MF096655

Lease Type	Control	Basefile	County
HROW 56 [State	56-029973		BRAZOS

Survey	Highways & Public Transportati...
Block	
Block Name	
Township	
Section/Tract	
Land Part	SH 21
Acres	Net: 11.860000 Gross: 11.860000
Depth Below	Depth Above / Depth Other: Allow All Depths
Name	CODY ENERGY
Lease Date	10/17/1995
Primary Term	3 years
Bonus	$5,115.60
Lease Royalty	0.12500000
Paid Up	NA

TERMINATION
DATE 9/1/15
LEASING TM 5/18/17
MAPS
GIS NA

Leasing:_____

Maps:_____

GIS:_____

Scanlab:_____

STOP

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

-M-
F
F292552
0
9
6
6
CODY ENERGY
5
5

#2521

11.86 UNIT AC.
72.14 NONUNIT AC

STATE LEASE PAID-UP MF096655

CONTROL	BASEFILE	COUNTY
56-029973	000 -	BRAZOS /021

SURVEY : HIGHWAYS & PUBLIC TRANSPORTATI
BLOCK :
TOWNSHIP : 00
SECTION/TRACT:
PART :
ACRES : ~~84.00~~ 11.86
DEPTH LIMITS : ~~NO~~ YES - SURFACE TO 100' BELOW BASE OF AUSTIN CHALK FORMATION

LESSEE : CODY ENERGY
LEASE DATE : Oct 17 1995
PRIMARY TERM : 3 yrs
BONUS ($) : 5115.60
RENTAL ($) : 0.00
ROYALTY : 0.12500000
VAR ROYALTY :

Rentals: MT.

Lease Admin: DL.

Mineral Maps:

CONTENTS OF FILE NO. M-96655

1. Lease	10-17-95	
2. Application	10-11-95	
3. Affidavit	9-1-95	
4. Letter	9-7-95	
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8. Map	—	
9. Leases	—	
10. Assignment	8-16-94	
11. Letter	6-4-96	
12. Division Order	5-20-96	
13. Assignment	9/5/97	
14. ~~Expired~~ REINSTATED	11/4/98	
15. Letters + Assignments	12/3/99	
See # 14 = NOT EXPIRED.		
16. Declaration of Pooling and DESIGNATION OF UNIT	12-18-96 2/17/04	
17. Assignment	7/9/04	
18. ASSIGNMENT FILED IN MF-	4/19/07	
Scanned sm	10/16/15	
19) TERMINATION LETTER	4/10/17	
LEASE TERMINATED	9/1/16	
scanned pf	6-27-2017	

GLO-S-08-(1-82)

HROW Lease
Revised 10/99

The State of Texas

Austin, Texas

PAID-UP

OIL AND GAS LEASE NO. M-96655
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 Cody Energy, Inc., whose address is 7555 E. Hampden Avenue, Suite 600, Denver, Colorado 80231 hereinafter called "Lessee".

1. Lessor, in consideration of Five Thousand One Hundred Fifteen and 60/100 Dollars ($5,115.60), 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:

84 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 84 acres, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. PRIMARY TERM: This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of three (3) years from October 17, 1995, 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 eighth (1/8) 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 (1/8) 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 eighth (1/8) 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 (1/8) 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 $420.00. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

(f) All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager, or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, the Lessee owes a penalty of 5% on the royalty or $25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or $25.00, whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin accruing when the royalty is sixty (60) days overdue.

Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value. The State shall have first lien upon all oil and gas produced from the area covered by this lease to secure the payment of all unpaid royalty and other sums of money that may become due to the State hereunder.

4. POOLING: (a) Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons. Units pooled for oil hereunder shall not exceed 160 acres each in area, and units pooled for gas hereunder shall not exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, unless oil or gas units of a greater size are allowed under or prescribed by rules of the Railroad Commission of Texas. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, as operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) the proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between

parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force for so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

(b) Neither unit production of oil or gas, nor unit operations, nor payment of shut-in royalties from a unit gas well, shall serve to hold the lease in force as to any area outside the unit, regardless of whether the production, maintenance of a shut-in gas well, or operations are actually located on the State tract or not.

(c) Lessee agrees to file with the General Land Office a copy of any unit designation which this lease is included within ninety (90) days of such designation.

5. RELEASE: Lessee may relinquish the rights granted hereunder to the State at any time by recording the relinquishment in the county where this area is situated and filing the recorded relinquishment or certified copy of same in the General Land Office within ninety (90) days after its execution accompanied by the prescribed filing fee. Such relinquishment will not have the effect of releasing Lessee from any liability theretofore accrued in favor of the State.

6. REWORK: If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate at the end of the primary term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) Lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 9 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling,

testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, or production of oil or gas in paying quantities.

7. MINERAL USE: Lessee shall have the use, free from royalty, of oil and gas produced from said land in all operations hereunder.

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

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

10. LESSER ESTATE,CLAUSE: If this lease covers a less interest in the oil or gas in all or any part of said land than the entire and undivided fee simple estate (whether lessors interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease bears to the whole and undivided fee simple estate therein.

11. ASSIGNMENTS: This lease may be transferred at any time. All transfers must reference the lease by file number and must be recorded in the county where the land covered hereby is located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be filed in the General Land Office within ninety (90) days of the execution date, as provided by N.R.C. Section 52.026, accompanied by the prescribed filing fee. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original Lessee or any prior transferee of the lease, including any liabilities to the State for unpaid royalties.

12. WELL INFORMATION: Lessee agrees to forthwith furnish Lessor, upon written request, with copies of all drilling logs, electrical logs, cores and core records and other information pertaining to all wells drilled by lessee either on the leased premises or acreage pooled therewith, when requested to do so. Said information shall remain confidential as required by statute.

13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well located off the leased premises, or by pooling of said land with other land, lease or leases as hereinabove provided.

14. COMPENSATORY ROYALTY: Lessee shall pay a compensatory royalty if this lease is not being held by production on the leased premises, by production from a pooled unit, or by payment of shut-in royalties in accordance with the terms of this lease, and if oil or gas is sold or delivered in paying quantities from a well located within 2500 feet of the leased premises and completed in a producible reservoir underlying the area leased hereunder or in any case in which drainage is occurring. Such compensatory royalty shall be paid at the royalty rate provided in this lease based on the value of production from the well as provided in the lease on which such well is located. The compensatory royalty shall be paid in the same proportion that the acreage of this lease has to the acreage of the proration unit surrounding the draining well plus the acreage of this lease. The compensatory royalty shall be paid monthly to the Commissioner of the General Land Office on or before the last day of the month after the month in which the oil or gas is sold and delivered from the well causing the drainage or from the well located within 2500 feet of the leased premises and completed in a producible reservoir under this lease. Notwithstanding anything herein to the contrary, compensatory royalty payable hereunder shall be no less than an amount equal to $840.00, and shall maintain this lease in effect for so long as such payments are made as provided herein.

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

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

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

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

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

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

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

production; and

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

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

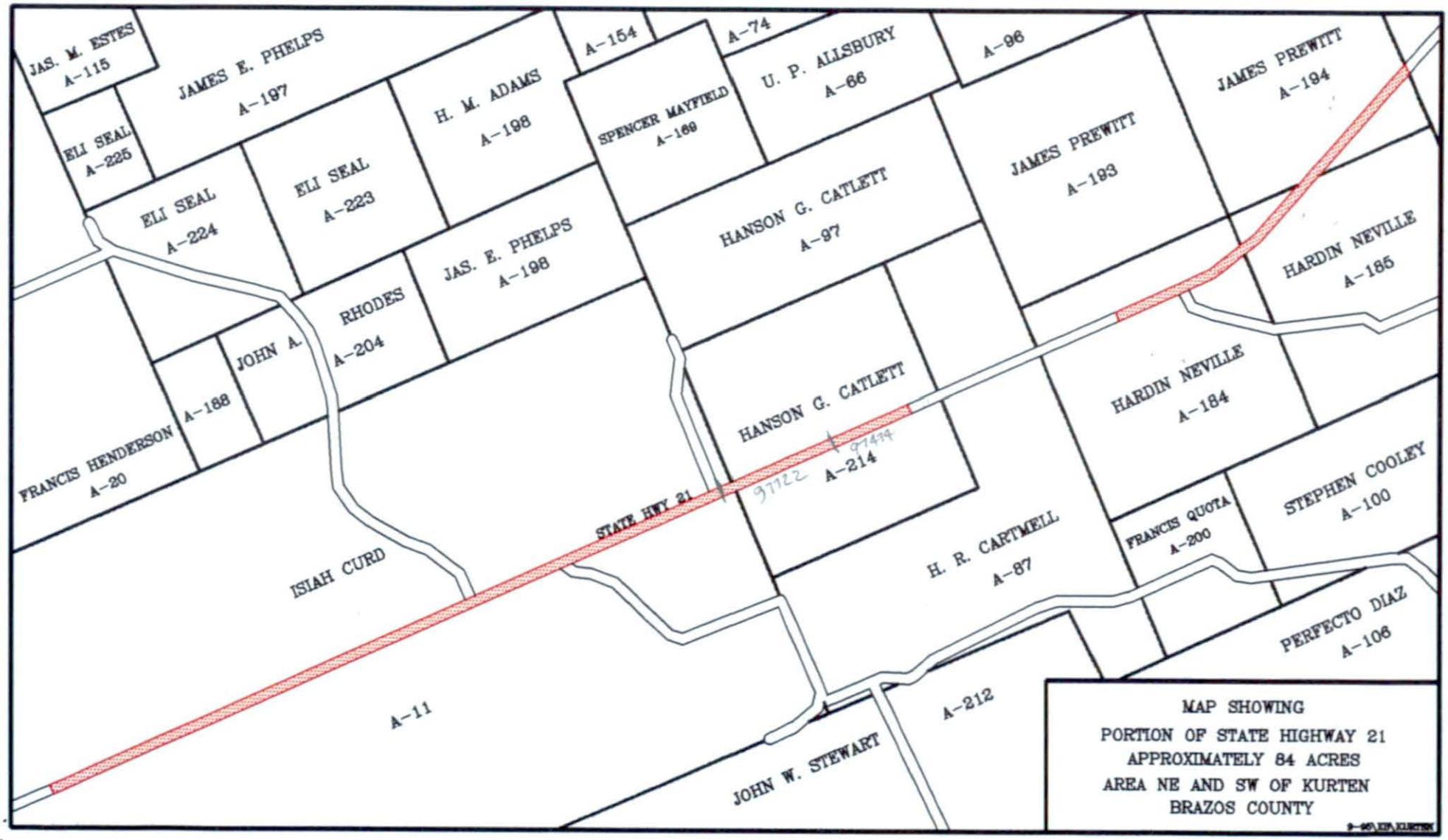
(2) would unreasonably deny to the Lessee an opportunity to produce economically hydrocarbons from the land subject to this lease.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office, under the seal of the General Land Office, effective as of October 17, 1995.

Garry Mauro

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

Approved:
Energy: RH
Legal (Form): Pm
Executive: GM


JAS. M. ESTES
A-115
JAMES E. PHELPS
A-197
ELI SEAL
A-225
ELI SEAL
A-224
ELI SEAL
A-223
H. M. ADAMS
A-198
A-154
A-74
SPENCER MAYFIELD
A-169
U. P. ALLSBURY
A-66
A-96
JAMES PREWITT
A-194
JAMES PREWITT
A-193
HANSON G. CATLETT
A-97
JAS. E. PHELPS
A-198
RHODES
A-204
JOHN A.
A-188
FRANCIS HENDERSON
A-20
HARDIN NEVILLE
A-185
HARDIN NEVILLE
A-184
HANSON G. CATLETT
A-214
97722
97494
STATE HWY 21
ISIAH CURD
A-11
H. R. CARTMELL
A-87
FRANCIS QUOTA
A-200
STEPHEN COOLEY
A-100
PERFECTO DIAZ
A-106
A-212
JOHN W. STEWART
MAP SHOWING
PORTION OF STATE HIGHWAY 21
APPROXIMATELY 84 ACRES
AREA NE AND SW OF KURTEN
BRAZOS COUNTY

Texas General Land Office
Garry Mauro, Commissioner

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

Exhibit "A"

Acreage to be Leased from the State of Texas in Brazos County, Texas, being part of St. Hwy. 21.

84 acres of land, more or less, situated in the I. Curd Sur., A-11, the H.G. Catlett Sur., A-214, the J. Prrewitt Sur., A-194 and the H. Neville Sur., A-184 & 185 in Brazos County, Texas and being the same land described in the following Deeds to Brazos County, Texas, recorded in Volume 78, Pages 239, 240, 241, 242, 244, 247, 254, 284, 285, 286, 287, 289, 290, 296, 297, 300, 302, 303, 306, 307, 308, 311, 312, 313, 317, 319, 320, 324, 347, 348, 371, 372 and Volume 211, Page 474 and Volume 239, Page 205 in the Deed Records of Brazos County, Texas.

Printed on recycled paper with soybean ink

(1) MF 96655
ITEM Lease
TO
FROM
DATE 10-17-95

GENERAL LAND OFFICE

GARRY MAURO
COMMISSIONER

MEMORANDUM

DATE: Oct. 11, 1995

M-96655

TO: School Land Board

FROM: Robert Hatter / Energy Resources

SUBJECT: Application To Lease Highway Right-of-Way

APPLICANT: Cody Energy, Inc.

REFERENCE: Being 84 acres, more or less, of St. Hwy. 21, situated in the I. Curd Sur., A-11, the H.G. Catlett Sur., A-214,the J. Prewitt Sur., A-194 and the H. Neville Sur., A-184 & 185 in Brazos County, Texas.

The following terms were provided for in the adjacent leases:

	High	Low
Bonus/Acre:	$60.00	$50.00
Royalty:	1/8	1/8
Delay Rental:	None	None
Primary Term:	3 year paid-up	3 year

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

Bonus/Acre:	$60.00 per acre
Royalty:	1/8
Delay Rental:	None
Primary Term:	3 year paid-up

Cody Energy, Inc. 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 84 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

October 11, 1995

Contact
ROW

Mr. Garry Mauro
Commissioner
General Land Office
Petroleum and Mineral Division
1700 North Congress Avenue
Austin, Texas 78701

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.

County	Nominator	Bonus	Royalty	Primary Term	Delay Rental
Brazos	Cody Energy, Inc.	$ 60.00	1/8	3 years	None
Goliad	Schleier & Associates	$100.00	1/4	2 years	$15.00
Grimes	Chesapeake Operating, Inc.	$165.00	21%	3 years	$20.00
Washington	UPRC	$150.00	1/5	3 years	$10.00
Washington	UPRC	$ 40.00	1/6	3 years	None

If additional information is needed, please contact Carlton Bernhard at 416-2879.

Sincerely,

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

RCB:dlj

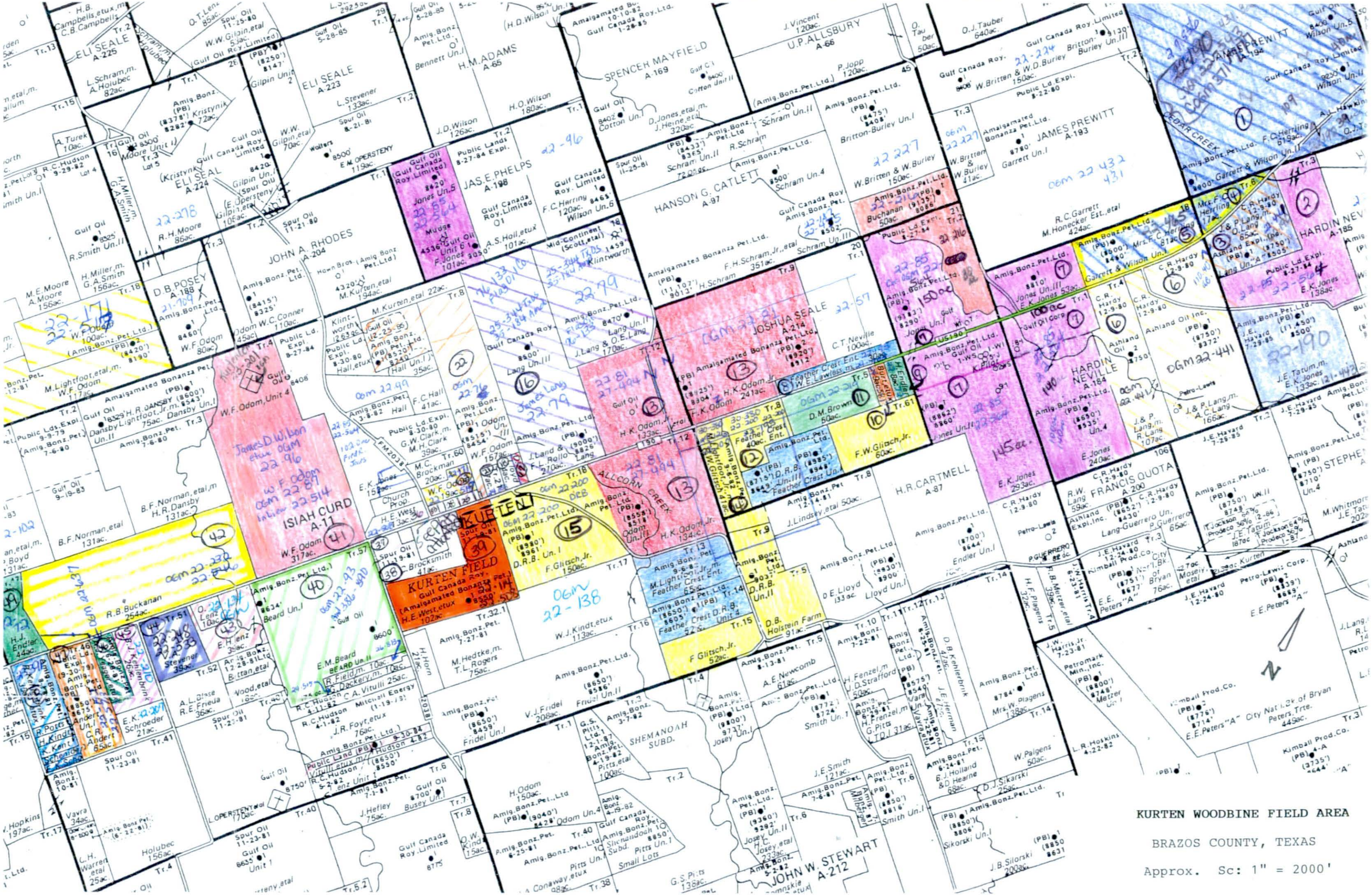
(2i) 96655

ITEM Application

TO

FROM

DATE 10-11-95



KURTEN WOODBINE FIELD AREA

BRAZOS COUNTY, TEXAS

Approx. Sc: 1" = 2000'

STATE OF TEXAS
DANIEL E. PICKETT
30270
REGISTERED
PROFESSIONAL ENGINEER

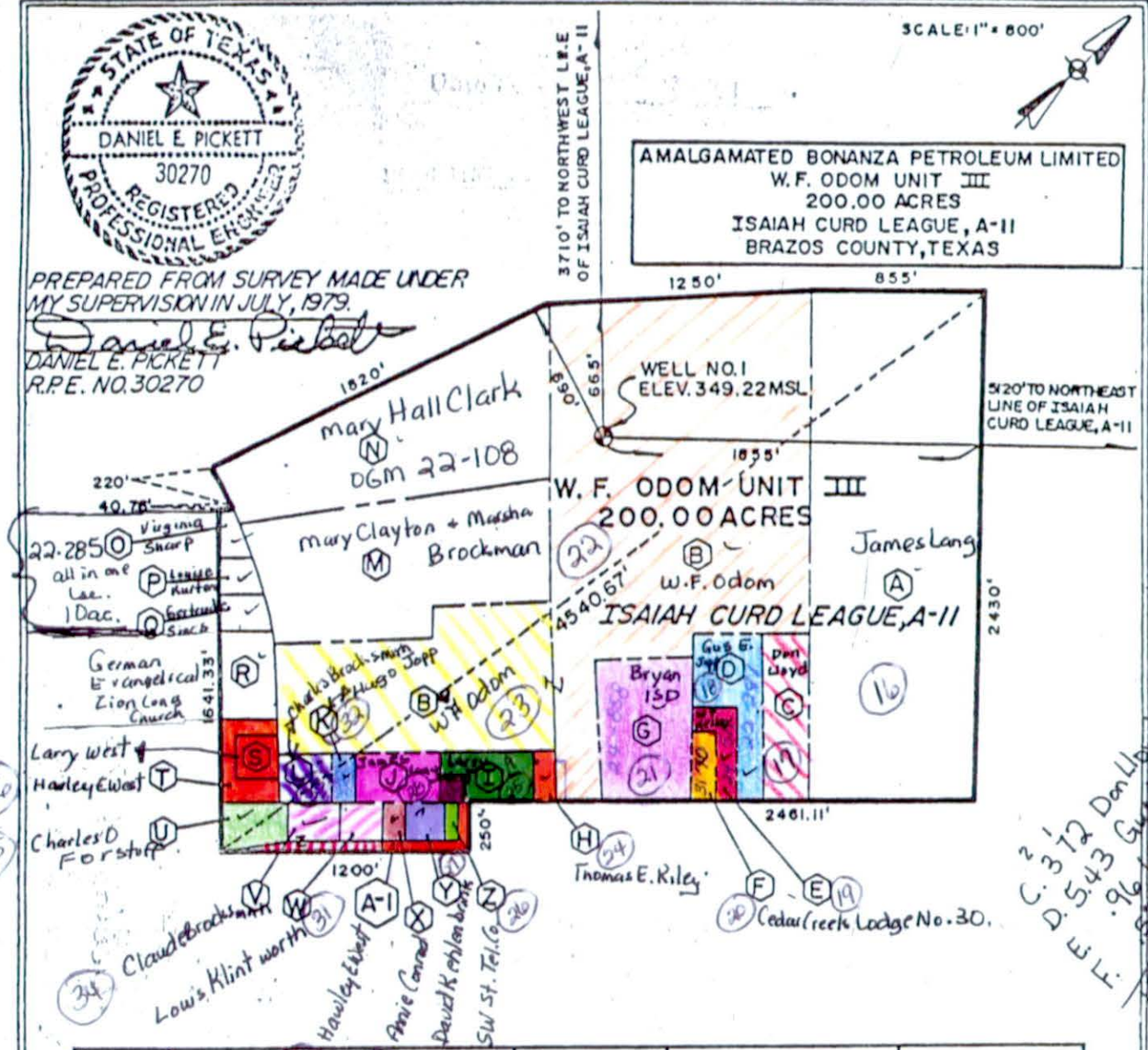
PREPARED FROM SURVEY MADE UNDER MY SUPERVISION IN JULY, 1979.

Daniel E. Pickett

DANIEL E. PICKETT
R.P.E. NO. 30270

SCALE: 1" = 800'

AMALGAMATED BONANZA PETROLEUM LIMITED
W. F. ODOM UNIT III
200.00 ACRES
ISAIAH CURD LEAGUE, A-11
BRAZOS COUNTY, TEXAS



Tract No.	Lessor	Area (Acres)	Area in R/W (Acres)	Total Area (Acres)
A	James Lang	46.01	0.95	46.96
B	W. F. Odom	70.93	0.25	71.18
C	Don Lloyd	3.50	0.22	3.72
D	Gus E. Jopp	5.25	0.18	5.43
E	W. T. Kelley	0.85	0.11	0.96
F	Cedar Creek Lodge No. 30, A.F. & A.M.	0.40	0.12	0.52
G	Bryan Independent School District	6.65	0.53	7.18
H	Thomas E. Riley	0.50	0.12	0.62
I	Larry West	2.17	0.52	2.69
J	James Lang	1.98	0.47	2.45
K	Hugo Jopp	0.54	0.13	0.67
L	Charles Brocksmith	1.19	0.24	1.43
M	Mary Clayton and Marsha Brockman	20.26	-0-	20.26
N	Mary Hall Clark	20.59	-0-	20.59
O	Virginia K. Sharp	0.59	-0-	0.59
P	Louise C. Kurten	0.79	-0-	0.79
Q	Gertrude K. Sines	0.90	-0-	0.90
R	German Evangelical Zion Congregation Church	2.54	-0-	2.54
S	Larry West	1.20	-0-	1.20
T	Hawley E. West	1.16	0.27	1.43
U	Charles O. Forstoff	1.33	0.37	1.70
V	Claude Brocksmith	2.67	0.30	2.97
W	Louis Klintworth	0.76	0.24	1.00
X	Annie Conrad	0.34	0.13	0.47
Y	David Kehlenbrink	0.62	0.23	0.85
Z	Southwestern States Telephone Company	0.17	0.05	0.22
A-1	Hawley E. West	0.65	0.03	0.68
		194.54	5.46	200.00

(3)

MF 96455

ITEM Affidavit

TO

FROM

DATE 9-1-95

INDEPENDENT PETROLEUM LANDMAN CPL

A. B. Schmotzer

10326 HOLLY SPRINGS

HOUSTON, TEXAS 77042

409/249-3846

Fax

713 / 780-7630

CODY ENERGY, INC.

September 7, 1995

60.00
3yr Paid up
1/8

Linda
Fax #
303-695-3669

Mr. Drew Reid
Landman, Lease Administration
Energy Resources
Texas General Land Office
Stephen F. Austin Bldg.
1700 N. Congress Avenue
Austin, Texas 78701-1495

Re: Oil & Gas Lease Application
~~60.00~~ acres, m/l, State Hwy. 21, Brazos County, Texas
84 Ac

Dear Mr. Reid:

Cody Energy, Inc. requests an Oil and Gas Lease from the State of Texas covering a portion of Hwy. 21 lying within our Kurten-Woodbine Unit. Enclosed are the following items for your review relative to this request:

1. A $100.00 processing fee.

2. State of Texas Right of Way Department Map showing the portions of State Highway No. 21 (US 190) Cody wishes to lease. The portions of highway we wish to lease are indicated in yellow. Indicated in orange is the southwestern and northeastern boundary of the Kurten Woodbine Unit crossed by Hwy. 21. Indicated in green is the portion of the highway covered by State Lease No. M-95739 to Chevron.

3. Schedule of Cody leases lying adjacent to Hwy 21 with plat, including supplemental plats. Tracts indicated on the lease schedule and plats have been cross referenced to the leases.

4. Copies of leases referenced above

5. Description of Right of Way of proposed state lease

6. Affidavit executed by Cody detailing the lease terms for the existing leases. You will notice that the bonus consideration paid for the majority of this leases is unknown. Most of these leases are relatively old, and the information contained in the lease files Cody received from

7555 E. Hampden Avenue • Suite 600 • Denver, Colorado 80231 • (303) 695-3600 • Fax (303) 695-3650

the previous operator was incomplete, therefore, we are unable to furnish this information. We request that you consider the terms granted to Chevron in State Mineral Board Lease No. M-95739 set forth below.

7. Copies of title opinions and/or unit plats in our possession covering State of Texas lands. Again, Cody was the fourth owner of the Kurten-Woodbine Unit, therefore, the files Cody received were incomplete and all title opinions were not received. Unit plats are enclosed to assist you in locating the highway boundaries and location. We do not know the acreage owned by the State of Texas in each unit, but the plats should be helpful in calculating acreage amounts.

8. Copy of Assignment and Bill of Sale from Merit Energy Partners, L.P., et al to Cody Energy, Inc. dated effective January 1, 1994, and recorded in Vol. 2189, at page 19 of the Official Records of Brazos County, Texas.

The terms granted in State Mineral Board Lease No. M-95739 dated March 15, 1994, recorded in Vol. 2144, page 319, to Chevron were $50.00 per net acre bonus, 1/8th royalty, and $5.00 per net acre rental. Cody hereby offers the following terms for a paid up lease: $60.00 per net acre bonus consideration ($50.00/acre bonus plus $5.00/acre/2 years rental), 1/8th royalty, three (3) year primary term.

$3654.00

Chevron, as leasehold owner of State Mineral Board Lease No. 95739, is currently in the process of assigning a portion of their lease to Cody. Should Cody be granted a lease on the subject acreage, Cody, as Operator of the property, will convey an interest in said lease to Chevron.

We hope that our offer will be acceptable to you. Please call me if you have any questions.

Very truly yours,

CODY ENERGY, INC.

Laura B. Smith

Laura B. Smith
Senior Landman

/rh
Enclosures

(4)

NAME 96655

ITEM letter

TO

FROM

DATE 9-7-95

CODY ENERGY, INC.

September 7, 1995

60.00
3 yr Pooling
7/8

Mr. Drew Reid
Landman, Lease Administration
Energy Resources
Texas General Land Office
Stephen F. Austin Bldg.
1700 N. Congress Avenue
Austin, Texas 78701-1495

RECEIVED
SEP 26 1995
ENERGY RESOURCES

Re: Oil & Gas Lease Application
60.00 acres, m/l, State Hwy. 21, Brazos County, Texas

Dear Mr. Reid:

Cody Energy, Inc. requests an Oil and Gas Lease from the State of Texas covering a portion of Hwy. 21 lying within our Kurten-Woodbine Unit. Enclosed are the following items for your review relative to this request:

1. A $100.00 processing fee.

2. State of Texas Right of Way Department Map showing the portions of State Highway No. 21 (US 190) Cody wishes to lease. The portions of highway we wish to lease are indicated in yellow. Indicated in orange is the southwestern and northeastern boundary of the Kurten Woodbine Unit crossed by Hwy. 21. Indicated in green is the portion of the highway covered by State Lease No. M-95739 to Chevron.

3. Schedule of Cody leases lying adjacent to Hwy 21 with plat, including supplemental plats. Tracts indicated on the lease schedule and plats have been cross referenced to the leases.

4. Copies of leases referenced above

5. Description of Right of Way of proposed state lease

6. Affidavit executed by Cody detailing the lease terms for the existing leases. You will notice that the bonus consideration paid for the majority of this leases is unknown. Most of these leases are relatively old, and the information contained in the lease files Cody received from

7555 E. Hampden Avenue • Suite 600 • Denver, Colorado 80231 • (303) 695-3600 • Fax (303) 695-3650

COBY ENERGY, INC.
7555 EAST HAMPDEN AVE SUITE 600
DENVER, CO 80231

CHECK NO: 00000067

Operating Account

VENDOR: Texas General Land Office

Invoice Date	Invoice Number	Description	Net Amount
		Processing fee for Oil and Gas Lease 96004341 170	100.00
		TOTALS	100.00

CHECK DATE: 09/06/95 VENDOR NO:

RECEIVED
SEP 26 1995
ENERGY RESOURCES

(5) MF 96653
ITEM Letter
TO
FROM
DATE 9-7-95

CODY ENERGY, INC.

VIA FEDERAL EXPRESS

September 25, 1995

Mr. Drew Reid
Landman, Lease Administration
Energy Resources
Texas General Land Office
Stephen F. Austin Bldg.
1700 N. Congress Avenue
Austin, Texas 78701-1495

Re: Oil & Gas Lease Application
60.00 acres, m/l, State Hwy. 21, Brazos County, Texas

Dear Mr. Reid:

Enclosed is Cody Energy, Inc.'s check No. 0000086 in the amount of $3,600.00 representing bonus consideration for a paid up Oil and Gas Lease as set forth in Cody's lease application dated September 7, 1995.

In accordance with your conversation with Mr. Al Schmoltzer, please limit this lease to cover horizons from the surface to 100' below the base of the Austin Chalk formation.

If you have any questions concerning this matter, please contact me at (303) 695-3655. Thank you for your assistance.

Very truly yours,

CODY ENERGY, INC.

Laura B. Smith

Laura B. Smith
Senior Landman

RECEIVED
SEP 26 1995

7555 E. Hampden Avenue • Suite 600 • Denver, Colorado 80231 • (303) 695-3600 • Fax (303) 695-3650

CODY ENERGY, INC.

7555 EAST HAMPDEN AVE SUITE 600
DENVER, CO 80231

CHECK NO: 00000086

Operating Account

VENDOR: Texas General Land

Invoice Date	Invoice Number	Description	Net Amount
		Bonus consideration for oil and gas lease covering Texas State Hwy 21 throughout Kurten Woodbine Unit covering approximately 60 acres. 96004410	3,600.00
			170
		TOTALS	3,600.00

CHECK DATE: 09/20/95 VENDOR NO:

RECEIVED
SEP 26 1995

(6) MF 96655
ITEM letter
TO
FROM
DATE 9-25-95

CODY ENERGY, INC.

VIA FEDERAL EXPRESS

November 27, 1995

Mr. Drew Reid
Landman, Lease Administration
Energy Resources
Texas General Land Office
Stephen F. Austin Bldg.
1700 N. Congress Avenue
Austin, Texas 78701-1495

Re: M-96655
84.00 acres, m/l, State Hwy. 21, Brazos County, Texas

Dear Mr. Reid:

In accordance with your telephone conversation with Laura Smith, enclosed is Cody Energy, Inc.'s check No. 0000146 in the amount of $1,515.65 representing additional bonus consideration and sales tax for the above referenced paid up Oil and Gas Lease.

If you have any questions concerning this matter, please contact me at (303) 695-3762.

Very truly yours,

CODY ENERGY, INC.

Rhonda C. Holtgreive

Rhonda C. Holtgreive
Land Technician

Enclosure

7555 E. Hampden Avenue • Suite 600 • Denver, Colorado 80231 • (303) 695-3600 • Fax (303) 695-3650

CODY ENERGY, INC.

7555 EAST HAMPDEN AVE SUITE 600
DENVER, CO 80231

CHECK NO: 00000146

Operating Account

VENDOR:

Invoice Date	Invoice Number	Description	Net Amount
		Additional Bonus consideration + sales tax for Oil & Gas Lease covering Texas State Highway 21 - covering approx. 84 acres	1,440.00 75.65
			96017516
		TOTALS	1,515.65

RECEIVED
NOV 28 1995
ENERGY RESOURCES

170

CHECK DATE: 11/27/95 VENDOR NO:

(1.) MF 96655
ITEM letter
TO
FROM
DATE 11-27-95

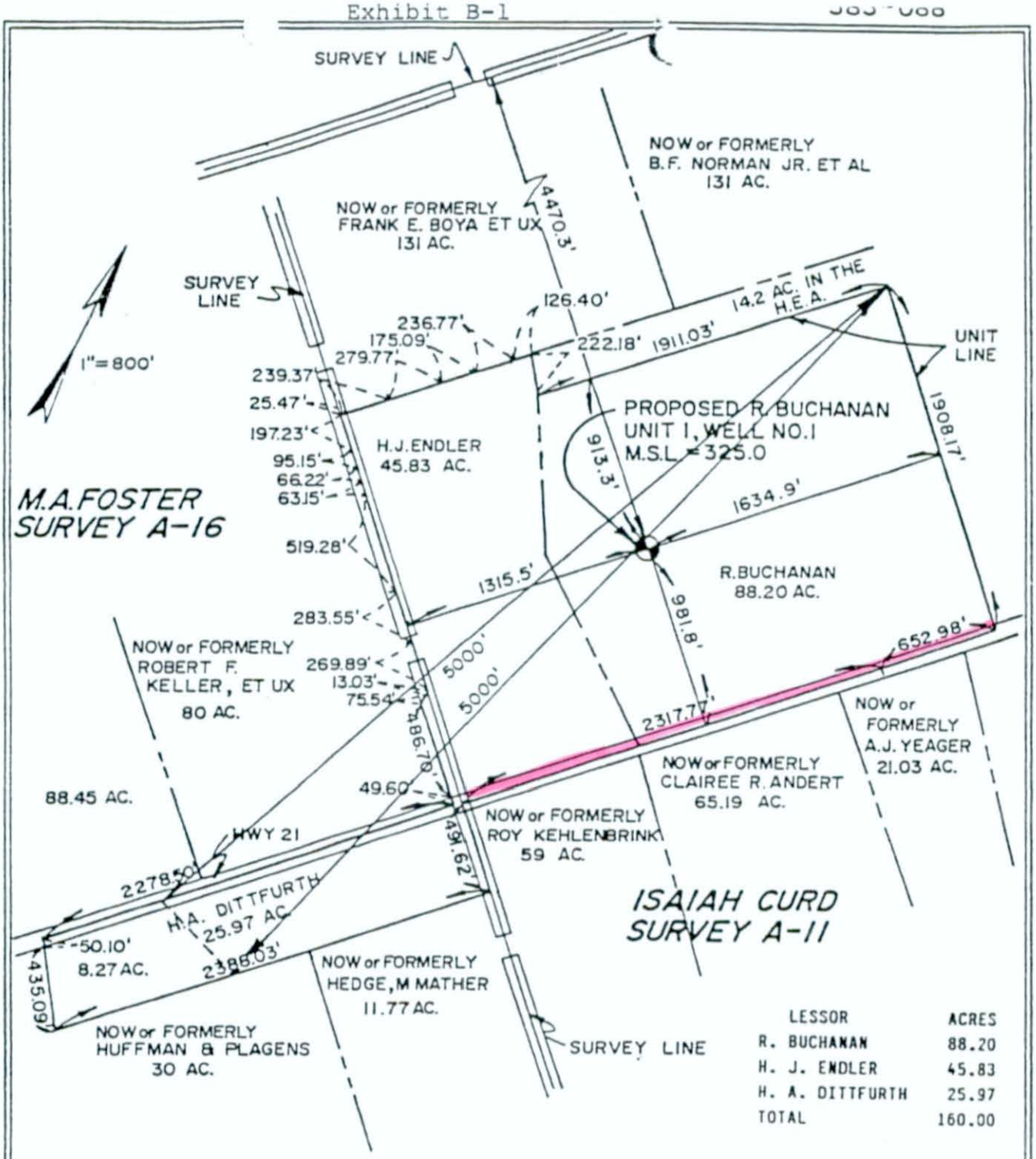
DESCRIPTION OF RIGHT OF WAY OF PROPOSED STATE LEASE

TRACT NO. 1

All of the lands in and under the State of Texas Highway Number 21 (US 190) situated in Brazos County, Texas within the Isiah Curd Survey, A-11 and the J. Seale Survey, A-214, being a strip land of varying widths containing _____ acres of land, more or less, and being more particularly described as being bounded on the southwest by the southwestern boundary line of the Isiah Curd Survey, A-11, which line is designated Engineer's Center Line Station Number 1393 + 12 on Right Of Way Map of State Highway No. (21) US 190, the original of which map is in the Office of the Resident Engineer, Right of Way Department of the State of Texas Department of Transportation in Bryan, Texas, and is bounded on the northeast by the southwestern boundary line of the State of Texas Oil and Gas Lease number M-95739 dated March 15, 1994, The Commissioner of the General Land Office of the State of Texas, Lessor and Chevron U.S.A., Lessee, as amended, which Lease contains 12.61 acres of land and is recorded in Volume 2097 at Page 223 of the Official Records of Brazos County, Texas.

TRACT NO. 2

All of the lands in and under the State of Texas Highway Number 21 (US 190) situated within the following listed Surveys, all of which are located in Brazos County, Texas: the H. Nevelle Survey, A-184; the H. Nevelle Survey, A-185; the Jas. Prewitt Survey, A-94; and, the J. K. Davis Survey, A-103. Said tract being a strip of land of varying widths containing ____ acres of land, more or less, and is more particularly described as being bounded on the southwest by the northeastern line of the above referenced State of Texas Oil and Gas Lease No. M-95739, which northeastern line is designated Engineer's Center Line Station Number 1669 + 85.00 on said above referenced Right Of Way Map and being bounded on the northeast by the southwest boundary line of the J. K. Davis Survey, A-103, said line being designated Engineer's Center Line Station Number 1748 + 80 on said Right Of Way Map.



LESSOR	ACRES
R. BUCHANAN	88.20
H. J. ENDLER	45.83
H. A. DITTFURTH	25.97
TOTAL	160.00

STATE OF TEXAS
EDSEL JAY BURKHART
2715
REGISTERED PUBLIC SURVEYOR

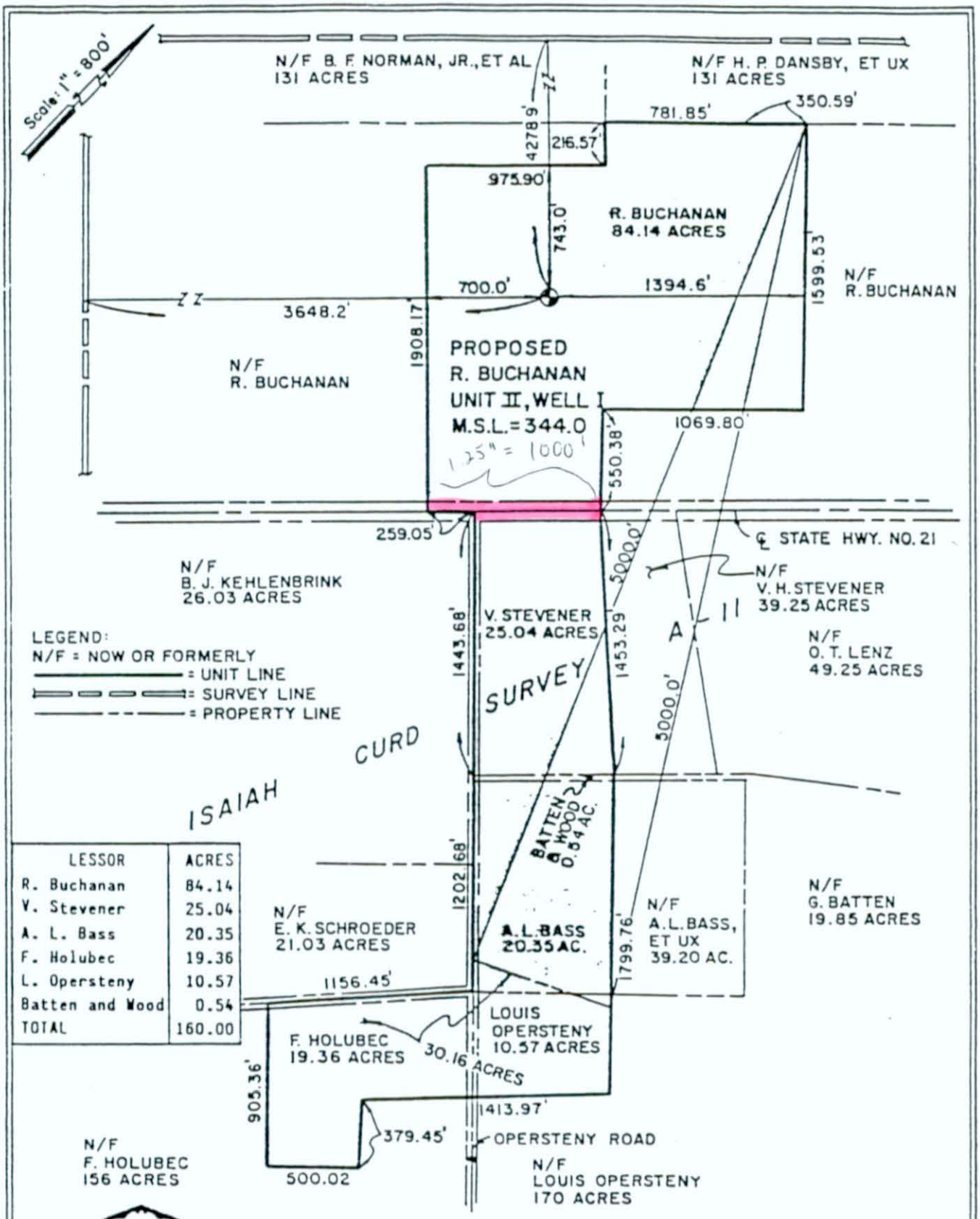
PREPARED FROM SURVEY MADE UNDER MY SUPERVISION IN AUGUST 1983.

BY: _____
EDSEL JAY BURKHART,
R. P. S. NO. 2715

GULF OIL CORPORATION
HOUSTON PRODUCTION DISTRICT
R. BUCHANAN UNIT 1/160 ACRES
LOCATION PLAT WELL NO. 1
KURTEN FIELD
ISAIAH CURD SURVEY, A-11
M. A. FOSTER SURVEY, A-16
BRAZOS COUNTY, TEXAS

Exhibit B-1 383 - 089

(B)



LESSOR	ACRES
R. Buchanan	84.14
V. Stevener	25.04
A. L. Bass	20.35
F. Holubec	19.36
L. Opersteny	10.57
Batten and Wood	0.54
TOTAL	160.00

STATE OF TEXAS
EDSEL JAY BURKHART
2715
REGISTERED
PUBLIC SURVEYOR

PREPARED FROM SURVEY MADE UNDER MY SUPERVISION IN AUGUST, 1983.

BY .....
EDSEL JAY BURKHART,
R. P. S. NO. 2715

GULF OIL CORPORATION
HOUSTON PRODUCTION DISTRICT
R. BUCHANAN UNIT II/160 ACRES
LOCATION PLAT WELL NO. I
KURTEN FIELD
ISAIAH CURD SURVEY, A-11
BRAZOS COUNTY, TEXAS

SPENCER J. BUCHANAN AND ASSOCIATES, INC.

(c) 6.33 ac.

MOORE & PETERSON
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

2400 ONE DALLAS CENTRE
DALLAS, TEXAS 75201
TELEPHONE 214/651-1721

NOTED
JUL 30 1980
NEIL O. BOWMAN

TELECOPIER 214/651-9787
TWX 910/861-9168
CABLE ADDRESS MOPETE

July 28, 1980

The Gulf Companies
c/o Claude E. Upchurch
P. O. Box 3725
Houston, Texas 77001

Re: Division Order Title Opinion Covering the Beard Unit No. 1, Brazos County, Texas (the "Unit")

Gentlemen:

At your request, with respect to the tracts of land comprising the Unit, we have reviewed the survey tract books (the "Survey Tract Books") of the Brazos County Abstract Company in Bryan, Texas, and the instruments listed in the Survey Tract Books, which, based upon the notations therein, appear to relate to the tracts of land comprising the Unit, in an attempt to ascertain title to the oil and gas production from the Unit. Based solely on the instruments examined, we find, subject to the objections, comments and the satisfaction of the requirements set out below that title to the oil and gas production from the Unit was vested as of March 25, 1980, at 5:00 p.m. as hereinafter set forth under "OWNERSHIP OF PRODUCTION".

The Unit was created by a pooling declaration recorded in Volume 432, Page 648 of the Deed Records of Brazos County, Texas and filed for record on September 4, 1979. This pooling declaration pooled the lands and leases comprising the Unit in the Kurten (Woodbine) Formation. Subsequently, on November 8, 1979, a second pooling declaration covering the same lands was recorded in Volume 438, Page 236 of the Deed Records of Brazos County, Texas. This second pooling declaration pooled the lands and leases comprising the Unit in the Kurten (Austin Chalk) Formation. For purposes of this opinion the Unit shall be deemed to have been created by both pooling declarations. We have been advised by Paul E. Cameron, Jr., Inc. that the date of first production from the Unit was January 14, 1980. The Unit covers the following described property:

> A 160 acre tract or parcel of land lying and being situated in the Isaiah Curd League, Abstract No. 11, Brazos County, Texas and being more particularly described as follows:

Tract 8

BEGINNING at the west corner of the Isaiah Curd League, Abstract No. 11;

THENCE S 45° 00' 00" E along the southwest line of the Isaiah Curd League, A-11, for an approximate distance of 5325.00 feet to a point for corner in the centerline of State Highway No. 21;

THENCE N 45° 00' 00" E along the centerline of State Highway No. 21 for a distance of 3950.00 feet to a point for the PLACE OF BEGINNING of the herein described tract of land.

THENCE N 45° 00' 00" W for a distance of 550.00 feet to a point for corner;

THENCE N 45° 00' 00" E for a distance of 2848.43 feet to a point for corner;

THENCE S 45° 00' 00" E for a distance of 2001.28 feet to a point for corner;

THENCE S 45° 00' 00" W for a distance of 2140.84 feet to a point for corner;

THENCE S 45° 00' 00" E for a distance of 1793.60 feet to a point for corner;

THENCE S 45° 00' 00" W for a distance of 707.59 feet to a point for corner;

THENCE N 45° 00' 00" W for a distance of 3244.88 feet to the PLACE OF BEGINNING, containing 160 acres of land, more or less.

The Unit is composed of the following tracts:

Tract No. 1: 27.37 acres of the E. M. Beard 175 acre tract;

Tract No. 2: 5.96 acres of the W. F. Odom 317 acre tract;

Tract No. 3: 26.73 acres of the R. B. Buchanan 248.52 acre tract;

Tract No. 4(a): All of the Ollie T. Lenz 39.25 acre tract;

Tract No. 4(b): All of the Ollie T. Lenz 10.00 acre tract;

Tract No. 5: 9.80 acres of the Louis Opersteny 170.00 acre tract;

Tract No. 6: 18.85 acres of the Rudolph E. Frieda 38.26 acre tract;

Tract No. 7: 0.49 acres of the Carroll Wood and George Batten 0.99 acre tract;

Tract No. 8: 15.22 acres of the Victoria Stevener 39.25 acre tract.

Tract No. 9: All of the Texas State Highway Department 6.33 acre tract.

OWNERSHIP OF PRODUCTION

Tract No. 1

1. Acres in Unit: 27.37

2. Unit Participation: .1710625

3. Oil and Gas Lease(s):

   a. ABP Lease No. 10138
   b. Lessor: Eugene M. Beard, et ux, and the Veteran's Land Board
   c. Date: September 16, 1974
   d. Primary Term: Five (5) Years
   e. Recording Data: Volume 22, Page 93 of the Oil & Gas Lease Records of Brazos County, Texas, as amended by that certain Amendment of Oil and Gas Lease recorded in Volume 386, Page 890 of the Deed Records of Brazos County, Texas
   f. Royalty: 1/8th
   g. Overriding Royalty:

Public Lands Royalty Trust	3.125%
E. Lewis Huber	1.20625%
Richard P. Brooks	.45%
Charles A. McLarty, Jr.	.234375%
Camoco Corporation	.234375%
Hi Lo Holding, Ltd.	1.5%
Portobello Petroleum, Ltd.	.5%

	Oro Brazos Minerals (C.V.)	1.0%
	Rio Negro Minerals (C.V.)	1.171875%
	Patrick Petroleum Corporation of Michigan	.1171875%
	Patrick Oil and Gas Corp. 1974 Drilling Program Limited Partnership No. 2	2.2265625%
	Don L. Hall	.64%
h. Leasehold Interest:	Royalite Oil Company Inc.	64%
	Prodeco Oil & Gas Co., Ltd.	36%

4. Division of Revenues:

Royalty

Name	Percentage Interest
Eugene M. Beard	6.25%
Martha Lillian Beard Brockman	3.125%
Mary Eugenia Beard Clayton	3.125%

Overriding Royalty

Name	Percentage Interest
Public Lands Royalty Trust	3.125%
E. Lewis Huber	1.20625%
Richard P. Brooks	.45%
Charles A. McLarty, Jr.	.234375%
Camoco Corporation	.234375%
Hi Lo Holding, Ltd.	1.5%
Portobello Petroleum Ltd.	.5%
Oro Brazos Minerals (C.V.)	1.0%
Rio Negro Minerals (C.V.)	1.171875%
Patrick Petroleum Corporation of Michigan	.1171875%
Patrick Oil and Gas Corp. 1974 Drilling Program Limited Partnership No. 2	2.2265625%
Don L. Hall	.64%

Leasehold Interest

Name	Percentage Interest
Royalite Oil Company Inc.	48.0604%
Prodeco Oil & Gas Co., Ltd. (See Comment 4 below)	27.033975%

Tract No. 2

1. Acres in Unit: 5.96

2. Unit Participation: .03725

3. Oil and Gas Lease(s):

   a. ABP Lease No. 10114
   b. Lessor: W. F. Odom
   c. Date: August 27, 1974
   d. Primary Term: Five (5) Years
   e. Recording Data: Volume 22, Page 87 of the Oil & Gas Lease Records of Brazos County, Texas, as amended by that certain Oil and Gas Lease recorded in Volume 22, Page 514 of the Oil and Gas Lease Records of Brazos County, Texas
   f. Royalty: 1/8th
   g. Overriding Royalty:

Public Lands Royalty Trust	3.125%
E. Lewis Huber	1.20625%
Richard P. Brooks	.45%
Charles A. McLarty, Jr.	.234375%
Camoco Corporation	.234375%
Hi Lo Holding, Ltd.	1.5%
Portobello Petroleum Ltd.	.5%
Oro Brazos Minerals (C.V.)	1.0%
Rio Negro Minerals (C.V.)	1.171875%
Patrick Petroleum Corporation of Michigan	.1171875%
Patrick Oil and Gas Corp. 1974 Drilling Program Limited Partnership No. 2	2.2265625%
Janice Carol Hall Robertson	.32%
Bradley F. Hall	.32%

   h. Leasehold Interest:

Royalite Oil Company Inc.	64%
Prodeco Oil & Gas Co., Ltd.	36%

4. Division of Revenues:

Royalty

Name	Percentage Interest
W. F. Odom	12.5%

Overriding Royalty

Name	Percentage Interest
Public Lands Royalty Trust	3.125%
E. Lewis Huber	1.20625%
Richard P. Brooks	.45%
Charles A. McLarty, Jr.	.234375%
Camoco Corporation	.234375%
Hi Lo Holding, Ltd.	1.5%
Portobello Petroleum Ltd.	.5%
Oro Brazos Minerals (C.V.)	1.0%
Rio Negro Minerals (C.V.)	1.171875%
Patrick Petroleum Corporation of Michigan	.1171875%
Patrick Oil and Gas Corp. 1974 Drilling Program Limited Partnership No. 2	2.2265625%
Janice Carol Hall Robertson	.32%
Bradley F. Hall	.32%

Leasehold Interest

Name	Percentage Interest
Royalite Oil Company Inc.	48.0604%
Prodeco Oil & Gas Co., Ltd. (See Comment 4 below)	27.033975%

Tract No. 3

1. Acres in Unit: 26.73

2. Unit Participation: .1670625

3. Oil and Gas Lease(s):

   a. ABP Lease No. 10104
   b. Lessor: Raymond B. Buchanan, et ux
   c. Date: September 5, 1974
   d. Primary Term: Five (5) Years
   e. Recording Data: Volume 22, Page 232 of the Oil & Gas Lease Records of Brazos County, Texas, as amended by Correction Oil and Gas Lease recorded in Volume 22, Page 546 of the Oil & Gas Lease Records of Brazos County, Texas
   f. Royalty: 1/8th
   g. Overriding Royalty: Public Lands Royalty Trust 3.125%

	E. Lewis Huber	1.20625%
	Richard P. Brooks	.45%
	Charles A. McLarty, Jr.	.234375%
	Camoco Corporation	.234375%
	Hi Lo Holding, Ltd.	1.5%
	Portobello Petroleum Ltd.	.5%
	Oro Brazos Minerals (C.V.)	1.0%
	Rio Negro Minerals (C.V.)	1.171875%
	Patrick Petroleum Corporation of Michigan	.1171875%
	Patrick Oil and Gas Corp. 1974 Drilling Program Limited Partnership No. 2	2.2265625%
	Don L. Hall	.64%
h. Leasehold Interest:	Royalite Oil Company Inc.	64%
	Prodeco Oil & Gas Co., Ltd.	36%

4. Division of Revenues:

Royalty

Name	Percentage Interest
Mrs. Mary S. Buchanan	12.5%

Overriding Royalty

Name	Percentage Interest
Public Lands Royalty Trust	3.125%
E. Lewis Huber	1.20625%
Richard P. Brooks	.45%
Charles A. McLarty, Jr.	.234375%
Camoco Corporation	.234375%
Hi Lo Holding, Ltd.	1.5%
Portobello Petroleum Ltd.	.5%
Oro Brazos Minerals (C.V.)	1.0%
Rio Negro Minerals (C.V.)	1.171875%
Patrick Petroleum Corporation of Michigan	.1171875%
Patrick Oil and Gas Corp. 1974 Drilling Program Limited Partnership No. 2	2.2265625%
Don L. Hall	.64%

Leasehold Interest

Name	Percentage Interest
Royalite Oil Company Inc.	48.0604%
Prodeco Oil & Gas Co., Ltd. (See Comment 4 below)	27.033975%

Tract No. 4(a)

1. Acres in Unit: 39.25

2. Unit Participation: .2453125

3. Oil and Gas Lease(s):

   a. ABP Lease No. 10149
   b. Lessor: Ollie T. Lenz and wife, Evelyn H. Lenz
   c. Date: September 30, 1974
   d. Primary Term: Five (5) Years
   e. Recording Data: Volume 22, Page 134 of the Oil & Gas Lease Records of Brazos County, Texas, as amended by Correction Oil and Gas Lease recorded in Volume 22, Page 561 of the Oil & Gas Lease Records of Brazos County, Texas
   f. Royalty: 1/8th
   g. Overriding Royalty:

Public Lands Royalty Trust	3.125%
E. Lewis Huber	1.20625%
Richard P. Brooks	.45%
Charles A. McLarty, Jr.	.234375%
Camoco Corporation	.234375%
Hi Lo Holding, Ltd.	1.5%
Portobello Petroleum Ltd.	.5%
Oro Brazos Minerals (C.V.)	1.0%
Rio Negro Minerals (C.V.)	1.171875%
Patrick Petroleum Corporation of Michigan	.1171875%
Patrick Oil and Gas Corp. 1974 Drilling Program Limited Partnership No. 2	2.2265625%
Don L. Hall	.64%

   h. Leasehold Interest:

Royalite Oil Company Inc.	64%
Prodeco Oil & Gas Co., Ltd.	36%

4. Division of Revenues:

Royalty

Name	Percentage Interest
Evelyn Holubec Lenz	12.5%

Overriding Royalty

Name	Percentage Interest
Public Lands Royalty Trust	3.125%
E. Lewis Huber	1.20625%
Richard P. Brooks	.45%
Charles A. McLarty, Jr.	.234375%
Camoco Corporation	.234375%
Hi Lo Holding, Ltd.	1.5%
Portobello Petroleum Ltd.	.5%
Oro Brazos Minerals (C.V.)	1.0%
Rio Negro Minerals (C.V.)	1.171875%
Patrick Petroleum Corporation of Michigan	.1171875%
Patrick Oil and Gas Corp. 1974 Drilling Program Limited Partnership No. 2	2.2265625%
Don L. Hall	.64%

Leasehold Interest

Name	Percentage Interest
Royalite Oil Company Inc.	48.0604%
Prodeco Oil & Gas Co., Ltd. (See Comment 4 below)	27.033975%

Tract No. 4(b)

1. Acres in Unit: 10.00

2. Unit Participation: .0625

3. Oil and Gas Lease(s):

a. ABP Lease No. 10149
b. Lessor: Ollie T. Lenz and wife, Evelyn Holubec Lenz
c. Date: September 30, 1974
d. Primary Term: Five (5) Years

e. Recording Data: Volume 22, Page 134 of the Oil & Gas Lease Records of Brazos County, Texas, as amended by Correction Oil and Gas Lease recorded in Volume 22, Page 561 of the Oil & Gas Lease Records of Brazos County, Texas

f. Royalty: 1/8th

g. Overriding Royalty:

Public Lands Royalty Trust	3.125%
E. Lewis Huber	1.20625%
Richard P. Brooks	.45%
Charles A. McLarty, Jr.	.234375%
Camoco Corporation	.234375%
Hi Lo Holding, Ltd.	1.5%
Portobello Petroleum Ltd.	.5%
Oro Brazos Minerals (C.V.)	1.0%
Rio Negro Minerals (C.V.)	1.171875%
Patrick Petroleum Corporation of Michigan	.1171875%
Patrick Oil and Gas Corp. 1974 Drilling Program Limited Partnership No. 2	2.2265625%
Don L. Hall	.64%

h. Leasehold Interest:

Royalite Oil Company Inc.	64%
Prodeco Oil & Gas Co., Ltd.	36%

4. Division of Revenue:

Royalty

Name	Percentage Interest
Ollie T. Lenz and Evelyn H. Lenz	12.5%

Overriding Royalty

Name	Percentage Interest
Public Lands Royalty Trust	3.125%
E. Lewis Huber	1.20625%
Richard P. Brooks	.45%
Charles A. McLarty, Jr.	.234375%
Camoco Corporation	.234375%
Hi Lo Holding, Ltd.	1.5%
Portobello Petroleum Ltd.	.5%
Oro Brazos Minerals (C.V.)	1.0%
Rio Negro Minerals (C.V.)	1.171875%
Patrick Petroleum Corporation of Michigan	.1171875%

Patrick Oil and Gas Corp. 1974 Drilling Program Limited Partnership No. 2	2.2265625%
Don L. Hall	.64%

Leasehold Interest

Name	Percentage Interest
Royalite Oil Company, Inc.	48.0604%
Prodeco Oil & Gas Co., Ltd. (See Comment 4 below)	27.033975%

Tract No. 5

1. Acres in Unit: 9.80

2. Unit Participation: .06125

3. Oil and Gas Lease(s):

   a. ABP Lease No. 10117
   b. Lessor: Louis Opersteny, et al
   c. Date: September 27, 1974
   d. Primary Term: Five (5) Years
   e. Recording Data: Volume 22, Page 128 of the Oil & Gas Lease Records of Brazos County, Texas, as amended by that certain Correction Oil and Gas Lease recorded in Volume 22, Page 496 of the Oil and Gas Lease Records of Brazos County, Texas
   f. Royalty: 1/8th
   g. Overriding Royalty:

Public Lands Royalty Trust	3.125%
E. Lewis Huber	1.20625%
Richard P. Brooks	.45%
Charles A. McLarty, Jr.	.234375%
Camoco Corporation	.234375%
Hi Lo Holding, Ltd.	1.5%
Portobello Petroleum Ltd.	.5%
Oro Brazos Minerals (C.V.)	1.0%
Rio Negro Minerals (C.V.)	1.171875%
Patrick Petroleum Corporation of Michigan	.1171875%
Patrick Oil and Gas Corp. 1974 Drilling Program Limited Partnership No. 2	2.2265625%
Don L. Hall	.64%

h. Leasehold Interest: Royalite Oil Company Inc. 64%
Prodeco Oil & Gas Co., Ltd. 36%

4. Division of Revenues:

Royalty

Name	Percentage Interest
Louis A. Opersteny	5.75%
Irene Opersteny Marucci	3.375%
Joyce Opersteny Sikorski	3.375%

Overriding Royalty

Name	Percentage Interest
Public Lands Royalty Trust	3.125%
E. Lewis Huber	1.20625%
Richard P. Brooks	.45%
Charles A. McLarty, Jr.	.234375%
Camoco Corporation	.234375%
Hi Lo Holding, Ltd.	1.5%
Portobello Petroleum Ltd.	.5%
Oro Brazos Minerals (C.V.)	1.0%
Rio Negro Minerals (C.V.)	1.171875%
Patrick Petroleum Corporation of Michigan	.1171875%
Patrick Oil and Gas Corp. 1974 Drilling Program Limited Partnership No. 2	2.2265625%
Don L. Hall	.64%

Leasehold Interest

Name	Percentage Interest
Royalite Oil Company Inc.	48.0604%
Prodeco Oil & Gas Co., Ltd. (See Comment 4 below)	27.033975%

Tract No. 6

1. Acres in Unit: 18.85

2. Unit Participation: .1178125

3. Oil and Gas Lease(s):

a. ABP Lease No. 10135
b. Lessor: Alton L. Blase, et ux
c. Date: September 30, 1974
d. Primary Term: Five (5) Years
e. Recording Data: Volume 22, Page 131 of the Oil & Gas Lease Records of Brazos County, Texas, as amended by Correction Oil and Gas Lease recorded in Volume 22, Page 576 of the Oil & Gas Lease Records of Brazos County, Texas
f. Royalty: 1/8th
g. Overriding Royalty:

Public Lands Royalty Trust	3.125%
E. Lewis Huber	1.20625%
Richard P. Brooks	.45%
Charles A. McLarty, Jr.	.234375%
Camoco Corporation	.234375%
Hi Lo Holding, Ltd.	1.5%
Portobello Petrolem Ltd.	.5%
Oro Brazos Minerals (C.V.)	1.0%
Rio Negro Minerals (C.V.)	1.171875%
Patrick Petroleum Corporation of Michigan	.1171875%
Patrick Oil and Gas Corp. Drilling Program Limited Partnership No. 2	2.2265625%
Don L. Hall	.64%

h. Leasehold Interest:

Royalite Oil Company Inc.	64%
Prodeco Oil & Gas Co., Ltd.	36%

4. Division of Revenues:

Royalty

Name	Percentage Interest
Rudolph E. Frieda	12.5%

Overriding Royalty

Name	Percentage Interest
Public Lands Royalty Trust	3.125%
E. Lewis Huber	1.20625%

Richard P. Brooks	.45%
Charles A. McLarty, Jr.	.234375%
Camoco Corporation	.234375%
Hi Lo Holding, Ltd.	1.5%
Portobello Petroleum Ltd.	.5%
Oro Brazos Minerals (C.V.)	1.0%
Rio Negro Minerals (C.V.)	1.171875%
Patrick Petroleum Corporation of Michigan	.1171875%
Patrick Oil and Gas Corp. 1974 Drilling Program Limited Partnership No. 2	2.2265625%
Don L. Hall	.64%

Leasehold Interest

Name	Percentage Interest
Royalite Oil Company Inc.	48.0604%
Prodeco Oil & Gas Co., Ltd. (See Comment 4 below)	27.033975%

Tract No. 7

1. Acres in Unit: 0.49

2. Unit Participation: .0030625

3. Oil and Gas Lease(s):

I.

(Undivided one-half (1/2) interest)

a. ABP Lease No. 10579
b. Lessor: Carroll Wood, et ux
c. Date: December 29, 1976
d. Primary Term: Five (5) Years
e. Recording Data: Volume 24, Page 815 of the Oil & Gas Lease Records of Brazos County, Texas
f. Royalty: 1/8th
g. Overriding Royalty: Hi Lo Holding, Ltd. 1.5%
Bellport Resources, Ltd. 1.5%
Don L. Hall .64%
h. Leasehold Interest: Royalite Oil Company Inc. 64%
Prodeco Oil & Gas Co., Ltd. 36%

II.

(Undivided one-half (1/2) interest)

a. ABP Lease No. 10580
b. Lessor: George Batten, et ux
c. Date: December 28, 1976
d. Primary Term: Five (5) Years
e. Recording Data: Volume 24, Page 813 of the Oil & Gas Lease Records of Brazos County, Texas
f. Royalty: 1/8th
g. Overriding Royalty: Hi Lo Holding, Ltd. 1.5%
Bellport Resources, Ltd. 1.5%
Don L. Hall .64%
h. Leasehold Interest: Royalite Oil Company, Inc. 64%
Prodeco Oil & Gas Co., Ltd. 36%

4. Division of Revenues:

Royalty

Name	Percentage Interest
Carroll Wood and wife, Frances Mary Wood	6.25%
George Batten and wife, Kay Batten	6.25%

Overriding Royalty

Hi Lo Holding, Ltd.	1.5%
Bellport Resources, Ltd.	1.5%
Don L. Hall	.64%

Leasehold Interest

Name	Percentage Interest
Royalite Oil Company Inc.	53.6704%
Prodeco Oil & Gas Co., Ltd. (See Comment 4 below)	30.1896%

Tract No. 8

1. Acres in Unit: 15.22

2. Unit Participation: .095125

3. Oil and Gas Lease(s):

a. ABP Lease No. 10124
b. Lessor: Leon W. Stevener, et ux
c. Date: September 27, 1974
d. Primary Term: Five (5) Years
e. Recording Data: Volume 22, Page 248 of the Oil & Gas Lease Records of Brazos County, Texas, as amended by Correction Oil and Gas Lease recorded in Volume 22, Page 533 of the Oil & Gas Lease Records of Brazos County, Texas
f. Royalty: 1/8th
g. Overriding Royalty:

Public Lands Royalty Trust	3.125%
E. Lewis Huber	1.20625%
Richard P. Brooks	.45%
Charles A. McLarty, Jr.	.234375%
Camoco Corporation	.234375%
Hi Lo Holding, Ltd.	1.5%
Portobello Petroleum Ltd.	.5%
Oro Brazos Minerals (C.V.)	1.0%
Rio Negro Minerals (C.V.)	1.171875%
Patrick Petroleum Corporation of Michigan	.1171875%
Patrick Oil and Gas Corp. 1974 Drilling Program Limited Partnership No. 2	2.2265625%
Don L. Hall	.64%

h. Leasehold Interest:

Royalite Oil Company Inc.	64%
Prodeco Oil & Gas Co., Inc.	36%

4. Division of Revenues:

Royalty

Name	Percentage Interest
Victoria Holubec Stevener	12.5%

Overriding Royalty

Name	Percentage Interest
Public Lands Royalty Trust	3.125%
E. Lewis Huber	1.20625%
Richard P. Brooks	.45%
Charles A. McLarty, Jr.	.234375%
Camoco Corporation	.234375%
Hi Lo Holding, Ltd.	1.5%

Portobello Petroleum Ltd.	.5%
Oro Brazos Minerals (C.V.)	1.0%
Rio Negro Minerals (C.V.)	1.171875%
Patrick Petroleum Corporation of Michigan	.1171875%
Patrick Oil and Gas Corp. 1974 Drilling Program Limited Partnership No. 2	2.2265625%
Don L. Hall	.64%

Leasehold Interest

Name	Percentage Interest
Royalite Oil Company Inc.	48.0604%
Prodeco Oil & Gas Co., Ltd. (See Comment 4 below)	27.033975%

Tract No. 9

1. Acres in Unit: 6.33

2. Unit participation: .0395625

3. Oil and Gas Lease(s): Not under lease

4. Division of Revenues: See Comment 8 below

OBJECTIONS, COMMENTS AND REQUIREMENTS

1. From the instruments examined, it appears that certain of the tracts comprising the Unit are subject to various discrepancies with respect to the identity or capacity of parties to instruments and other apparent title problems. However, except as may be specifically noted below, such discrepancies and/or problems which may have constituted actual title defects did not involve a severance of minerals or parties who appeared to be subject to any disabilities and occurred twenty-five years or more prior to the effective date of this Opinion.

REQUIREMENT: You should satisfy yourself by affidavit or otherwise that any claims arising from such apparent discrepancies or defects are barred by limitation.

2. Certain of the tracts comprising the Unit are subject to oil and gas leases (other than those enumerated above) which have not been released of record but which are beyond their primary terms.

REQUIREMENT: You should satisfy yourself that such leases have not been maintained by production of oil or gas or otherwise. Mandie

3. We have been furnished with no materials concerning the payment of delay rentals on the leases comprising the Unit nor have we been furnished with any information with respect to operations on or production from any of such leases or from lands pooled therewith which would have maintained such leases during their primary terms or which would have extended such leases beyond their primary terms. lease records

REQUIREMENT: You should satisfy yourself that the leases have been maintained in accordance with their terms.

4. The leasehold interest of Prodeco Oil & Gas Co., Ltd. in the Unit is subject to an assignment of production contained in a deed of trust held by the Houston National Bank, recorded in Volume 229, Page 538 of the Deed of Trust Records of Brazos County, Texas.

REQUIREMENT: Payments attributable to Prodeco Oil & Gas Co., Ltd. from production in the Unit should be made to the Houston National Bank in Houston, Texas in accordance with the terms of the above-mentioned deed of trust. noted.

2 or 3 ?

5. Tract No. ~~3~~ was acquired by W. F. Odom through devise from F. C. Herrling, Jr. This devise of Tract No. 3 to W. F. Odom was for life "with absolute power to execute all kinds of leases, mineral or otherwise and to receive all rents and revenues" therefrom. F. C. Herrling's Will further provided that the remainder was to go to F. C. Herrling, Jr.'s wife, Hazel Herrling "if she is living, if not, to her heirs." Hazel Herrling predeceased W. F. Odom, therefore, the remainder interest in Tract No. 3 is now held by the heirs of Hazel Herrling.

REQUIREMENT: To provide for the proper distribution of royalties following the death of the life tenant, you should obtain an affidavit of heirship on Hazel Herrling properly identifying her heirs. do

6. Certain of the tracts in the Unit are subject to vendor's liens and/or deeds of trust which appear to be unreleased and to have priority over the oil and gas leases comprising the Unit. However, with the exception of the liens specifically set forth below, the enforcement of such unreleased liens appears to have been barred by the applicable statutes of limitation:

(a) Deed of Trust on Tract No. 7, recorded in Volume 175, Page 369 of the Deed of Trust Records of Brazos County, Texas; and

(b) Deed of Trust on Tract No. 7, recorded in Volume 213, Page 77 of the Deed of Trust Records of Brazos County, Texas.

REQUIREMENT: You should obtain a release of the above-referenced deeds of trust or a subordination of the liens thereof to the oil and gas leases in the Unit affected thereby or otherwise assure yourself that the notes secured by such liens remain current and that there is full compliance with the terms and provisions of such deeds of trust. do

7. Tract No. 5 is subject to a Top Oil and Gas Lease to Spur Oil, Inc. which lease is recorded in Volume 35, Page 335 of the Oil and Gas Lease Records of Brazos County, Texas. This lease becomes effective upon the termination of existing oil and gas leases covering such tracts. noted

REQUIREMENT: None, advisory only.

8. Tract No. 9 is owned by the State Highway Department of the State of Texas and is not under lease.

REQUIREMENT: You should hold the proceeds of production attributable to such tract in suspense pending a determination of the proper disposition thereof. noted - do nothing

9. The opinions expressed herein are qualified by the following general comments:

a. We have made no physical inspection of the tracts of land comprising the Unit. To avoid possible claims based on use, possession and claims of persons adverse to the record title to such tracts, you should have an investigation made to determine the existence, if any, of such possible adverse claims. do

b. We have reviewed no surveys of the tracts comprising the Unit and this Opinion does not cover boundary disputes, conflicts with adjacent surveys, encroachments, protrusions, overlapping of improvements, matters of area or rights of persons in possession. noted

c. Our review has not covered the records of taxing agencies having authority to assess taxes against tracts of land do

comprising the Unit, nor has it included an independent review or examination of any abstracts of title, records in the Brazos County Clerk's office, state or federal court records, or any other records other than those instruments recorded in the Brazos County Clerk's office, which, based upon the notations in the Survey Tract Books, appear to relate to the tracts of land comprising the Unit. No representation or certification is made as to the accuracy of the Survey Tract Books.

