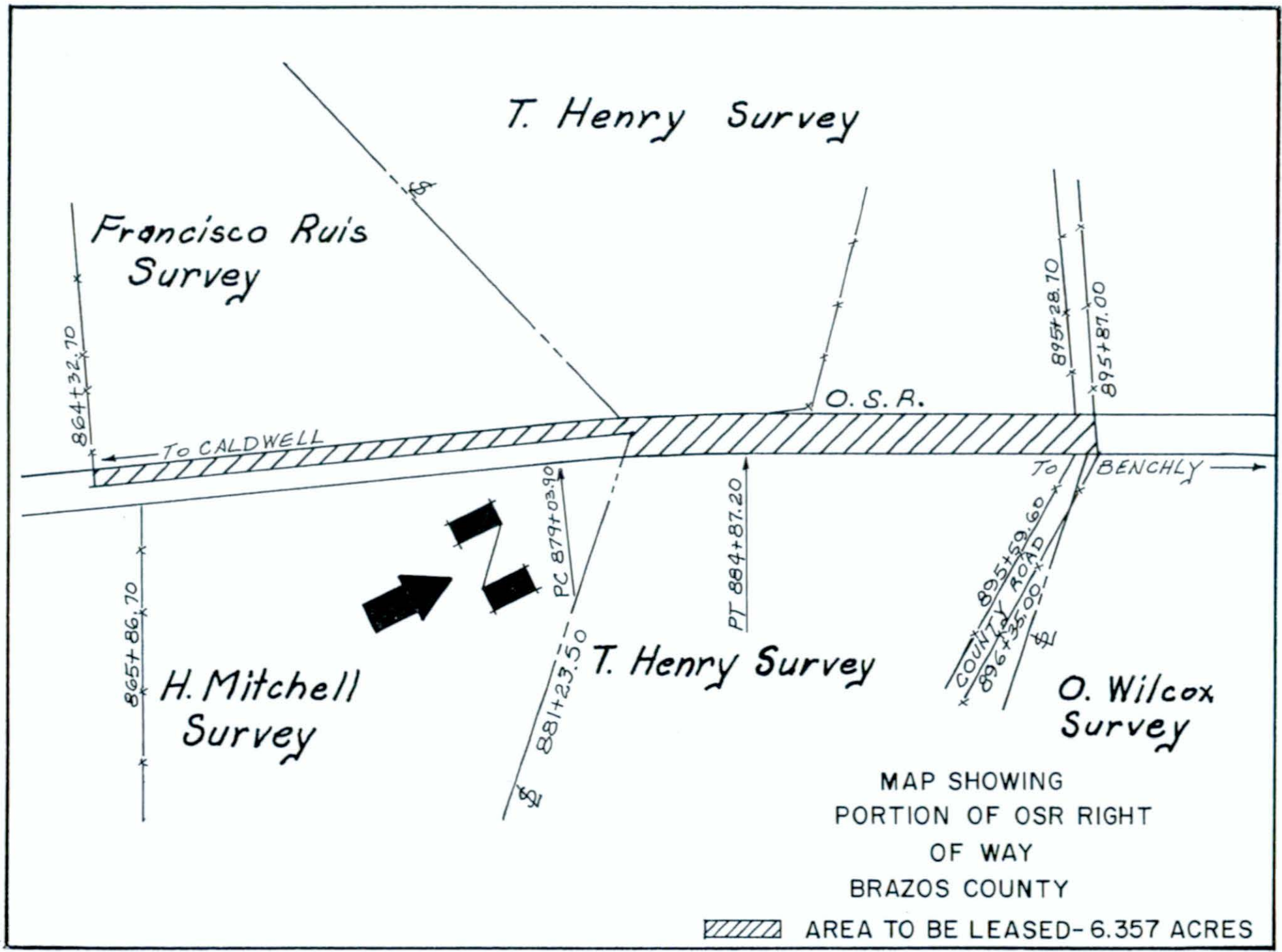
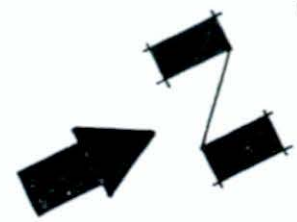
895+59.60
896+35.00
COUNTY ROAD

O. Wilcox Survey

881+23.50

MAP SHOWING
PORTION OF OSR RIGHT
OF WAY
BRAZOS COUNTY

AREA TO BE LEASED- 6.357 ACRES



M-95-158

MEMO

6-1-94

(2)

PETE DAILEY & ASSOCIATES
A Professional Land Service Company

April 13, 1994

TEXAS GENERAL LAND OFFICE
Lease Administration
1700 N. Congress Ave., Rm 640
Austin, Texas 78701

Re: Lease Application for 6.09 acres of land, more or less, under Old San Antonio Road in Brazos County, Texas, ref. Volume 113, Page 22 of the Deed Records of Brazos County, Texas.

Gentleman;

UNION PACIFIC RESOURCES COMPANY has acquired Oil, Gas and Mineral Leases in the Franciso Ruiz Survey, A-48, the Wm. Fullerton Survey, A-121, the Robert Henry Survey, A-138, & the T. Henry Survey A-128, in Brazos County, Texas to form the proposed horizontal unit, "JONES-SCARPINATO UNIT #1". Union Pacific Resources Company desires to include the above captioned 6.09 acres within the "JONES-SCARPINATO UNIT #1".

I have attached the following items for your review:

- Went up 4/13*
- (1.) Letter Title Opinion from FOUTS & MOORE, L.L.P.,
 - (2.) Affidavit of Lease Consideration,
 - (3.) List of adjacent mineral owners with plat,
 - (4.) Sight Draft for \$841.76, based upon a \$120.00 per acre bonus plus the 1.5% statutory sales fee and the \$100.00 processing fee,
 - (5.) Copies of acquired Oil, Gas and Mineral Leases.

Please consider this letter as UNION PACIFIC RESOURCES COMPANY's application to lease the mineral estate under the above captioned 6.09 acre Old San Antonio Road tract in Brazos County, Texas.

Yours Very Truly,

PETE DAILEY & ASSOCIATES,

John C. Soltan
John C. Soltan
Landman
Enclose



A Professional Land Service Company

April 13, 1994

170

TEXAS GENERAL LAND OFFICE
Lease Administration
1700 N. Congress Ave., Rm 640
Austin, Texas 78701

Re: **Lease Application for 6.09 acres of land, more or less, under Old San Antonio Road in Brazos County, Texas, ref. Volume 113, Page 22 of the Deed Records of Brazos County, Texas.**

Gentleman;

UNION PACIFIC RESOURCES COMPANY has acquired Oil, Gas and Mineral Leases in the Franciso Ruiz Survey, A-48, the Wm. Fullerton Survey, A-121, the Robert Henry Survey, A-138, & the T. Henry Survey A-128, in Brazos County, Texas to form the proposed horizontal unit, "JONES-SCARPINATO UNIT #1". Union Pacific Resources Company desires to include the above captioned 6.09 acres within the "JONES-SCARPINATO UNIT #1".

I have attached the following items for your review:

X 841.⁷⁶

- (1.) Letter Title Opinion from FOUTS & MOORE, L.L.P.,
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- (3.) List of adjacent mineral owners with plat,
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- (5.) Copies of acquired Oil, Gas and Mineral Leases.

34047726

Please consider this letter as UNION PACIFIC RESOURCES COMPANY's application to lease the mineral estate under the above captioned 6.09 acre Old San Antonio Road tract in Brazos County, Texas.

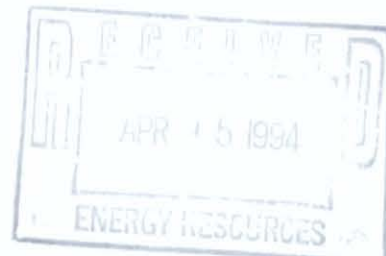
Yours Very Truly,

PETE DAILEY & ASSOCIATES,

John C. Soltan

John C. Soltan
Landman
Enclose

170



M-95758

COLLECTION ITEM ONLY

FS-036
(01-94)

(Payee's Tax I.D. No./S.S. No.)

TEXAS COMMERCE BANK ATTN: COLLECTION DEPT.
P.O. BOX 660197, DALLAS, TEXAS 75266-0197

No. 136829

COLLECT DIRECTLY THROUGH

upon sight

Banking Days after Sight and Subject to Approval of Title Date June 13, 1994

Pay to the Order of Texas General Land Office

1700 N. Congress Ave., Rm 640, Austin, TX 78701

(Address)

(City)

(State)

(Zip)

\$ 59.22

Fifty nine & 22/100s----- DOLLARS

Consideration for: one year paid-up Lease, \$120.00/ac. Bonus, ^{With Exchange} 1/5 Royalty

Covering: remaining balance due on 6.357 ac. of Old San Antonio Road R.O.W. under JONES-SCARPINATO UNIT (previously calculated to be 6.09 acres),

in the Frazzlesco Ruiz Survey, A- & the T. Henry Survey.

TO: UNION PACIFIC RESOURCES COMPANY
801 CHERRY STREET
FORT WORTH, TEXAS 76102

Brazos Co. TX

BY

John C. Soltau

LANDMAN: Mark Dixon

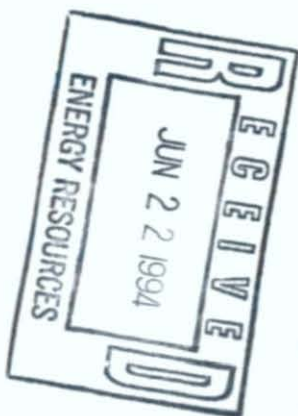
AFE: 15230

NAME (Type or Print)

CUSTOMER'S DRAFT

With privilege of Re-Draft

ORIGINAL



*Union Pacific Resources
co*

Dep't. 170

X59

94062468

5

M.95758

Letter
4.13.54

2525



M. 95748

Rest

①

AFFIDAVIT OF LEASE CONSIDERATION

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN C. SOLTAU, known to me to be a credible person above the age of 21 years, who by me being duly sworn, deposes and says, to wit:

That his name is John C. Soltau and that he is personally familiar with the UNION PACIFIC RESOURCES COMPANY, 659.57 acre JONES-SCARPINATO UNIT #1, situated in the Francisco Ruiz Survey, A-48, the Wm Fullerton Survey, A-121, the Robert Henry Survey, A-138, and the T. Henry Survey, A-128, in Brazos County, Texas, and that he has been personally involved with the leasing process of said unit.

Affiant further states that a portion of the JONES-SCARPINATO UNIT is bounded to the east by a 6.09 acre portion of the Old San Antonio Road right-of-way. The Old San Antonio Road right-of-way was conveyed to the State of Texas in that certain deed dated April 29, 1943 from John Kopecky, et al, to the State of Texas and recorded in Volume 113, Page 22 of the Deed Records of Brazos County, Texas.

Affiant further states that, to the best of his knowledge, the majority of the adjacent-mineral-acreage-owners of the said 6.09 acre highway tract were paid one-hundred dollars (\$100.00) per acre bonus, except for one adjacent mineral owner who was paid one-hundred-twenty dollars (\$120.00) per acre. Affiant further states that the royalty terms for the above mentioned units were one fifth (1/5th).

For a more complete listing of the adjacent mineral owners and the acreage and lease consideration terms, see EXHIBIT "A" attached hereto and made a part hereof.

Affiant further states that the said Union Pacific Resources Company's "JONES-SCARPINATO UNIT #1" will have a horizontal well drilled on it.

SO ENDS AFFIANT'S STATEMENT.

John C. Soltau
John C. Soltau

SUBSCRIBED AND SWORN before me this 12TH day of April, 1994.

Billy L. May
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

MY COMMISSION EXPIRES



BILLY L. MAY
Notary Public
STATE OF TEXAS

My Comm. Exp. AUG. 2, 1995

THE STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 12TH day of April, 1994, by John C. Soltau.

Billy L. May
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

MY COMMISSION EXPIRES



BILLY L. MAY
Notary Public
STATE OF TEXAS

My Comm. Exp. AUG. 2, 1995

51

85155W

45.31.4
H

FOUTS & MOORE, L.L.P.

ATTORNEYS AT LAW
A Registered Limited Liability Partnership
Consisting of Professional Corporations

5555 SAN FELIPE, 17th FLOOR
HOUSTON, TEXAS 77056-2726

TELEPHONE (713) 622-9966
TELECOPIER (713) 622-1045

ELWOOD FOUTS (1884-1954)
JOSEPH W. MOORE (1901-1986)

JOE E. COLEMAN, P.C.
THOMAS E. O'BRIEN, JR., P.C.
THOMAS T. SIMS, P.C.
GEORGE J. VAN OS, P.C.
JOSEPH W. ROYCE, P.C.
MICHAEL B. LEE, P.C.
GARY A. MESSERSMITH, P.C.
G. STEPHEN FARRITT, P.C.
M. HARAJA GREENWOOD, P.C.
EDWARD TONY BERGOMAN, III, P.C.
ROBBIE J. MORRIS, P.C.
LEE M. LARKIN, P.C.

RACHEL A. PEPER
WANDA MCKEE FOWLER
THOMAS J. GOTLIBOSKI, III
SEAN F. GREENWOOD
J. SCOTT HANEY
HOWARD M. COHEN

OF COUNSEL
ARTHUR C. LESHER, JR.

March 14, 1994

Union Pacific Resources Company
P.O. Box 7
Fort Worth, Texas 76101-0001

Attention: Mr. Mark Dixon

Re: Warranty Deeds, State of Texas, Jones-Scarpinato Unit, Brazos
County, Texas

Gentlemen:

Pursuant to your request, we have examined the following
instrument:

1. Deed from John Kopecky, et al as Grantor, in favor of the
State of Texas, acting by and through the State Highway
Commission, as Grantee, covering 6.900 acres of land,
more or less, out of the T. Henry Survey and the
Francisco Ruiz Survey, Brazos county, Texas, dated April
29, 1943, recorded at Volume 113, Page 22, Deed Records,
Brazos County, Texas.

Based upon our examination of the foregoing instrument, we are
of the opinion that the Grantors under said deed conveyed the fee
simple title in and to the lands covered thereby. Notwithstanding
the possibility that the parties intended the conveyance to operate
as a right-of-way only for the Old San Antonio Road Highway
("OSR"), the Grantors nevertheless conveyed the fee simple title,
including the entire mineral estate underlying the lands covered
thereby. Therefore, in the event that you intend to conduct any
oil and gas operations which would include all, or any portion, of
lands covered by the aforementioned Deed, you should secure an oil,
gas and mineral lease from the State of Texas covering said lands.

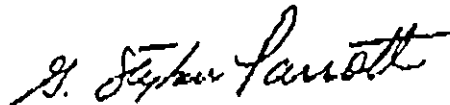
Attached hereto for your file is a copy of the above
referenced Deed for your review and consideration. If you have any

March 14, 1994
Page 2

questions concerning this matter, please do not hesitate to contact me.

Very truly yours,

FOUTS & MOORE, L. L. P.



G. Stephen Parrott

Enclosure

801.95158

File of

3.14.94

(6)

that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 1st day of May A.D. 1943.

R. V. Armstrong, (R. V. Armstrong)

(SEAL)

Notary Public in and for Brazos County, Texas.

The foregoing is a true copy of the original instrument which was filed for record on the 1st day of May A.D. 1943 at 10:20 o'clock a.m. and duly recorded on the 4th day of May A.D. 1943 at 11:50 o'clock a.m. to which I certify

A. B. Syptak, C.C.C.B.C.
[Signature] Deputy

THE STATE OF TEXAS
COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, John Kopecky; Lee Kopecky; Paul Kopecky; Mrs. Annie Higgs, joined herein pro forma by my husband, A. L. Higgs; Mrs. Victoria Stasny, joined herein pro forma by my husband, W. A. Stasny; Mrs. Ella Ray Havel, joined herein pro forma by my husband, Joe Havel; Mrs. Lottie Gardner, joined herein pro forma by my husband, Charles W. Gardner; and Mrs. Rosa Wehrman, joined herein pro forma by my husband, Fred A. Wehrman; all of Brazos County, Texas; and Mrs. Mamie Cajka, joined herein pro forma by my husband, John Cajka, of Robertson County, Texas;

FOR AND IN CONSIDERATION of the sum of Two Hundred Fifty Dollars (\$250.00), Dollars, to us in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged;

HAVE THIS DAY SOLD and do by these presents, grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situated in the County of Brazos, State of Texas, described as follows:

A strip of land off the east side of a tract of land joining Frank Kopecky and Frank Habarta, out of the Francisco Ruiz Survey, and a strip across the T. Henry Survey, between Frank Habarta and Joe Merka, in Brazos County, Texas, and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the northeast corner of an 87-acre tract owned by Frank Kopecky and being Survey Station 864/32.7;

THENCE along division line between Joe Kopecky Estate and Frank Habarta North twenty degrees and forty-two minutes East 449.8 feet; North twenty degrees East 1242 feet to the northwest corner of Frank Habarta and a corner of the Francisco Ruiz, T. Henry and H. Mitchell Surveys, said corner being North forty-five degrees West 22 feet from Survey Station 881/23.5;

THENCE South forty-five degrees East along the H. Mitchell and T. Henry Survey line 90 feet to a point 60 feet to the east of and at right angles to a 1-degree curve to the right whose central angle is five degrees and fifty minutes;

THENCE 60 feet to the east of and parallel with said 1-degree curve on the center line 387-2/10 feet to a point 60 feet to the east of and at right angles to the end of said curve at Survey Station 884/87.2;

THENCE North twenty-six degrees and thirty-two minutes East 1029 feet to a point in the south right-of-way line of a county road;

THENCE North 50 degrees West 35 feet;

THENCE North sixty-eight degrees and twenty-three minutes West 26-5/10 feet to Survey Station 895/28.7;

120'
60' each side 88 9/16

THENCE North sixty-eight degrees and twenty-three minutes West 60-2/10 feet;
 THENCE South twenty-six degrees and thirty-two minutes West 1036-3/10 feet
 to a point 60 feet to the west of and at right angles to the beginning of a 1-degree
 curve to the left whose central angle is five degrees and fifty minutes;

THENCE 60 feet to the west of and parallel to said 1-degree curve on the center
 line 589-4/10 feet to a point 60 feet to the west of and at right angles to end of said
 curve;

THENCE South twenty degrees and forty-two minutes West 1470-6/10 feet to a point
 in the north line of the Frank Kopecky 87-acre tract;

THENCE South sixty-eight degrees and forty-five minutes East 60 feet to the
 PLACE OF BEGINNING and containing six and nine one-hundredths (6-9/100) acres of land,
 more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular
 the rights and appurtenances thereto in anywise belonging, unto the said State of Texas
 and its assigns; and we, the said grantors, do hereby bind ourselves, our heirs, exe-
 cutors and administrators, to WARRANT AND FOREVER DEFEND all and singular the said
 premises, unto the said State of Texas and its assigns against every person whomsoever
 lawfully claiming or to claim the same or any part thereof.

The undersigned grantors herein for the same consideration hereby specially
 agree that the consideration above recited includes adequate and complete compensation
 for any and all damages, present or future, that may be done to the remainder of the
 tract above referred to and in consideration of the premises and the payment to us of
 the sum of money above acknowledged, hereby release the State of Texas from any and
 all damages, if any, present or future, that may be done to the remainder of said
 tract of land by virtue of the construction and maintenance of the new proposed Old
 San Antonio Road state highway or by virtue of any drainage in connection therewith
 or by virtue of any operations of any nature in connection with said road and its
 appurtenances.