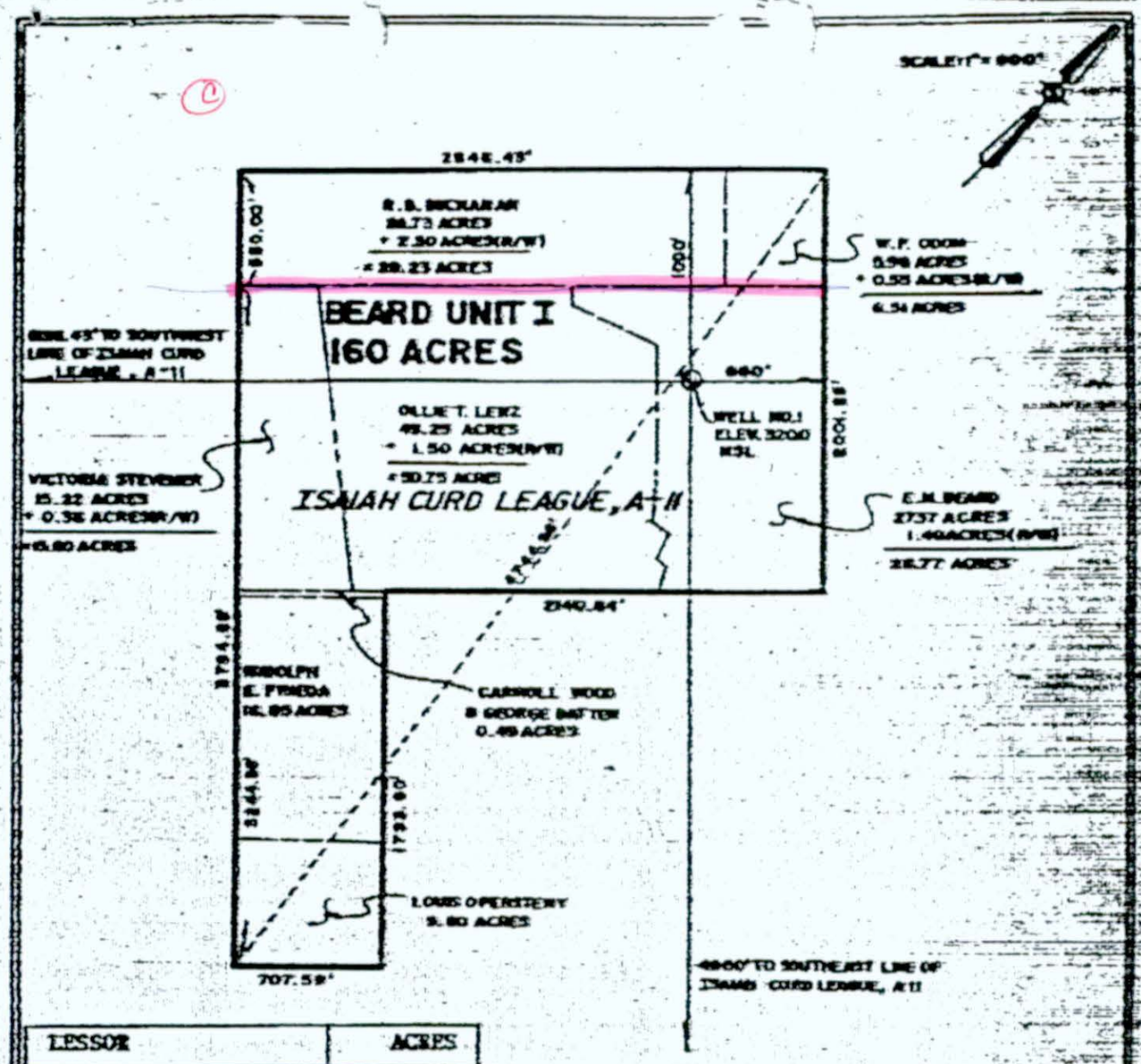
Very truly yours,

MOORE & PETERSON

By: Don E. Williams

Don E. Williams

DEW/sw



LESSOR	ACRES
E. M. BEARD	28.77
W. F. ODOM	6.51
R. B. BUCHANAN	29.23
OLLIE T. LENZ	50.75
LOUIS OPERSTEINY	9.80
RUDOLPH E. FRIEDA	18.85
CARROL WOOD AND GEORGE BATTEN	0.49
VICTORIA STEVENSER	15.60
TOTAL	160.00

AMALGAMATED BONANZA PETROLEUM, LTD.
BEARD UNIT NO. I
160 ACRES
ISAIAH CURD LEAGUE, A-11
BRAZOS COUNTY, TEXAS

STATE OF TEXAS
EDSEL J. BURKHART
7496
REGISTERED
PROFESSIONAL ENGINEER

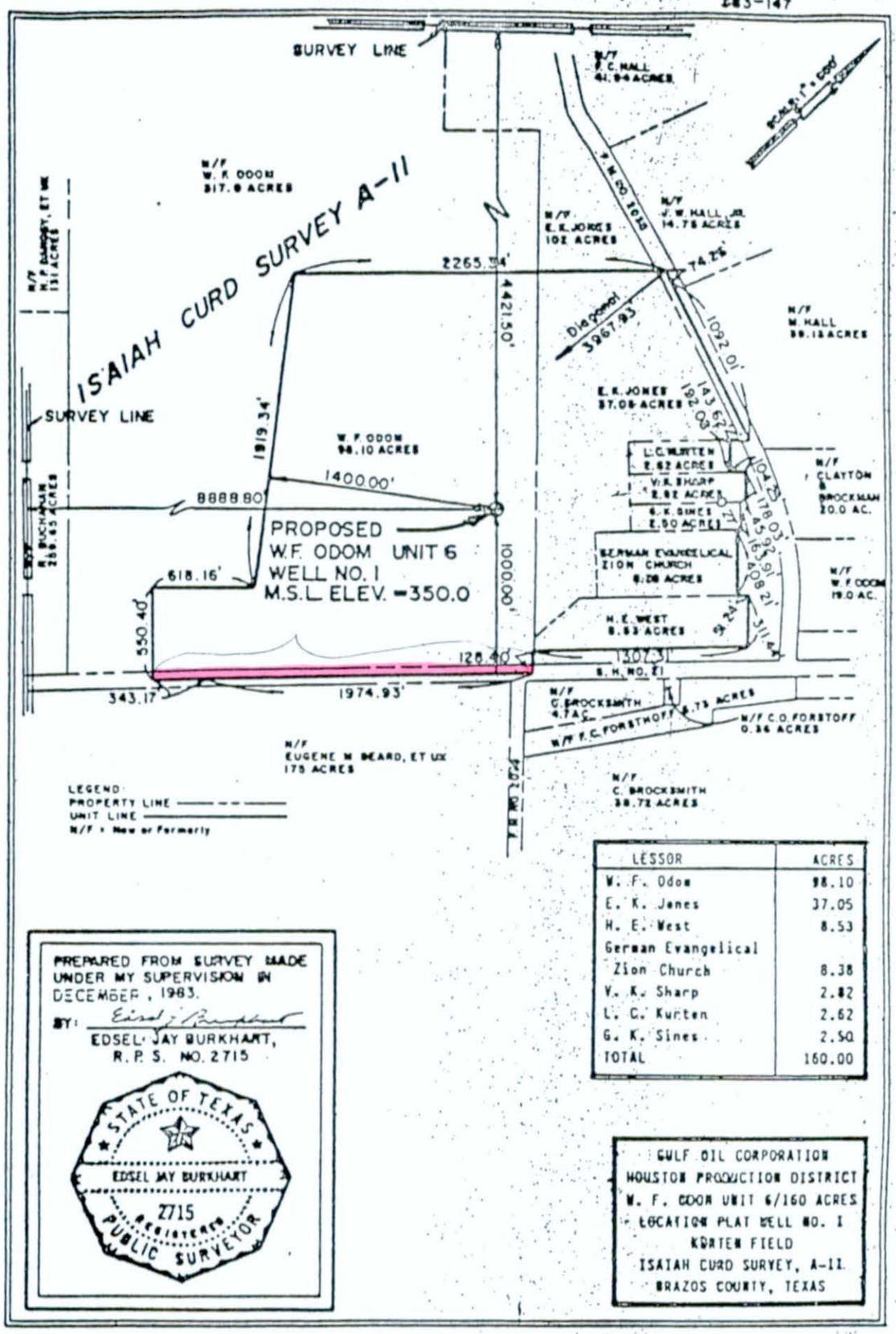
PREPARED FROM SURVEY MADE UNDER MY SUPERVISION IN SEPTEMBER, 1979

BY: Edsel J. Burkhart
EDSEL J. BURKHART, R.P.E. No. 7496

VOL 438 PAGE 241

EXHIBIT "B-1"

283-147



LESSOR	ACRES
W. F. Odom	98.10
E. K. Jones	37.05
H. E. West	8.53
German Evangelical Zion Church	8.38
V. K. Sharp	2.82
L. C. Kurten	2.62
G. K. Sines	2.50
TOTAL	160.00

PREPARED FROM SURVEY MADE UNDER MY SUPERVISION IN DECEMBER, 1983.

BY: Edsel J. Burkhart

EDSEL JAY BURKHART, R. P. S. NO. 2715

STATE OF TEXAS
EDSEL JAY BURKHART
2715
REGISTERED PUBLIC SURVEYOR

GULF OIL CORPORATION
HOUSTON PRODUCTION DISTRICT
W. F. ODOM UNIT 6/160 ACRES
LOCATION PLAT WELL NO. 1
KURTEN FIELD
ISAIAH CURD SURVEY, A-11
BRAZOS COUNTY, TEXAS

SPENCER J. BUCHANAN AND ASSOCIATES, INC.
CONSULTING ENGINEERS BRYAN, 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.
Thereby certify, on 4-3-95

Mary Ann Ward
County Clerk
Brazos County, Texas

DA

MOORE & PETERSON
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

2.82 ac.
Hwy 21

RECEIVED
APR 22 1981
CLAUDE E. UPCHURCH

2400 ONE DALLAS CENTRE
DALLAS, TEXAS 75201
TELEPHONE 214/651-1721

TELECOPIER: 214/651-9767
TWX: 910/861-9168
CABLE ADDRESS: MOPETE

April 16, 1981

The Gulf Companies
c/o Claude E. Upchurch
P. O. Box 3725
Houston, Texas 77001

Re: Division Order Title Opinion Covering the West Unit No. 1, Brazos County, Texas (the "Unit")

Gentlemen:

At your request, with respect to the tracts of land comprising the Unit, we have reviewed the survey tract books (the "Survey Tract Books") of the Brazos County Abstract Company in Bryan, Texas, and the instruments listed in the Survey Tract Books, which, based upon the notations therein, appear to relate to the tracts of land comprising the Unit, in an attempt to ascertain title to the oil and gas production from the Unit. Based solely on the instruments examined, we find, subject to the objections, comments and the satisfaction of the requirements set out below that title to the oil and gas production from the Unit was vested as of March 24, 1981, at 5:00 p.m. as hereinafter set forth under "OWNERSHIP OF PRODUCTION".

The Unit was created by a pooling declaration (the "Pooling Declaration") recorded in Volume 441, Page 312 of the Deed Records of Brazos County, Texas and filed for record on December 18, 1979. This Pooling Declaration pooled the lands and leases comprising the Unit as to oil and other hydrocarbons produced from oil wells completed in the Kurten (Woodbine) Formation as the same underlies such lands and leases. You have advised us that the date of first production from the Unit was March 27, 1980. The Unit covers the following described property.

> A 160 acre tract or parcel of land lying and being situated in the Isaiah Curd League, Abstract No. 11, Brazos County, Texas and being more particuarly described as follows:

#65

BEGINNING at the north corner of the Isaiah Curd League, Abstract No. 11;

THENCE S 45° E along the northeast line of the Isaiah Curd League, Abstract No. 11, for an approximate distance of 5325.00 feet to a point for corner in the centerline of State Highway No. 21;

THENCE S 45° W along the centerline of State Highway No. 21 for a distance of 5726.00 feet to a point for corner;

THENCE S 45° E for a distance of 250.00 feet to a point for the PLACE OF BEGINNING of the herein described tract of land;

THENCE in a southeasterly direction for a distance of 2676.26 feet to a point for corner;

THENCE S 45° W for a distance of 2324.74 feet to a point for corner;

THENCE S 45° E for a distance of 512.66 feet to a point for corner;

THENCE S 45° W for a distance of 110.28 feet to a point for corner;

THENCE N 45° W for a distance of 3514.54 feet to a point for corner;

THENCE N 45° E for a distance of 1231.45 feet to a point for corner;

THENCE S 45° E for a distance of 1231.45 feet to a point for corner;

THENCE S 45° E for a distance of 325.62 feet to a point for corner;

THENCE N 45° E for a distance of 1200.00 feet to the PLACE OF BEGINNING, containing 160 acres of land, more or less.

The Unit is composed of the following tracts:

Tract No. 1(a) and 1(b): 72.23 acres out of the Hawley E. West 76.2 and 26.09 acre tracts;

Tract No. 1(c): 2.22 acres out of the Hawley E. West 13.75 acre tract;

Tract No. 2: 37.42 acres out of the Claude Brocksmith 38.72 acre tract;

Tract No. 3: All of the Charles Brocksmith 4.89 acre tract;

Tract No. 4: 5.91 acres out of the C. O. Forsthoff 7.09 acre tract;

Tract No. 5: 25.62 acres out of the Bobby Holliday 75.17 acre tract;

Tract No. 6: 8.89 acres out of the Howard Horn 20 acre tract; and

Tract No. 7: 2.82 acres out of the right-of-way to Texas State Highway No. 21.

OWNERSHIP OF PRODUCTION

Tract No. 1(a) and 1(b)

1. Acres in Unit: 72.23

2. Unit Participation: .4514375 (See Comment 6 below)

3. Oil and Gas Lease(s):

   a. ABP Lease No. 10109
   b. Lessor: Hawley E. West, et ux.
   c. Date: October 2, 1974
   d. Primary Term: Five (5) Years
   e. Recording Data: Volume 22, Page 114 of the Oil & Gas Lease Records of Brazos County, Texas, corrected by Oil and Gas Lease recorded in Volume 22, Page 508 of the Oil & Gas Lease Records of Brazos County, Texas.
   f. Royalty: 1/8th
   g. Overriding Royalty:

Public Lands Royalty Trust	3.125%
E. Lewis Huber	1.20625%
Richard P. Brooks	.45%
Charles A. McLarty, Jr.	.234375%
Camoco Corporation	.234375%
Hi Lo Holding, Ltd.	1.5%
Portobello Petroleum Ltd.	.5%
Oro Brazos Minerals (C.V.)	1.0%
Rio Negro Minerals (C.V.)	1.171875%
Patrick Petroleum Corporation of Michigan	.1171875%
Patrick Oil and Gas Corp. Drilling Program Limited Partnership No. 2	2.2265625%
Don L. Hall	.64%

h. Leasehold Interest: Gulf Oil Corporation 48.0604%
Prodeco Oil & Gas Co., Ltd. 27.033975%

4. Division of Revenues:

Royalty

Name	Percentage Interest
Hawley E. West, et ux.	12.5%

Overriding Royalty

Name	Percentage Interest
Public Lands Royalty Trust	3.125%
E. Lewis Huber	1.20625%
Richard P. Brooks	.45%
Charles A. McLarty, Jr.	.234375%
Camoco Corporation	.234375%
Hi Lo Holding, Ltd.	1.5%
Portobello Petroleum Ltd.	.5%
Oro Brazos Minerals (C.V.)	1.0%
Rio Negro Minerals (C.V.)	1.171875%
Patrick Petroleum Corporation of Michigan	.1171875%
Patrick Oil and Gas Corp. Drilling Program Limited Partnership No. 2	2.2265625%
Don L. Hall	.64%

Leasehold Interest

Name	Percentage Interest
Gulf Oil Corporation	48.0604%
Prodeco Oil & Gas Co., Ltd. (See Comment 4 below)	27.033975%

Tract No. 1(c)

1. Acres in Unit: 2.22 (See Comment 8 below)

2. Unit Participation: .013875 (See Comment 6 below)

3. Oil and Gas Lease(s):

   a. ABP Lease No. 10109
   b. Lessor: Hawley E. West, et ux.

c. Date: October 2, 1974
d. Primary Term: Five (5) Years
e. Recording Data: Volume 22, Page 114 of the Oil & Gas Lease Records of Brazos County, Texas, corrected by Oil and Gas Lease recorded in Volume 22, Page 508 of the Oil & Gas Lease Records of Brazos County, Texas.
f. Royalty: 1/8th
g. Overriding Royalty:

Public Lands Royalty Trust	3.125%
E. Lewis Huber	1.20625%
Richard P. Brooks	.45%
Charles A. McLarty, Jr.	.234375%
Camoco Corporation	.234375%
Hi Lo Holding, Ltd.	1.5%
Portobello Petroleum Ltd.	.5%
Oro Brazos Minerals (C.V.)	1.0%
Rio Negro Minerals (C.V.)	1.171875%
Patrick Petroleum Corporation of Michigan	.1171875%
Patrick Oil and Gas Corp. Drilling Program Limited Partnership No. 2	2.2265625%
Don L. Hall	.64%

g. Leasehold Interest:

Gulf Oil Corporation	48.0604%
Prodeco Oil & Gas Co., Ltd.	27.033975%

4. Division of Revenues:

Royalty

Name	Percentage Interest
Helen S. West	12.5%

Overriding Royalty

Name	Percentage Interest
Public Lands Royalty Trust	3.125%
E. Lewis Huber	1.20625%
Richard P. Brooks	.45%
Charles A. McLarty, Jr.	.234375%
Camoco Corporation	.234375%
Hi Lo Holding, Ltd.	1.5%
Portobello Petroleum Ltd.	.5%
Oro Brazos Minerals (C.V.)	1.0%
Rio Negro Minerals (C.V.)	1.171875%

Patrick Petroleum Corporation of Michigan	.1171875%
Patrick Oil and Gas Corp. Drilling Program Limited Partnership No. 2	2.2265625%
Don L. Hall	.64%

Leasehold Interest

Name	Percentage Interest
Gulf Oil Corporation	48.0604%
Prodeco Oil & Gas Co., Ltd. (See Comment 4 below)	27.033975%

Tract No. 2

1. Acres in Unit: 37.42

2. Unit Participation: .233875 (See Comment 6 below)

This tract is currently involved in litigation in Cause No. 22.359, styled Claude Brocksmith and wife, Alice K. Brocksmith v. Amalgamated Bonanza Petroleum Ltd. et al. pending in the District Court of Brazos County, Texas. A tentative settlement of this litigation has been entered into under the terms of which the lease covering this tract will be released and the tract will be removed from the Unit. (See Comment 6 below)

Tract No. 3

1. Acres in Unit: 4.89 (See Comment 8 below)

2. Unit Participation: .0305625 (See Comment 6 below)

3. Oil and Gas Lease(s):

   a. ABP Lease No. 10632
   b. Lessor: Charles Brocksmith, et ux.
   c. Date: January 21, 1977
   d. Primary Term: Five (5) Years (Paid up lease)
   e. Recording Data: Volume 25, Page 124 of the Oil & Gas Lease Records of Brazos County, Texas
   f. Royalty: 1/8th
   g. Overriding Royalty: Hi Lo Holding, Ltd. 1.5%
      Bellport Resources, Ltd. 1.5%
      Don L. Hall .64%
   h. Leasehold Interest: Gulf Oil Corporation 64%
      Prodeco Oil & Gas Co., Ltd. 36%

4. Division of Revenues:

Royalty

Name	Percentage Interest
Charles Brocksmith and wife, Clara Brocksmith	12.5%

Overriding Royalty

Name	Percentage Interest
Hi Lo Holding, Ltd.	1.5%
Bellport Resources, Ltd.	1.5%
Don L. Hall	.64%

Leasehold Interest

Name	Percentage Interest
Gulf Oil Corporation	53.6704%
Prodeco Oil & Gas Co., Ltd. (See Comment 4 below)	30.18~~69~~% 76

Tract No. 4

1. Acres in Unit: 5.91 (See Comment 8 below)

2. Unit Participation: .0369375 (See Comment 6 below)

3. Oil and Gas Lease(s):

   a. ABP Lease No. 10577
   b. Lessor: Charles O. Forsthoff, et al.
   c. Date: December 14, 1976
   d. Primary Term: Five (5) Years
   e. Recording Data: Volume 24, Page 705 of the Oil & Gas Lease Records of Brazos County, Texas
   f. Royalty: 1/8th
   g. Overriding Royalty: Hi Lo Holding, Ltd. 1.5%
      Bellport Resources, Ltd. 1.5%
      Don L. Hall .64%
   h. Leasehold Interest: Gulf Oil Corporation 64%
      Prodeco Oil & Gas Co., Ltd. 36%

4. Division of Revenues:

Royalty

Name	Percentage Interest
Charles O. Forsthoff and wife, Emily Forsthoff (See Comment 10 below)	12.5%

Overriding Royalty

Name	Percentage Interest
Hi Lo Holding, Ltd.	1.5%
Bellport Resources, Ltd.	1.5%
Don L. Hall	.64%

Leasehold Interest

Name	Percentage Interest
Gulf Oil Corporation	53.6704%
Prodeco Oil & Gas Co., Ltd. (See Comment 4 below)	30.18~~69~~% 96

Tract No. 5

1. Acres in Unit: 25.62

2. Unit Participation: .160125 (See Comment 6 below)

3. Oil and Gas Lease(s):

I.
(Undivided one-half (1/2) interest)

a. ABP Lease No. 10497
b. Lessor: Bobby Holliday et ux.
c. Date: September 23, 1976
d. Primary Term: Five (5) Years
e. Recording Data: Volume 23, Page 820 of the Oil & Gas Lease Records of Brazos County, Texas
f. Royalty: 1/8th
g. Overriding Royalty: Hi Lo Holding, Ltd. 1.5%
Bellport Resources, Ltd. 1.5%
Don L. Hall .64%

h. Leasehold Interest: Gulf Oil Corporation 64%
Prodeco Oil & Gas Co., Ltd. 36%

II.
(Undivided one-half (1/2) interest)

a. ABP Lease No. 10446
b. Lessor: Mrs. Martha Hedtke
c. Date: July 27, 1976
d. Primary Term: Five (5) Years
e. Recording Data: Volume 23, Page 351 of the Oil & Gas Lease Records of Brazos County, Texas
f. Royalty: 1/8th
g. Overriding Royalty: Hi Lo Holding, Ltd. 1.5%
Bellport Resources, Ltd. 1.5%
Don L. Hall .64%
h. Leasehold Interest: Gulf Oil Corporation 64%
Prodeco Oil & Gas Co., Ltd. 36%

4. Division of Revenues:

Royalty

Name	Percentage Interest
Kurten Royalty Company	6.25%
Mrs. Martha Hedtke (See Comment 12 below)	6.25%

Overriding Royalty

Name	Percentage Interest
Hi Lo Holding, Ltd.	1.5%
Bellport Resources, Ltd.	1.5%
Don L. Hall	.64%

Leasehold Interest

Name	Percentage Interest
Gulf Oil Corporation	53.6704%
Prodeco Oil & Gas Co., Ltd. (See Comment 4 below)	30.1896%

Tract No. 6

1. Acres in Unit: 8.89

2. Unit Participation: .0555625 (See Comment 6 below)

3. Oil and Gas Lease(s):

a. ABP Lease No. 10107
b. Lessor: Howard Horn, et ux.
c. Date: September 27, 1974
d. Primary Term: Five (5) Years
e. Recording Data: Volume 22, Page 503 of the Oil & Gas Lease Records of Brazos County, Texas
f. Royalty: 1/8th
g. Overriding Royalty:

Public Lands Royalty Trust	3.125%
E. Lewis Huber	1.20625%
Richard P. Brooks	.45%
Charles A. McLarty, Jr.	.234375%
Camoco Corporation	.234375%
Hi Lo Holding, Ltd.	1.5%
Portobello Petroleum Ltd.	.5%
Oro Brazos Minerals (C.V.)	1.0%
Rio Negro Minerals (C.V.)	1.171875%
Patrick Petroleum Corporation of Michigan	.1171875%
Patrick Oil and Gas Corp. Drilling Program Limited Partnership No. 2	2.2265625%
Don L. Hall	.64%

h. Leasehold Interest:

Gulf Oil Corporation	64%
Prodeco Oil & Gas Co., Ltd.	36%

4. Division of Revenues:

Royalty

Name	Percentage Interest
Howard Horn and wife, Adele L. Horn	12.5%

Overriding Royalty

Name	Percentage Interest
Public Lands Royalty Trust	3.125%
E. Lewis Huber	1.20625%
Richard P. Brooks	.45%
Charles A. McLarty, Jr.	.234375%
Camoco Corporation	.234375%
Hi Lo Holding, Ltd.	1.5%
Portobello Petroleum Ltd.	.5%

Oro Brazos Minerals (C.V.)	1.0%
Rio Negro Minerals (C.V.)	1.171875%
Patrick Petroleum Corporation of Michigan	.1171875%
Patrick Oil and Gas Corp. Drilling Program Limited Partnership No. 2	2.2265625%
Don L. Hall	.64%

Leasehold Interest

Name	Percentage Interest
Gulf Oil Corporation	48.0604%
Prodeco Oil & Gas Co., Ltd. (See Comment 4 below)	27.033975%

Tract No. 7

1. Acres in Unit: 2.82 (See Comment 7 below)

2. Unit Participation: .017625 (See Comment 6 below)

3. Oil and Gas Lease(s): Not under lease

4. Division of Revenues: See Comment 7 below

OBJECTIONS, COMMENTS AND REQUIREMENTS

1. From the instruments examined, it appears that certain of the tracts comprising the Unit are subject to various discrepancies with respect to the identity or capacity of parties to instruments and other apparent title problems. However, except as may be specifically noted below, such discrepancies and/or problems which may have constituted actual title defects did not involve a severance of minerals or parties who appeared to be subject to any disabilities and occurred twenty-five years or more prior to the effective date of this Opinion.

REQUIREMENT: You should satisfy yourself by affidavit or otherwise that any claims arising from such apparent discrepancies or defects are barred by limitation.

2. Certain of the tracts comprising the Unit are subject to oil and gas leases (other than those enumerated above) which have not been released of record but which are beyond their primary terms.

REQUIREMENT: You should satisfy yourself that such leases have not been maintained by production of oil or gas or otherwise.

3. We have been furnished with no materials concerning the payment of delay rentals on the leases comprising the Unit nor have we been furnished with any information with respect to operations on or production from any of such leases or from lands pooled therewith which would have maintained such leases during their primary terms or which would have extended such leases beyond their primary terms.

REQUIREMENT: You should satisfy yourself that the leases have been maintained in accordance with their terms.

4. The leasehold interest of Prodeco Oil & Gas Co., Ltd. in the Unit is subject to an assignment of production contained in a deed of trust held by the Houston National Bank, recorded in Volume 229, Page 538 of the Deed of Trust Records of Brazos County, Texas.

REQUIREMENT: Payments attributable to Prodeco Oil & Gas Co., Ltd. from production in the Unit should be made to the Houston National Bank in Houston, Texas, in accordance with the terms of the above-mentioned deed of trust.

5. Tracts 1(a), 1(b) and 1(c) are subject to a top oil and gas lease to Spur Oil, Inc. dated November 19, 1979 and recorded in Volume 35, Page 344 of the Oil and Gas Lease Records of Brazos County, Texas.

REQUIREMENT: None, advisory only

6. Tract No. 2 is currently involved in litigation in Cause No. 22,359 styled Claude Brocksmith and wife, Alice K. Brocksmith v. Amalgamated Bonanza Petroleum Ltd., et al. pending in the District Court of Brazos County, Texas, 85th Judicial District. A tenative settlement has been reached in this cause which would release the oil and gas lease covering Tract No. 2 and remove Tract No. 2 from the Unit.

REQUIREMENT: In the event the settlement becomes final and Tract No. 2 is removed from the Unit the size of the Unit would be reduced to 122.58 acres and the Unit participation of the remaining tracts should be increased as follows:

Tract No.	Original Participation	Increased Participation
Tract 1(a) and Tract 1(b)	.4514375	.5892478381
Tract 1(c)	.013875	.0181106216
Tract 3	.0305625	.0398923152
Tract 4	.0369375	.0482134116
Tract 5	.160125	.2090063634
Tract 6	.0555625	.0725240659
Tract 7	.017625	.0230053842

7. In the event the settlement discussed above in Comment 6 is finalized and Tract No. 2 is removed from the Unit, Tracts 1(c), 3 and 4 will no longer be continguous to the remainder of the Unit.

REQUIREMENT: None, advisory only

8. Tract No. 7 is situated in the right-of-way to State Hwy No. 21. The minerals under the right-of-way are owned by the Highway Department of the State of Texas and are not under lease. As indicated by the plat attached to the pooling declaration creating the Unit, Tract No. 7 is comprised of 1.41 acres adjacent to Tract 1(c), .98 acres adjacent to Tract 3 and .43 acres adjacent to Tract 4.

REQUIREMENT: You should hold payments for production attributable to Tract No. 7 in suspense pending a determination of the proper parties entitled thereto.

9. In a deed dated October 1, 1947 and recorded in Volume 131, Page 614 of the Deed Records of Brazos County, Texas, Tract No. 3 was conveyed to Carl Brocksmith. In various instruments of record subsequent to such date, the owner of Tract No. 3 has been referred to as "Charles", "Chas." and "Carl" Brocksmith. The oil and gas lease with respect to Tract No. 3 referenced above was executed by "Charles" Brocksmith.

REQUIREMENT: You should satisfy yourself by affidavit or otherwise that the "Carl" Brocksmith who was the grantee in the above-referenced deed is one and the same person as the "Charles" Brocksmith who executed and delivered the oil and gas lease covering Tract No. 3 to Amalgamated Bonanza Petroleum Ltd.

10. A portion of Tract No. 4 was included in the W. F. Odom Unit No. 3 as Tract No. 21 and the title to such tract was reviewed in our division order title opinion dated November 5, 1980 covering the W. F. Odom Unit No. 3. Various requirements with respect to

the title to this tract were made in the W. F. Odom Unit No. 3 division order title opinion.

REQUIREMENT: You should review the division order title opinion covering the W. F. Odom Unit No. 3 and to the extent any requirements made therein have not been satisfied, you should take the necessary steps to satisfy such requirements.

11. A portion of Tract No. 5 was included in the Fridel Unit No. 1 as Tract No. 4 and the title to such tract was reviewed in our title report dated December 17, 1977 addressed to Amalgamated Bonanza Petroleum Ltd. Various requirements with respect to such tract were made in the Fridel Unit No. 1 Title Report.

REQUIREMENT: You should review the title report covering the Fridel Unit No. 1 and to the extent any requirements made therein have not been satisfied, you should take the necessary steps to satisfy such requirements.

12. By instrument dated August 9, 1977, and recorded in Volume 379, Page 216 of the Deed Records of Brazos County, Texas, Martha Hedtke apparently attempted to convey her interest in Tract No. 5 to Gus J. Hedtke, Ernest Hedtke, Herbert H. Hedtke, Alfreda Hedtke Rudolph, Alfred Hedtke, Jr., Melba Pettiette and Brenda Hedtke. However, this instrument contains no words of grant and does not appear to be an effective conveyance.

REQUIREMENT: Payments for production attributable to Martha Hedtke's interest in Tract No. 5 should be held in suspense pending a correction of the above instrument.

13. The opinions expressed herein are qualified by the following general comments:

a. We have made no physical inspection of the tracts of land comprising the Unit. To avoid possible claims based on use, possession and claims of persons adverse to the record title to such tracts, you should have an investigation made to determine the existence if any, of such possible adverse claims.

b. We have reviewed no surveys of the tracts comprising the Unit and this Opinion does not cover boundary disputes, conflicts with adjacent surveys, encroachments, protrusions, overlapping of improvements, matters of area or rights of persons in possession.

c. Our review has not covered the records of taxing agencies having authority to assess taxes against tracts of land comprising the Unit, nor has it included an independent review or examination

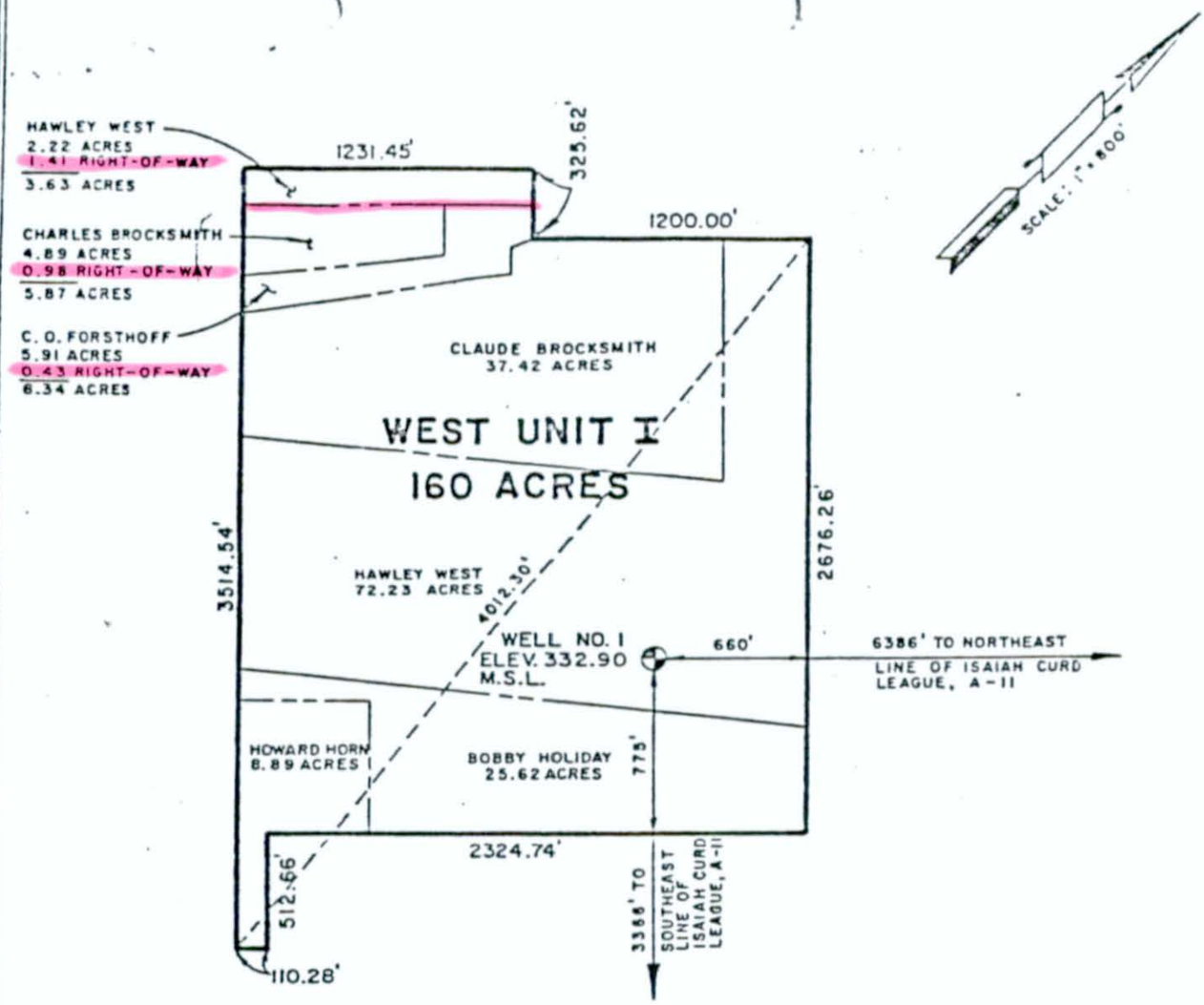
of any abstracts of title, records in the Brazos County Clerk's office, state or federal court records, or any other records other than those instruments recorded in the Brazos County Clerk's office, which, based upon the notations in the Survey Tract Books, appear to relate to the tracts of land comprising the Unit. No representation or certification is made as to the accuracy of the Survey Tract Books.

Very truly yours,

MOORE & PETERSON

By: _____
Don E. Williams

DEW/sw



LESSOR	ACRES
HAWLEY WEST	75.86
CLAUDE BROCKSMITH	37.42
CHARLES BROCKSMITH	5.87
C. O. FORSTHOFF	6.34
BOBBY HOLIDAY	25.62
HOWARD HORN	8.89
TOTAL	160.00

AMALGAMATED BONANZA PETROLEUM, LTD.
WEST UNIT I
160 ACRES
ISAIAH CURD LEAGUE, A-11
BRAZOS COUNTY, TEXAS

STATE OF TEXAS
EDSEL J. BURKHART
7496
REGISTERED
PROFESSIONAL ENGINEER

PREPARED FROM SURVEY MADE UNDER MY SUPERVISION IN DECEMBER, 1979.

BY: Edsel J. Burkhart
EDSEL J. BURKHART, R.P.E. NO. 7496

SPENCER J. BUCHANAN AND ASSOCIATES, INC.
CONSULTING ENGINEERS BRYAN, TEXAS

State of Texas
5.52 ac.
Tract 28

(E)

MOORE & PETERSON
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

2400 ONE DALLAS CENTRE
DALLAS, TEXAS 75201
TELEPHONE 214/651-1721

TELECOPIER: 214/651-9787
TWX: 910/861-9168
CABLE ADDRESS: MOPETE

CLAUDE E. UPCHURCH

November 5, 1980

The Gulf Companies
c/o Claude E. Upchurch
P. O. Box 3725
Houston, Texas 77001

Re: Division Order Title Opinion Covering the W. F. Odom Unit No. 3, Brazos County, Texas (the "Unit")

Gentlemen:

At your request, with respect to the tracts of land comprising the Unit, we have reviewed the survey tract books (the "Survey Tract Books") of the Brazos County Abstract Company in Bryan, Texas, and the instruments listed in the Survey Tract Books, which, based upon the notations therein, appear to relate to the tracts of land comprising the Unit, in an attempt to ascertain title to the oil and gas production from the Unit. Based solely on the instruments examined, we find, subject to the objections, comments and the satisfaction of the requirements set out below, that title to the oil and gas production from the Unit was vested as of July 17, 1980, at 5:00 p.m. as hereinafter set forth under "OWNERSHIP OF PRODUCTION".

The Unit was created by a pooling declaration (the "Pooling Declaration") recorded in Volume 432, Page 274 of the Deed Records of Brazos County, Texas and filed for record on August 29, 1979. This Pooling Declaration pooled the lands and leases comprising the Unit in the Kurten (Woodbine) Formation. We have been advised by Paul E. Cameron, Jr., Inc. that the date of first production from the Unit was August 3, 1979. The Unit covers the following described property:

> A 200 acre tract or parcel of land lying and being situated in the Isaiah Curd League, Abstract No. 11, Brazos County, Texas and being more particularly described as follows:

64

BEGINNING at the north corner of the Isaiah Curd League, Abstract No. 11;

THENCE S 45° 00' 00" E along the northeast line of the Isaiah Curd League, Abstract No. 11, for an approximate distance of 5325.00 feet to a point for corner in the centerline of State Highway No. 21;

THENCE S 45° 00' 00" W along the centerline of State Highway No. 21 for a distance of 3265.00 feet to a point for the PLACE OF BEGINNING of the herein described tract of land;

THENCE S 45° 00' 00" W along the centerline of State Highway No. 21, for a distance of 2461.11 feet to a point for corner;

THENCE S 45° 00' 00" E for a distance of 250.00 feet to a point for corner;

THENCE S 45° 00' 00" W for a distance of 1200.00 feet to a point for corner;

THENCE N 45° 00' 00" W for a distance of 1641.33 feet to a point for corner;

THENCE N 45° 00' 00" E for a distance of 40.76 feet to a point for corner;

THENCE in a northwesterly direction for a distance of 220.00 feet to a point for corner;

THENCE in a northeasterly direction for a distance of 1820.00 feet to a point for corner;

THENCE in a northeasterly direction for a distance of 1250.00 feet to a point for angle point;

THENCE N 45° 00' 00" E for a distance of 855.00 feet to a point for corner;

THENCE S 45° 00' 00" E for a distance of 2430.00 feet to the PLACE OF BEGINNING, containing 200.00 acres of land, more or less.

The Unit is composed of the following tracts:

Tract No. 1: 46.01 acres of the James Lang 270 acre tract;

Tract No. 18: 2.54 acres of the German Evangelical Zion Congregation Church 10.0 acre tract;

Tract No. 19: All of the Larry West 1.2 acre tract;

Tract No. 20: 1.16 acres of the Hawley E. West 12 acre tract;

Tract No. 21: 1.33 acres of the Charles O. Forsthoff 7.093 acre tract;

Tract No. 22(a): All of the Claude Brocksmith .86 acre tract;

Tract No. 22(b): 1.81 acres of the Claude Brocksmith 38.72 acre tract;

Tract No. 23: All of the Louis Klintworth .76 acre tract;

Tract No. 24: All of the Annie Conrad .34 acre tract;

Tract No. 25: All of the David Kehlenbrink .62 acre tract;

Tract No. 26: All of the Southwestern States Telephone Company .17 acre tract;

Tract No. 27: .65 acres of the Hawley E. West 26.09 acre tract;

Tract No. 28: All of the State of Texas 5.52 acre tract.

OWNERSHIP OF PRODUCTION

Tract No. 1

1. Acres in Unit: 46.01

2. Unit Participation: .23005

3. Oil and Gas Lease(s):

   a. ABP Lease No. 10152
   b. Lessor: James Lang, et ux.
   c. Date: August 26, 1974
   d. Primary Term: Five (5) Years

Tract No. 28

1. Acres in Unit: 5.52

2. Unit Participation: .0276

3. Oil and Gas Lease(s): Not under lease

4. Division of Revenues: See Comment 34 below

OBJECTIONS, COMMENTS AND REQUIREMENTS

1. From the instruments examined, it appears that certain of the tracts comprising the Unit are subject to various discrepancies with respect to the identity or capacity of parties to instruments and other apparent title problems. However, except as may be specifically noted below, such discrepancies and/or problems which may have constituted actual title defects did not involve a severance of minerals or parties who appeared to be subject to any disabilities and occurred twenty-five years or more prior to the effective date of this Opinion.

REQUIREMENT: You should satisfy yourself by affidavit or otherwise that any claims arising from such apparent discrepancies or defects are barred by limitation.

2. Certain of the tracts comprising the Unit are subject to oil and gas leases (other than those enumerated above) which have not been released of record but which are beyond their primary terms.

REQUIREMENT: You should satisfy yourself that such leases have not been maintained by production of oil or gas or otherwise.

3. We have been furnished with no materials concerning the payment of delay rentals on the leases comprising the Unit nor have we been furnished with any information with respect to operations on or production from any of such leases or from lands pooled therewith which would have maintained such leases during their primary terms or which would have extended such leases beyond their primary terms.

REQUIREMENT: You should satisfy yourself that the leases have been maintained in accordance with their terms.

31. Tract No. 22(a), Tract No. 22(b), and Tract No. 23 are subject to Top Oil and Gas Leases to Spur Oil, Inc. Tract No. 22(a) and Tract No. 23 are subject to a Top Oil and Gas Lease recorded in Volume 35, Page 586 of the Oil and Gas Lease Records of Brazos County, Texas. Tract No. 22(b) is subject to a Top Oil and Gas Lease recorded in Volume 35, Page 353 of the Oil and Gas Lease Records of Brazos County, Texas.

REQUIREMENT: None, advisory only.

32. Tract No. 22(a), Tract No. 22(b) and Tract No. 23 are the subject of current litigation entitled "Claude Brocksmith v. Amalgamated Bonanza Petroleum, Ltd." which, inter alia, involves the issue of whether the creation of a 200-acre unit is a valid exercise of the pooling power granted in the leases covered thereby and if such unit extends the oil and gas leases beyond their primary terms.

REQUIREMENT: You should hold payment from production attributable to Tract No. 22(a), Tract No. 22(b) and Tract No. 23 in the Unit in suspense pending final resolution of the above-mentioned lawsuit.

33. Tract No. 26 is subject to a deed of trust held by Continental Illinois National Bank & Trust Company of Chicago by deed of trust dated January 10, 1968, and recorded in Volume 132, Page 325 of the Deed of Trust Records of Brazos County, Texas. This tract is also subject to a deed of trust held by the First National Bank of Dallas, dated March 1, 1968, and recorded in Volume 135, Page 176 of the Deed of Trust Records of Brazos County, Texas. Furthermore, there is a notice of a state tax lien which has not been released and which affects this tract which is dated January 1, 1976, and recorded in Volume 5, Page 448 of the Notice of Franchise Tax Lien Records of Brazos County, Texas.

REQUIREMENT: You should obtain releases of the above-mentioned deeds of trust or liens or subordinate such liens to the oil and gas lease referred to under "Leasehold Interest" covering Tract No. 26 or otherwise satisfy yourself that the deeds of trust and liens thereunder are maintained in accordance with their terms. Also, you should obtain a release of the franchise tax lien referred to above and record such release in the Brazos County Clerk's office.

34. Tract No. 28 is not held under lease and is owned by the State of Texas Highway Department.

REQUIREMENT: You should hold such payment attributable to this tract in suspense pending execution of an authorized oil and gas lease from the State of Texas.

35. The opinions expressed herein are qualified by the following general comments:

a. We have made no physical inspection of the tracts of land comprising the Unit. To avoid possible claims based on use, possession and claims of persons adverse to the record title to such tracts, you should have an investigation made to determine the existence, if any, of such possible adverse claims.

b. We have reviewed no surveys of the tracts comprising the Unit and this Opinion does not cover boundary disputes, conflicts with adjacent surveys, encroachments, protrusions, overlapping of improvements, matters of area or rights of persons in possession.

c. Our review has not covered the records of taxing agencies having authority to assess taxes against tracts of land comprising the Unit, nor has it included an independent review or examination of any abstracts of title, records in the Brazos County Clerk's office, state or federal court records, or any other records other than those instruments recorded in the Brazos County Clerk's office, which, based upon the notations in the Survey Tract Books, appear to relate to the tracts of land comprising the Unit. No representation or certification is made as to the accuracy of the Survey Tract Books.

Very truly yours,

MOORE & PETERSON

By: D E Williams
Don E. Williams

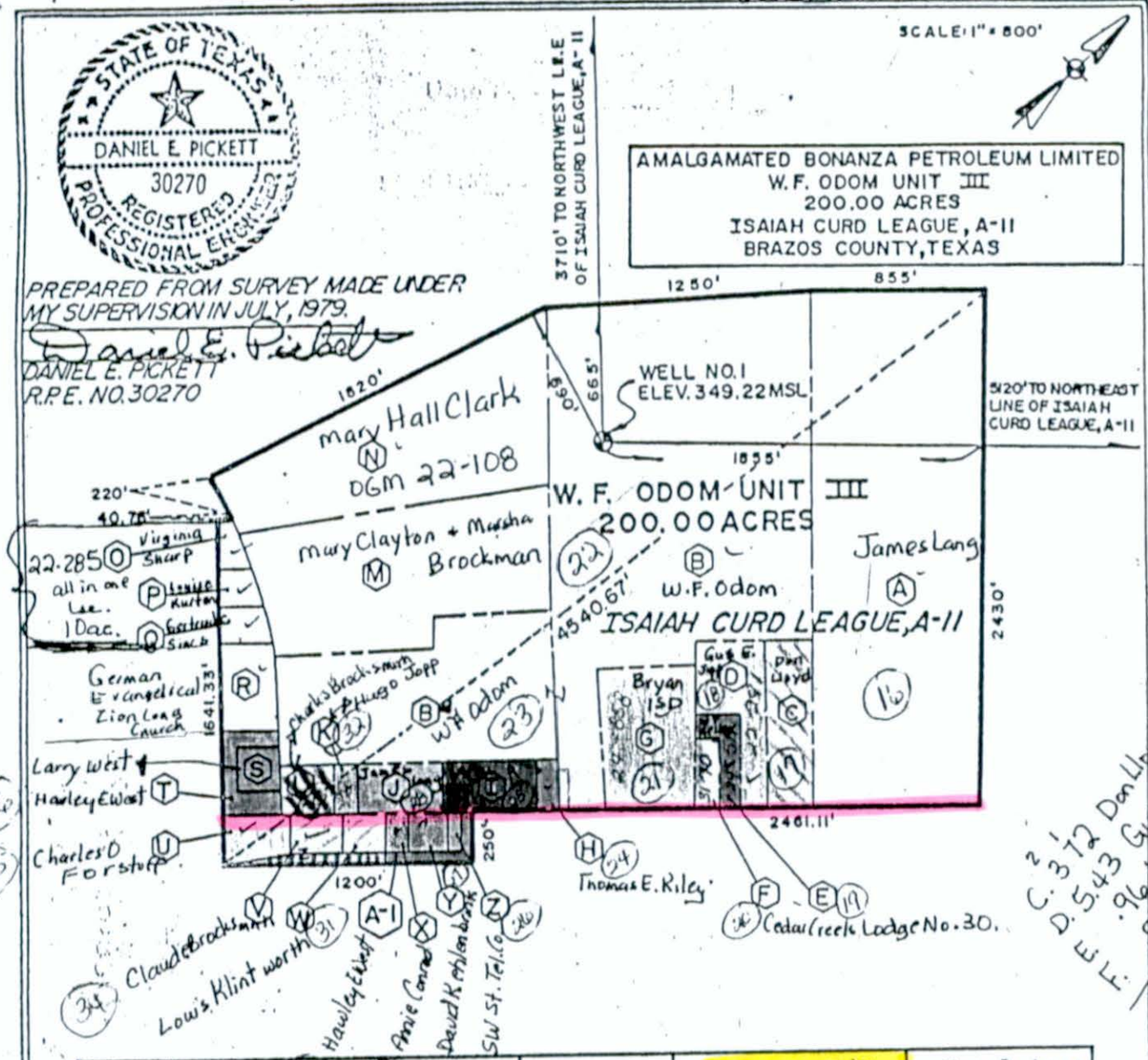
DEW/sw

STATE OF TEXAS
DANIEL E. PICKETT
30270
REGISTERED PROFESSIONAL ENGINEER

PREPARED FROM SURVEY MADE UNDER MY SUPERVISION IN JULY, 1979.

Daniel E. Pickett

DANIEL E. PICKETT
R.P.E. NO. 30270



Tract No.	Lessor	Area (Acres)	Area in R/W (Acres)	Total Area (Acres)
A	James Lang	46.01	0.95	46.96
B	W. F. Odom	70.93	0.25	71.18
C	Don Lloyd	3.50	0.22	3.72
D	Gus E. Jopp	5.25	0.18	5.43
E	W. T. Kelley	0.85	0.11	0.96
F	Cedar Creek Lodge No. 30, A.F. & A.M.	0.40	0.12	0.52
G	Bryan Independent School District	6.65	0.53	7.18
H	Thomas E. Riley	0.50	0.12	0.62
I	Larry West	2.17	0.52	2.69
J	James Lang	1.98	0.47	2.45
K	Hugo Jopp	0.54	0.13	0.67
L	Charles Brocksmith	1.19	0.24	1.43
M	Mary Clayton and Marsha Brockman	20.26	-0-	20.26
N	Mary Hall Clark	20.59	-0-	20.59
O	Virginia K. Sharp	0.59	-0-	0.59
P	Louise C. Kurten	0.79	-0-	0.79
Q	Gertrude K. Sines	0.90	-0-	0.90
R	German Evangelical Zion Congregation Church	2.54	-0-	2.54
S	Larry West	1.20	-0-	1.20
T	Hawley E. West	1.16	0.27	1.43
U	Charles O. Forstoff	1.33	0.37	1.70
V	Claude Brocksmith	2.67	0.30	2.97
W	Louis Klintworth	0.76	0.24	1.00
X	Annie Conrad	0.34	0.13	0.47
Y	David Kehlenbrink	0.62	0.23	0.85
Z	Southwestern States Telephone Company	0.17	0.05	0.22
A-1	Hawley E. West	0.65	0.03	0.68
		194.54	5.46	200.00

6.38 ac.

(F)

JAMES A. PAKENHAM
ATTORNEY AT LAW
7575 KATY FREEWAY - SUITE 49 A
HOUSTON, TEXAS 77024
(713) 683-1662

October 27, 1981

Mr. Claude E. Upchurch
Law Department
Gulf Oil Corporation
P. O. Box 3725
Houston, Texas 77001

Re: Lang Unit No. 1

Dear Mr. Upchurch:

The Division Order Title Opinion dated August 29, 1978, prepared by Don E. Williams covering the above Unit states that such Unit is composed of the following tracts:

TRACT 1: 0.77 acres out of the Henry K. Odom, Jr. 24.80 acre tract;

TRACT 2: All of the Henry K. Odom, Jr. 85 acre tract;

TRACT 3: 67.85 acres out of the James Lang 440 acre tract;

TRACT 4: 6.38 acres in the right-of-way of Texas Highway No. 21.

Apparently such opinion did not take into account the fact that an Amended Pooling Declaration dated October 25, 1977, was filed for record on October 27, 1977, and recorded in Volume 384, Page 219, Deed Records of Brazos County, Texas. Pursuant to such amendment, this Unit was composed of the following tracts:

TRACT NO. 1: .80 acres out of the H. K. Odom, Jr. 24.80 acre tract (which includes .03 acres in State Hwy. No. 21);

TRACT NO. 2: 86.73 acres, being all the H. K. Odom, Jr. 85 acre tract (plus the adjoining 1.73 acre in State Hwy. No. 21);

Tract 93

TRACT NO. 3: 2.26 acres out of the H. K. Odom, Jr. 133.62 acre tract (all of which is in State Hwy. No. 21);

TRACT NO. 4: 1.10 acres out of State Hwy. No. 21 that adjoins the D. R. B. Holstein 147.94 acre tract;

TRACT NO. 5: 5.28 acres out of the James Lang 170 acre tract; and,

TRACT NO. 6: 63.83 acres out of the James Lang 270 acre tract (which includes 1.26 in State Hwy. No. 21).

Such Amended Unit increases the acreage of TRACT NO. 1 and TRACT NO. 2, and thus increases their participation in such Unit. [As to Tract No. 2, such opinion breaks it down into TRACT NO. 2(a), owned by H. K. Odom, et ux, and TRACT NO. 2(b), owned by the Receiver of Marley Production Company, although it does not reflect their respective ownerships. Also, as to such Tract 2(b), the opinion states that it is subject to overriding royalties totaling 9.89%, it does not set forth such ownership].

Such Amended Unit adds 2.26 acres out of the H. K. Odom 133.62 acre tract, which tract is not covered by such opinion.

Such Amended Unit also adds 1.10 acres which is attributed to the D. R. B. Holstein 147.94 acre tract, which tract is not covered by such opinion.

This 1.10 acs is in original declaration

Such opinion allocates 67.85 acres to the James Lang 440 acre tract. In effect, the Amended Unit by its TRACT 5 and its TRACT 6, allocates 69.11 acres to such 440 acre tract. However, by virtue of the boundary agreement with respect to the location of the 320 acre tract out of such 440 acres, we now know that such 69.11 acres should be allocated as follows:

TRACT 5: 26.810 acres out of the James Lang 320 acre tract; and,

TRACT 6: 42.30 acres out of the James Lang 120 acre tract.

What about Flag-Redfern tract?

Also, while such opinion allocates 6.38 acres out of Highway No. 21 as a separate tract, the Amended Unit does not.

It appears that it will be necessary to determine whether Tract 3 and Tract 4 (of the Amended Unit) are under lease and, in the event they are, it is probable that such Unit Declaration should be again amended so as to specifically include such leases.

In accordance with the above, and to the extent I have the information available, the division of revenues of these tracts should be as follows:

TRACT NO. 1

[Tract Factor = .005] $\frac{.80}{160} = .005$

ROYALTY

H. K. Odom and wife, Linda Odom	.0875000 R.I.
Henry Odom	.0187500 R.I.
Maudie Odom	.0187500 R.I.

OVERRIDING ROYALTY

Public Lands Royalty Trust	.0312500 O.R.I.
E. Lewis Huber	.0120625 O.R.I.
Richard P. Brooks	.0045000 O.R.I.
Charles A. McLarty, Jr.	.0023438 O.R.I.
Camoco Corporation	.0023437 O.R.I.
Hi Lo Holdings Ltd.	.0150000 O.R.I.
Portobello Petroleum Ltd.	.0050000 O.R.I.
Oro Brazos Minerals (C.V.)	.0100000 O.R.I.
Rio Negro Minerals (C.V.)	.0117188 O.R.I.
Patrick Petroleum Corporation of Michigan	.0011719 O.R.I.

Patrick Oil & Gas Corp. 1974 Drilling Program Limited Partnership No. 2	.0222656 O.R.I.
Don L. Hall	.0064000 O.R.I.

LEASEHOLD INTEREST

Gulf Oil Corporation	.4806040 W.I.
Prodeco Oil & Gas Co. Ltd.	.2703397 W.I.

TRACT NO. 2

[Tract Factor = .5420625]

NOTE: I am unable to set out the interest as to this tract for the reason that the division of ownership as between (a) Odom and the (b) Receiver for Marley Production Company was not furnished in the above mentioned Division Order Title Opinion.

TRACT NO. 3

[Tract Factor = .014125]

TRACT NO. 4

[Tract Factor = .006875]

I am also unable to set out the interests as to these two tracts for the reason that they were not covered by the above mentioned Division Order Title Opinion.

TRACT NO. 5

[Tract Factor = .1675625]

ROYALTY

James Lang	.0312500 R.I.
Florine Lang Rollo and husband, Jack K. Rollo	.0104167 R.I.
J. T. Lang and wife, Ann C. Lang	.0104167 R.I.

Odus E. Lang and wife, June C. Lang	.0104166 R.I.
Texas Osage Royalty Pool, Inc.	.0625000 R.I.

OVERRIDING ROYALTY

Public Lands Royalty Trust	.0156250 O.R.I.
E. Lewis Huber	.0033594 O.R.I.
Richard P. Brooks	.0014063 O.R.I.
Charles A. McLarty, Jr.	.0029297 O.R.I.
Bellport Resources Ltd.	.0056250 O.R.I.
Camoco Corporation	.0029297 O.R.I.
Hi Lo Holdings Ltd.	.0131250 O.R.I.
Portobello Petroleum Ltd.	.0025000 O.R.I.
Oro Brazos Minerals (C.V.)	.0050000 O.R.I.
Rio Negro Minerals (C.V.)	.0058594 O.R.I.
Patrick Petroleum Corporation of Michigan	.0005859 O.R.I.
Patrick Oil & Gas Corp. 1974 Drilling Program Limited Partnership No. 2	.0111328 O.R.I.
Don L. Hall	.0056000 O.R.I.

LEASEHOLD INTEREST

Gulf Oil Corporation	.4315660 W.I.
Prodeco Oil & Gas Co. Ltd.	.2427557 W.I.

UNLEASED MINERAL INTEREST

Flag-Redfern Oil Co.	.1250000 M.I.*

*It is my understanding that this interest has been committed to this Unit, but I am not aware of the terms thereof.

TRACT NO. 6 42.30

[Tract Factor = .264375]

ROYALTY

James Lang	.0625000 R.I.
Florine Lang Rollo and husband, Jack K. Rollo	.0208333 R.I.
J. T. Lang and wife, Ann C. Lang	.0208333 R.I.
Odus E. Lang and wife, June C. Lang	.0208334 R.I.

OVERRIDING ROYALTY

Public Lands Royalty Trust	.0312500 O.R.I.
E. Lewis Huber	.0120625 O.R.I.
Richard P. Brooks	.0045000 O.R.I.
Charles A. McLarty, Jr.	.0023438 O.R.I.
Camoco Corporation	.0023437 O.R.I.
Hi Lo Holdings Ltd.	.0150000 O.R.I.
Portobello Petroleum Ltd.	.0050000 O.R.I.
Oro Brazos Minerals (C.V.)	.0100000 O.R.I.
Rio Negro Minerals (C.V.)	.0117188 O.R.I.
Patrick Petroleum Corporation of Michigan	.0011719 O.R.I.
Patrick Oil & Gas Corp. 1974 Drilling Program Limited Partnership No. 2	.0222656 O.R.I.
Don L. Hall	.0064000 O.R.I.

LEASEHOLD INTEREST

Gulf Oil Corporation	.4806040 W.I.
Prodeco Oil & Gas Co. Ltd.	.2703397 W.I.

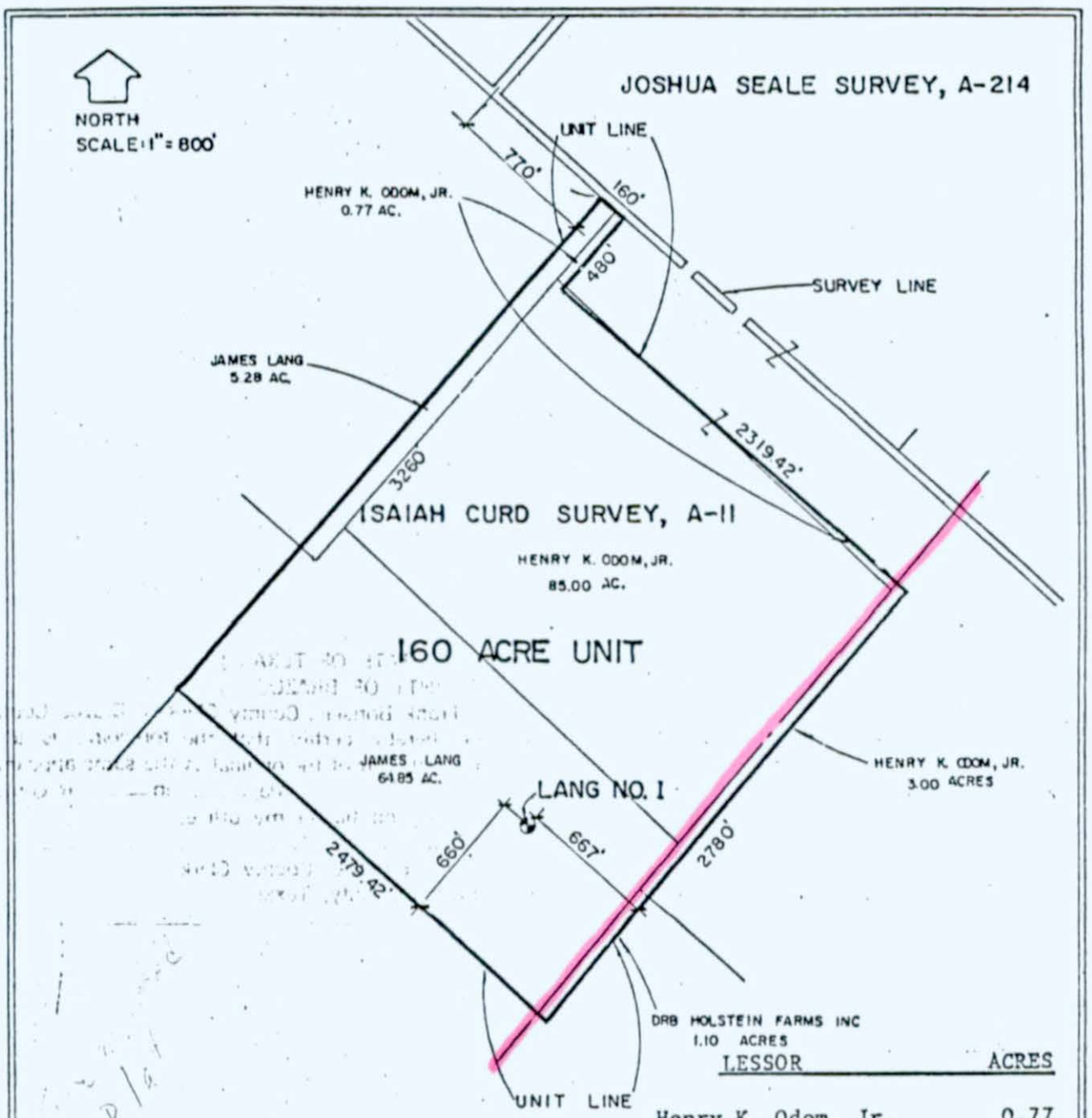
.7509437 x .264375 =
.19853797 x .64
.12705967

EFFECTIVE DATE

The above is as of the closing date of the above mentioned Division Order Title Opinion, and also taking into consideration a stipulation of interest with respect to the interest formerly owned by Pearl L. Lang, Deceased and the Transfer Order executed by H. K. Odom, Jr., both of which instruments are contained in this file.

Very truly yours,

James A. Pakenham



LESSOR	ACRES
Henry K. Odom, Jr.	0.77
Henry K. Odom, Jr.	3.00
Henry K. Odom, Jr.	85.00
James Lang	64.85
James Lang	5.28
DRB Holstein Farms, Inc.	1.10

STATE OF TEXAS
DONALD W. BOCKMAN
1762
REGISTERED PUBLIC SURVEYOR

AMALGAMATED BONANZA PETROLEUM, LTD.
LANG UNIT 160 ACRES

ISAIAH CURD SURVEY, A-11

BRAZOS COUNTY, TEXAS

Donald W. Bockman

SURVEYED BY: Donald W. Bockman
R.P.S. No. 1762

I, Donald W. Bockman, Registered Public Surveyor No. 1762 do hereby certify that the well location shown hereon is true and correct and was staked on the ground under my supervision.

SPENCER J. BUCHANAN AND ASSOCIATES, INC.
CONSULTING ENGINEERS BRYAN, TEXAS

Vol 375 Page 395

#93

State of Texas
4.06 ac.
Tract 7

(6)

MOORE, PETERSON, BAUER, WILLIAMS & STOLLENWERCK
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

28TH FLOOR
REPUBLIC NATIONAL BANK TOWER
DALLAS, TEXAS 75201

TELEPHONE: 214/651-1721
TWX 910/861-9168
CABLE ADDRESS: MOPETE

December 16, 1977

Amalgamated Bonanza Petroleum Ltd.
#1800, 444 - 5th Avenue, S.W.
Calgary, Alberta T2P 2T8
CANADA

Attention: Mr. Lee Irvine

Re: H. K. Odom Unit No. 1
Brazos County, Texas
(the "Unit")

Gentlemen:

With respect to the tracts of land comprising the Unit, we have, at your request, reviewed the survey tract books of the Brazos County Abstract Company, the instruments recorded in the Brazos County Clerk's office listed in such tract books and, when available, abstracts covering such tracts in an attempt to ascertain mineral and leasehold title to such tracts. Based solely upon such review and subject to the comments and the satisfaction of the requirements set forth below, it appears that the mineral leasing rights and leasehold title to the tracts comprising the Unit as of the dates of recording of the oil and gas leases to Amalgamated Bonanza Petroleum Ltd. or leasehold title as of the dates of recording of assignments to Amalgamated Bonanza Petroleum Ltd. are as hereinafter set forth.

The Unit, a plat of which is attached hereto as Exhibit "A" was created by a Pooling Declaration effective as of May 1, 1977 and recorded in Volume 372, Page 239 of the Deed Records of Brazos County, Texas. The Unit is comprised of portions of the following tracts:

Tract 1

Description:

Henry K. Odom, Jr. 222.5 acre tract situated in the Joshua Seale Survey, Abstract No. 214, Brazos County, Texas.

Mineral Leasing Rights:

Henry K. Odom, Jr. and wife, Linda Odom, pursuant to a deed dated August 31, 1973 from Henry K. Odom and wife, Maudie Odom, recorded in Volume 319, Page 592 of the Deed Records of Brazos County, Texas.

Leasehold Title:

Amalgamated Bonanza Petroleum Ltd. pursuant to an Oil, Gas and Mineral Lease dated August 26, 1974 to Public Lands Exploration, Inc. from Henry K. Odom, Jr. and wife, Linda Odom recorded in Volume 22, Page 81 of the Oil and Gas Lease Records of Brazos County, Texas and assigned to Amalgamated Bonanza Petroleum Ltd. by assignment dated August 22, 1975 recorded in Volume 354, Page 369 of the Deed Records of Brazos County, Texas.

Tract 2

Description:

Henry K. Odom, Jr. 19.13 acre tract situated in the Joshua Seale Survey, Abstract No. 214, Brazos County, Texas.

Mineral Leasing Rights:

a. Henry K. Odom, Jr. and wife, Linda Odom, (an undivided 93.75% interest) pursuant to a deed dated August 31, 1973 from Henry K. Odom and wife, Maudie Odom, recorded in Volume 319, Page 592 of the Deed Records of Brazos County, Texas.

b. Amalgamated Bonanza Petroleum Ltd. (an undivided 4.6875% interest) by the following mineral deeds:

(i) Mineral deed dated August 1, 1977, from Olga Lightfoot Gano recorded in Volume 379, Page 827 of the Deed Records of Brazos County, Texas.

(ii) Mineral deed dated July 20, 1977 from Harvard L. Lightfoot recorded in Volume 379, Page 846 of the Deed Records of Brazos County, Texas.

(iii) Mineral deed dated July 28, 1977 from Mary Katherine Nelson Kilgore recorded in Volume 379, Page 836 of the Deed Records of Brazos County, Texas.

(iv) Mineral deed dated July 29, 1977 from Roger Francis Nelson recorded in Volume 379, Page 841 of the Deed Records of Brazos County, Texas.

(v) Mineral deed dated July 28, 1977 from Charles Conrad Nelson recorded in Volume 379, Page 831 of the Deed Records of Brazos County, Texas.

c. Jewel Morris Lightfoot, Jr., Tony Lightfoot Eshom, Tracey Lynn Lightfoot Eshom and James Rayburn Lightfoot Eshom (an undivided 1.5625% interest) by inheritance from Jewel P. Lightfoot, Fredonia B. Lightfoot, James Rayburn Lightfoot and/or Fay Lightfoot.

Leasehold Title:

a. Amalgamated Bonanza Petroleum Ltd. pursuant to an Oil, Gas and Mineral Lease dated August 26, 1974 to Public Lands Exploration, Inc. from Henry K. Odom, Jr. and wife, Linda Odom recorded in Volume 22, Page 81 of the Oil and Gas Lease Records of Brazos County, Texas and assigned to Amalgamated Bonanza Petroleum Ltd. by assignment dated August 22, 1975 recorded in Volume 354, Page 369 of the Deed Records of Brazos County, Texas.

b. The interests of Amalgamated Bonanza Petroleum Ltd., Jewel Morris Lightfoot, Jr., Tony Lightfoot Eshom, Tracey Lynn Lightfoot Eshom and James Rayburn Lightfoot Eshom are not currently under lease.

Tract 3

Description:

Henry K. Odom, Jr. 24.8 acre tract situated in the Isaiah Curd League, Abstract No. 11, Brazos County, Texas.

Mineral Leasing Rights:

Henry K. Odom, Jr. and wife, Linda Odom pursuant to a deed dated August 31, 1973 from Henry K. Odom and wife, Maudie Odom recorded in Volume 319, Page 592 of the Deed Records of Brazos County, Texas.

Leasehold Title:

Amalgamated Bonanza Petroleum Ltd. pursuant to an Oil, Gas and Mineral Lease dated August 26, 1974 from H. K. Odom, Jr. and

wife, Linda Odom to Public Lands Exploration, Inc., recorded in Volume 22, Page 81 of the Oil and Gas Lease Records of Brazos County, Texas which lease was assigned to Amalgamated Bonanza Petroleum Lt. by Public Lands Exploration, Inc. by assignment dated August 22, 1975 recorded in Volume 354, Page 369 of the Deed Records of Brazos County, Texas.

Tract 4

Description:

Unit 5.21 ac's (4.63)

110118 Henry K. Odom, Jr. 133.62 acre tract situated in the Isaiah Curd League, Abstract No. 11, Brazos County, Texas.

Mineral Leasing Rights:

a. Henry K. OK Odom, Jr. and wife, Linda Odom, (an undivided 93.75% interest) pursuant to a deed dated August 31, 1973 from 110118 Henry K. Odom and wife, Maudie Odom recorded in Volume 319, Page 592 of the Deed Records of Brazos County, Texas.

b. Frank Boriskie, County Clerk of Brazos County, OK Texas (an undivided 6.25% interest) as Receiver for the Unknown Stockholders of Marley Production Company; a defunct Texas corporation, 110852 pursuant to a judgment dated August 26, 1977 in Cause No. 21272 in the District Court of Brazos County, Texas for the 85th Judicial District of Texas.

Leasehold Title:

a. Amalgamated Bonanza Petroleum Ltd. pursuant to an Oil, Gas and Mineral Lease dated August 26, 1974 from H. K. Odom, Jr. and wife, Linda Odom to Public Lands Exploration, Inc., recorded 110118 in Volume 22, Page 81 of the Oil and Gas Lease Records of Brazos County, Texas which lease was assigned to Amalgamated Bonanza Petroleum Ltd. by public Lands Exploration, Inc. by assignment dated August 22, 1975 recorded in Volume 354, Page 369 of the Deed Records of Brazos County, Texas.

b. Amalgamated Bonanza Petroleum Ltd. pursuant to an Oil, Gas and Mineral Lease dated August 26, 1977 from Frank Boriskie, County Clerk of Brazos County, Texas as Receiver for the Unknown 110852 Stockholders of Marley Production Company; a defunct Texas corporation, recorded in Volume 27, Page 494 of the Oil and Gas Lease Records of Brazos County, Texas.

Tract 5

Description:

Unit 7.37ac (6.53)

The Feather Crest Farms, Inc. (formerly DRB Holstein Farms, Inc.) 40.8 acre tract situated in the Joshua Seale Survey, Abstract No. 214, Brazos County, Texas.

110099

Mineral Leasing Rights:

a. DRB Holstein Farms, Inc. (an undivided 93.75% interest) pursuant to a deed dated March 24, 1971 from Fritz W. Glitsch, Jr. and wife, Jane Marie Glitsch recorded in Volume 293, Page 19 of the Deed Records of Brazos County, Texas.

110099

b. Amalgamated Bonanza Petroleum Ltd. (an undivided 4.6875% interest) by the following mineral deeds:

(i) Mineral deed dated August 1, 1977, from Olga Lightfoot Gano recorded in Volume 379, Page 826 of the Deed Records of Brazos County, Texas.

111027 M/D

(ii) Mineral deed dated July 20, 1977 from Harvard L. Lightfoot recorded in Volume 379, Page 846 of the Deed Records of Brazos County, Texas.

(iii) Mineral deed dated July 28, 1977 from Mary Katherine Nelson Kilgore recorded in Volume 379, Page 836 of the Deed Records of Brazos County, Texas.

(iv) Mineral deed dated July 29, 1977 from Roger Francis Nelson recorded in Volume 379, Page 841 of the Deed Records of Brazos County, Texas.

(v) Mineral deed dated July 28, 1977 from Charles Conrad Nelson recorded in Volume 379, Page 831 of the Deed Records of Brazos County, Texas.

c. Jewel Morris Lightfoot, Jr., Tony Lightfoot Eshom, Tracey Lynn Lightfoot Eshom and James Rayburn Lightfoot Eshom by inheritance from Jewel P. Lightfoot, Fredonia B. Lightfoot, James Rayburn Lightfoot and/or Fay Lightfoot. 1.5625%

110941
111028

Leasehold Title:

a. Amalgamated Bonanza Petroleum Ltd. pursuant to an Oil, Gas and Mineral Lease dated October 15, 1974 from DRB Holstein Farms, Inc. to Public Lands Exploration, Inc. recorded in Volume 22, Page 200 of the Oil and Gas Lease Records of Brazos County, Texas and assigned to Amalgamated Bonanza Petroleum Ltd. by

110099

assignment dated August 22, 1975 recorded in Volume 354, Page 369 of the Deed Records of Brazos County, Texas.

111027 111028 110941 b. The interests of Amalgamated Bonanza Petroleum Ltd., Jewel Morris Lightfoot, Jr., Tony Lightfoot Eshom, Tracey Lynn Lightfoot Eshom, and James Rayburn Lightfoot Eshom are not currently under lease.

Tract 6

Description:

110128 Feather Crest Egg Company (formerly Feather Crest Enterprises, Inc.) 39.81 acre tract in the Joshua Seale Survey, Abstract 214, Brazos County, Texas.

Mineral Leasing Rights:

110128 a. Feather Crest Enterprises, Inc. (an undivided 93.75% interest) pursuant to a deed dated March 24, 1971, from Fritz W. Glitsch, Jr. and wife, Jane Marie Glitsch recorded in Volume 293, Page 28 of the Deed Records of Brazos County, Texas.

b. Amalgamated Bonanza Petroleum Ltd. (an undivided 4.6875% interest) by the following mineral deeds:

111027 (i) Mineral deed dated August 1, 1977, from Olga Lightfoot Gano recorded in Volume 379, Page 826 of the Deed Records of Brazos County, Texas.

(ii) Mineral deed dated July 20, 1977 from Harvard L. Lightfoot recorded in Volume 379, Page 846 of the Deed Records of Brazos County, Texas.

(iii) Mineral deed dated July 28, 1977 from Mary Katherine Nelson Kilgore recorded in Volume 379, Page 836 of the Deed Records of Brazos County, Texas.

(iv) Mineral deed dated July 29, 1977 from Roger Francis Nelson recorded in Volume 379, Page 841 of the Deed Records of Brazos County, Texas.

(v) Mineral deed dated July 28, 1977 from Charles Conrad Nelson recorded in Volume 379, Page 831 of the Deed Records of Brazos County, Texas.

110941 111028 c. Jewel Morris Lightfoot, Jr., Tony Lightfoot Eshom, Tracey Lynn Lightfoot Eshom and James Rayburn Lightfoot Eshom (an

undivided 1.5625% interest) by inheritance from Jewel P. Lightfoot, Fredonia B. Lightfoot, James Rayburn Lightfoot and/or Fay Lightfoot.

Leasehold Title:

a. Amalgamated Bonanza Petroleum Ltd. pursuant to an Oil, Gas and Mineral Lease dated October 15, 1974 to Public Lands Exploration, Inc. from Feather Crest Enterprises, Inc. recorded in Volume 22, Page 195 of the Oil and Gas Lease Records of Brazos County, Texas and assigned to Amalgamated Bonanza Petroleum Ltd. by assignment dated August 22, 1975 recorded in Volume 354, Page 369 of the Deed Records of Brazos County, Texas.

b. The interests of Amalgamated Bonanza Petroleum Ltd., Jewel Morris Lightfoot, Jr., Tony Lightfoot Eshom, Tracey Lynn Lightfoot Eshom, and James Rayburn Lightfoot Eshom are not currently under lease.

Tract 7

Description:

State of Texas 6.06 acre tract (State Highway 21) situated in the Joshua Seale Survey, Abstract No. 214, Brazos County, Texas.

Mineral Leasing Rights:

State of Texas pursuant to (1) a deed dated October 8, 1930 from W. H. Buchanan and wife, Pearl Buchanan, recorded in Volume 78, Page 287 of the Deed Records of Brazos County, Texas, (2) a deed dated October 16, 1930 from Frank Matejka recorded in Volume 78, Page 348 of the Deed Records of Brazos County, Texas, (3) a deed dated September 6, 1930 from Henry Klintworth recorded in Volume 78, Page 308 of the Deed Records of Brazos County, Texas and (4) a deed dated November 1, 1930 from Mrs. E. R. Lloyd and B. F. Lloyd recorded in Volume 78, Page 372 of the Deed Records of Brazos County, Texas.

Leasehold Title:

This interest is not under lease.

Royalties and Overriding Royalties

Except as may be specifically otherwise noted, each of the leases listed above contains a lessors royalty of 12.5% and is subject to various overriding royalty interests as set forth below:

a. The leases in which Public Lands Exploration, Inc. is the original lessee are subject to the following overriding royalty interests:

Tom B. Boston, et al, as Trustees of the Public Lands Royalty Trust	3.125000%
E. Lewis Huber	1.562500%
Richard P. Brooks	.562500%
Hi Lo Holding, Ltd.	1.500000%
Portobello Petroleum Ltd.	.500000%
Patrick Petroleum Corporation of Michigan	2.343750%
Rio Negro Minerals (C.V.)	1.171875%
Oro Brazos Minerals (C.V.)	1.000000%
Don L. Hall	.640000%

b. The leases in which Amalgamated Bonanza Petroleum Ltd. is the original lessee are subject to the following overriding royalty interests which do not appear of record in Brazos County, Texas:

Hi Lo Holding, Ltd.	1.500000%
Portobello Petroleum, Ltd.	1.500000%
Don L. Hall	.640000%

c. The lease from Frank Boriskie, County Clerk of Brazos County, Texas as Receiver for the Unknown Stockholders of Marley Production Company, a defunct Texas corporation, is subject to the following overriding royalty interests which do not appear of record in Brazos County, Texas:

Hi Lo Holding, Ltd.	1.500000%
Portobello Petroleum, Ltd.	1.500000%
Don L. Hall	.6400000%
H. K. Odom, Jr. and wife, Linda Odom	6.250000%

Comments and Requirements

1. Various discrepancies with respect to the identity or capacity of parties to instruments and other potential title problems appear in the chain of title. However, except as may be specifically noted below such discrepancies and/or problems which may have constituted actual title defects occurred prior to the applicable limitations period and should be cured by limitations. It is recommended that you obtain affidavits establishing a continuous chain of possession and use into the current mineral owner for a period of at least twenty-five years prior to the execution of the oil, gas and mineral lease or leases under which Amalgamated Bonanza Petroleum Ltd. holds leasehold title.

2. Certain of the subject tracts are subject to various easements which do not affect mineral title. Your operations, however, should be conducted so as to avoid conflict with the use of the surface by the holders of such easements.

3. Certain of the subject tracts are subject to oil and gas leases which have not been released of record but which are beyond their primary terms. You should satisfy yourself that such leases have not been maintained by production of oil and/or gas.

4. Certain of the subject tracts are subject to vendor's liens and/or deeds of trust securing notes which appear from the instruments reviewed to have been paid off, but for which releases were either never secured or not recorded with respect to the liens securing said notes. However, with the exception of the liens specifically set forth below, the enforcement of all of such liens appear to have been barred by the applicable statutes of limitation.

a. Tract 5 is subject to a vendor's lien reserved in the deed dated March 24, 1971 from Fritz W. Glitsch, Jr. and wife, Jane Marie Glitsch to DRB Holstein Farms, Inc. recorded in Volume 293, Page 19 of the Deed Records of Brazos County, Texas and to a deed of trust of even date therewith recorded in Volume 151, Page 16 of the Deed of Trust Records of Brazos County, Texas.

b. Tract 6 is subject to a vendor's lien reserved in the deed dated March 24, 1971 from Fritz W. Glitsch, Jr. and wife, Jane Marie Glitsch to Feather Crest Enterprises, Inc. recorded in Volume 293, Page 28 of the Deed Records of Brazos County, Texas and to a deed of trust of even date therewith recorded in Volume 151, Page 11 of the Deed of Trust Records of Brazos County, Texas.

You should obtain subordinations of the vendor's liens and the liens of the deeds of trust specifically referenced above to the oil and gas leases held by you with respect to the subject tracts affected thereby or, if such subordinations cannot be obtained you should assure yourself that the notes secured by such liens remain current and that there is full compliance with the terms and provisions of the deeds of trust.

5. Tract 4 is subject to a non-participating royalty interest reserved by Mrs. Gertrude Schmidt, a widow, in a deed dated March 3, 1961 recorded in Volume 210, Page 115 of the Deed Records of Brazos County, Texas. This royalty interest is for the term of Mrs. Schmidt's life.

You should obtain a ratification of the oil and gas leases covering the tracts which are subject to this non-participating royalty interest from Mrs. Schmidt.

6. The conveyances to the State of Texas with respect to State Highway 21 appear to be fee grants vesting both the minerals and the surface in the State. We have been advised by the State Highway Commission that they are legally prohibited from leasing this right-of-way. However, several of the property owners with lands adjoining the highway have informed us that they intend to seek a declaratory judgment that the conveyances to the State constituted only grants of easements and that the adjoining land owners mineral rights extend to the center of the highway. You should hold all funds attributable to the minerals beneath the highway in suspense pending a resolution of the ownership thereof.

7. You should obtain leases on the outstanding mineral interests held by Jewel Morris Lightfoot, Jr., Tony Lightfoot Eshom, Tracey Lynn Lightfoot Eshom and James Rayburn Lightfoot Eshom with respect to Tracts 2, 5 and 6 and Amalgamated Bonanza Petroleum Ltd. should execute a ratification of the Pooling Declaration with respect to the mineral interests it has acquired under such tracts.

8. We have reviewed no materials with respect to the payment of delay rentals on the leases, or with respect to production from any of the subject tracts. You should satisfy yourself that the leases have been maintained in accordance with their terms.

9. To avoid possible claims based on use, possession, and claims of persons adverse to the record title, you should have an investigation made to determine the existence, if any, of such possible adverse claims.

10. No surveys of the subject tracts have been reviewed and we cannot comment on the acreage or boundaries of the subject tracts or discrepancies in descriptions of the lands covered.

11. Our review has not covered the records of taxing agencies having authority to assess taxes against the subject tracts nor has it included a review of state or Federal tax lien records, abstract of judgment records, lis pendens records, state or Federal court records, or any other records other than those referenced in the tract books of the Brazos County Abstract Company.

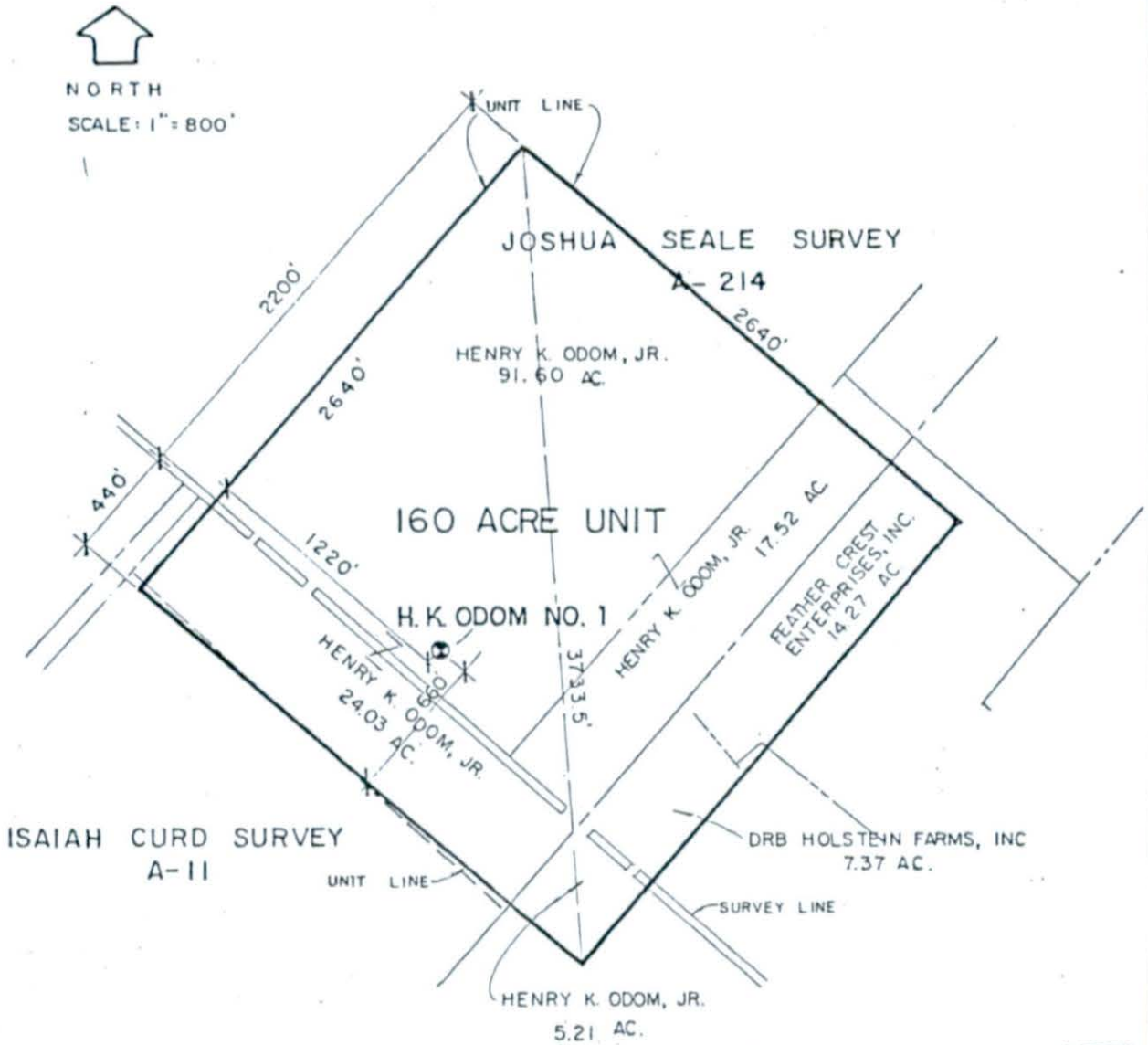
This is not an opinion of title and no certification or representation is made as to the accuracy or completeness of the materials reviewed.

Very truly yours,

Don E. Williams

Don E. Williams

DEW:jc



LESSOR		ACRES
HENRY K. ODOM, JR.	23.48	24.03
HENRY K. ODOM, JR.	4.63	5.21
DRB HOLSTEIN FARMS, INC.	6.53	7.37
FEATHER CREST ENTERPRISES, INC.	12.64	14.27
HENRY K. ODOM, JR.	15.06	17.52
HENRY K. ODOM, JR.		91.60
	153.94	160.00
	+ 6.06	

STATE OF TEXAS
DONALD W. BOCKMAN
1762
REGISTERED
PUBLIC SURVEYOR

AMALGAMATED BONANZA PETROLEUM. LTD.
H. K. ODOM UNIT NO. 1 160 ACRES

JOSHUA SEALE SURVEY, A-214
ISAIAH CURD SURVEY, A-11

BRAZOS COUNTY, TEXAS

Prepared by: Donald W. Bockman

Donald W. Bockman, R. P. S., No. 1762, April 1977

SPENCER J. BUCHANAN AND ASSOCIATES, INC.
CONSULTING ENGINEERS BRYAN, TEXAS

INTERNAL CORRESPONDENCE

File No.

FROM	Candace S. Baggett	AT	Houston - Law	IN REPLY REFER TO	
TO	R. H. Bartlett Attn: Paula M. Rimel	AT	650B Esperson	DATE	7/6/84

Re: State Highway No. 21
Odom Unit I
Kurten Field, Brazos County, Texas

In accordance with Paula M. Rimel's request, I have reviewed the Division Order Title Opinion on the Odom Unit I and Claude E. Upchurch's memorandum of May 28, 1982.

The 6.06 acres presently being held in suspense under the State of Texas, may be paid to the adjoining mineral interest owners as shown on the plat prepared by Donald W. Bockman in April of 1977.

If I can be of further assistance, please call me at 4-9878.

Candace S. Baggett

Candace S. Baggett

CSB/aw

Attachment

cc: J. P. Baird

INTERNAL CORRESPONDENCE

FROM R.H. Bartlett AT Houston IN REPLY REFER TO

TO M.C. Smith AT Houston - Law DATE June 19, 1984

Subject: State Highway No. 21
Odom Unit I
Kurten Field, Brazos County, Texas

This is in regards to the interest allocated to the land underlying State Highway No. 21 which runs through the subject H.K. Odom Unit I in Brazos County, Texas.

Enclosed is the survey and Division Order Title Opinion on the H.K. Odom Unit I. The Division Order Title Opinion states that 6.06 acres in said unit underlies State Highway No. 21. Said land is shown outlined in red on the attached survey. The monies and interest allocated to this land is presently being held in suspense under the State of Texas.

The survey allocates portions of said 6.06 acres to the adjoining tracts as follows:

Tract 2:	15.06	+	2.46	=	17.52
Tract 3:	23.48	+	.55	=	24.03
Tract 4:	4.63	+	.58	=	5.21
Tract 5:	6.53	+	.84	=	7.37
Tract 6:	12.64	+	1.63	=	14.27
Total	62.34		6.06		68.40

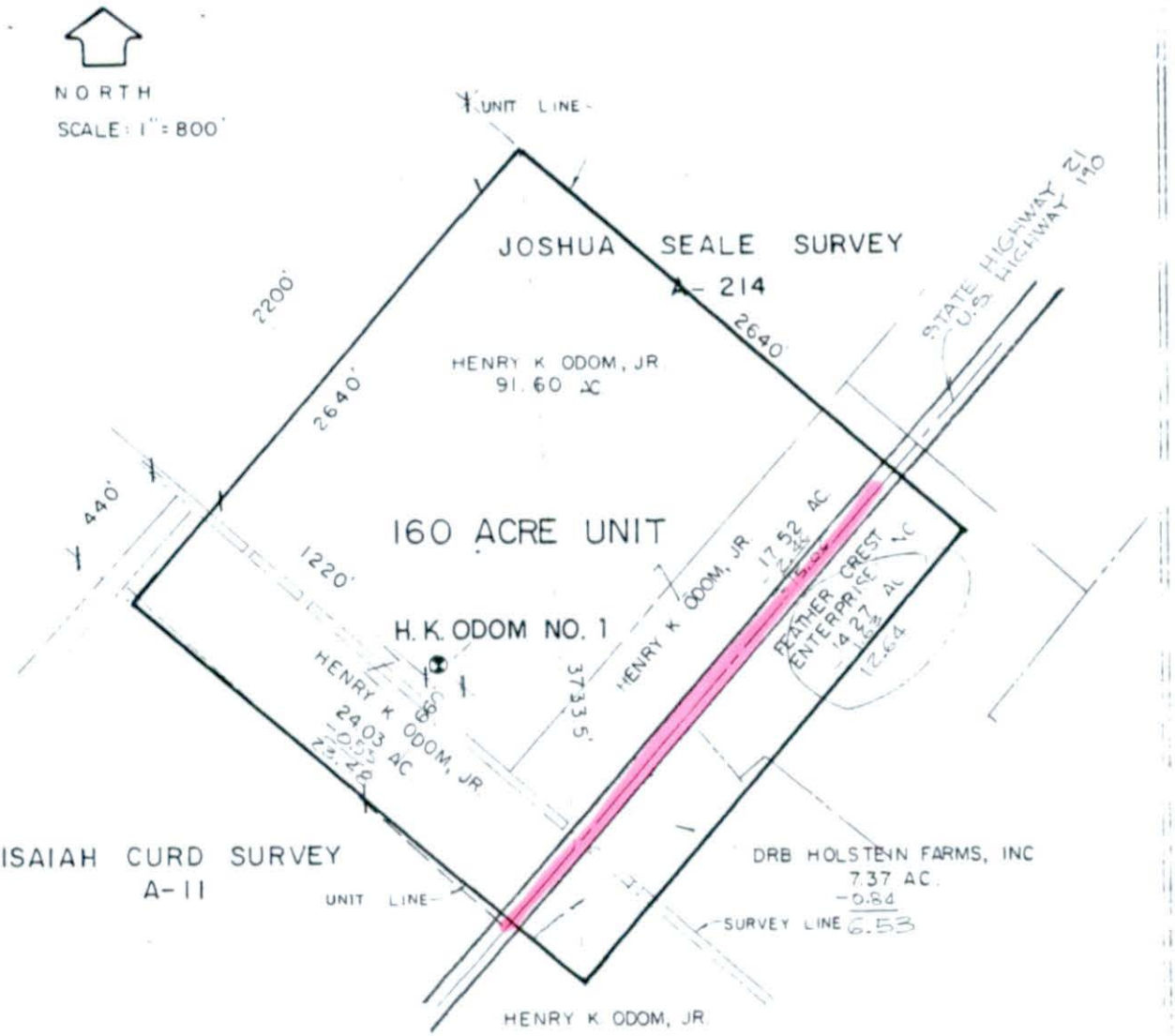
If this information is sufficient, please advise J.P. Baird to distribute the suspended interest in said 6.06 acres as shown on the survey of said unit.

Also enclosed is Unit File No. 1-11219.

If you should need any further information, please contract Paula M. Rimel at extension 7781.

Paula M. Rimel

Paula M. Rimel



LESSOR	ACRES
HENRY K. ODOM, JR.	23.48 ~~24.03~~
HENRY K. ODOM, JR.	4.63 ~~5.21~~
DRB HOLSTEIN FARMS, INC.	6.53 ~~7.37~~
FEATHER CREST ENTERPRISES, INC.	12.64 ~~14.27~~
HENRY K. ODOM, JR.	15.06 ~~17.52~~
HENRY K. ODOM, JR.	91.60
STATE OF TEXAS	6.06

AMALGAMATED BONANZA PETROLEUM. LTD.
H. K. ODOM UNIT NO. 1 160 ACRES

JOSHUA SEALE SURVEY, A-214
ISAIAH CURD SURVEY, A-11

BRAZOS COUNTY, TEXAS

Prepared by: Donald W. Bockman

Donald W. Bockman, R. P. S., No. 1762, April 1977

SPENCER J. BUCHANAN AND ASSOCIATES, INC.
CONSULTING ENGINEERS BRYAN TEXAS

(H)

State of Texas
6.06 ac
Tract 8

MOORE, PETERSON, BAUER, WILLIAMS & STOLLENWERCK
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

28TH FLOOR
REPUBLIC NATIONAL BANK TOWER
DALLAS, TEXAS 75201

TELEPHONE: 214/651-1721
TWX 910/861-9168
CABLE ADDRESS: MOPETE

December 16, 1977

Amalgamated Bonanza Petroleum Ltd.
#1800, 444 - 5th Avenue, S.W.
Calgary, Alberta T2P 2T8
CANADA

Attention: Mr. Lee Irvine

Re: H. K. Odom Unit No. 2 (Only Oil Lease)
Brazos County, Texas
(the "Unit")

Gentlemen:

With respect to the tracts of land comprising the Unit, we have, at your request, reviewed the survey tract books of the Brazos County Abstract Company, the instruments recorded in the Brazos County Clerk's office listed in such tract books and, when available, abstracts covering such tracts in an attempt to ascertain mineral and leasehold title to such tracts. Based solely upon such review and subject to the comments and the satisfaction of the requirements set forth below, it appears that the mineral leasing rights and leasehold title to the tracts comprising the Unit as of the dates of recording of the oil and gas leases to Amalgamated Bonanza Petroleum Ltd. or leasehold title as of the dates of recording of assignments to Amalgamated Bonanza Petroleum Ltd. are as hereinafter set forth.

The Unit, a plat of which is attached hereto as Exhibit "A" was created by a Pooling Declaration effective as of May 1, 1977 and recorded in Volume 372, Page 250 of the Deed Records of Brazos County, Texas as amended by Amended Pooling Declaration recorded in Volume 384, Page 214 of the Deed Records of Brazos County, Texas. The Unit is comprised of portions of the following tracts:

123

See Order A-214

Tract 1

Description:

Henry K. Odom, Jr. 222.5 acre tract situated in the Joshua Seale Survey, Abstract No. 214, Brazos County, Texas.

Mineral Leasing Rights:

Henry K. Odom, Jr. and wife, Linda Odom, pursuant to a deed dated August 31, 1973 from Henry K. Odom and wife, Maudie Odom, recorded in Volume 319, Page 592 of the Deed Records of Brazos County, Texas.

Leasehold Title:

Amalgamated Bonanza Petroleum Ltd. pursuant to an Oil, Gas and Mineral Lease dated August 26, 1974 to Public Lands Exploration, Inc. from Henry K. Odom, Jr. and wife, Linda Odom recorded in Volume 22, Page 81 of the Oil and Gas Lease Records of Brazos County, Texas and assigned to Amalgamated Bonanza Petroleum Ltd. by assignment dated August 22, 1975 recorded in Volume 354, Page 369 of the Deed Records of Brazos County, Texas.

Tract 2

Description:

Henry K. Odom, Jr. 19.13 acre tract situated in the Joshua Seale Survey, Abstract No. 214, Brazos County, Texas.

Mineral Leasing Rights:

Henry K. Odom, Jr. and wife, Linda Odom pursuant to a deed dated August 31, 1973 from Henry K. Odom and wife, Maudie Odom, recorded in Volume 319, Page 592 of the Deed Records of Brazos County, Texas.

Leasehold Title:

Amalgamated Bonanza Petroleum Ltd. pursuant to an Oil, Gas and Mineral Lease dated August 26, 1974 to Public Lands Exploration, Inc. from Henry K. Odom, Jr. and wife, Linda Odom recorded in Volume 22, Page 81 of the Oil and Gas Lease Records of Brazos County, Texas and assigned to Amalgamated Bonanza Petroleum Ltd. by assignment dated August 22, 1975 recorded in Volume 354, Page 369 of the Deed Records of Brazos County, Texas.

Tract 3

Description:

Feather Crest Egg Company (formerly Feather Crest Enterprises, Inc.) 39.81 acre tract situated in the Joshua Seale Survey, Abstract No. 214, Brazos County, Texas.

Mineral Leasing Rights:

Feather Crest Enterprises, Inc. pursuant to a deed dated March 24, 1971 from Fritz W. Glitsch, Jr. and wife, Jane Marie Glitsch, recorded in Volume 293, Page 28 of the Deed Records of Brazos County, Texas.

Leasehold Title:

Amalgamated Bonanza Petroleum Ltd. pursuant to an Oil, Gas and Mineral Lease dated October 15, 1974 to Public Lands Exploration, Inc. from Feather Crest Enterprises, Inc. recorded in Volume 22, Page 195 of the Oil and Gas Lease Records of Brazos County, Texas and assigned to Amalgamated Bonanza Petroleum Ltd. by assignment dated August 22, 1975 recorded in Volume 354, Page 369 of the Deed Records of Brazos County, Texas.

Tract 4

Description:

Feather Crest Egg Company (formerly Feather Crest Enterprises, Inc.) 30 acre tract situated in the Joshua Seale Survey, Abstract No. 214, Brazos County, Texas.

Mineral Leasing Rights:

a. Feather Crest Enterprises, Inc. (an undivided 1/2 interest) pursuant to a deed dated September 1, 1964 from Feather Crest, Inc., recorded in Volume 259, Page 441 of the Deed Records of Brazos County, Texas.

b. Wallace Ervin Lawless (an undivided 1/2 interest) pursuant to a mineral reservation contained in a deed dated April 17, 1950 to B. M. Mayfield recorded in Volume 143, Page 318 of the Deed Records of Brazos County, Texas and corrected by Correction Deed dated January 30, 1953 recorded in Volume 158, Page 55 of the Deed Records of Brazos County, Texas.

Leasehold Title:

a. Amalgamated Bonanza Petroleum Ltd. pursuant to an Oil, Gas and Mineral Lease dated December 13, 1976 from Wallace Ervin Lawless and wife, Amy Ruth Lawless recorded in Volume 24, Page 703 of the Oil and Gas Lease Records of Brazos County, Texas.

b. Amalgamated Bonanza Petroleum Ltd. pursuant to an Oil, Gas and Mineral Lease dated October 15, 1974 to Public Lands Exploration, Inc. from Feather Crest Enterprises, Inc. recorded in Volume 22, Page 195 of the Oil and Gas Lease Records of Brazos County, Texas and assigned to Amalgamated Bonanza Petroleum Ltd. by assignment dated August 22, 1975 recorded in Volume 354, Page 369 of the Deed Records of Brazos County, Texas.

Tract 5

Description:

O. M. Brown 50.01 acre tract situated in the Joshua Seale Survey, Abstract No. 214, Brazos County, Texas.

Mineral Leasing Rights:

Odas M. Brown and wife, Eletha Brown pursuant to a deed dated June 16, 1970 from J. L. Stanfield, recorded in Volume 287, Page 89 of the Deed Records of Brazos County, Texas.

Leasehold Title:

Amalgamated Bonanza Petroleum Ltd. pursuant to an Oil, Gas and Mineral Lease dated October 21, 1974 to Public Lands Exploration, Inc. from Odas M. Brown and wife, Eletha M. Brown recorded in Volume 22, Page 220 of the Oil and Gas Lease Records of Brazos County, Texas and assigned to Amalgamated Bonanza Petroleum Ltd. by assignment dated August 22, 1975 recorded in Volume 354, Page 369 of the Deed Records of Brazos County, Texas.

Tract 6

Description:

Joe Clyde Burt 9.1 acre tract situated in the Joshua Seale Survey, Abstract No. 214, Brazos County, Texas.

Mineral Leasing Rights:

Joe Clyde Burt and wife, Juanita Burt pursuant to a deed dated January 29, 1969 from Frank M. King and wife, Clare King, recorded in Volume 275, Page 533 of the Deed Records of Brazos County, Texas.

Leasehold Title:

Amalgamated Bonanza Petroleum Ltd. pursuant to an Oil, Gas and Mineral Lease dated December 8, 1976 from Joe Clyde Burt and Juanita Burt, recorded in Volume 24, Page 581 of the Oil and Gas Lease Records of Brazos County, Texas.

Tract 7

Description:

Carvey T. Nevill 100 acre tract situated in the Joshua Seale Survey, Abstract No. 214, Brazos County, Texas.

Mineral Leasing Rights:

Carvey T. Nevill and wife, Christine Nevill pursuant to a deed dated July 17, 1962 from W. T. Kelley and wife, Maggie Kelley recorded in Volume 220, Page 457 of the Deed Records of Brazos County, Texas.

Leasehold Title:

Amalgamated Bonanza Petroleum Ltd. pursuant to an Oil, Gas and Mineral Lease dated October 5, 1974 to Public Lands Exploration, Inc. from Carvey T. Nevill and wife, Christine Nevill recorded in Volume 22, Page 58 of the Oil and Gas Lease Records of Brazos County, Texas and assigned to Amalgamated Bonanza Petroleum Ltd. by assignment dated August 22, 1975 recorded in Volume 354, Page 369 of the Deed Records of Brazos County, Texas.

Tract 8

Description:

State of Texas 6.06 acre tract (State Highway 21) situated in the Joshua Seale Survey, Abstract No. 214, Brazos County, Texas.

Mineral Leasing Rights:

State of Texas pursuant to (1) a deed dated October 10, 1930 from W. R. Lawless and wife, Nora Lawless, recorded in Volume 78, Page 244 of the Deed Records of Brazos County, Texas, (2) a deed dated November 1, 1930 from Mrs. E. R. Lloyd and B. F. Lloyd recorded in Volume 78, Page 372 of the Deed Records of Brazos County, Texas.

Leasehold Title:

This interest is not under lease.

Royalties and Overriding Royalties

Except as may be specifically otherwise noted, each of the leases listed above contains a lessors royalty of 12.5% and is subject to various overriding royalty interests as set forth below:

a. The leases in which Public Lands Exploration, Inc. is the original lessee are subject to the following overriding royalty interests:

Tom B. Boston, et al, as Trustees of the Public Lands Royalty Trust	3.125000%
E. Lewis Huber	1.562500%
Richard P. Brooks	.562500%
Hi Lo Holding, Ltd.	1.500000%
Portobello Petroleum Ltd.	.500000%
Patrick Petroleum Corporation of Michigan	2.343750%
Rio Negro Minerals (C.V.)	1.171875%
Oro Brazos Minerals (C.V.)	1.000000%
Don L. Hall	.640000%

12.405625

b. The leases in which Amalgamated Bonanza Petroleum Ltd. is the original lessee are subject to the following overriding

royalty interests which do not appear of record in Brazos County, Texas:

Hi Lo Holding, Ltd.	1.500000%
Portcbello Petroleum, Ltd.	1.500000%
Don L. Hall	.640000%

3.64

Comments and Requirements

1. Various discrepancies with respect to the identity or capacity of parties to instruments and other potential title problems appear in the chain of title. However, except as may be specifically noted below such discrepancies and/or problems which may have constituted actual title defects occurred prior to the applicable limitations period and should be cured by limitations. It is recommended that you obtain affidavits establishing a continuous chain of possession and use into the current mineral owner for a period of at least twenty-five years prior to the execution of the oil, gas and mineral lease or leases under which Amalgamated Bonanza Petroleum Ltd. holds leasehold title.

2. Certain of the subject tracts are subject to various easements which do not affect mineral title. Your operations, however, should be conducted so as to avoid conflict with the use of the surface by the holders of such easements.

3. Certain of the subject tracts are subject to oil and gas leases which have not been released of record but which are beyond their primary terms. You should satisfy yourself that such leases have not been maintained by production of oil and/or gas.

4. Certain of the subject tracts are subject to vendor's liens and/or deeds of trust securing notes which appear from the instruments reviewed to have been paid off, but for which releases were either never secured or not recorded with respect to the liens securing said notes. However, with the exception of the liens specifically set forth below, the enforcement of all of such liens appear to have been barred by the applicable statutes of limitation.

a. Tract 3 is subject to a vendor's lien reserved in the deed dated March 24, 1971 from Fritz W. Glitsch, Jr. and wife, Jane Marie Glitsch to Feather Crest Enterprises, Inc. recorded in Volume 293, Page 28 of the Deed Records of Brazos County, Texas

and to a deed of trust of even date therewith recorded in Volume 151 Page 11 of the Deed of Trust Records of Brazos County, Texas.

b. Tract 4 is subject to a deed of trust dated November 29, 1972 securing the City National Bank of Bryan recorded in Volume 166, Page 40 of the Deed of Trust Records of Brazos County, Texas.

c. Tract 5 is subject to a vendor's lien reserved in a deed dated June 16, 1970 recorded in Volume 287, Page 89 of the Deed Records of Brazos County, Texas from J. L. Stanfield to Odas M. Brown and wife, Eletha Brown, securing the assumption of a deed of trust of record dated July 1, 1966 recorded in Volume 124, Page 209 of the Deed of Trust Records of Brazos County, Texas.

d. Tract 6 is subject to a deed of trust securing the Williams Mortgage Company dated January 29, 1969 recorded in Volume 139 Page 476 of the Deed of Trust Records of Brazos County, Texas, transferred to the Federal National Mortgage Association on the same date, and a vendor's lien reserved in a deed dated January 29, 1969 from Frank M. King and wife, Clare King to Joe Clyde Burt and wife, Juanita Burt recorded in Volume 275, Page 533 of the Deed Records of Brazos County, Texas.

You should obtain subordinations of the vendor's liens and the liens of the deeds of trust specifically referenced above to the oil and gas leases held by you with respect to the subject tracts affected thereby or, if such subordinations cannot be obtained you should assure yourself that the notes secured by such liens remain current and that there is full compliance with the terms and provisions of the deeds of trust.

5. Tracts 5, 6 and 7 are subject to the following non-participating royalty interests:

a. Tracts 5 and 6 are subject to a one-half (1/2) royalty interest reserved by Wallace E. Lawless in a deed dated December 31, 1953 recorded in Volume 162, Page 14 of the Deed Records of Brazos County, Texas. This royalty interest is for a term of twenty-five years from the date thereof.

b. Tract 7 is subject to a one-half (1/2) royalty interest conveyed in a deed dated November 9, 1964 to N. B. Allen, Jr. recorded in Volume 241, Page 519 of the Deed Records of Brazos County, Texas. This royalty interest is for a term of fifteen (15) years from the date thereof and so long thereafter as oil and gas is produced from the lands covered thereby. This royalty is now held as follows:

J. C. Culpepper, Jr.	1/24th of 1/8th
C. R. Hardy	1/12th of 1/8th
Donald P. Jones	1/3rd of 1/24th of 1/8th
Dudley Jones Reinke	1/3rd of 1/24th of 1/8th
Donald Joseph Tucker	1/6th of 1/24th of 1/8th
Paul Douglas Tucker	1/6th of 1/24th of 1/8th
Don E. Williams, Trustee	1/2 of 1/3rd of 1/8th
First Bank & Trust as Independent Executor of the Estate of Nat B Allen, Jr.	1/2 of 1/3rd of 1/8th

You should obtain ratifications of the oil and gas leases covering the tracts which are subject to these non-participating royalty interests from the current holders thereof.

6. The conveyances to the State of Texas with respect to State Highway 21 appear to be fee grants vesting both the minerals and the surface in the State. We have been advised by the State Highway Commission that they are legally prohibited from leasing this right-of-way. However, several of the property owners with lands adjoining the highway have informed us that they intend to seek a declaratory judgment that the conveyances to the State constituted only grants of easements and that the adjoining land owners mineral rights extend to the center of the highway. You should hold all funds attributable to the minerals beneath the highway in suspense pending a resolution of the ownership thereof.

7. The Exhibit attached to the assignment from Public Lands Exploration, Inc. to Amalgamated Bonanza Petroleum Ltd. does not list the correction leases set forth herein. This assignment and the various assignments of overriding royalty interests which utilize the same Exhibit should be amended to include an assignment of the correction leases.

8. We have reviewed no materials with respect to the payment of delay rentals on the leases, or with respect to production from any of the subject tracts. You should satisfy yourself that the leases have been maintained in accordance with their terms.

9. To avoid possible claims based on use, possession, and claims of persons adverse to the record title, you should have an investigation made to determine the existence, if any, of such possible adverse claims.

10. No surveys of the subject tracts have been reviewed and we cannot comment on the acreage or boundaries of the subject tracts or discrepancies in descriptions of the lands covered.

11. Our review has not covered the records of taxing agencies having authority to assess taxes against the subject tracts nor has it included a review of state or Federal tax lien records, abstract of judgment records, lis pendens records, state or Federal court records, or any other records other than those referenced in the tract books of the Brazos County Abstract Company.

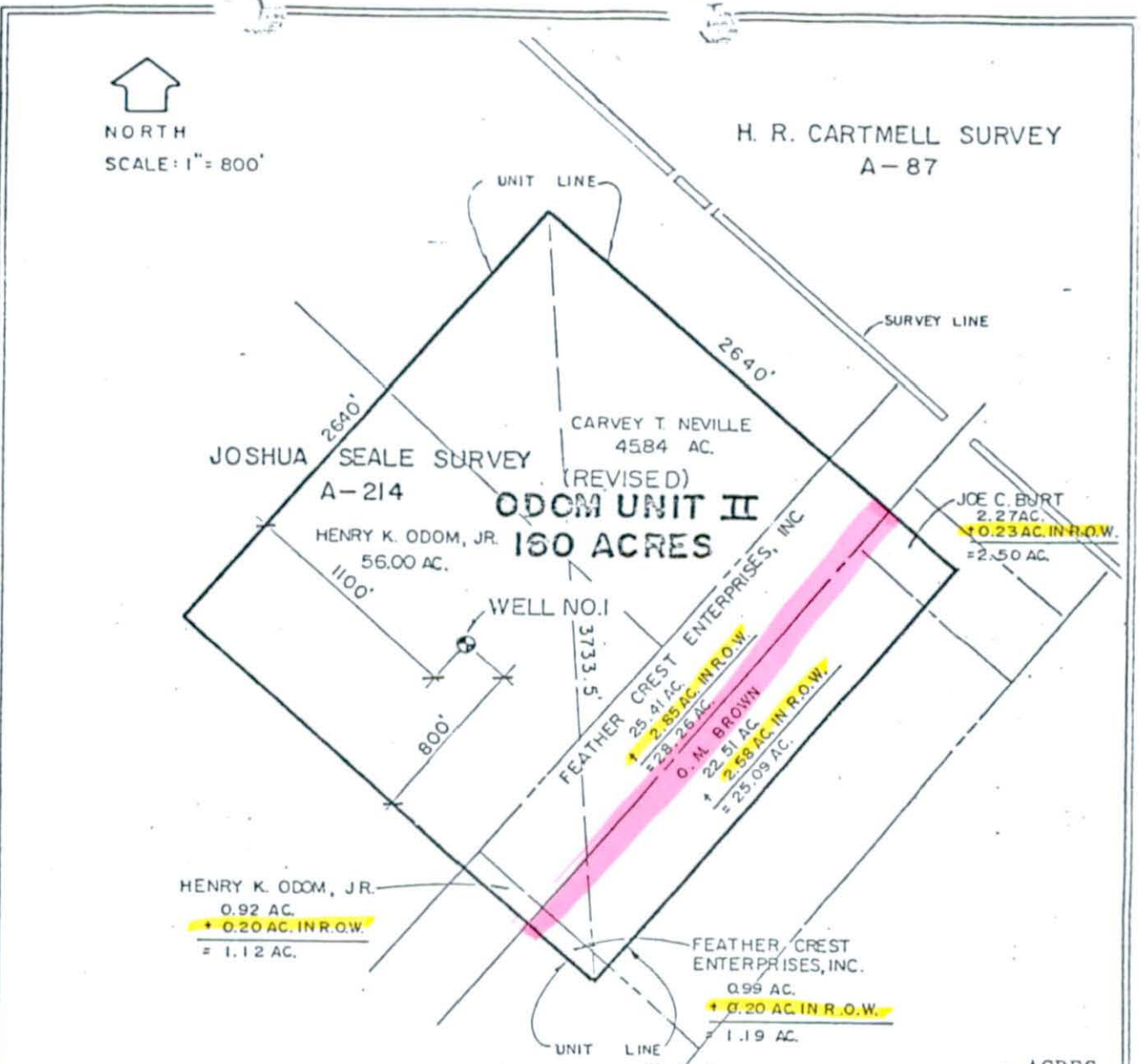
This is not an opinion of title and no certification or representation is made as to the accuracy or completeness of the materials reviewed.

Very truly yours,

Don E. Williams

Don E. Williams

DEW:jc



LESSOR	ACRES
HENRY K. ODOM, JR.	56.00
HENRY K. ODOM, JR.	1.12
FEATHER CREST ENTERPRISES, INC.	1.19
FEATHER CREST ENTERPRISES, INC.	28.26
O.M. BROWN	25.09
JOE C. BURT	2.50
CARVEY T. NEVILLE	45.84
TOTAL	160.00

STATE OF TEXAS
DONALD W. BOCKMAN
1762
REGISTERED
PUBLIC SURVEYOR

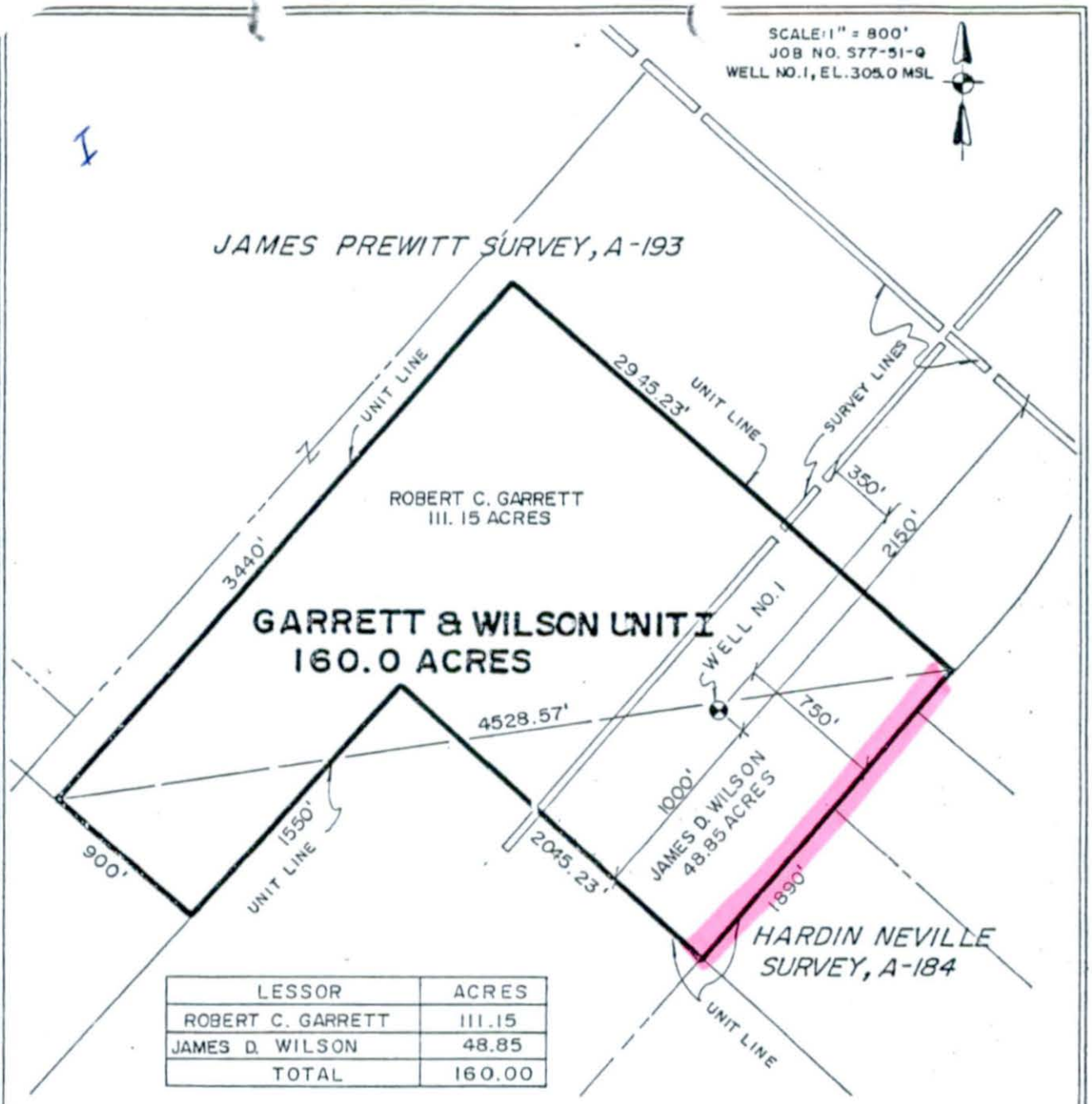
AMALGAMATED BONANZA PETROLEUM, LTD.
H. K. ODOM UNIT NO. 2 160 ACRES

JOSHUA SEALE SURVEY, A-214

BRAZOS COUNTY, TEXAS

Prepared by: Donald W. Bockman

Donald W. Bockman, R. P. S., No. 1762, April 1977



LESSOR	ACRES
ROBERT C. GARRETT	111.15
JAMES D. WILSON	48.85
TOTAL	160.00

AMALGAMATED BONANZA PETROLEUM, LTD.
JAMES PREWITT SURVEY, A-193
HARDIN NEVILLE SURVEY, A-184
BRAZOS COUNTY, TEXAS

STATE OF TEXAS
DONALD W. BOCKMAN
1762
REGISTERED PUBLIC SURVEYOR

Tract 138

SURVEYED BY:

Donald W. Bockman

DONALD W. BOCKMAN, R.P.S. NO. 1762, Nov., 1977

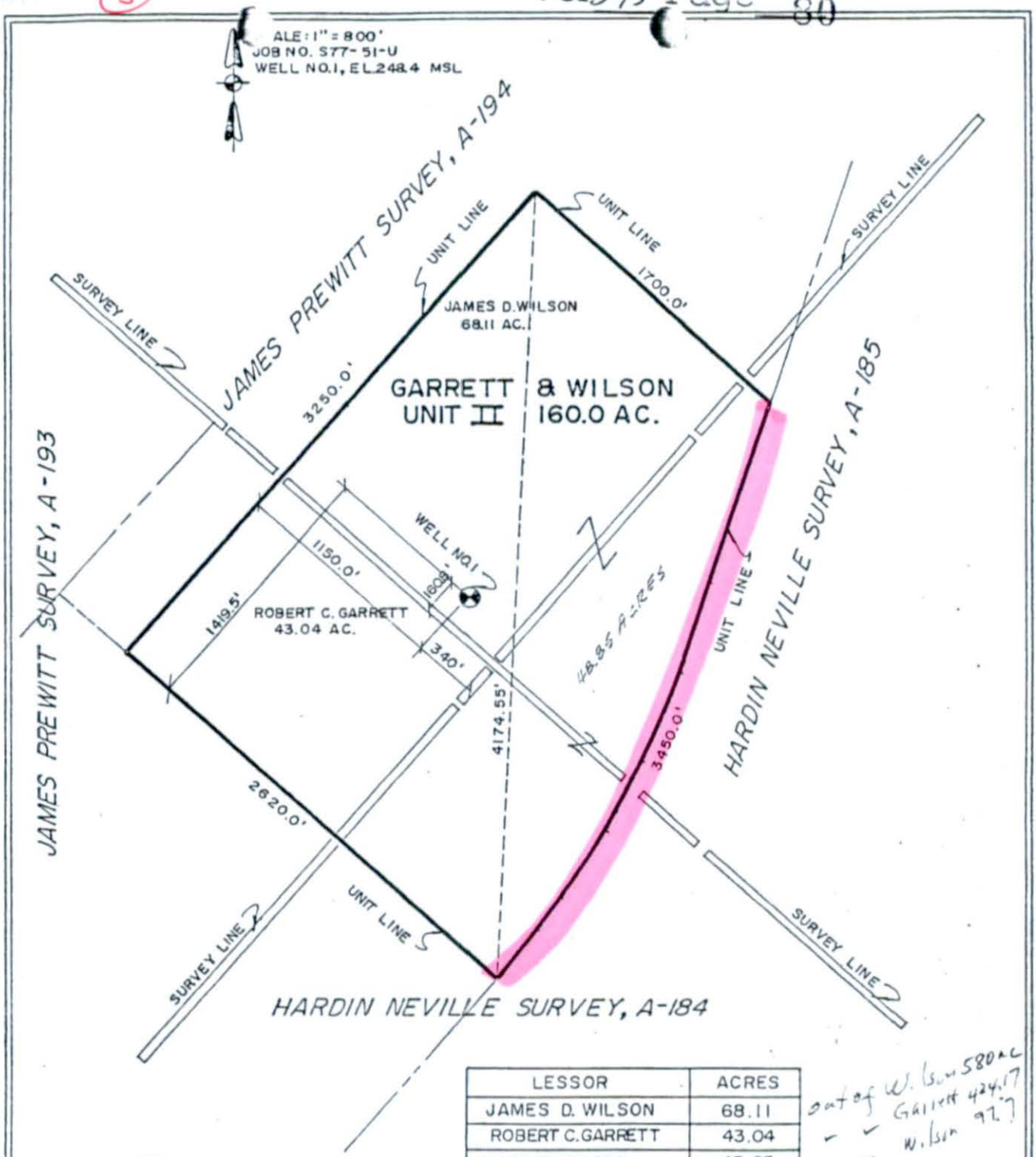
Vol 395 47

SPENCER J. BUCHANAN AND ASSOCIATES, INC.
CONSULTING ENGINEERS BRYAN, TEXAS

Revised Jan. 31, 1978

(J)

Vol395 Page 80



LESSOR	ACRES
JAMES D. WILSON	68.11
ROBERT C. GARRETT	43.04
JAMES D. WILSON	48.85
TOTAL	160.0

out of W. Wilson 580 AC
" " Garrett 424.17
" " W. Wilson 97.7

STATE OF TEXAS
DONALD W. BOCKMAN
1762
REGISTERED PUBLIC SURVEYOR

Tract 146

AMALGAMATED BONANZA PETROLEUM, LTD.
GARRETT & WILSON, UNIT II
JAMES PREWITT SURVEY, A-193
JAMES PREWITT SURVEY, A-194
HARDIN NEVILLE SURVEY, A-184
HARDIN NEVILLE SURVEY, A-185
BRAZOS COUNTY, TEXAS

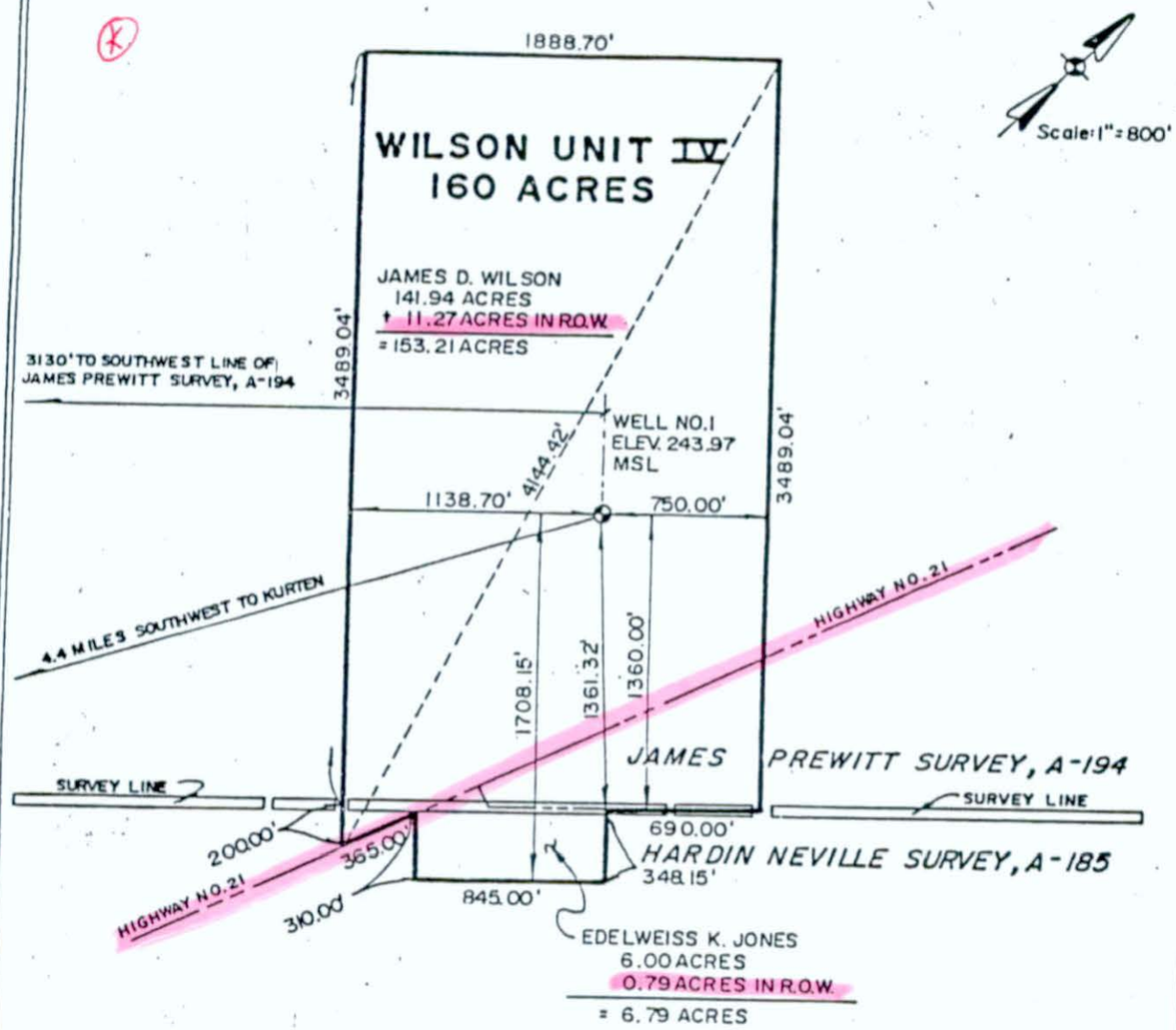
PREPARED BY:

Donald W. Bockman

DONALD W. BOCKMAN—R.P.S. NO. 1762—DEC., 1977

SPENCER J. BUCHANAN AND ASSOCIATES, INC.

REVISED DEC. 9, 1977



STATE OF TEXAS
EDSEL J. BURKHART
7496
REGISTERED
PROFESSIONAL ENGINEER

PREPARED FROM SURVEY MADE UNDER MY SUPERVISION IN JULY, 1980.

BY: _____
EDSEL J. BURKHART,
R.P.E. NO. 7496

LESSOR	ACRES
JAMES D. WILSON	153.21
EDELWEISS K. JONES	6.79
TOTAL	160.00

GULF OIL CORPORATION
HOUSTON PRODUCTION DISTRICT
LOCATION PLAT
WILSON UNIT IV, WELL NO. 1
KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS

VOL. 161 PAGE 801

SPENCER J. BUCHANAN AND ASSOCIATES, INC.
CONSULTING ENGINEERS BRYAN, 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.
I hereby certify, on 4-3-95 AD
Clara Ann Ward
County Clerk

159

JAMES A. PAKENHAM
ATTORNEY AT LAW
7575 KATY FREEWAY - SUITE 49 A
HOUSTON, TEXAS 77024
(713) 683-1662

(L)

October 28, 1981

DIVISION ORDER TITLE OPINION

Gulf Oil Corporation
P. O. Box 3725
Houston, Texas 77001

Attention: Mr. Claude E. Upchurch
Law Department

Re: Wilson Unit No. 2, being 160 acres out of the James Prewitt Survey, Abstract 194, and the Hardin Neville Survey, Abstract 185, Brazos County, Texas.

Gentlemen:

As requested, I have examined title to the Unit described herein and find that ownership of same is as set forth below:

UNIT DESCRIPTION

160 acres out of the James Prewitt Survey, Abstract 194, and the Hardin Neville Survey, Abstract 185, Brazos County, Texas, being more particularly described as follows:

BEGINNING at a point marking the east corner of the James D. Wilson 140.94 acres tract, said point being located S 45° E, a distance of 1370.00 feet along the northeast line of the Hardin Neville Survey, Abstract No. 185, same being the southwest line of the J. K. Davis Survey, Abstract No. 103, from a point marking the north corner of the Hardin Neville Survey, Abstract No. 185, same being the east corner of the James Prewitt Survey, Abstract No. 194;

THENCE N 45° W along the northeast line of the James D. Wilson 140.94 acres tract, same being the southwest lines of the J. K. Davis Survey, Abstract No. 103, and the Moses Scott Survey, Abstract No. 215, same being the northeast lines of the Hardin Neville Survey, Abstract No. 185, and the James Prewitt Survey, Abstract No. 194, for a distance of 3710.00 feet to a point for corner, said point marking the north corner of the said 140.94 acres tract;

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THENCE S 45° W along a northwest line of the James D. Wilson 140.94 acres tract for a distance of 1400.00 feet to a point for corner, said point marking the west corner of the said 140.94 acres tract;

THENCE S 45° E along a southwest line of the James D. Wilson 140.94 acres tract for a distance of 2340.00 feet to a point for corner, said point marking an interior ell corner of the said 140.94 acres tract, said point being located in the northwest line of the Hardin Neville Survey, Abstract No. 185, same being the southeast line of the James Prewitt Survey, Abstract No. 194;

THENCE S 45° W along the northwest line of the Hardin Neville Survey, Abstract No. 185, same being the southeast line of the James Prewitt Survey, Abstract No. 194, same being a northwest line of the James D. Wilson 140.94 acres tract, for a distance of 690.00 feet to a point for corner, said point marking a west corner of the said 140.94 acres tract;

THENCE S 45° E along a southwest line of the James D. Wilson 140.94 acres tract for a distance of 348.15 feet to a point for corner, said point marking the north corner of the Edelweiss Koppe Jones 19.06 acres tract;

THENCE S 45° W along the northwest line of the Edelweiss Koppe Jones 19.06 acres tract for a distance of 845.00 feet to a point for corner, said point marking the west corner of the said 19.06 acres tract;

THENCE in a southeasterly direction along the southwest line of the Edelweiss Koppe Jones 19.06 acres tract for a distance of 1023.92 feet to a point for corner, said point marking the south corner of the said 19.06 acres tract;

THENCE N 45° E along the southeast lines of the Edelweiss Koppe Jones 19.06 acres tract and the James D. Wilson 140.94 acres tract for a distance of 2870.00 feet to the PLACE OF BEGINNING, containing 160 acres of land, more or less.

Said Unit is composed of the following tracts:

<u>TRACT ONE</u>: 1.33 acres out of the James D. Wilson 1.8 acre tract;

<u>TRACT TWO</u>: 31.42 acres out of the James D. Wilson 39 acre tract;

TRACT THREE: 20.85 acres out of the James D. Wilson 40 acre tract;

TRACT FOUR: 22.94 acres out of the James D. Wilson 109 acre tract;

TRACT FIVE: 17 acres out of the James D. Wilson 17 acre tract;

TRACT SIX: 47.4 acres out of the James D. Wilson 143 acre tract; and

TRACT SEVEN: 19.06 acres out of the Edelweiss Koppe Jones 138 acre tract.

UNIT CREATED

This Unit was created by Pooling Declaration dated March 16, 1980, which was filed for record on May 19, 1980, and recorded in Volume 451, Page 654, Deed Records, Brazos County, Texas.

NOTE: The above Pooling Declaration recites that a part of the James D. Wilson 430 acre tract is included within this Unit. I am informed by Greg Morgan, surveyor with Spencer J. Buchanan and Associates, Inc., that this Unit is composed of acreage out of the abovementioned tracts and therefore I have not attributed any portion of this Unit to such 430 acre tract.

I am also informed by the said Greg Morgan that a portion of the James D. Wilson 1.8 acre tract is included within this Unit although it is not called for in such Unit Declaration.

REQUIREMENT 1: This Unit Declaration should be amended so as to exclude such 430 acre tract and to include such 1.8 acre tract.

MATERIAL EXAMINED

1. Various maps and plats of the area;

2. Records of the Brazos County Abstract Company, Brazos County, Texas;

3. Records of the District Clerk of Brazos County, Texas;

4. Records of the County Clerk of Brazos County, Texas;

5. Division Order Title Opinion dated November 8, 1978, prepared by Don E. Williams, covering the Wilson Unit No. 1, Brazos County, Texas (which covers the James D. Wilson 143 acres, out of which TRACT SIX herein comes, and the Edelweiss Koppe Jones 138 acre tract, out of which TRACT SEVEN herein comes); and,

6. Original Title Opinion dated October 23, 1981, prepared by James A. Pakenham, covering the James D. Wilson 1.8 acre tract (out of which TRACT ONE herein comes), 39 acre tract (out of which TRACT TWO herein comes), 40 acre tract (out of which TRACT THREE herein comes), 109 acre tract (out of which TRACT FOUR herein comes), and, 17 acre tract (out of which TRACT FIVE herein comes).

NOTE: This title opinion is based upon an examination of the Abstracter's, County and District Clerks' Records, and not upon an abstract examination. I have made a diligent and exhaustive search of such records to determine all instruments recorded in such County relative to this title for the period of time covered hereby; however, I do not assume responsibility for any instruments not personally examined.

OWNERSHIP

Subject to the comments, objections and requirements hereinafter set forth, and based upon examination of the material listed, it is my opinion that title to the above described land, including the oil, gas and other minerals is vested as follows:

TRACT ONE

(Tract Factor = .8205625)

ROYALTY

James D. Wilson 1/2 x 1/3 x 1/6	or	.0277777 R.I.
James D. Wilson, Trustee for James D. Wilson, Jr. and Frances Elizabeth Wilson 1/2 x 2/3 x 1/6	or	.0555556 R.I.
William C. Helmbrecht, Jr. 1/2 x 1/6	or	.0833334 N.P.R.I.

TOTAL ROYALTY: .1666667

OVERRIDING ROYALTY

Public Lands Royalty Trust	.0312500 O.R.I.
E. Lewis Huber	.0120625 O.R.I.
Richard P. Brooks	.0045000 O.R.I.
Charles A. McLarty, Jr.	.0023438 O.R.I.
Camoco Corporation	.0023437 O.R.I.
Hi Lo Holdings, Ltd.	.0150000 O.R.I.
Portobello Petroleum Ltd.	.0050000 O.R.I.
Oro Brazos Minerals (C.V.)	.0100000 O.R.I.
Rio Negro Minerals (C.V.)	.0117188 O.R.I.
Patrick Petroleum Corporation of Michigan	.0011719 O.R.I.
Patrick Oil & Gas Corporation 1974 Drilling Program Limited Partnership No. 2	.0222656 O.R.I.

Don L. Hall .0064000 O.R.I.

TOTAL OVERRIDING ROYALTY: .1240563

WORKING INTEREST

Gulf Oil Corporation
64% x 5/6 less .1240563 or .4539373 W.I.

Prodeco Oil & Gas Company Ltd.
36% x 5/6 less .1240563 or .2553397 W.I.

TOTAL WORKING INTEREST: .709277

TRACT TWO

(Tract Factor = .196375)

James D. Wilson 1/3 x 1/6	or	.0555556 R.I.
James D. Wilson, Trustee for James D. Wilson, Jr. and Frances Elizabeth Wilson 2/3 x 1/6	or	.1111111 R.I.

TOTAL ROYALTY: .1666667

OVERRIDING ROYALTY

Public Lands Royalty Trust	.0312500 O.R.I.
E. Lewis Huber	.0120625 O.R.I.
Richard P. Brooks	.0045000 O.R.I.
Charles A. McLarty, Jr.	.0023438 O.R.I.
Camoco Corporation	.0023437 O.R.I.
Hi Lo Holdings Ltd.	.0150000 O.R.I.
Portobello Petroleum Ltd.	.0050000 O.R.I.
Oro Brazos Minerals (C.V.)	.0100000 O.R.I.
Rio Negro Minerals (C.V.)	.0117188 O.R.I.
Patrick Petroleum Corporation of Michigan	.0011719 O.R.I.
Patrick Oil & Gas Corporation 1974 Drilling Program Limited Partnership No. 2	.0222656 O.R.I.

Don L. Hall .0064000 O.R.I.

TOTAL OVERRIDING ROYALTY: .1240563

WORKING INTEREST

Gulf Oil Corporation
64% x 5/6 less .1240563 or .4539373 W.I.

Prodeco Oil & Gas Company Ltd.
36% x 5/6 less .1240563 or .2553397 W.I.

TOTAL WORKING INTEREST: .709277

TRACT THREE

(Tract Factor = .1303125)

ROYALTY

James D. Wilson 1/3 x 1/6	or	.0555556 R.I.
James D. Wilson, Trustee for James D. Wilson, Jr. and Frances Elizabeth Wilson 2/3 x 1/6	or	.1111111 R.I.

TOTAL ROYALTY: .1666667

OVERRIDING ROYALTY

Public Lands Royalty Trust	.0312500 O.R.I.
E. Lewis Huber	.0120625 O.R.I.
Richard P. Brooks	.0045000 O.R.I.
Charles A. McLarty, Jr.	.0023438 O.R.I.
Camoco Corporation	.0023437 O.R.I.
Hi Lo Holdings Ltd.	.0150000 O.R.I.
Portobello Petroleum Ltd.	.0050000 O.R.I.
Oro Brazos Minerals (C.V.)	.0100000 O.R.I.
Rio Negro Minerals (C.V.)	.0117188 O.R.I.
Patrick Petroleum Corporation of Michigan	.0011719 O.R.I.
Patrick Oil & Gas Corporation 1974 Drilling Program Limited Partnership No. 2	.0222656 O.R.I.

Don L. Hall .0064000 O.R.I.

TOTAL OVERRIDING ROYALTY: .1240563

WORKING INTEREST

Gulf Oil Corporation
64% x 5/6 less .1240563 or .4539373 W.I.

Prodeco Oil & Gas Company Ltd.
36% x 5/6 less .1240563 or .2553397 W.I.

TOTAL WORKING INTEREST: .709277

TRACT FOUR

(Tract Factor = .143375)

ROYALTY

James D. Wilson 1/3 x 1/6	or	.0555556 R.I.
James D. Wilson, Trustee for James D. Wilson, Jr. and Frances Elizabeth Wilson 2/3 x 1/6	or	.1111111 R.I.

TOTAL ROYALTY: .1666667

OVERRIDING ROYALTY

Public Lands Royalty Trust	.0312500 O.R.I.
E. Lewis Huber	.0120625 O.R.I.
Richard P. Brooks	.0045000 O.R.I.
Charles A. McLarty, Jr.	.0023438 O.R.I.
Camoco Corporation	.0023437 O.R.I.
Hi Lo Holdings Ltd.	.0150000 O.R.I.
Portobello Petroleum Ltd.	.0050000 O.R.I.
Oro Brazos Minerals (C.V.)	.0100000 O.R.I.
Rio Negro Minerals (C.V.)	.0117188 O.R.I.
Patrick Petroleum Corporation of Michigan	.0011719 O.R.I.
Patrick Oil & Gas Corporation 1974 Drilling Program Limited Partnership No. 2	.0222656 O.R.I.

Don L. Hall .0064000 O.R.I.

TOTAL OVERRIDING ROYALTY: .1240563

WORKING INTEREST

Gulf Oil Corporation
64% x 5/6 less .1240563 or .4539373 W.I.

Prodeco Oil & Gas Company Ltd.
36% x 5/6 less .1240563 or .2553397 W.I.

TOTAL WORKING INTEREST: .709277

TRACT FIVE

(Tract Factor = .10625)

ROYALTY

James D. Wilson 1/3 x 1/6	or	.0555556 R.I.
James D. Wilson, Trustee for James D. Wilson, Jr. and Frances Elizabeth Wilson 2/3 x 1/6	or	.1111111 R.I.

TOTAL ROYALTY: .1666667

OVERRIDING ROYALTY

Public Lands Royalty Trust	.0312500 O.R.I.
E. Lewis Huber	.0120625 O.R.I.
Richard P. Brooks	.0045000 O.R.I.
Charles A. McLarty, Jr.	.0023438 O.R.I.
Camoco Corporation	.0023437 O.R.I.
Hi Lo Holdings Ltd.	.0150000 O.R.I.
Portobello Petroleum Ltd.	.0050000 O.R.I.
Oro Brazos Minerals (C.V.)	.0100000 O.R.I.
Rio Negro Minerals (C.V.)	.0117188 O.R.I.
Patrick Petroleum Corporation of Michigan	.0011719 O.R.I.
Patrick Oil & Gas Corporation 1974 Drilling Program Limited Partnership No. 2	.0222656 O.R.I.

Don L. Hall .0064000 O.R.I.

TOTAL OVERRIDING ROYALTY: .1240563

WORKING INTEREST

Gulf Oil Corporation
64% x 5/6 less .1240563 or .4539373 W.I.

Prodeco Oil & Gas Company Ltd.
36% x 5/6 less .1240563 or .2553397 W.I.

TOTAL WORKING INTEREST: .709277

TRACT SIX

(Tract Factor = .29625)

ROYALTY

James D. Wilson 1/3 x 1/6	or	.0555556 R.I.
James D. Wilson, Trustee for James D. Wilson, Jr. and Frances Elizabeth Wilson 2/3 x 1/6	or	.1111111 R.I.

TOTAL ROYALTY: .1666667

OVERRIDING ROYALTY

Public Lands Royalty Trust	.0312500 O.R.I.
E. Lewis Huber	.0120625 O.R.I.
Richard P. Brooks	.0045000 O.R.I.
Charles A. McLarty, Jr.	.0023438 O.R.I.
Camoco Corporation	.0023437 O.R.I.
Hi Lo Holdings Ltd.	.0150000 O.R.I.
Portobello Petroleum Ltd.	.0050000 O.R.I.
Oro Brazos Minerals (C.V.)	.0100000 O.R.I.
Rio Negro Minerals (C.V.)	.0117188 O.R.I.
Patrick Petroleum Corporation of Michigan	.0011719 O.R.I.
Patrick Oil & Gas Corporation 1974 Drilling Program Limited Partnership No. 2	.0222656 O.R.I.

Don L. Hall .0064000 O.R.I.

TOTAL OVERRIDING ROYALTY: .1240563

WORKING INTEREST

Gulf Oil Corporation
64% x 5/6 less .1240563 or .4539373 W.I.

Prodeco Oil & Gas Company Ltd.
36% x 5/6 less .1240563 or .2553397 W.I.