WITNESS OUR HANDS, this the 29th day of April, A. D., 1943.

John Kopecky
 (John Kopecky)

Lee Kopecky
 (Lee Kopecky)

Paul Kopecky
 (Paul Kopecky)

Mrs. Annie Higgs
 (Mrs. Annie Higgs)

A. L. HIGGS

(A. L. Higgs), joined herein pro forma

Mrs. Victoria Stasny
 (Mrs. Victoria Stasny)

W. A. Stasny
 (W. A. Stasny), joined herein pro forma

Mrs. Ella Ray Havel
 (Mrs. Ella Ray Havel)

Joe Havel
 (Joe Havel), joined herein pro forma

Mrs. Lottie Gardner
 (Mrs. Lottie Gardner)

Charles W. Gardner
 (Charles W. Gardner), joined herein pro
 forma

① 851518
Row 200

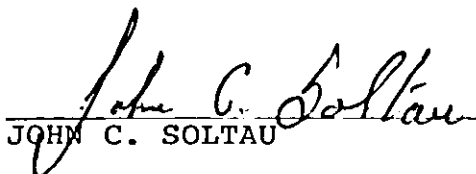
EXHIBIT "A"

MINERAL OWNER LIST

MINERAL OWNERS ADJACENT TO THE WEST BOUNDARY LINE OF A 6.09 ACRE STRIP OF THE OLD SAN ANTONIO ROAD RIGHT-OF-WAY IN THE FRANCISCO RUIZ SURVEY, A-48, AND THE T. HENRY SURVEY, A-128, BRAZOS COUNTY, TEXAS, ADJACENT TO UNION PACIFIC RESOURCES COMPANY'S, "JONES-SCARPINATO UNIT #1.

<u>TRACT</u>	<u>NAME AND ADDRESS</u>	<u>ACREAGE & LEASE CONSIDERATION</u>
16.	Lucille Higgs Wehrman 1300 Anderson Bryan, Texas 77803	13.77 acres \$100.00 per acre Bonus 1/5th Royalty
15.	Bill Scarpinato, and wife Mary Scarpinato 1410 Bennett Bryan, Texas 77802	13.76 \$100.00 per acre Bonus 1/5th Royalty
14.	Bert Wheeler, Inc. Route 5, Box 748 Bryan, Texas 77803	13.81 ac. \$120.00 per acre Bonus 1/5th Royalty
11.	William A. Stasney, Jr. 2303 Devonshire Bryan, Texas 77802	10.58 ac., \$100.00 per acre Bonus 1/5th Royalty
10.	Lee Roy Hejl and wife, Willie Mae Hejl Route 5, Box 375 Bryan, Texas 77803	13.47 ac. \$100.00 per acre Bonus 1/5th Royalty

SIGNED FOR IDENTIFICATION:



JOHN C. SOLTAU

444175

OIL, GAS AND MINERAL LEASE

FILED

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

90 FEB 27 PM 1:19

LUCILLE HIGGS WEHRMAN, a feme sole

County Clerk

lessor (whether one or more), whose address is: 1300 Anderson Bryan, Texas 77803
and UNION PACIFIC RESOURCES COMPANY P.O. BOX 7, Ft. Worth, Texas 76101-0007 lessee, WITNESSETH:

Jaren Mc Price

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

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

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

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

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor or by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus, delay rental or other payment hereunder, said land shall be deemed to contain 64.71 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus and agrees to accept the delay rental as lump sum considerations for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of ~~90~~ Three (3) years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

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

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 40 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensates) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any delay rental and shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If operations are not conducted on said land on or before the first anniversary date hereof, this lease shall terminate as to both parties.

unless leased on or before said date shall, subject to the further provisions hereof, pay or tender to lessor or to lessor's credit in the

FIRST CITY Bank at Bryan, Texas or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of \$ 647.10

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

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

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

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

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

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

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

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

Lucille Higgs Wehrman
LUCILLE HIGGS WEHRMAN
SS# [REDACTED]

STATE OF TEXAS
COUNTY OF BRAZOS

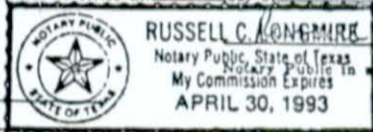
INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared LUCILLE HIGGS WEHRMAN

known 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 20 day of February, 1990.

My Commission Expires
April 30, 1993



Russell C. Longmire
Notary Public in and for Brazos County, State of Texas
INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

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

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

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

My Commission Expires _____

Notary Public in and for _____ County, State of _____

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

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 _____

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

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

Producers 88 (7-81)
With 440 Acres Pooling Provision
Oil, Gas and Mineral Lease
FROM _____ TO _____
No. _____
VOL 1181 PAGE 41

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED FEBRUARY 19, 1990 FROM LUCILLE HIGGS WEHRMAN, ~~A WIDOW~~, TO UNION PACIFIC RESOURCES COMPANY. *L.H.W.*

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

Tract 1 35 acres of land, more or less, out of the John B. Root Survey, A-203, in Brazos County, Texas, and being the same land described as Tract 3 in a deed from Frances Higgs Campbell and Inez Higgs Luther to Lucille Higgs Wehrman dated June 26, 1969 and recorded in Volume 279, Page 357 of the Deed Records of Brazos County, Texas.

Tract 2 15.85 acres of land, more or less, out of the Francisco Ruiz League, A-48, in Brazos County, Texas, and being the same land described as Tracts 4 & 5 in a deed from Frances Higgs Campbell and Inez Higgs Luther to Lucille Higgs Wehrman dated June 26, 1969 and recorded in Volume 279, Page 357 of the Deed Records of Brazos County, Texas.

Tract 3 13.86 acres of land, more or less, out of the Francisco Ruiz League, A-48, in Brazos County, Texas, and being the same land described as Tract 6 in a deed from Francis Higgs Campbell and Inez Higgs Luther to Lucille Higgs Wehrman dated June 26, 1969 and recorded in Volume 279, Page 357 of the Deed Records of Brazos County, Texas.

SIGNED FOR IDENTIFICATION

Lucille Higgs Wehrman
LUCILLE HIGGS WEHRMAN

EXHIBIT "B"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated February 19, 1990, from Lucille Higgs Wehrman to Union Pacific Resources Company.

Notwithstanding anything to the contrary in the foregoing printed Oil, Gas and Mineral Lease, it is agreed and understood as follows, to-wit:

12. It is understood and agreed after the end of the primary term of this lease and upon the written request of the Lessor, Lessee its successors or assigns shall promptly deliver to Lessor a recordable release as to such portion or portions of this lease which have been forfeited by Lessee its successors or assigns under the terms of this agreement.

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

14. At the end of each drilling operation, as well as upon the expiration of this lease, the Lessee shall proceed with reasonable diligence, but in any event within ninety (90) days, to restore the surface of the leased premises to as near its original condition as practicable, and shall pay Lessor in full for all damages to grass, timber, crops, livestock, land or improvements situated on the leased premises caused by Lessee's operations. In addition to the above and foregoing, Lessee agrees, upon the completion of a well producing either oil or gas, to clean said premises of all debris and fill the cellar and clear the location of all rubbish and other litter that may have been placed thereon in the drilling and completion of said well, so that the location and the premises shall have a neat appearance. Any slush pits as are reasonably necessary for the economical operation of a well shall be enclosed by a substantial fence sufficient to turn livestock, which fence shall be maintained as long as the slush pits remain open.

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

16. Notwithstanding anything to the contrary, Lessee agrees to bury all pipelines below ordinary plowed depth.

17. Notwithstanding anything herein to the contrary, any equipment ^{used L.H.W.} used by Lessee above ground is to be painted and kept in as clean and attractive a state as the business of producing oil and gas will allow.

SIGNED FOR IDENTIFICATION

Lucille Higgs Wehrman
LUCILLE HIGGS WEHRMAN

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 5th day of April 1990, between Bill Scarpinato, also known as William Scarpinato, and wife. Mary A. Scarpinato

Lessor (whether one or more), whose address is: 1410 Bennett, Bryan, Texas 77802 76101-0007 and Union Pacific Resources Company P.O. Box 7 Ft. Worth, Texas

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

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

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

152-102

FILED 90 SEP 25 11 08 AM 1990

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus, delay rental or other payment hereunder, said land shall be deemed to contain 208.935 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed

to be the true acreage thereof. Lessor accepts the bonus and agrees to accept the delay rental as lump sum consideration for this lease and all rights and options hereunder. THREE (3)

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

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

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

5. If operations are not conducted on said land on or before the first anniversary date hereof, this lease shall terminate as to both parties, unless lessee on or before said date shall, subject to the further provisions hereof, pay or tender to lessor or to lessor's credit in the

First City National Bank at Bryan, Texas 77802

or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of \$ 5,223.38 which shall operate as delay rental and cover the privilege of deferring operations for one year from said date. In like manner and upon like payments or tenders, operations may be further deferred for like periods of one year each during the primary term. If at any time that lessee pays or tenders delay rental, royalties, or other moneys, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such rental, royalties, or other moneys, in the manner herein specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to lessor or to a depository bank on or before the last date for payment. Said delay rental shall be apportionable as to said land on an acreage basis, and a failure to make proper payment or tender of delay rental as to any portion of said land or as to any interest therein shall not affect this lease as to any portion of said land or as to any interest therein as to which proper payment or tender is made. Any payment or tender which is made in an attempt to make proper payment, but which is erroneous in whole or in part as to parties, amounts, or depository shall nevertheless be sufficient to prevent termination of this lease and to extend the time within which operations may be conducted in the same manner as though a proper payment had been made; provided, however, lessee shall correct such error within thirty (30) days after lessee has received written notice thereof from lessor. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest. If this lease is so released as to all minerals and horizons under a portion of said land, the delay rental and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the acreage released bears to the acreage which was covered by this lease immediately prior to such release.

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



8.7 Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

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

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

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

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

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

Bill Scarpinato
Bill Scarpinato, also known
as William Scarpinato
SS# [redacted]

Mary A. Scarpinato
Mary A. Scarpinato
SS# [redacted]

LESSOR

SS OR TAX I.D. NO.

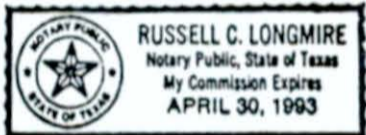
LESSOR

SS OR TAX I.D. NO.

ACKNOWLEDGEMENT

STATE OF Texas
COUNTY OF Brazos

This instrument was acknowledged before me on the 6th day of April, 19 90,
by Bill Scarpinato, also known as William Scarpinato and wife Mary A. Scarpinato



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

ACKNOWLEDGEMENT

STATE OF
COUNTY OF

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

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

CORPORATE ACKNOWLEDGEMENT

STATE OF
COUNTY OF

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

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

VOL 1212 PAGE 017

Form 504 (7-84)
With Self-Accounting Procedure

Oil, Gas and Mineral Lease

FROM _____ TO _____

Dated _____ 19 _____
No. Acres _____ County _____
Section _____

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:
Union Pacific Resources Co.
Attn: Land Administration
P.O. Box 7, MS 3300
Port Worth, TX 76101-0007

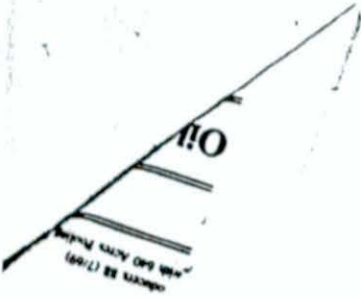


EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED APRIL 5, 1990, FROM BILL SCARPINATO AND WIFE, MARY A. SCARPINATO, TO UNION PACIFIC RESOURCES COMPANY.

208.935 acres of land, more or less, out of the Francisco Ruiz League, Abstract No. 48 and the T. Henry Survey, Abstract No. 128, Brazos County, Texas, and being more particularly described as follows:

TRACT 1: 98 acres of land, more or less, out of the Francisco Ruiz League, Abstract No. 48, and being the same land described in a Deed dated August 31, 1951, from Clyde J. Porterfield et ux to William Scarpinato and recorded in Volume 150, Page 464 of Deed Records of Brazos County, Texas.

TRACT 2: 55.445 acres of land, more or less, out of the Francisco Ruiz League, Abstract No. 48, and being the same land described in a Deed dated May 15, 1974, from Dorothy Varisco Donaho et al to Bill Scarpinato and recorded in Volume 327, Page 564 of the Deed Records of Brazos County, Texas.

TRACT 3: 41.6 acres of land, more or less, out of the Francisco Ruiz League, Abstract No. 48, and being the same land described in a Deed dated January 18, 1966, from Mary Kopecky to Bill Scarpinato and recorded in Volume 252, Page 393 of the Deed Records of Brazos County, Texas.

TRACT 4: 13.89 acres of land, more or less, out of the Francisco Ruiz League, Abstract No. 48, and being the same land described in a Deed dated September 19, 1973, from Frances Higgs Campbell to Bill Scarpinato and recorded in Volume 319, Page 750 of the Deed Records of Brazos County, Texas.

SIGNED FOR IDENTIFICATION:

Bill Scarpinato
BILL SCARPINATO

Mary A. Scarpinato
MARY A. SCARPINATO

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED APRIL 5, 1990, BETWEEN BILL SCARPINATO AND WIFE MARY A. SCARPINATO, TO UNION PACIFIC RESOURCES.

Notwithstanding any of the terms and provisions contained in the Oil, Gas and Mineral Lease to which this Exhibit is attached, it is expressly provided between Lessor and Lessee that:

XII.

Accounting and payment to Lessors of royalties from the production of oil and gas from any well shall commence no later than ninety (90) days after the first sale of production. Thereafter, all payments of royalties shall be made no later thirty (30) days following the calendar month in which the production occurs. Unless otherwise herein expressly provided, any royalties or other payments provided for in this Lease which are suspended or not paid to Lessors within the time period specified therefore shall accrue interest until paid at the greater of (1) rate of twelve percent (12%) per annum or (2) the rate charged on loans to depository institutions by the New York Federal Reserve Bank as provided in Section 91.403(a), Subparagraph J of the Texas Resource Code, but nothing herein contained shall be construed to grant to Lessee the right to delay any payment beyond the time set out herein. Acceptance by Lessors of royalties which are past due shall not act as a waiver or estoppel of their right to receive or recover any and all interest due thereon under the provisions hereof unless the written acceptance or acknowledgment by Lessors to Lessee expressly so provides. Any tender or payment to Lessor of a sum less than the total amount due to Lessor hereunder which is made or intended to be made as an offer of settlement or accord and satisfaction by or on behalf of Lessee must be accompanied by a Notice of Settlement Offer, so denominated and addressed to Lessors. Any such offer of settlement submitted solely by the tender of a check containing language of settlement or accord and satisfaction, unless preceded by such a notice or settlement offer. Lessee shall pay all reasonable attorney's fees incurred by Lessors in connection with any lawsuit in which Lessors are successful in recovering any royalties or interest.

XXIII.

It is understood and expressly agreed that this Lease shall cover only oil and gas, and the associated petroleum liquid or gaseous hydrocarbons necessarily produced from an oil and/or gas well. This Lease does not cover and there is excepted from this Lease and reserved to Lessors, Lessors' heirs, executors, representatives, successors and assigns (1) all coal, lignite, uranium, uranium ores, vanadium, plutonium, sand, gravel, rock, stone, fuller's earth, commercial clays, or other fissionable minerals or materials; (2) all water (except associated with the recovery of the oil or gas covered by this Lease); (3) all sulphur (except that produced in conjunction and associated with oil or gas covered by this Lease); and (4) all other minerals. It is understood and expressly provided that the term "other minerals" whenever or wherever used in this Lease shall not refer to or include any specified in (1) through (4) above.

XIV.

Lessors' royalties shall never bear, either directly or indirectly, any part of the cost or expenses of production, gathering, dehydration, compression, transportation, manufacturing, processing, treating or marketing of the oil or gas, or components thereof or associated minerals from the Leased Land, nor any part of the costs of construction, operation or depreciation of any plant or other facilities or equipment for processing or treating said oil or gas or components thereof or associated minerals produced from the Leased Land or any part thereof.

XV.

Lessee shall not, without the written consent of Lessors, drill any water, supply or disposal well or wells so as to be completed or otherwise located at any depth under any portion of the Leased Land, and Lessee agrees that its activities in the vicinity of the Leased Land shall be conducted in such a manner as to avoid damage to, destruction of, or interference with, any canals, water courses, lakes, tanks, or reservoirs located on or used in connection with the Leased Land or any structures, roads, fences, or other improvements situated on the Leased Land. Lessee further agrees to comply with all governmental statutes, rules and regulations relating to Lessee's activities hereunder, and to indemnify and hold harmless Lessors from any fines or other penalties asserted by any governmental authority having or asserting jurisdiction of said activities of Lessors or of the Leased Land.

XVI.

Regarding the royalties to be paid or delivered by Lessee to Lessors on oil, the royalties shall be one-fifth (1/5th) of all oil produced and saved from the Leased Land, the same to be delivered free of all costs to Lessors in the tanks or pipeline or other delivery point to which Lessee may deliver its oil or, at Lessors' option, which Lessors may exercise from time to time, Lessee shall deliver Lessors' oil to Lessors into tanks or other reciprocals furnished by Lessors or into a pipeline designated by Lessors; all of such oil so delivered to or for the account of Lessor to be separated, treated and otherwise made ready for market by Lessee at no cost to Lessors, and without deduction of any kind or character.

XVII.

Regarding the royalties to be paid or delivered by Lessee to Lessor on gas, including casinghead gas or other gaseous substances produced from said Leased Land, the royalties shall be the market value at the well of one-fifth (1/5th) of the gas sold or used. The market value shall be that at the mouth of the well at the time of extraction or the time of sale, whichever is greater. The term "market value" as used in this Lease, shall be deemed to be the amount received from any sale by the Lessee to a third party under a bona fide arm's length sale purchase contract. The term "third party" shall mean any person, firm or corporation, not a subsidiary or affiliate of the Lessee, with whom Lessee deals in arm's length and with whom Lessee has no contract or other arrangement in bargaining an exchange of products or a reciprocal allowance of a discount on such products of a like or similar nature, quality and grade, which arrangement would deny the Lessors the benefit of the full and true market price.

XVIII.

Whenever and wherever the fraction one-eighth (1/8th) appears in the Lease, the fraction one-fifth (1/5th) shall be substituted therefor.

XIX.

Anything to the contrary notwithstanding, it is provided that if any portion of the Leased Land held hereunder should be unitized with other lands, then unit drilling or reworking operations on or unit production from any unit shall only maintain this Lease as to the land included in such unit. It is further agreed that: If, at the end of the primary term hereof, a part, but not all, of the Leased Land is included within a production unit or units, then this Lease shall terminate as to such part or parts of the Leased Land (tracts or portions of tracts) lying outside of such unit or units, unless this Lease is perpetuated as to such land outside of such unit or units by operations being conducted thereon in accordance with the provisions hereof. If during the primary term hereof, a part, but not all, of the Leased Land is included within a production unit or units, in accordance with the provisions of this lease, then this lease shall terminate as to such part, or parts, of the Leased Land (tracts or portions of tracts) not included within such a unit or units, unless Lessee pays or tenders delay rentals on the number of acres of the Leased Land outside of such unit or units, in accordance with the provisions hereof, or unless Lessee is relieved from such tender or payment in accordance with the provisions of this Lease by virtue of drilling operations being conducted upon such land or lands, outside such unit or units.