TOTAL WORKING INTEREST: .709277

TRACT SEVEN

(Tract Factor = .119125)

Eldeweiss K. Jones and Fred R. Jones 1/8	or	.1250000 R.I.

OVERRIDING ROYALTY

Public Lands Royalty Trust	.0312500 O.R.I.
E. Lewis Huber	.0120625 O.R.I.
Richard P. Brooks	.0045000 O.R.I.
Charles A. McLarty, Jr.	.0023438 O.R.I.
Camoco Corporation	.0023437 O.R.I.
Hi Lo Holdings Ltd.	.0150000 O.R.I.
Portobello Petroleum Ltd.	.0050000 O.R.I.
Oro Brazos Minerals (C.V.)	.0100000 O.R.I.
Rio Negro Minerals (C.V.)	.0117188 O.R.I.
Patrick Petroleum Corporation of Michigan	.0011719 O.R.I.
Patrick Oil & Gas Corporation 1974 Drilling Program Limited Partnership No. 2	.0222656 O.R.I.
Don L. Hall	.0064000 O.R.I.

TOTAL OVERRIDING ROYALTY: .1240563

WORKING INTEREST

Gulf Oil Corporation
64% x 7/8 less .1240563 or .4806040 W.I.

Prodeco Oil & Gas Company Ltd.
36% x 7/8 less .1240563 or .2703397 W.I.

TOTAL WORKING INTEREST: .7509437

UNIT INTEREST

James D. Wilson
.0277777 x .0083125 plus
.0555556 x .196375 plus
.0555556 x .1303125 plus
.0555556 x .143375 plus
.0555556 x .10625 plus
.0555556 x .29625 or .0487065 R.I.

James D. Wilson, Trustee for
James D. Wilson, Jr. and
Frances Elizabeth Wilson
.0555556 x .0083125 plus
.1111111 x .196375 plus
.1111111 x .1303125 plus
.1111111 x .143375 plus
.1111111 x .10625 plus
.1111111 x .29625 or .0974132 R.I.

William C. Helmbrecht. Jr.
.0833334 x .0083125 or .0006927 N.P.R.I.

Edelweiss K. Jones and
Fred R. Jones
.1250000 x .119125 or .0148906 R.I.

Public Lands Royalty Trust
.0312500 x .0083125 plus
.0132500 x .196375 plus
.0312500 x .1303125 plus
.0312500 x .143375 plus
.0312500 x .10625 plus
.0312500 x .29625 plus
.0312500 x .119125 or .0312500 O.R.I.

E. Lewis Huber
.0120625 x .0083125 plus
.0120625 x .196375 plus
.0120625 x .1303125 plus
.0120625 x .143375 plus
.0120625 x .10625 plus
.0120625 x .29625 plus
.0120625 x .119125 or .0120625 O.R.I.

Richard P. Brooks

.00450000 x.0083125 plus
.0045000 x .196375 plus
.0045000 x .1303125 plus
.0045000 x .143375 plus
.0045000 x .10625 plus
.0045000 x .29625 plus
.0045000 x .119125 or .0045000 O.R.I.

Charles A. McLarty, Jr.

.0023438 x .0083125 plus
.0023438 x .196375 plus
.0023438 x .1303125 plus
.0023438 x .143375 plus
.0023438 x .10625 plus
.0023438 x .29625 plus
.0023438 x .119125 or .0023438 O.R.I.

Camoco Corporation

.0023437 x .0083125 plus
.0023437 x .196375 plus
.0023437 x .1303125 plus
.0023437 x .143375 plus
.0023437 x .10625 plus
.0023437 x .29625 plus
.0023437 x .119125 or .0023437 O.R.I. (1)

Hi Lo Holdings Ltd.

.0150000 x .0083125 plus
.0150000 x .196375 plus
.0150000 x .1303125 plus
.0150000 x .143375 plus
.0150000 x .10625 plus
.0150000 x .29625 plus
.0150000 x .119125 or .0150000 O.R.I.

Portobello Petroleum Ltd.

.0050000 x .0083125 plus
.0050000 x .196375 plus
.0050000 x .1303125 plus
.0050000 x .143375 plus
.0050000 x .10625 plus
.0050000 x .29625 plus
.0050000 x .119125 or .0050000 O.R.I.

Oro Brazos Minerals (C.V.)

.0100000 x .0083125 plus
.0100000 x .196375 plus
.0100000 x .1303125 plus
.0100000 x .143375 plus
.0100000 x .10625 plus
.0100000 x .29625 plus
.0100000 x .119125 or .0100000 O.R.I.

Rio Negro Minerals (C.V.)

.0117188 x .0083125 plus
.0117188 x .196375 plus
.0117188 x .1303125 plus
.0117188 x .143375 plus
.0117188 x .10625 plus
.1117188 x .29625 plus
.0117188 x .119125 or .0117188 O.R.I.

Patrick Petroleum Corporation
of Michigan

.0011719 x .0083125 plus
.0011719 x .196375 plus
.0011719 x .1303125 plus
.0011719 x .143375 plus
.0011719 x .10625 plus
.0011719 x .29625 plus
.0011719 x .119125 or .0011719 O.R.I.

Patrick Oil & Gas Corporation
1974 Drilling Program
Limited Partnership No. 2

.0222656 x .0083125 plus
.0222656 x .196375 plus
.0222656 x .1303125 plus
.0222656 x .143375 plus
.0222656 x .10625 plus
.0222656 x .29625 plus
.0222656 x .119125 or .0222656 O.R.I.

Don L. Hall

.0064000 x .0083125 plus
.0064000 x .196375 plus
.0064000 x .1303125 plus
.0064000 x .143375 plus
.0064000 x .10625 plus
.0064000 x .29625 plus
.0064000 x .119125 or .0064000 O.R.I.

Gulf Oil Corporation

.4539373 x .0083125 plus		
.4539373 x .196375 plus		
.4539373 x .1303125 plus		
.4539373 x .143375 plus		
.4539373 x .10625 plus		
.4539373 x .29625 plus		
.4806040 x .119125	or	.4571140 W.I.

Prodeco Oil & Gas Company Ltd.

.2553397 x .0083125 plus		
.2553397 x .196375 plus		
.2553397 x .1303125 plus		
.2553397 x .143375 plus		
.2553397 x .10625 plus		
.2553397 x .29625 plus		
.2703397 x .119125	or	.2571267 W.I. (2)

TOTAL: 1.0000000

(1) Subject to Deed of Trust; see paragraph 4 below.

(2) Subject to Deed of Trust; see paragraph 3 below.

COMMENTS, OBJECTIONS & REQUIREMENTS

1.

From the instruments examined, it appears that certain of the tracts comprising the Units are subject to various discrepancies with respect to the identity or capacity of parties to instruments and other apparent title problems. However, except as may be specifically noted below, such discrepancies and/or problems which may have constituted actual title defects did not involve a severance of minerals or parties who appeared to be subject to any disabilities and occurred twenty-five years or more prior to the effective date of this opinion.

> REQUIREMENT 2: You should satisfy yourself by affidavit or otherwise that any claims arising from such apparent discrepancies or defects are barred by limitation.

2.

Certain of the tracts comprising the Unit are subject to oil and gas leases (other than the leases included in this Unit) which have not been released of record but which are beyond their primary terms.

> REQUIREMENT 3: You should satisfy yourself that such leases have not been maintained by production of oil or gas or otherwise.

3.

I have been furnished with no materials concerning the payment of delay rentals on the leases comprising the Unit nor have I been furnished with any information with respect to operations on or production from any of such leases or from lands pooled therewith which would have maintained such leases during their primary terms or which would have extended such leases beyond their primary terms.

> REQUIREMENT 4: You should satisfy yourself that the leases have been maintained in accordance with their terms.

4.

The leasehold interest of Prodeco Oil & Gas Co., Ltd. in the Unit is subject to an assignment of production contained in a deed of trust held by the Houston National Bank, recorded in Volume 229, Page 538 of the Deed of Trust Records of Brazos County, Texas.

> REQUIREMENT 5: Payments attributable to Prodeco Oil & Gas Co., Ltd. from production in the Unit should be made to the Houston National Bank in Houston, Texas in accordance with the terms of the above-mentioned deed of trust.

5.

Camoco Corporation executed a Deed of Trust dated July 23, 1980, recorded in Volume 282, Page 700, Deed of Trust Records, Brazos County, Texas, to William Sheehy, Trustee. Such Deed of Trust covers the overriding royalty interest credited to Camoco Corporation and is to secure payment of a promissory note dated July 23, 1980, in the original principal amount of $16,000.00 and payable to the order of Southside State Bank, of Tyler, Texas.

> REQUIREMENT 6: Any royalty attributable to this interest should be paid jointly to Camoco Corporation and Southside State Bank or as they may, in writing, direct otherwise.

6.

This opinion does not cover the question of boundaries, conflict with adjacent surveys nor matters of area, rights of persons in possession, or taxes.

7.

This opinion covers the period from the closing date of the above mentioned title opinion to October 23, 1981, at 8:00 a.m.

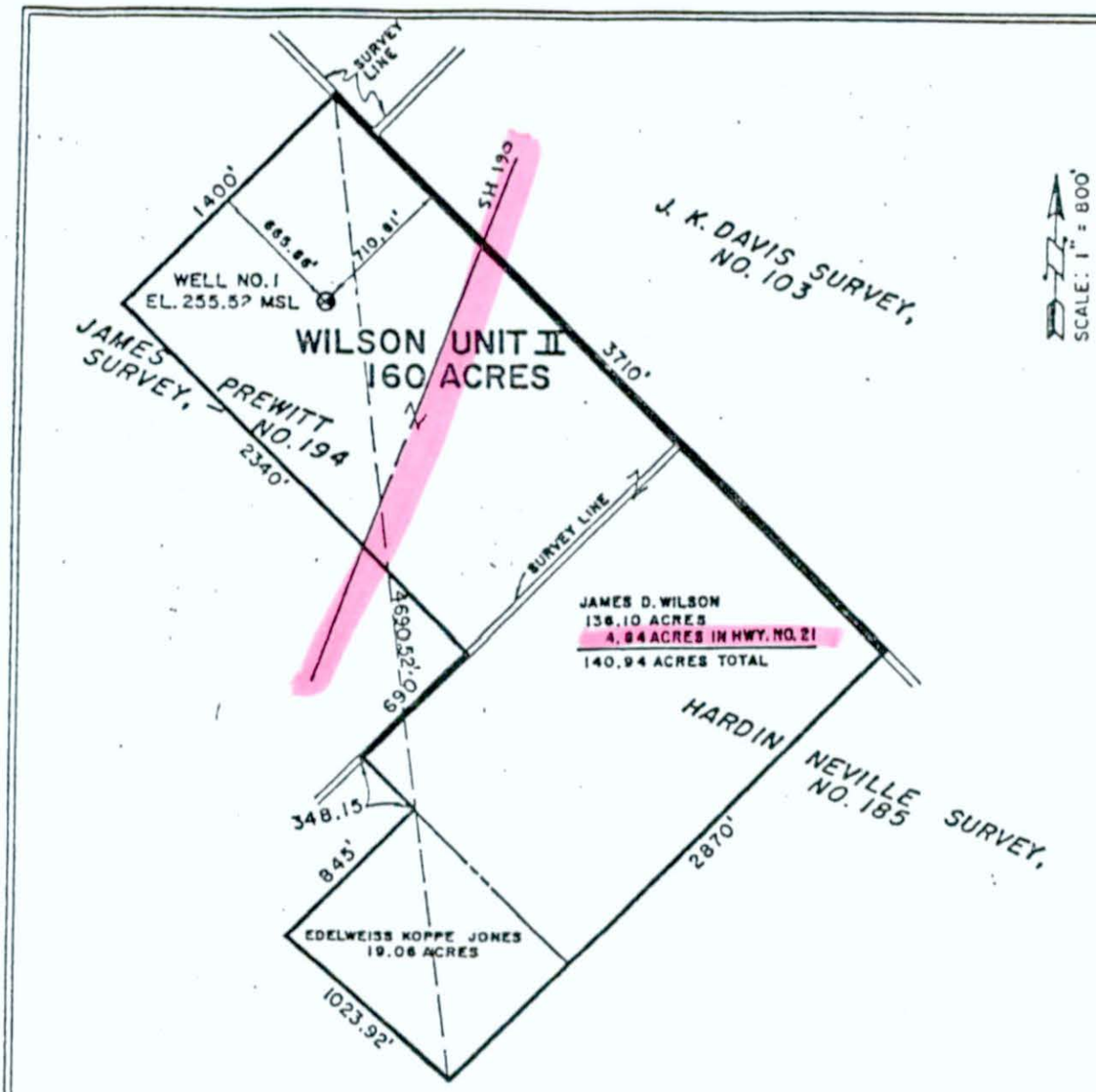
Very truly yours,

James A. Pakenham

James A. Pakenham

JAP/db

EXHIBIT "A"



STATE OF TEXAS
EDSEL J. BURKHART
7496
REGISTERED
PROFESSIONAL ENGINEER

PREPARED FROM SURVEY MADE UNDER MY SUPERVISION IN MARCH, 1980.

BY: Edsel J. Burkhart

EDSEL J. BURKHART,
R.P.E. NO. 7496

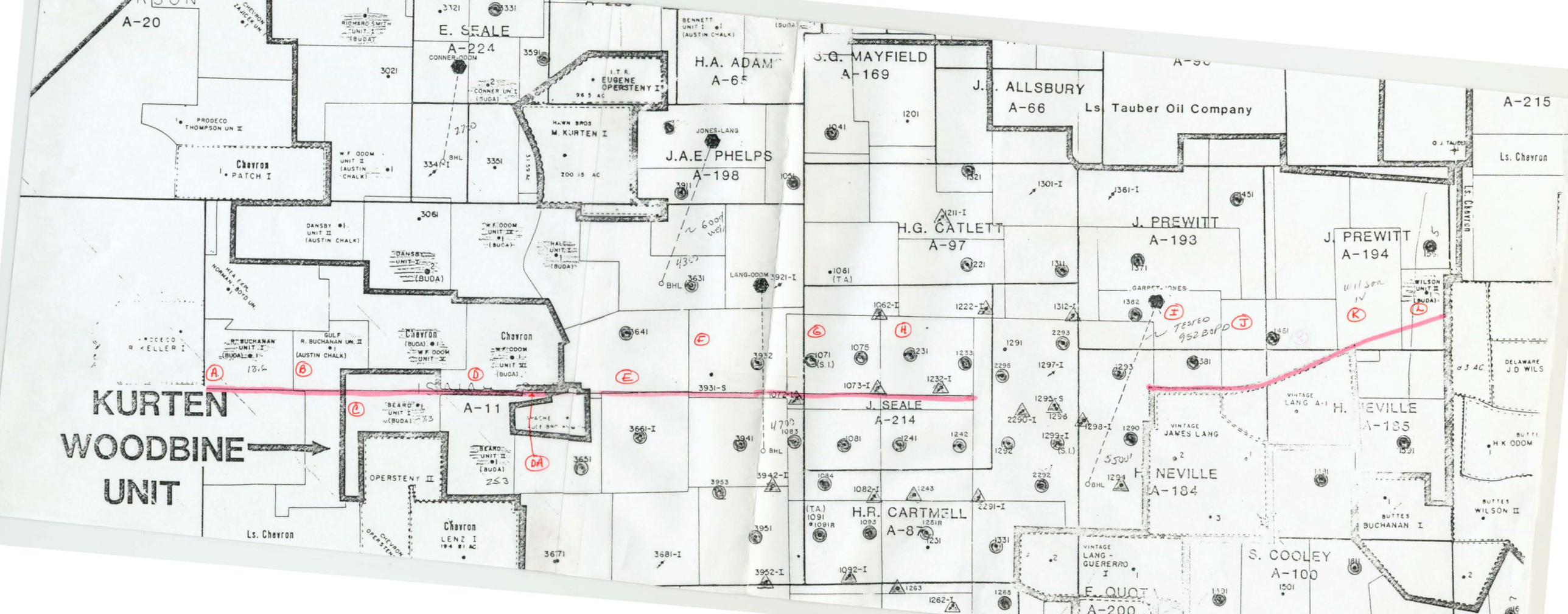
LESSOR	ACRES
JAMES D. WILSON	140.94
EDELWEISS KOPPE JONES	19.06
TOTAL	160.00

WILSON UNIT II

JAMES PREWITT SURVEY, NO. 194 AND HARDIN NEVILLE SURVEY, NO. 185
BRAZOS COUNTY TEXAS

SPENCER J. BUCHANAN AND ASSOCIATES, INC.
CONSULTING ENGINEERS BRYAN, TEXAS

M/F 96655
ITEM map
TO
FROM
DATE


KURTEN
WOODBINE
UNIT
A-20
E. SEALE
A-224
H.A. ADAM
A-65
S.G. MAYFIELD
A-169
J. ALLSBURY
A-66
Ls. Tauber Oil Company
A-215
Ls. Chevron
J.A.E. PHELPS
A-198
H.G. CATLETT
A-97
J. PREWITT
A-193
J. PREWITT
A-194
J. SEALE
A-214
A-11
H. NEVILLE
A-185
H. NEVILLE
A-184
H.R. CARTMELL
A-87
S. COOLEY
A-100
Chevron
PATCH I
Chevron
LENZ I
Ls. Chevron
OPERSTENY II
DELAWARE
J.D. WILS
BUTTES
WILSON II
BUTTES
BUCHANAN I
BUTTES
H.K. ODOM
VINTAGE
JAMES LANG
VINTAGE
LANG-GUERERRO I
A-200
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AFFIDAVIT

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

Affiant on oath swears that the following statements are true:

My name is Laura B. Smith. I am employed as Senior Landman at Cody Energy, Inc.

Cody Energy, Inc. acquired an interest in those certain Oil and Gas Leases described in Exhibit "A" attached hereto and made a part hereof by virtue of an Assignment and Bill of Sale dated effective January 1, 1994 from Merit Energy Partners, L.P., et al to Cody Energy Inc. recorded in Vol. 2189, at page 19 of the Official Records of Brazos County, Texas.

These leases cover land located in Brazos County, Texas, being situated adjacent, adjoining and contiguous to a strip of land owned by the State of Texas known as State Highway 21 (formerly U.S. 190) east of the community of Kurten, Texas.

I am personally familiar with all of the accounts and obligations of the above mentioned Lessors and that the leases are in full force and effect as to all lands they cover.

This affidavit is delivered by Affiant for the purpose of outlining the lease terms granted for leases adjacent to State of Texas land.

FURTHER THE AFFIANT SAYETH NOT.

Laura B. Smith

Laura B. Smith

STATE OF COLORADO)
)
COUNTY OF DENVER)

This instrument was acknowledged before me on the 1st day of September, 1995, by Laura B. Smith.

My Commission expires: 3/7/96

Rhonda C. Holtgreive

Notary Public State of Colorado

RHONDA C. HOLTGREIVE NOTARY PUBLIC STATE OF COLORADO

Exhibit "A" Attached to and Made a Part of That Certain Affidavit Dated September 1, 1995 from Laura B. Smith.

CEI LEASE NO.	LESSOR	LESSEE	LEASE DATE	ROYALTY	TERM	BONUS	RENTAL
240194-001	James D. Wilson, ind. and as Trustee	Amalgamated Bonanza Petroleum Ltd.	8/27/74	1/6th	5 yrs.	Unknown	$5.00/yr.
240247-000	James D. Wilson, et ux	Public Lands Exploration, Inc.	8/27/74	1/8th	5 yrs.	Unknown	$5.00/yr.
	Fred R. Jones, et ux	Public Lands Exploration, Inc.	8/27/74	1/8th	5 yrs.	Unknown	$5.00/yr.
	James Lang, et ux	C. R. Hardy	12/9/75	1/8th	5 yrs.	Unknown	$4.51+/yr.
	James Lang, et ux	C. R. Hardy	1/29/76	1/8th	5 yrs.	Unknown	$2.50/yr.
240017-004	Wallace Ervin Lawless, et ux	Amalgamated Bonanza Petroleum, Ltd.	12/13/76	1/8th	5 yrs.	Unknown	$5.00/yr.
240107-005	Feather Crest Enterprises, Inc.	Public Lands Exploration, Inc.	10/15/74	1/8th	3 yrs.	Unknown	$5.00/yr.
240236-000	Hugo J. Endler, et ux	Public Lands Exploration, Inc.	10/15/74	1/8th	5 yrs.	Unknown	$5.00/yr.
240168-000	Joe Clyde Burt, et ux	Amalgamated Bonanza Petroleum, Ltd.	12/8/76	1/8th	5 yrs.	Unknown	$5.00/yr.
240035-000	Odas M. Brown, et ux	Public Lands Exploration, Inc.	10/21/74	1/8th	5 yrs.	Unknown	$5.00/yr.
240107-002	Toni Lightfoot Eshom, Guardian	Amalgamated Bonanza Petroleum, Ltd.	9/6/77	1/8th	5 yrs.	Unknown	Paid up
240107-008	DRB Holstein Farms, Inc.	Public Lands Exploration, Inc.	10/15/74	1/8th	3 yrs.	Unknown	$5.00/yr.
240107-001	Morris Lightfoot, Jr.	Avionic Enterprises, Inc.	9/6/77	1/8th	5 yrs.	Unknown	Paid up
240107-006	H. K. Odom, Jr., et ux	Public Lands Exploration, Inc.	8/26/74	1/8th	5 yrs.	Unknown	$5.00/yr.
240107-007	Frank Boriskie, County Clerk of Brazos County, as Receiver	Amalgamated Bonanza Petroleum, Ltd.	8/26/77	1/8th	5 yrs.	Unknown	Paid up

Exhibit "A" Attached to and Made a Part of That Certain Affidavit Dated September 1, 1995 from Laura B. Smith.

CEI LEASE NO.	LESSOR	LESSEE	LEASE DATE	ROYALTY	TERM	BONUS	RENTAL
	James Lang, et ux	Public Lands Exploration, Inc.	8/26/74	1/8th	5 yrs.	Unknown	$5.00/yr.
240287-002	Texas Osage Royalty Pool, Inc.	Amalgamated Bonanza Petroleum, Ltd.	11/24/76	1/6th	3 yrs.	Unknown	$5.00/yr.
240255-000	Mrs. Gertrude Jopp Lloyd	Public Lands Exploration, Inc.	12/6/74	1/8th	5 yrs.	Unknown	$5.00/yr.
240254-000	Gus E. Jopp	Public Lands Exploration, Inc.	12/6/74	1/8th	5 yrs.	Unknown	$5.00/yr.
240216-000	W. T. Kelley, et ux	Amalgamated Bonanza Petroleum, Ltd.	11/30/76	1/8th	5 yrs.	$100.00 (.54 net ac.)	Paid up
240135-000	Cedar Creek Lodge #300 AF and AM	Amalgamated Bonanza Petroleum, Ltd.	3/27/78	1/8th	5 yrs.	Unknown	Paid up
240219-000	Bryan Independent School District	Don E. Williams	11/29/76	1/8th	5 yrs.	Unknown	$5.00/yr.
240107-003	W. F. Odom, a bachelor	Public Lands Exploration, Inc.	8/26/74	1/8th	5 yrs.	Unknown	$5.02+/yr.
240203-000	W. F. Odom, a bachelor	Public Lands Exploration, Inc.	8/26/74	1/8th	5 yrs.	Unknown	$5.00/yr.
240165-000	Thomas E. Riley, et ux	Amalgamated Bonanza Petroleum, Ltd.	4/29/77	1/8th	5 yrs.	Unknown	Paid up
240163-000	Robert Wayne Rosier, et ux	Amalgamated Bonanza Petroleum, Ltd.	4/23/77	1/8th	5 yrs.	Unknown	Paid up
240225-000	Eugene M. Beard, et ux	Public Lands Exploration, Inc.	8/30/74	1/8th	5 yrs.	Unknown	$5.00/yr.
240166-000	Larry H. West, et ux	Amalgamated Bonanza Petroleum, Ltd.	4/29/77	1/8th	5 yrs.	Unknown	Paid up
240184-000	General Telephone Company of the Southwest	Amalgamated Bonanza Petroleum, Ltd.	4/29/77	1/8th	5 yrs.	$100.00 (.1024 net ac.)	Paid up
240167-000	David B. Kehlenbrink, et ux	Amalgamated Bonanza Petroleum, Ltd.	12/14/76	1/8th	5 yrs.	Unknown	Paid up
	James Lang, et ux	Amalgamated Bonanza Petroleum, Ltd.	1/25/77	1/8th	5 yrs.	Unknown	Paid up

Exhibit "A" Attached to and Made a Part of That Certain Affidavit Dated September 1, 1995 from Laura B. Smith.

CEI LEASE NO.	LESSOR	LESSEE	LEASE DATE	ROYALTY	TERM	BONUS	RENTAL
240162-000	Harold V. Dittfurth, et ux	Amalgamated Bonanza Petroleum, Ltd.	4/22/77	1/8th	5 yrs.	Unknown	Paid up
240177-000	Mrs. Annie Conrad	Amalgamated Bonanza Petroleum, Ltd.	2/28/77	1/8th	5 yrs.	Unknown	Paid up
	Claude Brocksmith, et ux	Amalgamated Bonanza Petroleum, Ltd.	4/20/77	1/8th	3 yrs.	Unknown	Paid up
240161-000	Margaret L. Jopp	Amalgamated Bonanza Petroleum, Ltd.	4/5/77	1/8th	5 yrs.	Unknown	Paid up
240164-000	Charles Brocksmith, et ux	Amalgamated Bonanza Petroleum, Ltd.	5/24/77	1/8th	5 yrs.	Unknown	Paid up
240214-000	Charles O. Forsthoff	Amalgamated Bonanza Petroleum, Ltd.	12/14/76	1/8th	5 yrs.	Unknown	$5.00/yr.
240298-000	Charles Brocksmith, et ux	Amalgamated Bonanza Petroleum, Ltd.	1/21/77	1/8th	5 yrs.	Unknown	Paid up
	Claude Brocksmith, et ux	Public Lands Exploration, Inc.	10/2/74	1/8th	5 yrs.	Unknown	$5.00/yr.
240198-000	Hawley E. West, et ux	Public Lands Exploration, Inc.	10/2/74	1/8th	5 yrs.	Unknown	$5.00/yr.
240246-00	Eugene M. Beard, et ux	Public Lands Exploration, Inc.	9/16/74	1/8th	5 yrs.	$2.50/ac.	$2.50/yr.
240249-000	W. F. Odom, a bachelor	Public Lands Exploration, Inc.	8/27/74	1/8th	5 yrs.	Unknown	$5.00/yr.
	James D. Wilson, et ux	Public Lands Exploration, Inc.	8/27/74	1/8th	5 yrs.	Unknown	$2.88+/yr.
240242-000	Raymond B. Buchanan, et ux	Public Lands Exploration, Inc.	9/5/74	1/8th	5 yrs.	Unknown	$5.00/yr.
240245-000	Ollie T. Lenz, et ux	Public Lands Exploration, Inc.	9/30/74	1/8th	5 yrs.	Unknown	$5.00/yr.
240248-000	Leon W. Stevener, et ux	Public Lands Exploration, Inc.	9/27/74	1/8th	5 yrs.	Unknown	$5.00/yr.
	Bernard J. Kehlenbrink, et ux	Public Lands Exploration, Inc.	10/23/74	1/8th	5 yrs.	Unknown	$5.00/yr.
240028-000	Arthur J. Yeager, et ux	Amalgamated Bonanza Petroleum, Ltd.	6/28/76	1/8th	5 yrs.	Unknown	$5.00/yr.
	Clairee R. Andert	Public Lands Exploration, Inc.	9/30/74	1/8th	5 yrs.	Unknown	$5.00/yr.

Exhibit "A" Attached to and Made a Part of That Certain Affidavit Dated September 1, 1995 from Laura B. Smith.

CEI LEASE NO.	LESSOR	LESSEE	LEASE DATE	ROYALTY	TERM	BONUS	RENTAL
	Roy Louis Kehlenbrink, et ux	Amalgamated Bonanza Petroleum Ltd.	8/18/76	1/8th	5 yrs.	Unknown	$5.00/yr.

LEASES ALONG HIGHWAY 21
KURTEN WOODBINE UNIT

TR.#	INST.	V/P	LESSORS	DATE
1.	OGM	22-190	JAMES D. WILSON, ET UX F. EARLINE	8/27/1974
	COGM	22-543		5/17/1976
	COGM	371-777		11/29/1976
	OGM	27-556	JAMES D. WILSON, IND. AND AS TR. FOR JAMES D. WILSON, JR. AND FRANCES ELIZABETH WILSON, F. EARLINE WILSON, WIFE OF JAMES D. WILSON	8/27/1974
2.	OGM	22-85	FRED R. JONES, ET UX EDELWEISS K. JONES	8/27/1974
	COGM	22-564		5/17/1976
3.	OGM	22-441	JAMES LANG, ET UX PEARL L. LANG	12/9/1975
	OGM	22-190	JAMES D. WILSON, ET UX	8/27/1974
	COGM	22-543		5/17/1976
	COGM	371-777		11-29-1976
4.	OGM	22-465	JAMES LANG, ET UX PEARL LANG	1/29/1976
	OGM	22-190	JAMES D. WILSON, ET UX	8/27/1974
	COGM	22-543		5/17/1976
	COGM	371-777		11/29/1976
	OGM	27-556	JAMES D. WILSON, INDIV. AND AS TR. FOR JAMES D. WILSON, JR. AND FRANCES ELIZABETH WILSON, F. EARLINE WILSON, WIFE OF JAMES D. WILSON	8/27/1974
5.	OGM	22-465	JAMES LANG, ET UX PEARL LANG	1/29/1976
	OGM	27-556	JAMES D. WILSON, INDIV. AND AS TR. FOR JAMES D. WILSON, JR. AND FRANCES ELIZABETH WILSON, F. EARLINE WILSON, WIFE OF JAMES D. WILSON	8/27/1974
6.	OGM	22-441	JAMES LANG, ET UX PEARL L. LANG	12/9/1975
7.	OGM	22-85	FRED R. JONES, ET UX EDELWEISS K. JONES	8/27/1974
	COGM	22-564		5/17/1976
8.	OGM	24-703	WALLACE ERVIN LAWLESS, ET UX AMY RUTH LAWLESS	12/13/1976
	OGM	22-195	FEATHER CREST ENTERPRISES, INC.	10/15/1974
9.	OGM	22-72	HUGO J. ENDLER, ET UX ETHEL METZER ENDLER	10/15/1974
10.	OGM	24-581	JOE CLYDE BURT, ET UX JUANITA BURT	12/8/1976
11.	OGM	22-219	ODAS M. BROWN, ET UX ELETHA M. BROWN	10/21/1974

PREPARED FOR CODY ENERGY, INC.
BY JOHN L. ROBERTSON, INC.
SHARON PROSKE AND WENDY MARBURGER, LANDPERSONS

LEASES ALONG HIGHWAY 21
KURTEN WOODBINE UNIT

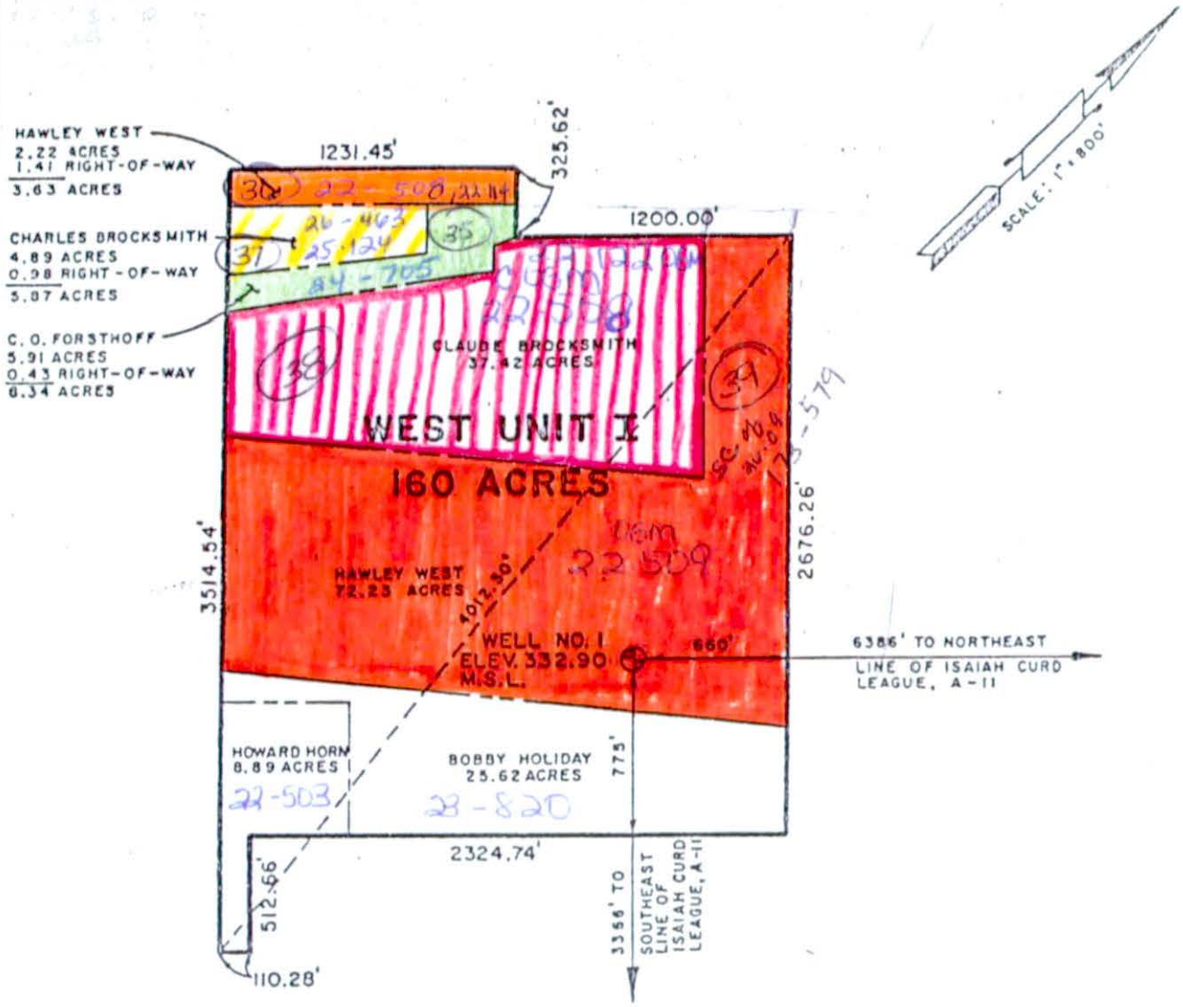
12.	OGM	30-380	TONI LIGHTFOOT ESHOM, AS GUARDIAN FOR TRACEY LYNN LIGHTFOOT ESHOM, AND JAMES RAYBURN LIGHTFOOT ESHOM, MINORS	9/6/1977
	OGM	22-200	DRB HOLSTEIN FARMS, INC.	10/15/1974
	OGM	29-126	MORRIS LIGHTFOOT, JR.	9/6/1977
13.	OGM	22-81	H. K. ODOM, JR., ET UX LINDA ODOM	8/26/1974
	OGM	27-494	FRANK BORISKIE, COUNTY CLERK OF BRAZOS CTY, TEXAS A RECEIVER FOR THE UNKNOWN STOCKHOLDERS OF MARLEY PRODUCTION CO.	8/26/1977
14.	OGM	30-380	TONI LIGHTFOOT ESHOM, AS GUARDIAN FOR TRACEY LYNN LIGHTFOOT ESHOM, AND JAMES RAYBURN LIGHTFOOT ESHOM, MINORS	9/6/1977
	OGM	22-200	DRB HOLSTEIN FARMS, INC.	10/15/1974
	OGM	29-126	MORRIS LIGHTFOOT, JR.	9/6/1977
15.	OGM	22-200	DRB HOLSTEIN FARMS, INC.	10/15/1974
16.	OGM	22-79	JAMES LANG, ET UX PEARL L. LANG	8/26/1974
	OGM	25-344	TEXAS OSAGE ROYALTY POOL, INC.	11/24/1976
	COGM	35-184		10/15/1979
17.	OGM	22-288	MRS. GERTRUDE JOPP LLOYD, A WIDOW	12/6/1974
18.	OGM	22-291	GUS E. JOPP, A WIDOWER	12/6/1974
19.	OGM	24-511	W. T. KELLEY, ET UX MAGGIE KELLEY	11/30/1976
20.	OGM	31-70	CEDAR CREEK LODGE #300 AF AND AM C/C HOWARD L. DEHART, SECRETARY	3/27/1978
21.	OGM	24-858	BRYAN INDEPENDENT SCHOOL DISTRICT	11/29/1976
22.	OGM	22-76	W. F. ODOM, A BACHELOR	8/26/1974
23.	OGM	22-171	W. F. ODOM, A BACHELOR	8/26/1974
	COGM	22-517	W. F. ODOM, A BACHELOR	5/20/1976
	OGM	22-90	EUGENE M. BEARD, ET UX MARGUERITE B. BEARD	8/30/1974
24.	OGM	26-259	THOMAS E. RILEY, ET UX INOGENE RILEY	4/29/1977
	OGM	22-90	EUGENE M. BEARD, ET UX MARGUERITE B. BEARD	8/30/1974
	COGM	22-567		5/17/1976
25.	OGM	26-255	ROBERT WAYNE ROSIER, ET UX KATHY SUZANNE ROSIER	4/23/1977
	OGM	26-261	LARRY H. WEST, ET UX MARY JANE WEST	4/29/1977
	OGM	22-90	EUGENE M. BEARD, ET UX MARGUERITE B. BEARD	8/30/1974
	COGM	22-567		5/17/1976

PREPARED FOR CODY ENERGY, INC.
BY JOHN L. ROBERTSON, INC.
SHARON PROSKE AND WENDY MARBURGER, LANDPERSONS

26.	OGM	27-468	GENERAL TELEPHONE COMPANY OF THE SOUTHWEST	4/29/1977
27.	OGM	24-668	DAVID B. KEHLENBRINK, AND BARBARA KEHLENBRINK	12/14/1976
28.	OGM	25-134	JAMES LANG, ET UX PEARL LANG	1/25/1977
	OGM	26-244	HAROLD V. DITTFURTH, ET UX JANET L. DITTFURTH	4/22/1977
29.	OGM	25-610	MRS. ANNIE CONRAD, A WIDOW	2/28/1977
30.	OGM	22-114	HAWLEY E. WEST, ET UX HELEN S. WEST	10/2/1974
31.	OGM	26-159	CLAUDE BROCKSMITH, ET UX ALICE K. BROCKSMITH	4/20/1977
32.	OGM	26-134	MARGARET L. JOPP, A WIDOW OF HUGO R. JOPP	4/5/1977
33.	OGM	26-463	CHARLES BROOKSMITH, ET UX CLARA BROOKSMITH	5/24/1977
34.	OGM	26-159	CLAUDE BROCKSMITH, ET UX ALICE K. BROCKSMITH	4/20/1977
35.	OGM	24-705	CHARLES O. FORSTHOFF	12/14/1976
36.	OGM	22-114	HAWLEY E. WEST, ET UX HELEN S. WEST	10/2/1974
	COGM	22-509		5/17/1976
37.	OGM	25-124	CHARLES BROOKSMITH, ET UX CLARA BROOKSMITH	1/21/1977
38.	OGM	22-122	CLAUDE BROCKSMITH, ET UX ALICE K. BROCKSMITH	10/2/1974
	COGM	22-558		5/17/1976
39.	OGM	22-114	HAWLEY E. WEST, ET UX HELEN S. WEST	10/2/1974
	COGM	22-509		5/17/1976
40.	OGM	22-93	EUGENE M. BEARD, ET UX MARGUERITE B. BEARD	9/16/1974
	COGM	386-890		12/1/1977
41.	OGM	22-87	W. F. ODOM, A BACHELOR	8/27/1974
	COGM	22-514		5/17/1976
	OGM	22-96	JAMES D. WILSON, ET UX F. EARLINE WILSON	8/27/1974
42.	OGM	22-232	RAYMOND B. BUCHANAN, ET UX MARY D. BUCHANAN	9/5/1974
	COGM	22-546		5/17/1976
43.	OGM	22-134	OLLIE T. LENZ, ET UX EVELYN H. LENZ	9/30/1974
44.	OGM	22-248	LEON W. STEVENER, ET UX VICTORIA HOLUBEC STEVENER	9/27/1974
	COGM	22-533		5/17/1976

PREPARED FOR CODY ENERGY, INC.
BY JOHN L. ROBERTSON, INC.
SHARON PROSKE AND WENDY MARBURGER, LANDPERSONS

45.	OGM	22-210	BERNARD J. KEHLENBRINK, ET UX ELLA G. KEHLENBRINK	10/23/1974
46.	OGM	22-637	ARTHUR J. YEAGER, ET UX JOHANNA YEAGER	6/28/1976
47.	OGM	22-142	CLAIREE R. ANDERT, A WIDOW OF STEVE ANDERT	9/30/1974
	COGM	22-578		
48.	OGM	23-391	ROY LOUIS KEHLENBRINK, ET UX ROSIE KEHLENBRINK	8/18/1976
49.	OGM	22-72	HUGO J. ENDLER, ET UX ETHEL METZER ENDLER	10/15/1974



LESSOR	ACRES
HAWLEY WEST	75.86
CLAUDE BROCKSMITH	37.42
CHARLES BROCKSMITH	5.87
C. O. FORSTHOFF	6.34
BOBBY HOLIDAY	25.62
HOWARD HORN	8.89
TOTAL	160.00

AMALGAMATED BONANZA PETROLEUM, LTD.
WEST UNIT I
160 ACRES
ISAIAH CURD LEAGUE, A-11
BRAZOS COUNTY, TEXAS

STATE OF TEXAS
EDSEL J. BURKHART
7496
REGISTERED
PROFESSIONAL ENGINEER

PREPARED FROM SURVEY MADE UNDER MY SUPERVISION IN DECEMBER, 1979.

BY: Edsel J. Burkhart
EDSEL J. BURKHART, R.P.E. NO. 7496

SPENCER L. BUCHANAN AND ASSOCIATES, INC.
CONSULTING ENGINEERS BRYAN, TEXAS

BRAZOS COUNTY
RIGHT OF WAY PLAN
TAB-FM 2154-1 (3) No.
FROM MACHAN LINE TO BRYAN
OFFICE OF ASSISTANT DIRECTOR
BRYAN, TEXAS
STATE OF TEXAS
DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION
THIS PLAN IS PRESENTED TO THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS, FOR THE PURPOSE OF ACQUIRING RIGHT OF WAY FOR THE ROAD SHOWN HEREON.
APPROVED COUNTY ENGINEER
APPROVED COUNTY JUDGE
APPROVED COUNTY COMMISSIONER
APPROVED COUNTY COMMISSIONER
APPROVED COUNTY COMMISSIONER
APPROVED COUNTY COMMISSIONER
APPROVED COUNTY CLERK
BY ORDER OF BRAZOS COUNTY
DATE OF ORDER

240194-001

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

VOL 27 PAGE 556

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 27th day of August 19 74, between James D. Wilson, individually and as Trustee for James D. Wilson, Jr. and Frances Elizabeth Wilson; F. Earline Wilson, wife of James D. Wilson

FILED FOR RECORD
DATE 8-30-77
AT 4:55 O'CLOCK P M
131270
FRANK DORISSIE
BRAZOS COUNTY CLERK
BY Mary Ann Allsup

lessor (whether one or more), whose address is: Route 2, Box 171, Bryan, Texas 77801 and Amalgamated Bonanza Petroleum Ltd, 10575 Katy Fwy, Houston, Tex 77024 lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

On Exhibit A attached hereto and incorporated herein by reference for all purposes.

By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under, or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

J.D.W.
F.E.W.

It is understood and agreed by the parties hereto that this lease term "primary term" shall terminate August 27th, 1979, unless held by operations as defined herein are conducted on said lands.

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 666.85 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.

J.D.W.
F.E.W.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of ~~XXXX~~ Five (5) 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~~ One-sixth 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~~ One-sixth 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~~ One-sixth 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~~ One-sixth 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~~ One-sixth 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.

One-sixth
J.D.W.
One-sixth
F.E.W.
One-sixth
J.D.W.
One-sixth
F.E.W.

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 limitaton, 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 City National Bank at Bryan, Texas 77801, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ 3,334.25, 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.

(1) + (4) + (5)

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.

James D. Wilson
James D. Wilson, individually

F. Earline Wilson
F. Earline Wilson

James D. Wilson
James D. Wilson, Independent Executor and Trustee for James D. Wilson, Jr. and Frances Elizabeth Wilson

STATE OF TEXAS
COUNTY OF BRAZOS

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared James D. Wilson, individually and James D. Wilson, Independent Executor and Trustee for James D. Wilson, Jr. and Frances Elizabeth Wilson known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of August, 1977.

My Commission Expires
1-31-79

Maudie A. Adam
Notary Public in and for Brazos County, State of Texas

STATE OF TEXAS
COUNTY OF BRAZOS

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared F. Earline Wilson

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 30th day of August, 1977.

My Commission Expires
1-31-79.

Maudie A. Adam
Notary Public in and for Brazos County, State of Texas

STATE OF
COUNTY 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 _____

Producers 88 (7-69)
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 _____ Deputy

When recorded return to

County Clerk

Pound Printing & Stationery Co., Houston, Texas

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EXHIBIT A

(4) (5) Tract 1:

All that certain tract or parcel of land partly out of the H. Neville Survey, Abstract No. 185, and partly out of the H. Neville Survey, Abstract No. 184, Brazos County, Texas; and being a part of a 215 acre tract conveyed by Gus Seaman to James Lang by deed dated November 12, 1920 and recorded in volume 54, page 48, of the Deed Records of Brazos County, Texas; and being a part of a 185 acre tract conveyed by W. J. Lang to James Lang by deed dated October 16, 1911, and recorded in volume 39, page 159 of the Brazos County Deed Records; and being a part of a 100 acre tract conveyed by W. J. Lang to James Lang by deed dated October 16, 1911 and recorded in volume 39, page 159 of the Deed Records of Brazos County, Texas; and being more fully described as follows:

BEGINNING at a fence corner for the most westerly corner of said Lang 215 acre tract, said point being in the NW line of said H. Neville Survey, Abstract No. 184;

THENCE, N 45 E with the NW line of said Survey at 600 varas past the most northerly corner of said 215 acre tract and the most westerly corner of said 185 acre tract, and at 1143 varas a fence corner for the most northerly corner of said 185 acre tract; said point also being the most northerly corner of said H. Neville Survey, Abstract No. 184, and also being the most westerly corner of said H. Neville Survey, Abstract No. 185; and the west corner of said 100 acre tract;

THENCE continuing N45 E along the NW line of said 100 acre tract and the NW line of said Neville Survey, Abstract No. 185, an additional distance of 682 varas to a point in the NW right-of-way line of Texas State Highway No. 21 and corner; said point being 140 feet at right angles to the centerline thereof;

THENCE S 20 W with said right of way line, parallel to, and 140 feet from the centerline, thereof a distance of 211.7 varas;

THENCE S 7 W along said right of way line a distance of 125.6 varas to a concrete marker; said point being 50 feet at right angles to the centerline of said highway;

THENCE meandering with said right of way line and a 1 degree curve to the right as follows:

S 23 W a distance of 386.3 varas;
S 31 W a distance of 172.4 varas;
S 38 W a distance of 265.0 varas;
S 42 W a distance of 103.3 varas;
S 44 W a distance of 641.2 varas

to a fence corner for the intersection of said right of way line with the SW line of said Lang 215 acre tract;

THENCE N 45 W with the SW line of said 215 acre tract a distance of 398.5 varas to the PLACE OF BEGINNING, and containing 97.7 acres of land, more or less.

(1) Tract 2:

All that certain tract or parcel of land lying and being situated in the County of Brazos, State of Texas, and being described, as follows:

Being in the James Prewitt Survey, Abst. No. 194, and described by metes and bounds, as follows:

J.D.W.
J.E.W.

BEGINNING at a stake set on the Southwest line of State Highway No. 21, which stake is S 20-50 E about sixty feet from the Northwest line of a tract of land conveyed to J. G. Minkert by H. A. Housewright et al by deed dated February 15, 1917;

THENCE S 45 W 471.2 vrs and corner a stake set in the Southwest line of said above-mentioned tract of land;

THENCE S 45 E with the Southwest line of said land, 633 vrs and corner a stake for corner;

THENCE N 45 E 282 vrs and corner a stake for corner;

THENCE N 45 W 400 vrs and corner a stake for corner;

THENCE N 45 E 200 vrs and corner a post for corner;

THENCE 52 E 76 vrs and corner a stake set in the Southwest line of the right-of-way of State Highway No. 21;

THENCE N 20-50 W with said right-of-way line, 250 vrs to the PLACE OF BEGINNING, and containing forty acres of land, more or less.

(1) Tract 3:

All that certain tract or parcel of land lying and being situated in the James Prewitt Survey, Abst. No. 164, in Brazos County, Texas, and being a portion of a 208-acre tract of land conveyed to J. G. Minkert by H. A. Housewright et al by deed dated February 15, 1917, and recorded in volume 46, page 38, Records of Deeds of Brazos County, Texas:

BEGINNING at the West corner of a 40-acre tract of land conveyed to Merle Hudson by J. G. Minkert by deed dated August 1st, 1935, and recorded in volume 89, page 469, Records of Deeds of Brazos County, Texas, a stake set in the Southwest line of the above mentioned 208-acre tract;

THENCE S 45 E with said line 663 vrs. and corner a stake set on the bank of Cedar Creek;

THENCE N 45 W with said creek 56 vrs. and corner a stake for corner;

THENCE N 45 E with the Southeast line of said 208-acre tract about 880 vrs. and corner a post set on the Southwest line of the right-of-way of State highway number twenty-one;

THENCE N 20-50 W with said highway right-of-way line, about 1081 vrs. and corner a stake set for the most Easterly corner of the forty-acre tract above mentioned conveyed to Merle Hudson;

THENCE N 52 W 76 vrs. and corner a post for corner;

THENCE S 45 W with the Southeast line of Merle Hudson's tract 200 vrs. and corner a stake for corner;

THENCE S 45 E 400 vrs. and corner a stake for corner;

THENCE S 45 W 282 vrs. to the place of beginning,

CONTAINING one hundred and nine acres of land, more or less.

J.D.W
J.E.W.

Tract 4:

All that certain tract or parcel of land lying and being situated in the James Prewitt Survey, Abstract No. 194, in Brazos County, Texas, and being described by metes and bounds, as follows:

BEGINNING at a stake set in the Northwest line of the Hardin Neville Survey which is also the Southeast line of the James Prewitt Survey, Abstract No. 194, said stake being the South corner of a 208-acre tract of land conveyed to J. G. Minkert by S. A. Housewright, et al, and is also the South corner of a tract of land conveyed by J. G. Minkert to F. C. Herrling;

THENCE S 44 W with the Northwest line of a 100-acre tract owned by James Lang, 671.4 varas and corner a stake set for the W corner of said James Lang's 100-acre tract;

THENCE N 48-1/2 W 1896.1 varas and corner a stake set in the SE line of a 68-acre tract owned by Chas. Gerke;

THENCE N 44 E with Chas. Gerke's SE line 257-9/10 varas and corner a stake for corner;

THENCE N 47-1/2 E 1680 vrs. and corner a stake set for the N corner of this tract;

THENCE S 46 E 687.6 vrs. and corner a stake set for the N corner of said J. G. Minkert 208-acre tract of land;

THENCE S 44 W with the NW line of said 208-acre tract 1200.6 vrs. and corner a stake set on the West bank of oil Cedar Creek for corner;

THENCE S 46 E 937-1/2 vrs. to the place of beginning,

CONTAINING 430 acres of land.

Tract 5:

All that certain tract or parcel of land lying and being situated in the James Prewitt Survey (Abst. No. 194) in Brazos County, Texas, and described by metes and bounds, as follows:

BEGINNING at a stake set on the East boundary line of State Highway No. 21, at a point where the Northeast line of a 208-acre tract conveyed to J. G. Minkert by H. A. Housewright et al intersects the boundary line of said highway;

THENCE S 45 E with the Northeast line of said 208-acre tract 464-1/2 vrs. and corner a stake set for the East corner of said 208-acre tract of land;

THENCE S 45 W with the Southeast boundary line of said 208-acre tract 981 vrs. and corner a stake set in the East boundary line of State Highway No. 21;

THENCE approximately N 20 E with the East boundary line of State Highway No. 21, 1081 vrs. to the place of beginning;

CONTAINING 39 acres of land.

"it being intended to hereby convey all that portion of said 208-acre tract of land conveyed to J. G. Minkert by H. A. Housewright lying East of State Highway 21."

* * * *

J.D.W.
J.E.W.

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1019

Prod. 88 Spec.

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 27th day of August, 19 74 by and between

James D. Wilson and wife F. Earline Wilson

of Rt. 2, Kurten, Texas, hereinafter called lessor (whether one or more) and

Public Lands Exploration, Inc., 2995 LBJ Freeway

of Dallas, Texas, hereinafter called lessee:

WITNESSETH, That the lessor, for and in consideration of $5.00 and other consideration DOLLARS

($ 5.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of

Brazos, State of Texas, described as follows, to-wit:

DATE RECORDED 1-28-75

FILED
At 11 O'clock A M

JAN 23 1975

FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By _____ Deputy

description attached

(3)(4)	100 Acres	Vol. 39	Page 159	
XND	133 Acres	Vol. 121	Page 443	
(1)	40 Acres	Vol. 136	Page 628	96243
(1)	109 Acres	Vol. 136	Page 627	
(1)	430 Acres	Vol. 137	Page 500	
(1)	39 Acres	Vol. 85	Page 473	

of Section _____ Township _____ Range _____ and containing 871 acres, more or less.

5

It is agreed that this lease shall remain in force for a term of ~~XXX~~ years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling for oil or gas, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises; and drilling operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If oil or gas shall be discovered and produced from any such well or wells drilled or being drilled at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas shall be produced from the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. To pay the lessor one-eighth, at the market price at the well for the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the City Natl Bank at Bryan, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of 4,355.00 DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and terminate. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof, and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

The undersigned, lessors, for themselves, their heirs and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, in so far as said rights of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

F. Earline Wilson _____ (SEAL)

James D. Wilson _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

(1) (3) (4)

430 40
109

STATE OF Texas
COUNTY OF Brazos } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of August, 19 74, personally appeared James D. Wilson

and wife, F. Earline Wilson, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires June 1, 1975

Linda J. Odom
Notary Public.

State of
County of } ss.

The foregoing instrument was acknowledged before me this _____ day of _____ 19 ___
by

Witness my hand and official seal.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT (For use by Corporation)

State of
County of } ss.

On this _____ day of _____ A. D. 19_____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____ A. D. 19_____

Notary Public.

(SEAL)

My Commission expires _____

TRACT 1

Being 100 acres of land out of the H. Neville Headright Survey Abstract No. 185, Brazos County, Texas, and being the 100 acres off of the West side of said Survey, and being all of said Survey SAVE AND EXCEPT 540 acres conveyed by H. Neville to Henry Kurten by deed dated April 13, 1889, and recorded in volume 6, page 28, Brazos County, Texas, Deed Records, and being a rectangular tract 759 vrs. by 762 vrs. in size, and being the Third Tract described in a Deed of Trust from James Lang and wife, Pearl Lang, to A. C. Williams, Trustee, dated May 18, 1934, and recorded in volume 1, page 549, Federal Land Bank Deed of Trust Record of Brazos County, Texas.

TRACT 2

All that certain tract or parcel of land lying and being situated in Brazos County, Texas, a part and out of the H. Neville Survey, Abstract No. 185, described, as follows:

BEGINNING at the extreme South corner of said Survey;
THENCE N 45 W along line of said survey 918 vrs. to corner;
THENCE N 58 E 934 vrs. to corner;
THENCE S 45 E 702 vrs. to corner on Southeast line of said Neville Survey;
THENCE S 45 W along line of said survey 928 vrs. to the place of beginning,
CONTAINING 133 acres of land, more or less.

TRACT 3

All that certain tract or parcel of land lying and being situated in the County of Brazos, State of Texas, and being described, as follows:

Being in the James Prewitt Survey, Abst. No. 194, and described by metes and bounds, as follows:

BEGINNING at a stake set on the Southwest line of State Highway No. 21, which stake is S 20-50 E about sixty feet from the Northwest line of a tract of land conveyed to J. G. Minkert by H. A. Housewright et al by deed dated February 15, 1917;
THENCE S 45 W 471.2 vrs and corner a stake set in the Southwest line of said above-mentioned tract of land;
THENCE S 45 E with the Southwest line of said land, 633 vrs. and corner a stake for corner;
THENCE N 45 E 282 vrs. and corner a stake for corner;
THENCE N 45 W 400 vrs. and corner a stake for corner;
THENCE N 45 E 200 vrs. and corner a post for corner;
THENCE S 52 E 76 vrs. and corner a stake set in the Southwest line of the right-of-way of State Highway No. 21;
THENCE N 20-50 W with said right-of-way line, 250 vrs. to the place of beginning,
CONTAINING forty acres of land, more or less.

All that certain tract or parcel of land lying and being situated in the James Prewitt Survey, Abst. No. 164, in Brazos County, Texas, and being a portion of a 208-acre tract of land conveyed to J. G. Minkert by H. A. Housewright et al by deed dated February 15, 1917, and recorded in volume 46, page 38, Records of Deeds of Brazos County, Texas:

BEGINNING at the West corner of a 40-acre tract of land conveyed to Merle Hudson by J. G. Minkert by deed dated August 1st, 1935, and recorded in volume 89, page 469, Records of Deeds of Brazos County, Texas, a stake set in the Southwest line of the above mentioned 208-acre tract:
THENCE S 45 E with said line 663 vrs. and corner a stake set on the bank of Cedar Creek;
THENCE N 45 W with said creek 56 vrs. and corner a stake for corner;
THENCE N 45 E with the Southeast line of said 208-acre tract about 880 vrs. and corner a post set on the Southwest line of the right-of-way of State highway number twenty-one;
THENCE N 20-50 W with said highway right-of-way line, about 1081 vrs. and corner a stake set for the most Easterly corner of the forty-acre tract above mentioned conveyed to Merle Hudson;
THENCE N 52 W 76 vrs. and corner a post for corner:
THENCE S 45 W with the Southeast line of Merle Hudson's tract 200 vrs. and corner a stake for corner;
THENCE S 45 E 400 vrs. and corner a stake for corner:
THENCE S 45 W 282 vrs. to the place of beginning, CONTAINING one hundred and nine acres of land, more or less.

TRACT 5

All that certain tract or parcel of land lying and being situated in the James Prewitt Survey, Abstract No. 194, in Brazos County, Texas, and being described by metes and bounds, as follows:

BEGINNING at a stake set in the Northwest line of the Hardin Neville Survey which is also the Southeast line of the James Prewitt Survey, Abstract No. 194, said stake being the South corner of a 208-acre tract of land conveyed to J. G. Minkert by S. A. Housewright et al, and is also the South corner of a tract of land conveyed by J. G. Minkert to F. C. Herrling;
THENCE S 44 W with the Northwest line of a 100-acre tract owned by James Lang, 671.4 varas and corner a stake set for the W corner of said James Lang's 100-acre tract;
THENCE N 48½ W 1896.1 varas and corner a stake set in the SE line of a 68-acre tract owned by Chas. Gerke;
THENCE N 44 E with Chas. Gerke's SE line 257-9/10 varas and corner a stake for corner;
THENCE N 47½ E 1680 vrs. and corner a stake set for the N corner of this tract;
THENCE S 46 E 687.6 vrs. and corner a stake set for the N corner of said J. G. Minkert 208-acre tract of land;
THENCE S 44 W with the NW line of said 208-acre tract 1200.6 vrs. and corner a stake set on the West bank of old Cedar Creek for corner;
THENCE S 46 E 937½ vrs. to the place of beginning, CONTAINING 430 acres of land.

TRACT 6 VOL 22 PAGE 194

All that certain tract or parcel of land lying and being situated in the James Prewitt Survey (Abst. No. 194) in Brazos County, Texas, and described by metes and bounds, as follows:

BEGINNING at a stake set on the East boundary line of State Highway No. 21, at a point where the Northeast line of a 208-acre tract conveyed to J. G. Minkert by H. A. Housewright et al intersects the boundary line of said highway;
THENCE S 45 E with the Northeast line of said 208-acre tract 4644 vrs. and corner a stake set for the East corner of said 208-acre tract of land;
THENCE S 45 W with the Southeast boundary line of said 208-acre tract 981 vrs. and corner a stake set in the East boundary line of State Highway No. 21;
THENCE approximately N 20 E with the East boundary line of State Highway No. 21, 1081 vrs. to the place of beginning,
CONTAINING 32 acres of land.
"it being intended to hereby convey all that portion of said 208-acre tract of land conveyed to J. G. Minkert by H. A. Housewright lying East of State Highway 21."

110136

FILED
3 O'Clock P M
JUN 1 1976
FRANK BORCHKE
County Clerk, Brazos County, Texas
By [illegible] Deputy

Date Recorded 6-3-76

RIDER

By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

CORRECTION Date: May 17, 1976

The attached oil and gas lease in lieu of and in correction of that certain oil and gas lease dated August 27, 1974 and recorded in Vol. 22, Page 190 of the mineral lease records of Brazos County, Texas in which a mineral lease was taken on a Producers Spbc. 88 and should have been taken on a Producers 88 with 640 acre pooling provision.

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

James D. Wilson
James D. Wilson (Lessor)

F. Earline Wilson
F. Earline Wilson (Lessor)

_____
(Lessor)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that ___ executed the same as ____ free act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____ 1976.

My Commission Expires

_____

_____
Notary Public in and for Brazos County, State of Texas

HUSBAND AND WIFE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

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

Given under my hand and seal of office this 18th day of May 1976.

My Commission Expires

June 1, 1977

Maudie A. Adams
Notary Public in and for Brazos County, State of Texas

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

Pound Printing & Stationery Co., Houston, Texas

VOL 27 PAGE 544

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 27th day of August 19 74, between James D. Wilson and Wife F. Earline Wilson

lessor (whether one or more), whose address is: Route 2, Kurten, Texas, and Public Lands Exploration, Inc., 2995 LBJ Freeway, Dallas, Texas, lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

100 acres	Vol. 39	Page 159
133 Acres	Vol. 121	Page 443
40 acres	Vol. 136	Page 628
109 Acres	Vol. 136	Page 627
430 Acres	Vol. 137	Page 500
39 Acres	Vol. 85	Page 473

Description attached containing 871 acres of land, more or less

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 871 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 five (5) 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 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 limitaton, 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 City National Bank at Bryan, Texas 77801, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ 435.00, 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.

James D. Wilson

F. Earline Wilson

STATE OF

COUNTY OF

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Befor

known to

executed t

Given

My Comm

STATE OF TEXAS }
COUNTY OF BRAZOS }

I, Frank Boriskie, Clerk of the County Court in and for Brazos County, Texas, do hereby certify that this instrument was FILED on the date and at the time stamped hereon and RECORDED in the volume and page of the Oil & Gas Lease Records of said County on the date stamped hereon.

FRANK BORISKIE, County Clerk
Brazos County, Texas

By: Ruby Hesse Deputy

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n expressed.

County, State of

KNOWLEDGMENT—TEXAS OR NEW MEXICO

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executed t

Given

My Comm

and acknowledged to me that

expressed.

County, State of

STATE OF

COUNTY OF Brazos

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

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

Given under my hand and seal of office this 18th day of May, 1976.

My Commission Expires
June 1, 1977

Maudie A. Adams

Notary Public in and for Brazos County, State of Texas

AMENDMENT TO OIL AND GAS LEASE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF BRAZOS §

WHEREAS, on August 27, 1974, James D. Wilson and wife, F. Earline Wilson, executed and delivered to Public Lands Exploration, Inc., an Oil and Gas Lease covering certain lands located in Brazos County, Texas, (the "Lease"), the Lease being recorded in Volume 22, Page 190, of the oil and gas records of Brazos County, Texas; and

WHEREAS, the Lease was amended by a Correction Oil and Gas Lease dated May 17, 1976, which Correction Oil and Gas Lease is recorded in Volume 22, Page 543, of the oil and gas records of Brazos County; and

WHEREAS, the Lease is now owned by Amalgamated Bonanza Petroleum, Ltd. and, as between the parties hereto, it is mutually desirable and advantageous that the Lease be further amended in the particulars hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the bonus and rentals heretofore paid under the terms of the Lease and of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby amend the Lease by changing the descriptions of the land covered thereby to read as set forth on Exhibit A attached hereto and incorporated herein by reference for all purposes.

It is specifically UNDERSTOOD and AGREED that this Lease covers the lands described on Exhibit A attached hereto as if such lands were originally included herein and that except as specifically amended hereby, the Lease remains in full force and effect as previously amended.

IN WITNESS WHEREOF, this Amendment to Oil and Gas Lease is executed this 29th day of November, 1976.

124530

FILED
At 10 O'clock 9 M
APR 25 1977
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By [illegible] Deputy

DATE RECORDED 4-26-77

James D. Wilson
JAMES D. WILSON

F. Earline Wilson
F. EARLINE WILSON

VOL 37 PAGE 777

AMALGAMATED BONANZA PETROLEUM, LTD.

By: _____
PRESIDENT

APPROVED LAND

THE STATE OF TEXAS §

COUNTY OF Brazos §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES D. WILSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of November, 1976.

Maudie A. Odom
NOTARY PUBLIC in and for
Brazos County, Texas

THE STATE OF TEXAS §

COUNTY OF Brazos §

BEFORE ME, the undersigned authority, on this day personally appeared F. EARLINE WILSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of November, 1976.

Maudie A. Odom
NOTARY PUBLIC in and for
Brazos County, Texas

DOMINION OF CANADA §

PROVINCE OF ALBERTA §

BEFORE ME, the undersigned authority, on this day personally appeared _____ of AMALGAMATED BONANZA PETROLEUM, LTD, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that same was the act of said corporation and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of April, 1978.

_____
NOTARY PUBLIC in and for
PROVINCE OF ALBERTA

EXHIBIT A
TO AMENDMENT TO OIL AND GAS LEASE

Tract 1:

All that certain tract or parcel of land partly out of the H. Neville Survey, Abstract No. 185, and partly out of the H. Neville Survey, Abstract No. 184, Brazos County, Texas; and being a part of a 215 acre tract conveyed by Gus Seaman to James Lang by deed dated November 12, 1920 and recorded in volume 54, page 48, of the Deed Records of Brazos County, Texas; and being a part of a 185 acre tract conveyed by W. J. Lang to James Lang by deed dated October 16, 1911, and recorded in volume 39, page 159 of the Brazos County Deed Records; and being a part of a 100 acre tract conveyed by W. J. Lang to James Lang by deed dated October 16, 1911 and recorded in volume 39, page 159 of the Deed Records of Brazos County, Texas; and being more fully described as follows:

BEGINNING at a fence corner for the most westerly corner of said Lang 215 acre tract, said point being in the NW line of said H. Neville Survey, Abstract No. 184;

THENCE, N 45 E with the NW line of said Survey at 600 varas past the most northerly corner of said 215 acre tract and the most westerly corner of said 185 acre tract, and at 1143 varas a fence corner for the most northerly corner of said 185 acre tract; said point also being the most northerly corner of said H. Neville Survey, Abstract No. 184, and also being the most westerly corner of said H. Neville Survey, Abstract No. 185; and the west corner of said 100 acre tract;

THENCE continuing N45 E along the NW line of said 100 acre tract and the NW line of said Neville Survey, Abstract No. 185, an additional distance of 682 varas to a point in the NW right-of-way line of Texas State Highway No. 21 and corner; said point being 140 feet at right angles to the centerline thereof;

THENCE S 20 W with said right of way line, parallel to, and 140 feet from the centerline, thereof a distance of 211.7 varas;

THENCE S 7 W along said right of way line a distance of 125.6 varas to a concrete marker; said point being 50 feet at right angles to the centerline of said highway;

THENCE meandering with said right of way line and a 1 degree curve to the right as follows:

S 23 W a distance of 386.3 varas;
S 31 W a distance of 172.4 varas;
S 38 W a distance of 265.0 varas;
S 42 W a distance of 103.3 varas;
S 44 W a distance of 641.2 varas

to a fence corner for the intersection of said right of way line with the SW line of said Lang 215 acre tract;

THENCE N 45 W with the SW line of said 215 acre tract a distance of 398.5 varas to the PLACE OF BEGINNING, and containing 97.7 acres of land, more or less.

Tract 2:

All that certain tract or parcel of land lying and being situated in the County of Brazos, State of Texas, and being described, as follows:

Being in the James Prewitt Survey, Abst. No. 194, and described by metes and bounds, as follows:

BEGINNING at a stake set on the Southwest line of State Highway No. 21, which stake is S 20-50 E about sixty feet from the Northwest line of a tract of land conveyed to J. G. Minkert by H. A. Housewright et al by deed dated February 15, 1917;

THENCE S 45 W 471.2 vrs and corner a stake set in the Southwest line of said above-mentioned tract of land;

THENCE S 45 E with the Southwest line of said land, 633 vrs and corner a stake for corner;

THENCE N 45 E 282 vrs and corner a stake for corner;

THENCE N 45 W 400 vrs and corner a stake for corner;

THENCE N 45 E 200 vrs and corner a post for corner;

THENCE 52 E 76 vrs and corner a stake set in the Southwest line of the right-of-way of State Highway No. 21;

THENCE N 20-50 W with said right-of-way line, 250 vrs to the PLACE OF BEGINNING, and containing forty acres of land, more or less.

Tract 3:

All that certain tract or parcel of land lying and being situated in the James Prewitt Survey, Abst. No. 164, in Brazos County, Texas, and being a portion of a 208-acre tract of land conveyed to J. G. Minkert by H. A. Housewright et al by deed dated February 15, 1917, and recorded in volume 46, page 38, Records of Deeds of Brazos County, Texas:

BEGINNING at the West corner of a 40-acre tract of land conveyed to Merle Hudson by J. G. Minkert by deed dated August 1st, 1935, and recorded in volume 89, page 469, Records of Deeds of Brazos County, Texas, a stake set in the Southwest line of the above mentioned 208-acre tract;

THENCE S 45 E with said line 663 vrs. and corner a stake set on the bank of Cedar Creek;

THENCE N 45 W with said creek 56 vrs. and corner a stake for corner;

THENCE N 45 E with the Southeast line of said 208-acre tract about 880 vrs. and corner a post set on the Southwest line of the right-of-way of State highway number twenty-one;

THENCE N 20-50 W with said highway right-of-way line, about 1081 vrs. and corner a stake set for the most Easterly corner of the forty-acre tract above mentioned conveyed to Merle Hudson;

THENCE N 52 W 76 vrs. and corner a post for corner;

THENCE S 45 W with the Southeast line of Merle Hudson's tract 200 vrs. and corner a stake for corner;

THENCE S 45 E 400 vrs. and corner a stake for corner;

THENCE S 45 W 282 vrs. to the place of beginning,

CONTAINING one hundred and nine acres of land, more or less.

Tract 4:

All that certain tract or parcel of land lying and being situated in the James Prewitt Survey, Abstract No. 194, in Brazos County, Texas, and being described by metes and bounds, as follows:

BEGINNING at a stake set in the Northwest line of the Hardin Neville Survey which is also the Southeast line of the James Prewitt Survey, Abstract No. 194, said stake being the South corner of a 208-acre tract of land conveyed to J. G. Minkert by S. A. Housewright, et al, and is also the South corner of a tract of land conveyed by J. G. Minkert to F. C. Herrling;

THENCE S 44 W with the Northwest line of a 100-acre tract owned by James Lang, 671.4 varas and corner a stake set for the W corner of said James Lang's 100-acre tract;

THENCE N 48-1/2 W 1896.1 varas and corner a stake set in the SE line of a 68-acre tract owned by Chas. Gerke;

THENCE N 44 E with Chas. Gerke's SE line 257-9/10 varas and corner a stake for corner;

THENCE N 47-1/2 E 1680 vrs. and corner a stake set for the N corner of this tract;

THENCE S 46 E 687.6 vrs. and corner a stake set for the N corner of said J. G. Minkert 208-acre tract of land;

THENCE S 44 W with the NW line of said 208-acre tract 1200.6 vrs. and corner a stake set on the West bank of oil Cedar Creek for corner;

THENCE S 46 E 937-1/2 vrs. to the place of beginning,

CONTAINING 430 acres of land.

Tract 5:

All that certain tract or parcel of land lying and being situated in the James Prewitt Survey (Abst. No. 194) in Brazos County, Texas, and described by metes and bounds, as follows:

BEGINNING at a stake set on the East boundary line of State Highway No. 21, at a point where the Northeast line of a 208-acre tract conveyed to J. G. Minkert by H. A. Housewright et al intersects the boundary line of said highway;

THENCE S 45 E with the Northeast line of said 208-acre tract 464-1/2 vrs. and corner a stake set for the East corner of said 208-acre tract of land;

THENCE S 45 W with the Southeast boundary line of said 208-acre tract 981 vrs. and corner a stake set in the East boundary line of State Highway No. 21;

THENCE approximately N 20 E with the East boundary line of State Highway No. 21, 1081 vrs. to the place of beginning;

CONTAINING 39 acres of land.

"it being intended to hereby convey all that portion of said 208-acre tract of land conveyed to J. G. Minkert by H. A. Housewright lying East of State Highway 21."

* * * *

Prod. 88 Spec.

DATE RECORDED 1-28-75

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 27th day of August, 19 74, by and between

Fred R. Jones and wife Edelweiss K. Jones

96211

FILED FOR RECORD
DATE 1-23-75
AT 11 O'CLOCK A M
FRANK-BORISKIE
BRAZOS COUNTY CLERK
By Flora L. Shepherd

of 201 College Vw. Bryan, Texas, hereinafter called lessor (whether one or more) and

Public Lands Explorations Inc., 2995 LBJ Freeway, Dallas, Texas

of , hereinafter called lessee:

WITNESSETH, That the lessor, for and in consideration of $5.00 DOLLARS

($ 5.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Brazos, State of Texas, described as follows, to-wit:

Being 876.70 acres of land, more or less, out of the I. Curd A-11, H. Cartmell A-87, H. Neville A-184, H. Neville A-185, & J. Phelps A-198; and being more particularly described as 673 acres, more or less, described in Oil Gas and Mineral Lease recorded in Vol. 10 at page 16 of the Oil and Gas Lease Records, 102.3 acres, more or less, described in Oil Gas and Mineral Lease recorded in Vol. 9 at page 363 of the Oil and Gas Lease Records, and 101.4 acres, more or less, described in deed to Edelweiss K. Jones recorded in Vol. 213 at page 651 of the Deed Records, in Brazos County, Texas.

of Section Township Range and containing 876.70 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling for oil or gas, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises; and drilling operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If oil or gas shall be discovered and produced from any such well or wells drilled or being drilled at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas shall be produced from the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. To pay the lessor one-eighth, at the market price at the well for the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the University Natl Bank at College Station, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of 84,385.00 DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and terminate. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

The undersigned, lessors, for themselves, their heirs and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, in so far as said rights of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

Fred R. Jones (SEAL)

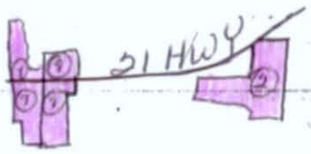
(SEAL)

Edelweiss Koppe Jones (SEAL)

(SEAL)

(SEAL)

(SEAL)



VOL 22 PAGE 85

(2) + (7)

VOL 22 PAGE 86

STATE OF Texas
COUNTY OF Brazos } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28th day of August, 19 74, personally appeared Fred R. Jones

and wife, Edelweiss Koppee Jones, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires June 1, 1975

Maudie A. Adams
Notary Public.

State of Texas
County of Brazos } ss.

The foregoing instrument was acknowledged before me this 28th day of August 19 74 by Fred R Jones and wife Edelweiss Koppee Jones

Witness my hand and official seal.

Maudie A. Adams
Notary Public

My Commission Expires:
June 1, 1975

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of, A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of, A. D. 19

(SEAL)

Notary Public.

My Commission expires

No.
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 Volume Page of the records of this office.
County Clerk.
By Deputy.
When recorded return to

KEMTEEL BLUE PRINT CO., CASPER, WYOMING

VOL 22 PAGE 564

110143

FILED
At 3:00 O'Clock P M
JUN 1 1976
FRANK BORSKE
County Clerk, Brazos County, Texas, Texas
By [illegible] Deputy

Date Recorded 6-3-76

RIDER

By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

CORRECTION Date: May 17, 1976

The attached oil and gas lease in lieu of and in correction of that certain oil and gas lease dated August 27, 1974 and recorded in Vol. 22, Page 86 of the mineral lease records of Brazos County, Texas in which a mineral lease was taken on a Producers Spbc. 88 and should have been taken on a Producers 88 with 640 acre pooling provision.

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

Fred R. Jones
Fred R. Jones (Lessor)

Edelweiss Koppee Jones
Edelweiss Koppee Jones (Lessor)

_____ (Lessor)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that ___ executed the same as ____ free act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____ 1976.

My Commission Expires

_____

_____
Notary Public in and for Brazos County, State of Texas

HUSBAND AND WIFE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Fred R. Jones and Edelweiss Koppee Jones 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 19th day of May 1976.

My Commission Expires

June 1, 1977

Maudie A. Odom
Notary Public in and for Brazos County, State of Texas

NOTARY PUBLIC

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

Pound Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 27th day of August 1974, between Fred R. Jones and wife Edelweiss K. Jones

lessor (whether one or more), whose address is: 201 College View, Bryan, Texas 77801

and Public Lands Exploration, Inc., 2995 LBJ Freeway, Dallas, Texas, lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

Being 876.70 acres of land, more or less, out of the I. Curd A-11, H. Cartmell A-87, ~~H.~~ Neville A-184, H Neville A-185, and J. Phelps A-198; and being more particularly described as 673 acres, more or less, described in Oil Gas and Mineral Lease recorded in Vol. 10 at page 16 of the Oil and Gas Lease Records, 102.3 acres, more or less, described in Oil Gas and Mineral Lease recorded in Vol. 9 at page 363 of the Oil and Gas Lease Records, and 101.4 acres, more or less, described in deed to Edelweiss K. Jones recorded in Vol. 213 at page 651 of the Deed Records, in Brazos County, Texas.

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 876.70 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 ~~ten (10)~~ five (5) 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 caringhead 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 limitaton, 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 University National Bank at College Station, Texas 77840, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ 4,385.00, 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.

Fred R. Jones

Edelweiss Koppee Jones

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority,

known to me to be the person___whose

executed the same as_____fre

Given under my hand and seal of offi

My Commission Expires

INDIVIDUAL ACKNOWLEDGMENT — TEXAS OR NEW MEXICO

STATE OF TEXAS }
COUNTY OF BRAZOS }

I, Frank Boriskie, Clerk of the County Court in and for Brazos County, Texas, do hereby certify that this instrument was FILED on the date and at the time stamped hereon and RECORDED in the volume and page of the Oil & Gas Lease Records of said County on the date stamped hereon.

FRANK BORISKIE, County Clerk
Brazos County, Texas

By: Lucy Weise Deputy

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority,

known to me to be the person___whose n

executed the same as_____fre

Given under my hand and seal of offi

My Commission Expires

NEW MEXICO

Notary Public in and for_____County, State of_____

STATE OF Texas

COUNTY OF Brazos

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Fred R. Jones and Edelweiss Koppee Jones 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 19th day of May, 19 76

My Commission Expires
June 1, 1977

Maudie A. Odom

Notary Public in and for Brazos County, State of Texas

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

No.

Oil, Gas and Mineral Lease

FROM

TO

Dated, 19

No. Acres

Term, County,

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, Deputy County Clerk

When recorded return to

Pound Printing & Stationery Co., Houston, Texas

Producers 88 (9-65)
With 640 Acres Pooling Provision

Pound Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE EXCLUDING COAL & LIGNITE

THIS AGREEMENT made this 9th day of December 1975, between James Lang and wife Pearl L. Lang

Lessor (whether one or more), whose address is: Route 2, Box 165, Bryan, Texas 77801

and C. R. Hardy, Lessee, WITNESSETH:

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

FIRST TRACT: 121 acres of land, more or less, lying and situated in the Perfecto Diaz League, A-106 Brazos County Texas and being the same 121 acres described as Tract No. 2 in a deed dated January 10, 1947 from the First National Bank, Bryan, Texas to James Lang, said deed recorded in Volume 128, page 318 of the deed records of Brazos County Texas. Save and except 9.2069 acres of land described in a deed dated May 19, 1975 from Pamela M. Guerrero and Vincent C. Guerrero to Allen H. May and wife, Ruth May, said deed recorded in Volume 338, page 823 of the deed records of Brazos County Texas, leaving 111.7931 contained in this tract.

(6) SECOND TRACT: 166 acres of land, more or less, and lying and situated in the Hardin Neville Survey, A-184, Brazos County Texas and being the same 166 acres described in a deed dated September 14, 1973 from Raymond Ian Lang and Pamela Guerrero to Ann Carter Lang, said deed recorded in Volume 320, page 764 of the deed records of Brazos County Texas.

(6) THIRD TRACT: 107 Acres of land, more or less, lying and being situated in the Hardin Neville Survey, A-184, Brazos County Texas and being the same 107 acres described as First Tract in a deed dated September 14, 1973 from Pamela Guerrero and Ann Carter Lang to Raymond Ian Lang, said deed recorded in Volume 320, page 773 of the deed records of Brazos County Texas.

FOURTH TRACT: 142 acres of land, more or less, a part of the Perfecto Diaz Survey, A-106 Brazos County Texas and being the same 142 acres of land described in a deed September 4, 1947 from Raymond W. Lang et ux to James Lang, recorded in Volume 131, page 466 of the deed records of Brazos County Texas.

FIFTH TRACT: 110.435 acres of land, more or less, in the Hardin Neville Survey, A-184 and 185, Brazos County Texas and being the same land described as Second Tract in a deed dated April 23, 1963 from James Lang and wife Pearl Land to Odus E. Lang, said deed recorded in Volume 228, page 206 of the deed records of Brazos County Texas.

Signed for identification James Lang
Pearl L Lang

105336

Vol 22 Page 441

DATE RECORDED 1-6-76

(6) (3)

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 646.435 acres, whether it actually comprises more or less.

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

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

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

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in The City National Bank at Bryan, Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of Two thousand nine hundred eighteen and 17/100 Dollars ($ 2918.17), (herein called rentals), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to the parties entitled thereto or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. If prior to discovery and production of oil, gas or other mineral on said land or on acreage pooled therewith, Lessee should drill a dry hole or holes thereon, or if after discovery and production of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within sixty (60) days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of sixty days from date of completion of dry hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking

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of any additional well are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

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

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

9. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per eighty (80) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities.

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

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

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

WITNESS:

Social Security # [redacted]

James Lang
Pearl L. Lang

STATE OF Texas
COUNTY OF Brazos

TEXAS SINGLE ACKNOWLEDGMENT

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared James Lang and Pearl L. Lang

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 9th day of December, A. D. 1975

Maudie A. Adams

Notary Public in and for Brazos County, Texas

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STATE OF _____ TEXAS JOINT ACKNOWLEDGMENT

Producers 88 (9-65)
With 640 Acres Pooling Provision

Pound Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE, EXCLUDING COAL AND LIGNITE

THIS AGREEMENT made this 29 th. day of January 19 76, between James Lang and wife, Pearl Lang

Lessor (whether one or more), whose address is: Rt. No. 2, Box 165, Bryan, Texas 77801 and C. R. Hardy, 713 E. McAlpine St., Navasota, Texas 77868, Lessee, WITNESSETH:

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

97.7 acres of land, more or less, partly out of the H. Neville Sur. A-185 and partly out of the H. Neville Sur. A-184, Brazos County, Texas and being the same 97.7 acres of land described in a deed dated July 1, 1951 from James Lang and wife Pearl Lang, said deed recorded in Vol. 150, page 550 of the deed records of Brazos County, Texas,

DATE RECORDED 3-9-76

107232

FILED FOR RECORD
DATE 3-9-76
AT 10 O'CLOCK A M
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY Barbara Schlinke

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 97.7 acres, whether it actually comprises more or less.

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

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

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

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in The City National Bank at Bryan, Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of Two Hundred Forty Four and 25/100 ---------- Dollars ($ 244.25), (herein called rentals), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to the parties entitled thereto or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. If prior to discovery and production of oil, gas or other mineral on said land or on acreage pooled therewith, Lessee should drill a dry hole or holes thereon, or if after discovery and production of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within sixty (60) days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of sixty days from date of completion of dry hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking

(4)(5)

of any additional well are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

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

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

9. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per eighty (80) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities.

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

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

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

WITNESS:

James Lang
James Lang

Pearl Lang
Pearl Lang

STATE OF Texas
COUNTY OF Brazos

TEXAS SINGLE ACKNOWLEDGMENT

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared James Lang and Pearl Lang

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 30 th day of January, A. D. 19 76.

Notary Public in and for Brazos County, Texas

STATE OF Texas
COUNTY OF Brazos

TEXAS JOINT ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared James Lang + Pearl Lang 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 for the purposes and consideration therein expressed. And the said wife, having been examined by me privily and apart from her husband, and having had said instrument fully explained to her, she, the said wife, acknowledged the same to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 30 day of January, A. D., 19 76

Pat Lodenny

Notary Public in and for Brazos County, Brazos

Producers 88 (9-65)
With 640 Acres Pooling Provision

No.

Oil, Gas and Mineral Lease

FROM

TO

Dated, 19

No. Acres

Term County, Texas

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

County Clerk

By, Deputy

When recorded return to

WILLIAM C. RICHARDSON
6400 WESTPARK PLAZA
SUITE 230
HOUSTON, TEXAS 77027

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

POUND PRINTING & STATIONERY COMPANY
2325 FANNIN, HOUSTON, TEXAS 77002, (713) 659-3139

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 13th day of December, 19 76, between Wallace Ervin Lawless and wife Amy Ruth Lawless

FILED FOR RECORD 12-23-76 119123 DATE 12-22-76 AT 11:30 a M

BRANK L.C. BRAZOS COUNTY, TEXAS BY Barbara Fitzbatrick

lessor (whether one or more), whose address is: 2201 New York St, Baytown, Texas 77520 and Amalgamated Bonanza Petroleum Ltd, Calgary Alberta, Canada, lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

Joshua Seale Survey, Brazos County, Texas. One-half 1/2 undivided mineral interest in 30 acres, more or less, lying west or northwest of State Highway No. 21 and being a part of a 90.14 acre tract of land fully described in a deed from W. R. Lawless et ux to W. E. Lawless, dated June 8, 1940 and recorded in Vol. 103, pg 487, Brazos County Deed Records. Above mentioned 30 acres conveyed by deed from W. E. Lawless and Mrs. Nora Lawless to B. M. Mayfield and recorded in Vol. 143, pg 318 of the Deed Records of Brazos County, Texas

RIDER: By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

SIGNED FOR IDENTIFICATION: Maudie Adams

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 30 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 ~~XXXX~~ Five (5) 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 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 limitaton, 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 Peoples State Bank Bank at Baytown, Texas 77520, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $150.00, 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.

(8)

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.

Wallace Ervin Lawless
Wallace Ervin Lawless

Amy Ruth Lawless
Amy Ruth Lawless

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF Texas
COUNTY OF HARRIS

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Wallace Ervin Lawless and Amy Ruth Lawless 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 17 day of DECEMBER, 19 76.

My Commission Expires
JUNE 1st A.D. 1977

(NAMI KATRIBE) Nami Katribe

Notary Public in and for HARRIS County, State of TEXAS.

Producers 88 (7-69)
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.

County Clerk

By_____, Deputy

When recorded return to

Found Printing & Stationery Co., Houston, Texas

Maulie Odom

Producers 88 (1-68)
With 640 Acres Pooling Provision

Pound Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 15th day of October, 19 74, between Feather Crest Enterprises, Inc., a Texas corporation, formerly or sometimes known as Feathercrest, Inc.; Feather Crest, Inc.; Feathercrest Enterprises, Incorporated; and Feathercrest Enterprises,

Lessor (whether one or more), whose address is: Dallas, Texas

and Public Lands Exploration, Inc., a Texas corporation, Lessee, WITNESSETH:

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

[For the lands covered hereby, see Exhibit A attached hereto and incorporated herein by reference for all purposes, as if fully set forth herein.]

DATE RECORDED 1-28-75

[Lessor makes no warranties as to title nor to the number of minerals acres listed or covered herein.]

FILED FOR RECORD
DATE 1-23-1975
AT 11 O'CLOCK A M
FRANK DORISKE
BRAZOS COUNTY CLERK
BY Frank Doriske

96244

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 247.55 acres, whether it actually comprises more or less.

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

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

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

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender (or shall make a bona fide attempt to pay or tender, as hereinafter stated) to Lessor or to the credit of Lessor in ..... Bank at ....., Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of One Thousand, Two Hundred Thirty-Seven & 75/100 Dollars ($1,237.75), (herein called rentals), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to the parties entitled thereto or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. If Lessee shall, on or before any anniversary date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto according to Lessee's records or to a Lessor, who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with subsequent provisions of this lease, of his right to receive rental, and if such payment or deposit shall be ineffective or erroneous in any regard, Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, and this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective rental payment or deposit had been properly made, provided that the erroneous or ineffective rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by such instruments as are necessary to enable Lessee to make proper payment. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases of this lease as to all or any part of the above-described premises, or of any mineral or horizon under all or any part thereof, and thereby be relieved of all obligations as to the released land or interest. If this lease is released as to all minerals and horizons under a portion of the land covered by this lease, the rentals and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the number of surface acres within such released portion bears to the total number of surface acres which was covered by this lease immediately prior to such release.

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(8) 72min

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

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

Five / 500

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

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

10. Lessor [redacted] agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. [redacted] is agreed that if this lease covers a less interest in the oil, gas, [redacted] in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, delay rental, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

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

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

FEATHER CREST ENTERPRISES, INC.

By: Dolan R. Barrett
President

STATE OF Texas
COUNTY OF Brazos

INDIVIDUAL ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared Dolan R. Barrett

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

Given under my hand and seal of office this 1st day of November, 1974.

My Commission Expires
6-75

Irene Wilson
Notary Public in and for Brazos County, State of Texas

BRAZOS TEXAS

STATE OF _____
COUNTY OF _____

HUSBAND AND WIFE ACKNOWLEDGMENT

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

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

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

My Commission Expires

_____

Notary Public in and for _____ County, State of _____

Producers 88 (7-66)
With 640 Acre Pooling Provision

No. _____

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19__

No. Acres _____

Term _____ County, Texas

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

_____ County Clerk

By _____, Deputy

When recorded return to

Found Printing & Stationery Co., Houston, Texas

EXHIBIT A
To Oil, Gas and Mineral Lease, Dated October 15, 1974,
By and Between Feather Crest Enterprises, Inc. and
Public Lands Exploration, Inc.

Tract No. 1:

Tract or parcel of land lying and being situated in the Joshua Seale Survey, Abstract No. 214, Brazos County, Texas, and being all of a 90.14 acre tract of land lying west or northwest of State Highway No. 21, said 90.14 acre tract being fully described in a deed from W. R. Lawless, et ux, to W. E. Lawless, dated June 8, 1940, and recorded in Volume 103, page 487, of the Brazos County Deed Records, to which reference is here made for all purposes, the tract hereby conveyed being only that portion of said 90.14 acre tract lying on the west or northwest side of said highway and is the same land conveyed by W. E. Lawless to B. M. Mayfield by deed dated January 30, 1953, and recorded in Volume 158, page 55, of the Brazos County Deed Records, SAVE AND EXCEPT a 30-foot strip of land off of the north or northeast end of said tract which was conveyed by B. M. Mayfield to W. T. Kelley by deed recorded in Volume 201, page 517, of the Brazos County Deed Records.

Tract No. 2:

Tract or parcel of land lying and being situated in the I. Curd League in Brazos County, Texas, and further described as follows, to-wit:
BEGINNING on the northeast line of said I. Curd League at the north corner of a 105 acre tract owned by M. B. Easters on or about August 30, 1907;
THENCE run N 47 W 409 varas and corner a rock from which a P. O. 12 inches in diameter bears S 46-1/2 W 8 varas;
THENCE S 46-1/2 W 860 varas and corner in the northeast line of a tract owned by A. Gerke, from which a B. J. 6 inches in diameter bears E 3 varas and a B. J. 8 inches in diameter bears N 25 W 10 varas;
THENCE S 45 E 412 varas and corner with the west corner of said M. B. Easters 105 acre tract;
THENCE N 45 E 875 varas with said Easters line to the PLACE OF BEGINNING, containing 65 acres of land, more or less, and being the same land conveyed to James Tobias by Mrs. S. E. Cloud by deed dated December 2, 1912, and recorded in the Deed Records of Brazos County, Texas, in Volume 42, page 112, to which deed and its record reference is here made.

Tract No. 3:

Being two tracts or parcels of land in Brazos County, Texas, and being more particularly described as follows:
FIRST TRACT: All that certain tract or parcel of land lying and being situated in the J. Seale Survey, Brazos County, Texas, and being part of the 75.53 acre tract and all of the 15.08 acre tract described in the deed recorded in Volume 165, page 185, of the Deed Records of Brazos County, Texas, and being more particularly described as follows:
BEGINNING at an iron rod set at the fence corner found marking the south corner of the beforementioned 15.08 acre tract in the northeast line of the beforementioned 75.53 acre tract;
THENCE S 43° 42' 40" E along the fence found marking the beforementioned northeast line of the 75.53 acre tract for a distance of 416.00 feet to an iron rod set for corner at the fence corner found marking an east corner of the said 75.53 acre tract;
THENCE S 46° 02' 41" W along the fence found marking the southeast line of the beforementioned 75.53 acre tract for a distance of 728.48 feet to an iron rod set for corner at the fence corner found marking an interior ell corner of the said 75.53 acre tract;
THENCE N 46° 27' 07" W along a fence for a distance of 1036.29 feet to an iron rod set for corner at a fence corner;
THENCE S 46° 53' 43" W along a fence for a distance of 156.73 feet to an iron rod set for corner at a fence corner;
THENCE N 38° 30' 34" W along a fence for a distance of 316.66 feet to an iron rod set for corner at a fence corner in the fence found marking the southeast right-of-way line of State Highway No. 21;

THENCE N 44° 26' 54" E along the beforementioned fence and southeast right-of-way line of State Highway No. 21 for a distance of 1573.45 feet to a fence corner found for corner at or near the north corner of the beforementioned 15.08 acre tract;
THENCE S 44° 59' 49" E along a fence marking the southwest right-of-way line of a road for a distance of 958.71 feet to an iron rod set for corner at a fence corner at or near the east corner of the beforementioned 15.08 acre tract;
THENCE S 44° 12' 07" W along the fence found marking the southeast line of the beforementioned 15.08 acre tract for a distance of 688.57 feet to the PLACE OF BEGINNING, containing 39.810 acres of land, more or less, being the same land surveyed March, 1971, by B. J. Kling, Registered Public Surveyor.
SECOND TRACT: All that certain tract or parcel of land lying and being situated in the H. R. Cartmell Survey, Brazos County, Texas, and being the same tract of land which was excepted in the deed from Bobbie M. Mayfield to Fritz W. Glitsch, Jr., recorded in Volume 220, page 565, of the Deed Records of Brazos County, Texas, and being more particularly described as follows:
BEGINNING at an iron rod set at the fence corner found marking the south corner of the beforementioned 3.366 acre tract said iron rod being in the fence found marking the northeast right-of-way line of the Bryan and Madisonville County Road;
THENCE N 45° 39' 32" E along the fence found marking the southeast line of the beforementioned 3.366 acre tract for a distance of 625.79 feet to an iron rod set for corner at the fence corner found marking the east corner of the said 3.366 acre tract;
THENCE N 83° 15' 22" W along the fence found marking the north line of the beforementioned 3.366 acre tract for a distance of 374.75 feet to an iron rod set for corner at the fence corner found marking the north corner of the said 3.366 acre tract;
THENCE S 44° 31' 28" W along the fence found marking the northwest line of the beforementioned 3.366 acre tract for a distance of 390.36 feet to an iron rod set for corner at the fence corner found marking the west corner of the said 3.366 acre tract, said iron rod being in the beforementiond fence found marking the northeast right-of-way line of the Bryan and Madisonville County Road;
THENCE S 44° 19' 14" E along the beforementioned fence and northeast right-of-way line of the Bryan and Madisonville County Road, same being the southwest line of the beforementioned 3.366 acre tract, for a distance of 283.86 feet to the PLACE OF BEGINNING, containing 3.366 acres of land, more or less, as surveyed March, 1971, by B. J. Kling, Registered Public Surveyor.

Tract No. 4:

All that certain tract or parcel of land lying and being situated in the H. R. Cartmell Survey in Brazos County, Texas, and being described by metes and bounds as follows:
BEGINNING at the extreme south corner of a 120 acre tract conveyed to Mrs. Margie Lawless by J. H. Lloyd and wife by deed dated May 23, 1907, recorded in Volume 30, page 451, Deed Records of Brazos County, Texas;
THENCE N 45 E with the southeast line of said 120 acre tract, 823 varas and corner a rock in said line;
THENCE N 47 W, 444 varas and corner a rock in the southeast line of Walter Lawless 120 acre tract;
THENCE S 47 W with said Walter Lawless southeast line, 558 varas and corner at his south corner;
THENCE S 45 E with W. W. Cloud line, 155 varas and corner at corner of Mrs. Margie Lawless 120 acre tract;
THENCE S 45 W on line between Mrs. Margie Lawless and W. W. Cloud, 262 varas and corner at west corner of Mrs. Margie Lawless 120 acre tract;
THENCE S 45 E, 290 varas to the PLACE OF BEGINNING, containing 57-1/2 acres of land, more or less; and being the same land conveyed by Margie Lawless to E. R. Lloyd by deed dated August 30, 1907, recorded in the Deed Records of Brazos County, Texas; and being the same land described in a deed from E. R. Lloyd, et ux, to B. F. Lloyd dated September 2, 1918, recorded in Volume 40, page 407, Deed Records of Brazos County, Texas, to all of which reference is here made for all purposes.
Said property is sometimes referred to as being situated in the J. Seale Survey in Brazos County, Texas.

Tract No. 5:

All that tract or parcel of land lying and being situated in the Isaah Curd Survey in Brazos County, Texas, described as follows, to-wit:
BEGINNING at the east corner of the Isaah Curd League on the line of the J. W. Stewart League which point is also the south corner of the J. R. Cartmell Survey;
THENCE N 45 W 666 varas and corner on the northeast line of said Isaah Curd League;
THENCE S 45 W 890 varas and corner a stake;
THENCE S 45 E 666 varas and corner on the J. W. Stewart League line;
THENCE N 45 E along the league line 890 varas to place of beginning, containing 105 acres of land, save and except 3/4 acre off of the east corner heretofore sold the Tryon Church by M. B. Easters, being the same tract of land conveyed to M. E. Keith by M. B. Easters and wife in the deed above referred to.
SAVE AND EXCEPT: 52-3/8 acres described as follows:
BEGINNING at a stake set for the east corner of the Isaah Curd League which is also the south corner of the J. R. Cartmell Survey, said corner being in the northwest line of the J. W. Stewart League;
THENCE N 45 W with the northeast line of said Isaah Curd League, 335.4 varas and corner a stake for corner;
THENCE S 45 W 890 varas and corner a stake for corner;
THENCE S 45 E 335.4 varas and corner a stake set at the west corner of said J. W. Stewart Survey;
THENCE N 45 E with the northwest line of said survey, 890 varas to the place of beginning, containing 52-3/8 acres of land.

1035

Producers 88 (7-66)
With 640 Acres Pooling Provision

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Pound Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE

DATE RECORDED 1-28-75

THIS AGREEMENT made this 15th day of October 19 74 between
Hugo J. Endler and wife Ethel Metzer Endler
Rt 2, Box 150, Bryan, Texas

06203

FILED FOR RECORD
DATE 1-23-75
AT 11 O'CLOCK A M
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY: Glenn E. Stewart

Lessor (whether one or more), whose address is: Rt. 2, Box 150, Bryan, Texas 77801
and Public Lands Exploration, Inc., 2995 LBJ Freeway, Dallas, Texas, Lessee, WITNESSETH:

1. Lessor in consideration of $5.00 and other consideration Dollars ($ 5.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Brazos County, Texas, to-wit:

Brazos, in the State of Texas, to-wit:

BEING those two certain tracts of land lying and being situated in the ISAAH CURD LEAGUE, Abstract No. 11, in Brazos County, Texas, and more particularly described as follows:

FIRST TRACT: BEGINNING at a stake set on the West line of the right-of-way, of State Highway, number twenty-one (21) at a point where the dividing line between the land owned by Herman Kehelenbrink, and the land owned by Louis Kehelenbrink, intersects the West line of said highway;
THENCE, N. 45 W. with said dividing line between said two tracts of land 341 feet and corner a stake for corner, in the center of the old Bryan and Madisonville road;
THENCE, N. 58-1/2 E. with said old road, 1155-1/2 feet and corner a stake cor corner;
THENCE, S. 45 E. 54 feet and corner a stake for corner in the West line of the right-of-way of State Highway # 21;
THENCE, S. 44-3/4 W. with the right-of-way line of said Highway 1114 feet to the place of BEGINNING, containing 5.16 acres of land, more or less,-

SECOND TRACT: BEGINNING at the most Southerly corner of the above described tract at a stake set in the West line of the right-of-way of State Highway number twenty-one;
THENCE, S. 44-3/4 W. with said highway right-of-way line, 967 feet and corner a stake set in the Northeast line of a tract of land formerly owned by Emmuel Keller;
THENCE, N. 45 W. 528 feet and corner a stake set in the center of the old Bryan and Madisonville public road;
THENCE, with said road, N. 54 E. 582 feet N. 57 E. 407 feet and corner a stake for corner;
THENCE, S. 45 E. with the Southwest line of the above described 5.16 acre tract 341 feet to the place of BEGINNING, containing 9.86 acres of land, and being the same land conveyed to Ethel M. Endler, et vir., by Marguerite M. Dittfurth, et al, conveying their one-half interest in said property by deed dated March 14, 1961, recorded in Volume 210, page 288, Deed Records Brazos County, Texas, and being the same land conveyed to Ethel M. Endler, et vir., by Hulda Metzer, a widow, conveying her one-half interest in said property by deed dated March 14, 1961, and recorded in Volume 210, page 286, Deed Records, Brazos County, Texas; SAVE AND EXCEPT, 4.89 acres in I. Curd League, Abst. #11, and being a part of the two above described tracts of land and being more particularly described as follows:
BEGINNING at the fence corner at the East corner of the tract called "First Tract" in the above described property, same being the Northwesterly right-of-way line of Texas State Highway No. 21;
THENCE, S. 45° 02' W. along said Highway right-of-way line for a distance of 1073.23 feet to an iron rod for corner;
THENCE, N. 55° 12' W. for a distance of 356.11 feet and corner at the East corner of a 34.48 acre tract out of the Buchanan 302 acre tract, this point being in the center of the Old Bryan-Madisonville Road;
THENCE, N. 60° 24' E. along a fence line and the center of said Old Bryan-Madisonville Road for a distance of 855.09 feet;
THENCE, N. 56° 36' E. continuing along said fence and old road for a distance of 319.49 feet to a fence corner for corner;
THENCE, S. 44° 04' E. along a fence line for a distance of 59.72 feet to the place of BEGINNING, containing 4.89 acres of land, more or less,-

Brazos

HWY 21

#9

9 49

All that certain tract or parcel of land lying and being situated in the I. Curd League, Abstract No. 11, Brazos County, Texas, also being part of the 302 acre tract conveyed to Raymond Buchanan by deed recorded in Vol. 140, pg. 119, of the Deed Records of Brazos County, Texas, and being more particularly described as follows:
BEGINNING at the fence corner marking the west corner of the above mentioned 302 acre tract;
THENCE along a fence line as follows:
S 46° 46' E 197.44 ft.
S 52° 35' E 92.22 ft.
S 39° 35' E 130.23 ft.
S 45° 57' E 1103.98 ft. and corner at a fence corner in the center of the Old Bryan-Madisonville Road, same being the west corner of the "Second Tract" described in deed to Hugo J. Endler by deed recorded in Vol. 210, pg. 286, of the Deed Records of Brazos County, Texas;
THENCE N 55° 55' E along a fence line in the center of the Old Bryan-Madisonville Road for a distance of 968.0 ft. and corner;
THENCE N 55° 12' W for a distance of 691.47 ft. to an iron rod for corner;
THENCE N 32° 30' W for a distance of 1055.18 ft. to a post oak tree 26 inches in diameter for corner, same being in the northwest line of the before mentioned 302 acre tract;
THENCE S 44° 34' W along said fence line for a distance of 904.79 ft.;
THENCE S 45° 12' W continuing along said fence line for a distance of 176.71 ft. to the PLACE OF BEGINNING containing 34.48 acres of land, more or less.

34.48 acres Vol 107 page 158 deed of trust records 1-9-64
10.13 acres abstract #11
deed of trust recorded 6-11-65

HUGO J. ENDLER,

of the County of Brazos, State of Texas, all that certain tract or parcel of land lying and being situated in the JOSHUA SEALE SURVEY, Abstract No. 214, Brazos County, Texas, being off the Northeast end of a 67.01-acre tract described in Volume 170, page 415, Brazos County Deed Records, the tract hereby conveyed described as follows:
BEGINNING at a fence corner and a stake in the Southeast ROW line of State Hwy. No. 21, the North corner of the original tract;
THENCE S 45 E along the Northeast line of the original tract, 991.7 feet to the Southeast corner of said tract;
THENCE S 45 W along the Southeast line of original tract, 352.2 feet;
THENCE N 45 W 987.6 feet to the Southeast ROW line of Hwy. 21;
THENCE N 44 deg. 21' E along said ROW line, 352.2 feet to the PLACE OF BEGINNING, containing 8.001 acres of land, according to survey made by J. S. Harrison. Registered Public Surveyor, on September 14, 1963.

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This lease is for oil and gas only - excludes coal, lignite coal & other minerals

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 52.611 acres, whether it actually comprises more or less.

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

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

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

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender (or shall make a bona fide attempt to pay or tender, as hereinafter stated) to Lessor or to the credit of Lessor in First Bank and Trust Co. Bank at Bryan (77801), Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of Two Hundred Twenty Three & 05 & Forty & 01/100 Dollars ($ 223.05 & 40.01), (herein called rentals), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to the parties entitled thereto or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. If Lessee shall, on or before any anniversary date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto according to Lessee's records or to a Lessor, who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with subsequent provisions of this lease, of his right to receive rental, and if such payment or deposit shall be ineffective or erroneous in any regard, Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, and this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective rental payment or deposit had been properly made, provided that the erroneous or ineffective rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by such instruments as are necessary to enable Lessee to make proper payment. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases of this lease as to all or any part of the above-described premises, or of any mineral or horizon under all or any part thereof, and thereby be relieved of all obligations as to the released land or interest. If this lease is released as to all minerals and horizons under a portion of the land covered by this lease, the rentals and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the number of surface acres within such released portion bears to the total number of surface acres which was covered by this lease immediately prior to such release.

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

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

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

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

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

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

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

Hugo Endler

Ethel Metzer Endler

STATE OF _____

COUNTY OF _____

INDIVIDUAL ACKNOWLEDGMENT

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_____

STATE OF Texas

COUNTY OF Brazos

HUSBAND AND WIFE ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared Hugo J. Endler

Ethel Metzer Endler 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 15th day of October, 1974.

My Commission Expires

June 1, 1975

Maudie A. Adams

Notary Public in and for Brazos County, State of Texas

VOL 22 PAGE 75

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

POUND PRINTING & STATIONERY COMPANY
2323 FANNIN, HOUSTON, TEXAS 77002, (713) 659-3159

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 8th day of December, 1976

Joe Clyde Burt and Juanita Burt

118706

DATE RECORDED 12-16-76

FILED FOR RECORD
DATE 12-14-76
AT 1:20 O'CLOCK P M
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY Barbara Hollenbeck

lessor (whether one or more), whose address is: Route 2, Box 166A, Bryan, Texas 77801, and Amalgamated Bonanza Petroleum Ltd, 2055 S. Gessner, Houston, Tex 77063 lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

Joshua Seale Survey, Brazos County, Texas...9 acres of land, more or less conveyed by deed from Frank M. King and wife Clare C. King to Joe Clyde Burt and wife Juanita Burt and recorded in Volume 275, page 533 of the Deed Records of Brazos County, Texas

RIDER: By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

SIGNED FOR IDENTIFICATION: Marvelle Pickard

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 9 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 ten (~~10~~) Five (5) 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 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 limitaton, 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 Bank and Trust Bank at Bryan, Texas 77801, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ 45.00, 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.

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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.

Joe Clyde Burt
Joe Clyde Burt

Juanita Burt
Juanita Burt

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____.

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____.

STATE OF Texas

COUNTY OF Brazos

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Joe Clyde Burt and Juanita Burt 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 8th day of December, 1976.

My Commission Expires
6-=1-77

Maudie A. Odom

Notary Public in and for Brazos County, State of Texas.

Producers 88 (7-69)
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, Deputy

County Clerk

When recorded return to

Found Printing & Stationery Co., Houston, Texas

Maudie Odom

23

1027

Producers 88 (7-66)
With 640 Acres Pooling Provision

Date Recorded 1-25-75

Pound Printing & Stationery Co., Houston, Texas

DATE RECORDED 1-28-75

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 21st day of October 19 74, between Odas M. Brown and wife Eletha M. Brown

96250

FILED FOR RECORD
DATE 1-23-1975
AT 11 O'CLOCK A M
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY Frank Boriskie

Lessor (whether one or more), whose address is: Rt. 2, Box 168, Bryan, Texas 77801 and Public Lands Exploration, Inc., 2995 LBJ Freeway, Dallas, Texas, Lessee, WITNESSETH:

1. Lessor in consideration of $5.00 and other consideration Dollars ($ 5.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Brazos County, Texas, to-wit:

all that certain tract of 50.01 acres of land lying and being situated in the Joshua Seale Survey. Abst. No. 214 in Brazos County, Texas. and being a portion of a 67.01 acre tract described in deed from Frank M. King to Donald R. King dated Oct. 5, 1955, recorded in Vol. 170. pg. 415, Deed Records of Brazos County. Texas, and the 50.01 acre tract is more fully described as follows:
BEGINNING at the NW corner of the original tract a point in the SE R/W line of State Highway No. 21:
THENCE N 44° 21' E along said R/W line 2258.5 ft.;
THENCE S 45° E 983.2 ft. to the SE line of the original tract;
THENCE S 45° W along said SE line 1382.4 ft.;
THENCE N 45° W 13.9 ft.;
THENCE S 45° W along said SE line 875.8 ft. to the SW corner of the original tract;
THENCE N 45° W along the SW line of the original tract 943.1 ft. to the place of beginning; and containing 50.01 acres of land according to survey made on Sept. 14, 1963, by J. S. Harrison, Registered Public Surveyor.
And being the same land conveyed by Frank M. King, et ux, to J. L. Stanfield by deed dated July 1, 1966, recorded in Vol. 256, pg. 491, Deed Records of Brazos County, Texas.

VOL 22 PAGE 212

11 Hwy 21

This lease is for oil and gas only - excludes coal, lignite coal & other minerals

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 50.01 acres, whether it actually comprises more or less.

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

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

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

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender (or shall make a bona fide attempt to pay or tender, as hereinafter stated) to Lessor or to the credit of Lessor in The First National Bank at Bryan (77801), Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of Two Hundred Fifty and 05/100 Dollars ($ 250.05), (herein called rentals), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to the parties entitled thereto or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. If Lessee shall, on or before any anniversary date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto according to Lessee's records or to a Lessor, who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with subsequent provisions of this lease, of his right to receive rental, and if such payment or deposit shall be ineffective or erroneous in any regard, Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, and this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective rental payment or deposit had been properly made, provided that the erroneous or ineffective rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by such instruments as are necessary to enable Lessee to make proper payment. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases of this lease as to all or any part of the above-described premises, or of any mineral or horizon under all or any part thereof, and thereby be relieved of all obligations as to the released land or interest. If this lease is released as to all minerals and horizons under a portion of the land covered by this lease, the rentals and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the number of surface acres within such released portion bears to the total number of surface acres which was covered by this lease immediately prior to such release.

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

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

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

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

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

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

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

Odas M Brown

Eletha M Brown

STATE OF _____

COUNTY OF _____

INDIVIDUAL ACKNOWLEDGMENT

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_____

STATE OF Texas

COUNTY OF Brazos

HUSBAND AND WIFE ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared Odas M. Brown and Eletha M. Brown 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 21ST day of October, 1974

My Commission Expires

June 1, 1975

Maudie A. Osborn

Notary Public in and for Brazos County, State of Texas

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

VOL 30 PAGE 380

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 6th day of September 19 77, between Toni Lightfoot Eshom as Guardian for Tracey Lynn Lightfoot Eshom and James Rayburn Lightfoot Eshom, minors

lessor (whether one or more), whose address is: 1428 Via Valante, Escondido, California 92027

and Amalgamated Bonanza Petroleum, Ltd., lessee, WITNESSETH:

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

on Exhibit A attached hereto and incorporated herein as if fully set forth for all purposes.

140151

FILED
At 10 O'clock A M
MAR 1 1978
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By _____ Deputy

Date Recorded 3-3-78

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 345.85 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 ~~xxxx~~ five (5) 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 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 limitaton, 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.

~~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 _____ Bank at _____, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $_____, 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.

(12) (14)

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, however effected, shall increase the obligations or diminish the rights of lessor, 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, 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 original 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, he 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 financials 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.

Toni Lightfoot Eshom

Toni Lightfoot Eshom, as Guardian
for Tracey Lynn Lightfoot Eshom and
James Rayburn Lightfoot Eshom, minors

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

INDIVIDUAL ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared TONI LIGHTFOOT ESHOM

known to me to be the person whose name is (XX) 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 6th day of December, 1977

Margaret Rango

Notary Public in and for San Diego County, State of California

My Commission Expires Jan. 16, 1978

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 _____

STATE OF _____
COUNTY 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

VOL 3 PAGE 381

Notary Public in and for _____ County, State of _____

EXHIBIT "A"

OIL, GAS AND MINERAL LEASE
BETWEEN TONI LIGHTFOOT ESHOM AS GUARDIAN FOR
TRACEY LYNN LIGHTFOOT ESHOM AND
JAMES RAYBURN LIGHTFOOT ESHOM, MINORS

(12)(14) 1. 1/16 mineral interest acquired by Jewel P. Lightfoot from Frank Matejka and wife, Julie Matejka, by mineral deed dated May 9, 1933, recorded in Volume 84, Page 30, of the Deed Records of Brazos County, Texas, and covering the following described land located in Brazos County, Texas:

88.85 acres, more or less, lying and being situated in the H. R. Cartmell Survey, Abstract No. 87, in the J. Seale Survey, Abstract No. 214.

BEGINNING at the North corner of a 65 acre tract of land heretofore conveyed to Mrs. S. E. Cloud by the heirs of W. W. Cloud, deceased, same being on the northeast line of the I. Curd League.

THENCE running North 45 West with the division line of the Joshua Seale and I. Curd Surveys 1040 varas and corner a stake;

THENCE North 45 East in the center of the Joe Seale tap road 568 varas and corner at the West corner of the J. M. Zimmerman homestead tract;

THENCE South 45 East with the Southwest line of the Zimmerman homestead tract 663 varas and corner;

THENCE South 45 West 263 varas and corner;

THENCE South 45 East 296 varas and corner a stake;

THENCE North 45 East 75 varas and corner a stake;

THENCE South 45 East 145 varas and corner at the North corner of a 30 acre tract heretofore conveyed by W. W. Cloud to J. H. Hearne;

THENCE South 45 West with the Northwest line of said 30 acre tract 380 varas and corner in center of Bryan and Madisonville Road on Northeast line of I. Curd League;

THENCE North 45 West along the center of said road and along I. Curd Northeast line 37 varas to the PLACE OF BEGINNING;

Containing 92.5 acres of land, more or less, 82.5 acres more or less which is in the Joshua Seale Survey and 10 acres more or less in the H. R. Cartmell Survey.

SAVE AND EXCEPT from this tract 3.65 acres of land more or less conveyed by Frank Matejka to the State of Texas for right-of-way purposes by Deed dated October 16, 1930, and recorded in Volume 78, Page 348, of the Brazos County Deed Records to which reference is here made for all purposes, leaving the net acreage in this tract to be 88.85 acres, more or less.

2. 1/16 mineral interest conveyed by John A. Manthei and wife, Ida Manthei, to Jewel P. Lightfoot by mineral deed dated May 17, 1933, and recorded in Volume 84, Page 63, of the Deed Records of Brazos County, Texas, and covering the following described lands located in Brazos County, Texas:

117 acres, more or less, out of the Frances Henderson League, Abstract No. 20, described as follows:

FIRST TRACT:

33-921/1128 acres beginning at the original East corner of said League;

THENCE South 45 West 552 varas with the League line and corner;

THENCE North 45 West 362-1/2 varas and corner;

THENCE North 45 East 552 varas to League line and corner;

THENCE South 45 East 362-1/2 varas with the League line and corner, the PLACE OF BEGINNING.

SECOND TRACT:

BEGINNING at a stake in the Southeast boundary line of said League, set for the South corner of a 177 acre tract of land;

THENCE North 45 West 362-1/2 varas and corner;

THENCE North 45 East 678 varas and corner;

THENCE South 45 East 362-1/2 varas and corner in the League line;

THENCE South 45 West 678 varas with the League line to the PLACE OF BEGINNING.

THIRD TRACT:

Containing 40 acres, beginning on the Southwest corner of a 100 acre tract of land sold to John Neeley;

THENCE South 45 West 418 varas and corner;

THENCE North 45 West 540 varas and corner;

THENCE North 45 East 418 varas and corner;

THENCE South 45 East 540 varas to the PLACE OF BEGINNING.

3. 1/16 mineral interest conveyed by Ernest Manthei and wife, Elsie Manthei, to Jewel P. Lightfoot by mineral deed dated May 17, 1933, recorded in Volume 84, Page 62, of the Deed Records of Brazos County, Texas, and covering the following described lands located in Brazos County, Texas:

75 acres, more or less, out of the Isaiah Curd League, and described as follows:

BEGINNING at a stake set in a gulley at a point where the Northwest line of said League crosses said gulley and 320 varas North 45 East from the most Easterly corner of Dr. John S. Edges' homestead tract (formerly owned by Dr. Collins);

THENCE South 45 East 370 varas and corner a stake;

THENCE North 45 West 1070 varas and corner a stake in mid-channel of the aforesaid gulley;

THENCE up said gulley with its meanders to the PLACE OF BEGINNING;

CONTAINING 75 acres of land more or less, the same being the said tract of land conveyed to J. C. Holmes by H. Kurten on the 22nd day of November, 1883, and recorded in the Deed Records of Brazos County, Texas, Volume 9, Pages 30-32, to which record reference is hereby made for a more particular description and for all other purposes.

4. 1/16 mineral interest conveyed by John T. Cloud and wife, Mae Cloud, to Jewel P. Lightfoot by mineral deed dated May 9, 1933, and recorded in Volume 84, Page 42, of the Deed Records of Brazos County, Texas, and covering the following described land located in Brazos County, Texas:

A part of the tract of land out of the I. Curd League, Abstract No. 11, and described as follows:

BEGINNING on the Northeast line of said I. Curd League at the North corner of 105 acre tract owned by M. B. Easters on or about August 30, 1907;

THENCE run North 47 West 409 varas and corner a rock from which a P.O. 12 inches in diameter bears South 46-1/2 West 8 varas;

THENCE South 46-1/2 West 860 varas and corner in the Northeast line of a tract owned by A. Gerke from which a B.J. 6 inches in diameter bears East 3 varas and a B.J. 8 inches in diameter bears North 25 West 10 varas;

THENCE South 45 East 412 varas and corner with the West corner of said M.D. Easters' 105 acre tract;

THENCE North 45 East 875 varas with said Easters line to the PLACE OF BEGINNING;

CONTAINING 65 acres of land, more or less, and more fully described in the Deed from James Tobias and wife, Fanny Tobias, to John T. Cloud dated August 6, 1915, and recorded in Volume 44, Page 132, of the Deed Records of Brazos County, Texas, to which record reference is hereby made in aid of description.

***

Producers 88 (7-66)
With 640 Acres Pooling Provision

VOL 22 PAGE 200

Pound Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 15th day of October, 19 74, between DRB HOLSTEIN FARMS, INC., a Texas corporation,

Lessor (whether one or more), whose address is: Dallas, Texas,

and PUBLIC LANDS EXPLORATION, INC., a Texas corporation, Lessee, WITNESSETH:

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

[For the lands covered hereby see Exhibit A attached hereto and incorporated herein by reference for all purposes, as if fully set forth herein.]

DATE RECORDED 1-28-75

[Lessor makes no warranties as to title nor to the number of minerals acres listed or covered herein.]

FILED FOR RECORD
DATE 1-28-1975
AT 11 O'CLOCK A M
FRANK BORISKIE
BRAZOS COUNTY, CLERK
BY Frank Boriskie

96245

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 456.09 acres, whether it actually comprises more or less.

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

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

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

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender (or shall make a bona fide attempt to pay or tender, as hereinafter stated) to Lessor or to the credit of Lessor in Bank at , Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of Two Thousand, Two Hundred Eighty & 45/100---Dollars ($2,280.45), (herein called rentals), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to the parties entitled thereto or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. If Lessee shall, on or before any anniversary date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto according to Lessee's records or to a Lessor, who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with subsequent provisions of this lease, of his right to receive rental, and if such payment or deposit shall be ineffective or erroneous in any regard, Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, and this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective rental payment or deposit had been properly made, provided that the erroneous or ineffective rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by such instruments as are necessary to enable Lessee to make proper payment. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases of this lease as to all or any part of the above-described premises, or of any mineral or horizon under all or any part thereof, and thereby be relieved of all obligations as to the released land or interest. If this lease is released as to all minerals and horizons under a portion of the land covered by this lease, the rentals and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the number of surface acres within such released portion bears to the total number of surface acres which was covered by this lease immediately prior to such release.

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

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

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

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

10. Lessor [redacted] agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. [redacted] is agreed that if this lease covers a less interest in the oil, gas, [redacted] in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, delay rental, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

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

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

DRB HOLSTEIN FARMS, INC.

BY: Delwin R. Barnett
PRESIDENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Brazos

Before me, the undersigned authority, on this day personally appeared Delwin R. Barnett

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

Given under my hand and seal of office this 10th day of November, 1974.

My Commission Expires
6-75

Diane Wilson
Notary Public in and for Brazos County, State of Texas

COUNTY OF BRAZOS, TE

STATE OF
COUNTY OF

HUSBAND AND WIFE ACKNOWLEDGMENT

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

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

My Commission Expires

Notary Public in and for _____ County, State of _____

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Filed for Record
Date
No.
Term
Time
Day
Book
of the
By

EXHIBIT A
To Oil, Gas and Mineral Lease, Dated October 15, 1974,
By and Between DRB Holstein Farms, Inc. and
Public Lands Exploration, Inc.

BEING eight tracts or parcels of land situated in Brazos County, Texas, and being more particularly described as follows:

FIRST TRACT: All that certain tract or parcel of land lying and being situated in the H. R. Cartmell Survey, Abstract No. 87, in Brazos County, Texas, and being described as follows:
BEGINNING at the most easterly corner of the Joshua Seale Survey, Abstract No. 214;
THENCE S 47 W approximately 550 varas to stake for corner, which was the most northerly corner of a 300 acre tract of land conveyed to William McIntosh by deed recorded in Volume E, page 675, of the Deed Records of Brazos County, Texas, for the beginning corner of this tract;
THENCE S 45 E 350 varas to the north corner of a 134 acre tract owned by M. B. Easters;
THENCE S 45 W along the northwest boundary line of the said Easters 134 acre tract, a distance of 800 varas to the most westerly corner of said Easters 134 acre tract;
THENCE N 45 W 350 varas to the south boundary line of the Joshua Seale Survey, Abstract No. 214;
THENCE N 45 E along the said south boundary line of said Seale Survey a distance of 800 varas to the PLACE OF BEGINNING, containing 50 acres of land, more or less, and being (b) of the Partition Deed dated December 20, 1940, and recorded in Volume 103, page 525, of the Deed Records of Brazos County, Texas, and being one or two tracts of land conveyed by Mrs. Gussie Plagens to C. W. Fisher, et ux, by deed dated September 27, 1943, recorded in Volume 144, page 517, of the Deed Records of Brazos County, Texas.

SECOND TRACT: All that certain tract or parcel of land lying and being situated in the Joshua Seale Survey, Abstract No. 214, in Brazos County, Texas, and described as follows:
BEGINNING at the extreme eastern corner of said survey a stake for corner;
THENCE N 47 W with the northeast boundary line of said Seale Survey 444 varas to a stake for corner in the most easterly corner of 97-1/2 acre tract owned by W. R. Lawless;
THENCE S 47 W along the line of said Lawless 97-1/2 acre tract 783 varas to a stake for corner at the north corner of a 57-1/2 acre tract conveyed by Mrs. Marjorie Lawless to E. R. Lloyd by deed dated August 30, 1907, and recorded in Volume 46, page 607, of the Deed Records of Brazos County, Texas;
THENCE S 47 E 444 varas to a stake for corner in the northwest line of the first tract referred to above;
THENCE N 47 E along the southeast boundary line of said Seale Survey 783 varas to the PLACE OF BEGINNING, containing 60 acres of land, more or less, and being (c) of the Partition Deed dated December 20, 1940, and recorded in Volume 103, page 525, of the Deed Records of Brazos County, Texas, and being one of two tracts of land conveyed by Mrs. Gussie Plagens to C. W. Fisher, et ux, by deed dated September 27, 1943, recorded in Volume 114, page 157, Deed Records of Brazos County, Texas.

THIRD TRACT: All that certain tract or parcel of land lying and being situated in the H. R. Cartmell Survey in Brazos County, Texas, and described as follows:
BEGINNING at a point 71 varas N 45 W from the east corner of the Curd League and south corner of a 140 acre tract formerly owned by J. A. Foreman;
THENCE N 45 W 499 varas and corner on Tobias line with stake for south corner of a 40 acre tract formerly owned by W. W. Cloud;
THENCE N 45 E 575 varas to stake for corner;
THENCE S 45 E 499 varas to stake for corner, same being the south corner of Shows 6 acre tract;
THENCE S 45 W 575 varas to the PLACE OF BEGINNING, containing 50-2/3 acres of land, more or less.

FOURTH TRACT: All that certain tract or parcel of land located in the H. R. Cartmell Survey, Abstract No. 87, in Brazos County, Texas, and being about the middle of the southwest side of a 50.66 acre tract described as "First Tract" in DR 160-453; and
BEGINNING at a point in the northeast right-of-way line of a county road, from whence the southwest corner of the above-mentioned First Tract bears S 45 E 175.7 varas;
THENCE N 45° 09' E 225.2 varas, a fence corner;
THENCE N 83° 48' W 135.3 varas to a fence;
THENCE S 43° 49' W 140.6 varas to the northeast right-of-way line of said county road;
THENCE S 45° E along said right-of-way line 102.1 varas to the PLACE OF BEGINNING, containing 3.366 acres of land, more or less, according to a survey made by J. S. Harrison, Registered Public Surveyor, on April 3, 1962, being the same tract of land which was excepted in a deed from Bobbie M. Mayfield, et ux, to Fritz W. Glitsch, Jr., et ux, dated January 30, 1962, recorded in Volume 220, page 565, of the Deed Records of Brazos County, Texas.

FIFTH TRACT: All those certain tracts or parcels of land out of the I. Curd League, in Brazos County, Texas, and described in a certain deed from Julian A. Robertson, et ux, to Bob Mayfield, et ux, recorded in Volume 160, page 453, Deed Records of Brazos County, Texas, and including second and third tracts in said deed which are as follows:
a. BEGINNING on the dividing line for the Curd and Cartmell Surveys a stake for corner in the center of Bryan and Madisonville Road, same being the west corner of the J. W. Henderson tract;
THENCE N 45 E with the Henderson northwest line 385 varas and corner a rock set for south corner of S. C. Lawless tract;
THENCE N 45 W with the southeast line of Lawless and J. H. Lloyd tract, 440-1/2 varas and corner;
THENCE S 45 W 385 varas to said league line in Madisonville Road and corner;
THENCE S 45 E 440-1/2 varas with league line to the PLACE OF BEGINNING, containing 30 acres of land.
b. BEGINNING at a stake set for the east corner of the Isaah Curd League which is also the south corner of the H. R. Cartmell Survey, said corner being in the northwest line of the J. W. Stewart League;
THENCE N 45 W with the northeast line of said Isaah Curd League, 335.4 varas and corner a stake for corner;
THENCE S 45 W 890 varas and corner a stake for corner;
THENCE S 45 E 335.4 varas and corner a stake set in the west corner of said J. W. Stewart Survey;
THENCE N 45 E with the northwest line of said survey 890 varas to the PLACE OF BEGINNING, containing 52-3/8 acres of land;
SAVE AND EXCEPT a tract of 3.366 acres according to a survey made for Bob Mayfield by J. S. Harrison, Registered Surveyor, on April 3, 1962, said land located in the H. R. Cartmell Survey, Abstract No. 87, in Brazos County, Texas, and being about the middle of the southwest side of a 50.66 acre tract described as "First Tract" in DR 160-453.
BEGINNING at the point in the northeast right-of-way line of a county road from whence the southwest corner of the above-mentioned First Tract bears S 45° E 175.7 varas;
THENCE N 45° 09' E 225.2 varas a fence corner;
THENCE N 83° 48' W 135.3 varas to a fence;
THENCE S 43° 49' W 140.6 varas to the northeast right-of-way line of said county road;
THENCE S 45° E along said right-of-way line 102.1 varas to the PLACE OF BEGINNING.

SIXTH TRACT: All that certain tract or parcel of land consisting of 15.08 acres of land, more or less, situated in Brazos County, Texas, and being a part and out of the Joshua Seale Survey, Abstract No. 214, and being out of that certain 20.89 acre tract described in and conveyed by deed from James Lang to Louis Murphy dated August 10, 1935, recorded in Volume 89, page 433, of the Deed Records of Brazos County, Texas; also the 15.08 acres, more or less, hereby conveyed being all of the above-referred to 20.89 acre tract at this date owned by Louis Murphy which lies east or southeast of State Highway No. 21; and also being off the southwest end of a 120 acre tract conveyed to Walter Lawless by J. H. Lloyd and wife, described as follows, to-wit:

BEGINNING at the south corner of said 120 acre tract;
THENCE N 45 E 251-1/2 varas along the southeast line of said 120 acre tract and corner a stake set in said line;
THENCE N 45 W with the east or southeast line of said 120 acre tract 340 varas to stake for corner in the southeast boundary line of State Highway No. 21;
THENCE S 44° 58 W with said State Highway line 250.92 varas to stake for corner set in the west or southwest boundary line of the above-referenced 120 acre tract;
THENCE S 45 E 338.32 varas along said boundary line of said 120 acre tract to the PLACE OF BEGINNING, and containing 15.08 acres of land, more or less.

SEVENTH TRACT: All that certain tract or parcel of land lying and being situated in the I. Curd League in Brazos County, Texas, and being more particularly described as follows:
BEGINNING at a fence post set in the northeast right-of-way line of State Highway No. 21, which fence post is the north corner of a tract of land conveyed by Emmett Kindt, et ux, to Hawley E. West by deed dated November 28, 1950, and recorded in Volume 149, page 482, of the Deed Records of Brazos County, Texas;
THENCE N 45 E along said Highway 21 right-of-way line a distance of 1000 varas and corner a fence post for corner, said fence post being the west corner of the H. Schmidt tract of land;
THENCE S 45 E along the southwestern boundary line of said H. Schmidt tract a distance of 850 varas and corner a fence post for corner;
THENCE S 45 W along the northwestern boundary line of the Walter Kindt tract of land a distance of 1000 varas and corner, a fence post for corner;
THENCE N 45 W along the northwestern boundary line of the Hawley E. West tract of land a distance of 850 varas to PLACE OF BEGINNING; said tract of land herein conveyed containing approximately 147.94 acres of land; and being the same tract of land conveyed by the heirs of Oscar Kurten to Charles W. Fisher by two separate deeds recorded in Volume 136, page 390, Deed Records of Brazos County, Texas; and includes a one acre tract of land conveyed by the First Baptist Church of Bryan, Texas, to C. W. Fisher by deed recorded in Volume 143, page 557, Deed Records of Brazos County, Texas; and a one acre tract of land conveyed by James Lang, et al, Deacons of the Free Will Baptist Church of Kurten, Texas, to C. W. Fisher recorded in Volume 136, page 587, Deed Records of Brazos County, Texas, and being the same land conveyed by C. W. Fisher to Fritz W. Glitsch, Jr., by deed dated September 24, 1954, recorded in Volume 165, page 183, Deed Records of Brazos County, Texas.

EIGHTH TRACT: All that certain tract or parcel of land being a tract of 75.53 acres, more or less, located about 12 miles east of the City of Bryan, a part of the Joshua Seale Survey, Abstract No. 214, and the H. R. Cartmell Survey, Abstract No. 87, in said county and further described as follows:
BEGINNING at the north corner of a 65 acre tract of land heretofore conveyed to Mrs. S. E. Cloud by the heirs of W. W. Cloud, deceased, same being on the northeast line of I. Curd League;
THENCE running N 45 W with the division line of the Joshua Seale and I. Curd Surveys 1040 varas and corner, a stake;
THENCE N 45 E in the center of the Joe Seale Tap Road 568 varas and corner at the west corner of the J. M. Zimmerman homestead tract;
THENCE S 45 E with the southwest line of the Zimmerman homestead tract 663 varas and corner;
THENCE S 45 W 263 varas and corner;
THENCE S 45 E 296 varas and corner, a stake;
THENCE N 45 E 75 varas and corner, a stake;
THENCE S 45 E 145 varas and corner, at north corner of 30 acre tract heretofore conveyed by W. W. Cloud to J. H. Hearne;
THENCE S 45 W with the northwest line of said 30 acre tract 380 varas and corner in center of Bryan and Madisonville Road on the northeast line of I. Curd League;
THENCE N 45 W along the center of said road and along said I. Curd's northeast line 37 varas to the PLACE OF BEGINNING, containing 92-1/2 acres of land, more or less, 82-1/2 acres, more or less, being in the Seale Survey and 10 acres in the Cartmell Survey;

SAVE AND EXCEPT 3.65 acres sold to the State of Texas for right-of-way Highway No. 21; SAVE AND EXCEPT a 13.32 acre tract of land conveyed by C. W. Fisher, et ux, to Louis Murphy by deed dated October 31, 1944, and recorded in Volume 117, page 600, of the Deed Records of Brazos County, Texas, to which said and its record reference is here made for all purposes, thus leaving 75.53 acres of land, more or less.

SAVE AND EXCEPT the following two tracts of land:

Tract 1: All that certain tract or parcel of land lying and being situated in the J. Seale Survey, Brazos County, Texas, and being part of the 75.53 acre tract and all of the 15.08 acre tract described in the deed recorded in Volume 165, page 185, of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod set at the fence corner found marking the south corner of the beforementioned 15.08 acre tract in the northeast line of the beforementioned 75.53 acre tract;

THENCE S 43° 42' 40" E along the fence found marking the beforementioned northeast line of the 75.53 acre tract for a distance of 416.00 feet to an iron rod set for corner at the fence corner found marking an east corner of the said 75.53 acre tract;

THENCE S 46° 02' 41" W along the fence found marking a southeast line of the beforementioned 75.53 acre tract for a distance of 728.48 feet to an iron rod set for corner at the fence corner found marking an interior ell corner of the said 75.53 acre tract;

THENCE N 46° 27' 07" W along a fence for a distance of 1036.29 feet to an iron rod set for corner at a fence corner;

THENCE S 46° 53' 43" W along a fence for a distance of 156.73 feet to an iron rod set for corner at a fence corner;

THENCE N 38° 30' 34" W along a fence for a distance of 316.66 feet to an iron rod set for corner at a fence corner in the fence found marking the southeast right-of-way line of State Highway No. 21;

THENCE N 44° 26' 54" E along the beforementioned fence and southeast right-of-way line of State Highway No. 21 for a distance of 1573.45 feet to a fence corner found for corner at or near the north corner of the beforementioned 15.08 acre tract;

THENCE S 44° 59' 49" E along a fence marking the southwest right-of-way line of a road for a distance of 958.71 feet to an iron rod set for corner at a fence corner at or near the east corner of the beforementioned 15.08 acre tract;

THENCE S 44° 12' 07" W along the fence found marking the southeast line of the beforementioned 15.08 acre tract for a distance of 688.57 feet to the PLACE OF BEGINNING, containing 39.810 acres of land, more or less, as surveyed in March, 1971, by B. J. Kling, Registered Public Surveyor.

Tract 2: All that certain tract or parcel of land lying and being situated in the H. R. Cartmell Survey, Brazos County, Texas, and being the same tract of land which was excepted in the deed from Bobbie M. Mayfield to Fritz W. Glitsch, Jr., recorded in Volume 220, page 565, of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod set at the fence corner found marking the south corner of the beforementioned 3.366 acre tract said iron rod being in the fence found marking the northeast right-of-way line of the Bryan and Madisonville County Road;

THENCE N 45° 39' 32" E along the fence found marking the southeast line of the beforementioned 3.366 acre tract for a distance of 625.79 feet to an iron rod set for corner at the fence corner found marking the east corner of the said 3.366 acre tract;

THENCE N 83° 15' 22" W along the fence found marking the north line of the beforementioned 3.366 acre tract for a distance of 374.75 feet to an iron rod set for corner at the fence corner found marking the north corner of the said 3.366 acre tract;

THENCE S 44° 31' 28" W along the fence found marking the northwest line of the beforementioned 3.366 acre tract for a distance of 390.36 feet to an iron rod set for corner at the fence corner found marking the west corner of the said 3.366 acre tract, said iron rod being in the beforementioned fence found marking the northeast right-of-way line of the Bryan and Madisonville County Road;

THENCE S 44° 19' 14" E along the beforementioned fence and northeast right-of-way line of the Bryan and Madisonville County Road, same being the southwest line of the beforementioned 3.366 acre tract, for a distance of 283.86 feet to the PLACE OF BEGINNING, containing 3.366 acres of land, more or less, surveyed March, 1971, by B. J. Kling, Registered Public Surveyor.

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

POUND PRINTING & STATIONERY COMPANY
2325 FANNIN, HOUSTON, TEXAS 77002, (713) 659-3139

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 6th day of September 19 77, between Morris Lightfoot, Jr.

lessor (whether one or more), whose address is: Avionic Enterprises, Inc., Roswell, N.M. 88201, and Amalgamated Bonanza Petroleum, Ltd., lessee, WITNESSETH:

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

on Exhibit A attached hereto and incorporated herein as if fully set forth for all purposes.

FILED
136226 At 10 - O'clock A M
DEC 7 1977

Date Recorded 12-9-77 FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas

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 345.85 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 ~~XXXXXX~~ five (5) years AL gr 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 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 limitaton, 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.

~~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 Bank at, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $, 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.

HW421

(12) (14) (14) (12)

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, 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 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, 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 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.

Morris Lightfoot Jr

Morris Lightfoot, Jr.

STATE OF New Mexico
COUNTY OF Chaves

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Morris Lightfoot, Jr.

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

Given under my hand and seal of office this 30 day of November, 1977.

My Commission Expires
March 16, 1981

Notary Public in and for Chaves County, State of New Mexico

STATE OF _____
COUNTY OF _____

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 _____

STATE OF _____
COUNTY 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 _____

Producers 88 (7-69)
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.

_____ County Clerk

By _____, Deputy

When recorded return to

Pound Printing & Stationery Co., Houston, Tex

Vol 29 Page 127

EXHIBIT "A"

OIL, GAS AND MINERAL LEASE
BETWEEN MORRIS LIGHTFOOT, JR., LESSOR AND
AMALGAMATED BONANZA PETROLEUM, LTD., LESSEE

(12+14)

1. 1/16 mineral interest acquired by Jewel P. Lightfoot from Frank Matejka and wife, Jullie Matejka, by mineral deed dated May 9, 1933, recorded in Volume 84, Page 30, of the Deed Records of Brazos County, Texas, and covering the following described land located in Brazos County, Texas:

88.85 acres, more or less, lying and being situated in the H. R. Cartmell Survey, Abstract No. 87, in the J. Seale Survey, Abstract No. 214.

BEGINNING at the North corner of a 65 acre tract of land heretofore conveyed to Mrs. S. E. Cloud by the heirs of W. W. Cloud, deceased, same being on the northeast line of the I. Curd League.

THENCE running North 45 West with the division line of the Joshua Seale and I. Curd Surveys 1040 varas and corner a stake;

THENCE North 45 East in the center of the Joe Seale tap road 568 varas and corner at the West corner of the J. M. Zimmerman homestead tract;

THENCE South 45 East with the Southwest line of the Zimmerman homestead tract 663 varas and corner;

THENCE South 45 West 263 varas and corner;

THENCE South 45 East 296 varas and corner a stake;

THENCE North 45 East 75 varas and corner a stake;

THENCE South 45 East 145 varas and corner at the North corner of a 30 acre tract heretofore conveyed by W. W. Cloud to J. H. Hearne;

THENCE South 45 West with the Northwest line of said 30 acre tract 380 varas and corner in center of Bryan and Madisonville Road on Northeast line of I. Curd League;

THENCE North 45 West along the center of said road and along I. Curd Northeast line 37 varas to the PLACE OF BEGINNING;

Containing 92.5 acres of land, more or less, 82.5 acres more or less which is in the Joshua Seale Survey and 10 acres more or less in the H. R. Cartmell Survey.

SAVE AND EXCEPT from this tract 3.65 acres of land more or less conveyed by Frank Matejka to the State of Texas for right-of-way purposes by Deed dated October 16, 1930, and recorded in Volume 78, Page 348, of the Brazos County Deed Records to which reference is here made for all purposes, leaving the net acreage in this tract to be 88.85 acres, more or less.

2. 1/16 mineral interest conveyed by John A. Manthei and wife, Ida Manthei, to Jewel P. Lightfoot by mineral deed dated May 17, 1933, and recorded in Volume 84, Page 63, of the Deed Records of Brazos County, Texas, and covering the following described lands located in Brazos County, Texas:

117 acres, more or less, out of the Frances Henderson League, Abstract No. 20, described as follows:

FIRST TRACT:

33-921/1128 acres beginning at the original East corner of said League;

THENCE South 45 West 552 varas with the League line and corner;

THENCE North 45 West 362-1/2 varas and corner;

THENCE North 45 East 552 varas to League line and corner;

THENCE South 45 East 362-1/2 varas with the League line and corner, the PLACE OF BEGINNING.

SECOND TRACT:

BEGINNING at a stake in the Southeast boundary line of said League, set for the South corner of a 177 acre tract of land;

THENCE North 45 West 362-1/2 varas and corner;

THENCE North 45 East 678 varas and corner;

THENCE South 45 East 362-1/2 varas and corner in the League line;

THENCE South 45 West 678 varas with the League line to the PLACE OF BEGINNING.

THIRD TRACT:

Containing 40 acres, beginning on the Southwest corner of a 100 acre tract of land sold to John Neeley;

THENCE South 45 West 418 varas and corner;

THENCE North 45 West 540 varas and corner;

THENCE North 45 East 418 varas and corner;

THENCE South 45 East 540 varas to the PLACE OF BEGINNING.

3. 1/16 mineral interest conveyed by Ernest Manthei and wife, Elsie Manthei, to Jewel P. Lightfoot by mineral deed dated May 17, 1933, recorded in Volume 84, Page 62, of the Deed Records of Brazos County, Texas, and covering the following described lands located in Brazos County, Texas:

75 acres, more or less, out of the Isaiah Curd League, and described as follows:

BEGINNING at a stake set in a gulley at a point where the Northwest line of said League crosses said gulley and 320 varas North 45 East from the most Easterly corner of Dr. John S. Edges' homestead tract (formerly owned by Dr. Collins);

THENCE South 45 East 370 varas and corner a stake;

THENCE North 45 West 1070 varas and corner a stake in mid-channel of the aforesaid gulley;

THENCE up said gulley with its meanders to the PLACE OF BEGINNING;

CONTAINING 75 acres of land more or less, the same being the said tract of land conveyed to J. C. Holmes by H. Kurten on the 22nd day of November, 1883, and recorded in the Deed Records of Brazos County, Texas, Volume 9, Pages 30-32, to which record reference is hereby made for a more particular description and for all other purposes.

4. 1/16 mineral interest conveyed by John T. Cloud and wife, Mae Cloud, to Jewel P. Lightfoot by mineral deed dated May 9, 1933, and recorded in Volume 84, Page 42, of the Deed Records of Brazos County, Texas, and covering the following described land located in Brazos County, Texas:

A part of the tract of land out of the I. Curd League, Abstract No. 11, and described as follows:

BEGINNING on the Northeast line of said I. Curd League at the North corner of 105 acre tract owned by M. B. Easters on or about August 30, 1907;

THENCE run North 47 West 409 varas and corner a rock from which a P.O. 12 inches in diameter bears South 46-1/2 West 8 varas;

THENCE South 46-1/2 West 860 varas and corner in the Northeast line of a tract owned by A. Gerke from which a B.J. 6 inches in diameter bears East 3 varas and a B.J. 8 inches in diameter bears North 25 West 10 varas;

THENCE South 45 East 412 varas and corner with the West corner of said M.D. Easters' 105 acre tract;

THENCE North 45 East 875 varas with said Easters line to the PLACE OF BEGINNING;

CONTAINING 65 acres of land, more or less, and more fully described in the Deed from James Tobias and wife, Fanny Tobias, to John T. Cloud dated August 6, 1915, and recorded in Volume 44, Page 132, of the Deed Records of Brazos County, Texas, to which record reference is hereby made in aid of description.

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OIL, GAS AND MINERAL LEASE

DATE RECORDED 1-28-75

THIS AGREEMENT made this 26th day of August 1974, between H. K. Odom, Jr. and his wife Linda Odom

FILED FOR RECORD
DATE 1-23-75
AT 11 O'CLOCK A.M.
FRANK BORISKIE
BRAZOS COUNTY, TEXAS
BY Flora F. Sheppard

96210

Lessor (whether one or more) whose address is 2316 Kent, Bryan, Texas and Public Lands Exploration, Inc., 2995 L.B.J. Frwy., Dallas, Texas Lessee, WITNESSETH:

1. Lessor in consideration of Five and no/100 (& other good and valuable consideration) Dollars ($5.00 (OG&VC)), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all ~~other minerals~~, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Brazos County, Texas, to-wit:

JBB

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485.05 acres of land, more or less in Brazos County, Texas and described in 7 tracts with metes and bounds, to-wit:

FIRST TRACT: All that certain tract or parcel of land lying and being situated in the I. Curd League, Abst. No. 11 in Brazos County, Texas, and described as follows:

BEGINNING at the N corner of 65 acres of land described in deed to Mrs. S.E. Cloud by the heirs of W.W. Cloud, dec'd. and being in the NE line of the I. Curd League;
THENCE S 45 W 870 vrs. and corner a rock in the NE line of the Gerke tract;
THENCE N 45 W 897 vrs. and corner in the division line of the I. Curd League in center of the Joe Seale Tap road;
THENCE N 45 E along said division line 870 vrs. and corner on the SW line of the Joshua Seale Survey which is also the NE line of the said I. Curd League;
THENCE S 45 E 897 vrs. to the PLACE OF BEGINNING, and containing 130 acres of land, more or less;

SAVE AND EXCEPT that 4.38 acre strip of land along the NW side of the tract described in deed to the State of Texas for Right-of-way for Highway 21 by Henry Klintworth by deed dated September 6, 1930, and recorded in Volume 78, page 308, Deed Records of Brazos County, Texas;

LEAVING 133.62 acres, more or less, hereby described, and being the "First Tract" of land described in deed to Henry K. Odom by C.E. Dillon by Deed dated April 22, 1961, recorded in Volume 210, page 644, Deed Records of Brazos County, Texas.