XX.

Upon the expiration of the primary term, or any extension thereof under the other provisions of this Lease, if this Lease be then in force and effect, notwithstanding any other provisions hereof, this Lease shall terminate as to all depths more than one-hundred (100) feet below the deepest depth drilled by Lessee on the herein Leased Land.

XXI.

Lessee herein agrees to place within a production unit for any well or wells drilled on any of the four tracts of the Leased Land, all the acreage from the tract of the Leased Land, where the well or wells were drilled and not to pool ^{the same} with any other lands outside of the Leased Land without first including all acreage within that tract drilled upon to make the unit. Lessee shall pool or unitize all of the acreage within any of the tracts of the Leased Land and Lessee shall not have the right to pool or unitize only a portion of any of the tracts of the Leased Land with any other land, outside the Leased Land or lease or leases where a producing well is located without obtaining the advance written approval of Lessor.

XXII.

Lessee shall pay Lessor for all damages to growing crops, livestock, timber, surface buildings, water wells, personal property and surface improvements on the Leased Land resulting from Lessee's operations hereunder, and further agrees that within a reasonable time after completion or abandonment of any well drilled on the Land, Lessee shall

fill and level all pits and other excavations not required for production, fencing those that must remain open, and restore the surface of the ground to as near its original condition as is practical. Lessee will restrict its operations to the minimum area necessary and will take all reasonable steps to make the appearance of the production equipment compatible with that of the surrounding area. Lessee further agrees to consult with Lessor/^{or} to building any ~~road~~ ^{B.S.} road on the Leased Land with regard to the location of such road or roads as well as any pipelines and obtain Lessor's written consent, which shall not be unreasonably withheld.

XXIII.

Notwithstanding any provisions hereof to the contrary, it is expressly agreed and understood that Lessee's right to maintain this lease in force after the primary term by shut-in royalty shall not continue for any more than a cumulative shut-in period of no more than one year.

XXIV.

Lessee agrees to indemnify and save harmless Lessor from and against all claims of whatever nature for personal injury or property damage arising from any act, omission or negligence of Lessee, or Lessee's contractors, licenses, agents, servants, or employees whether occurring on the demised premises, or otherwise. This indemnity and hold harmless agreement shall include indemnity against all ^{B.S.} reasonable costs, expenses, and liabilities in or in connection with any such claim or proceeding brought thereon and the defense thereof. Lessee's insurance policies shall contain a clause whereby the insuring company waives any right of subrogation it may have against Lessor, its agents or employees.

XXV.

For purposes of calculation of the number of surface acres covered by this Lease in connection with pooling, there shall be included one-half (1/2) of all acreage within any publicly dedicated street or road right-of-way abutting the Leased Land wherein the oil and gas is not owned by the governmental authority.

SIGNED FOR IDENTIFICATION:

Bill Scarpinato
BILL SCARPINATO

Mary A. Scarpinato
MARY A. SCARPINATO

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 22nd day of May, 1990, between:

William A. Stasny, Jr., dealing in his sole and separate property

Lessor (whether one or more), whose address is: 2303 Devonshire, Bryan, Texas 77802
and Union Pacific Resources Company, P.O. Box 7, Fort Worth, Texas 76101-0007 Lessee, WITNESSETH:

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

10.4 acres of land, more or less, located in the T. Henry Survey, A-128, Brazos County, Texas, and being more particularly described in that certain Gift Deed dated March 3, 1989, from Victoria Kopecky Stasny to William A. Stasny, Jr., and recorded in Volume 1105, Page 230 of the Deed Records of Brazos County, Texas.

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

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus, delay rental or other payment hereunder, said land shall be deemed to contain 10.4 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed

to be the true acreage thereof. Lessor accepts the bonus and agrees to accept the delay rental as lump sum consideration for this lease and all rights and options hereunder three (3) years, unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of ~~XXXX~~ years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

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

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

5. If operations are not conducted on said land on or before the first anniversary date hereof, this lease shall terminate as to both parties, unless lessee on or before said date shall, subject to the further provisions hereof, pay or tender to lessor or to lessor's credit in the

First National Bank at Bryan, Texas

or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of \$ 104.00 which shall operate as delay rental and cover the privilege of deferring operations for one year from said date. In like manner and upon like payments or tenders, operations may be further deferred for like periods of one year each during the primary term. If at any time that lessee pays or tenders delay rental, royalties, or other moneys, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such rental, royalties, or other moneys, in the manner herein specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to lessor or to a depository bank on or before the last date for payment. Said delay rental shall be apportionable as to said land on an acreage basis, and a failure to make proper payment or tender of delay rental as to any portion of said land or as to any interest therein shall not affect this lease as to any portion of said land or as to any interest therein as to which proper payment or tender is made. Any payment or tender which is made in an attempt to make proper payment, but which is erroneous in whole or in part as to parties, amounts, or depository shall nevertheless be sufficient to prevent termination of this lease and to extend the time within which operations may be conducted in the same manner as though a proper payment had been made; provided, however, lessee shall correct such error within thirty (30) days after lessee has received written notice thereof from lessor. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest. If this lease is so released as to all minerals and horizons under a portion of said land, the delay rental and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the acreage released bears to the acreage which was covered by this lease immediately prior to such release.

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



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

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

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

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

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

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

William A. Stasny, Jr.
William A. Stasny, Jr., dealing in his sole and separate property

SS# [REDACTED]

LESSOR

SS OR TAX I.D. NO.

LESSOR

SS OR TAX I.D. NO.

ACKNOWLEDGEMENT

STATE OF Texas
COUNTY OF Brazos

This instrument was acknowledged before me on the 22 nd day of May, 19 90, by William A. Stasny, Jr.

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

Notary's commission expires:



ACKNOWLEDGEMENT

STATE OF
COUNTY OF

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

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

Notary's commission expires:

CORPORATE ACKNOWLEDGEMENT

STATE OF
COUNTY OF

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

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

Notary's commission expires:

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Producers 88 (7/89)
with 640 Acres Pooling Provision

No. _____

Oil, Gas and Mineral Lease

FROM

TO

Dated _____ 19 _____

No. Acres _____ County _____

Term _____

This instrument was filed for record on the _____

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

POUND PRINTING & STATIONERY COMPANY
2325 Faison, Houston, Texas 77002 (713) 659-3198

453868

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 30th day of August 19 90, between

Lee Roy Hejl and wife, Willie Mae Hejl

Lessor (whether one or more), whose address is: Route 5, Box 375, Bryan, Texas 77803
and Union Pacific Resources Company, P.O. Box 7, Ft. Worth, TX 76101-0007, Lessee, WITNESSETH:

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

12.94 acres of land, more or less, located in the T. Henry Survey, A-129, Brazos County, Texas, and being more particularly described in that certain Warranty Deed dated April 8, 1966, from Edwin Cajka et al to Lee Roy Hejl et ux and recorded in Volume 255, Page 34 of the Deed Records of Brazos County, Texas.

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

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 12.94 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder. **three (3)**

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 99 (99) years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the First National Bank

at Bryan, Texas, 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 such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered 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 owner or owners of this lease, severally as to acreage owned by each.

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

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

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

LDS

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

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

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

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

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

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

Lee Roy Hejl
Lee Roy Hejl SS# [REDACTED]

Willie Mae Hejl
Willie Mae Hejl SS# [REDACTED]

LESSOR SS. OR TAX I.D. NO.

LESSOR SS. OR TAX I.D. NO.

ACKNOWLEDGEMENT

STATE OF Texas
COUNTY OF Brazos

This instrument was acknowledged before me on the 30th day of August, 1990, by Lee Roy Hejl and wife, Willie Mae Hejl

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



ACKNOWLEDGEMENT

STATE OF
COUNTY OF

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

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

CORPORATE ACKNOWLEDGEMENT

STATE OF
COUNTY OF

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

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

9

Producers 88 (7/89) - Paid Up with 640 Acres Pooling Provision

No. _____
Oil, Gas and Mineral Lease
FROM _____
TO _____

Dated _____, 19____
No. Acres _____ County _____
Term _____
This instrument was filed for record on the _____ 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:
Union Pacific Resources Co.
Attn: Land Administration
P.O. Box 7, MS 3300
Fort Worth, TX 76101-0007
2325 Farris, Houston, Texas 77062 (713) 659-3129

M. 95758 (8)
Allyl bases



Texas General Land Office
Garry Mauro, Commissioner

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

April 21, 1995

Union Pacific Resources
P.O. Box 7
Fort Worth, Tx. 76101-0007

Re: Mineral File No. M-095758
Property # 044242

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



Union Pacific Resources

A Subsidiary of Union Pacific Corporation

M-95758
DATE: 11/16/94

DIVISION ORDER

ME

PROPERTY NUMBER: 044242 PRODUCT(S):GAS

PROPERTY NAME: JONES-SCARPINATO UNIT #1

COUNTY/PARISH: BRAZOS

OPERATOR: UNION PACIFIC RESOURCES

STATE: TEXAS

LEGAL DESCRIPTION: F. RUIZ SURVEY.

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 MARCH 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	0.001925

INTEREST TYPE LEGEND:

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

UNION PACIFIC RESOURCES COMPANY

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

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



Union Pacific Resources

A Subsidiary of Union Pacific Corporation

DIVISION ORDER

DATE: 11/16/94

ME

PROPERTY NUMBER: 044242 PRODUCT(S):GAS

F

PROPERTY NAME: JONES-SCARPINATO UNIT #1

COUNTY/PARISH: BRAZOS

OPERATOR: UNION PACIFIC RESOURCES

STATE: TEXAS

LEGAL DESCRIPTION: F. RUIZ SURVEY.

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

005772101001

200

THIS IS YOUR COPY. PLEASE RETAIN FOR YOUR RECORDS.

IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT.

FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR

CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO

UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993.

THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF MARCH 1994.

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

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	0.001925
0253002 01	001	ROBERT LEE ALLEN	RI	0.000855
2120067 01	001	INEZ HIGGS LUTHER	RI	0.000354
2126613 01	001	W. O. LIGHTSEY	RI	0.023584
2249190 01	001	WILLIAM A. STASNY JR.	RI	0.002542
2273767 01	001	BERT WHEELER, INC	RI	0.004090

INTEREST TYPE LEGEND:

WI - WORKING INTEREST
PP - PRODUCTION PAYMENT

OR - OVERRIDING ROYALTY
TP - TOTAL PRODUCTION

RI - ROYALTY INTEREST

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.
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8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.
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OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2316583 01	001	SADDIE MAE JONES	RI	0.001082
2322299 01	001	CAROLYN ALLEN	RI	0.000086
2342871 01	001	LUCY MERKA-ESTATE	RI	0.000126
2350246 01	001	ALBERT H. MERKA JR.	RI	0.000126
2360970 01	001	WILLIAM E KUTZSCHBACH/TRUST	RI	0.001163
2360982 01	001	RUTH D KUTZSCHBACH	RI	0.001163
2360994 01	001	GEORGE F KUTZSCHBACH	RI	0.002326
2363292 01	001	ANN WEHRMAN AYERS	RI	0.004489
2363311 01	001	MARJORIE ANN STOUFFLET BROOKS	RI	0.000118
2363323 01	001	EARL JOSEPH STOUFFLET	RI	0.000118
2363347 01	001	PATRICIA ANN JONES	RI	0.000039
2363373 01	001	STEPHEN RAY MCLAMB	RI	0.000039
2370711 01	001	GULF ROYALTY/COMPANY	RI	0.000130
2370711 01	002	GULF ROYALTY/COMPANY	RI	0.000631
2370711 01	003	GULF ROYALTY/COMPANY	RI	0.000125
2370711 01	004	GULF ROYALTY/COMPANY	RI	0.000376
2370711 01	005	GULF ROYALTY/COMPANY	RI	0.001079
2372713 01	001	MORRIS B LIMERICK	RI	0.000580
2372775 01	001	PAULA ISOM AND CHARLES ISOM	RI	0.001817
2372787 01	001	JOHNNIE MAE RICE	RI	0.001254
2372868 01	001	BETTY MERKA PRATT	RI	0.000126
2372882 01	001	VEOMA MERKA MCDOWELL	RI	0.000126
2372901 01	001	ROSA MERKA CONWAY	RI	0.000126
2372925 01	001	WALTER MERKA JR AND BOBBY MERKA	RI	0.000126

INTEREST TYPE LEGEND:

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

UNION PACIFIC RESOURCES COMPANY

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

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



OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2372937 01	001	JAMES M ALLEN JR AND OSBY J ALLEN	RI	0.007530
2372949 01	001	JESSE L CASHAW	RI	0.000207
2372951 01	001	ESTA RAY CASHAW/ESTATE	RI	0.000621
2372963 01	001	LYNETTE CASHAW	RI	0.000621
2372975 01	001	ELNORA M CASHAW	RI	0.000000
2372999 01	001	CLEOLA CASHAW MORRIS	RI	0.000207
2373007 01	001	IKIE MAE CASHAW COOPER	RI	0.000207
2373019 01	001	CAROLYN CASHAW	RI	0.000069
2373021 01	001	BRANDELL CASHAW WILLIAMS	RI	0.000069
2373033 01	001	PATRICIA CASHAW BERRY	RI	0.000069
2373045 01	001	HELEN JEAN DAVIS CASHAW	RI	0.000000
2373057 01	001	LONDELL CASHAW	RI	0.000207
2373069 01	001	LOUETTA CASHAW	RI	0.000207
2373071 01	001	ESTENE CASHAW PAULK	RI	0.000207
2373083 01	001	JAMES O CASHAW	RI	0.000207
2373095 01	001	CHARLES CASHAW	RI	0.000207
2373102 01	001	LORENZA CASHAW	RI	0.000207
2373114 01	001	TRAVIS O GARDNER AND VICTORIA COLLIER GARDNER	RI	0.002163
2373126 01	001	WILLIE LEE JONES	RI	0.001082
2373138 01	001	BESSIE JONES EWING	RI	0.001082
2373140 01	001	J D JONES	RI	0.001082
2373152 01	001	MAJOR MCBRIDE	RI	0.000170
2373152 01	002	MAJOR MCBRIDE	RI	0.000083

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).
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OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2373164	01 001	DOROTHY MURKLEDOVE	RI	0.000083
2373176	01 001	CARL HENDERSON	RI	0.000042
2373188	01 001	KIRBY HAMPTON	RI	0.000042
2373190	01 001	DOCK HENDERSON JR	RI	0.000083
2373207	01 001	WILLIE ALFRED HENDERSON	RI	0.000083
2373219	01 001	GLADYS JOAN BENTON	RI	0.000083
2373221	01 001	GLORIA DEAN LOVE	RI	0.000083
2373233	01 001	WILLIE LEE HENDERSON	RI	0.000083
2373245	01 001	CURTIS JAMES HENDERSON	RI	0.000083
2373257	01 001	J C HENDERSON	RI	0.000083
2373269	01 001	JEARLENE LILLIAN SMITH	RI	0.000083
2373271	01 001	JOYCE MARIE HENDERSON	RI	0.000083
2373283	01 001	HENRIETTA HENDERSON	RI	0.000083
2373295	01 001	ANN SELLS	RI	0.002285
2373302	01 001	QUINCY LEE ALLEN	RI	0.000086
2373314	01 001	RUBY LEE ALLEN	RI	0.007691
2373326	01 001	LOLA CHEVETTE ALLEN	RI	0.000512
2373338	01 001	GUILDA FAYE ALLEN	RI	0.000086
2373340	01 001	HINDA RENEE FINCH	RI	0.000086
2373352	01 001	ROGER EUGENE ALLEN	RI	0.000086
2373364	01 001	JOHNNY ALLEN	RI	0.000086
2373364	01 002	JOHNNY ALLEN	RI	0.000746
2373376	01 001	KALUA J ALLEN	RI	0.000086
2373388	01 001	AKIKO ALLEN	RI	0.000000

INTEREST TYPE LEGEND:

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UNION PACIFIC RESOURCES COMPANY

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

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2373390 01	001	RUBY LEE ALLEN III	RI	0.000086
2373407 01	001	LEE T ALLEN	RI	0.000086
2373419 01	001	WILLIAM H ALLEN	RI	0.000855
2373421 01	001	CAROLYN PRESLEY	RI	0.000855
2373433 01	001	RUBY J ALLEN HAMMONDS	RI	0.000855
2373445 01	001	SYLVIA ALLEN POUNCY	RI	0.000855
2373457 01	001	LUCILLE ALLEN LANE	RI	0.000855
2373469 01	001	ANNIE A ROBINSON	RI	0.000855
2373471 01	001	BOBBY LEE LANE	RI	0.000855
2373483 01	001	JOHN FUCHS AND NANCY FUCHS	RI	0.001650
2373495 01	001	LEE ROY HEJL AND MAE HEJL	RI	0.002023
2373502 01	001	FRIEDA CAJKA	RI	0.000000
2373514 01	001	MARSHA KAYE RESTMEYER	RI	0.002023
2373526 01	001	JOANN GREGG	RI	0.001272
2373538 01	001	STEPHANIE GAY MCLAMB	RI	0.000039
2374072 01	001	ANNIE KOPECKY HIGGS/ESTATE	RI	0.000636
2374084 01	001	CHARLES J GARDNER	RI	0.010661
2374084 01	002	CHARLES J GARDNER	RI	0.010134
2374096 01	001	BILL SCARPINATO	RI	0.017463
2374103 01	001	JOE RAY HAVEL	RI	0.001272
2374103 01	002	JOE RAY HAVEL	RI	0.007590
2374115 01	001	VERA LEOLA ALLEN BRADFORD AND DONALD R BRADFORD	RI	0.000906
2374127 01	001	BIRDELL ELIZABETH ALLEN COOPER AND WILMER COOPER	RI	0.001176

INTEREST TYPE LEGEND:

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UNION PACIFIC RESOURCES COMPANY

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

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2374139 01	001	JAMES M ALLEN AND WILLIE MAE ALLEN	RI	0.003016
2374141 01	001	HENRY L ALLEN AND JOYCE M ALLEN	RI	0.002693
2374153 01	001	WILLIE EARL ALLEN	RI	0.001074
2374165 01	001	MOSE JONES/ESTATE	RI	0.003762
2374177 01	001	ERIE KNOX	RI	0.000689
2374189 01	001	CURTIS TAYLOR AND DESSIE L TAYLOR	RI	0.001269
2374191 01	001	ETHEL JONES MARTIN	RI	0.000887
2374246 01	001	HATTIE BANKS MCGOWN	RI	0.000039
2374258 01	001	BRENDA BANKS	RI	0.000019
2374260 01	001	HERSIE LEON BANKS	RI	0.000019
2374272 01	001	LEO DANIEL BANKS	RI	0.000039
2374284 01	001	ROBERT BANKS JR	RI	0.000042
2374296 01	001	ANNIE MAE BANKS	RI	0.000000
2374303 01	001	VERA M BANKS SLOAN	RI	0.000039
2374315 01	001	LUCILLE C BANKS BEAL	RI	0.000039
2374327 01	001	WILEY L BANKS	RI	0.000039
2374339 01	001	THELMA BANKS BROOKS	RI	0.000039
2374341 01	001	ZENOBLA BANKS SMITH	RI	0.000039
2374353 01	001	MOUNT TIVER CEMETARY ASSOC	RI	0.000328
2374365 01	001	TIM SWARTHOUT	RI	0.010202
2374377 01	001	WILLIAM E KUTZSCHBACH JR	RI	0.002326
2374389 01	001	SANFORD JOHNSON	RI	0.005559
2374391 01	001	HOMER L RICE	RI	0.015961

INTEREST TYPE LEGEND:

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UNION PACIFIC RESOURCES COMPANY

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

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Union Pacific Resources

A Subsidiary of Union Pacific Corporation

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2374408 01	001	JODIE RAYMOND RICE	RI	0.000324
2374410 01	001	KENNETH RICE	RI	0.000162
2374422 01	001	RAMONA E RICE	RI	0.000162
1536001 01	001	UNION PACIFIC RESOURCES CO.	WI	0.700000
1536001 01	002	UNION PACIFIC RESOURCES CO.	WI	0.108259



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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: 044242 PRODUCT(S): CRUDE OIL
 B
 PROPERTY NAME: JONES-SCARPINATO UNIT #1 COUNTY/PARISH: BRAZOS
 OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS
 LEGAL DESCRIPTION: F. RUIZ SURVEY.