SECOND TRACT: All that certain tract or parcel of land in the I. Curd League, Abst. No. 11 Brazos County, Texas, being 60 acres off the NE end of a 160 acre tract, and being described as follows:

BEGINNING at the SW corner of a survey made for Henry Kurten to J.M. Hardy;
THENCE S 45 W 424 vrs. and corner;
THENCE S 45 E 800 vrs. to a stake on the division line of the I. Curd League;
THENCE N 45 E with said division line 424 vrs. to a stake from which a B.J. 5" in diameter marked with an "X" brs. S 69 W 24 vrs. which point also serves as the SW corner of J.M. Hoods;
THENCE N 45 W 800 vrs. to the PLACE OF BEGINNING and containing 60 acres of land, more or less; And being the "Second Tract" of land described in Deed to Henry K. Odom by C.E. Dillon by Deed dated April 22, 1961, recorded in Volume 210, page 644, Deed Records of Brazos County, Texas.

THIRD TRACT: All that certain tract or parcel of land in the I. Curd League, Abst. No. 11 Brazos County, Texas, being the SW half of the 50 acre tract deeded to J.M. Hood by H. Kurten and to Mathis Hammond by J.M. Hood and being described as follows:

BEGINNING at the S corner of the said 50 acre tract on the division line of the I. Curd League, said corner also being the E corner of the last above described 60 acre tract;
THENCE N 45 W 800 vrs. and corner;
THENCE N 45 E 177 vrs. and corner;
THENCE S 45 E 800 vrs. and corner;
THENCE S 45 W 177 vrs. along the division line of the I. Curd League to the PLACE OF BEGINNING, containing 25 acres of land, more or less, and being the "Third Tract" described in deed to Henry K. Odom by C.E. Dillon by Deed dated April 22, 1961, recorded in Volume 210, page 644, Deed Records of Brazos County, Texas.

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FOURTH TRACT: Out of I. Curd League, Abst. No. 11 and described as follows:

BEGINNING at the NE corner of the division line of said I. Curd League;
THENCE N 45 W 800 vrs. to a stake for corner;
THENCE S 45 W 177 vrs. to stake for corner;
THENCE S 45 E 800 vrs. to division line of said I. Curd League;
THENCE N 45 E along division line to the PLACE OF BEGINNING, containing 25 acres of land, more or less:

SAVE AND EXCEPT .20 acre of land described in deed by W.H. Buchanan to the State of Texas for Highway Right-of-way purpose, such deed being dated October 8, 1930 and of record in Volume 78, page 287, of the Deed Records of Brazos County, Texas, and
LEAVING 24.80 acres of land, more or less, in this tract. And being one of the tracts described in Deed to Henry K. Odom by W.H. Buchanan, et ux dated February 6, 1947, recorded in Volume 128, page 529, Deed Records of Brazos County, Texas.

FIFTH TRACT: Being out of the Joshua Seale Survey, Abst. No. 214, and described as:

BEGINNING at the Post Oak 8" in dia. in the NE line of Survey No. 18, made for I. Curd, 850 vrs. from the N corner from which a P.O. 10" in dia. brs. N 11 W 2 vrs;
THENCE N 45 E 1305-2/3 vrs. and corner;
THENCE S 45 E 950 vrs. and corner;
THENCE S 45 W 1305-2/3 vrs. and corner;
THENCE N 45 W to the E line of Survey No. 18 made for I. Curd, the PLACE OF BEGINNING, containing 222½ acres of land, more or less. And being one of the tracts described in Deed to Henry K. Odom by W.H. Buchanan, et ux, dated February 6, 1947, recorded in Volume 128, page 529, Deed Records of Brazos County, Texas.

SIXTH TRACT: Being out of the J. Seale Survey, Abst. 214, and being a part of a 20.89 acre tract described in Deed to Louis Murphy by James Lang by a deed dated August 10, 1935, and recorded in Volume 89, page 433, of the Deed Records of Brazos County, Texas, and being all that portion of said 20.89 acres lying to the N or NW of State Highway No. 21; and

BEGINNING at the W corner of said 20.89 acres, which point is also the W corner of the old J.M. Zimmerman homestead tract;
THENCE S 45 E with the SW line of said 20.89 acres, run 130.68 vrs. to a stake in the NW line of said State Highway;
THENCE N 44-58 E with said Highway line, 251½ vrs. to a stake corner at the intersection of said Highway line with the E line of said 20.89 acres;
THENCE N 45 W with line of said 20.89 acres, run 129 vrs. and corner;
THENCE S 45 W with the NW line of said 20.89 acres, run 251½ vrs. to the PLACE OF BEGINNING, containing 5.81 acres of land, more or less. And being one of the tracts described in Deed to Henry K. Odom by Hy Restmeyer, et al dated April 3, 1950, recorded in Volume 143, page 447, Deed Records of Brazos County, Texas.

Sanctity of Contract

SEVENTH TRACT: Being out of the J. Seale Survey, Abst. 214, and being a part of a tract of 88.85 acres described in deed by Federal Farm Mortgage Corporation to C.W. Fischer by deed dated March 22, 1941, and recorded in Volume 108, page 195, Deed Records of Brazos County, Texas, and the portion hereby deeded being described as follows:

BEGINNING at a stake set in the E or NE line of the I. Curd League at the W corner of the above referred to C.W. Fisher 88.85 acre tract, which point is located N 45 W 1843 vrs. from the N corner of a 65 acre tract heretofore described in deed to Mrs. S.E. Cloud by the heirs of W.W. Cloud;
THENCE N 45 E in the center of Joe Seale Tap road, 568 vrs. and corner at the W corner of the J.M. Zimmerman homestead tract;
THENCE S 45 E with the SW line of the Zimmerman homestead tract 130.68 vrs. and corner at a stake set in the NW line of State Highway No. 21;
THENCE S 44-58 W with said State Highway line 572.4 vrs. to stake in the division line between the Joshua Seale and the I. Curd Surveys, and on the N.W. boundary line of said State Highway;
THENCE N 45 W with said Surveys' division line 133.06 vrs. to the PLACE OF BEGINNING, and containing 13.32 acres of land, more or less, and being one of the tracts described in Deed to Henry K. Odom by Hy Restmeyer, et al by deed dated April 3, 1950, recorded in Volume 143, page 447, Deed Records of Brazos County, Texas.

This lease excludes lignite coal and coal.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise ~~465.83~~ 486 acres, whether it actually comprises more or less.

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

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; while there is a gas or gas/condensate well on this lease, or on acreage pooled therewith, during or after the expiration of the primary term, but gas is not being sold or used, Lessee may pay or tender as royalty, by check or draft of Lessee, to the owner of such royalty, or to their credit in the depository bank named in the lease, on or before ninety days after the date on which said well is shut in and annually thereafter, a sum equal to the amount of annual rental payable in lieu of drilling operations during the primary term of this lease on the number of acres subject to this lease at the time such payment is made, and if such payment is made it will be considered that gas is being produced within the meaning of Paragarph 2 hereof; and (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur mined and marketed the royalty shall be fifty cents (50c) per long ton. Lessee shall have free use of oil, gas, coal, and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease, or any portion thereof as to oil and gas, or either of them, with other land, lease or leases in the immediate vicinity thereof to the extent, hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of 10% thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease, or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit. Lessee may at its election exercise its pooling option after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. Operations for drilling on or production of oil or gas from any part of the pooled unit composed in whole or in part of the land covered by this lease regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease, and the entire acreage constituting such unit or units, as to oil and gas or either of them as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them, shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis—that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit.

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in The City National Bank at Bryan, Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of Twenty four hundred thirty Dollars ($ 2430.00), (herein called rentals) which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. If prior to discovery of oil, gas or other mineral on said land or on acreage pooled therewith Lessee should drill a dry hole or holes thereon, or if after discovery of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of sixty days from date of completion of dry hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon

or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in or on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

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

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

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

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately. Failure of Lessee to reduce such rental paid hereunder shall not impair the right of Lessee to reduce royalties.

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

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

WITNESS:

H. K. Odom Jr.

Linda J. Odom

Lessor.

Public Lands Exp. Fat.

Lessee.

By Sam B. Boston pres.

Agent.

THE STATE OF TEXAS

County of Brazos

Before me, the undersigned authority, on this day personally appeared H. K. Odom Jr and wife Linda J. Odom known to me to be the identical person whose name are/is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 26 th day of August A. D., 1974

Maudie A. Odom

Notary Public in and for Brazos County, Texas

THE STATE OF TEXAS

County of Brazos

Before me, the undersigned authority, on this day personally appeared H. K. Odom Jr and wife Linda J. Odom, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said , wife of having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said , acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this the 26 th day of August A. D., 1974

Maudie A Odom

Notary Public in and for Brazos County, Texas

Producers 88 Revised 8-61

TEXAS STANDARD FORM

No.

Oil, Gas and Mineral Lease

FROM

TO

Dated , 19

No. Acres

Term County, Texas

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

County Clerk.

By County, Texas, Deputy

When recorded return to

535

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

VOL 27 PAGE 494

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 26th day of August 19 77, between Frank Boriskie, County Clerk of Brazos County, Texas as Receiver for the Unknown Stockholders of Marley Production Company; a defunct Texas Corporation

lessor (whether one or more), whose address is: Brazos County Courthouse, Bryan, Texas

and Amalgamated Bonanza Petroleum, Ltd., lessee, WITNESSETH:

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

218.62 acres of land, more or less, in the Isiah Curd League and being the same land described in that certain mineral deed dated May 8, 1933 from H. Klintworth and wife, Anna Klintworth, to Marley Production Company which deed is recorded in Volume 84, Page 31 of the Deed Records of Brazos County, Texas and which land is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

130990
FILED
At 1:50 O'clock P M
AUG 26 1977
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By Nellie Mont Deputy

Late Recorded 8-30-77

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 218.62 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 ~~ten (10)~~ five (5) 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 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 limitaton, 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 ..... Bank at ....., or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $..... , 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.

(13) (Note: This went back to Odom)

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.

Frank Boriskie

Frank Boriskie, County Clerk of Brazos County, Texas, as Receiver for the Unknown Stockholders of Marley Production Company, a defunct Texas Corporation

STATE OF TEXAS

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF Brazos

Before me, the undersigned authority, on this day personally appeared Frank Boriskie, County Clerk of Brazos County, TEXAS as Receiver for Unknown Stockholders of Marley Production Company, a defunct Texas Corporation known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26th day of August, 1977

My Commission Expires 6-30-78

Helen B. Arthur

Notary Public in and for Brazos County, State of TEXAS

STATE OF _____

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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 _____

STATE OF _____

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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 _____

Producers 88 (7-69) 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.

_____ County Clerk

By _____ Deputy

When recorded return to

Pound Printing & Stationery Co., Houston

VOL 27 PAGE 495

EXHIBIT A

218.62 acres of land, more or less, out of the I. Curd League, Abst. No. 11, Brazos County, Texas, described as follows, to-wit:

FIRST TRACT: Being 138 acres of land and beginning at N cor of 65 acre tract heretofore conveyed to Mrs. S. E. Cloud by heirs of W. W. Cloud, same being on N E line of I. Curd League; Thence S 45 W 870 varas and cor rock in N E line of the A. Gerke tract; Thence N 45 W 897 vrs and cor on division line of the said I. Curd league in center of the Joe Seale tap road; Thence N 45 E along said division line 870 vrs and cor on S W line of the Joshua Seale Survey which is also on N E line of the I. Curd league; Thence S 45 E 897 vrs to the Place of Beginning, containing 138 acres of land, more or less.

SECOND TRACT: Being 60 acres, more or less, out of the N E end of the following described 160 acres in said league, BEGINNING at S W cor of survey made by H. Kurten to J. M. Hardy; Thence S 45 W 1131 vrs to stk from which P O 30 in. in dia. mkd with a X brs N 60 E 134 vrs; Thence S 45 E 800 vrs to stk on division line of the Curd league from which a P O 12 in. in dia. mkd X with a cross brs S 45 W 1 vara; Thence N 45 E with said division line 1131 vrs to stk from which a B J 5 in. in dia. mkd. with a cross brs S 69 W 24 vrs; which also serves from S W cor of J. M. Hoods; Thence N 45 W 800 vrs with said Hoods line to the Place of Beginning; containing 160 acres;

Also 25 acres of land out of the S W 1/2 of the 50 acres, more or less, in said league deeded to J. M. Hood by J. Kurten, and to Mathis Hammond by J. M. Hood, which 50 acres Begins at N E cor of division line of Curd league; Thence N 45 W 800 vrs to stk from which P O 20 in. in dia. mkd X cross brs N 10 E 5 vrs; Thence S 45 W 354 vrs to stk from which a P O 24 in. in dia. mkd with a cross X brs W 44 N 7 vrs; Thence S 45 E 800 vrs to division line to a stk from which a B. J. 5 in. in dia. mkd with a cross X brs S 69 W 24 vrs; Thence N 45 E 354 vrs to the place of Beginning, hereby conveying 25 acres of land in above 50 acre tract; and said 25 acres joins the 60 acres above described.

SAVE AND EXCEPT out of said tracts 4.38 acres, more or less, conveyed by H. Klintworth to the State of Texas, for right of way purposes, by deed dated September 6, 1930, and recorded in Volume 78, page 308, of the Brazos County Deed Records. Leaving 218.62 acres of land, more or less, in above tracts.

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 26th day of August 19 74, between James Lang and his wife, Pearl L. Lang

Lessor (whether one or more) whose address is Kurten, Texas and Public Lands Exploration, Inc., 2995 L.B.J. Frwy, Dallas, Texas Lessee, WITNESSETH:

1. Lessor in consideration of Five and no/100 (& other good and valuable consideration) Dollars ($ 5.00 (OG&VC)), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all ~~other minerals~~, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Brazos County, Texas, to-wit: JBB

Being 440.00 acres of land, more or less, and being located in the I. Curd Survey A-11, Brazos County, Texas and being the same land described in that certain Deed dated January 21, 1906, from Henry Kurten, Sr. and wife to Henry Kurten, Jr. and recorded in Vol. 26, Page 342 of the Deed Records of Brazos Co., Texas.

DATE RECORDED 1-28-75
FILED
At 11 o'clock A M
96209
JAN 23 1975
FRANK BOROSKIE
County Clerk, Brazos County, Texas
By

This lease excludes lignite coal and coal.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 440.00 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~ten~~ 5 years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; while there is a gas or gas/condensate well on this lease, or on acreage pooled therewith, during or after the expiration of the primary term, but gas is not being sold or used, Lessee may pay or tender as royalty, by check or draft of Lessee, to the owner of such royalty, or to their credit in the depository bank named in the lease, on or before ninety days after the date on which said well is shut in and annually thereafter, a sum equal to the amount of annual rental payable in lieu of drilling operations during the primary term of this lease on the number of acres subject to this lease at the time such payment is made, and if such payment is made it will be considered that gas is being produced within the meaning of Paragarph 2 hereof; and (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur mined and marketed the royalty shall be fifty cents (50c) per long ton. Lessee shall have free use of oil, gas, coal, and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease, or any portion thereof as to oil and gas, or either of them, with other land, lease or leases in the immediate vicinity thereof to the extent, hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of 10% thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease, or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit. Lessee may at its election exercise its pooling option after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. Operations for drilling on or production of oil or gas from any part of the pooled unit composed in whole or in part of the land covered by this lease regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease, and the entire acreage constituting such unit or units, as to oil and gas or either of them as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them, shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis—that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit.

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in City Natl. Bank Bank at Bryan, Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of Twenty two hundred Dollars ($ 2200.00), (herein called rentals) which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. If prior to discovery of oil, gas or other mineral on said land or on acreage pooled therewith Lessee should drill a dry hole or holes thereon, or if after discovery of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of sixty days from date of completion of dry hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon

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or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in or on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

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

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

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

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately. Failure of Lessee to reduce such rental paid hereunder shall not impair the right of Lessee to reduce royalties.

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

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

WITNESS:

James Lang

Pearl L Lang

Lessor.

Public Lands Exp. Inc.

Lessee.

By Don B. Boston pres.

Agent.

THE STATE OF TEXAS }
County of }

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

known to me to be the identical person whose name are/is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the day of A. D., 19

Notary Public in and for County, Texas

THE STATE OF TEXAS }
County of Brazos }

Before me, the undersigned authority, on this day personally appeared James Lang and wife Pearl L Lang, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said , wife of having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said , acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this the 26th day of August A. D., 1976

Maudie A. Adam

Notary Public in and for Brazos County, Texas

Producers 88 (Revised 1-61)
TEXAS STANDARD FORM

No.

Oil, Gas and Mineral Lease

FROM

TO

Dated , 19

No. Acres

County, Texas

Term

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

County Clerk.

County, Texas

By , Deputy

When recorded return to

2, 5

342 26-3945

WARRANTY DEED

THE STATE OF TEXAS, } Know All Men by These Presents:
County of Brazos

THAT We Henry Kurten and Augusta Kurten husband and wife

of the County of Brazos and State of Texas, aforesaid, for and in consideration of the sum of One DOLLARS, to us ~~in hand~~ paid by Henry Kurten Jr as follows

has GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said Henry Kurten Jr of the County of Brazos and State of Texas, all that certain tract of land in Brazos County Texas in the R. W. Poe the J. Curd league, Metes and bounds as follows to wit Beginning at a stk set in the dividing line of said Curd league, for the East cor. of 10 acre tract deeded to Mrs Johnnie Hoppe in the R. W. Poe of the Curd league, thence sur. N. 45 W. with N. E. line of Oscar Kurten's 203 acre tract in said R. W. Poe league. Thence N. 45 W. 1945 vrs to the North cor of Oscar Kurten 203 acre tract on the N. W. line of said league. Thence N. 45 E. 1611 vrs to the North cor of said Curd league. Thence S. 45 E. with N. E. line of said league 1145 vrs to the North cor of 110 acre tract in R. W. Poe of said Curd league. Thence S. 45 W. 785 vrs to West cor of said 110 acre tract. Thence S. 45 E. 800 vrs to dividing line of said league. Thence S. 45 W. 826 vrs to place of beginning containing 448 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 Henry Kurten Jr, his heirs and assigns, forever; and We do hereby bind ourselves, heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Henry Kurten Jr, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands, at Kurten, this 11th day of January A.D. 1906

Signed and delivered in presence of

Henry Kurten
Augusta Kurten

THE STATE OF TEXAS, } BEFORE ME, Aug Pringel, a Notary Public
County of Brazos
in and for Brazos County, Texas, on this day personally appeared Henry Kurten known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE This 11th day of January A.D. 1906

Aug Pringel Notary Public in & for Brazos County, Texas.

THE STATE OF TEXAS, } BEFORE ME, Aug Pringel, a Notary Public in and for
County of Brazos Brazos County Texas, on this day personally appeared Mrs Augusta Kurten wife of Henry Kurten known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me, privily and apart from her husband, and having the same by me fully explained to her, she, the said Mrs Augusta Kurten acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE This 11th day of January A.D. 1906

Aug Pringel Notary Public in and for Brazos County Tex

THE STATE OF TEXAS, } I, W. C. Boyett, Clerk of the County Court of said County, do hereby
County of Brazos. certify that the above instrument of writing, dated on the 11 day of Jan A.D. 1906, with its Certificate of Authentication, was filed for record in my office this 24 day of Jan A.D. 1906, at 1 o'clock P.M., and duly recorded the 30 day of Jan A.D. 1906, at 9 o'clock A.M.

WITNESS MY HAND And the seal of the County Court of said County, at office in Bryan, the day and year last above written.

By C. E. Boyett Deputy, W. C. Boyett
Clerk County Court, Brazos County, Texas.

OIL, GAS AND HYDROCARBONS LEASE

THIS AGREEMENT, made this 24th day of November, 19 76, between TEXAS OSAGE ROYALTY POOL, INC., acting by and through its duly authorized President, Lessor, the address of which is 704 Milam Building, San Antonio, Texas 78205 U.S.A., and AMALGAMATED BONANZA PETROLEUM LTD., hereinafter referred to as Lessee, whose mailing address is #1800, 444 - 5th Avenue S.W., Calgary, Alberta T2P 2T8 Canada;

WITNESSETH:

1. For and in consideration of Three Thousand NO/100 Dollars($3,000.00) in hand paid, of the rents and royalties herein provided, and the agreements of Lessee herein contained, Lessor hereby GRANTS, LEASES AND LETS exclusively unto Lessee for the purposes of investigating, exploring, drilling for and producing oil and gas only (for the purposes of this lease, references to "oil and gas" shall include oil, gas, casinghead gas and the by-products thereof, and such other hydrocarbon substances and sulphur as are produced with, incidental to and as a part of the production of oil or gas), laying pipe lines, building tanks, roads, power stations, telephone lines and other structures thereon to produce, save, transport, own and dispose of said products, the following described lands in Brazos County, Texas, to-wit:

As to an undivided three-eighths (3/8ths) interest more particularly described in Mineral Deed from James Lang et ux to Trustees of Texas Osage Co-operative Royalty Pool et al as same appears in Volume 76, Page 133, Deed Records, Brazos County, Texas. "This tract to cover said lands being described therein as 320 acres of land out of the North west part of a tract of 440 acres out of and part of the I. Curd League in Brazos Co. Texas, now owned by James Lang and purchased from the City National Bank of Bryan, Texas on Dec. 22, 1926, and recorded in Deed Records of Brazos Co. Texas, Volume 69, page 502, on 26 day of July, 1927"

120976

FILED
At 3.50 O'clock P M
FEB 3 1977
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By [illegible] Deputy

DATE RECORDED 2-8-77

For the purpose of determining any bonus, delay rental, or other payment provided for herein, the described land shall be deemed to comprise one hundred twenty acres, whether it actually comprises more or less.

2. TERM: Subject to the other provisions herein contained, this lease shall be for a term of three years (3) from the date of execution of this lease (called "primary term") and as long thereafter as oil, gas or other hydrocarbons are produced from said lands in paying quantities or operations for the discovery, development and production of oil, gas or other hydrocarbons are being continuously conducted on said lands in accordance with all of the terms, conditions and provisions of this lease.

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3. ROYALTIES: The royalties to be paid by Lessee are:

(a) On oil: One-Sixth (1/6th) of all oil and other liquid hydrocarbons produced and saved from said land, to be delivered at Lessor's option into joint storage available on lease, the same to be furnished by Lessee free of risk, charge and expense to Lessor, or to the credit of Lessor into the pipe line or storage to which wells may be connected. In the event Lessor fails to make an election, Lessee shall run Lessor's oil to storage on the lease so long as available; thereafter until notified by Lessor, Lessee shall run Lessor's oil to pipe line or dispose of the same along with Lessee's oil. Lessor shall have the right from time to time throughout the existence of this lease, by giving Lessee ninety (90) days' written notice, to tender to Lessee royalty oil from the premises at the highest posted price in the field for oil of like grade, gravity and quality on the dates of delivery thereof. Lessee agrees to purchase the same at such price. In the event Lessor elects to tender its oil to Lessee, Lessor shall not withdraw said oil from Lessee without first notifying Lessee in writing ninety (90) days prior to the effective date of such withdrawal.

(b) (1) On gas, including casinghead gas or other gaseous substances produced from said land and sold in good faith arms length transactions by Lessee to bona fide third parties, who are neither associates, affiliates or subsidiaries of Lessee, One-Sixth (1/6th) of the sales price at the well, to be computed with respect to character, quality and quantity at the same time or stage of operations and by the same methods or formulae as used by Lessee in sales to such third parties. "Sales price" as used herein is defined as being all monies and other things of value of every kind and character received by Lessee or to which Lessee is entitled under such sales contract or arrangement entered into through good faith negotiations for gas produced from the lands covered by this lease at the place where such gas is available for sale on the date of the sales contract or arrangement.

(b) (2) One-Sixth (1/6th) of the market value at the well of gas, including casinghead gas or other gaseous substances produced from said land and used by Lessee either on or off the premises (except for development purposes as provided in subparagraph (c) (1) of this paragraph 3) or sold by Lessee to associates, affiliates or subsidiaries of Lessee, or used by Lessee or Lessee's associates, affiliates or subsidiaries in the manufacture of gasoline or other products, or One-Sixth (1/6th) of the market value of the product produced therefrom, whichever is more favorable to Lessor. It is expressly understood and agreed: (A) in either of said events the royalty to be paid hereunder shall be computed with respect to character, quality and quantity of the gas at the time of production (1) by the method or formula most favorable to Lessor as is being used on the date of payment by the oil and gas industry in the Texas ~~and Louisiana Gulf Coastal~~ Railroad Commission District #3 area, or (2) by such method or formula as is being used by Lessee in bona fide sales to third parties not associates, affiliates or subsidiaries of Lessee, whichever method or formula is most favorable to Lessor, and (B) in no event shall the market value of the gas, casinghead gas, or other gaseous substances produced from the land covered by this lease be deemed to be less than the price at which said products are sold by Lessee.

(b) (3) Such gas, casinghead gas, residue gas or gas of any other nature or description whatsoever, as may be disposed of for no consideration to Lessee, through unavoidable waste or leakage, or which is returned to the ground, or which is used to recover oil or other liquid hydrocarbons, shall not be deemed to have been sold or used, within the meaning, express or implied, of any part of this lease; Lessee agrees to exercise reasonable diligence to prevent all such waste and leakage and to assume and pay any tax or other charge levied against such gas, or the privilege of wasting or disposing of the same as herein provided.

(b) (4) On sulphur, the royalty shall be two dollars ($2.00) per long ton. Where gas from a well producing gas only is not sold or used because of lack of a suitable market, Lessee may pay as royalty an amount per year equal to five dollars ($5.00) for each lease acre subject to lease at the time such well was shut in or the delay rental as herein provided for or $600.00 per well per year, whichever is greater, on or before ninety (90) days from the date such well is shut-in, and thereafter annually on or before the anniversary date of such first shut-in gas royalty payment and while such payment is made it will be considered that gas is being produced within the meaning of Paragraph 2 hereof; provided, however, that this lease may be maintained in force by the payment of shut-in gas royalty for a period not exceeding two years after the expiration of the primary term, and then only if the shut-in gas well or wells are capable of producing gas in paying quantities. In the event, however, a suitable market for gas produced from this lease having been established shall thereafter cease and no other suitable market is then available for such gas by reason of which the well or wells producing such gas should be shut-in, Lessee may commence or resume the payment of shut-in gas royalty within the time and in the manner above provided at any time within or after the primary term, provided this lease may not be kept in force by payment of shut-in gas royalty only for any such period in excess of two consecutive years, or for shorter periods at various intervals not to exceed in the aggregate two years in all. The term "gas only" as used in this shut-in gas provision means and includes both gaseous and liquid hydrocarbons produced or producible from a well classifed as a gas well by the Railroad Commission of Texas or other governmental body having authority to classify such wells. It is understood and agreed that during any year that this lease is maintained in force solely by reason of this shut-in gas well provision, then in that event the minimum royalty provision contained in Paragraph 20 hereof shall not apply and the minimum royalty deficiency payments provided for therein need not be made for the producing year as defined in Paragraph 20 in which such gas well(s) are shut in.

It is expressly understood and agreed that said shut-in royalty shall not relieve Lessee of its obligations to maintain drilling operations as provided in this lease, and thereafter diligently to develop said lands and to continue the production of oil and other hydrocarbons therefrom in paying quantities, as herein provided.

(c) (1) Lessee shall not have free use of Lessor's oil or gas or other hydrocarbons for any operations hereunder except as provided in this Paragraph 3, subparagraph (b), subdivision (3) hereof provided, however, that should Lessee utilize any portion of its working interest in oil or gas for conducting operations under this lease, Lessor agrees to furnish without risk, charge, or liability, but at Lessee's sole risk and expense of delivery and use, Lessor's pro rata part of oil or gas or other hydrocarbons for such operations.

(d) (1) In no event shall Lessor or Lessor's royalty be charged any portion of Lessee's investment in or the cost of construction of, or the cost of maintenance of, or expense (including rents and royalties) of operating any plant, machinery, appliance, implement, or process, constructed, used or otherwise employed by Lessee in the production and/or separation and/or treatment of the oil or gas and/or in the manufacture of any products which may be produced therefrom.

(d) (2) Except as herein otherwise provided, Lessor's royalty shall never bear, either directly or indirectly, any costs whatsoever, except its attributable share of production taxes.

All royalties that may become due hereunder shall be paid to Lessor by mailing checks to Lessor promptly after the sale of such production and not later than the tenth (10th) day of the second month following the month or sale or use thereof. Lessor shall have the right at all reasonable times, by its agents, to inspect the books, accounts, contracts, records and data of Lessee pertaining to the development, production, saving, transportation, sale and marketing of the oil and/or gas from the leased premises.

If production is obtained by Lessee hereunder, Lessee agrees, at his sole cost and expense, to care for, preserve, compress, dehydrate and transport Lessor's part of such production from the reservoir to the pipeline provided by the purchasers thereof ("point of sale") in the same manner as Lessee cares for, preserves, compresses, dehydrates, and transports his part of such production, at all times utilizing and following the best practices as recognized in the industry for all of such purposes; and if Lessee is the purchaser of such production, Lessee will furnish Lessor a monthly statement reflecting the delivery of all of such production and the price for which Lessee's portion thereof was sold.

(e) (1) Lessor shall have the right and option, but not the obligation to take in kind or market separately Lessor's share of natural gas (being Lessor's royalty interest) produced from the leased premises.

Lessor or its successors or assigns may take in kind, at the point of sale, or separately dispose of Lessor's Royalty Share of oil and/or gas produced from the leased premises. Any extra expenditure incurred in the taking in kind or separate disposition by such party of such share of the production shall be borne by the party electing to take such production in kind.

Until such time as Lessor elects, by written notice to Lessee, to take royalty in kind, and makes the arrangements necessary to take in kind or separately dispose of Lessor's portion of the Royalty Share of the oil or gas produced from the leased premises, Lessee shall, subject to revocation by delivery of sixty (60) days written notice to that effect by Lessor, purchase such oil and gas or sell it to others or otherwise contract for its treatment and sale for the time being, with royalty thereon payable as set out herein. Any such purchase, sale or other disposition by Lessee shall be subject always to the right of the Lessor, its successors or assigns after delivery of sixty (60) days written notice to Lessee to exercise at any time the right to take in kind, or separately dispose of, Lessor's share of all oil and gas not previously delivered to a purchaser or processor. Notwithstanding the foregoing, Lessee shall not make a sale into interstate commerce of Lessor's share of gas production without first giving Lessor sixty (60) days notice of such intended sale, and receiving written consent from Lessor. No contract made by Lessee for the sale of Lessor's share of gas or oil shall be for a term longer than is commensurate with the minimum needs of the industry under the circumstances and no such contract shall in any event be for a term exceeding one (1) year.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises in compliance with the spacing rules of the Railraod Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of the oil and/or gas in and under and that may be produced from said premises, such pooling to be into a unit or units not exceeding forty (40) acres for oil, nor three hundred and twenty (320) acres for gas, plus a tolerance of 10% thereof, provided, however, if the spacing rules prescribed for that particular field or area by any regulatory body or agency having jurisdiction should be smaller or larger than the maximum herein provided for, then such pooled units shall be reduced

or enlarged accordingly to conform to such spacing. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing an instrument identifying and describing the pooled acreage, and file same in the office of the County Clerk of the aforesaid county. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive, on production from a unit so pooled, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved. The option to pool hereunder may be exercised by Lessee from time to time, whether before or after production has been established.

5. In the event this acreage or any portion thereof is pooled with other land, lease or leases, in the immediate vicinity thereof and drilling operations and/or production is obtained thereon, only the amount of acreage necessary to form the unit may be held by such operations and/or operations and/or production, the remainder to be subject to the rental, during the primary term, after which it shall revert to the Lessor unless held by reason of continuous drilling operations or production in paying quantities thereon as outlined herein.

6. Notwithstanding the pooling authority contained in Paragraph 4 above, it is expressly understood and agreed that no strata or horizons under this lease shall be included in any unit formed pursuant to that paragraph unless the entire unit so formed shall include the same strata or horizon, and operations conducted on any such unit shall not maintain this lease in effect as to any other strata or horizon out of or under this lease that is not included in that unit; and further, no such unit shall be created unless at least one-half of the surface area embraced in any such unit and the mineral interest thereunder included in this lease is taken from this lease if the available area out of this lease for inclusion in such unit will permit, and if not, then all such part of this lease as then is available for inclusion in the formation of any such unit.

7. If af the expiration of the primary term oil or gas is not being produced and saved on the leased premises (or on land pooled therewith) but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of any additional well are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land. Drilling operations shall be deemed to have commenced hereunder when the bit is first spudded into the ground. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and draining the leased premises, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

8. It is understood that Lessor does not own any interest in the surface estate as such, but only such rights as are incidental to its mineral ownership that is covered by this lease and the rights granted to Lessee hereunder for the use of the surface are only such as are incidental to Lessor's mineral estate. Lessee agrees to and shall protect Lessor and keep it safe and harmless from any and all claims that may arise from or are incidental to its ownership of the mineral leasehold estate and its operations on the land on and under which the mineral interest covered by this lease is located.

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

10. All mineral rights and interests of Lessor not included in this lease are reserved to Lessor with the right of ingress and egress to and from said leased premises for the purpose of investigation, exploring, mining and producing, transporting and selling same.

11. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by

egistered U.S. Mail at Lessee's principal place of business with a certified copy of recorded nstrument or instruments evidencing same. In the event of assignment hereof in whole or in art, liability for breach of any obligation hereunder shall rest exclusively upon the owner of his lease or of a portion thereof who commits such breach. Likewise, no assignment of this ease in whole or in part by Lessee, its successors or assigns shall be binding on the Lessor ntil Lessor shall be furnished by registered or certified U.S. Mail with a certified copy of he recorded instrument evidencing such assignment. Lessee, its successors or assigns, agrees o promptly furnish to Lessor the names and business addresses of all assignees.

12. Lessee may at any time or times execute and deliver or place of record a release or eleases covering any portion or portions of the above described premises and thereby surrender his lease as to such portion or portions and be relieved of all obligations except prior obli- ations and obligations for surface damages as to the acreage surrendered, and thereafter any ayments dependent on lease acres then in force shall be reduced in the proportion that the acre- ge covered hereby is reduced by said release or releases; provided, however, that all such acre- ge released by Lessee shall be in a contiguous tract which shall not have a boundary situated ithin 1,320 feet of any boundary of the leased premises unless the boundary of such tract coin- ides with the boundary of the leased premises.

13. All express or implied covenants of this lease shall be subject to all valid and ir- emediable Federal and State laws, Executive Orders, Rules or Regulations, and this lease shall ot be terminated in whole or in part, nor Lessee held liable in damages for failure to comply herewith, if compliance is prevented by, or failure is the result of, any such valid and ir- remediable Law, Order, Rule or Regulation, or if prevented by an Act of God or of the public enemy. "Irremediable" means that either (a) the Lessee has sought unsuccessfully to have the law, order, rule or regulation set aside, modified or held unconstitutional or inapplicable in- sofar as necessary to enable the Lessee to fulfill its obligations to the Lessor and has pur- sued its efforts to the last tribunal having jurisdiction, or (b) a competent lawyer, paying due regard to the interests of both Lessor and Lessee, would adjudge such an attempt to be clearly useless.

If oil or gas is discovered but production is prevented by any of the clauses in this Paragraph 13, this lease shall be considered producing and shall continue in full force and ef- fect until Lessee is permitted to produce the oil or gas, and as long thereafter as oil or gas actually is produced in paying quantities, provided, however, that Lessee, as an express condi- tion for the extension of the lease without production, shall pay to Lessor the sum of Five Dollars ($5.00) per annum, for each acre of the leased premises, subject to this lease at the time such shut-in well was commenced by actual drilling. Surrender of any part of the leased premises thereafter shall not operate to reduce the amount of this shut-in royalty payment, payment to be made within ninety (90) days from the date that production is prevented and annually upon such payment date until production is re- sumed. In addition, Lessee agrees to use his best efforts to cure the cause of any delay so as to commence or recommence operations or production as soon as practicable and to promptly inform Lessor as to causes of delay and efforts to cure same.

14. After the discovery of oil and/or gas, including condensate and other hydrocarbon sub- stances, in paying quantities on the leased premises, Lessee shall develop the leased acreage then retained hereunder as a prudent operator but in discharging this obligation Lessee shall in no event be required to drill more than one well per unit area to each producing horizon in- cluded in that unit in the further development thereof, the size of any such unit area to be governed by the then applicable spacing regulations of the Railroad Commission of Texas, if any, and if not, then such unit area shall not be in excess of that provided for in Paragraph 4 above.

15. In the event Lessor considers that operations, either express or implied, are not at any time being conducted in compliance with this lease, Lessor shall notify the Lessee in writ- ing setting out specifically in what respect Lessee has breached this contract, and Lessee, if in default, shall have sixty (60) days after such notice in which to comply, or commence to com- ply, with the obligations imposed by virtue of this instrument.

16. Lessor hereby warrants and agrees to defend the title to its undivided interest in said land, by, through and under it, and agrees that Lessee at its option may discharge any tax, mort- gage or other lien against the same, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the war- ranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties to be paid Lessor shall be reduced proportionately. It is understood that Lessor owns an undivided mineral interest only in the lands covered by this lease and that this lease covers and includes all of that undivided ownership interest in the leased substances in said land as described above.

17. No express obligation assumed by Lessee herein shall relieve it of any duty otherwise resting upon it hereunder to explore, develop, operate, save, transport or market production from and under this lease, except to the extent of direct conflict with such express obligation, and all such express obligations shall be construed as providing minimal standards only.

18. Lessor, at its own risk, through its selected representative or representatives, shall have the right of ingress and egress, at any and all times to all drilling and other operations being conducted on the leased premises, including the derrick floor of any drilling or producing well or any well being worked on, for the purpose of observing the nature and extent of the operations being conducted by Lessee, and Lessor shall be furnished by Lessee, upon request of Lessor, promptly as taken with samples of all cuttings and cores, including but not by way of limitation, sidewall samples from all wells drilled on all of said described lands; and Lessee shall mail or deliver to Lessor each week a progress report covering the drilling and completion of each well drilled hereunder during the immediately preceding seven (7) day period, which report shall show a summary of all information usually shown on a daily drilling report, including particularly, but not by way of limitation, (a) drilling depths with corresponding lithological information, (b) difficulty and delays, (c) types of cores taken and of tests made with corresponding depths, and (d) size and quantity of casing, pipe and tubing used. However, in lieu thereof at the request of Lessor, Lessee shall currently mail or deliver copies of Lessee's daily drilling reports. Lessee shall furnish Lessor, promptly each analysis, report or log obtained or furnished Lessee covering any core, sample, survey, drill stem or production test and other surveys of whatever nature made of each well drilled and upon the completion of each well drilled and not later than ten (10) days thereafter, Lessee shall furnish Lessor, with a true, accurate and complete statement embodying all drilling, completion and production data, and a copy of all reports made to the Railroad Commission of Texas relating to the leased premises. Lessor, through its representative or representatives, shall have access at any and all times to all producing wells drilled under the terms of this lease and to the stock tanks into which the production therefrom is being run for the purpose of inspecting the operations thereof and the gauging of the production therefrom. Lessor may, at any time, install and maintain flow meters on any and all producing wells drilled under the terms of this lease for the purpose of measuring the production therefrom.

19. It is understood and agreed that this lease covers and includes rights to the leased substances from the surface of the ground to the base of the ~~Edwards Lime~~ Glenrose formation only, and any reference in this lease to the "leased premises" or "lands covered by this lease" shall mean and refer only to the leased acreage down to the base of the ~~Edwards Lime~~ Glenrose formation and no further. Lessor excepts from this lease and reserves to Lessor, its successors and assigns all rights to all leased substances occurring at depths below the base of the ~~Edwards Lime~~ Glenrose formation, as well as all rights to all minerals not covered by this lease.

20. The authority to pool granted herein is limited to pooling as to gas only.

21. If this lease becomes productive and the royalty from production payable Lessor during any producing year does not equal the amount of the annual delay rental during the primary term or $10.00 per acre after the end of the primary term for each lease acre being kept in force by production as of the first of the producing year, then within sixty (60) days after the end of the producing year, Lessee shall pay Lessor at its business address the difference between the amount of royalty paid to it and the minimum royalty sum of $10.00 per acre. A producing year, for the purpose of this lease, shall be deemed to commence on the first day of the calendar month following the day on which production commences.

22. If operations for drilling are not commenced on said land on or before one year from the date hereof, this lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in National Bank of Commerce at San Antonio, Texas 78205 (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals), the sum of -----Six Hundred----------NO/100 Dollars ($ 600.00), (herein called rental), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank on or before such date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment in consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Subject to the provisions in Paragraphs 12 and 13 above, Lessee may at any time execute and deliver to Lessor or to the depository above named, or place of record, a release or releases covering any portion or portions of the above described

premises and thereby surrender this lease as to such portion or portions except that Lessee shall not be relieved from liability accruing prior to such surrender, or from liability from damages for injuries accruing before or after surrender resulting from breach of its obligations under this lease; and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

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

ATTEST:

Georgia L. Sweezea
Secretary

TEXAS OSAGE ROYALTY POOL, INC.

By S. E. Swenson, President
LESSOR

ID#74-0936990
AMALGAMATED BONANZA PETROLEUM LTD.

APPROVED LAND

PRESIDENT

William A. Betts
VICE PRESIDENT

LESSEE

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS I

COUNTY OF BEXAR I

BEFORE ME, the undersigned authority, on this day personally appeared S. E. Swenson, President of TEXAS OSAGE ROYALTY POOL, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said TEXAS OSAGE ROYALTY POOL, INC., and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 6th day of December, 19 76.

Mary K. Moody

Mary K. Moody, Notary Public in and for Bexar County, Texas

VOL 35 PAGE 184

171069

DATE RECORDED 11-5-79

FILED
At 10 O'clock A M
NOV 2 1979
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By Karen Lacy Deputy

AMENDMENT TO OIL, GAS AND HYDROCARBONS LEASE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF BRAZOS §

WHEREAS, on November 24, 1976 Texas Osage Royalty Pool, Inc. executed and delivered to Amalgamated Bonanza Petroleum Ltd. an oil, gas and hydrocarbons lease covering certain lands located in Brazos County, Texas (the "Lease"), the Lease being recorded in Volume 25, Page 344 of the Oil and Gas Lease Records of Brazos County, Texas, and

WHEREAS, the parties hereto deem it mutually desirable and advantageous to amend the Lease in the particulars hereinafter set forth.

NOW THEREFORE, in consideration of the premises and of the bonus and rentals heretofore paid under the terms of the Lease and of Ten Dollars ($10.00) and other good and valuable consideration the receipt and sufficency of which is hereby acknowledged, the parties hereto do hereby amend the lease as follows:

1. Paragraph 5 of the Lease is hereby deleted in its entirety and the following provision is substituted therefor:

> In the event Lessee commences the drilling of a well on said land on or before November 23, 1979 and, if a spacing unit is formed by Lessee for such well pursuant to field rules adopted by the Texas Railroad Commission, at least 87.5% of the lands included in such unit are lands subject to this lease, then and in both of such events, the remainder of said lands subject to this lease but not included in such unit shall continue to be subject to the terms of this lease and may be maintained for an additional two year period by the payment of delay rentals as provided in Paragraph 22 below on the lands not included in the unit or by reason of drilling operations or production in paying quantities. At the end of such two year period this lease shall terminate as to any of the lands covered hereby which are not included in a spacing unit upon which operations are then being conducted as provided in Paragraph 7 below or from which production is being obtained in paying quantities.

2. Paragraph 6 of the Lease is hereby deleted in its entirety.

3. Paragraph 20 of the Lease is hereby deleted in its entirety.

Notwithstanding anything contained herein to the contrary in the event Lessee does not commence a well on said lands on or before November 23, 1979 this amendment and the Lease shall terminate and be of no further force or effect.

IN WITNESS WHEREOF this Amendment To Oil, Gas and Hydrocarbons Lease is executed this 15th day of October, 1979.

ATTEST:

Georgia L. Sweezo
Secretary

TEXAS OSAGE ROYALTY POOL, INC.

By: S. E. Swenson

AMALGAMATED BONANZA PETROLEUM LTD.

By: [signature]
PRESIDENT

APPROVED
LAND

ATTEST:

[signature]
ASSISTANT SECRETARY

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared S. E. Swenson, President of TEXAS OSAGE ROYALTY POOL, INC., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of October, 1979.

(SEAL)

Mary K. Moody (Mary K. Moody)
Notary Public in and for
Bexar County, Texas

My Commission Expires:

December 31, 1980

DONINION OF CANADA §
§
PROVINCE OF ALBERTA §

BEFORE ME, the undersigned authority, on this day personally appeared John Fleming, PRESIDENT of AMALGAMATED BONANZA PETROLEUM LTD., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of October, 1979.

(SEAL)

[signature]
Notary Public in and for the
Province of Alberta

My Commission Expires:
MY APPOINTMENT
EXPIRES DEC. 31, 1979

One hundred twenty-six (126) acres of land adjoining said Ford tract on the southeast owned by Terance Lazy;

Two hundred (200) acres of land out of the Southeast end of said Joseph Jordan Survey under which the said A. C. Williams has heretofore sold all of the minerals, rentals and royalties in and under said land to J. D. Cooper by deed dated April 2, 1929, recorded in Vol. 73, page 595, Deed Records of Brazos County, Texas.

Said Deed executed by C. M. Frost in favor of M. A. Welch having been duly recorded in Vol. ___, Page ___, Deed Records of Brazos County, Texas, to which reference is here made for all purposes.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, C. M. Frost, of Houston, Harris County, Texas, for and in consideration of the sum of Ten ($10.00) Dollars, cash to me in hand paid by the Bay Company, a Texas Corporation domiciled in Houston, Harris County, Texas, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and do hereby grant, bargain, sell and convey unto the said The Bay Company, an undivided 1/5th of all of the oil, gas, sulphur and other minerals, rentals and royalties acquired by me by virtue of the hereinabove mentioned mineral deeds, less, however, the mineral interest above stated, which has heretofore been conveyed to A. A. Welch.

IN TESTIMONY WHEREOF WITNESS MY HAND this 1st, day of October, A.D., 1929.

C. M. Forst

The State of Texas|
County of Harris | Before me, the undersigned authority, on this day personally appeared C. M. Frost, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 1st. day of October, A.D., 1929.

Christine Wunderlich, Notary Public in
(SEAL) and for Harris County, Texas.

The above is a true copy of the original instrument which was filed for record on the 14th day of Nov. A.D. 1929 at 8:20 o'clock a.m. and duly recorded on the 15th day of Nov. A.D. 1929 at 11:20 o'clock a.m. to which I certify

Jess B. McGee, C. C. C. B. C.
Mrs L. Pennington Deputy

The State of Texas|
County of Brazos | KNOW ALL MEN BY THESE PRESENTS: That I, or we, James Lang, Mrs. Pearl Lang, of Kurten, Texas of the County of Brazos State of Texas, for and in consideration of the sum of One ($1.00) Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, have Granted, sold, conveyed and assigned, and by these presents do Grant, sell, convey, assign and deliver unto W. Fred Lyons, W. H. Morgan and J. E. Klumpp, as trustees of Texas Osage Co-operative Royalty Pool and unto Flag Oil Company of Texas, a Texas corporation, an undivided 1/2 interest in and to all of the oil, gas and other minerals in and under and that may be produced from the herein described lands; hereby granting unto the said trustees of Texas Osage Co-operative Royalty Pool an undivided three-fourths interest in and to the oil, gas and other minerals hereby conveyed and unto Flag Oil Company of Texas an undivided one-fourth interest thereof; said interests being in and under the following described property lying in Brazos County, State of Texas, towit: This Tract to cover 320 acres of land out of the North west part of a tract of 440 acres out of and part of the I. Curd League in Brazos Co. Texas, now owned by James Lang and purchased from the City National Bank of Bryan, Texas on Dec. 22, 1926,

and Recorded in Deed Records of Brazos Co. Texas, Volume 69, page 502, on 26 day of July, 1927, to which reference is here made for more further and particular description. and containing 320 acres more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom.

Said land being now under an oil and gas lease originally executed in favor of ___ and now held by _____ and this conveyance is made in all things subject to said lease (if any) but this conveyance covers and includes a 1/2 part of all of the oil royalty and gas rental or royalty due or to become due under the terms of said lease and the money payments which may be paid to extend the term of said lease, which rent, royalty or money payments are to be paid to the said grantees herein in proportion to their interest, and in event the said above described lease for any reason becomes cancelled, forfeited or inoperative, then the lease interest and the right to all future rentals or payments on said land for oil, gas and mineral rights or privileges shall be owned jointly by grantor and grantees, the said grantees owning a 1/2 undivided interest in all oil, gas and other minerals in, under and upon said land in the proportion of three-fourths and one-fourth undivided interest respectively.

TO HAVE AND TO HOLD the above described property and interests, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said trustees of Texas Osage Co-operative Royalty Pool and Lag Oil Company of Texas, their successors and assigns forever, and the undersigned grantors (whether one or more) do hereby bind ourselves, our heirs, executors and administrators to Warrant and Forever Defend all and singular the said property unto the said grantees, their successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness the execution hereof on this the 1st day of November, 1929.

James Lang

Mrs Pearl Lang

The State of Texas|

County of Brazos | Before me, the undersigned authority, on this day personally appeared James Lang and Mrs. Pearl Lang his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Mrs. Pearl Lang, wife of the said James Lang having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mrs. Pearl Lang, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 1st day of November, 1929.

(SEAL) John Yeager J.P. Notary Public in and for

Brazos County, Texas

The above is a true copy of the original instrument which was filed for record on the 15th day of Nov. A.D. 1929 at 8 o'clock a.m. and duly recorded on the 15th day of Nov. A.D. 1929 at 11:40 o'clock a.m. to which I certify

Joss B. McGee, C. C. C. B. C.

Mrs L. Pierce Deputy

KNOW ALL MEN BY THESE PRESENTS:

That the Texas Company, a corporation of Texas, pursuant to resolutions of its stockholders and directors and for a valuable consideration, the receipt whereof is hereby acknowledged, and of the covenant of assumption by the grantee contained herein, does hereby

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

Vol 22 Page 288

Found Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE

Date Recorded 2-6-75

THIS AGREEMENT made this 6th day of December 19 74 between
Mrs. Gertrude Jopp Lloyd, a widow

96539

FILED FOR RECORD
DATE 2-6-75
AT 3 O'CLOCK P M
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY Teresa Kolek

lessor (whether one or more), whose address is: Rt. 2, Box 242, Bryan, Texas 77801
and Public Lands Exploration, Inc., 2995 LBJ Freeway, Dallas, Texas, lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

3.8 acres in the I. Curd League, Brazos County, Texas conveyed by Deed from Gus E. Jopp et ux dated May 20, 1954 and recorded in Volume 163, page 458, Deed Records of Brazos County, Texas.

BEING all that certain tract or parcel of land lying and being situated in the Northwest one-half of the I. CURD LEAGUE in Brazos County, Texas, and being a portion of a 9-1/2 acre tract conveyed by Mrs. Johnnie Koppe to Gus Ewald Jopp by Deed dated March 25, 1947, recorded in Volume 129, page 337, Deed Records of Brazos Co., Texas, and the tract of land herein conveyed being desctibed by metes and bounds as follows: BEGINNING at a point at the East corner of said 9-1/2 acre tract of land which point is on the boundary line of said tract and Highway #21; THENCE, N. 45 W. with the East line of said tract, 282 varas and corner at the North corner of said 9-1/2 acre tract; THENCE, S. 45 W. with the line of said 9-1/2 acre tract, 70 varas and corner on said line; THENCE, S. 45 E. parallel to the first line, 282 varas and corner on the South line of said tract and Highway #21; THENCE, N. 45 E. with said boundary line, 70 varas to the PLACE OF BEGINNING. And being the same land conveyed to Gertrude Jopp Lloyd et vir by Gus Ewald Jopp et ux by Deed dated May 20, 1954, and recorded in Volume 163, page 458, Deed Records of Brazos County, Texas.

(17) HWY 21

This lease is for oil and gas only - exludes coal, lignite coal & other minerals.

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 3.8 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 five (5) 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 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 limitaton, 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 Bank and Trust Co., 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 $ 19.00, 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.

Mrs. Gertrude Jopp Lloyd

Mrs. Gertrude Jopp Lloyd

STATE OF Texas
COUNTY OF Brazos

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Mrs. Gertrude Jopp Lloyd

known to me to be the person whose name is (~~X~~) 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 6th day of December, 19 74

My Commission Expires
June 1, 1975

Maudie A. Adam
Notary Public in and for Brazos County, State of Texas

STATE OF
COUNTY OF

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

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

PUBLIC LANDS EXPLORATION, INC.
2995 LBJ FREEWAY, SUITE 109
DALLAS, TEXAS 75234

EXCHANGE BANK NATIONAL
P. O. BOX 35207 DALLAS, TEXAS

575

12 December 19 74

PAY TO THE ORDER OF MRS. GERTRUDE JOPP LLOYD, Widow $ 19.00

Ninteen Dollars and No/100 DOLLARS

3.8 Acres I. Curd

PUBLIC LANDS EXPLORATION, INC.

⑆110008021⑆ ⑈3694⑈

Line & Stationery Co., Houston, Texas

When recorded return to

County Clerk

Deputy

records of this office.

Page

M., and duly recorded

19

it was filed for record on the

County

19

TO

FROM

s and Mineral Le

49) Pooling Provision

said Jack T. Slaon, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interestthereon are fully paid according to its face and tenor, effect and reading when this deed shall become absolute.

Witness our hands at Bryan, Texas, this 29th day of March, 1947.

$8.80 Revenue Stamp affixed and duly cancelled.

Carleton W. Adams

Marcia B. Adams

THE STATE OF TEXAS |
COUNTY OF BRAZOS | BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Carleton W. Adams and Marcia B. Adams, his wife both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Marcia B. Adams wife of the said Carleton W. Adams, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Marcia B. Adams acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposew and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 29th day of March A.D. 1947.

R. Mudgett, Notary Public in and for
Brazos County, Texas (R.Mudgett)

(SEAL)

The foregoing is a true copy of the original instrument which was filed for record on the 31st day of March A.D. 1947 at 11:50 o'clock a.m. and duly recorded on the 31st day of March A.D. 1947 at 2 o'clock p.m. to which I certify

A. B. Syptak, C.C.C.B.C.
Mrs. L. Newton Deputy

THE STATE OF TEXAS |
COUNTY OF BRAZOS | KNOW ALL MEN BY THESE PRESENTS: That I, Mrs. Johnnie Koppe, a widow of the County of Brazos State of Texas,for and in consideration of the sum of Ten & No/100 Dollars and other valuable considerations to me in hand paid by Gus Ewald Jopp as follows: All in cash, receipt of which is hereby acknowledged, and for the further consideration of the assumption by grantee herein of the payment of all taxes on the hereinafter described land for the year 1947,-

have Granted, sold and conveyed, and by these presents do Grant, sell and convey, unto the said Gus Ewald Jopp of the County of Brazos State of Texas, all that certain land and premises lying and being situated in the northwest one half of the I. Curd League in Brazos County,Texas, and described by metes and bounds as follows:

BEGINNING at a stake set in the dividing line of said Curt League, 250 varas N. 45 E. from the east corner of the 10 acre tract deeded to Henry and Freddie Herrling;

THENCE, run N. 45 W. 282 varas and corner a stake;

THENCE, N. 45E 200 varas and corner a stake in the Northeast line of Oscar Kurten 148 acre tract;

THENCE S. 45E 282 varas to the dividing line of said League;

THENCES. 45 W. 200 varas to the place of BEGINNING, containing ten (10) acres of land more or less,

and being the same identical land which was conveyed to Mrs. Johnnie Koppe by Henry Kurten

et ux, by deed dated January 11, 1906, and recorded in Volume 32, at page 415 Deed Records of Brazos County Texas,

SAVE AND EXCEPT, however, a tract of one half (½) acre, more or less, which was conveyed out of the above described tract by Mrs. Johnnie Koppe by deed to Cedar Creek Lodge of record in Volume 32, at page 24, of the Deed Records of Brazos County,Texas leaving a balance of nine and and one half (9½) acres, more or less, hereby conveyed,-

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 Gus Ewald Jopp, his heirs and assigns forever and I do hereby bind myself, my heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said Gus Ewald Jopp, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my hand at Kurten, Texas, this 25 day of March, 1947.

$1.10 Revenue Stamp affixed and duly cancelled. Mrs. Johnnie Koppe

THE STATE OF TEXAS|
COUNTY OF BRAZOS | BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mrs. Johnnie Koppe, a widow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 25 day of March A.D. 1947.

Eugene M. Beard Notary Public in and for Brazos County,Texas.

(SEAL)

The foregoing is a true copy of the original instrument which was filed for record on the 31st day of March A.D. 1947 at 8:35 o'clock a.m. and duly recorded on the 31st day of March A.D. 1947 at 3:30 o'clock p.m. to which I certify

A. B. Syptak, C.C.C.B.C.
Mrs. L. Newton Deputy

THE STATE OF TEXAS|
COUNTY OF BRAZOS | KNOW ALL MEN BY THESE PRESENTS: That we F. S. Kapchinskie and wife Hattie Kapchinskie, of the County of Brazos, State of Texas for and in consideration of the sum of Two Thousand four hundred ($2400.00) Dollars to us in hand paid by Marion W. Slaughter, the receipt of which is hereby acknowledged have Granted, sold and conveyed, and by these presents do Grant, sell and convey unto the said Marion W. Slaughter of the County of Brazos State of Texas, all that certain tract or parcel of land lying and being situated in the Crawford Burnett Survey in Brazos County,Texas, and described as follows:
Beginning at a stake set on the Southwest line of the right of way of State highway Number Six which is also on the Southeast line of a new road laid off by F.S. Kapchinskie, Thence S 45 E with the Southwest line of said state highway right of way a distance of 416.8 feet and corner a stake for corner;

Thence S. 71 W. 550.3 feet and corner a stake for corner;

Thence N. 19 W. 379.8 feet and corner a stake for corner;

Thence N. 71 E. with the southeast line of the above mentioned road, 367.3 feet to the place of beginning, containing four acres of land.

It is understood and agreed that the grantors herein reserve the fence now situated on said land and reserve the right to remove same at their convenience.

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

Pound Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE

Date Recorded 2-6-75

THIS AGREEMENT made this 6th day of December 19 74, between Gus E. Jopp, a widower

96540

FILED FOR RECORD
DATE 2-4-75
AT 3 O'CLOCK P M
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY: [illegible]

lessor (whether one or more), whose address is: Rt. 2, Box 242, Bryan, Texas 77801 and Public Lands Exploration, Inc., 2995 LBJ Freeway, Dallas, Texas, lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

4.9 acres more or less in the I Curd League, Brazos County, Texas - balance remaining in an original 9½ acre tract, conveyed by Mrs. Johnnie Koppe to Gus E. Jopp by Deed dated March 25, 1947, recorded in Volume 129, page 337, Deed Records of Brazos County, Texas.

BEING all that certain tract or parcel of land lying and being situated in the Northwest one-half of the I. CURD LEAGUE in Brazos County, Texas, and being a portion of a 9-1/2 acre tract conveyed by Mrs. Johnnie Koppe to Gus Ewald Jopp by Deed dated March 25, 1947, recorded in Volume 129, page 337, Deed Records of Brazos Co., Texas, and the tract of land herein conveyed being desctibed by metes and bounds as follows: BEGINNING at a point at the East corner of said 9-1/2 acre tract of land which point is on the boundary line of said tract and Highway #21; THENCE, N. 45 W. with the East line of said tract, 282 varas and corner at the North corner of said 9-1/2 acre tract; THENCE, S. 45 W. with the line of said 9-1/2 acre tract, 70 varas and corner on said line; THENCE, S. 45 E. parallel to the first line, 282 varas and corner on the South line of said tract and Highway #21; THENCE, N. 45 E. with said boundary line, 70 varas to the PLACE OF BEGINNING. And being the same land conveyed To Gertrude Jopp Lloyd et vir by Gus Ewald Jopp et ux by Deed dated May 20, 1954, and recorded in Volume 163, page 458, Deed Records of Brazos County, Texas.

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(18)

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This lease is for oil and gas only - excludes coal, lignite coal & other minerals.

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 4.9 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 five (5) 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 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 limitaton, 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 The First Bank & Trust Co. Bank at Bryan, Texas 77801, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ 24.50, 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.

Gus Jopp
Gus E. Jopp

STATE OF Texas
COUNTY OF Brazos

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Gus E. Jopp

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

Given under my hand and seal of office this 6th day of December, 1974.

My Commission Expires
June 1, 1975

Maudie A. Wilson
Notary Public in and for Brazos County, State of Texas

STATE OF
COUNTY OF

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

PUBLIC LANDS EXPLORATION, INC.
2955 LBJ FREEWAY, SUITE 109
DALLAS, TEXAS 75234

EXCHANGE BANK
P. O. BOX 35207 DALLAS, TEXAS

574

12 December 1974

PAY TO THE ORDER OF GUS E. JOPP $ 24.50

Twenty-Four Dollars and 50/100 DOLLARS

4.9 Acres I. Curd

PUBLIC LANDS EXPLORATION, INC.

⑆1110⑈0082⑆ ⑈36⑈4694⑈4⑈ Vol 22 Page 293

Gas and Mineral Lease

FROM

TO

No.

88 (7-69)
Acres Pooling Provision

County

19

19 , at o'clock M., and duly recorded in Page records of this office.

When recorded return to

County Clerk

Deputy

Printing & Stationery Co., Houston, Texas

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

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 30th day of November, 19 76, between W. T. Kelley and wife Maggie Kelley

FILED FOR RECORD
DATE 12-1-76
AT 2:00 O'CLOCK P M
FRANK DORISKIE
BRAZOS COUNTY CLERK
By Mary Lou Murphy

DATE RECORDED 12-2-76

118148

lessor (whether one or more), whose address is: Route 2, Box 243, Bryan, Texas 77801 and Amalgamated Bonanza Petroleum Ltd, 2055 S Gessner, Houston, Texas 77063, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

0.85 acres of land, more or less, situated in the I. Curd League, Brazos County, Texas, conveyed by deed from Gus Ewald Jopp and wife, Pauline Jopp to W. T. Kelley and recorded in Volume 179, page 37 of the deed records of Brazos County, Texas

RIDER: By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.
SIGNED FOR IDENTIFICATION: Maudie Edwards

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 0.85 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 five (5) 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 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 limitaton, 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 ..... Bank at ....., or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ None, 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.

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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.

W. T. Kelley

Maggie Kelley

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF Texas

COUNTY OF Brazos

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared W. T. Kelley and Maggie Kelley 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 30th day of November, 19 76

My Commission Expires

6-1-77

Maudie A. Odom

Notary Public in and for Brazos County, State of Texas

Producers 88 (7-69)
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, o'clock M., and duly recorded

Book, Page

of the records of this office.

County Clerk

By, Deputy

When recorded return to

2-5-6

Maudie Odom

Found Printing & Stationery Co., Houston, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF ~~TEXAS~~ California
COUNTY OF Los Angeles

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

JESSIE ROY HODGE

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23 day of Jany A.D. 1957

(L.S.)

Helen Street
Notary Public in and for Los Angeles County, ~~TEXAS~~ Calif.
My Commission Expires August 28, 1961

842—THE GOSS COMPANY, PUBLISHERS—DALLAS

FILED FOR RECORD 2 O'CLOCK P. M., 5 DAY OF Feby.,
1957. RECORDED 10 O'CLOCK A. M. 7th DAY OF
Feby 1957 TO WHICH I CERTIFY.

A. B. SYPTAK, C. C. C. B. C.
BY Mrs L Newton DEPUTY

125—WARRANTY DEED TEXAS STANDARD FORM

The State of Texas,
County of BRAZOS } Know All Men by These Presents:

That we, Gus Ewald Jopp and wife, Pauline Jopp,

of the County of Brazos State of Texas, for and in consideration of the sum of

------ FOUR HUNDRED & NO/100 ---------- DOLLARS

to us in hand paid by

---------- W. T. Kelley- ---------- as follows:

all in cash, the receipt of which is hereby acknowledged,-

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

---------- W. T. Kelley, ----------

of the County of Brazos State of Texas, all that certain

tract or parcel of land lying and being situated in the I. Curd League in Brazos County, Texas, and being a part of the 9-1/2 acres of land conveyed by Mrs. Johnnie Koppe to Gus Ewald Jopp by deed dated March 25, 1947, and recorded in Book 129 page 337 of the Deed Records of Brazos County, Texas, the portion hereby conveyed being described as follows, to-wit:

BEGINNING at the most Westerly corner of a 1/2 acre tract which was conveyed by Mrs. Johnnie Koppe to Cedar Creek Lodge by deed recorded in Book 32 page 24 of the Deed Records of Brazos County, Texas, a stake for a South corner of said 9-1/2 acre tract;

THENCE, N. 45 E. parallel with the Northwest line of State Highway No. 21, run a distance of 105 feet and corner for an interior corner of said 9-1/2 acre tract;

THENCE, S. 45 E. run approximately 167 feet to the Northwest line of said highway and corner, same being also a South corner of said 9-1/2 acres;

THENCE, with the last named line, run N. 45 E. 95 feet and corner in

said line;

THENCE, N. 45 W. run 272 feet and corner in said 9-1/2 acre tract;

THENCE, S. 45 W. parallel with said highway, run 200 feet and corner in the Southwest line of said 9-1/2 acres;

THENCE, S. 45 E. with the last named line, run 105 feet to the place of BEGINNING, containing 0.85 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

- - - - - - - - - - W. T. Kelley, his - - - - - - - - - - - -

heirs and assigns forever and we do hereby bind ourself, our - - - - - - - - - -

heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

- - - - - - - - - - W. T. Kelley, his - - - - - - - - - - - - -

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hand s at Bryan, Texas,

this 1st day of February, , 19 57 .

Gus Ewald Jopp
Pauline Jopp

Witn[illegible] of Grantor:

DOCUMENTARY 55 CENTS

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Brazos }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Gus Ewald Jopp and Pauline Jopp , his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Pauline Jopp , wife of the said Gus Ewald Jopp having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Pauline Jopp acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of February, A. D. 1957

(L. S.) Bessie Crenshaw (Bessie Crenshaw)

Notary Public in and for Brazos County, Texas

FILED FOR RECORD 3:20 O'CLOCK P. M., 5th DAY OF Feby. ,
19 57 . RECORDED 10 O'CLOCK A. M. 7th DAY OF
Feby. 19 57 TO WHICH I CERTIFY.

A. B. SYPTAK, Cl C. C. B. C.

BY M. L. Newton DEPUTY

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

Vol 31 Page 90

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

OIL, GAS AND MINERAL LEASE

141934

FILED FOR RECORD
DATE 4-7-78
AT 11 O'CLOCK A M
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY

THIS AGREEMENT made this 27th day of March, 19 78, between Cedar Creek Lodge #300 AF and AM c/o Howard L. DeHart, secretary

DATE RECORDED 4-10-78

lessor (whether one or more), whose address is: Route 3, Box 154, Bryan, Texas 77801

and Amalgamated Bonanza Petroleum Ltd., 6610 Harwin Dr., Houston Tex 77081 lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

1/2 acre, more or less, situated in the I. Curd Survey, Brazos County, Texas approximately 1/2 mile North of Kurten, Texas on the West side of Highway 21 East

RIDER: By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under, or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

Paragraph 12. Lessee agrees not to disturb the surface any more than is necessary for its operation allowed therein. All surface acreage requirements of Lessee shall be mutually agreed to by the Lessor and Lessee prior to installation. Lessee agrees to pay Lessor for damages resulting to the surfaces, for and including, but not limited to, growing crops, buildings, fences, roadways, livestock etc. Lessee agrees upon termination of its operations to restore the surface to its original state or close to such original state as is reasonably possible.

Howard L. DeHart

Signed for identification Maudie Odom

20 F

21 Hwy

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 1/2 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 ~~ten (10)~~ Five (5) 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 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 limitaton, 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 Total consideration paid in full Bank at ....., or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ None ....., 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.

Howard L DeHart
Howard L. DeHart, secretary

STATE OF Texas
COUNTY OF Brazos

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Howard L. DeHart, secretary

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

Given under my hand and seal of office this 27th day of March, 1978.

My Commission Expires
1-31-78

Maudie A. Adams
Notary Public in and for Brazos County, State of Texas

STATE OF
COUNTY OF

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

STATE OF
COUNTY 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

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

No.

Oil, Gas and Mineral Lease

FROM

TO

Dated 19

No. Acres

Term County

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

County Clerk

By Deputy

When recorded return to

Page

1.00

Found Printing & Stationery Co., Houston, Texas

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

Vol 24 Page 858

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 29th day of November 1976, between Bryan Independent School District, lessor (whether one or more), whose address is: 2200 Villa Maria Rd, Bryan, Texas 77801, and Don E. Williams, lessee, WITNESSETH:

FILED FOR RECORD
DATE 1-17-77
AT 2 O'CLOCK P M
120089
FRANK BORISKIE
BRAZOS COUNTY, CLERK
By Barbara Schlenbach

DATE RECORDED 1-18-77

1. Lessor, in consideration of Ten and No/100 ($10.00) Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

7.05 acres of land, more or less, situated in the Isiah Curd Survey, Abstract No. 11 located on the North side of Highway 21 East known as the Kurten School property and being more particularly described as Tract 64 of the Isiah Curd Survey.

By the use of the term "other minerals" as specified in this lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

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 7.05 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 ~~XXXX~~ five (5) 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 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 limitaton, 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 ..... Bank at ....., or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ 35.25, 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.

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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.

Approved by Board of Trustees of the Bryan ISD on November 29, 1976 and duly recorded in minutes of said Board

Travis B. Bryan Jr.
ATTEST: Travis B. Bryan, Jr., Sec.

W. W. Humphries
W. W. Humphries, President

STATE OF Texas
COUNTY OF Brazos

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared W. W. Humphries, President of Bryan Board of Trustees

known to me to be the person whose name is (~~are~~) subscribed to the foregoing instrument, and acknowledged to me that He executed the same ~~as~~ in behalf of Bryan ISD ~~their act and deed~~ for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29 day of Nov., 1976.

My Commission Expires
June 1977

Margaret Cullen
Notary Public in and for Brazos County, State of Texas

STATE OF
COUNTY OF

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

ame as free act and deed for the purposes and consideration therein expressed.

er my hand and seal of office this day of , 19 .

n Expires

Notary Public in and for County, State of

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

the undersigned authority, on this day personally appeared

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

r my hand and seal of office this day of , 19 .

Expires

County, State of

MOORE, PETERSON, B

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Vol 24 Page 859

Producers 88 Revised 8-61—(With Pooling Provision) VOL 22 PAGE 26 1041 TEXAS STANDARD FORM

OIL, GAS AND MINERAL LEASE

DATE RECORDED 1-28-75

FILED FOR RECORD 20 DATE 1-23-75 AT 11 O'CLOCK A M FRANK BORISKIE BRAZOS COUNTY CLERK BY Flora L. Bryson

NO 96208

THIS AGREEMENT made this 26th day of August 1974, between W. F. Odom, a Bachelor

Lessor (whether one or more) whose address is Kurten, Texas and Public Lands Exploration, Inc., 2995 L.B.J. Frwy, Dallas, Texas Lessee, WITNESSETH:

1. Lessor in consideration of Five and no/100 (& other good and valuable consideration) Dollars ($ 5.00 (OG&VC)), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and ~~lets~~ exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all ~~other minerals~~, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Brazos County, Texas, to-wit:

BEING 157.40 acres of land, more or less, and being described in two tracts :

FIRST TRACT: 64.58 acres of land, more or less, in the I. Curd Sy., A-11, Brazos Co., Texas, and being the same land described in that certain Deed from Lenra Sten et al to Rudolph Kurten et al, dated October 22, 1951 and recorded in Vol. 151, P. 132, of the Deed Records of Brazos County, Texas.

WRONG Ref. 113 Ps

SECOND TRACT: 92.82 acres of land, more or less, in the I. Curd League, A-11, Brazos Co., Texas and being the same land described in that certain Deed from Charlie Kurten et al to Henry J. Kurten, dated October 5, 1951, and recorded in Vol. 151, P. 487 of the Deed Records of Brazos County, Texas.

SAVE AND EXCEPT 4.05 acres of land, more or less, described in a Deed from Henry J. Kurten to the Trustees of Kurten Brazos Co. Consolidated Common School District No. Ten, dated October 27, 1953, and recorded in Vol. 161, P. 266 of the Deed Records of Brazos County, Texas.

Reference to the above Deeds and the recordation thereof is hereby made for descriptive purposes.