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

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

OWNER SIGNATURE(S)/CORPORATE TITLE _____ SIGNATURE OF WITNESS #1 _____
 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	0.001925

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.
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Union Pacific Resources

A Subsidiary of Union Pacific Corporation

DIVISION ORDER

DATE: 11/16/94

ME

PROPERTY NUMBER: 044242 PRODUCT(S): CRUDE OIL

PROPERTY NAME: JONES-SCARPINATO UNIT #1

COUNTY/PARISH: BRAZOS

OPERATOR: UNION PACIFIC RESOURCES

STATE: TEXAS

LEGAL DESCRIPTION: F. RUIZ SURVEY.

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

005772101001

100

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

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

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	0.001925
0253002	01 001	ROBERT LEE ALLEN	RI	0.000855
2120067	01 001	INEZ HIGGS LUTHER	RI	0.000354
2126613	01 001	W. O. LIGHTSEY	RI	0.023584
2249190	01 001	WILLIAM A. STASNY JR.	RI	0.002542
2273767	01 001	BERT WHEELER, INC	RI	0.004090

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.
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OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2316583 01	001	SADDIE MAE JONES	RI	0.001082
2322299 01	001	CAROLYN ALLEN	RI	0.000086
2342871 01	001	LUCY MERKA-ESTATE	RI	0.000126
2350246 01	001	ALBERT H. MERKA JR.	RI	0.000126
2360970 01	001	WILLIAM E KUTZSCHBACH/TRUST	RI	0.001163
2360982 01	001	RUTH D KUTZSCHBACH	RI	0.001163
2360994 01	001	GEORGE F KUTZSCHBACH	RI	0.002326
2363292 01	001	ANN WEHRMAN AYERS	RI	0.004489
2363311 01	001	MARJORIE ANN STOUFFLET BROOKS	RI	0.000118
2363323 01	001	EARL JOSEPH STOUFFLET	RI	0.000118
2363347 01	001	PATRICIA ANN JONES	RI	0.000039
2363373 01	001	STEPHEN RAY MCLAMB	RI	0.000039
2370711 01	001	GULF ROYALTY/COMPANY	RI	0.001079
2370711 01	002	GULF ROYALTY/COMPANY	RI	0.000631
2370711 01	003	GULF ROYALTY/COMPANY	RI	0.000125
2370711 01	004	GULF ROYALTY/COMPANY	RI	0.000376
2370711 01	005	GULF ROYALTY/COMPANY	RI	0.000130
2372713 01	001	MORRIS B LIMERICK	RI	0.000580
2372775 01	001	PAULA ISOM AND CHARLES ISOM	RI	0.001817
2372787 01	001	JOHNNIE MAE RICE	RI	0.001254
2372868 01	001	BETTY MERKA PRATT	RI	0.000126
2372882 01	001	VEOMA MERKA MCDOWELL	RI	0.000126
2372901 01	001	ROSA MERKA CONWAY	RI	0.000126
2372925 01	001	WALTER MERKA JR AND BOBBY MERKA	RI	0.000126

INTEREST TYPE LEGEND:

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

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

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Union Pacific Resources

A Subsidiary of Union Pacific Corporation

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2372937 01	001	JAMES M ALLEN JR AND OSBY J ALLEN	RI	0.007530
2372949 01	001	JESSE L CASHAW	RI	0.000207
2372951 01	001	ESTA RAY CASHAW/ESTATE	RI	0.000621
2372963 01	001	LYNETTE CASHAW	RI	0.000621
2372975 01	001	ELNORA M CASHAW	RI	0.000000
2372999 01	001	CLEOLA CASHAW MORRIS	RI	0.000207
2373007 01	001	IKIE MAE CASHAW COOPER	RI	0.000207
2373019 01	001	CAROLYN CASHAW	RI	0.000069
2373021 01	001	BRANDELL CASHAW WILLIAMS	RI	0.000069
2373033 01	001	PATRICIA CASHAW BERRY	RI	0.000069
2373045 01	001	HELEN JEAN DAVIS CASHAW	RI	0.000000
2373057 01	001	LONDELL CASHAW	RI	0.000207
2373069 01	001	LOUETTA CASHAW	RI	0.000207
2373071 01	001	ESTENE CASHAW PAULK	RI	0.000207
2373083 01	001	JAMES O CASHAW	RI	0.000207
2373095 01	001	CHARLES CASHAW	RI	0.000207
2373102 01	001	LORENZA CASHAW	RI	0.000207
2373114 01	001	TRAVIS O GARDNER AND VICTORIA COLLIER GARDNER	RI	0.002163
2373126 01	001	WILLIE LEE JONES	RI	0.001082
2373138 01	001	BESSIE JONES EWING	RI	0.001082
2373140 01	001	J D JONES	RI	0.001082
2373152 01	001	MAJOR MCBRIDE	RI	0.000170
2373152 01	002	MAJOR MCBRIDE	RI	0.000083

INTEREST TYPE LEGEND:

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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
2373164	01 001	DOROTHY MURKLEDOVE	RI	0.000083
2373176	01 001	CARL HENDERSON	RI	0.000042
2373188	01 001	KIRBY HAMPTON	RI	0.000042
2373190	01 001	DOCK HENDERSON JR	RI	0.000083
2373207	01 001	WILLIE ALFRED HENDERSON	RI	0.000083
2373219	01 001	GLADYS JOAN BENTON	RI	0.000083
2373221	01 001	GLORIA DEAN LOVE	RI	0.000083
2373233	01 001	WILLIE LEE HENDERSON	RI	0.000083
2373245	01 001	CURTIS JAMES HENDERSON	RI	0.000083
2373257	01 001	J C HENDERSON	RI	0.000083
2373269	01 001	JEARLENE LILLIAN SMITH	RI	0.000083
2373271	01 001	JOYCE MARIE HENDERSON	RI	0.000083
2373283	01 001	HENRIETTA HENDERSON	RI	0.000083
2373295	01 001	ANN SELLS	RI	0.002285
2373302	01 001	QUINCY LEE ALLEN	RI	0.000086
2373314	01 001	RUBY LEE ALLEN	RI	0.007691
2373326	01 001	LOLA CHEVETTE ALLEN	RI	0.000512
2373338	01 001	GUILDA FAYE ALLEN	RI	0.000086
2373340	01 001	HINDA RENEE FINCH	RI	0.000086
2373352	01 001	ROGER EUGENE ALLEN	RI	0.000086
2373364	01 001	JOHNNY ALLEN	RI	0.000086
2373364	01 002	JOHNNY ALLEN	RI	0.000746
2373376	01 001	KALUA J ALLEN	RI	0.000086
2373388	01 001	AKIKO ALLEN	RI	0.000000

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.
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OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2373390 01	001	RUBY LEE ALLEN III	RI	0.000086
2373407 01	001	LEE T ALLEN	RI	0.000086
2373419 01	001	WILLIAM H ALLEN	RI	0.000855
2373421 01	001	CAROLYN PRESLEY	RI	0.000855
2373433 01	001	RUBY J ALLEN HAMMONDS	RI	0.000855
2373445 01	001	SYLVIA ALLEN POUNCY	RI	0.000855
2373457 01	001	LUCILLE ALLEN LANE	RI	0.000855
2373469 01	001	ANNIE A ROBINSON	RI	0.000855
2373471 01	001	BOBBY LEE LANE	RI	0.000855
2373483 01	001	JOHN FUCHS AND NANCY FUCHS	RI	0.001650
2373495 01	001	LEE ROY HEJL AND MAE HEJL	RI	0.002023
2373502 01	001	FRIEDA CAJKA	RI	0.000000
2373514 01	001	MARSHA KAYE RESTMEYER	RI	0.002023
2373526 01	001	JOANN GREGG	RI	0.001272
2373538 01	001	STEPHANIE GAY MCLAMB	RI	0.000039
2374072 01	001	ANNIE KOPECKY HIGGS/ESTATE	RI	0.000636
2374084 01	001	CHARLES J GARDNER	RI	0.010661
2374084 01	002	CHARLES J GARDNER	RI	0.010134
2374096 01	001	BILL SCARPINATO	RI	0.017463
2374103 01	001	JOE RAY HAVEL	RI	0.001272
2374103 01	002	JOE RAY HAVEL	RI	0.007590
2374115 01	001	VERA LEOLA ALLEN BRADFORD AND DONALD R BRADFORD	RI	0.000906
2374127 01	001	BIRDELL ELIZABETH ALLEN COOPER AND WILMER COOPER	RI	0.001176

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.
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2374139 01	001	JAMES M ALLEN AND WILLIE MAE ALLEN	RI	0.003016
2374141 01	001	HENRY L ALLEN AND JOYCE M ALLEN	RI	0.002693
2374153 01	001	WILLIE EARL ALLEN	RI	0.001074
2374165 01	001	MOSE JONES/ESTATE	RI	0.003762
2374177 01	001	ERIE KNOX	RI	0.000689
2374189 01	001	CURTIS TAYLOR AND DESSIE L TAYLOR	RI	0.001269
2374191 01	001	ETHEL JONES MARTIN	RI	0.000887
2374246 01	001	HATTIE BANKS MCGOWN	RI	0.000039
2374258 01	001	BRENDA BANKS	RI	0.000019
2374260 01	001	HERSIE LEON BANKS	RI	0.000019
2374272 01	001	LEO DANIEL BANKS	RI	0.000039
2374284 01	001	ROBERT BANKS JR	RI	0.000042
2374296 01	001	ANNIE MAE BANKS	RI	0.000000
2374303 01	001	VERA M BANKS SLOAN	RI	0.000039
2374315 01	001	LUCILLE C BANKS BEAL	RI	0.000039
2374327 01	001	WILEY L BANKS	RI	0.000039
2374339 01	001	THELMA BANKS BROOKS	RI	0.000039
2374341 01	001	ZENOBLA BANKS SMITH	RI	0.000039
2374353 01	001	MOUNT TIVER CEMETARY ASSOC	RI	0.000328
2374365 01	001	TIM SWARTHOUT	RI	0.010202
2374377 01	001	WILLIAM E KUTZSCHBACH JR	RI	0.002326
2374389 01	001	SANFORD JOHNSON	RI	0.005559
2374391 01	001	HOMER L RICE	RI	0.015961

INTEREST TYPE LEGEND:

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

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

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.
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Union Pacific Resources

A Subsidiary of Union Pacific Corporation

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2374408 01	001	JODIE RAYMOND RICE	RI	0.000324
2374410 01	001	KENNETH RICE	RI	0.000162
2374422 01	001	RAMONA E RICE	RI	0.000162
1536001 01	001	UNION PACIFIC RESOURCES CO.	WI	0.700000
1536001 01	002	UNION PACIFIC RESOURCES CO.	WI	0.108259



INTEREST TYPE LEGEND:

WI - WORKING INTEREST
PP - PRODUCTION PAYMENT

OR - OVERRIDING ROYALTY
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RI - ROYALTY INTEREST

UNION PACIFIC RESOURCES COMPANY

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

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

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.

**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

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

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

OWNER NAME

TAX I.D. NO.: 99-9999999

1 PROPERTY NUMBER	2 PROD. DATE	3 PROD. CODE	4 INT. TYP	5 OWNER DECIMAL	6 COMPUTED DECIMAL	7 QUANTITY	8 PRICE	9 GROSS VALUE	10 TAXES/ADJUSTMENT	11 ADJ. CODE	12 NET VALUE PROPERTY	13 NET VALUE OWNER			
012345 PROPERTY OWNER	08/93 08/93	100 100	MC WI	GRUDER-ANDERSON #1 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	100 100	MC OR	GRUDER-ANDERSON #2 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		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			
14 OWNER NUMBER 1234567-01											15 CHECK NUMBER 03666841	16 DATE 09/25/93	17 PAGE 001	18 CHECK AMOUNT 535.76	19 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. 95758
Division Order
File Dated APR 24 1995

9

DO NOT DESTROY

GLO-36-10-84

-MEMO-

Operator UPRC

Unit Name Jones-Scarpinato

County Brazos & Robertson

Effective Date 10-27-94

Unitized for: Oil Gas Oil & Gas

1. M.F. No. 095758

Area COUNTY RD ROW Tr. 40

Sec. Blk. Survey

$$\begin{array}{r}
 6.41 \\
 \hline
 665.98 \times \frac{1}{5} = .1925 \quad \% \\
 \hline
 .009624 \cdot .20000 \quad \cdot .001925
 \end{array}$$

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: Kepl 9/25/00 ms.

FILED FOR RECORD
COUNTY COURT
ROBERTSON COUNTY, TX

CORRECTION TO DESIGNATION OF UNIT 9, NOV - 7 PM 4:31

94 NOV - 9 AM 10:40

JONES-SCARPINATO UNIT NO. 1

CLERK
Brazos County Court House
TARRANT, TEXAS
BY Chris Dowling
DEPUTY

STATE OF TEXAS

Mary B. Reagan

COUNTIES OF BRAZOS AND ROBERTSON

MARY B. REAGAN, COUNTY CLERK

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument entitled "Designation of Unit - Jones-Scarpinato Unit No. 1" executed as of February 17, 1994, and recorded in Volume 2040, at Page 106, of Oil and Gas Lease Records of Brazos County, Texas, and in Volume 608, at Page 327, of Oil and Gas Lease Records of Robertson County, Texas, the undersigned designated 659.57 acres, as more fully described in Exhibit "B" of said Designation, as a unit for the drilling for, development, and production of oil, gas, and liquid hydrocarbons from the Austin Chalk formation, as defined in Exhibit "B" to said Designation; and

WHEREAS, an oil and gas lease was inadvertently omitted from said Designation, and the undersigned desires to amend said Designation to include the additional oil and gas lease and the tract covered thereby;

NOW, THEREFORE, the undersigned, being the owner of the oil and gas mineral estate or the owner of valid and existing oil, gas, and mineral leases, as described on Exhibit "A," attached to and made a part of the Designation of Unit recorded in Volume 2040, at Page 106, of Oil and Gas Lease Records of Brazos County, Texas, and in Volume 608, at Page 327, of Oil and Gas Lease Records of Robertson County, Texas, and as described on Exhibit "A" attached hereto, does hereby correct said Designation of Unit by adding the oil and gas lease described on Exhibit "A" attached hereto and by deleting Exhibits "B" and "C" attached thereto, and substituting therefor the correct Exhibits "B" and "C" attached hereto, reflecting the correct unit to be 665.98 acres.

This Correction shall be effective as of the date of first production from the Unit or any separate tracts within the Unit. Except as herein corrected, the said Designation of Unit shall remain in full force and effect as originally written.

IN WITNESS WHEREOF, this Amendment is executed on this 27th day of October, 1994.

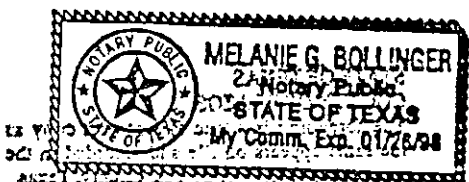
UNION PACIFIC RESOURCES COMPANY

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

FILED
Mgd
gem

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on October 28, 1994, by Carolyn J. David, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.



Melanie G. Bollinger
Signature

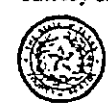
Melanie G. Bollinger
Name (Print)
My commission expires 1-26-98

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STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify, on NOV. 3, 1994
Mary Ann Ward CD
County Clerk
Brazos County, Texas



2004


VOL 622 PAGE 516

**STATE OF TEXAS
COUNTY OF BRAZOS**

The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos, County, Texas.

Thereby certify, on NOV. 7, 1994



Mary Ann Ward 
County Clerk
Brazos County, Texas

Attached to and made a part of that certain "Correction to Designation of Unit"
Jones-Scarpinato Unit #1 dated October 27, 1994.