This lease excludes lignite coal and coal.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 153.35 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~ten~~ 5 years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; while there is a gas or gas/condensate well on this lease, or on acreage pooled therewith, during or after the expiration of the primary term, but gas is not being sold or used, Lessee may pay or tender as royalty, by check or draft of Lessee, to the owner of such royalty, or to their credit in the depository bank named in the lease, on or before ninety days after the date on which said well is shut in and annually thereafter, a sum equal to the amount of annual rental payable in lieu of drilling operations during the primary term of this lease on the number of acres subject to this lease at the time such payment is made, and if such payment is made it will be considered that gas is being produced within the meaning of Paragarph 2 hereof; and (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur mined and marketed the royalty shall be fifty cents (50c) per long ton. Lessee shall have free use of oil, gas, coal, and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease, or any portion thereof as to oil and gas, or either of them, with other land, lease or leases in the immediate vicinity thereof to the extent, hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of 10% thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease, or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit. Lessee may at its election exercise its pooling option after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. Operations for drilling on or production of oil or gas from any part of the pooled unit composed in whole or in part of the land covered by this lease regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease, and the entire acreage constituting such unit or units, as to oil and gas or either of them as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them, shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis—that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit.

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in The City National Bank at Bryan, Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of Seven hundred seventy Dollars ($ 770.00), (herein called rentals) which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. If prior to discovery of oil, gas or other mineral on said land or on acreage pooled therewith Lessee should drill a dry hole or holes thereon, or if after discovery of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of sixty days from date of completion of dry hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon

or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in or on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

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

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

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

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately. Failure of Lessee to reduce such rental paid hereunder shall not impair the right of Lessee to reduce royalties.

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

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

WITNESS:

W. F. Adom

Lessor.

Public Lands Exp. Inc.

Lessee.

By Jam B. Baxter pres.

Agent.

THE STATE OF TEXAS
County of Brazos }

Before me, the undersigned authority, on this day personally appeared W. F. Adom

known to me to be the identical person whose name are/is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 26th day of August A. D., 1974

Maudie A. Adom

Notary Public in and for Brazos County, Texas

THE STATE OF TEXAS
County of }

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

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 for the purposes and consideration therein expressed. And the said , wife of having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said , acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this the day of A. D., 19

Notary Public in and for County, Texas

Producers 88 Revised 8-61
TEXAS STANDARD FORM

No.

Oil, Gas and Mineral Lease

FROM

TO

Dated , 19

No. Acres

Term County, Texas

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

County Clerk.

County, Texas

By , Deputy

When recorded return to

357

have Granted, Sold, and Conveyed, and by these presents do Grant, Sell and Convey, unto the said R. D. Sanders of the County of Brazos State of Texas, all that certain tract or parcel of land lying and being situated in the S. F. Austin League No. 10, in Brazos County, Texas, and being more particularly described as follows:

BEING Lot Numbered Three (3) in Sam Piraino's Subdivision of A One Acre tract in said League, according to the plat of said subdivision of record in the Deed Records of Brazos County,Texas, and being the same identical land which was conveyed to Milton S. Sandell, Jr. by Sam Piraino by deed dated June 12, 1947, and recorded in Volume 130 at page 352 of the Deed Records of Brazos County,Texas,-

SAVE AND EXCEPT, however, from the above described lot a strip of land off of the Southwest side of said Lot, said Strip fronting 18 feet on State Highway No. 21 and being 16 feet in width on the other end of said lot and being the same identical land which was conveyed by Milton S. Sandell, Jr. to J. H. Young by deed dated August 13th 1947, and recorded in Volume 131 page 199 of the Deed Records of Brazos County,Texas, to which deed and its record reference is here made.

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 R. D. Sanders, his heirs and assigns forever and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said R. D. Sanders, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand this 25th day of Oct. 1951.

55¢ Revenue Stamp affixed and duly cancelled. Milton S. Sandell, Jr.

THE STATE OF TEXAS}
COUNTY OF BRAZOS } BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Milton S. Sandell, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 25th day of Oct. A.D. 1951.

Guy H. Deaton Notary Public in and for
(SEAL) Brazos County,Texas.

The foregoing is a true copy of the original instrument which was filed for record on the 26th day of Oct. A.D. 1951 at 3:25 o'clock p.m. and duly recorded on the 27th day of Oct. A.D. 1951 at 9:15 o'clock a.m. to which I certify

A. D. Syptak, C.C.C.B.C.
Eva Fields Deputy

THE STATE OF TEXAS}
COUNTY OF BRAZOS } KNOW ALL MEN BY THESE PRESENTS: That Lenore Steen, and husband Odell Steen, of Moargan, Texas; Marie Campbell and husband, Randolph Campbell of Morgan, Texas; Henry J. Kurten of Kurten, Texas; Charley Kurten of Kurten, Texas; John Kurten of Whitney, Texas; Freddie Kurten of Kurten, Texas, of the County of -
State of for and in consideration of the sum of Ten and No/100 ($10.00) and other good and valuable considerations, to us in hand paid by Rudolph Kurten and Mildred Roemhildt the receipt of which is hereby acknowledged have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Rudolph Kurten and Mildred Roemhildt of the County of Brazos, State of Texas

all that certain tract, piece or parcel of land lying and being situated in Brazos County, Texas and being more particularly described as follows:
Being 64.58 acres of land out of the Isaiah Curd Survey, Abstract #11 Brazos County,Texas, and being all of the Oscar Kurten 192 acre tract conveyed to him by deed dated January 11, 1906, from Henry Kurten et ux and being of record in Volume 26, page 345 Deed Records of Brazos County,Texas; SAVE AND EXCEPT 96.87 acres conveyed to Henry Kurten by Charlie Kurten, et al, Dated September, 1951, And all of that part of the Oscar Kurten 192.00 acre tract conveyed to Milton Kurten by deed dated January 30, 1951, Recorded in Volume 148, Page 71, Deed Records of Brazos County,Texas; It being the intention of this Deed to convey 64.58 acres of land.

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 Rudolph Kurten and Mildred Roemhildt, their heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said Rudolph Kurten & Mildred Roemhildt, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness our hands this 22nd day of October, A.D. 1951.

Lenore Steen
Odell Steen
Charley Kurten
John Kurten
Randolph Campbell
Marie Campbell
Henry J. Kurten
Freddie Kurten

THE STATE OF TEXAS}
COUNTY OF BRAZOS } BEFORE ME, the undersigned, a Notary Public, in and for Brazos County,Texas, on this day personally appeared Henry J. Kurten, Charley Kurten, and Freddie Kurten, all single - known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 22nd day of October A.D. 1951.

Will Presnal
(SEAL) Notary Public Brazos Co.

THE STATE OF TEXAS}
COUNTY OF BOSQUE } BEFORE ME, the undersigned authority, on this day personally appeared Randalph Campbell and Marie Campbell his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said wife, having been examined by me privily and apart from her husband, and having the same fully explained to her, acknowledged such instrument to be her act and deed and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this 22nd day of October, 1951.

Frank Frazier (Frank Frazier)
(SEAL) Notary Public Bosque County,Texas.

THE STATE OF TEXAS|
COUNTY OF BOSQUE | BEFORE ME, the undersigned, a Notary Public, in and for - County, Texas, on this day personally appeared Odel Steen and Lenora Steen, his wife both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Lenora Steen wife of the said Odel Steen having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Lenora Steen acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this 22nd day of October, A.D. 1951.

Frank Frazier (Frank Frazier)
(SEAL) Notary Public, Bosque County, Texas.

THE STATE OF TEXAS|
COUNTY OF HILL | BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John Kurten known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 22nd day of October, A.D. 1951.

Mrs. L. L. Seitz, Notary Public in and for
(SEAL) Hill County, Texas.

The foregoing is a true copy of the original instrument which was filed for record on the 26th day of Oct. A.D. 1951 at 4:30 o'clock p.m. and duly recorded on the 27th day of Oct. A.D. 1951 at 10:30 o'clock a.m. to which I certify

A. B. Syptak, C.C.C.B.C.
Essa Hilda Allen Deputy

THE STATEOF TEXAS|
COUNTY OF BRAZOS | WHEREAS, on the 20 day of April, 1951, J. E. Vincent and wife, Lela Vincent executed and delivered to Woodson Lumber Company their certain mechanic's and materialman's lien note for the sum ofSeven Thousand and No/100 Dollars, secured by a mechanic's lien on the following described real estate;

Lots 14 and 15 in Block 2, Midway Place Homesite Addition in the City of Bryan, Brazos County, Texas, according to the plat of said Addition duly recorded in the Deed Records of Brazos County, Texas.

And whereas said note has been credited with the sum of $2,500.00, the balance now due on same, $4,500.00 is transferred and assigned unto the Bryan Building and Loan Association, as hereinafter set forth.

Said mechanic's lien contract is recorded in Volume V, page 371 of the Mechanic's Lien Records of Brazos County, Texas, hereby referred to for all purposes.

And, whereas, the said note and lien is now the property of the undersigned, who is the legal holder and owner of same;

NOW, therefore, Know all men by these presents: That I, (or we), Woodson Lumber Company for and in consideration of the amount due thereon and One and No/100 Dollars to me in hand paid by Bryan Building and Loan Association have sold, assigned, transferred, set over, and conveyed, and do hereby sell, assign, transfer, set over, and convey without recourse to the said Bryan Building and Loan Association the said described mechanic lien note, together with said lien and all the title held by me in said

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

That we, Charlie Kurten, of Brazos County, Texas, Rudolph Kurten, of Grimes County, Texas, Mildred Roemhildt and husband, Clarence Roemhildt, of Elysian, Minnesota, John Kurten, of Hill County, Texas; Marie Campbell & Randolph Campbell; Lenora Steen and husband, Odell Steen, all of Bosque County, Texas, and Freddie W. Kurten of Brazos County, Texas, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other good and valuable considerations, to us paid, by Henry J. Kurten, as follows: all in cash, the receipt of which is acknowledged and confessed,

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Henry J. Kurten, of the County of Brazos, State of Texas, all that certain undivided interest owned by us in and to the following described tract of land situated in Brazos County, Texas, descended to us from our father, Oscar Kurten, deceased:

Being 96.87 acres of land, more or less, a part of and out of the ISIAH CURD LEAGUE, Abstract No. 11, in Brazos County, Texas, and being out of that certain 192 acre tract conveyed to Oscar Kurten by Henry Kurten et ux, by deed dated January 11, 1906, recorded in Vol. 26, page 345, of the deed records of Brazos County, Texas, and being 96.87 acres of land described as follows: BEGINNING at a stk. set in the NW line of State Highway No. 21, at the E. cor. of the 4/7th acre tract now the property of the Eichen Lodge No. 282 (O.D.H.S) THENCE N. 45 W. 70.2 vrs to stk. for corner at the N. cor. of said 4/7th acre tract; THENCE S. 45 W. 38.16 vrs to the W. cor. of said 4/7th Acre tract, said point being in the SW line of the above referred to 192 acre tract; THENCE N. 45 W. 1341.78 vrs. to stk. for cor; THENCE N. 45 E. 437.83 vrs. to stk. for cor. set in the NE line of said 192 acre tract; THENCE S. 45 E. 1146.7 vrs to stk. for cor. set at the N. cor. of the J. Koppe 10 acre tract (now owned by Gus Jop); THENCE S. 45 W. 197.28 vrs to stk. at the W. cor. of said 10 acre tract; THENCE S. 45 E. 149.04 vrs to stk. set at the N. cor. of the Masonic Lodge and Kurten School tracts; THENCE S. 45 W. 116.53 vrs. to stk. at the W. cor. of the Kurten School tract; THENCE S. 45 E. 119.08 vrs. to stk. set in the NW line of State Highway No. 21 at the S. cor. of the Kurten School tract; THENCE S. 48 W. with the NW line of said State Highway 85.86 vrs to the PLACE OF BEGINNING, and containing Ninety-Six and 87/100 (96.87) acres of land, more or less, according to survey made upon the ground by C. A. Bartholow, Surveyor, in July, 1951.

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 Henry J. Kurten, his heirs and assigns forever and do hereby bind heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Henry J. Kurten, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interest thereon are fully paid according to face and tenor, effect and reading, when this deed shall become absolute.

WITNESS our hands this 5th day of October, 1951.

Charlie Kurten
Rudolph Kurten
Mildred Roemhildt

Marie Campbell
Randolph Campbell
Lenora Steen
Odell Steen
Freddie W. Kurten

Clarence Roemhildt
John Kurten

$$1.65 Revenue Stamp Affixed and duly cancelled.

THE STATE OF TEXAS |
COUNTY OF BRAZOS |

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of September, A. D. 1951.

(SEAL) Jno M. Barron
Notary Public in and for Brazos County, Texas.

THE STATE OF TEXAS |
COUNTY OF HILL |

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of Nov. A. D. 1951.

(SEAL) Gus Boesch (Gus Boesch)
Notary Public in and for Hill County, Texas.

THE STATE OF TEXAS |
COUNTY OF GRIMES |

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the Sept. 26 A. D. 1951.

(SEAL) E. B. Watson
Notary Public in and for Grimes County, Texas.

THE STATE OF TEXAS |
COUNTY OF BRAZOS | Before me, Undersigned authority in and for said County and State on this day personally appeared Freddie W. Kurten known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 23rd day of November, A. D. 1951.

Victoria Dominik
(SEAL) Notary Public, Brazos County, Texas

THE STATE OF TEXAS |
COUNTY OF BOSQUE | BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Odell Steen and Lenora Steen, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consid-

eration therein expressed, and the said Lenora Steen, wife of the said Odell Steen, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Lenora Steen acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of Nov. A. D. 1951

(SEAL) George T. Day
GEORGE T. DAY
Notary public in and for County, Texas.
NOTARY PUBLIC - BOSQUE CO.

THE STATE OF TEXAS |
COUNTY OF BOSQUE |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Randolph Campbell and Marie Campbell, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Marie Campbell, wife of the said Randolph Campbell having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Marie Campbell acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of Nov. A. D. 1951

(SEAL) G. C. McGehee G. C. McGehee
Notary Public in and for Bosque County, Texas.

THE STATE OF MINNESOTA |
COUNTY OF LE SUEUR |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Clarence Roemhildt and Mildred Roemhildt, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for thepurposes and consideration therein expressed, and the said Mildred Roemhildt, wife of the said Clarence Roemhildt having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mildred Roemhildt acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of October A. D. 1951.

(SEAL) Wm. N. Kennedy,
Notary Public, Le Sueur County, Minn.
My commission expires June 30, 1956.

The foregoing is a true copy of the original instrument which was filed for record on the 15th day of December A. D. 1951, at 10 o'clock a.m. and duly recorded on the 17th day of December, A. D. 1951, at 3' 40 o'clock p.m. to which I certify.

A. B. Syptak, C. C. C. B. C.
Ola Mae Douglas Deputy (s)

Producers 88 Revised 8-61—(With Pooling Provision) TEXAS STANDARD FORM

OIL, GAS AND MINERAL LEASE

DATE RECEIVED 1-28-75

THIS AGREEMENT made this ..... day of ..... 19 ....., between

W. F. Odom, a Bachelor

96237

FILED FOR RECORD
DATE 1-23-1975
AT 11 O'CLOCK A M
FRANK BORISKIE,
BRAZOS COUNTY CLERK
BY Frank Boriskie

Lessor (whether one or more) whose address is Kurten, Texas

and Public Lands Exploration, Inc., 2995 L.B.J. Frwy., Dallas, Texas Lessee, WITNESSETH:

1. Lessor in consideration of Five and no/100 (& other good and valuable consideration) Dollars ($ 5.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Brazos County, Texas, to-wit:

all that certain

tract, tracts or parcels of land lying and being situated in the Francis Henderson League or Survey, in Brazos County, Texas, and being 217 acres of land, more or less, described in three tracts, two 50-acre tracts being described in a deed from W. E. Meredith et ux to Mrs. Emilie Jop, by instrument dated October 13, 1905, and recorded in Volume 30, page 136, Brazos County Deed Records, which is referred to in aid of description, and a 117 acre tract of land in said league fully described in a deed of trust recorded in Volume 13, page 123, Brazos County Deed of Trust Records, which is referred to for description, and all of said property being described and is the identical property as that contained in a deed from W. T. Franklin to N. B. Turnham, dated August 29, 1955 and of record in the office of the County Clerk of Brazos County, Texas, and described in a deed of trust from N. B. Turnham to W. S. Barron, Trustee, recorded in Volume 63, page 286, Brazos County Deed of Trust Records, which instruments are referred to in aid of description, intending herein to convey all three tracts totalling 217 acres of land, more or less,

AND , all that certain

those certain tracts or parcels of land lying and being situated in the I. Curd League in Brazos County, Texas, and being 19.32 acres, more or less, and being described as follows:

FIRST TRACT: Being 10 acres, more or less, described in a deed from Henry Kurten to Ella Kurten, dated September 3, 1903, recorded in Volume 26, Page 37, Deed Records of Brazos County, Texas;

SECOND TRACT: Being 7.8 acres, more or less, described in a deed from Freddie Herrling et al to Mrs. Ella Odom, dated July 5, 1924, recorded in Volume 64, Page 540, Deed Records of Brazos County, Texas;

THIRD TRACT: Being 1.52 acres, more or less, described in a deed from Mrs. Johnnie Koppe, feme sole, to Mrs. Ella Odom, dated July 5, 1924, recorded Volume 64, Page 541, Deed Records, Brazos County, Texas.

Reference is here made for all purposes to each aforementioned instrument and its record.

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... provided shall be treated for all purposes, except the

23

This lease excludes lignite coal and coal.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 236.32 acres, whether it actually comprises more or less.

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

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; while there is a gas or gas/condensate well on this lease, or on acreage pooled therewith, during or after the expiration of the primary term, but gas is not being sold or used, Lessee may pay or tender as royalty, by check or draft of Lessee, to the owner of such royalty, or to their credit in the depository bank named in the lease, on or before ninety days after the date on which said well is shut in and annually thereafter, a sum equal to the amount of annual rental payable in lieu of drilling operations during the primary term of this lease on the number of acres subject to this lease at the time such payment is made, and if such payment is made it will be considered that gas is being produced within the meaning of Paragarph 2 hereof; and (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur mined and marketed the royalty shall be fifty cents (50c) per long ton, Lessee shall have free use of oil, gas, coal, and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease, or any portion thereof as to oil and gas, or either of them, with other land, lease or leases in the immediate vicinity thereof to the extent, hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of 10% thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease, or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit. Lessee may at its election exercise its pooling option after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. Operations for drilling on or production of oil or gas from any part of the pooled unit composed in whole or in part of the land covered by this lease regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease, and the entire acreage constituting such unit or units, as to oil and gas or either of them as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them, shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis—that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit.

If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in The City National Bank at Bryan, Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of Eleven hundred eighty one & sixty/one-hundredth Dollars ($1181.60), (herein called rentals) which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. If prior to discovery of oil, gas or other mineral on said land or on acreage pooled therewith Lessee should drill a dry hole or holes thereon, or if after discovery of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of sixty days from date of completion of dry hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon

or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in or on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

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

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

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

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately, Failure of Lessee to reduce such rental paid hereunder shall not impair the right of Lessee to reduce royalties.

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

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

WITNESS:

W. F. Odom

Lessor.

Public Land Exp. Inc.

Lessee.

By

Agent.

THE STATE OF TEXAS
County of Brazos

Before me, the undersigned authority, on this day personally appeared W. F. Odom

known to me to be the identical person whose name are/is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 26th day of August A. D., 1974

Maudie A. Odom

Notary Public in and for Brazos County, Texas

THE STATE OF TEXAS
County of

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

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 for the purposes and consideration therein expressed. And the said , wife of having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this the day of A. D., 19

Notary Public in and for County, Texas

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110128 JUN 1 1976

FRANK BORSKE
County Clerk, Brazos County, Texas
By _____ Deputy

Date Recorded 6-3-76

RIDER

By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

CORRECTION Date: May 17, 1976

The attached oil and gas lease in lieu of and in correction of that certain oil and gas lease dated August 26, 1974 and recorded in Vol. 22, Page 171 of the mineral lease records of Brazos County, Texas in which a mineral lease was taken on a Producers Spbc. 88 and should have been taken on a Producers 88 with 640 acre pooling provision.

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

W. F. Odom
W. F. Odom a bachelor (Lessor)

_____
(Lessor)

_____
(Lessor)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared W. F. Odom, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this 20th day of May 1976.

My Commission Expires
June 1, 1977

Maudie A. Odom
Notary Public in and for Brazos County, State of Texas

HUSBAND AND WIFE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

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 _____ 1976.

My Commission Expires
_____

_____
Notary Public in and for Brazos County, State of Texas

(23)

(7-69)
Acres Pooling Provision
Bound Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 26th day of August 19 74, between W. F. Odom a bachelor

lessor (whether one or more), whose address is: Gen. Del, Kurten, Texas 77862, and Public Lands Exploration, Inc., 2995 LBJ Freeway, Dallas, Texas, lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

Description attached - 236.32 acres of land more or less

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 236.32 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 ~~ten (10)~~ five (5) 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 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 limitaton, 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 City National Bank at Bryan, Texas 77801, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $1181.60, 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.

W. F. Odom SS # [redacted]

STATE OF Texas
COUNTY OF Brazos

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared W. F. Odom a bachelor

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

Given under my hand and seal of office this 20th day of May, 1976.

My Commission Expires
June 1, 1977

Maudie A Odom
Notary Public in and for Brazos County, State of Texas

STATE OF
COUNTY OF

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day

known to me to be the person whose name is

executed the same as free act and

Given under my hand and seal of office this

My Commission Expires

STATE OF
COUNTY OF

XICO

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

VOL 22 PAGE 519

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

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

FILED

OIL, GAS AND MINERAL LEASE

At 10:30 O'clock A M

MAY 27 1977

THIS AGREEMENT made this 29th day of April 19 77 between Thomas E. Riley and wife, Inogene Riley

DATE RECORDED 5-5-77 124890

FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By [signature] Deputy

lessor (whether one or more), whose address is: , and Amalgamated Bonanza Petroleum Ltd, 10575 Katy Fwy, Houston, Tex 77024, lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

I. Curd Survey, Brazos County, Texas. 1/2 acre of land, more or less, fronting 105 feet on Hwy 21 and running back in a Northwesterly direction a distance of 210 feet, and is the same tract conveyed to R. T. Clift by Freddie C. Herrling by Deed and recorded in Vol. 198, page 131. Conveyed by deed from C. Lee Smith to Thomas E. Riley and wife Imogene Riley and recorded in Volume 295, page 402 of the Deed Records of Brazos County, Texas

RIDER: By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under, or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

Signed for identification [signature]

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 1/2 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 ~~XXXX~~ Five (5) 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 payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anhiversary 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 limitaton, 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 Total consideration paid in full ~~XXXXX~~ for a five year term, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ None, 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.

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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.

Thomas E. Riley
Thomas E. Riley

Imogene Riley
Imogene Riley

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF Texas HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF Brazos

Before me, the undersigned authority, on this day personally appeared Thomas E. Riley

and Imogene Riley 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 29th day of April, 19 77

My Commission Expires
6-1-77

Maudie A. Odom

Notary Public in and for Brazos County, State of Texas

Producers 88 (7-69)
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 Deputy County Clerk

When recorded return to

Pound Printing & Stationery Co., Houston, Texas

Matthie Olene
Olene Jay Spence
Cecilia Dr., Bryan

198-129 3 1

FILED FOR RECORD 5 O'CLOCK p.M., 18 DAY OF June,
19 59. RECORDED 10 O'CLOCK A. M. 22 DAY OF
June 19 59 TO WHICH I CERTIFY.

A. B. SYPTAK, C. C. C. B. C.

BY [signature] DEPUTY

198/131

125 WARRANTY DEED — TEXAS STANDARD FORM

The State of Texas, } **Know All Men by These Presents:**
County of BRAZOS

That I, F. C. HERRLING, NOT JOINED HEREIN BY MY WIFE BECAUSE THE HEREINAFTER DESCRIBED PROPERTY IS NO PART OF MY HOMESTEAD AND IS MY SEPARATE ESTATE,

of the County of BRAZOS, State of TEXAS, for and in consideration of the sum of

TEN AND NO/100 ($10.00) - - - - - - - - - - - - - - DOLLARS

to ME in hand paid by

R. T. CLIFT as follows:

IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

R. T. CLIFT

of the County of BRAZOS, State of TEXAS, all that certain

TRACT OR PARCEL OF LAND SITUATED IN THE ISAIAH CURD LEAGUE, BRAZOS COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF A 10-ACRE TRACT OF LAND CONVEYED TO HENRY KURTEN HERRLING AND FREDDIE C. HERRLING BY HENRY KURTEN AND WIFE BY DEED DATED JANUARY 11th, 1906, AND RECORDED IN VOLUME 32, PAGE 413, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND IS ALSO A PART OF A 2.92 ACRE TRACT RETAINED BY HENRY KURTEN HERRLING AND FREDDIE C. HERRLING WHEN THEY SOLD THE REMAINDER OF SAID 10-ACRE TRACT TO DR. W. F. ODOM, AND THE TRACT CONVEYED BY THIS DEED IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST CORNER OF SAID 10-ACRE TRACT ON THE WEST BOUNDARY LINE OF STATE HIGHWAY No. 21;

THENCE N 45 W 210 FEET TO STAKE FOR CORNER;

THENCE S 45 W 105 FEET TO STAKE FOR CORNER;

THENCE S 45 E 210 FEET TO STAKE ON THE WEST BOUNDARY LINE OF STATE HIGHWAY No. 21;

THENCE N 45 E 105 FEET TO THE PLACE OF BEGINNING, BEING A TRACT CONTAINING

198/131

ONE-HALF (1/2) ACRE, AND FRONTING 105 FEET ON STATE HIGHWAY 21, AND RUNNING BACK IN A NORTHWESTERLY DIRECTION A DISTANCE OF 210 FEET.

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

R. T. CLIFT, HIS

heirs and assigns forever and I do hereby bind MYSELF, MY heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

R. T. CLIFT, HIS

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS MY hand at BRYAN, TEXAS, this 18th day of JUNE, 19 59.

F. C. Herrling
(F. C. HERRLING)

Witness at request of Grantor

DOCUMENTARY 55 55

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared F. C. HERRLING known to me to be the person whose name IS subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of JUNE, A. D. 19 59.

(L. S.)

M. A. Bonnell
Notary Public in and for BRAZOS County, Texas

FILED FOR RECORD 3:30 O'CLOCK P M., 18 DAY OF June, 1959. RECORDED 10 O'CLOCK A.M. 22 DAY OF June 1959 TO WHICH I CERTIFY.

A. B. SYPTAK, C. C. C./B. C.

The State of Texas, } **Know All Men by These Presents:**
County of BRAZOS

That I, C. LEE SMITH, not joined herein by my wife because no part of the hereinafter described property is our homestead,

of the County of Brazos, State of Texas, for and in consideration of the sum of

- - - - - - - - -TEN AND NO/100 ($10.00) - - - - - - - - - - - DOLLARS
and other good and sufficient consideration,
to me paid, ~~xxxxxxxxxxxxxxxx~~ by

- - - -THOMAS E. RILEY and wife, IMOGENE RILEY, - - - - - - as follows:

IN CASH, the receipt of which is hereby acknowledged;

And the further consideration is the execution and delivery by the Grantees herein of their one certain Promissory Note in the sum of SEVENTEEN THOUSAND DOLLARS ($17,000.00) of even date herewith and bearing interest from date until maturity at the rate of 7-3/4% per annum, payable to the order of BRYAN BUILDING AND LOAN ASSOCIATION, at Bryan, Texas, for the reason that said Association has this day advanced to the Grantees herein $17,000.00 to be used and which has this day been used by the Grantees as part of the purchase price of the hereinafter described property. Said Note is payable in 300 monthly installments of $128.41 each, same including both principal and interest, and the first installment becoming due and payable on or before the 10th day of August, 1971, and a like installment becoming due and payable on or before the 10th day of each succeeding month thereafter until the entire principal sum, together with all interest due thereon, are paid in full; said Note provides for past-due interest, accelerated maturity, and the usual collection fees;

Said Note is additionally secured by a Deed of Trust of even date herewith from the Grantees herein to ALINE BROGDON, Trustee for the use and benefit of BRYAN BUILDING AND LOAN ASSOCIATION, Bryan, Texas, covering the hereinafter described property;

FILED
At 10 O'clock A M
JUN 29 1971
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By Gloria Taylor Deputy

61515

DATE RECORDED JUL 2 1971

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

- - - - THOMAS E. RILEY and wife, IMOGENE RILEY, - - - - - - - - - - -

of the County of Brazos, State of Texas, all that certain tract or parcel of land described as follows:

Being a part of a 10-acre tract of land in the ISIAH CURD LEAGUE, Brazos County, Texas, conveyed to Henry Kurten Herrling and Freddie C. Herrling by Henry Kurten and wife by Deed dated January 11, 1906, and recorded in Volume 32, page 413, Deed Records of Brazos County, Texas, and is also a part of a 2.92-acre tract retained by Henry Kurten Herrling and Freddie C. Herrling when they sold the remainder of said 10-acre tract to Dr. W. F. Odom, and the tract herein conveyed being more particularly described as follows:

BEGINNING at the East corner of said 10-acre tract on the West boundary line of State Highway No. 21;

THENCE N 45 W 210 feet to stake for corner;

THENCE S 45 W 105 feet to stake for corner;

THENCE S 45 E 210 feet to stake on the West boundary line of State Highway No. 21;

THENCE N 45 E 105 feet to the PLACE OF BEGINNING, and being a tract of land containing one-half (½) acre of land, fronting 105 feet on said State Highway No. 21 and running back in a Northwesterly direction a distance of 210 feet, and is the same tract conveyed to R. T. Clift by Freddie C. Herrling by Deed dated January 18, 1959, recorded in Volume 198, page 131, Deed Records of Brazos County, Texas; and being the same property described in a Deed from R. T. Clift, et ux, to C. Lee Smith, dated December 5, 1970, recorded in Volume 291, page 117, Deed Records of Brazos County, Texas, to all of which reference is here made for all purposes.

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

- - - - - THOMAS E. RILEY and wife, IMOGENE RILEY, their - - - - - - -

heirs and assigns forever and I do hereby bind myself, my - - - - - - - - - - -

heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

- - - - - THOMAS E. RILEY and wife, IMOGENE RILEY, their - - - - - - -

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note , and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS my hand at Bryan, Texas,

this 25th day of June, 19 71.

C. Lee Smith

C. Lee Smith

Witness at request of Grantor:

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared - - - - - - - - - - - - - C. LEE SMITH - - - - - - - - - - - - - - - - - -

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 25 day of June, A. D. 19 71.

NOTARY PUBLIC COUNTY OF BRAZOS TEXAS

Elizabeth A. Zemanek

Notary Public in and for Brazos County, Texas

VOL. 296 PAGE 413

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

POUND PRINTING & STATIONERY COMPANY
2323 FANNIN, HOUSTON, TEXAS 77002, (713) 659-3159

DATE RECORDED 6-3-77

OIL, GAS AND MINERAL LEASE

124750

THIS AGREEMENT made this 23rd day of April 19 77, between Robert Wayne Rosier and wife, Kathy Suzanne Rosier

FILED FOR RECORD
DATE 4-29-77
AT 10:45 O'CLOCK A M

lessor (whether one or more), whose address is: Gen. Del, Kurten, Texas 77862 and Amalgamated Bonanza Petroleum Ltd, 10575 Katy Fwy, Houston, Tex 77024 lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

I. Curd Survey, Brazos County, Texas. 0.3775 acres of land, more or less, surveyed May, 1976, by Donald W. Bockman, Reg. Public Surveyor. Conveyed by deed from Larry Hawley West and wife, Mary Jane West, to Robert Wayne Rosier and wife, Kathy Suzanne Rosier and recorded in Volume 367, page 732 of the Deed Records of Brazos County, Texas and being part of the tract of land conveyed by R. T. Clift to Larry West described in the deed recorded in Vol. 286, page 248.

RIDER: By the use of the term "other minerals" as specified in the attached sheet, or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under, or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

Signed for identification Maurice Cohen

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 0.3775 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 ~~XXXXX~~ Five (5) 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 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 Total consideration paid in full ~~XXXXXX~~, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ None, 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.

(25) IA

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.

Robert Wayne Rosier
Robert Wayne Rosier

Kathy Suzanne Rosier
Kathy Suzanne Rosier

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF Texas
COUNTY OF Brazos

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Robert Wayne Rosier and Kathy Suzanne Rosier 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 24th day of April, 19 77.

My Commission Expires
6-1-77

Maudie A. Odom

Notary Public in and for Brazos County, State of Texas

Producers 88 (7-69)
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, Deputy

County Clerk

When recorded return to

Pound Printing & Stationery Co., Houston, Texas

Maudie Odom
'22

A-101—WARRANTY DEED—With Vendor's Lien, Single, Wife's Separate and Joint Acknowledgments. MARTIN Stationery Co., Dallas

THE STATE OF TEXAS, } Know All Men By These Presents:
COUNTY OF BRAZOS

DATE RECORDED 5-22-70

53667

FILED FOR RECORD
DATE 5-21-1970
AT 10:30 O'CLOCK A M
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY Daisy R. McGlaun

That R. T. CLIFT and wife, ELSIE CLIFT

of the County of Brazos, State of Texas for and in consideration of

the sum of

----------TEN AND NO/100 ($10.00)---------- DOLLARS,
and other good and sufficient consideration, CASH in hand paid by
LARRY HAWLEY WEST and wife, MARY JANE WEST
xxxx

IT IS UNDERSTOOD AND AGREED that a Vendor's Lien is retained for the Grantor to secure Grantees in the performance of the debt assumption recited herein. Failure to pay Hazel Herrling or her assigns will mature said Vendor's Lien so retained and make it subject to foreclosure, subject to and subservient to the primary liens described above. In the event the note due Hazel Herrling is paid as agreed in this assumption, then the Vendor's Lien retained for the Grantor herein shall be of no further force and effect and will automatically become released and null and void upon the payment of said note as agreed. But it is understood that this does not affect the lien of Hazel Herrling in any manner as set out in its Deed of Trust or any other instrument which is the basis of said Deed of Trust.

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

LARRY HAWLEY WEST and wife, MARY JANE WEST, their

heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said

LARRY HAWLEY WEST and wife, MARY JANE WEST, their

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

Witness our hands at Bryan, Brazos County, Texas this 14th day of May, A.D. 19 70.

Witnesses at Request of Grantor:

R. T. Clift

R. T. CLIFT

Elsie Clift

ELSIE CLIFT

THE STATE OF TEXAS,
COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared R. T. Clift and wife, Elsie Clift

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 14th day of May, A.D. 19 70.

Gloria J. Weichert

Notary Public, Brazos County, Texas

My Commission Expires June 1, 19 71

COUNTY OF BRAZOS TEXAS

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Vol 367 Page 732

NOTICE Prepared by the State Bar of Texas for use by Lawyers only. *To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law. No "standard form" can meet all requirements.*

WARRANTY DEED WITH VENDOR'S LIEN

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

That WE, LARRY HAWLEY WEST and wife, MARY JANE WEST,

of the County of Brazos and State of Texas for and in consideration of the sum of TEN AND NO/100 ($10.00) ---------- DOLLARS and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged, and the further consideration of the sum of SEVENTEEN THOUSAND EIGHTY AND NO/100 ($17,080.00) DOLLARS, as is evidenced by the execution and delivery by Grantees of their one certain promissory note in said sum of $17,080.00, of even date herewith, and bearing interest from date until maturity at the rate specified therein, payable to the order of Bryan Building & Loan Association and providing for acceleration of maturity in event of default and for attorney's fees, and the Grantors herein here now transfer and assign all right, title and interest they have in and to said land, by virtue of said lien and note, unto the said Bryan Building & Loan Association, said association having paid them said sum of $17,080.00,

FILED
At 3:50 O'clock P M
FEB 17 1977
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By Carol Sandel Deputy

121554

DATE RECORDED 2-22-77

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to ALINE BROGDON, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

ROBERT WAYNE ROSIER and wife, KATHY SUZANNE ROSIER,

of the County of Brazos and State of Texas, all of the following described real property in Brazos County, Texas, to-wit:

All that certain tract or parcel of land lying and being situated in the ISAIAH CURD LEAGUE, Abstract No. 11, Brazos County, Texas, and being part of the tract of land conveyed by R. T. Clift to Larry West described in the deed recorded in Volume 286, page 248 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

(continued)

(Continued)

BEGINNING at the chain-link fence corner found marking the south corner of the beforementioned Larry West tract in the northwest right-of-way line of State Highway No. 21;
THENCE N 45° 21' 40" W along the chain-link fence found marking the southwest line of the beforementioned Larry West tract for a distance of 106.00 feet to a chain-link fence corner found for corner;
THENCE N 45° 00' 00" E across the beforementioned Larry West tract for a distance of 155.13 feet to a chain link fence corner post found for corner;
THENCE S 45° 21' 40" E along a chain-link fence for a distance of 106.00 feet to a chain-link fence corner found for corner in the beforementioned northwest right-of-way line of State Highway No. 21;
THENCE S 45° 00' 00" W along the beforementioned northwest right-of-way line of State Highway no. 21 for a distance of 155.13 feet to the PLACE OF BEGINNING, containing 0.3775 acres of land, more or less, surveyed May, 1976, by Donald W. Bockman, Registered Public Surveyor.

This conveyance is made subject to all recorded easements and restrictions affecting the use and occupancy of the property above described.

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 grantees, their heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 17th day of February, A.D. 1977.

Larry Hawley West
LARRY HAWLEY WEST

Mary Jane West
MARY JANE WEST

(Acknowledgment)

THE STATE OF TEXAS }
COUNTY OF BRAZOS }

Before me, the undersigned authority, on this day personally appeared LARRY HAWLEY WEST and wife, MARY JANE WEST,

known to me to be the person s whose name s are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 17TH day of February, A. D. 1977.

Notary Public in and for Brazos County, Texas.

(Acknowledgment)

THE STATE OF TEXAS }
COUNTY OF }

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

known to me to be the person ..... whose name ..... subscribed to the foregoing instrument, and acknowledged to me that ..... he ..... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of , A. D. 19

Notary Public in and for County, Texas.

(Acknowledgment)

THE STATE OF TEXAS }
COUNTY OF }

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

known to me to be the person ..... whose name ..... subscribed to the foregoing instrument, and acknowledged to me that ..... he ..... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of , A. D. 19

Notary Public in and for County, Texas.

(Corporate acknowledgment)

THE STATE OF TEXAS }
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared
of ,
a corporation , known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the day of , A. D. 19

Notary Public in and for County, Texas.

ISAIAH GURD
A-11
TURNER
E. SEALE
D. B. POSEY
J. A. RHODES
A. E. PHELPS
H. A. ADAMS
H. G. CATL
JOSHUA SEALE
H. R. CARTMELL
A-87
JOHN W. STEWART
A-212
HARDIN
Allcorn
Sand
17
18
19
20
29
36
54-48

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Prod. 88 Spec.

DATE RECORDED 1-28-75

OIL AND GAS LEASE

KINGSLEY BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 30th day of August, 19 74 by and between

Eugene M. Beard and wife Marguerite B. Beard 06213

FILED FOR RECORD
DATE 1-23-75
AT 11 O'CLOCK A M
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY Flora L. Stepp

of 3108 Cavitt, Bryan, Texas 77801, hereinafter called lessor (whether one or more) and

Public Lands Exploration, Inc., 2995 LBJ Freeway

of Dallas, Texas, hereinafter called lessee:

WITNESSETH, That the lessor, for and in consideration of $5.00 and other consideration DOLLARS

($ 5.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Brazos, State of Texas described as follows, to-wit:

FIRST TRACT:
Being all that certain tract or parcel of land situated in the I. Curd Headright in Brazos County, Texas, and being more particularly described as follows:
COMMENCING at the Southwest corner of a ten acre tract deed by H. Kurten to Ella Kurten;
THENCE run Southwest 208 vrs and corner;
THENCE run Northwest 272 vrs. and corner;
THENCE run Northwest 208 vrs. and corner;
THENCE run Southeast 272 vrs. to the place of beginning, containing 10 acres of land.

SECOND TRACT:
Being all that certain tract or parcel of land lying and being situated in the I. Curd League in Brazos County, Texas, and more fully described as follows:
BEGINNING at the East corner of a 10 acre tract of land conveyed to Mrs. Pearl Kurten Buchanan by deed dated 1904 and recorded in Vol. 26, pg. 105, Deed Records of Brazos County, Texas, a corner post for corner;
THENCE, N. 45 W. 123½ ft. from the beginning point of this conveyance;
THENCE N. 45 E 551.5 ft. and corner a fence corner as corner;
THENCE N. 45 W. 600 ft. and corner a fence corner for corner;
THENCE S. 45 W. 1490.5 ft. and corner a post in the N. W. line of Public Road;

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THENCE S. 70 E. about 150 ft. and corner a stake in said N. W. line of said Public Road;
THENCE, N. 45 E. approximately 850 ft. and corner the N. corner of said 10 acre tract;
THENCE S. 45 E. 454.2 ft. to beginning, containing 10 acres of land, more or less, as per actual survey made upon the ground by C. A. Bartholow, surveyor, and being the same land conveyed by Mrs. Johnnie Koppe to W. H. Buchanan by deed dated March 19, 1947.

(24) (25) (123)

of Section _____ Township _____ Range _____ and containing 20 acres, more or less.

It is agreed that this lease shall remain in force for a term of 5 years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling for oil or gas, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises; and drilling operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If oil or gas shall be discovered and produced from any such well or wells drilled or being drilled at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas shall be produced from the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. To pay the lessor one-eighth, at the market price at the well for the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the City National Bank at Bryan, Texas, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One hundred ($100.00) DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and terminate. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

The undersigned, lessors, for themselves, their heirs and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, in so far as said rights of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

Eugene McBeath _____ (SEAL)
Marguerite B. Beath _____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

VOL 22 PAGE 92

STATE OF Texas
COUNTY OF Brazos } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of August, 19 74, personally appeared Eugene M. Beard

and wife Marguerite B. Beard, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires June 1, 1975

Maudie A. Graham
Notary Public

State of Texas
County of Brazos } ss.

The foregoing instrument was acknowledged before me this 30th day of August 1974 by Eugene M. Beard and wife Marguerite B. Beard

Witness my hand and official seal.

My Commission Expires:

June 1, 1975

Maudie A. Graham
Notary Public

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of A. D. 19

(SEAL)

Notary Public.

My Commission expires

No.
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 Volume Page of the records of this office.
County Clerk.
By
Deputy.
When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

352

RIDER

By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

CORRECTION Date: May 17, 1976

The attached oil and gas lease in lieu of and in correction of that certain oil and gas lease dated August 30, 1974 and recorded in Vol. 22, Page 90 of the mineral lease records of Brazos County, Texas in which a mineral lease was taken on a Producers Sphc. 88 and should have been taken on a Producers 88 with 640 acre pooling provision.

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

Eugene M. Beard (Lessor)

Marguerite B. Beard (Lessor)

(Lessor)

FILED
At 11:45 O'clock A M
JUN 4 - 1976
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By Jane Moore Deputy

INDIVIDUAL ACKNOWLEDGMENT 110309

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that ___ executed the same as ____ free act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____ 1976.

My Commission Expires

_____

Notary Public in and for Brazos County, State of Texas

Date Recorded 6-8-76

HUSBAND AND WIFE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Eugene M. Beard and Marguerite B. Beard 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 3rd day of June 1976.

My Commission Expires

June 1, 1977

Maudie A. Adams
Notary Public in and for Brazos County, State of Texas

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

VOL 22 PAGE 568

Form Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 30th day of August 19 74, between

Eugene M. Beard and wife Marguerite B. Beard

lessor (whether one or more), whose address is: 3108 Cavitt, Bryan, Texas 77801

and Public Lands Exploration, Inc., 2995 LBJ Freeway, Dallas, Texas, lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

FIRST TRACT: Being all that certain tract or parcel of land situated in the I. Curd Headright in Brazos County, Texas, and being more particularly described as follows: COMMENCING at the Southwest corner of a ten acre tract deed by H. Kurten to Ella Kurten; THENCE run Southwest 208 vrs and corner;
THENCE run Northwest 272 vrs and corner;
THENCE run Northwest 208 vrs. and corner;
THENCE run Southeast 272 vrs. to the place of beginning, containing 10 acres of land

SECOND TRACT:
Being all that certain tract or parcel of land lying and being situated in the I. Curd League in Brazos County, Texas, and more fully described as follows: BEGINNING at the East corner of a 10 acre tract of land conveyed to Mrs. Pearl Kurten Buchanan by deed dated 1904 and recorded in Vol. 26, pg. 105, Deed Records of Brazos County, Texas, a corner post for corner, containing 10 acres of land, more or less, as actual survey made upon the ground by C. A. Bartholow, surveyor, and being the same land conveyed by Mrs. J. Koppe to W. H. Buchanan by deed dated March 19, 1947. 129-292

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 20 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 ~~XXXX~~ five (5) 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 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 limitaton, 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 City National Bank at Bryan, Texas 77801, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $100.00, 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.

Eugene M. Beard

Marguerite B. Beard

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF Texas

COUNTY OF Brazos

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Eugene M. Beard and Marguerite B. Beard 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 3rd day of June, 19 76

My Commission Expires June 1, 1977

Maudie A. Odom

Notary Public in and for Brazos County, State of Texas

VOL 22 PAGE 569

Oil

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

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

OIL, GAS AND MINERAL LEASE

FILED
At 10:30 o'clock AM
MAY 31 1977

THIS AGREEMENT made this 29th day of April, 1977, between Larry H. West, and wife Mary Jane West

FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By Lesley Klein Deputy

DATE RECORDED 5-5-77 124891

lessor (whether one or more), whose address is: Gen. Del, B Kurten, Texas 77862, and Amalgamated Bonanza Petroleum Ltd, 10575 Katy Fwy, Houston, Tex 77024 lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

I. Curd Survey, Brazos County, Texas. All the land between the Robert Rosier home and the R. T. Clift 1/2 acre on the Southwest and the northeast, and between the Mrs. Ella Odom land and State Highway 21 on the the northwest and the southeast, and being the same property described in a deed from Hazel Herrling, a feme sole to R. T. Clift and wife, Elsie Clift, dated August 17, 1967, and recorded in Vol. 264, Page 11, Deed Records of Brazos County, Texas, SAVE AND EXCEPT the homesite sold to Robert Rosier.

RIDER: By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under, or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

Signed for identification Maudie Odom

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 2 acres 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 ~~XXXXX~~ Five (5) 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 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 limitaton, 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 Total consideration paid in full ~~XXXXX~~ for a five year term, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ None, 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.

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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.

Larry West
Larry H. West

Mary Jane West
Mary Jane West

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF Texas

COUNTY OF Brazos

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Larry H. West and Mary Jane West 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 30th day of April, 1977

My Commission Expires
6-1-77

Maudie A. Adams
Notary Public in and for Brazos County, State of Texas

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

No.

Oil, Gas and Mineral Lease

FROM

TO

Dated, 19

No. Acres

Term

This instrument was filed for record on the

day of, 19, at

o'clock M., and duly recorded in

Book, Page

of the records of this office.

County Clerk

By, Deputy

When recorded return to

Pound Printing & Stationery Co., Houston, Texas

Maudie Adams

180—WARRANTY DEED (WITH VENDOR'S LIEN) TEXAS STANDARD FORM

The State of Texas, } **Know All Men by These Presents:**
County of BRAZOS

That I, HAZEL HERRLING, a feme sole,

of the County of Brazos, State of Texas, for and in consideration of the sum of

TEN AND NO/100 ($10.00) - - - - - - - - - - - DOLLARS

and other good and sufficient consideration to me paid, ~~xxxx

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

R. T. CLIFT and ELSIE CLIFT, their

heirs and assigns forever and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said R. T. CLIFT and ELSIE CLIFT, their

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note , and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS my hand at Bryan, Texas,

this 17th day of August, 19 67.

Hazel Herrling
(Hazel Herrling)

Witness at request of Grantor:

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared HAZEL HERRLING, a feme sole,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of August, A. D. 19 67.

(L. S.)

Anne Drogdon
Notary Public in and for Brazos County, Texas

VOL 264 PAGE 12

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

VOL 27 PAGE 468

POUND PRINTING & STATIONERY COMPANY
2323 FANNIN, HOUSTON, TEXAS 77002, (713) 659-3159

OIL, GAS AND MINERAL LEASE

FILED
At 8 O'clock P M
AUG 22 1977
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By Frank Boriskie Deputy

THIS AGREEMENT made this 29th day of April 19 77, between General Telephone Company of the Southwest

DATE RECORDED 8-25-77 NO. 150711

lessor (whether one or more), whose address is: P. O. Box 1001, San Angelo, Texas 76901 and Amalgamated Bonanza Petroleum Ltd, 10575 Katy Fwy, Houston, Tex 77024 lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, ~~sulphur and all other minerals (whether or not similar to those mentioned)~~, together with the right to make surveys on said land, ~~lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto.~~ The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

I. Curd Survey, Brazos County, Texas. 0.16 acres of land, more or less, convoyed by deed from H. E. West and wife, Helen S. West to The Southwestern States Telephone Company, and recorded in Vol. 246, page 51 of the Deed Records of Brazos County, Texas

RIDER: By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under, or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

Notwithstanding anything herein contained to the contrary, Lessee shall have no right of ingress or egress to the lands covered hereby, for any purpose. Nor shall Lessee have any rights hereunder to conduct any operations thereon.

Signed for identification Maudie Adam

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 0.16 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 ~~XXXX~~ Five (5) 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 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 limitaton, 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 Total consideration paid in full XXXXX for a five year term, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ None, 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.

26 31

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 minerals~~, 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 enumerate 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.

ATTEST:

Secretary

GENERAL TELEPHONE COMPANY
OF THE SOUTHWEST

By: F. M. Mallory
Vice President

APPROVED AS TO FORM
PCH
LAW DEPT.

STATE OF _____
COUNTY OF _____

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_____

STATE OF _____
COUNTY OF _____

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_____

STATE OF _____
COUNTY 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_____

Producers 88 (7-69)
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.

County Clerk

By_____, Deputy

When recorded return to

Pound Printing & Stationery Co., Houston, Texas

TEXAS

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS, X

COUNTY OF Tom Green X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared FRANK M. MALLORY Vice President - Network Engineering & Construction, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GENERAL TELEPHONE COMPANY OF THE SOUTHWEST a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of July A. D. 19 77.

NOTARY PUBLIC (SEAL) COUNTY OF TOM GREEN

My Commission Expires November 30, 1978

Jeanne Johnson

Jeanne Johnson
Notary Public in and for Tom Green County, Texas

I, D. W. FLYNN, do hereby certify that I am the duly elected and acting Secretary of GENERAL TELEPHONE COMPANY OF THE SOUTHWEST, a Delaware corporation, and that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of General Telephone Company of the Southwest at a meeting of said Board held in Dallas/Fort Worth Airport, Texas, on the 22nd day of July, 1977, as the same appears of record in the Minute Book of such Corporation, and that the same has not been amended, rescinded or repealed:

RESOLVED, That the officers of the Corporation be, and they are hereby, authorized to negotiate an Oil, Gas and Mineral Lease on that certain tract of land located in the County of Brazos, State of Texas, more particularly described as follows, to wit:

I. Curd Survey, Brazos County, Texas. 0.16 acres of land, more or less, conveyed by deed from H. E. West and wife, Helen S. West to The Southwestern States Telephone Company, and recorded in Vol. 246, page 51 of the Deed Records of Brazos County, Texas,

with such potential Lessees and upon such terms as to them may appear acceptable; and they are further authorized and directed to execute and deliver such Leases and other instruments as may, from time to time, appear to them to be expedient in the administration of the mineral estate in connection with such realty.

FILED
At ___ O'clock ___ M
AUG 2 1977
FRANK BORISKIE
County Clerk, Brazos County, Texas
By ___ Deputy

~~130711~~

DATE REC
8-22-1977

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this 29th day of July, 1977.

D. W. Flynn
D. W. FLYNN

CORPORATE SEAL (1977)

SUBSCRIBED AND SWORN TO BEFORE ME, this 29th day of July,

Jeanne Johnson
Jeanne Johnson
Notary Public in and for
Tom Green County, Texas.

PUBLIC · STATE OF TEXAS · COUNTY OF

My Commission expires
December 30, 1978

C-107 WARRANTY DEED—With Single, Joint and Wife's Separate Acknowledgments Martin Stationery Co., Dallas

THE STATE OF TEXAS, } KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZOS

That We, H. E. WEST and wife, HELEN S. WEST,

of the County of Brazos State of Texas, for and in consideration of

the sum of

- - - - - - - - - - -TEN AND NO/100 ($10.00) - - - - - - - - - - DOLLARS,
and other good and valuable consideration, Cash

to us in hand paid by THE SOUTHWESTERN STATES TELEPHONE COMPANY, a corporation, the receipt of which is hereby acknowledged,

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
THE SOUTHWESTERN STATES TELEPHONE COMPANY
~~of the County of~~ , ~~State of~~ , all that certain tract or parcel of land lying and being situated in the I. CURD LEAGUE, Brazos County, Texas, also being part of the 26.09 acre tract conveyed to H. E. West by Lawless by deed recorded in Volume 173, page 579, of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod at a fence corner marking the most westerly corner on Highway 21 of said 26.09 acre tract;

THENCE N 44° 47' E along the southeast line of Texas State Highway No. 21 for a distance of 50.0 feet to an iron rod for corner;

THENCE S 45° 22' E for a distance of 141.87 feet to an iron rod for corner;

THENCE S 44° 38' W for a distance of 50.0 feet to an iron rod for corner at a fence corner, same being an interior corner of said 26 .09 acre tract;

THENCE N 45° 22' W along a fence line, same being a boundary line of said 26.09 acre tract, for a distance of 142.0 feet to the PLACE OF BEGINNING, containing 0.16 acres of land, more or less, as surveyed on the ground January 13, 1965, by B. J. Kling, Registered Public Surveyor.

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

THE SOUTHWESTERN STATES TELEPHONE COMPANY, its successors ~~heirs~~ and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said THE SOUTHWESTERN STATES TELEPHONE COMPANY, its successors ~~heirs~~ and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness our hand s at Bryan, Texas
this 1ST day of JANUARY, A. D. 1965.

Witnesses at Request of Grantor:

H. E. West
H. E. WEST

Helen S. West
HELEN S. WEST

DOCUMENTARY
UNITED STATES INTERNAL REVENUE
1.10 ONE DOLLAR TEN CENTS

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared H. E. West and Helen S. West, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Helen S. West wife of the said H. E. West having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Helen S. West acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of May, A. D. 1965.

(L. S.)

NOTARY PUBLIC IN AND FOR
BRAZOS COUNTY, TEXAS

FILED FOR RECORD 3:45 O'CLOCK P. M. 3 DAY OF May, 19 65. RECORDED 10:00 O'CLOCK A. M. 4 DAY OF May 19 65 TO WHICH I CERTIFY.

A. B. SYPTAK, C. C. C. B. C.

BY Ola Mae Douglas DEPUTY

The State of Texas,
County of B R A Z O S.

Know all Men by These Presents:

WHEREAS, on the 11th day of February, A. D. 19 65, HERBERT E. SCHLEIDER and wife, BERNICE SCHLEIDER, did execute one certain note, described as follows:

Being for the principal sum of $4,000.00, dated February 11, 1965, bearing interest and payable to the order of H. & A. Construction Company on or before six months after date,

and which said note is set out and described in a certain Mechanic's Lien Contract executed by Herbert E. Schleider and wife, Bernice Schleider, to H. & A. Construction Company and recorded in volume 23, page 257, records of Mechanic's Lien Contracts of Brazos County, Texas, and secured by the Mechanic's lien therein expressed, on the following described lot, or parcel of land, situated in the County of Brazos, State of Texas, to-wit:

Being a part of Lots Number Two (2) and Fifty-seven (57) of the Garden Acres Addition to the City of Bryan, Brazos County, Texas, and described by metes and bounds, as follows: BEGINNING at a point in the West line of Inwood Drive, said point being 105 feet Northeast from the most Southerly corner of Lot 2; THENCE, in a Northwesterly direction 132 feet to a point, an iron pipe on the property line between Lots 2 and 57, 95 feet SW from the most Northerly corner of Lot 2, the most Easterly corner of Lot 57; THENCE in a Northeasterly direction 91 feet to a point, an iron pipe 27.2 feet NW from the most Northerly corner of Lot 2, the most Easterly corner of Lot 57, the South side of Edgewood Drive; THENCE, in a Southwesterly direction at 27.3 feet the most Northerly corner of Lot 2, the most Easterly corner of Lot 57, in all 120.3 feet to a point, the beginning of a curve the center of which bears SW 34 feet; THENCE around said curve 66 feet to point in the West line of Inwood Drive; THENCE in a Southwesterly direction along the most SE property line of Lot 2, the West line of Inwood Drive, 54.6 feet to the PLACE OF BEGINNING, all according to the plat of said Garden Acres Addition duly recorded in Volume 116, page 231, Deed Records of Brazos County, Texas, and being the same identical property heretofore conveyed by Elbert P. Creech et ux to Herbert E. Schleider and wife, Bernice Schleider, by deed dated October, 1957, recorded in Volume 185, page 145, Deed Records of Brazos County, Texas.

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

VOL 24 PAGE 668

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 14th day of December, 1976, between David B. Kehlenbrink and Barbara Kehlenbrink

118949

FILED FOR RECORD
DATE 12-17-76
AT 3:15 O'CLOCK PM
FRANK DORISKIE
BRAZOS COUNTY CLERK
BY Barbara Gillebeau

DATE RECORDED 12-21-76

lessor (whether one or more), whose address is: Route 2, Box 164B, Bryan, Texas 77801

and Amalgamated Bonanza Petroleum Ltd, 2055 S Gessner, Houston, Tex 77063 lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

I Curd League, Brazos County, Texas Less than 1 acre of land conveyed by deed from Fritz Kindt to David B. Kehlenbrink and wife Barbara Kehlenbrink and recorded in the Deed Records of Brazos County, Texas in Volume 276, page 305

RIDER: By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

SIGNED FOR IDENTIFICATION: Maudie Odom

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 less than 1 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 Five (5) 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 payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anhiversary 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 limitaton, 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 Total consideration paid in full. Bank at, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ None, 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.

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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.

David B. Kehlenbrink
David B. Kehlenbrink

Barbara Kehlenbrink
Barbara Kehlenbrink

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF Texas

COUNTY OF Brazos

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared David B. Kehlenbrink and Barbara Kehlenbrink 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 15th day of December, 19 76

My Commission Expires
6-1-77

Maudie A. Adam
Notary Public in and for Brazos County, State of Texas

Producers 88 (7-69)
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.

County Clerk

By, Deputy

When recorded return to

Adams

Pound Printing & Stationery Co., Houston, Texas

VOL 24 PAGE 669

3.50

150—WARRANTY DEED (WITH VENDOR'S LIEN) 276/30 SD TEXAS STANDARD FORM

The State of Texas, } **Know All Men by These Presents:**
County of B R A Z O S

That I, FRITZ KINDT, Individually and as sole beneficiary under the Will of my deceased wife, ADELEA KINDT, who died in Bryan, Texas, February 13, 1965, leaving a written Will duly probated and recorded in Volume 32, Page 516 of the Probate Minutes of Brazos County, Texas, **joined herein by Charles E. Kindt and Mrs. Alma K. Holden, all** of the County of B r a z o s State of T e x a s for and in consideration

of the sum of FOURTEEN THOUSAND and No/100 - - - - - - - - - - - - - - - - - -

- ($14,000.00) - - - - - DOLLARS

to me paid, and secured to be paid, by DAVID B. KEHLENBRINK and BARBARA

KEHLENBRINK - as follows:

The sum of $4,000.00 is this day paid cash in hand, receipt of which is hereby acknowledged and confessed, and the balance of the consideration in the sum of $10,000.00 is evidenced by one (1) certain promissory vendor's lien note of even date herewith with interest thereon from date until paid at the rate specified in said note payable to the Bryan Building & Loan Association, Bryan, Texas, or order, in monthly installments as set forth in said note, said note being executed by David B. Kehlenbrink and Barbara Kehlenbrink, said note being payable to said Bryan Building and Loan Association at the request of the grantor and the grantees since said Bryan Building and Loan Association has advanced to the grantees said sum of $10,000.00 this day to pay off and discharge to the grantor, the unpaid purchase money, and the vendor's lien is hereby TRANSFERRED AND ASSIGNED by the grantor, to said Bryan Building and Loan Association. Said note is additionally secured by a Deed of Trust of even date herewith executed by the said David B. Kehlenbrink and Barbara Kehlenbrink to Aline Brogdon, Trustee, for the use and benefit of said Bryan Building and Loan Association;

45549

FILED
At 4 O'clock P M
FEB 21 1969
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By Mattie Fitzwick Deputy

DATE RECORDED 2-25-69

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

DAVID B. KEHLENBRINK and wife, BARBARA KEHLENBRINK

of the County of B r a z o s State of T e x a s all that certain two (2) tracts or parcels of land, together with the improvements situated thereon lying, being and situated in the I. CURD LEAGUE, in Brazos County, Texas, and being described as follows:

FIRST TRACT:

Being off of the Northeast end of a tract of one (1) acre which was conveyed to Mrs. Annie Conrad by W. A. Lawless, et ux, by deed dated September 17, 1952, and recorded in Volume 150 at Page 531 of the Deed Records of Brazos County, Texas, the portion hereby conveyed being described as follows:

BEGINNING at the most northerly corner of said one acre tract a stake in the SE line of State Highway No. 21;

THENCE, S. 50 E. with the northeast line of said one acre run 142.1 feet and corner with the west corner of said one acre;

THENCE, S. 50 W. with the southeast line of said one acre, run 153 feet and corner in said line;

THENCE, N. 50 W. and parallel with the first call run a distance of 142.1 feet and corner in the SE line of said Highway;

THENCE, with the last named line run a distance of 153 feet to the PLACE OF BEGINNING, containing one-half (1/2) acre of land, more or less, and being the same land conveyed to Mrs. Clara Schmidt Dyer by Mrs. Annie Conrad by deed dated August 17, 1955, recorded in Vol. 179, Page 460 of the Deed Records of Brazos County, Texas, and being the same land conveyed by Mrs. Clara Schmidt Dyer to Fritz Kindt and wife, Adelea Kindt, by deed dated February 14, 1957, recorded in Vol. 179, Page 469 of the Deed Records of Brazos County, Texas..

SECOND TRACT:

Being a portion of a one (1) acre tract which was conveyed to Mrs. Annie Conrad by W. A. Lawless, et ux by deed dated September 17th, 1951, and recorded in the Deed Records of Brazos County, Texas, in Volume 150 at page 531, the portion hereby conveyed being described as follows:

BEGINNING at a point in the east line of State Highway No. 21, which stake is 153 feet from the most northerly corner of said one acre tract and is also the westerly corner of a one half acre tract which was conveyed by Mrs. Annie Conrad to Mrs. Clara Dyer;

THENCE with the line of said highway run S. 56 W. a distance of 45 feet and corner in said line;

THENCE, S 50 E. parallel with the northeasterly line of said one acre, run 142.1 feet and corner in the southeasterly line of said one acre;

THENCE, N. 56 E. with the last named line run 45 feet and corner in said line with the southerly corner of said Dyer tract;

THENCE, N. 50 W. with the Dyer line run 142.1 feet to THE PLACE OF BEGINNING, and being the identical land conveyed to Fritz Kindt by Mrs. Annie Conrad, a widow, by deed dated February 25, 1957, recorded in Volume 179, Page 536 of the Deed Records of Brazos County, Texas.

Reference is here made to the said deeds and the records thereof for descriptive purposes.

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 DAVID B. KEHLENBRINK and wife, BARBARA KEHLENBRINK, their heirs and assigns forever and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said DAVID B. KEHLENBRINK and wife, BARBARA KEHLENBRINK, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien in favor of Bryan Building & Loan Association is retained against the above described property, premises and improvements, until the above described note , and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS my hand at Bryan, Brazos County, Texas, this 21 day of February 19 69.

Fritz Kindt
FRITZ KINDT

Charles E. Kindt

Mrs. Alma K. Holden

Witness at request of Grantor:

VOL. 276 PAGE 307

SINGLE ACKNOWLEDGMENT 226/305 3

THE STATE OF TEXAS,
COUNTY OF B R A Z O S

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared FRITZ KINDT, CHARLES E. KINDT & MRS. ALMA K. HOLDEN known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21 day of February A. D. 19 69.

W. T. McDONALD (L. S.)

W. T. McDonald
Notary Public in and for B r a z o s County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

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to face and tenor, effect and reading, whenthis deed shall become absolute.

Witness my hand at Bryan,Texas, this 21st. day of May,A.D. 1919.

Tom Williams.

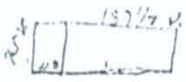
The State of Texas. I
County of Brazos. I Before me, the undersignedauthority, in and for Brazos County Texas, on this day personally appeared Thomas Williams, known to me to be the personwhose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 21st. day of May, A.D. 1919.

(SEAL) J.G.Minkert, Notary Public, Brazos County,Texas.

A true copy of the original filed on the 12th.day of Sept. A.D. 1919 at 11 o'clockA.M. and duly recorded on this the 12th.day of September, A.D. 1919 at 1:35 o'clock P.M. To which I certify.

H.O.Ferguson. C.C.C.B.C.
By Mary Barrow Deputy.



The State of Texas. I
County of Brazos. I Know all men by these presents, That we, W.H.Buchanan, and Wife Mrs. Pearl Buchanan.of the County of Brazos,State of Texas, for and in consideration of the sum of One Thousand ($1000.00) Dollars, to us paid and secured to be paid by James Lang, as follows: Two Hundred ($200.00) Dollars to us cash in handpaid the receipt of which is hereby acknowledged and the sum of eight hundred ($800.00) Dollars secured to be paid as evidenced by four certain vendor's lien notes of even date herewith each for the sum of two hundred ($200.00) Dollars and due and payable on November 1st, 1919, 1920, 1921, and1922 respectively, each of said notes providing for interest fromdate until paid at the rate of eight per cent per annum, interest payable annually as it accrues. Both principal and interest payable at Bryan,Texas, and each of said notes providing that failure to pay either of said notes or any installment of interest when due shall at the election of the holder of them mature all of said notes, and providing that if same are not paid when due and same shall be placed in the hands of an attorney for collection or if collected by suit or through the Probate Court, ten per cent shall be added to the amount of principal and interest then due as attorney's fees.

have Granted,Sold and Conveyed, and by these presents do Grant,Sell and Convey unto the said James Lang, of the County of Brazos,State of Texas, all that certain tract or parcel of land lying and being situated in the Isaah Curd League in Brazos County, Texas, and being situated in Kurten Texas, and being more particularly described as follows:-

Beginning at a stake set on the North west line of a 2½ acre tract conveyed by C.A. - Buchanan to W.H.Buchanan,(of which 2½ acre tract this tract is a portion) said stake being N.45 E. 40 varas from the North corner of a one acre tract of land conveyed by Henry Kurten to Tryon Hall Co-operative Association,- Thence; N.45 E. 147½ varas and corner, a stake set in the South-west line of a tract of land owned by Mrs. Johnnie Koppe;

Thence; S.45 E. with Mrs. Koppe(s line to the East corner of said two and one half acre tract;-

Thence; S.45 W. with the South west line of said two and one half acre tract, 146½ varas and corner a stake for corner;

Thence; N.49 W. to the place of beginning, and being a portion of said two and one half acre tract of land conveyed by C.A.Buchanan to W.H Buchanan, by deed dated October 23rd. 1905. and recorded in Volume 26, page 338, records of deeds of Brazos County, Texas, to which deed and its record reference is here made.

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 James Lang, his heirs and assigns forever, and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said. James Lang his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and stipulated that the Vendors Lien is retained against the above described property, premises and improvements,until the above described notes,and all interest thereon, are fully paid according to their face and tenor, effect and reading, when this deed shall become absolute.

Witness our hands at Kurten, Texas, this 21st.day of July, A.D 1919.

One Dollars Revenue Stamps Affixed and duly cancelled.

W.H.Buchanan.

Pearl Buchanan.

The State of Texas. I
County of Brazos. I Before me, the undersigned authority, in and for Brazos County, Texas, on this day personally appeared W.H.Buchanan, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 21st. day of July,A.D. 1919.

(SEAL) Aug. Prinzel,Notary Public, Brazos County,Texas.

The State of Texas. I
County of Brazos. I Before me, the undersigned authority, inand for Brazos County, Texas, on this day personally appeared Mrs. Pearl Buchanan,wife of W.H.Buchanan, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me, privily and apart from her husband,and having the same fully explained to her, she the said Mrs. Pearl Buchanan, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressedand that she did not wish to retract it.

Given under my hand and seal of office, this 21st. day of July,A.D. 1919.

(SEAL) Aug. Prinzel, Notary Public, Brazos, County,Texas.

A true copy of the original filed on the 12th. day of September, A.D 1919 at 8:30 o'clock A.M. and duly recorded on this the 12th. day of September, A.D. 1919 at 2:20 o'clock P.M. To which I certify.

H.O.Ferguson. C.C.C.B.C.

By Mary Barkas. Deputy.

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

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 25th day of January 19 77, between James Lang and wife, Pearl Lang

DATE RECORDED 1-27-77 120534

FILED FOR RECORD on 1-26-77 at 10:15 o'clock A M
FRANK DONISKIE
BRAZOS COUNTY CLERK
By Barbara Kohlenberg

lessor (whether one or more), whose address is: Rt. 2, Bryan, Texas 77801 and Amalgamated Bonanza Petroleum Ltd, 2055 S. Gessner, Houston, Tex 77063 lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

I Curd Survey, Brazos County, Texas. 2 acres of land, more or less, conveyed by deed from W. H. Buchanan and wife, Pearl Buchanan and recorded in Vol. 49, page 245 of the Dedd Records of Brazos County, Texas and being a part of a 2½ acre tract conveyed by C. A. Buchanan to W. H. Buchanan.

RIDER: By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.
SIGNED FOR IDENTIFICATION: Maudie Adams

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 2 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 ~~XXXXXX~~ Five (5) 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 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 limitaton, 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 Total consideration paid in full Bank at , or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ None, 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.

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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.

James Lang
James Lang

Pearl Lang
Pearl Lang

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF Texas

COUNTY OF Brazos

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared James Lang and Pearl Lang 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 January, 19 77.

My Commission Expires
6-1-77

Maudie A. Adams

Notary Public in and for Brazos County, State of Texas

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

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 22nd day of April, between Harold V. Dittfurth and wife, Janet L. Dittfurth

FILED FOR RECORD
DATE 4-25-77
AT 3:00 O'CLOCK P M
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY Donna Cook

124534

DATE RECORDED 4-26-77

lessor (whether one or more), whose address is: Route 2, Box 164A, Bryan, Texas 77801 and Amalgamated Bonanza Petroleum Ltd, 10575 Katy Fwy, Houston, Tex 77024 lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

I. Curd Survey, Brazos County, Texas. A rectangular tract of land 100 feet wide and 208 1/3 feet long, and being the same property described in a Deed from Pamela Maurene Lang Guerrero, et al, to Raymond D. Sandel, et ux, dated Sept. 14, 1973, recorded in Vol. 320, page 770, Deed Records of Brazos County, Texas. Conveyed by Deed from Duwayne Sandel(a/k/a Raymond D. Sandel) and wife, Carol J. Sandel to Harold V. Dittfurth and wife, Janet L. Dittfurth and recorded in Vol. 356, page 788.

RIDER: By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under, or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

Signed for identification Maurice Carson

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 less than 1 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 ~~XXXX~~ Five (5) 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 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 limitaton, 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 Total consideration paid in full ~~XXX~~ Bank at, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ None, 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.

P/o 28 [redacted] aka Tr. J

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.

Harold V. Dittfurth

Harold V. Dittfurth

Janet L. Dittfurth

Janet L. Dittfurth

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____.

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____.

STATE OF Texas HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF Brazos

Before me, the undersigned authority, on this day personally appeared Harold V. Dittfurth and Janet L. Dittfurth 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 23rd day of April, 1977.

My Commission Expires 6-1-77

Maudie A. Odom

Notary Public in and for Brazos County, State of Texas.

Producers 88 (7-69) 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.

County Clerk

By, Deputy

When recorded return to

Pound Printing & Stationery Co., Houston, Texas

Maudie Odom

250

Vol 26 Page 245

The State of Texas, } **Know All Men by These Presents:**
County of BRAZOS

That we, PAMELA MAUREEN LANG GUERRERO of McLennan County, Texas; RAYMOND IAN LANG of Greene County, Missouri; and ANN CARTER LANG, same being Shirley Ann Lang,

of the County of Travis, State of Texas, for and in consideration of the sum of

- - - - - - - - - TEN AND NO/100 ($10.00) - - - - - - - - - - - - DOLLARS and other good and sufficient consideration,
to us paid, ~~and xxxxxxxxxxxxxx~~ by

- - - - - -RAYMOND D. SANDEL and wife, CAROL J. SANDEL, - - - as follows:

IN CASH, the receipt of which is hereby acknowledged;

And the further consideration is the execution and delivery by the Grantees herein of their one certain Promissory Note in the sum of SEVEN THOUSAND DOLLARS ($7,000.00) of even date herewith and bearing interest from date until maturity at the rate of 9% per annum, payable to the order of JAMES LANG and wife, PEARL LANG, at Bryan, Texas, for the reason that they have this day advanced to the Grantees herein $7,000.00 to be used and which has this day been used by the Grantees as part of the purchase price of the hereinafter described property. Said Note is payable in 40 quarterly installments of $267.26 each, same including both principal and interest, and the first installment becoming due and payable on or before three months after Grantees' house in Roundrock, Texas, is sold, and quarterly thereafter until said Note is paid in full; and said Note provides for past due interest, accelerated maturity, and the usual collection fees;

Said Note is additionally secured by a Deed of Trust of even date herewith from the Grantees herein to W. S. BARRON, Trustee for the use and benefit of the said JAMES LANG and wife, PEARL LANG, covering the hereinafter described property;

FILED
At 10 O'clock A M
OCT 17 1973
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By Glenn Lehman Deputy

83546

DATE RECORDED 10-19-73

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

- - - - - RAYMOND D. SANDEL and wife, CAROL J. SANDEL, - - - - - - - -

of the County of Brazos, State of Texas, all that certain tract or parcel of land, lying and being situated in Brazos County, Texas, and being part of the ISAIAH CURD SURVEY, ABSTRACT NO. 11, and being more particularly described by metes and bounds as follows:

BEGINNING at a stake set for the North corner of the tract of approximately 1-8/10 acres described in a Deed from W. H. Buchanan and wife, Pearl Buchanan, to James Lang, dated July 21, 1919, recorded in Vol. 49, page 245, Deed Records of Brazos County, Texas, to which reference is hereby made;

THENCE S 45 E, a distance of 208-1/3 feet to stake for corner in the most easterly corner of said tract and in the northwest boundary line of the Bryan-Madisonville Public Road which is now Texas State Highway No. 21;

THENCE S 45 W, along the Southeast boundary line of said tract a distance of 100 feet to stake for corner;

THENCE N 45 W, a distance of 208-1/3 feet to stake for corner in the northwest boundary line of said tract;

(continued)

THENCE N 45 E, a distance of 100 feet to the PLACE OF BEGINNING, comprising a rectangular tract of land 100 feet wide and 208-1/3 feet long; and being the same property described in a Deed from James Lang, et ux, to Pamela Maureen Lang, et al, dated November 19, 1955, recorded in Volume 229, page 207, Deed Records of Brazos County, Texas, to which reference is here made for all purposes.