Jones-Scarpinato Unit Well No. 1
665.98 Acre Unit
Union Pacific Resources Company
Francisco Ruiz Survey, A-48
Wm. Fullerton Survey, A-121
Robert Henry Survey, A-138
T. Henry Survey, A-128
Brazos County &
Robertson County, Texas

Field notes of a 665.98 acre tract or parcel of land, lying and being situated in the Francisco Ruiz Survey, Abstract No. 48, in the Wm. Fullerton Survey, Abstract No. 121, in the Robert Henry Survey, Abstract No. 138 and in the T. Henry Survey, Abstract No. 128, Brazos County & Robertson County, Texas, and consisting of the following tracts:

All of the called 3.00 acre tract described in the deed from Gerald L. Bruce, et ux to Charles Earl Ryan, et ux, as recorded in Volume 493, Page 57, of the Deed Records of Brazos County, Texas;

All of the called 7.086 acre tract described in the deed from Evelyn Cumberland, et vir to Paul Isom, et vir, as recorded in Volume 1131, Page 793, of the Official Records of Brazos County, Texas;

All of the called 30.19 acre - Tract Two described in the Partition Deed to James M. Allen, Jr., and Ann Sells, as recorded in Volume 4, Page 33, of the District Court Records of Brazos County, Texas;

All of the called 5 acre tract described in the deed from Missouri Jones to Johnnie May Rice, as recorded in Volume 275, Page 26, of the Deed Records of Brazos County, Texas;

All of the called 4.8 acre tract described in the deed from Missouri Jones to Effie Cashaw, as recorded in Volume 121, Page 319, of the Deed Records of Brazos County, Texas;

All of the remainder of the called 44.85 acre tract described in the deed from Gertrude Hyman, a widow, et ali to Missouri Jones, a widow, as recorded in Volume 176, Page 352, of the Deed Records of Brazos County, Texas;

All of the called 10.06 acre - Tract One described in the Partition Deed to Ann Sells, as recorded in Volume 4, Page 33, of the District Court Records of Brazos County, Texas;

All of the called 44.85 acre tract described in the deed from Gertrude Hyman, a widow, et ali to Dora Allen, as recorded in Volume 121, Page 75, of the Deed Records of Brazos County, Texas;

All of the called 6.306 acre tract (and ½" of the adjoining right-of-way of Old Mumford Road) described in the deed from John S. Cochran, et ux to John Fuchs, et ux, as recorded in Volume 374, Page 237, of the Deed Records of Brazos County, Texas;

All of the called 12.94 acre tract (and ½" of the adjoining right-of-way of Old Mumford Road and ½ of the adjoining right-of-way of Rye Loop Road) described in the deed from Edwin Cajka, et al to Lee Roy Hejl, et ux, as recorded in Volume 255, Page 34, of the Deed Records of Brazos County, Texas;

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**STATE OF TEXAS
COUNTY OF BRAZOS**

The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify, on NOV 7, 1994



Mary Ann Ward
County Clerk
Brazos County, Texas

Jones-Scarpinato Unit Well No. 1
665.98 Acre Unit
Union Pacific Resources Company
Francisco Ruiz Survey, A-48, etc.
Brazos & Robertson County, Texas
Continued - Page 2

All of the called 10.4 acre tract (and ½ of the adjoining right-of-way of Rye Loop Road) described in the deed from Victoria Kopecky Stasny to William A. Stasny, Jr., as recorded in Volume 1105, Page 230, of the Deed Records of Brazos County, Texas;

All of the called 10.4 acre tract (and ½ of the adjoining right-of-way of Rye Loop Road) described in the deed from John Kopecky, et ali to Ella Ray Kopecky Havel, as recorded in Volume 313, Page 808, of the Deed Records of Brazos County, Texas;

All of the called 10.4 acre tract (and ½ of the adjoining right-of-way of Rye Loop Road) described in the deed from Lottie Kopecky Gardner to Charles J. Gardner, as recorded in Volume 381, Page 280, of the Deed Records of Brazos County, Texas;

All of the called 13.81 acre tract described in the deed from Inez Higgs Luther to Navasota Land and Cattle Company, as recorded in Volume 325, Page 599, of the Deed Records of Brazos County, Texas;

All of the called 13.89 acre tract described in the deed from Frances Higgs Campbell, a widow to Bill Scarpinato, as recorded in Volume 319, Page 750, of the Deed Records of Brazos County, Texas;

All of the called 41.6 acre tract (and ½ of the adjoining right-of-way of Rye Loop Road) described in the deed from Mary Kopecky, a widow to Bill Scarpinato, as recorded in Volume 252, Page 393, of the Deed Records of Brazos County, Texas

All of the called 13.86 acre - Tract 6 described in the deed from Frances Higgs Campbell and Inez Higgs Luther to Lucille Higgs Wehrman, as recorded in Volume 279, Page 357, of the Deed Records of Brazos County, Texas;

All of the called 37.9 acre - First Tract (and ½ of the adjoining right-of-way of Rye Loop Road) and all of the called 2.25 acre - Second Tract (and ½ of the adjoining right-of-way of Rye Loop Road) described in the deed from Annie Kopecky Higgs, et ali to John Kopecky, as recorded in Volume 248, Page 513, of the Deed Records of Brazos County, Texas;

All of the called 10.4 acre tract (and ½ of the adjoining right-of-way of Rye Loop Road) described in the deed from John Kopecky, et ali to John Kopecky, as recorded in Volume 313, Page 826, of the Deed Records of Brazos County, Texas;

All of the called 2.40 acre tract (and ½ of the adjoining right-of-way of Allen Road) described in the deed from Ruby Lee Allen to Johnny Allen, as recorded in Volume 1033, Page 171, of the Official Records of Brazos County, Texas;

All of the called 3.40 acre tract (and ½ of the adjoining right-of-way of Allen Road) described in the deed from James M. Allen, et ali to Vera Leola Allen Green, as recorded in Volume 1109, Page 568, of the Official Records of Brazos County, Texas;

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**STATE OF TEXAS
COUNTY OF BRAZOS**

The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas

Thereby certify, on NOV. 7, 1994



Mary Ann Ward
County Clerk
Brazos County, Texas

Jones-Scarpinato Unit Well No. 1
665.98 Acre Unit
Union Pacific Resources Company
Francisco Ruiz Survey, A-48, etc.
Brazos & Robertson County, Texas
Continued - Page 3

All of the called 4.40 acre tract described in the deed from James M. Allen, et ali to Birdell Elizabeth Allen Cooper, as recorded in Volume 1109, Page 565, of the Official Records of Brazos County, Texas;

All of the called 10.2 acre tract (and $\frac{1}{2}$ of the adjoining right-of-way of Old Mumford Road) described in the deed from Effie Mae Baily, et ali to Ruby Lee Allen, as recorded in Volume 364, Page 135, of the Deed Records of Brazos County, Texas;

All of the called 10.2 acre tract (and $\frac{1}{2}$ of the adjoining right-of-way of Old Mumford Road) (and $\frac{1}{2}$ of the adjoining right-of-way of Allen Road) described in the deed from Effie Mae Baily, et ali to James M. Allen, as recorded in Volume 368, Page 287, of the Deed Records of Brazos County, Texas;

All of the called 0.85 acre tract (and $\frac{1}{2}$ of the adjoining right-of-way of Old Mumford Road) described in the deed from Matt Allen, et ux to James M. Allen and Willie Mae Allen, as recorded in Volume 209, Page 11, of the Deed Records of Brazos County, Texas;

All of the called 10.20 acre tract (and $\frac{1}{2}$ of the adjoining right-of-way of Old Mumford Road) described in the deed from Effie M. Baily to Henry L. Allen, et ux, as recorded in Volume 1057, Page 599, of the Official Records of Brazos County, Texas;

All of the called $4\frac{1}{2}$ acre tract west of Old Mumford Road, described in the deed from Sara Moore to Sim Westbrook, as recorded in Volume 41, Page 23, of the Deed Records of Brazos County, Texas;

All of the called $\frac{1}{2}$ acre tract west of Old Mumford Road described in the deed from Mariah Reed to Sam Westbrook, as recorded in Volume 116, Page 504, of the Deed Records of Brazos County, Texas;

All of the called 4.05 acre tract (and $\frac{1}{2}$ of the adjoining right-of-way of Allen Road) described in the deed from Major McBride to Willie Earl Allen, as recorded in Volume 343, Page 767, of the Deed Records of Brazos County, Texas;

All of the remainder of the called 5 acre tract described in the deed from Lee Kopecky, et ux to James McBride, as recorded in Volume 71, Page 94, of the Deed Records of Brazos County, Texas;

All of the called 5 acre tract described in the deed from Lee Kopecky to Mose Jones, et ux, as recorded in Volume 118, Page 201, of the Deed Records of Brazos County, Texas;

All of the called 5 acre tract described in the deed from J. G. Lightsey to Curtis Taylor, as recorded in Volume 173, Page 105, of the Deed Records of Brazos County, Texas;

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All of the called 5 acre tract described in the deed from Lee Kopecky to Jim Jones, as recorded in Volume 930, Page 09, of the Official Records of Brazos County, Texas;

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STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos, County, Texas.

Thereby certify, on NOV. 7, 1994



Mary Ann Warden CD
County Clerk
Brazos County, Texas

Jones-Scarpinato Unit Well No. 1
665.98 Acre Unit
Union Pacific Resources Company
Francisco Ruiz Survey, A-48, etc.
Brazos & Robertson County, Texas
Continued - Page 4

All of the called 35.33 acre tract and a portion of the adjoining Allen Road described in the deed from Annie Kopecky Higgs, et ali to Lottie Kopecky Gardner, as recorded in Volume 248, Page 489, of the Deed Records of Brazos County, Texas;

That portion of the called 2 acre cemetery tract which is under fence and is known as the Mount Tiver Cemetery, said 2 acre tract being described in Volume "W", Page 272, of the Deed Records of Brazos County, Texas;

All of the called 35.33 acre tract (and ½ of the adjoining Rye Loop Road) described in the deed from Gladys Fickey Kopecky to Tim Swarouth, as recorded in Volume 453, Page 487, of the Deed Records of Brazos County, Texas;

Part of the called 478.69 acre tract described in the deed from Read Wipprecht, et ali to W. E. Kutzschbach and Ruth D. Kutzschbach, as recorded in Volume 167, Page 473, of the Deed Records of Brazos County, Texas;

Part of the called 60.00 acre tract described in the deed from Homer L. Rice to Sanford Johnson, as recorded in Volume 342, Page 31, of the Deed Records of Brazos County, Texas;

All of that certain tract described in the deed from Sanford Johnson to Homer L. Rice, as recorded in Volume 341, Page 825, of the Deed Records of Brazos County, Texas;

All of the called 27½ acre tract described in the deed from Bessie Banks Randle, et ali to W. O. Lightsey, as recorded in Volume 251, Page 318, of the Deed Records of Brazos County, Texas;

All of the called 49½ acre tract described in the deed from J. G. Lightsey, et ux to W. O. Lightsey, as recorded in Volume 244, Page 73, of the Deed Records of Brazos County, Texas;

All of that certain area occupied by W. O. Lightsey bounded as follows: on the northwest by the southeast line of the beforementioned 49½ acre tract, on the northeast by the southwest line of the beforementioned 5 acre tract (71/94), on the southeast by the northwest line of the beforementioned 35.33 acre tract (248/489) and the beforementioned Homer L. Rice tract (341/825) and on the southwest by the most northerly northeast line of the Homer L. Rice tract;

All of the called ¼ acre tract (and ½ of the adjoining right-of-way of Old Mumford Road and part of the right-of-way of Allen Road) described in the deed from Robert Dorsey and Les Davis to Ida Rice, et ali, Trustees, as recorded in Volume 127, Page 455, of the Deed Records of Brazos County, Texas;

And all of the called 6.357 acre lease tract (Old San Antonio Road) described in the Oil & Gas Lease No. M-95758 from the State of Texas to Union Pacific Resources Company, as recorded in Volume 2133, Page 105, of the Official Records of Brazos County, Texas, and said 665.98 acre tract being more particularly described as follows:

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STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos, County, Texas

Thereby certify, on NOV. 7, 1994



Mary Ann Ward
County Clerk
Brazos County, Texas

Jones-Scarpinato Unit Well No. 1
665.98 Acre Unit
Union Pacific Resources Company
Francisco Ruiz Survey, A-48, etc.
Brazos & Robertson County, Texas
Continued - Page 5

BEGINNING at the petrified rock found at a 6" cedar fence post corner marking the west corner of the beforementioned 2.25 acre tract, same being in the most easterly southeast line of the beforementioned 478.69 acre tract;

THENCE N 28° 21' 19" W across the eastern portion of the beforementioned 478.69 acre tract for a distance of 1319.85 feet to a ½" iron rod in a 1" iron pipe found at a 6" creosote post fence corner marking an interior ell corner of the 478.69 acre tract, same being the south corner of the beforementioned 35.33 acre tract (453/487);

THENCE N 26° 52' 05" W along the common line between the beforementioned 35.33 acre tract and the beforementioned 478.69 acre tract, adjacent to a fence, for a distance of 946.98 feet to a 1" iron pipe found at a 6" cedar post fence corner marking the west corner of the 35.33 acre tract in the southeast line of the beforementioned Homer L. Rice tract and same being a north corner of the 478.69 acre tract;

THENCE along the common line between the beforementioned 478.69 acre tract and the beforementioned Homer L. Rice tract and the beforementioned Sanford Johnson - 60 acre tract, adjacent to a fence, as follows:

S 58° 33' 55" W for a distance of 811.11 feet and corner, from which an 8" cedar post fence corner bears S 25° 42' 11" E - 2.9 feet,
N 30° 18' 18" W for a distance of 1080.56 feet and corner, from which a twin 6" hackberry fence angle point bears S 09° 25' 03" E - 23.6 feet,
S 63° 56' 48" W for a distance of 105.56 feet to a 6" creosote post fence corner,
N 30° 34' 21" W at a distance of 257.6 feet, pass the most northerly north corner of the 478.69 acre tract, from which a 6" creosote post fence corner bears southwest - 5.4 feet, continue on across the beforementioned 60.00 acre tract for a distance of 1430.47 feet to the west corner of the beforementioned R. Henry Survey, A-138, from which a crosstie fence corner bears S 21° 30' 25" E - 15.6 feet;

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THENCE N 59° 41' 22" E along the common line between the beforementioned R. Henry Survey, A-138 and the H. Fullerton Survey, A-257, same being the northwest line of the beforementioned 60.00 acre tract, the beforementioned 27½ acre tract, the beforementioned 49½ acre tract and the beforementioned 10.20 acre tract (1057/599), adjacent to, southeast and northwest of a fence, at a distance of 152.68 feet, pass the common corner of the 60 acre tract and the 27½ acre tract, at a distance of 1832.17 feet, pass the common corner of the 27½ acre tract and the beforementioned 49½ acre tract, at a distance of 3615.6 feet, cross the center travelway of Old Mumford Road, continue on for a total distance of 3674.56 feet to the re-established east corner of the 1 acre church tract described in Volume 17, Page 266, of the Deed Records of Brazos County, Texas;

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STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos, County, Texas.

Thereby certify, on NOV. 7, 1994



Mary Ann Wood
County Clerk
Brazos County, Texas

Jones-Scarpinato Unit Well No. 1
665.98 Acre Unit
Union Pacific Resources Company
Francisco Ruiz Survey, A-48, etc.
Brazos & Robertson County, Texas
Continued - Page 6

THENCE N 30° 18' 38" W along the northeast line of the beforementioned 1 acre church tract for a distance of 55.49 feet to the northwest line of the beforementioned 10.20 acre tract (1057/599);

THENCE N 62° 05' 59" E along the northwest line of the beforementioned 10.20 acre tract, adjacent to a fence, for a distance of 712.25 feet to a ½" iron pipe found at a fence corner marking the north corner of the 10.20 acre tract, same being the west corner of the beforementioned 44.85 acre tract (121/76);

THENCE N 64° 40' 46" E along the northwest line of the beforementioned 44.85 acre tract (121/76), adjacent to fence, for a distance of 293.63 feet to the common corner of the 44.85 acre tract and the beforementioned 44.85 acre tract (176/352), from which an axle shaft found bears N 39° 34' 17" E - 46.2 feet;


THENCE N 59° 41' 22" E along the northwest line of the 44.85 acre tract (176/352) and the beforementioned 5 acre tract (275/26), adjacent to a fence, at a distance of 820.77 feet, pass the west corner of the 5 acre tract, continue on for a total distance of 1304.85 feet to the north corner of the 44.85 acre tract and the 5 acre tract, from which a crosstie fence corner bears N 88° 51' 25" W - 21.8 feet;

THENCE S 30° 18' 38" E along the northeast line of the beforementioned 5 acre tract, adjacent to and northeast of a fence, at a distance of 452.17 feet, pass the east corner of the 5 acre tract, continue on along the most northerly northeast line of the beforementioned 44.85 acre tract (176/352) for a distance of 694.44 feet to a 6" cedar post fence corner marking the interior ell corner of the 44.85 acre tract, same being in the northwest line of the beforementioned 4.8 acre tract;

THENCE N 59° 41' 22" E along the northwest line of the 4.8 acre tract adjacent to a fence, for a distance of 832.74 feet to a crosstie fence corner marking the north corner of the 4.8 acre tract and the beforementioned 44.85 acre tract (176/352);

THENCE S 30° 18' 38" E along the northeast line of the beforementioned 4.8 acre tract, and the beforementioned 44.85 acre tract (176/352), adjacent to a fence, at a distance of 200 feet, pass the east corner of the 4.8 acre tract, continue on for a total distance of 522.22 feet to the east corner of the 44.85 acre tract, from which a 2½" iron pipe found bears N 66° 01' 38" W - 5.2 feet;

THENCE S 30° 23' 18" E along the northeast line of the beforementioned 30.19 acre tract and the beforementioned 7.086 acre tract, adjacent to a fence, at a distance of 716.63 feet, pass the north corner of the 7.086 acre tract, continue on for a total distance of 822.27 feet to a ¾" iron rod found marking the south corner of the Tom Peyton - 41 acre tract described in Volume 622 Page 169, of the Deed Records of Brazos County, Texas;


Kling Engineering and Surveying
Bryan, Texas

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VOL 622 PAGE 528

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as
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Thereby certify, on NOV. 7, 1991



Mary Ann Woods
County Clerk
Brazos County, Texas

LIMITED TO THE AUSTIN CHALK FORMATION, as found between 7,032 feet and 7,247 feet, AND FURTHER LIMITED TO THE BUDA FORMATION, as found between 7,713 feet and 7,782 feet, AND FURTHER LIMITED TO THE GEORGETOWN FORMATION, as found between 7,802 feet and 7,990 feet in the Producers Engineering Company Kutzschbach No. 1 Well located 560 feet from the northwest line and 553 feet from the northeast line of the Francisco Ruiz Survey, A-48, Brazos County, Texas.

Continued - Page 7

THENCE S 30° 09' 09" E along the northeast line of the beforementioned Wm. Fullerton, A-121 and the beforementioned T. Henry Survey, A-128 and along the average center of Peyton Road for a distance of 1082.45 feet to the northwest right-of-way line of the Old San Antonio Road (O.S.R.), same being in a curve concave to the southeast, having a radius of 2924.79 feet;

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

Southwesterly along said curve for an arc length of 172.60 feet to the end of this curve, the chord bears S 29° 11' 12" W - 172.58 feet,
S 27° 29' 45" W for a distance of 424.24 feet to a 5" creosote post fence corner at the intersection of the northeasterly line of Old Mumford Road;

THENCE S 67° 00' 53" E across the beforementioned O.S.R. and along the projected northeast line of Old Mumford Road for a distance of 120.37 feet to the southeast right-of-way line of the O.S.R.;

THENCE along the southeast right-of-way line of the O.S.R. as follows:

S 27° 29' 45" W for a distance of 1027.34 feet to the beginning of a curve, concave to the southeast, having a radius of 5669.58 feet,
Southwesterly along said curve for an arc length of 457.41 feet to the southwest line of the beforementioned T. Henry Survey, the chord bears S 25° 11' 02" W - 457.41 feet;

THENCE N 45° 28' 36" W along the common line between the beforementioned T. Henry Survey and the M. Mitchell Survey, Abstract No. 182 for a distance of 64.50 feet to the centerline right-of-way of the O.S.R.;

THENCE along the centerline right-of-way of the O.S.R. as follows:

Southerly along the beforementioned curve having a radius of 5729.58 feet, for an arc length of 160.61 feet to the end of this curve, the chord bears S 22° 18' 25" W - 160.61 feet,
S 21° 30' 14" W for a distance of 1533.65 feet;

THENCE S 70° 17' 09" W along the southeast line of the beforementioned 13.86 acre tract, the beforementioned 41.6 acre tract and the beforementioned 2.25 acre tract, adjacent to a fence for a distance of 3012.97 feet to the PLACE OF BEGINNING, containing 665.98 acres of land, more or less.

BEARINGS TO BE OBTAINED BY SOLAR OBSERVATION

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

Prepared 2/15/94

Revised: 10/19/94 - increased to 665.98 acre unit.

22:kes94-01b/vonzacar.865

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VOL 622 PAGE 530

STATE OF TEXAS
COUNTY OF BRAZOS

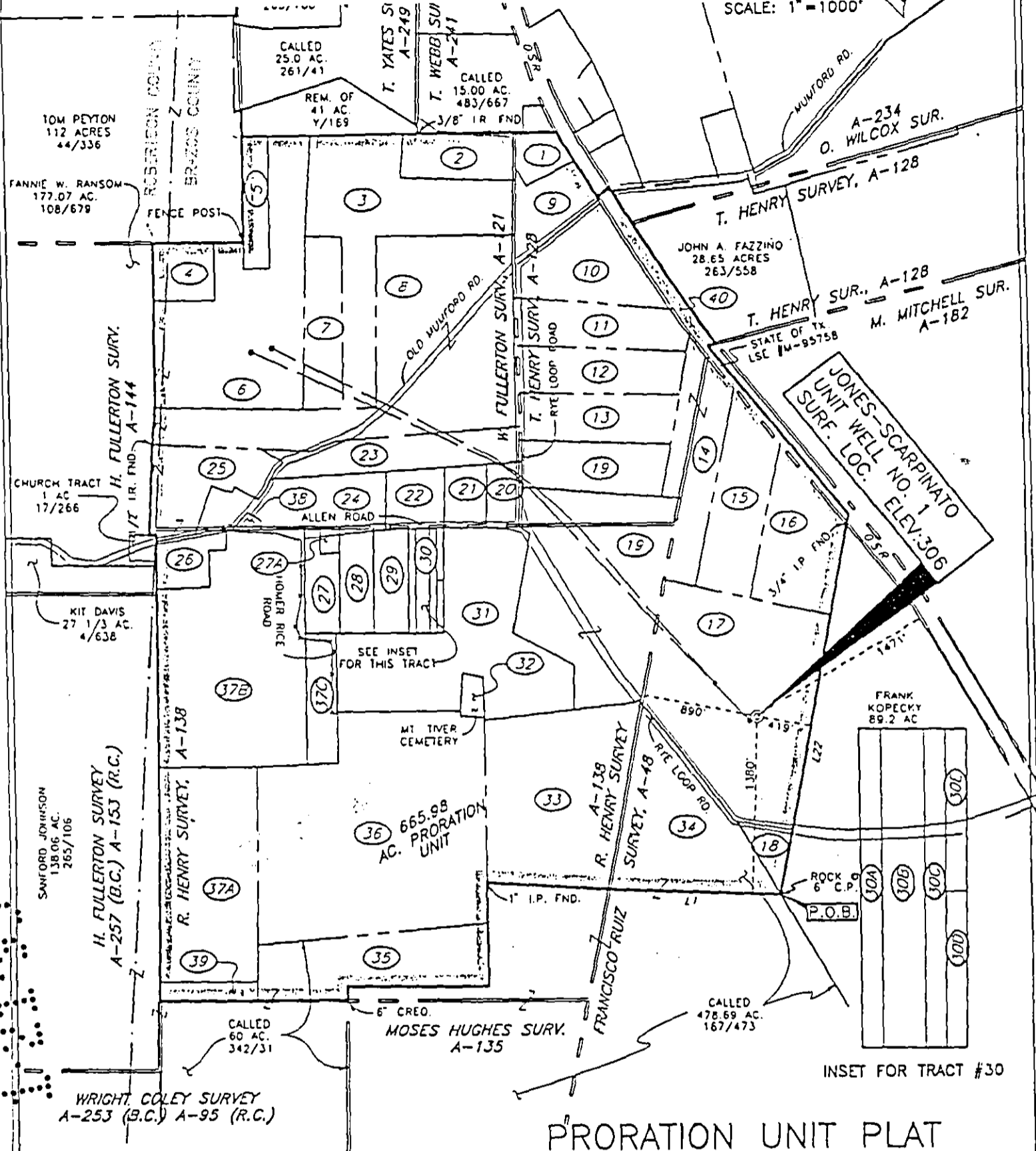
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify, on NOV. 7, 1994



Mary Ann Wood (M)
County Clerk
Brazos County, Texas

W. RE. Attached to and made a part of that certain 'Correction to Designation of Unit'
 W. Jones-Scarpinato Unit #1 dated OCTOBER 27, 1994.
 A-25E



SCALE: 1" = 1000'

PRORATION UNIT PLAT

PURSUANT TO STATEWIDE RULE 85
 FOR GIDDINGS (AUSTIN CHALK 3)
 & KURTEN (BUDA)

**JONES-SCARPINATO
 UNIT WELL NO. 1**

UNION PACIFIC RESOURCES COMPANY
 FRANCISCO RUIZ SURVEY, A-48
 Wm. FULLERTON SURVEY, A-121
 ROBERT HENRY SURVEY, A-138
 T. HENRY SURVEY, A-128
 BRAZOS COUNTY, TEXAS
 ROBERTSON COUNTY, TEXAS

REVISED 4/27/94: PRORATION
 PLAT CREATED.
 REVISED 06/26/94
 ADDED TR. 39
 REVISED 10/18/94
 ADDED TR. 40

- NOTES:
1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
 2. WELL LOCATED N 68° W 7.6 MI FROM BRYAN.
 3. DASHED LINE INDICATES LIMITS OF UNIT.
 4. SURF. LOC. POSITION:
 LATITUDE: 30°42'59.510" N
 LONGITUDE: 96°29'12.997" W
 BOTTOM LOC. POSITION:
 LATITUDE:
 LONGITUDE: (SEE HORIZ. CLOSURE)
 DERIVED FROM TRIMBLE NAVIGATION
 PATHFINDER 500 P.S. 12
 ACCURACY: ±5, ±10, ±7 METERS.
 SEE EXHIBIT "A" FOR ACREAGE
 TABLE, UNIT PERIMETER METES,
 AND "AS-DRILLED" LATERALS &
 APPROPRIATE NOTES.



SURVEYED: JANUARY, 1994

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

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

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STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
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appropriate records of Brazos, County, Texas

Thereby certify, on NOV. 7, 1994



Mary Ann Ward
County Clerk
Brazos County, Texas

REVISED 08/26/94
ADDED TR. 39
REVISED 10/19/94
ADDED TR. 40

EXHIBIT "A" to Exhibit "C"

JONES-SCARPINATO UNIT WELL NO. 1

SCALE: 1"=1000'

JONES-SCARPINATO UNIT WELL NO. 1
B.H.L. ST#00

JONES-SCARPINATO UNIT WELL NO. 1
B.H.L. ST#01

A.P.I. # 42-041-31802

HORIZONTAL CLOSURES:
B.H.L. ST#00 N 7°58'12" E ~ 4310'
B.H.L. ST#01 N 7°24'29" E ~ 4811'

NOTE:
SURF. LOC. TO PEN PT. BUDA: 416'
SURF. LOC. TO PEN PT. CHALK: 65'

LINE	BEARING	DIST.
L1	N 28°21'19" W	1319.85
L2	N 26°52'05" W	946.98
L3	S 58°33'55" W	811.11
L4	N 30°18'18" W	1080.56
L5	S 63°56'48" W	105.56
L6	N 30°34'21" W	1430.47
L7	N 59°41'22" E	3674.56
L8	N 30°18'38" W	55.49
L9	N 62°05'59" E	712.25
L10	N 64°40'46" E	293.63
L11	N 59°41'22" E	1304.85
L12	S 30°18'38" E	694.44
L13	N 59°41'22" E	832.74
L14	S 30°18'38" E	522.22
L15	S 30°23'18" E	822.27
L16	S 30°09'09" E	1082.45
CURVE 1		
L17	S 27°29'45" W	424.24
L18	S 67°00'53" E	120.37
L19	S 27°29'45" W	1027.34
CURVE 2		
L20	N 45°28'36" W	64.50
CURVE 3		
L21	S 21°30'14" W	1533.65
L22	S 70°17'09" W	3012.97

CURVE	DELTA	RADIUS	ARC
C1	3°22'53"	2924.79	172.60
C2	4°37'26"	5669.58	457.54
C3	1°36'22"	5729.58	160.61

CHORD	TANGENT	CHORD BRG
172.58	86.33	S 29°11'12" W
457.41	228.89	S 25°11'02" W
160.61	80.31	S 22°18'25" W

665.98 AC. PRORATION UNIT

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JONES-SCARPINATO UNIT WELL NO. 1

TRACT	ACREAGE IN UNIT	LEASE	VOL/PG	TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
1	3.09	CHARLES E. RYAN, etux	1212/079	25	10.76	HENRY L. ALLEN, etux	1214/477
2	7.26	CHARLES ISOM, etux	1218/108	26	4.31	SAM WESTBROOK	1918/303
3	30.09	JAMES M. ALLEN, JR., etux	1212/066	27	4.29	WILLIE EARL ALLEN, etal	1227/59
4	5.01	JOHNNIE MAE RICE, etvir	1205/107	27A	0.68	MAJOR McBRIDE	1227/72
5	4.77	LUETTA CASHAW, etal	1898/60	28	5.01	ERIE KNOX, etal	1238/373
6	34.58	GLORIA DEAN LOVE, etali	1855/246	29	5.07	CURTIS TAYLOR, etux	1216/827
7	9.13	ANN SELLS	1925/136	30A	1.02	D.L. TYLER, etux	1222/838
8	50.25	RUBY LEE ALLEN, etal	1209/190	30B	2.04	ETHEL JONES MARTIN	1224/524
9	6.86	JOHN FUCHS, etux		30C	1.02	LEO DANIEL BANKS	1241/183
10	13.47	LEE ROY HEJL, etux	1216/825	30D	0.50	JOYCE G. BURTON	1220/818
11	10.58	WILLIAM A. STASNY, JR., etal	1200/447	30E	0.52	ROBERT WYATT, etux	1220/300
12	10.59	JOANN GREGG, etal	1202/464	31	35.50	LOTTIE KOPECKY GARDNER	1200/461
13	10.59	CHARLES J. GARDNER, etal	1200/492	32	1.31	MOUNT TIVER CEMETERY ASSOC.	1937/144
14	13.62	BERT WHEELER, INC.	1850/99	33	33.97	TIM SWARTHOUT	1200/449
15	13.76	BILL SCARPINATO, etux	1212/416	34	23.24	WILLIAM E. KUTZSCHBACH TRUST	
16	13.77	LUCILLE HIGGS WEHRMAN	1811/40	35	18.51	SANFORD JOHNSON, JR., etux	1885/35
17	44.38	BILL SCARPINATO, etux	1212/16	36	63.78	HOMER L. RICE, etux	1205/829
18	2.53	CHARLES J. GARDNER, etal	1202/494	37A	28.84	W.O. LIGHTSEY	1803/107
19	48.02	CHARLES J. GARDNER, etal	1202/494	37B	44.13	W.O. LIGHTSEY	1803/107
20	2.98	JOHNNY ALLEN	1234/306	37C	5.56	W.O. LIGHTSEY	1803/107
21	3.62	VERA LEOLA ALLEN BRADFORD	1220/816	38	0.39	JAMES M. ALLEN, etux	
22	4.70	BIRDELL E. ALLEN COOPER, etvir	1212/074	39	2.59	JODIE RAYMOND RICE	2063/264
23	11.21	RUBY LEE ALLEN, etal	1209/190	40	6.41	STATE OF TX. - O.S.R.	2113/105
24	11.66	JAMES M. ALLEN, etux	1214/461				
				665.98 TOTAL ACREAGE IN UNIT			


Return to:

Mark Dixon
Union Pacific Resources Company
P.O. Box 7
Fort Worth, TX 76101-0007

500

STATE OF TEXAS COUNTY OF ROBERTSON
I hereby certify that this instrument was filed on the date and at
the time stamped hereon by me, and was duly RECORDED, in
Volume 622 to 513 of the Official
RECORDS of the County of Robertson, Texas, on 11-9-94
 I, Tim B. Reagan
CLERK COUNTY COURT
ROBERTSON COUNTY, TEXAS
BY Kathy Brindley DEPUTY

VOL 622 PAGE 534

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas
Thereby certify, on Nov. 7, 1994
 Mary Ann Wood
County Clerk
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos, County, Texas.

.181

545862

Thereby certify, on 2-18-94 DESIGNATION OF UNIT



Mary Ann Ward

County Clerk
Brazos County, Texas

JONES-SCARPINATO UNIT NO. 1

FILED
AT 3:50 P.M. O'CLOCK

FILED

FEB 13 PM 2:45

STATE OF TEXAS

COUNTIES OF BRAZOS AND ROBERTSON

FEB 18 1994

Catherine Engleman
COUNTY CLERK
ROBERTSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

MARY B. REAGAN
CLERK COUNTY COURT, ROBERTSON COUNTY, TX

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

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

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

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

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

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

IN WITNESS WHEREOF, this Designation of Unit is executed on this 17 day
of FEBRUARY, 1994.

UNION PACIFIC RESOURCES COMPANY

By: Carolyn J. David ^{and}
Its: Attorney-in-Fact _{per}

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 17th day of February,
1994, by Carolyn J. David, Attorney-in-Fact of UNION PACIFIC RESOURCES
COMPANY, a Delaware corporation, on behalf of said corporation.



Leigh M. Kauffman
Notary Public in and for the
State of Texas
My commission expires: _____

DESUNIT.2

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STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos, County, Texas.
Thereby certify, on 0-18-94 CE



Mary Ann Ward
County Clerk
Brazos County, Texas

Exhibit "A" to Designation of Unit, Jones-Scarpinato Unit #1, dated Feb. 17, 1994.
 (All recording references are to the Official Records of Brazos County, Texas)

Lse #	Lessor	Lessee	Lease Recorded		Lease Extension/ Renewal Recorded	
			Volume	Page	Volume	Page
TX-41303-17	Allen, Carolyn	Union Pacific Resources Company	1332	323	1994	28
TX-41303-18	Allen, Guilda Faye	Union Pacific Resources Company			-	-
TX-41842	Allen, Henry L et ux	Union Pacific Resources Company	1214	477	1866	273
TX-	Allen, James M et ux	Union Pacific Resources Company	2014	123	-	-
TX-41350	Allen, James M et ux	Union Pacific Resources Company	1214	461	1842	271
TX-41345	Allen, James M Jr et ux	Union Pacific Resources Company	1212	66	1842	260
TX-41303-13	Allen, Johnny	Union Pacific Resources Company	1234	306	1994	36
TX-41303-13	Allen, Johnny	Union Pacific Resources Company	1234	306	1994	36
TX-41303-10	Allen, Kalua J et al	Union Pacific Resources Company	1233	42	-	-
TX-41303-12	Allen, Lee T	Union Pacific Resources Company	1410	305	1994	38
TX-41303-15	Allen, Quincy L	Union Pacific Resources Company	1253	805	1994	32
TX-41303-2	Allen, Robert Lee	Union Pacific Resources Company	1212	81	1842	285
TX-41303-14	Allen, Roger Eugene	Union Pacific Resources Company	1253	796	1994	34
TX-41303-16	Allen, Ruby L III	Union Pacific Resources Company	1268	320	1994	30
TX-41303-1	Allen, Ruby Lee	Union Pacific Resources Company	1209	190	1842	262
TX-41303-9	Allen, William H	Union Pacific Resources Company	1224	508	1842	275
TX-42119-2	Allen, Willie Earl	Union Pacific Resources Company	1227	59	1842	258
TX-42735-	Banks, Brenda	Union Pacific Resources Company	1975	336	-	-
TX-42735-	Banks, Hersie Leon	Union Pacific Resources Company	1975	334	-	-
TX-42735-3	Banks, Leo Daniel	Union Pacific Resources Company	1241	183	1944	48
TX-42735-9	Banks, Wiley L	Union Pacific Resources Company	1888	78	-	-
TX-42735-7	Beale, Lucille C Banks	Union Pacific Resources Company	1773	312	-	-
TX-41189-21	Benton, Gladys Joan	Union Pacific Resources Company	1849	45	-	-
TX-42037	Bradford, Vera L et vir	Union Pacific Resources Company	1220	816	1914	94
TX-	Brooks, Marjorie Ann S	Union Pacific Resources Company	2002	290	-	-
TX-42735-5	Brooks, Thelma Banks	Union Pacific Resources Company	1297	305	1944	46
TX-	Burton, Joyce G	Union Pacific Resources Company	2014	119	-	-

STATE OF TEXAS
 COUNTY OF BRAZOS

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 appropriate records of Brazos County, Texas.

Thereby certify, on 2-18-94 CE



Mary Ann Ward
 County Clerk
 Brazos County, Texas

Vol. 608 Page 329

5071

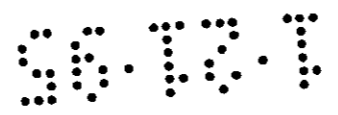
TX-41999	Burton, Joyce G	Union Pacific Resources Company	1220	818	1937	114
TX-41189-7	Cashaw, Charles	Union Pacific Resources Company	1832	165	-	-
TX-41189-25	Cashaw, Elnora M	Union Pacific Resources Company	1918	294	-	-
TX-41189-13	Cashaw, James O	Union Pacific Resources Company	1861	70	-	-
TX-41189-11	Cashaw, Jesse L	Union Pacific Resources Company	1918	291	-	-
TX-41189-15	Cashaw, Londell	Union Pacific Resources Company	1888	86	-	-
TX-41189-12	Cashaw, Lorenza	Union Pacific Resources Company	1888	83	-	-
TX-41189-18	Cashaw, Luetta	Union Pacific Resources Company	1888	80	-	-
TX-41189-14	Cashaw, Wesley Lee	Union Pacific Resources Company	1888	72	-	-
TX-	Civitello, Pete	Union Pacific Resources Company	2004	154	-	-
TX-	Cole, Stephanie Gay	Union Pacific Resources Company	2003	299	-	-
TX-41346	Cooper, Birdwell E et ux	Union Pacific Resources Company	1212	74	1842	267
TX-41189-6	Cooper, Ikie Mae Cashaw	Union Pacific Resources Company	1832	173	-	-
TX-41189-3	Ewing, Bessie	Union Pacific Resources Company	1202	462	1842	265
TX-41303-11	Finch, Hinda Renee	Union Pacific Resources Company	1233	44	1994	40
TX-60682	Fuchs, John et ux	Union Pacific Resources Company	1962	161	-	-
TX-41292-2	Gardner, Charles J	Union Pacific Resources Company	1202	494	1744	166
TX-41319	Gardner, Charles J	Union Pacific Resources Company	1200	492	1744	164
TX-41168	Gardner, Lottie K	Union Pacific Resources Company	1200	461	1744	168
TX-41189-2	Gardner, Travis O et ux	Union Pacific Resources Company	1200	490	1866	281
TX-41293-1	Gregg, JoAnn	Union Pacific Resources Company	1202	464	1744	174
TX-41303-5	Hammonds, Ruby J	Union Pacific Resources Company	1215	449	1842	287
TX-41189-29	Hampton, Kirby	Union Pacific Resources Company	1858	95	-	-
TX-41292-1	Havel, Joe R	Union Pacific Resources Company	1202	497	1734	109
TX-41293-2	Havel, Joe R	Union Pacific Resources Company	1202	467	1734	111
TX-41859	Hejl, Lee Roy et ux	Union Pacific Resources Company	1216	825	1842	252
TX-41189-20	Henderson, Carl	Union Pacific Resources Company	1849	42	-	-
TX-41189-9	Henderson, Curtis James	Union Pacific Resources Company	-	-	-	-
TX-41189-10	Henderson, Dock Jr.	Union Pacific Resources Company	-	-	-	-
TX-41189-23	Henderson, Henrietta	Union Pacific Resources Company	-	-	-	-
TX-41189-	Henderson, J C	Union Pacific Resources Company	1858	92	-	-
TX-41189-19	Henderson, Willie A	Union Pacific Resources Company	#545435	-	-	-
TX-41189-8	Henderson, Willie Lee	Union Pacific Resources Company	1861	73	-	-
TX-41943	Isom, Charles et ux	Union Pacific Resources Company	1218	108	1914	108

STATE OF TEXAS
COUNTY OF BRAZOS

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Thereby certify, on 2-18-94 CE



Mary Ann Ward
County Clerk
Brazos County, Texas



TX-48600-1	Johnson, Sanford Jr et ux	Union Pacific Resources Company	1885	35	-	-
TX-41189-1	Jones, J D	Union Pacific Resources Company	1202	492	1866	283
TX-	Jones, Patricia Ann	Union Pacific Resources Company	2006	303	-	-
TX-41189-4	Jones, Willie Lee	Union Pacific Resources Company	1200	464	-	-
TX-41303-19	Jordan, Lola	Union Pacific Resources Company	1938	87	-	-
TX-	Knox, Erie	Union Pacific Resources Company	1238	373	1944	50
TX-	Knox, Erie Jones	Union Pacific Resources Company	2015	348	-	-
TX-42735-2	Knox, Erie L	Union Pacific Resources Company	1238	373	1994	50
TX-	Kutzschbach, Wm E Trust	Union Pacific Resources Company	File #545446		-	-
TX-41303-3	Lane, Bobbie	Union Pacific Resources Company	1215	461	1842	283
TX-41303-4	Lane, Lucille	Union Pacific Resources Company	1215	447	1866	285
TX-48061	Lightsey, W.O.	Union Pacific Resources Company	1803	107	-	-
TX-41189-16	Love, Gloria Dean	Union Pacific Resources Company	1855	246	-	-
TX-60814-1	Luther, Inez Higgs	Union Pacific Resources Company	1991	307	-	-
TX-	Martin, Ethel Jones	Union Pacific Resources Company	2026	137	-	-
TX-42750	Martin, Ethel Jones	Union Pacific Resources Company	1224	524	1866	287
TX-42136	McBride, Major	Union Pacific Resources Company	1227	72	1914	122
TX-41189-27	McBride, Major	Union Pacific Resources Company	1918	300	-	-
TX-42735-6	McGowan, Hattie B	Union Pacific Resources Company	1341	191	1944	44
TX-	McLamb, Stephen Ray	Union Pacific Resources Company	2003	297	-	-
TX-41189-28	Morris, Cleola Cashaw	Union Pacific Resources Company	1918	297	-	-
TX-60116	Mt. Tiver Cemetary Assn.	Union Pacific Resources Company	1937	144	-	-
TX-41189-22	Murkledove, Dorothy	Union Pacific Resources Company	1845	345	-	-
TX-	Parker, Clara Marie	Union Pacific Resources Company	2004	169	-	-
TX-41189-17	Paulk, Estene Cashaw	Union Pacific Resources Company	1888	91	-	-
TX-41303-6	Pouncy, Sylvia Allen	Union Pacific Resources Company	1215	452	1842	277
TX-41303-7	Presley, Carolyn	Union Pacific Resources Company	1218	419	1842	273
TX-41189-24	Reid, Joyce Marie H	Union Pacific Resources Company			-	-
TX-41195	Rice, Homer L et ux	Union Pacific Resources Company	1205	829	1722	113
TX-41175	Rice, Johnnie M et vir	Union Pacific Resources Company	1205	107	1832	201
TX-	Rice, Rosel et ux	Union Pacific Resources Company	2004	173	-	-
TX-41303-8	Robinson, Annie A	Union Pacific Resources Company	1222	829	1866	277
TX-48584	Ryan, Charles Earl et ux	Union Pacific Resources Company	1838	3	-	-
TX-40884	Scarpinato, Bill et ux	Union Pacific Resources Company	1212	16	1786	160

STATE OF TEXAS
COUNTY OF BRAZOS

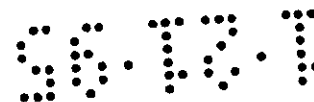
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

Thereby certify, on 2-18-94 *EE*



Mary Ann Ward
County Clerk
Brazos County, Texas

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TX-60509
 TX-42735-4
 TX-41189-26
 TX-42735-8
 TX-41295
 TX-
 TX-41294
 TX-41942
 TX-
 TX-42106
 TX-40898
 TX-48628
 TX-48978
 TX-42038

Sells, Ann
 Sloan, Vera M Banks
 Smith, Jearlene L
 Smith, Zenobia Banks
 Stasny, William A Jr
 Stoufflet, Earl Joseph
 Swarthout, Tim
 Taylor, Curtis et ux
 Tyler, D L
 Tyler, D L
 Wehrman, Lucile Higgs
 Westbrook, Sam
 Wheeler's, Bert Inc.
 Wyatt, Robert et ux

Union Pacific Resources Company	1925	136	-	-
Union Pacific Resources Company	1297	307	1944	42
Union Pacific Resources Company	1888	75	-	-
Union Pacific Resources Company	1774	38	-	-
Union Pacific Resources Company	1200	447	1870	179
Union Pacific Resources Company	2002	288	-	-
Union Pacific Resources Company	1200	449	1744	198
Union Pacific Resources Company	1216	827	1842	279
Union Pacific Resources Company	2014	121	-	-
Union Pacific Resources Company	1222	838	1866	279
Union Pacific Resources Company	1181	40	1744	200
Union Pacific Resources Company	1918	303	-	-
Union Pacific Resources Company	1850	99	-	-
Union Pacific Resources Company	1220	300	1866	289

End of Exhibit "A"

STATE OF TEXAS
 COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.

Thereby certify, on 2-18-94 CE



Mary Ann Ward
 County Clerk
 Brazos County, Texas

96.10.1

Attached to and made part of that certain "Designation of Unit - Jones-Scarpinato Unit No. 1" dated FEBRUARY 17, 1994.

Jones-Scarpinato Unit Well No. 1
659.57 Acre Unit
Union Pacific Resources Company
Francisco Ruiz Survey, A-48
Wm. Fullerton Survey, A-121
Robert Henry Survey, A-138
T. Henry Survey, A-128
Brazos County &
Robertson County, Texas

Field notes of a 659.57 acre tract or parcel of land, lying and being situated in the Francisco Ruiz Survey, Abstract No. 48, in the Wm. Fullerton Survey, Abstract No. 121, in the Robert Henry Survey, Abstract No. 138 and in the T. Henry Survey, Abstract No. 128, Brazos County & Robertson County, Texas, and consisting of the following tracts:

All of the called 3.00 acre tract described in the deed from Gerald L. Bruce, et ux to Charles Earl Ryan, et ux, as recorded in Volume 493, Page 57, of the Deed Records of Brazos County, Texas;

All of the called 7.086 acre tract described in the deed from Evelyn Cumberland, et vir to Paul Isom, et vir, as recorded in Volume 1131, Page 793, of the Official Records of Brazos County, Texas;

All of the called 30.19 acre - Tract Two described in the Partition Deed to James M. Allen, Jr., and Ann Sells, as recorded in Volume 4, Page 33, of the District Court Records of Brazos County, Texas;

All of the called 5 acre tract described in the deed from Missouri Jones to Johnnie May Rice, as recorded in Volume 275, Page 26, of the Deed Records of Brazos County, Texas;

All of the called 4.8 acre tract described in the deed from Missouri Jones to Effie Cashaw, as recorded in Volume 121, Page 319, of the Deed Records of Brazos County, Texas;

All of the remainder of the called 44.85 acre tract described in the deed from Gertrude Hyman, a widow, et ali to Missouri Jones, a widow, as recorded in Volume 176, Page 352, of the Deed Records of Brazos County, Texas;

All of the called 10.06 acre - Tract One described in the Partition Deed to Ann Sells, as recorded in Volume 4, Page 33, of the District Court Records of Brazos County, Texas;

All of the called 44.85 acre tract described in the deed from Gertrude Hyman, a widow, et ali to Dora Allen, as recorded in Volume 121, Page 75, of the Deed Records of Brazos County, Texas;

All of the called 6.306 acre tract (and ½" of the adjoining right-of-way of Old Mumford Road) described in the deed from John S. Cochran, et ux to John Fuchs, et ux, as recorded in Volume 374, Page 237, of the Deed Records of Brazos County, Texas;

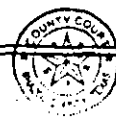
All of the called 12.94 acre tract (and ½" of the adjoining right-of-way of Old Mumford Road) (and ½ of the adjoining right-of-way of Rye Loop Road) described in the deed from Edwin Cajka, et al to Lee Roy Hejl, et ux, as recorded in Volume 255, Page 34, of the Deed Records of Brazos County, Texas;

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COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

Thereby certify, on 2-18-94 CE



Mary Ann Ward
County Clerk
Brazos County, Texas

Jones-Scarpinato Unit Well No. 1
659.57 Acre Unit
Union Pacific Resources Company
Francisco Ruiz Survey, A-48, etc.
Brazos & Robertson County, Texas
Continued - Page 2

All of the called 10.4 acre tract (and ½ of the adjoining right-of-way of Rye Loop Road) described in the deed from Victoria Kopecky Stasny to William A. Stasny, Jr., as recorded in Volume 1105, Page 230, of the Deed Records of Brazos County, Texas;

All of the called 10.4 acre tract (and ½ of the adjoining right-of-way of Rye Loop Road) described in the deed from John Kopecky, et ali to Ella Ray Kopecky Havel, as recorded in Volume 313, Page 808, of the Deed Records of Brazos County, Texas;

All of the called 10.4 acre tract (and ½ of the adjoining right-of-way of Rye Loop Road) described in the deed from Lottie Kopecky Gardner to Charles J. Gardner, as recorded in Volume 381, Page 280, of the Deed Records of Brazos County, Texas;

All of the called 13.81 acre tract described in the deed from Inez Higgs Luther to Navasota Land and Cattle Company, as recorded in Volume 325, Page 599, of the Deed Records of Brazos County, Texas;

All of the called 13.89 acre tract described in the deed from Frances Higgs Campbell, a widow to Bill Scarpinato, as recorded in Volume 319, Page 750, of the Deed Records of Brazos County, Texas;

All of the called 41.6 acre tract (and ½ of the adjoining right-of-way of Rye Loop Road) described in the deed from Mary Kopecky, a widow to Bill Scarpinato, as recorded in Volume 252, Page 393, of the Deed Records of Brazos County, Texas

All of the called 13.86 acre - Tract 6 described in the deed from Frances Higgs Campbell and Inez Higgs Luther to Lucille Higgs Wehrman, as recorded in Volume 279, Page 357, of the Deed Records of Brazos County, Texas;

All of the called 37.9 acre - First Tract (and ½ of the adjoining right-of-way of Rye Loop Road) and all of the called 2.25 acre - Second Tract (and ½ of the adjoining right-of-way of Rye Loop Road) described in the deed from Annie Kopecky Higgs, et ali to John Kopecky, as recorded in Volume 248, Page 513, of the Deed Records of Brazos County, Texas;

All of the called 10.4 acre tract (and ½ of the adjoining right-of-way of Rye Loop Road) described in the deed from John Kopecky, et ali to John Kopecky, as recorded in Volume 313, Page 826, of the Deed Records of Brazos County, Texas;

All of the called 2.40 acre tract (and ½ of the adjoining right-of-way of Allen Road) described in the deed from Ruby Lee Allen to Johnny Allen, as recorded in Volume 1033, Page 171, of the Official Records of Brazos County, Texas;

All of the called 3.40 acre tract (and ½ of the adjoining right-of-way of Allen Road) described in the deed from James M. Allen, et ali to Vera Leola Allen Green, as recorded in Volume 1109, Page 568, of the Official Records of Brazos County, Texas;

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STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

Thereby certify, on 2-18-94 CE.



Jones-Scarpinato Unit Well No. 1
659.57 Acre Unit
Union Pacific Resources Company
Francisco Ruiz Survey, A-48, etc.
Brazos & Robertson County, Texas
Continued - Page 3

All of the called 4.40 acre tract described in the deed from James M. Allen, et ali to Birdell Elizabeth Allen Cooper, as recorded in Volume 1109, Page 565, of the Official Records of Brazos County, Texas;

All of the called 10.2 acre tract (and ½ of the adjoining right-of-way of Old Mumford Road) described in the deed from Effie Mae Baily, et ali to Ruby Lee Allen, as recorded in Volume 364, Page 135, of the Deed Records of Brazos County, Texas;

All of the called 10.2 acre tract (and ½ of the adjoining right-of-way of Old Mumford Road) (and ½ of the adjoining right-of-way of Allen Road) described in the deed from Effie Mae Baily, et ali to James M. Allen, as recorded in Volume 368, Page 287, of the Deed Records of Brazos County, Texas;

All of the called 0.85 acre tract (and ½ of the adjoining right-of-way of Old Mumford Road) described in the deed from Matt Allen, et ux to James M. Allen and Willie Mae Allen, as recorded in Volume 209, Page 11, of the Deed Records of Brazos County, Texas;

All of the called 10.20 acre tract (and ½ of the adjoining right-of-way of Old Mumford Road) described in the deed from Effie M. Baily to Henry L. Allen, et ux, as recorded in Volume 1057, Page 599, of the Official Records of Brazos County, Texas;

All of the called 4½ acre tract west of Old Mumford Road, described in the deed from Sara Moore to Sim Westbrook, as recorded in Volume 41, Page 23, of the Deed Records of Brazos County, Texas;

All of the called ½ acre tract west of Old Mumford Road described in the deed from Mariah Reed to Sam Westbrook, as recorded in Volume 116, Page 504, of the Deed Records of Brazos County, Texas;

All of the called 4.05 acre tract (and ½ of the adjoining right-of-way of Allen Road) described in the deed from Major McBride to Willie Earl Allen, as recorded in Volume 343, Page 767, of the Deed Records of Brazos County, Texas;

All of the remainder of the called 5 acre tract described in the deed from Lee Kopecky, et ux to James McBride, as recorded in Volume 71, Page 94, of the Deed Records of Brazos County, Texas;

All of the called 5 acre tract described in the deed from Lee Kopecky to Mose Jones, et ux, as recorded in Volume 118, Page 201, of the Deed Records of Brazos County, Texas;

All of the called 5 acre tract described in the deed from J. G. Lightsey to Curtis Taylor, as recorded in Volume 173, Page 105, of the Deed Records of Brazos County, Texas;

All of the called 5 acre tract described in the deed from Lee Kopecky to Jim Jones, as recorded in Volume 930, Page 09, of the Official Records of Brazos County, Texas;

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The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

Thereby certify, on 2-18-74 CE

Jones-Scarpinato Unit Well No. 1
659.57 Acre Unit
Union Pacific Resources Company
Francisco Ruiz Survey, A-48, etc.
Brazos & Robertson County, Texas
Continued - Page 4

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify, on 218-94-CE



Mary Ann Ward
County Clerk
Brazos County, Texas

All of the called 35.33 acre tract and a portion of the adjoining Allen Road described in the deed from Annie Kopecky Higgs, et al to Lottie Kopecky Gardner, as recorded in Volume 248, Page 489, of the Deed Records of Brazos County, Texas;

That portion of the called 2 acre cemetery tract which is under fence and is known as the Mount Tiver Cemetery, said 2 acre tract being described in Volume "W", Page 272, of the Deed Records of Brazos County, Texas;

All of the called 35.33 acre tract (and ½ of the adjoining Rye Loop Road) described in the deed from Gladys Fickey Kopecky to Tim Swarouth, as recorded in Volume 453, Page 487, of the Deed Records of Brazos County, Texas;

Part of the called 478.69 acre tract described in the deed from Read Wipprecht, et ali to W. E. Kutzschbach and Ruth D. Kutzschbach, as recorded in Volume 167, Page 473, of the Deed Records of Brazos County, Texas;

Part of the called 60.00 acre tract described in the deed from Homer L. Rice to Sanford Johnson, as recorded in Volume 342, Page 31, of the Deed Records of Brazos County, Texas;

All of that certain tract described in the deed from Sanford Johnson to Homer L. Rice, as recorded in Volume 341, Page 825, of the Deed Records of Brazos County, Texas;

All of the called 27½ acre tract described in the deed from Bessie Banks Randle, et ali to W. O. Lightsey, as recorded in Volume 251, Page 318, of the Deed Records of Brazos County, Texas;

All of the called 49½ acre tract described in the deed from J. G. Lightsey, et ux to W. O. Lightsey, as recorded in Volume 244, Page 73, of the Deed Records of Brazos County, Texas;

All of that certain area occupied by W. O. Lightsey bounded as follows: on the northwest by the southeast line of the beforementioned 49½ acre tract, on the northeast by the southwest line of the beforementioned 5 acre tract (71/94), on the southeast by the northwest line of the beforementioned 35.33 acre tract (248/489) and the beforementioned Homer L. Rice tract (341/825) and on the southwest by the most northerly northeast line of the Homer L. Rice tract;

All of the called ¼ acre tract (and ½ of the adjoining right-of-way of Old Mumford Road and part of the right-of-way of Allen Road) described in the deed from Robert Dorsey and Les Davis to Ida Rice, et ali, Trustees, as recorded in Volume 127, Page 455, of the Deed Records of Brazos County, and said 659.57 acre tract being more particularly described as follows:

BEGINNING at the petrified rock found at a 6" cedar fence post corner marking the west corner of the beforementioned 2.25 acre tract, same being in the most easterly southeast line of the beforementioned 478.69 acre tract;

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Jones-Scarpinato Unit Well No. 1
659.57 Acre Unit
Union Pacific Resources Company
Francisco Ruiz Survey, A-48, etc.
Brazos & Robertson County, Texas
Continued - Page 5

STATE OF TEXAS
COUNTY OF BRAZOS

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Thereby certify, on 2-18-94 CE



Mary Ann Ward
County Clerk
Brazos County, Texas

THENCE N 28° 21' 19" W across the eastern portion of the
beforementioned 478.69 acre tract for a distance of 1319.85 feet to a ½" iron
rod in a 1" iron pipe found at a 6" creosote post fence corner marking an
interior ell corner of the 478.69 acre tract, same being the south corner of the
beforementioned 35.33 acre tract (453/487);

THENCE N 26° 52' 05" W along the common line between the
beforementioned 35.33 acre tract and the beforementioned 478.69 acre tract,
adjacent to a fence, for a distance of 946.98 feet to a 1" iron pipe found at a
6" cedar post fence corner marking the west corner of the 35.33 acre tract in
the southeast line of the beforementioned Homer L. Rice tract and same being
a north corner of the 478.69 acre tract;

THENCE along the common line between the beforementioned 478.69
acre tract and the beforementioned Homer L. Rice tract and the
beforementioned Sanford Johnson - 60 acre tract, adjacent to a fence, as
follows:

S 58° 33' 55" W for a distance of 811.11 feet and corner, from
which an 8" cedar post fence corner bears S
25° 42' 11" E - 2.9 feet,
N 30° 18' 18" W for a distance of 1080.56 feet and corner,
from which a twin 6" hackberry fence angle
point bears S 09° 25' 03" E - 23.6 feet,
S 63° 56' 48" W for a distance of 105.56 feet to a 6" creosote
post fence corner,
N 30° 34' 21" W at a distance of 257.6 feet, pass the most
northerly north corner of the 478.69 acre
tract, from which a 6" creosote post fence
corner bears southwest - 5.4 feet, continue
on across the beforementioned 60.00 acre
tract for a distance of 1430.47 feet to the
west corner of the beforementioned R. Henry
Survey, A-138, from which a crosstie fence
corner bears S 21° 30' 25" E - 15.6 feet;

THENCE N 59° 41' 22" E along the common line between the
beforementioned R. Henry Survey, A-138 and the H. Fullerton Survey, A-257,
same being the northwest line of the beforementioned 60.00 acre tract, the
beforementioned 27½ acre tract, the beforementioned 49½ acre tract and the
beforementioned 10.20 acre tract (1057/599), adjacent to, southeast and
northwest of a fence, at a distance of 152.68 feet, pass the common corner
of the 60 acre tract and the 27½ acre tract, at a distance of 1832.17 feet,
pass the common corner of the 27½ acre tract and the beforementioned 49½
acre tract, at a distance of 3615.6 feet, cross the center travelway of Old
Mumford Road, continue on for a total distance of 3674.56 feet to the re-
established east corner of the 1 acre church tract described in Volume 17, Page
266, of the Deed Records of Brazos County, Texas;

THENCE N 30° 18' 38" W along the northeast line of the
beforementioned 1 acre church tract for a distance of 55.49 feet to the
northwest line of the beforementioned 10.20 acre tract (1057/599);

Jones-Scarpinato Unit Well No. 1
659.57 Acre Unit
Union Pacific Resources Company
Francisco Ruiz Survey, A-48, etc.
Brazos & Robertson County, Texas
Continued - Page 6

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as
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appropriate records of Brazos, County, Texas.

Thereby certify, on 2-18-94 CE



Mary Ann Ward
County Clerk
Brazos County, Texas

THENCE N 62° 05' 59" E along the northwest line of the
beforementioned 10.20 acre tract, adjacent to a fence, for a distance of
712.25 feet to a ½" iron pipe found at a fence corner marking the north corner
of the 10.20 acre tract, same being the west corner of the beforementioned
44.85 acre tract (121/76);

THENCE N 64° 40' 46" E along the northwest line of the
beforementioned 44.85 acre tract (121/76), adjacent to fence, for a distance
of 293.63 feet to the common corner of the 44.85 acre tract and the
beforementioned 44.85 acre tract (176/352), from which an axle shaft found
bears N 39° 34' 17" E - 46.2 feet;

THENCE N 59° 41' 22" E along the northwest line of the 44.85 acre
tract (176/352) and the beforementioned 5 acre tract (275/26), adjacent to a
fence, at a distance of 820.77 feet, pass the west corner of the 5 acre tract,
continue on for a total distance of 1304.85 feet to the north corner of the
44.85 acre tract and the 5 acre tract, from which a crosstie fence corner bears
N 88° 51' 25" W - 21.8 feet;

THENCE S 30° 18' 38" E along the northeast line of the
beforementioned 5 acre tract, adjacent to and northeast of a fence, at a
distance of 452.17 feet, pass the east corner of the 5 acre tract, continue on
along the most northerly northeast line of the beforementioned 44.85 acre tract
(176/352) for a distance of 694.44 feet to a 6" cedar post fence corner
marking the interior ell corner of the 44.85 acre tract, same being in the
northwest line of the beforementioned 4.8 acre tract;

THENCE N 59° 41' 22" E along the northwest line of the 4.8 acre tract
adjacent to a fence, for a distance of 832.74 feet to a crosstie fence corner
marking the north corner of the 4.8 acre tract and the beforementioned 44.85
acre tract (176/352);

THENCE S 30° 18' 38" E along the northeast line of the
beforementioned 4.8 acre tract, and the beforementioned 44.85 acre tract
(176/352), adjacent to a fence, at a distance of 200 feet, pass the east corner
of the 4.8 acre tract, continue on for a total distance of 522.22 feet to the east
corner of the 44.85 acre tract, from which a 2½" iron pipe found bears N 66°
01' 38" W - 5.2 feet;

THENCE S 30° 23' 18" E along the northeast line of the
beforementioned 30.19 acre tract and the beforementioned 7.086 acre tract,
adjacent to a fence, at a distance of 716.63 feet, pass the north corner of the
7.086 acre tract, continue on for a total distance of 822.27 feet to a 3/8" iron
rod found marking the south corner of the Tom Peyton - 41 acre tract described
in Volume "Y", Page 169, of the Deed Records of Brazos County, Texas;

THENCE S 30° 09' 09" E along the northeast line of the
beforementioned Wm. Fullerton, A-121 and the beforementioned T. Henry
Survey, A-128 and along the average center of Peyton Road for a distance of
1082.45 feet to the northwest right-of-way line of the Old San Antonio Road
(O.S.R.), same being in a curve concave to the southeast, having a radius of
2924.79 feet;

Jones-Scarpinato Unit Well No. 1
659.57 Acre Unit
Union Pacific Resources Company
Francisco Ruiz Survey, A-48, etc.
Brazos & Robertson County, Texas
Continued - Page 7

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as
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appropriate records of Brazos, County, Texas.

Thereby certify, on

2-19-94 CE



Mary Ann Ward
County Clerk
Brazos County, Texas

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

Southwesterly along said curve for an arc length of 172.60 feet
to the end of this curve, the chord bears S
29° 11' 12" W - 172.58 feet,
S 27° 29' 45" W for a distance of 1442.11 feet to the
beginning of a curve, concave to the
southeast, having a radius of 5789.58 feet,
Southwesterly along said curve for an arc length of 605.47 feet
to the end of this curve, the chord bears S
24° 30' 00" W - 605.19 feet,
S 21° 30' 14" W for a distance of 1586.21 feet to a 3/4" iron
pipe found at an 8" cedar post fence corner
marking the east corner of the
beforementioned 13.86 acre tract (279/357);

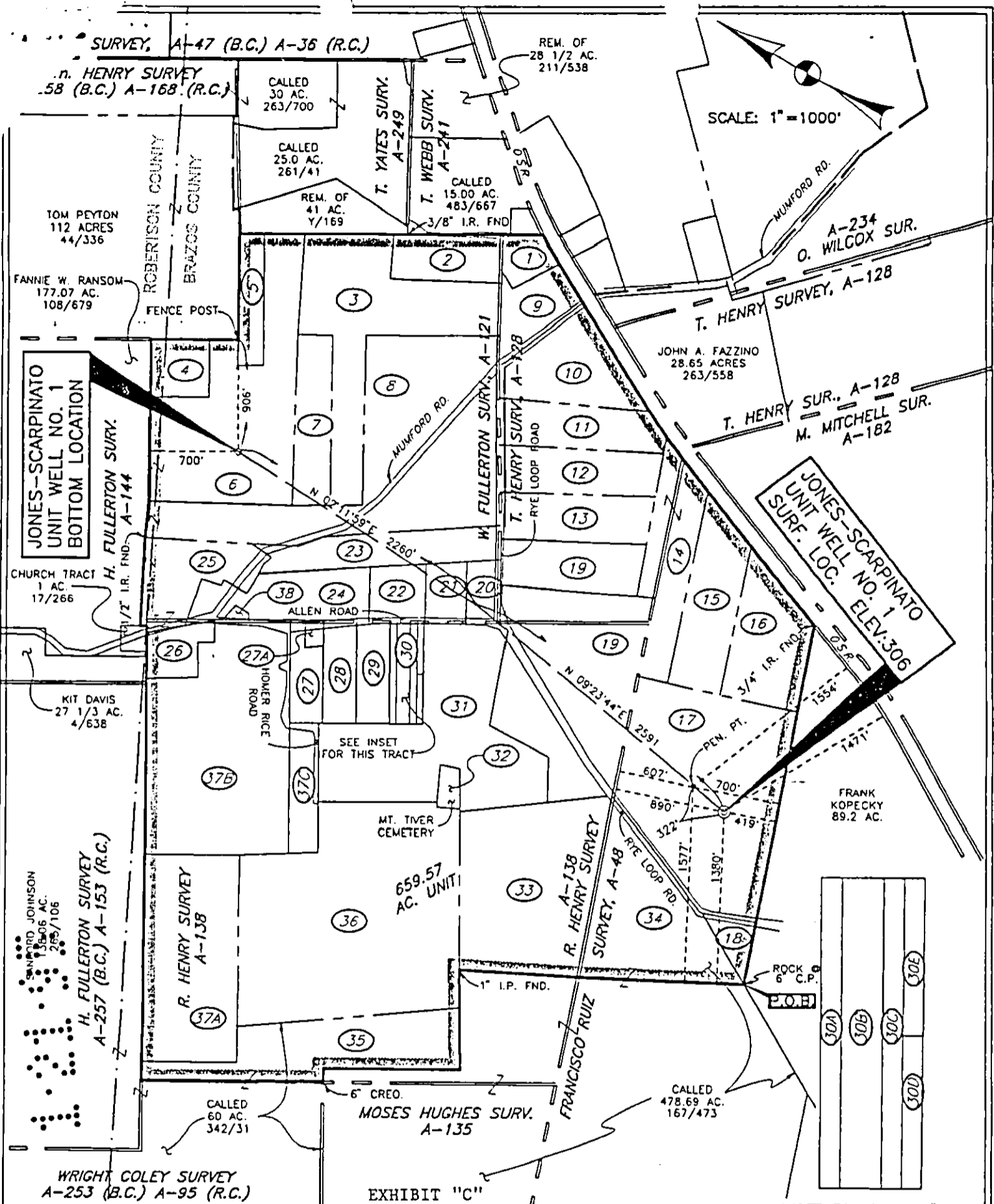
THENCE S 70° 17' 09" W along the southeast line of the
beforementioned 13.86 acre tract, the beforementioned 41.6 acre tract and the
beforementioned 2.25 acre tract, adjacent to a fence for a distance of 2933.20
feet to the PLACE OF BEGINNING, containing 659.57 acres of land, more or
less.

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

Prepared 2/15/94

kes94-01b:\jonzscar.859

LIMITED TO THE AUSTIN CHALK FORMATION, as found between 7,032 feet and
7,247 feet, AND FURTHER LIMITED TO THE BUDA FORMATION, as found between
7,713 feet and 7,782 feet, AND FURTHER LIMITED TO THE GEORGETOWN FORMATION,
as found between 7,802 feet and 7,990 feet in the Producers Engineering
Company Kutzschbach No. 1 Well located 560 feet from the northwest line
and 553 feet from the northeast line of the Francisco Ruiz Survey, A-48,
Brazos County, Texas.



Attached to and made a part of that certain
 "Designation of Unit - JONES-SCARPINATO UNIT WELL NO. 1" WELL LOCATION dated Feb. 17, 1994.

NOTES: Jones-Scarpinato Unit No. 1" WELL LOCATION dated Feb. 17, 1994.

1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED N 68° W-7.6 MI FROM BRYAN.
3. [Symbol] INDICATES LIMITS OF UNIT.
4. SURF. LOC. POSITION:
 LATITUDE: 30°42'59.510" N
 LONGITUDE: 96°29'12.997" W
 BOTTOM LOC. POSITION:
 LATITUDE: 30°43'48.213" N
 LONGITUDE: 96°29'05.134" W
 DERIVED FROM TRIMBLE NAVIGATION PATHFINDER - G.P.S.
 ACCURACY: 5 TO 7 METERS.
5. SEE EXHIBIT "A" FOR ACREAGE - TABLE AND UNIT PERIMETER METES.

JONES-SCARPINATO UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY
 FRANCISCO RUIZ SURVEY, A-48
 Wm. FULLERTON SURVEY, A-121
 ROBERT HENRY SURVEY, A-138
 T. HENRY SURVEY, A-128
 BRAZOS COUNTY, TEXAS
 ROBERTSON COUNTY, TEXAS



SURVEYED: JANUARY, 1994

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

Thereby certify, on 2-18-94 CE



Mary Ann Wood

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JANUARY, 1994

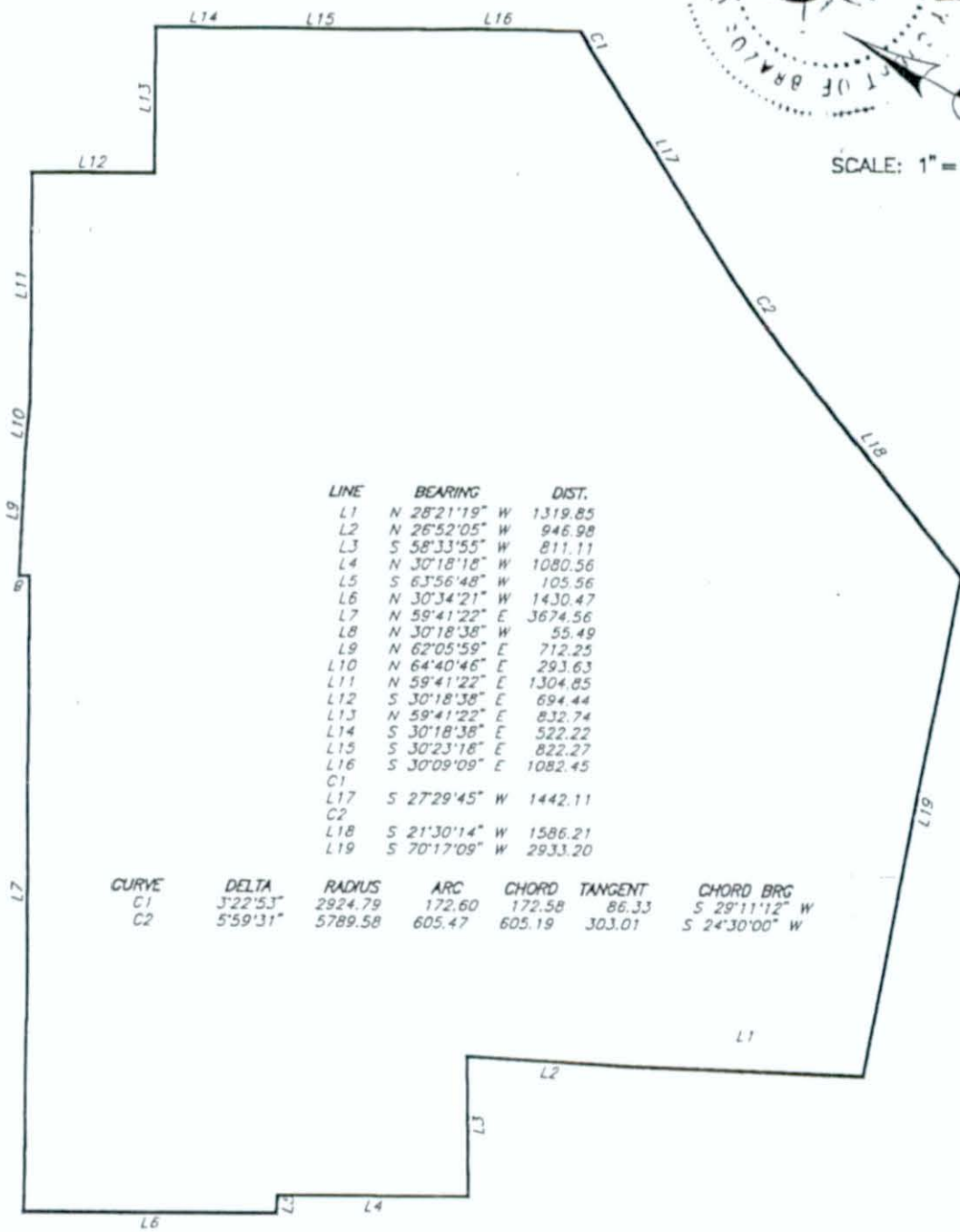
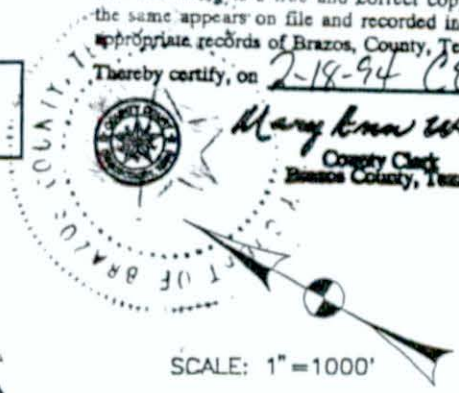
EXHIBIT "A"

JONES-SCARPINATO UNIT WELL NO. 1

This drawing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

Thereby certify, on 2-18-94 CE

Mary Ann Wood
County Clerk
Brazos County, Texas



LINE	BEARING	DIST.
L1	N 28°21'19" W	1319.85
L2	N 26°52'05" W	946.98
L3	S 58°33'55" W	811.11
L4	N 30°18'18" W	1080.56
L5	S 63°56'48" W	105.56
L6	N 30°34'21" W	1430.47
L7	N 59°41'22" E	3674.56
L8	N 30°18'38" W	55.49
L9	N 62°05'59" E	712.25
L10	N 64°40'46" E	293.63
L11	N 59°41'22" E	1304.85
L12	S 30°18'38" E	694.44
L13	N 59°41'22" E	832.74
L14	S 30°18'38" E	522.22
L15	S 30°23'18" E	822.27
L16	S 30°09'09" E	1082.45
C1		
L17	S 27°29'45" W	1442.11
C2		
L18	S 21°30'14" W	1586.21
L19	S 70°17'09" W	2933.20

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	3°22'53"	2924.79	172.60	172.58	86.33	S 29°11'12" W
C2	5°59'31"	5789.58	605.47	605.19	303.01	S 24°30'00" W

JONES-SCARPINATO UNIT WELL NO. 1

TRACT	ACREAGE IN UNIT	LEASE	VOL/PG	TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
1	3.09	CHARLES E. RYAN, etux	1212/079	23	11.21	RUBY LEE ALLEN, etal	1209/190
2	7.26	CHARLES ISOM, etux	1218/108	24	11.66	JAMES M. ALLEN, etux	1214/461
3	30.09	JAMES M. ALLEN, JR., etux	1212/086	25	10.76	HENRY L. ALLEN, etux	1214/477
4	5.01	JOHNNIE MAE RICE, etvir	1205/107	26	4.31	SAM WESTBROOK	1918/303
5	4.77	LUETTA CASHAW, etal	1898/60	27	4.29	WILLIE EARL ALLEN, etal	1227/59
6	34.58	GLORIA DEAN LOVE, etali	1855/246	27A	0.68	MAJOR McBRIDE	1227/72
7	9.13	ANN SELLS	1925/136	28	5.01	ERIE KNOX, etal	1238/373
8	50.25	RUBY LEE ALLEN, etal	1209/190	29	5.07	CURTIS TAYLOR, etux	1216/827
9	8.86	JOHN FUCHS, etux		30A	1.02	D.L. TYLER, etux	1222/838
10	13.47	LEE ROY HEJL, etux	1216/825	30B	2.04	ETHEL JONES MARTIN	1224/524
11	10.58	WILLIAM A. STASNY, JR., etal	1200/447	30C	1.02	LEO DANIEL BANKS	1241/183
12	10.59	JOANN GREGG, etal	1202/464	30D	0.50	JOYCE G. BURTON	1220/818
13	10.59	CHARLES J. GARDNER, etal	1200/492	30E	0.52	ROBERT WYATT, etux	1220/300
14	13.62	BERT WHEELER, INC.	1850/99	31	35.50	LOTTIE KOPECKY GARDNER	1200./461
15	13.76	BILL SCARPINATO, etux	1212/16	32	1.31	MOUNT TIVER CEMETARY ASSOC.	1937/144
16	13.77	LUCILLE HIGGS WEHRMAN	1181/40	33	33.97	TIM SWARTHOUT	1200/449
17	44.39	BILL SCARPINATO, etux	1212/16	34	23.24	WILLIAM E. KUTZSCHBACH TRUST	
18	2.53	CHARLES J. GARDNER, etal	1202/494	35	21.10	SANFORD JOHNSON, JR., etux	1885/35
19	48.02	CHARLES J. GARDNER, etal	1202/494	36	63.78	HOMER L. RICE, etux	1205/829
20	2.98	JOHNNY ALLEN	1234/306	37A	28.84	W.O. LIGHTSEY	1803/107
21	3.62	VERA LEOLA ALLEN BRADFORD	1220/816	37B	44.13	W.O. LIGHTSEY	1803/107
22	4.70	BIRDELL E. ALLEN COOPER, etvir	1212/074	37C	5.56	W.O. LIGHTSEY	1803/107
				38	0.39	JAMES M. ALLEN, etux	
				659.57 TOTAL ACREAGE IN UNIT			

M-95758 (10)

UNIT DESIGNATION

1/21/95

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