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

- - - - - - RAYMOND D. SANDEL and wife, CAROL J. SANDEL, their - - - -

heirs and assigns forever and we do hereby bind ourselves, our - - - - - - - - - -

heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

- - - - - - RAYMOND D. SANDEL and wife, CAROL J. SANDEL, their - - - -

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note , and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS our hands at Waco, Texas; Springfield, Missouri; and Austin, Texas,
this 14th day of September, 1973.

Witness at request of Grantor:

_____

_____

Pamela Maureen Lang Guerrero
Pamela Maureen Lang Guerrero

Raymond Ian Lang
Raymond Ian Lang

Ann Carter Lang
Ann Carter Lang

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF McLENNAN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared - - - - PAMELA MAURENE LANG ~~GUERRERO~~ - - - - Guerrero known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that She executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of October A. D. 19 73.

Juanita Janek (JUANITA JANEK)
Notary Public in and for McLennan County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TRAVIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared - - - - ANN CARTER LANG, - - - - known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that She executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12 day of October A. D. 19 73.

Don R. McCullough
Notary Public in and for Travis County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF MISSOURI
COUNTY OF GREENE

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared - - - - RAYMOND IAN LANG, - - - - known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1 day of Oct A. D. 19 73.

(L. S.)

Rex J. Barr
Notary Public in and for Greene County, Mo.

842—The Odee Company, Publishers—Dallas

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the day of , A. D. 19 at o'clock M., and was duly recorded by me on the day of A. D. 19 in Vol. , page , of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.) County Clerk County, Texas

By....., Deputy.

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

THAT we, DUWAYNE SANDEL (a/k/a RAYMOND D. SANDEL) and wife, CAROL J. SANDEL, of the County of Brazos, State of Texas, for and in consideration of the following good and valuable considerations, paid and secured to be paid by HAROLD V. DITTFURTH, and wife, JANET L. DITTFURTH, as follows:

FIRST: The sum of TEN DOLLARS ($10.00) and other good and valuable considerations, CASH in hand paid, the receipt and sufficiency of which are hereby acknowledged.

SECOND: The sum of TWENTY ONE THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($21,900.00) CASH in hand paid, HOWEVER, said sum of $21,900.00 is paid to Duwayne Sandel and wife, Carol J. Sandel, by Community Savings and Loan Association, College Station, Texas, at the request of Harold V. Dittfurth and wife, Janet L. Dittfurth, and the receipt of same from said association is hereby acknowledged, and at the request of the Grantees herein, the Grantors retain a Vendor's Lien to secure Community Savings and Loan Association in the repayment of the following described note:

FILED
At 2:30 O'clock P M
JUL 29 1976
FRANK BORISKE
County Clerk, Brazos County, Bryan, Texas
By [illegible] Deputy

112799

DATE RECORDED 8-2-76

A note in the principal sum of Twenty One Thousand Nine Hundred and No/100 Dollars ($21,900.00) payable to the order of Community Savings and Loan Association, at its office in College Station, Texas, said note being of even date herewith executed by Harold V. Dittfurth and wife, Janet L. Dittfurth, and payable with interest at the rate of nine per cent (9%) per annum in equal monthly installments of $185.00 each, principal and interest, the first of which installments is due and payable on the first day of September, 1976, and the balance of which are due and payable on the first day of each succeeding month thereafter until all sums of principal and interest have been fully paid, said note providing for the payment of attorney's fees in a sum equal to ten per cent (10%) of the amount due thereon under the terms of a Deed of Trust which secures said note if placed in the hands of an attorney for collection, said note also providing for accelerated maturity as set out therein.

And the Grantors herein hereby transfer and assign to Community Savings and Loan Association the Vendor's Lien retained herein and all the equities, rights, claims or privileges which they have or may have by reason of said Vendor's Lien. The above described note is also secured by a Deed of Trust of even date

herewith executed by the Grantees herein to J. B. Hervey, Trustee, for the benefit of Community Savings and Loan Association.

THIRD: The sum of Six Thousand and No/100 Dollars ($6,000.00) as evidenced by one certain promissory note of even date herewith signed by the Grantees herein and payable to Grantors with interest at the rate of nine per cent (9%) per annum in equal monthly installments of $76.01 each, principal and interest, the first of which installments was due and payable on the first day of September, 1976, and the balance of which are due and payable on the first day of each succeeding month thereafter until all sums of principal and interest have been fully paid, said note further providing for the payment of attorney's fees in a sum equal to ten per cent (10%) of the amount due thereon and under the terms of a Deed of Trust which secures said note, if placed in the hands of an attorney for collection, said note also providing for accelerated maturity as set out therein. Said note is secured by a Vendor's Lien herein and is renewed and extended in said Deed of Trust, which Vendor's Lien and Deed of Trust are second and inferior to those set out in item "Second" above.

HAVE GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto the said HAROLD V. DITTFURTH and wife, JANET L. DITTFURTH, of the County of Brazos, State of Texas, all that certain tract or parcel of land lying and being situated in Brazos County, Texas, and being

> All that certain tract or parcel of land, lying and being situated in Brazos County, Texas, and being part of the ISAIAH CURD SURVEY, Abstract No. 11, and being more particularly described by metes and bounds as follows:
>
> BEGINNING at a stake set for the North corner of the tract of approximately 1 8/10 acres described in a Deed from W. H. Buchanan and wife, Pearl Buchanan to James Lang, dated July 21, 1919, recorded in Volume 49, page 245, Deed Records of Brazos County, Texas, to which reference is hereby made;
>
> THENCE S 45 E, a distance of 208 1/3 feet for corner in the most Easterly corner of said tract and in the Northwest boundary line of the Bryan-Madisonville Public Road which is now Texas State Highway No. 21;

THENCE S 45 W, along the Southeast boundary line of said tract, a distance of 100 feet to stake for corner;

THENCE N 45 W, a distance of 208 1/3 feet to stake for corner in the Northwest boundary line of said tract;

THENCE N 45 E, a distance of 100 feet to the PLACE OF BEGINNING, comprising a rectangular tract of land 100 feet wide and 208 1/3 feet long; and being the same property described in a Deed from Pamela Maurene Lane Guerrero, et al, to Raymond D. Sandel, et ux, dated September 14, 1973, recorded in Volume 320, page 770, Deed Records of Brazos County, Texas, to which reference is here made for all purposes.

This conveyance is subject to residential restrictions affecting the use and occupancy of said property as recorded, if any.

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 HAROLD V. DITTFURTH and wife, JANET L. DITTFURTH, their heirs and assigns, forever, and the said Grantors do hereby bind themselves, their heirs, executors and administrators, to Warrant and Forever Defend, all and singular, the said premises unto the said HAROLD V. DITTFURTH and wife, JANET L. DITTFURTH, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Liens are retained against the above described property, premises and improvements, until the above described notes and all interest thereon have been fully paid, according to their face and tenor, effect and reading, when this deed shall become absolute.

WITNESS OUR HANDS at College Station, Texas, this 28th day of July, 1976.

Duwayne Sandel
Duwayne Sandel

Carol J. Sandel
Carol J. Sandel

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared DUWAYNE SANDEL and wife, CAROL J. SANDEL, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th July, 1976.

NOTARY PUBLIC COUNTY OF BRAZOS, TEXAS

Notary Public in and for Brazos County, Texas

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

VOL 25 PAGE 610

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 28th day of February 19 77, between Mrs. Annie Conrad, a widow

FILED FOR RECORD
DATE 3-7-77
AT 11:30 O'CLOCK A M
FRANK DORISKIE
BRAZOS COUNTY CLERK
BY Barbara Gilbert

DATE RECORDED 3-8-77 122228

lessor (whether one or more), whose address is: Kurten, Texas 77862 and Amalgamated Bonanza Petroleum Ltd, 2055 S.Gessner, Houston, Tex 77063 lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

Isaih Curd Survey, Brazos County, Texas. 1 acre of land, more or less, conveyed by deed from W. A. Lawless and wife, Bessie Lawless to Mrs. Annie Conrad and recorded in volume 150, page 531 of the Deed Records of Brazos County, Texas

RIDER: By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under, or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

Signed for identification Maudie Odom

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 1 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 ~~XXXX~~ Five (5) 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 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 limitaton, 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 Total consideration paid in full ~~XXXXX~~, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ None, 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.

(29) 21 X

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.

Mrs Annie Conrad

Mrs. Annie Conrad

STATE OF Texas
COUNTY OF Brazos

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Mrs. Annie Conrad

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 1ST day of March, 19 77.

My Commission Expires
6-1-77

Maudie A. Adam

Notary Public in and for Brazos County, State of Texas

STATE OF
COUNTY OF

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

STATE OF
COUNTY 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

Producers 88 (7-69)
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.

County Clerk

By , Deputy

When recorded return to

Pound Printing & Stationery Co., Houston, Texas

VOL 25 PAGE 610

Maudie Adam

THE STATE OF TEXAS, |
COUNTY OF BRAZOS | BEFORE ME, F. L. Henderson, a Notary Public, in and for Brazos County, Texas, on this day personally appeared MINTON J. KELLY and TOMMYE KELLY, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said TOMMYE KELLY wife of the said MINTON J. KELLY having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said TOMMYE KELLY acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 28th day of Sept. A.D. 1951.

(SEAL) F. L. Henderson F. L. Henderson
NOTARY PUBLIC IN AND FOR BRAZOS COUNTY, TEXAS.

The foregoing is a true and correct copy of the original instrument which was filed for record on the 1st. day of October, A.D. 1951 at 5:00 o'clock p.m. and duly recorded on 2nd. day of October, A.D. 1951 at 8:30 o'clock a.m. to which I certify.

A. B. Syptak, C. C. C. B. C.
Ola Mae Dawson Deputy (d)

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

That we, W. A. Lawless and wife, Bessie Lawless, of the County of Brazos, State of Texas, for and in consideration of the sum of TEN & NO/100 DOLLARS, and other valuable considerations, to us in hand paid by Mrs. Annie Conrad, a widow, all in cash, the receipt of which is hereby acknowledged,-

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Mrs. Annie Conrad, of the County of Brazos, State of Texas, all that certain tract or parcel of land lying and being situated in the I. Curd League in Brazos County, Texas, and out of the W. A. Lawless 65 acre tract and more especially described as follows:

BEGINNING at a Post in the East side of State Highway No. 21, N.E. corner of Louis C. Klintworth tract and W. A. Lawless corner;

THENCE, N. 56 E. along the Highway 306.5 feet and corner a stake;

THENCE, S. 50 E. 142.1 feet and corner a stake;

THENCE, S. 56 W. 306.5 feet to Louis C. Klintworth corner;

THENCE, N. 50 W. 142.1 feet to the place of BEGINNING, containing one (1) acre of land, more or less, all as per actual survey made upon the ground by C. A. Bartholow,-

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 Mrs. Annie Conrad, her heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said Mrs. Annie Conrad, her heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness our hands at Bryan, Texas, this 17th day of September, A.D. 1951.

No Revenue Stamps required. W. A. Lawless
Bessie Lawless

THE STATE OF TEXAS, |
COUNTY OF BRAZOS | BEFORE ME, A Notary Public, in and for Brazos County, Texas, on this day personally appeared W. A. Lawless and Bessie Lawless, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Bessie Lawless wife of the said W. A. Lawless having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Bessie Lawless acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 18th day of September, A.D. 1951.

(SEAL) Bessie Crenshaw (Bessie Crenshaw)
A Notary Public in and for Brazos County, Texas.

The foregoing is a true and correct copy of the original instrument which was filed for record on the 1st. day of October, A.D. 1951 at 11:50 o'clock a.m. and duly recorded on the 2nd. day of October, A.D. 1951 at 8:55 o'clock a.m. to which I certify.

A. B. Syptak, C. C. C. B. C.
Ola Mae Douglas Deputy (d)

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

That we, RALPH EUGENE CARROLL and wife DOROTHY ANN CARROLL of the County of Brazos, State of Texas for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and sufficient consideration, CASH in hand paid by R. J. SALISBURY and wife ELEANOR JOYCE SALISBURY, the receipt of which is hereby acknowledged; and the further consideration of the ASSUMPTION and AGREEMENT by Grantees herein, to pay the balance due on one certain note in the original principal sum of $6,500.00, dated July 1, 1950, and executed by Ralph Eugene Carroll et ux, payable to the order of the BRYAN BUILDING AND LOAN ASSOCIATION, at Bryan, Texas, in monthly installments of $40.00 each, same including both principal and interest, with interest at the rate specified therein; and said note constituting a Vendor's Lien on said property given for part of the purchase money for said property and further and additionally secured by a Deed of Trust of even date therewith to Aline Brogdon, Trustee for the benefit of the said Association, duly recorded inVolume 41, page 149, Deed of Trust Records of Brazos County, Texas; and reference is here made to same and the record thereof in aid of description of said land, liens and obligation and the recitals therein contained.

The balance due on said note in the sum of $6,126.98.

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said R. J. SALISBURY and wife ELEANOR JOYCE SALISBURY of the County of Brazos, State of Texas all that certain tract or parcel of land lying and being situated in Brazos County, Texas, and being Lot No. TWENTY-FIVE (25) of the FULLER-HOLLIGAN SUBDIVISION, a part of Block One (1) of the W. S. Howell's Revised Watson Addition to the City of Bryan, Brazos County,Texas; and said tract of land being 50 feet by 128.4 feet, and fronting 50 feet on CAVITT AVENUE according to a plat of said Subdivision recorded in Volume 143, page 5, Deed Records of Brazos County, Texas; being the same property conveyed by J. W. Fuller to Ralph Eugene Carroll and Dorothy Ann Carroll by Deed dated July 1, 1950, and recorded in Volume 145, page 92, Deed Records of Brazos County,Texas; and reference is here made to said plat and deed and their

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

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 20th day of April 19 77, between Claude Brocksmith and wife, Alice K. Brocksmith

FILED FOR RECORD
DATE 4-28-77
AT 4:15 O'CLOCK P M
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY Jane Thane

DATE RECORDED 4-26-72

124374

lessor (whether one or more), whose address is: Gen. Del., Kurten, Texas 77862 and Amalgamated Bonanza Petroleum Ltd, 10575 Katy Fwy, Houston, Tex 77024 lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

I Curd Survey, Brazos County, Texas. 2 acres of land, more or less, conveyed by deed from Charlie Brocksmith and wife, Clara Brocksmith to Claude Brocksmith and recorded in Vol. 148, page 43 of the deed records of Brazos County, Texas; 1 acre of land, more or less, conveyed by deed from Louis C. Klintworth to Alice K. Brocksmith and recorded in Vol. 294, page 657 of the deed records of Brazos County, Texas

(Paragraph 2 ; delete 10 year term. This lease will remain in force until October 2, 1979. Total consideration paid in full for this term. No delay rentals. All other provisions remain the same.

RIDER: By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under, or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

Signed for identification Maudie Adams

W V
31 & 34

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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 3 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 XXXXXXXXXX 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 payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anhiversary 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 any interest under this lease (including, without limitaton, 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

Total consideration paid in full Bank at , or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of

$ None , 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.

Claude Brocksmith
Claude Brocksmith

Alice K. Brocksmith
Alice K. Brocksmith

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF Texas HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF Brazos

Before me, the undersigned authority, on this day personally appeared Claude Brocksmith and Alice K. Brocksmith 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 20th day of April, 1977.

My Commission Expires
6-1-77

Maudie A. Odom
Notary Public in and for Brazos County, State of Texas.

When recorded return to
Maudie Odom 3.50

By _____, Deputy

_____ County Clerk

of the _____ records of this office.

Book _____, Page _____

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

Term _____

No. Acres _____ County _____

Dated _____, 19___

FROM

TO

Oil, Gas and Mineral Lease

No. _____

Producers 88 (7-49)
With 640 Acres Pooling Provision

Pound Printing & Stationery Co., Houston, Texas

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The foregoing is a true and correct copy of the original instrument filed for record on the 21st day of February, A. D., 1951 at 3:50 o'clock p. m. and duly recorded on the 22 day of February, A. D., 1951 at 11:40 o'clock a. m. to which I certify.

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

Deputy

THE STATE OF TEXAS, |
COUNTY OF BRAZOS |

Know All Men by These Presents: 148/43 Deed

That We, Charlie Brocksmith and wife, Clara Brocksmith, of the County of Brazos, State of Texas for and in consideration of the sum of SIX THOUSAND & NO/100 DOLLARS to us paid, and secured to be paid, by Claude Brocksmith as follows:

The sum of ONE THOUSAND DOLLARS ($1,000.00) in cash, receipt of which is hereby acknowledged, and the balance as evidenced by one certain promissory note of even date herewith, executed by Claude Brocksmith and payable to the order of Charlie Brocksmith at Bryan, Texas, said note being for the principal sum of FIVE THOUSAND DOLLARS ($5,000.00) and being payable in ten (10) equal annual installments of $500.00 each, the first of said installments being due on or before October 1, 1951, and a like installment being due on or before the 1st day of each and every October thereafter until all of said installments shall have been paid; said note bears interest from date until paid at the rate of 4% per annum, interest payable October 1, 1951, and annually thereafter on each principal installment paying date; said note provides for the acceleration of maturity at the option of holder in event of failure to pay any installment of principal or interest when due and for the customary 10% attorneys fees in the event of the contingency named in said note,-

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Clause Brocksmith of the County of Brazos State of Texas all that certain tract or parcel of land lying and being situated in the I. Curd Headright League in Brazos County, Texas, and described as follows:

BEGINNING at the southeast corner of a 2 acre tract sold by R. H. Wilson to S. E. Taylor and wife and

THENCE run W. 34 (102') yards and corner;

THENCE, due north about 72 (216) yards to the S. E. corner of a two acre tract sold by H. Kurten to J. S. Edge, then sold to R. H. Wilson;

THENCE, along the east line of said 2 acre tract of land 87½ (262½') yards and corner;

THENCE, S. E. 70 (210') yards and corner; THENCE, S. W. 157½ (472½') yards to the place of BEGINNING, containing two (2) acres of land, more or less.

SAVE AND EXCEPT, however, from this conveyance that portion of said two acres conveyed by W. F. Odom to L. C. Klintworth and described in an instrument of record in Volume 78 page 285 of the Deed Records of Brazos County, Texas, and also that portion conveyed by Mrs. Ella Odom to the State of Texas, on October 1, 1930, by deed recorded on page 285 in Volume 78 of the Deed Records of Brazos County, Texas.

The above described property is the same property conveyed to Charlie Brocksmith by Pansy Odom by deed dated October 13, 1939, and recorded in Book 101 page 336 of the Deed Records of Brazos County, Texas, reference being made to said deed and its record.

The maker of the above described note agrees to keep the improvements on the above

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described property insured in some reliable insurance company against fire in an amount sufficient to cover the amount owing on said note or as near thereto as can be obtained, loss, if any, to be payable to the holder of said note as his interest may appear; failure to keep such insurance in force shall authorize the holder of said note to procure said insurance and pay the premium therefor and such premium shall be considered a debt owing on demand to the holder and shall stand secured by a vendors lien on the above described property in the same manner as said vendors lien note is secured.

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 Claude Brocksmith, his heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Claude Brocksmith, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS our hands at Bryan, Texas, this 18th day of January, 1951.

$6.60 Federal Stamp affixed and duly cancelled.

Charlie Brocksmith

Clara Brocksmith

THE STATE OF TEXAS, |
COUNTY OF BRAZOS |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Charlie Brocksmith and Clara Brocksmith, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Clara Brocksmith, wife of the said Charlie Brocksmith having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Clara Brocksmith acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26th day of January, A. D. 1951.

R. V. Armstrong

(SEAL)

Notary Public in and for Brazos County, Texas

The foregoing is a true and correct copy of the original instrument filed for record on the 22nd day of February, A. D., 1951 at 12:15 o'clock p. m. and duly recorded on the 22nd day of February, A. D., 1951 at 3:30 o'clock p. m. to which I certify.

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

Mrs J. Thurston Deputy (w)

THE STATE OF TEXAS, } **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BRAZOS

That I, LOUIS C. KLINTWORTH,

of the County of Brazos State of Texas, for and in consideration of

the sum of

----------TEN AND NO/100 ($10.00)---------- DOLLARS,
and other good and valuable consideration,
to me in hand paid by ALICE K. BROCKSMITH, the receipt of which is hereby acknowledged,

FILED
At 1:15 O'clock P M
60888 JUN 3 1971
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By [illegible] Deputy

DATE RECORDED JUN 4 1971

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
ALICE K. BROCKSMITH
of the County of Brazos, State of Texas, all that certain

lot, tract or parcel of land lying and being situated in Brazos County, Texas, and being one (1) acre of land, more or less, lying and being situated in the I. CURD LEAGUE, Brazos County, Texas, and being the same land described in a Deed from W. F. Odom et ux to Louis C. Klintworth et ux dated July 30, 1927, recorded in Volume 70, Page 414, Deed Records of Brazos County, Texas, to which instrument and its record reference is here made for all purposes.

There is retained to the Grantor herein a life estate in the above described property for and during his natural life.

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
ALICE K. BROCKSMITH, her
heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said ALICE K. BROCKSMITH, his
heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness my hand at Bryan, Brazos County, Texas
this 2nd day of June, A. D. 1971.

Witnesses at Request of Grantor:

Louis C. Klintworth
LOUIS C. KLINTWORTH

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SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Louis C. Klintworth

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 2 day of June, A.D. 19 71

(L.S.)

Notary Public, Brazos County, Texas
My Commission Expires June 1, 19 73.

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared ..... and ..... his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said ..... , wife of the said ..... having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said ..... acknowledged such instrument to be her act and deed and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This ..... day of ..... , A.D. 19 ....

(L.S.)

Notary Public, ... County, Texas
My Commission Expires June 1, 19.....

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared ..... , wife of ..... known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said ..... acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did

to Warrant and Forever Defend all and singular the said premises unto the said F. B. Kellett, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness my hand at Bryan, Texas, this 8th day of August A.D. 1927.

John M. Lawrence Jr.

The State of Texas|
County of Brazos | Before Me, R. V. Armstrong, a Notary Public in and for Brazos County, Texas, on this day personally appeared John M. Lawrence, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 9th day of August A.D. 1927.

R. V. Armstrong, a Notary Public in and for Brazos County, Texas.

(SEAL)

The above is a true copy of the original instrument which was filed for record on the 9th day of Aug. A.D. 1927 at 1:20 o'clock p.m. and duly recorded on the 9th day of Aug. A.D. 1927 at 1:20 o'clock p.m. to which I certify

A. S. McSwain, C. C. C. B. C.
Mrs L R Newton Deputy

1968

The State of Texas| 70/414 Deed
County of Brazos | Know all men by these presents: That I, W. F. Odom joined herein by my wife Ella L. Odom of the County of Brazos state of Texas for and in consideration of the sum of Seven Hundred and Fifty ($750.00) Dollars to us secured to be paid, by Louis C. Klintworth and wife Martha E. Klintworth as follows: Seven Hundred and Fifty ($750.00) Dollars evidenced by four promissory note of even date herewith note No. 1 being for $150.00 and notes 2-3 & 4 for $200.00 each executed by Louis C. Klintworth and wife due on or before August the 1st, 1928-9-1930 and 1931 and payable to the order of W. F. Odom, at Bryan, Brazos County, Texas bearing eight (8) per cent interest per annum from date until paid, interest due, and payable annually and providing for ten (10) per cent additional on amount of principal and interest then due as attorneys' fees if placed in the hands of an attorney for collection or in case suit is brought on same and failure to pay said notes, or any installment of int erest when due, shall at the option of the holder mature all of said notes,

have Granted, sold and conveyed, and by these presents do Grant, sell and convey, unto the said Louis C. Klintworth and wife Martha E. Klintworth of the County of Brazos State of Texas all that certain lot, tract or parcel of land lying and being situated in the I. Curd League in Brazos County, Texas, and being a part of a 2½ acre tract heretofore con eyed to H. F. Prinzel by Shadie Ann Lawless, et al, by deed dated 10th day of September A.D. 1901, and recorded in Vol 26, page 159, of the Deed Records of Brazos County, Texas, and being more particularly described by meets and bounds as follows, Beginning at the E. corner of said 2½ acre tract. Thence S. 42½ W. 210 feet and corner Iron pin set in S.E. line of said 2½ acre tract; Thence N 52 W. 210 feet and corner in the center of the Madisonville Public road; thence N 42½ E along center of said Public road 210 feet and corner in center of same; Thence, S. 52 E. along N. E. line of said 2½ acre tract 210 feet to the place of beginning containing one acre of land.

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 Louis C. Klintworth and wife Martha E. Klintworth their heirs and assigns forever; and we do hereby bind ourselves and our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Louis C. Klintworth and wife Martha E. Klintworth their heirs and

70/414

assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interest thereon are fully paid according to -- face and tenor, effect and reading, when this deed shall become absolute. All interlineations and erasures made before signing.

Witness our hands at Kurten, Texas, this 30th day of July A.D. 1927.

W. F. Odom

Ella L. Odom

The State of Texas|
County of Brazos | Before me, Lamar Bethea, a Notary Public in and for Brazos County, Texas, on this day personally appeared W. F. Odom known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 30th day of July AD. 1927.

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

The State of Texas|
County of Brazos | Before me, Lamar Bethea a Notary Public in and for Brazos County, Texas, on this day personally appeared Ella L. Odom wife of W. F. Odom known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her she the said Ella L. Odom acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 30th day of July A.D. 1927.

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

The above is a true copy of the original instrument which was filed for record on 9th day of Aug. A.D. 1927 at 3:10 o'clock p.m. and duly recorded on the 9th day of Aug. A.D. 1927 at 4:45 o'clock p.m. to which I certify

A. S. McSwain, C. C. C. B. C.

Mrs L P Newton Deputy

1970

The State of Texas|
County of Brazos | Know all men by these presents: That Cannie Burrell, and wife, of the County of Brazos, State of Texas, have and by these presents do grant, bargain, sell, convey, set over and assign and deliver unto Mrs. Edna Boyett LaHatte, Administratrix of the Estate of T. P. Boyett, Dec'd. the following towit:

One eighth (1/8) interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in Brazos County Texas, towit: All that certain tract or parcel of land in Brazos County, Texas, being part of the Samuel Davidson League; and described as follows: Being part of Lot No. 5 in the division of said League, said 100 acres of land to front on the Brazos River and run back N. E. far enough to make said 100 acres. Beginning at the upper corner of Lot No. 5 which is the lower corner of Lot No. 6, in the E. Bank of Brazos River; thence N 45 E. 808 vrs. to cor. and stake; thence S. 45 E. 620 vrs. to cor. and stake in the division line of Lots Nos. 4 & 5; thence S. 45 W 991 vrs. to the Brazos River; thence up the River with its meanders to the place of beginning, containing 100 acres of land more or less together with the right of ingress and egress at all times for the purpose of mining,

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 5th day of April 1977, between Margaret L. Jopp, widow of Hugo R. Jopp

123684 FILED FOR RECORD DATE 4-7-77 AT 12:25 O'CLOCK P M
FRANK BORISKIE BRAZOS COUNTY CLERK BY: Donna Park

DATE RECORDED 4-12-77

lessor (whether one or more), whose address is: Gen. Del, Kurten, Texas 77862 and Amalgamated Bonanza Petroleum Ltd, 2055 S.Gessner, Houston, Tex 77063 lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

I. Curd Survey, Brazos County, Texas. A tract of land 66 feet by 90 feet in dimensions and being the same identical land which was conveyed to W. H. Buchanan by Mrs. C. A. Buchanan and recorded in Vol. 26, page 338. Conveyed by deed from W. H. Buchanan and wife, Pearl Buchanan to Hugo R. Jopp and recorded in Vol. 121, Page 150 of the Deed Records of Brazos County, Texas

RIDER: By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under, or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

Signed for identification Maudie Odom

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 less than one 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 ~~ten (10)~~ Five (5) 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 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 limitaton, 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 Total consideration paid in full for ~~XXXX~~ five years, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ None, 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.

Margaret L Jopp
Margaret L. Jopp

STATE OF Texas
COUNTY OF Brazos

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Margaret L. Jopp

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 7th day of April, 1977.

My Commission Expires
6-1-77

Maudie A. Adam
Notary Public in and for Brazos County, State of

STATE OF
COUNTY OF

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

STATE OF
COUNTY 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

Maudie A Adam

Found Printing & Stationery Co., Houston, Texas

When recorded return to

By, Deputy

County Clerk

of the records of this office.

Book, Page

o'clock M., and duly recorded in

day of, 19, at

This instrument was filed for record on the

Term

County

No. Acres

Dated, 19

TO

FROM

Oil, Gas and Mineral Lease

No.

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

Vol 26 Page 135

2 >0

THE STATE OF TEXAS|
COUNTY OF BRAZOS | KNOW ALL MEN BY THESE PRESENTS: That I, W. H. Buchanan and wife, Mrs. Pearl Buchanan, of the County of Brazos State of Texas for and in consideration of the sum of Seven Hundred Fifty & No/100 Dollars to us in hand paid by Hugo R. Jopp as follows: all in cash, the receipt of which is hereby acknowledged,-
have Granted, sold and conveyed, and by these presents do Grant, Sell and convey, unto the said Hugo R. Jopp of the County of Brazos State of Texas all that certain tract or parcel of land lying and being situated in the I. Curd League in Brazos County, Texas, and more particularly described as follows:

BEGINNING at the N.E. corner of a one acre tract sold by Henry Kurten to Tryon Hall Cooperative Association;

THENCE N. 45 W. with said 1 acre tract, 90 feet and corner;

THENCE N. 45 E. 66 feet and corner;

THENCE S. 45 E 90 feet and corner; this corner being in the Madisonville Public Road;

THENCE S. 45 W. with said road to the place of BEGINNING, containing a tract of land 66 feet by 90 feet in dimensions and being the same identical land which was conveyed to W. H. Buchanan by Mrs. C. A. Buchanan, et vir. by a deed dated October 23rd, 1905, and recorded in Book 26, at page 338 of the Deed Records of Brazos County, Texas, to which deed and its record reference is here made for all purposes,-

The present fences are the boundary lines.

W.H. Buchanan
By Raymond B. Buchanan

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 Hugo R. Jopp, his heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Hugo R. Jopp, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands at Kurten, Texas, this 27th day of October, 1945.

$1.10 Revenue Stamp affixed and duly cancelled.

W. H. Buchanan
Mrs. Pearl Buchanan

THE STATE OF TEXAS|
COUNTY OF BRAZOS | BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. H. Buchanan and Mrs. Pearl Buchanan his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Mrs. Pearl Buchanan, wife of the said W. H. Buchanan having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mrs. Pearl Buchanan acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 27th day of October, A.D. 1945.

Lois P. Harriss (Lois P. Harriss)
Notary Public in and for Brazos County, Texas
My com expires June 1, 1947

(SEAL)

The foregoing is a true copy of the original instrument which was filed for record on

H81263D

the 5th day of Nov. A.D. 1945 at 11:30 o'clock a.m. and duly recorded on the 7th day of Nov. A.D. 1945 at 11 o'clock a.m. to which I certify

A. B. Syptak, C.C.C.B.C.
Mrs. L. H. Newton Deputy

THE STATE OF TEXAS |
COUNTY OF BRAzoS | KNOW ALL MEN BY THESE PRESENTS: That I, David Reid, of the County of Brazos State of Texas, for and in consideration of the sum of Ten & No/100 Dollars and other valuable considerations, to me in hand paid by Marie Haddad Serur, a widow, as follows:

all in cash, receipt of which is hereby acknowledged,-

have Granted, sold and conveyed, and by these presents do Grant, sell and convey, unto the said Marie Haddad Serur of the County of Brazos State of Texas, all those certain tracts or parcels of land lying and being situated in Brazos County,Texas, and more particularly described as follows:

FIRST TRACT: Lying and being situated in the City of Bryan, in Brazos County,Texas, and being Lot No. FOURTEEN (14) in the W. T. James Resubdivision, according to the Map of said Resubdivision,O and being the same land conveyed to David Reid by J.C.Goldsmith, by deed dated January 18, 1939, and recorded in Volume 99, page 12, of the Deed Records of Brazos County,Texas, to which deed reference is here made,-

SECOND TRACT: Lying and being situated in the City of Bryan, in Brazos County,Texas, and being a part of Lot 13 in the Re-Subdivision of part of W. T. James Addition to the City of Bryan, according to the map shown of record in Volume 74, page 459 of the Deed Records of Brazos County,Texas, and more particularly described as follows:

BEGINNING at a point in the north line of Caldwell Street and 10 feet S. 90 W. from the S.E. corner of said Lot 13;

THENCE N. 90 E. with the north line of Caldwell Street to the S.E. corner of Lot 13 and S.W.corner of Lot 14;

THENCE N. 13 W. following the west line of Lot 14 and E. line of Lot 13 a distance of 118.4 feet and corner at the N.W. corner of Lot 14 in N.E. corner of Lot 13;

THENCE, in a southerly direction and in a direct line to the place of BEGINNING, and being the same land conveyed to David Reid by E. C. Carlyle, et ux., by deed dated April 27, 1940, and recorded in Volume 103 page 306 of the Deed Records of Brazos County,Texas, to which deed reference is here made for all purposes,-

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 Marie Haddad Serur, her heirs and assigns forever and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Marie Haddad Serur, her heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand at Bryan, Texas, this 3rd day of November, 1945.

55c Revenue Stamp affixed and duly cancelled. David Reid

THE STATE OF TEXAS |
COUNTY OF BRAZOS | BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared David Reid known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 3 day of November, A.D. 1945.

DATE RECORDED 6-7-77

FILED FOR RECORD
DATE 6-2-77
11:45 O'CLOCK a.m.
FRANK BORSKIE
BRAZOS COUNTY CLERK
By Chryse Green

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

126281

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 24th day of May 19 77, between Charles Brocksmith and wife, Clara Brocksmith

lessor (whether one or more), whose address is: Kurten, Texas 77862

Amalgamated Bonanza Petroleum Ltd, 10575 Katy Fwy, Houston, Tex 77024, lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

T. Curd Survey, Brazos County, Texas. Two tracts of land containing 1/4 acre and 3/4 acre, more or less, conveyed by deed from Mrs. Minnie Conrad, Receiver, and recorded in Volume 159, page 384 of the Deed Records of Brazos County, Texas

RIDER: By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under, or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

Notwithstanding anything herein contained to the contrary, Lessee shall have no right of ingress or egress to the lands covered hereby, for any purpose. Nor shall Lessee have any rights hereunder to conduct any operations thereon.

Signed for identification Maudie Adams

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 1 acre 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 ~~XXXXX~~ Five (5) 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 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 Total consideration paid in full for ~~XXXXX~~ a five year term, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ None, 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.

33 Tr. L

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.

Charles Brocksmith
Charles Brocksmith

Clara Brocksmith
Clara Brocksmith

STATE OF _____
COUNTY OF _____

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_____

STATE OF _____
COUNTY OF _____

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_____

STATE OF Texas
COUNTY OF Brazos

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Charles Brocksmith and Clara Brocksmith 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 24th day of May, 19 77

My Commission Expires
6-1-77

Maudie A. Adams

Notary Public in and for Brazos County, State of Texas

Producers 88 (7-49)
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.

County Clerk

By Deputy

When recorded return to

Maudie Adams

Pound Printing & Stationery Co., Houston, Texas

THE STATE OF TEXAS |
COUNTY OF BRAZOS |

WHEREAS, by decree of the District Court of Brazos County, Texas, made and entered at the April Term, A. D. 1953, of said Court, to-wit: On the 10th day of June, A. D. 1953, in Cause No. 14661, on the Civil Docket of said Court, Styled Dorothy Lindsey, et al., vs. Mrs. Gussie Sabo, et vir, I, Mrs. Minnie Conrad, a widow, of Brazos County, Texas, was appointed Receiver to sell the hereinafter described real estate, which is also fully described in said decree; and

WHEREAS, pursuant to the terms of said decree, I sold said property on the 10th day of June, 1953, to Chas. Brocksmith of Brazos County, Texas, at private sale, for the sum of SIX THOUSAND DOLLARS ($6,000.00) in cash, which said sum of money was duly paid into Court by the said Chas. Brocksmith; and

WHEREAS, by decree of said Court made and entered in said cause on the 10th day of June, 1953, my report of said sale, which was duly filed in said cause on June 10th, 1953, was duly approved and confirmed by said Court and I was authorized and instructed by said decree to execute and deliver to said Chas. Brocksmith a good and valid deed to said property;

NOW, THEREFORE, I, the said Mrs. Minnie Conrad, as Receiver as aforesaid, and in obedience to said order of Court, to which reference is here made, in consideration of the premises and of the payment of said sum of SIX THOUSAND DOLLARS ($6,000.00) by the said Chas. Brocksmith in cash, as aforesaid, and the payment of which is hereby acknowledged, have this day GRANTED, SOLD AND CONVEYED, and by these presents do hereby GRANT, SELL AND CONVEY unto the said Chas. Brocksmith of Brazos County, Texas, the hereinafter specified property, to-wit:

Being all that certain two (2) tracts of land lying and being situated in the I. Curd League in Brazos County, Texas, and each tract being more particularly described by metes and bounds as follows, to-wit:

TRACT NO. 1: Being one-fourth (1/4) of an acre out of the Northwest half of said League, BEGINNING at a stake set in the Dividing line of said League 558 varas N. 45 E. from the West corner of the Lawless tract in said League;

THENCE, N. 45 W. 37½ varas, and corner a stake;

THENCE, N. 45 E. 37½ varas and corner a stake;

THENCE, S. 45 E. 37½ varas and corner a stake in the dividing line of said League;

THENCE, S. 45 W. 37½ varas with said half League line to the place of BEGINNING, containing One-Fourth (1/4) acre of land, more or less, and being the same lot or parcel of land described in a deed from H. Kurten to Tryon Hall Co-operative Association, dated the 25th day of February, A. D. 1890, and recorded in Volume 7 page 282 and 283 of the Deed Records of Brazos County, Texas;

SECOND TRACT: Being Three-Fourths (3/4) of an acre of land and BEGINNING at the West corner of the 1/4 acre described above;

THENCE, N. 45 W. 37½ varas and corner a stake;

THENCE, N. 45 E. 75 varas and corner a stake;

THENCE, S. 45 E. 75 varas and corner a stake in the dividing line of said league;

THENCE, S. 45 W. with said half league line 37½ varas and corner, with the East corner of the above described 1/4 acre tract;

THENCE, N. 45 W. 37½ varas and corner with North corner of said 1/4 acre tract;

THENCE, S. 45 W. 37½ varas to the place of BEGINNING, containing three-fourths (3/4) of an acre of land, and being the same lot or parcel of land heretofore conveyed to Tryon Hall Co-operative Association by H. Kurten, by deed dated the 19th day of January A. D. 1891, and

recorded in Volume 9 pages 124 and 125 of the Deed Records of Brazos County, Texas, to both of which said deeds reference is here made for further description of said two tracts of land,- and being the same identical lands conveyed to Otto Plagens by August Prinzel, et ux., by deed dated December 29th, 1928, and recorded in Volume 73 page 474, of the Deed Records of Brazos County, Texas, to which deed reference is here made for further description of said two (2) tracts of land,-

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 Chas. Brocksmith, his heirs and assigns, forever.

WITNESS my hand at Bryan, Texas, this the 10th day of June, A. D. 1953.

$6.60 Revenue Stamp Affixed
and duly cancelled

Mrs. Minnie Conrad,
RECEIVER.

THE STATE OF TEXAS |
COUNTY OF BRAZOS |

BEFORE ME, the undersigned authority, on this day personally appeared Mrs. Minnie Conrad, a widow, as Receiver, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in her capacity therein stated, as such Receiver.

GIVEN under my hand and seal of office, this the 10th day of June, A. D. 1953.

(SEAL)

R. V. Armstrong
A Notary Public in and for Brazos County, Texas.

(R. V. Armstrong)

The foregoing is a true copy of the original instrument which was filed for record on the 12th day of June A. D. 1953 at 9:20 o'clock a. m. and duly recorded on the 15th day of June A. D. 1953 at 3:30 o'clock p. m. to which I certify.

A. B. Syptak, C. C. C. B. C.
Mrs H. Chester Jones Deputy(j)

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

That I, Pauline M. Watkins Campbell, joined herein pro-forma by my husband William Campbell, of the County of Walker State of Texas for and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 ($150.00) DOLLARS to me in hand paid by Eula Johnson as follows: cash, the receipt of which is hereby acknowledged and confessed; have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Eula Johnson of the County of Brazos State of Texas all that certain real estate lying and being situated in Brazos County, Texas, a part of the Francis Henderson Survey, Abstract No. 20, and more particularly described by metes and bounds as follows:

BEGINNING at the most westerly corner of a one-acre tract deeded by C. R. Presnal and wife Mary Presnal to Marion Mosley and wife Tenola Mosley, by deed dated July 1943, a stake in the southwest boundary line of the Dilleshaw Tap Road;

THENCE South 45 West along the Dilleshaw Tap Road 208.71 feet to corner in center of said road;

THENCE South 45 East 208.71 feet to stake for corner;

THENCE North 45 East to corner with said Marion and Tenola Mosley one-acre tract;

THENCE North 45 West along the Southwest line 208.71 feet of said one-acre tract to PLACE OF BEGINNING, containing one (1) acre of land, and being the same land conveyed to Pauline M. Watkins by C. R. Presnal et ux., by deed dated July 30, 1943, and duly recorded in Volume 113, Page 579, of the Deed Records of Brazos County, Texas, to which reference is here made for all purposes.

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

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 14th day of December 19 76, between Charles O. Forsthoff

Bonus and delay rentals payable to: Freddie C. Forsthoff and wife Lynda Forsthoff whose address is: 810 Barton, Hearne, Texas 77859

lessor (whether one or more), whose address is: Rt. 2, Box 163A, Bryan, Texas 77801

and Amalgamated Bonanza Petroleum Ltd, 2055 S. Gessner, Houston, Tex 77063 lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

I. Curd Survey, Brazos County, Texas. 7.093 acres of land, more or less, conveyed by deed from C. O. Forsthoff and wife Emily Forsthoff to Freddie C. Forsthoff and wife Lynda Forsthoff and recorded in Vol. 284, page 105 of the deed Records of Brazos County, Texas. Drilling site subject to approval by Lessor.

12-23-76 119124 12-22-76 at 11:30 a.

RIDER: By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

SIGNED FOR IDENTIFICATION: Maudie Adams

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 7.093 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 ~~ten (10)~~ Five (5) 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 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 limitaton, 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 Planters and Merchants Bank at Hearne, Texas 77859, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ 35.47, 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.

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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.

Chas. O. Forsthoff
Charles O. Forsthoff

Freddie C. Forsthoff
Freddie C. Forsthoff

Lynda Forsthoff
Lynda Forsthoff

STATE OF Texas
COUNTY OF Brazos

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Charles O. Forsthoff

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

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

My Commission Expires
6-1-77

Notary Public in and for Brazos County, State of Texas

STATE OF _____
COUNTY OF _____

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 _____

STATE OF Texas
COUNTY OF Robertson

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Freddie C. Forsthoff and Lynda Forsthoff 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 20 day of December, 1976.

My Commission Expires
6-1-77

William B. Browning
Notary Public in and for Robertson County, State of Texas

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

No. _____

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19___

No. Acres _____

Term _____ County _____

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

County Clerk

By _____, Deputy

When recorded return to

Pound Printing & Stationery Co., Houston, Texas

Mineral Deed
2.50

The State of Texas, } **Know All Men by These Presents:**
County of BRAZOS

That WE, C. O. FORSTHOFF and wife, EMILY FORSTHOFF

of the County of Brazos State of Texas for and in consideration

of the sum of TEN AND NO/100 ($10.00) and other consideration

DOLLARS

to us paid, , by

FREDDIE C. FORSTHOFF and wife, LYNDA FORSTHOFF as follows:

Cash in hand paid, receipt of which is hereby acknowledged.

All Taxes for the year 1970 and subsequent years to be paid by Grantees herein.

DATE RECORDED 2-10-70 **51900**

FILED
At 3:30 o'clock P M
FEB 09 1970
Frank Boriskie
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By _____ Deputy

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

FREDDIE C. FORSTHOFF and wife, LYNDA FORSTHOFF

of the County of Brazos State of Texas all that certain

tract of parcel of land lying and being situated in the I. Curd League, Brazos County, Texas;

BEGINNING at the West corner of a 38.72 acre tract conveyed to Claude Brocksmith by W. A. Lawless by deed recorded in Vol. 187, page 107, Deed Records of Brazos County, Texas;

THENCE N. 44° 36' W. along the Northeast line of a public road for a distance of 158.0 feet and corner at a fence corner;

THENCE N. 36° 56' E. along a fence line for a distance of 843.7 feet to a fence corner for corner;

THENCE N. 43° 58' W along a fence line for a distance of 185.0 feet to a point for corner in the Southeast Right-of-way line for a distance of 722.2 feet to an iron rod for corner;

THENCE S. 37° 48' E. 147.7 feet to an iron rod for corner;

THENCE S. 35° 58' W along a fence line for a distance of 391.1 feet to a fence corner for corner;

THENCE S. 47° 53' E along a fence line for a distance of 100.0 feet to a fence corner for corner;

THENCE S 37° 20' W. along a fence line for a distance of 1172.7 feet to the Place of Beginning containing 7.093 acres of land, more or less, and being the same land conveyed to Chas. O. Forsthoff from Walter A. Lawless et ux, by deed dated May 11, 1960, and of record in Vol. 205, page 123, Deed Records of Brazos County, Texas.

Save and Exc ept, however, the Grantors herein expressly reserve, and it is expressly agreed and understood, that they shall have, for themselves and their assigns, the full possession, use and benefit of the above described land and premises, as well as the rents, revenues and profits thereof, for and during their natural lives, such life estate to terminate at the death of the survivor of them, the Grantors.

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

FREDDIE C. FORSTHOFF and wife, LYNDA FORSTHOFF, their heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

FREDDIE C. FORSTHOFF and wife, LYNDA FORSTHOFF, their heirs ar ' assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Bad Field Notes see 205-123 for good ones

~~But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, and the above described notes, and the same when fully paid according to xxxxxxxxxx face and tenor, effect and reading when this deed shall become absolute.~~

WITNESS our hands at Bryan, Brazos County, Texas

this 6th day of February 19 70

C. O. Forsthoff
C. O. Forsthoff

Emily Forsthoff
Emily Forsthoff

Witness at request of Grantor:

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared C. O. Forsthoff and wife, Emily Forsthoff known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 6th day of February A. D. 19 70

NOTARY PUBLIC (SEAL) COUNTY OF BRAZOS, TEXAS

Elmer Mirsky
Notary Public in and for Brazos County, Texas

SINGLE ACKNOWLEDGMENT

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

Vol 25 Page 124

POUND PRINTING & STATIONERY COMPANY
2323 FANNIN, HOUSTON, TEXAS 77002, (713) 659-3159

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 21st day of January 19 77 between Charles Brocksmith and wife, Clara Brocksmith

DATE RECORDED 1-27-77 120530

FILED FOR RECORD
DATE 1-26-77
AT 10:15 O'CLOCK A.M
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY Barbara Fieldhouse

lessor (whether one or more), whose address is: Route 2, Bryan, Texas 77801 and Amalgamated Bonanza Petroleum Ltd, 2055 S.Gessner, Houston, Tex 77063 lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

Isaih Curd League, Brazos County, Texas. 4.78 acres of land, more or less, conveyed by deed from Adolph C. Opersteny and wife, Pauline Opersteny to Carl Brocksmith and recorded in Vol. 131, page 614 of the Deed Records of Brazos County, Texas

RIDER: By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.
SIGNED FOR IDENTIFICATION: Maudie O. Brown

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 4.78 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 ~~XXXXX~~ Five (5) 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 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 limitaton, 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 TOTAL CONSIDERATION PAID IN FULL ~~XXXXXX~~, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ None, 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.

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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.

Charles Brocksmith

Charles Brocksmith

Clara Brocksmith

Clara Brocksmith

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF Texas

COUNTY OF Brazos

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Charles Brocksmith and Clara Brocksmith 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 22nd day of January, 19 77

My Commission Expires 6-1-77

Maudie A Adam

Notary Public in and for Brazos County, State of Texas

Vol 25 Page 125

Filed for Record | By | Fr Th | Book | day | Th | Term | No. | Date | O | Fee Wkr

WITNESS our hands at Waco, McLennan County, Texas this 20th day of September, A.D. 1947.

$9.90 Revenue Stamp affixed and duly cancelled.

George C. Warner
George C. Warner

Ruth M. Warner
Ruth M. Warner

THE STATE OF TEXAS|
COUNTY OF MCLENNAN| BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared George C. Warner and Ruth M. Warner, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Ruth M. Warner, wife of the said George C. Warner having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ruth M. Warner acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 20th day of September, A.D. 1947.

Tony Bartos (Tony Bartos)
Notary Public in and for McLennan County, Texas.

(SEAL)

The foregoing is a true copy of the original instrument which was filed for record on the 1st day of Oct. A.D. 1947 at 3:50 o'clock p.m. and duly recorded on the 2nd day of Oct. A.D. 1947 at 10 o'clock a.m. to which I certify

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

131·614

THE STATE OF TEXAS|
COUNTY OF BRAZOS | KNOW ALL MEN BY THESE PRESENTS: That I, Adolph C. Opersteny, joined by my wife, Pauline Opersteny, of the County of Brazos State of Texas, for and in consideration of the sum of FORTY SIX HUNDRED & NO/100 DOLLARS to me in hand paid by Carl Brocksmith as follows:

all in cash, the receipt of which is hereby acknowledged,-

have Granted, sold and Conveyed, and by these presents do Grant, sell and convey, unto the said Carl Brocksmith of the County of Brazos, State of Texas, all that certain tract or parcel of land lying and being situated in the Isaah Curd League in Brazos County, Texas and being described as follows:

BEGINNING at a stake set on the East line of the right of way of Highway No. 21, at a point where the North line of theChaney Bridge and Wheelock public road intersects the East line of said Highway right of way;

THENCE N. 45 E with said Highway right of way, 308 varas and corner a rock for corner;

THENCE, S. 44 E 66½ varas and corner a rock set on the West line of the Old Bryan and Kurten Public Road;

THENCES. 36½ W. with the West line of said old road, 312½ varas and corner a rock set on the North line of said Chaney Bridge and Wheelock public road for corner;

THENCE N. 45 W with said road, 109 varas to the place of BEGINNING, containing four and 78/100 (4.78) acres of land, and being the same land conveyed to Adolph C. Opersteny by W.J. Lawless, et al, by deed dated January 24, 1935, and recorded in Volume 88 page 233 of the Deed Records of Brazos County,Texas, to which deed reference is here made for all purposes,-

This conveyance is made subject to the terms and conditions of a certain lease agreement between the Grantors herein and The Southwestern States Telephone Company, which lease was executed in dupoicate under date of August 29, 1944, and which covers and applies to a 10'

by 10' frame building situated on the above described property; grantors herein expressly transfer and assign unto grantee herein all of their rights and privileges under such lease.

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 Carl Brocksmith, his heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said Carl Brocksmith, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands at Bryan, Texas, this 1st day of October, 1947.

$5.50 Revenue Stamp affixed and duly cancelled.

Adolph C. Opersteny
Mrs. Pauline Opersteny

THE STATE OF TEXAS
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Adolph C. Opersteny and Pauline Opersteny, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Pauline Opersteny, wife of the said Adolph C. Opersteny having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Pauline Opersteny acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 1st day of October, A.D. 1947.

R. V. Armstrong, Notary Public in and for Brazos County, Texas.

(SEAL)

The foregoing is a true copy of the original instrument which was filed for record on the 1st day of Oct. A.D. 1947 at 3:55 o'clock p.m. and duly recorded on the 2nd day of Oct. A.D. 1947 at 10:40 o'clock a.m. to which I certify

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

THE STATE OF TEXAS
COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS: That we, Albert Byron Covey and wife, Mildred DeWitt Covey of the County of Brazos State of Texas, for and in consideration of the sum of Sixteen Hundred and No/100 ($1600.00) Dollars, to us paid, and secured to be paid, by C. E. Williams as follows:

Four hundred eighty-seven and 50/100 ($487.50) Dollars cash in hand paid, the receipt of which is hereby acknowledged and confessed, and the further consideration in the sum of Eleven Hundred twelve and 50/100 ($1112.50) Dollars being the balance owing Mrs. Lilla G. Bryan of Bryan, Texas, is assumed by the said C. E. Williams; the said balance being on a note executed by the grantors herein to the said Mrs. Lilla G. Bryan, Fully described in a deed of trust of record in Book 30, page 398, Deed of Trust Records of Brazos County, Texas. The said C. E. Williams agrees to pay said installments as provided in said Deed of Trust.

have Granted, sold and conveyed, and by these presents do Grant, sell and convey unto the said C. E. Williams of the County of Brazos State of Texas, all that certain lot, tract or parcel of land lying and being situated in the Richard Carter League, in Garden Acres Addition to the City of Bryan, Brazos County, Texas, and being more particularly

Prod. 88 Spec.

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OIL AND GAS LEASE

DATE RECORDED 1-28-75

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

1056

AGREEMENT, Made and entered into this 2nd day of October, 1974 by and between Claude Brocksmith and wife Alice K. Brocksmith 56223

FILED FOR RECORD
DATE 1-23-75
AT 11 O'CLOCK A M
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY Flora Blessing

of Kurten, Texas 77862, hereinafter called lessor (whether one or more) and Public Lands Exploration, Inc., 2995 LBJ Freeway of Dallas, Texas, hereinafter called lessee:

WITNESSETH, That the lessor, for and in consideration of $5.00 and other consideration DOLLARS ($ 5.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Brazos, State of Texas, described as follows, to-wit:

all that certain

TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE ISIAH CURD LEAGUE, BRAZOS COUNTY, TEXAS, CONTAINING 38.72 ACRES, AND BEING PART OF A 136½-ACRE TRACT DESCRIBED IN TWO DEEDS FROM KURTEN TO LAWLESS, ONE CONVEYING 56½ ACRES, DATED OCTOBER 28, 1872, AND RECORDED IN VOLUME O, PAGE 238, AND ONE CONVEYING 80 ACRES, DATED OCTOBER 15, 1877, AND RECORDED IN VOLUME R, PAGE 460, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FENCE CORNER MARKING THE MOST SOUTHERLY CORNER OF A 26.09 ACRE TRACT CONVEYED TO H. E. WEST BY W. A. LAWLESS BY DEED DATED MAY 4, 1956, AND RECORDED IN VOLUME 173, PAGE 579, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE N 45° 22' W ALONG THE COMMON FENCE LINE BETWEEN THIS TRACT AND THE BEFORE MENTIONED 26.09 ACRE TRACT FOR A DISTANCE OF 1081.0 FEET TO A FENCE CORNER FOR CORNER;

THENCE S 44° 13' W ALONG AN OLD FENCE LINE FOR A DISTANCE OF 468.1 FEET TO AN ANGLE POINT IN SAID FENCE;

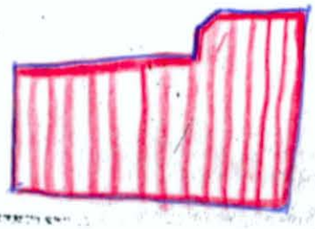
THENCE S 35° 58' W ALONG AN OLD FENCE LINE FOR A DISTANCE OF 401.0 FEET TO A STAKE FOR CORNER;

THENCE S 47° 53' E FOR A DISTANCE OF 100.0 FEET TO A STAKE FOR CORNER;

THENCE S 37° 20' W FOR A DISTANCE OF 1172.7 FEET TO A STAKE FOR CORNER IN THE NORTHEASTERLY RIGHT-OF-WAY OF A PUBLIC ROAD FOR CORNER;

THENCE S 44° 36' E ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 558.2 FEET TO A CEDAR POST MARKING A FENCE CORNER;

THENCE N 50° 32' E ALONG A FENCE LINE BETWEEN THIS TRACT AND A TRACT OF LAND NOW OR FORMERLY OWNED BY H. E. WEST FOR A DISTANCE OF 2041.8 FEET TO THE PLACE OF BEGINNING, CONTAINING 38.72 ACRES OF LAND, MORE OR LESS, ACCORDING TO A SURVEY MADE BY B. J. KLING ON JANUARY 15th, 1958.



38

of Section _____ Township _____ Range _____ and containing 38.72 acres, more or less.

It is agreed that this lease shall remain in force for a term of five (XX) years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling for oil or gas, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises; and drilling operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If oil or gas shall be discovered and produced from any such well or wells drilled or being drilled at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas shall be produced from the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. To pay the lessor one-eighth, at the market price at the well for the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First Bank and Trust Co. Bank at Bryan, Texas 77801, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One hundred ninety three & 60/100 ($193.60) DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and terminate. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

The undersigned, lessors, for themselves, their heirs and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, in so far as said rights of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

Louie Brockhausen _____ (SEAL)

Alice K. Brockhausen _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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STATE OF Texas
COUNTY OF Brazos } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of October 19 74, personally appeared Claude Brocksmith

and wife Alice K. Brocksmith, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires June 1, 1975

Maudie A. Adam
Notary Public

State of Texas
County of Brazos } ss.

The foregoing instrument was acknowledged before me this 2nd day of October 1974 by Claude Brocksmith and wife Alice K. Brocksmith

Witness my hand and official seal.

My Commission Expires: June 1, 1975

Maudie A. Adam
Notary Public

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of A. D. 19

(SEAL)

Notary Public.

My Commission expires

VOL 22 PAGE 558

110141

FILED
AT 2:00 O'clock M
JUN 1 1976
FRANK BORSKIE,
County Clerk, Brazos County, Texas
By [illegible] Deputy

Date Recorded 6-3-76

RIDER

By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

CORRECTION Date: May 17, 1976

The attached oil and gas lease in lieu of and in correction of that certain oil and gas lease dated October 2, 1974 and recorded in Vol. 22, Page 122 of the mineral lease records of Brazos County, Texas in which a mineral lease was taken on a Producers Spbc. 88 and should have been taken on a Producers 88 with 640 acre pooling provision.

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

Claude Brocksmith (Lessor)

Alice K. Brocksmith (Lessor)

(Lessor)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that ____ executed the same as ____ free act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____ 1976.

My Commission Expires

_____

_____
Notary Public in and for Brazos County, State of Texas

HUSBAND AND WIFE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Claude Brocksmith and Alice K. Brocksmith 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 22nd day of May 1976.

My Commission Expires

June 1, 1977

Maudie A. Odom
Notary Public in and for Brazos County, State of Texas

With 640 Acres Pooling Provision

Pound Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 2nd day of October 19 74, between Claude Brocksmith and wife Alice K. Brocksmith

lessor (whether one or more), whose address is: Kurten, Texas 77862

and Public Lands Exploration, Inc., 2995 LBJ Freeway, Dallas, Texas, lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

Tract or parcel of land lying and being situated in the Isiah Curd League, Brazos County, Texas, containing 38.72 acres, and being part of a 136½ acre tract described in two deeds from Kurten to Lawless, one conveying 56½ acres, dated October 28, 1872, and recorded in Volume O, Page 238, and one conveying 80 acres, dated October 15, 1877, and recorded in Volume R, page 460, of the Deed Records of Brazos County, Texas, and being a total of 38.72 acres of land, more or less.

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 38.72 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 ~~xxxxx~~ five (5) 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 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 purzuant 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 limitaton, 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 Bank and Trust Co. Bank at Bryan, Texas 77801, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ 193.60, 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.

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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.

Claude Brocksmith

Alice K. Brocksmith

STATE OF _____ ... INT—TEXAS OR NEW MEXICO

COUNTY OF _____

Before me, the under

known to me to be the

executed the same as

Given under my hand

My Commission Expires

STATE OF _____ ... INT—TEXAS OR NEW MEXICO

COUNTY OF _____

Before me, the unders

known to me to be the

executed the same as

Given under my hand

My Commission Expires

STATE OF TEXAS }
COUNTY OF BRAZOS }

I, Frank Boriskie, Clerk of the County Court in and for Brazos County, Texas, do hereby certify that this instrument was FILED on the date and at the time stamped hereon and RECORDED in the volume and page of the Oil & Gas Lease Records of said County on the date stamped hereon.

FRANK BORISKIE, County Clerk
Brazos County, Texas

By: Ruby Hane Deputy

Notary Public in and for _____ County, State of _____

STATE OF Texas
COUNTY OF Brazos

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Claude Brocksmith and Alice K. Brocksmith 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 22nd day of May, 1976.

My Commission Expires June 1, 1977

Maudie A. Odom

Notary Public in and for Brazos County, State of Texas

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

No. _____

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19__

No. Acres _____

Term _____ County _____

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 _____, Deputy

County Clerk

When recorded return to

Pound Printing & Stationery Co., Houston, Texas

3.50

O-238

hereof for the purposes and consideration therein expressed. Witness my hand and seal of office at Bryan this 19th day of Dec. 1873.

(Seal) — J. S. Newland Clk. C.C.

The above and foregoing is a true copy of the original filed for record December 19th 1873 at 3 o'clock P.M. and recorded same day to which I certify.

C. F. Moore Clk D.C. Bro.
by J. Gillespie Dept

J. D. Conway } The State of Texas, Brazos County.
to } Know all men by these presents, that I, J. D.
A. McKee } Conway of the County of Brazos and State of Texas, being justly indebted to Alexander McKee of the same County and State in the sum of one hundred dollars evidenced by my promissory note of even date herewith, due and payable to A. McKee or order of Brazos County, Texas as follows: "$100 Bryan Texas Dec 17, 1873 on or by the first day of November 1874 I promise to pay to A. McKee or order one hundred gold dollars for the rent of his farm on Thompson Creek known as the McCreery place for the year 1874. Witness my hand this the 17th day of December. 1873 (Signed) J. D. Conway"
and being desirous to secure to the said A. McKee his heirs or assigns the punctual payment of said promissory note in consideration of said indebtedness and for the further consideration of five dollars to me paid by D. C. Bonner of Bryan Brazos County Texas the receipt whereof is hereby acknowledged have granted, bargained and sold and by these presents do grant bargain and sell unto the said D. C. Bonner and assigns the following described property "viz" all the Corn and Cotton which I may raise or other produce in the year 1874, on some Mare Mule, and one Milton Wagon. In trust, that I am to have the possession, use and control of said property until default made in the payment of said promissory note. In trust also that if said promissory note be punctually paid at Maturity with the accrued interest then the said D. C. Bonner shall release said property from this Conveyance. In trust, also that if I fail to pay said promissory note when due the whole shall mature and the said trustee shall be entitled to the possession of all of said property, to wit Corn, Cotton, Mule & Wagon, and at request of the owner of said promissory note he shall sell said property at public auction at the Court house in the City of Bryan Brazos County Texas, to the highest bidder for Cash in gold Coin, first giving notice of the time, terms and place of sale by advertisement in three public places in Brazos County one of which shall be at the Court house door in Bryan for ten days, and in sale; the said trustee shall receive the purchase money and shall make title to said property to the purchaser conveying title thereto as it may exist, and from the proceeds of sale, the said trustee shall first pay expenses of sale and advertisement and retain 2½ per cent Commissions in the amount of sale for his trouble and shall then pay the amount of principal and interest due on said promissory note and the balance, if any, he shall pay to me, my heirs or assigns. And in case the trustee herein named shall be absent, unable or unwilling

DEED O

to act when called on to execute said sale, the holder of said promissory note, then and in such case may appoint a trustee, and all the power hereby vested in the said D. C. Bannon trustee shall exist in the so appointed trustee. And in addition to the above I hereby myself to return said farm or plantation back to the said A. McKee on or by the first day of December 1874 in as good condition as when I took charge of the same. Witness my hand this the 17th day of December A D 1873

J. D. Conway

The State of Texas }
County of Brazos } Before me C. F. Moore Clerk of the District Court in and for said County personally appeared J. D. Conway to me personally known who acknowledged that he signed, executed and delivered the foregoing trust deed for the purposes and considerations therein contained. Given under my hand and seal of said Court at office in Bryan this 19th day of December. A D 1873.

C. F. Moore clk. D C B C.

The above and foregoing is a true copy of the original filed for record December 19th 1873 & recorded same day. To which I certify.

C. F. Moore clk D C. B C.
by J. Gilespie Dept C

Henry Kuntz et ux } State of Texas. County of Brazos. —
To } Know all men by these presents that for
J M Lovett et al } and in consideration of the sum of Five hundred dollars to me paid, cash in hand, receipt of which is hereby acknowledged, We Henry Kuntz and Augusta Kuntz his wife of the County of Brazos and State of Texas, have this day bargained and sold and by these presents do bargain, sell and convey unto J. M. Lovett, H. D. Lovett and J. N. Lovett of the County of Limes and State of Texas all and singular the following described premises, to wit; — A certain piece or parcel of land situated in the County of Brazos and in the State of Texas in the Stephen Austin League of Saints Land and more particularly described as follows. Beginning at the South West Corner of a survey made by the said Henry Kuntz for Adolph Eurke a stake in in Prairie which stake or South West Corner is 570 varas from a Red oak two Eighteen inches in diameter and marked with an X and known as the South East Corner of said survey from said Henry Kuntz to said Adolph Eurke, thence North 41° West 770 varas to a stake in Prairie, thence North 41° East 416 varas to a stake in Prairie, thence South 41° East 770 varas to a stake in said Eurke line in Prairie, thence with said line 416 varas to place of beginning containing 5 8 acres of land. And we the said Henry Kuntz and Augusta Kuntz his wife by these presents bind ourselves, our heirs, administrators and assigns to warrant and forever defend the title to the said premises unto the said J. M. Lovett, H. D. Lovett, and J. N. Lovett their heirs and assigns against all claims to the same or any part thereof. In witness whereof we the said Henry Kuntz and Augusta Kuntz his wife have hereunto set our hands and seals using scrole for seals this the 28 day of October in the year of our Lord Eighteen hundred and Seventy Two

H. Kuntz (Seal)
Augusta Kuntz (Seal)

R-460

line and also with with the lines of a tract of 100 acres formerly sur-
out for Hiet Montgomery 3850 varas a Stake set for the corner of land
Montgomery Thence N 45° W 770 with the original line of the 112
acre tract purchased of M° Castill to a Stake Thence N 45° E 3850
varas to the W corner of the original tract thence S 45° E 770 varas to
the place of beginning and Containing five hundred and twenty five
acres of land to have and to hold the same him and his heirs and assigns
forever and I do hereby bind myself my heirs and legal assigns to warrant
and forever defend the title of the said 525 acres of land to the said Joseph N
Lawrence his heirs and assigns against the Claims of any and all persons
Claiming the same or any part thereof. Given under my hand on this
day of January A D 1878 Wm Lawrence

R Hudspeth
J G Lawrence

The State of Texas } Before me Hammett Harvey Clerk of the County
Brazos County } Court of Brazos County personally Came J G Lawrence
a Subscribing witness to the forgoing deed who being duly Sworn Stated
on oath that he saw J G Lawrence Subscribe the same and acknowledge
that he did so for the Consideration and purpose therein Stated and that
he Signed the same as a witness at the request of the said J G Lawrence
and saw Robt Hudspeth do likewise

Witness my hand and Official Seal at Bryan this 9th day of October A D 1877
(Ss) Hammett Harvey Clk C C B C Texas.

The above and forgoing deed together with its Certificate of Authen-
tication was filed in my Office for record on the 9th day of October
A D 1877 at 3 O Clock P M and recorded on the 15th day of October 1877
at 10 O Clock A M To which I Certify Hammett Harvey
Clk C C B C

The State of Texas }
County of Brazos } Know all men by these presents that the Henry
Kuston and Augusta Kuston his wife, of the County of Brazos and State
of Texas for and in Consideration of the sum of Five Hundred and fifty
Dollars to us paid Cash in hand receipt of which is hereby acknowledged
and Confessed have this day granted bargained sold aliened and conveyed
and by these presents do grant bargain sell alien and convey unto
J M Lawlis and H S Lawlis of the said County and State the follow-
ing described real Estate Situated in said County and State to wit
Head Right League of Land and more particularly described as
follows To wit Beginning at Stake in prairie the North West corner of

a survey made by Henry Kuster and his wife Augusta for J M Lowlif J W Lowlif & H D Lowlif which corner is situated on the division League line N 45° E 416 varas from the North west corner of Share No 8 in the division of said Headright League Thence N 45° E 664 varas to Stake in prairie on said division League line Thence S 45° E 770 varas to Stake in line of survey made by Henry Kuster for A Burkes Thence S 45° W with said Burkes line 664 varas to Stake in Prairie being the South East corner of said survey made by Henry Kuster and wife for J M Lowlif J W Lowlif and H D Lowlif Thence N 45° W 770 varas to Stake in division League line the place of beginning Containing 80 acres of land more or less And we the said Henry Kuster and Augusta Kuster his wife by these presents bind ourselves our heirs administrators and assigns to warrant and forever defend the title to the said premises unto the said J M Lowlif and H D Lowlif their heirs and assigns against all Claims to the same or any part thereof.

In witness whereof we the said Henry Kuster and Augusta Kuster his wife have hereunto set our Seals and hands using Scrolls for Seals this the 10th day of March in the year of our Lord Eighteen Hundred and Seventy Seven

H Kuster

Augusta Kuster

State of Texas }
Brazos County } Before me J M Zimmerman J P & Ex Officio N P of the County of Brazos personally appeared H Kuster and Augusta Kuster his wife both parties to the forgoing deed bearing date the 10th day of March A D 1877 both of whom are to me personally known who acknowledged severally that they had signed sealed and delivered the same for the purposes and consideration therein stated and the said Augusta Kuster having been examined by me privily and apart from her husband and having had the same fully explained to her she the said Augusta Kuster acknowledged the same to be her act and deed and declared to me that she had willingly signed sealed and delivered the same of her own free will and accord without fear or compulsion on the parte of her said husband and that she wished not to retract it Witness my official seal and signature at my Office Zimmerman School House this 10th day of March A D 1877

(Seal) J M Zimmerman J P & Ex Officio N P

The above and forgoing is a true and correct Copy of the Original deed and Certificate of Authentication filed in my Office for record on the 9th day of October 1877 at 4 Oclock P M and recorded on the 15th day of October 1877 at 12 Oclock M To which I certify

Hammett Hardy
Clerk

The State of Texas } Know all men by these presents That I Milton
County of Bragos } Parker of the County of Bragos State of Texas for and
in Consideration of Fifty Sixty Dollars to me in hand paid by H A Flippen
of the County of Bragos State of Texas have granted bargained sold and
Conveyed and by these presents do grant bargain Sell and Convey unto
the Said H A Flippen all that piece or parcel of land Situate lying
and being in the County of Bragos State of Texas and described as follows
my half interest in and to Sixteen feet off of the north side of lot No 2
(Two) in Block No 8 (Eight) and Four feet off of the South side of lot
No 3 (Three) in Said Block No 8 Eight being a front of twenty feet
on Cherpside Street and running back towards the Court House Twenty
five feet according to map of said City of Bryan Together with all
the rights members hereditaments and appurtenances to the Same be
longing or in any wise incident or appertaining to have and to hold
all and Singular the premises above mentioned unto the said H A Flippen
his heirs and assigns forever and I do hereby bind myself and my heirs
executors and administrators to warrant and forever defend all and Singular
the Said premises unto the said H A Flippen his heirs and assigns against
every person whomsoever lawfully Claiming or to Claim the Same or
any part thereof by or through me. Witness my hand and Seal this 11th
day of October A D 1877 Milton Parker (Seal)

The State of Texas } Before me Wm G Faliafero a Notary Public in
County of Bragos } and for said County of Bragos duly Commissioned and
qualified this day appeared Milton Parker to me well known who acknow
ledged that he Signed and delivered the forgoing and attached instrument
of writing dated October 11th 1877 as his binding act and deed for the purposes
and Considerations therein Stated To Certify which I hereto sign my
name and affix my Seal at Bryan this 11th day of October A D 1877
(Seal) Wm G Faliafero
Notary Public Bragos County Texas

The forgoing deed together with the certificate of authentication
was filed in my Office for record on the 13th day of October A D 1877
at 11 Oclock A M and recorded on the 15th day of October 1877 at 3 Oclk
P M To which I Certify Hammett Harris C C C B Co

The State of Texas }
County of Bragos } Know all men by these presents that the
Houston & Texas Central Railway Company in Consideration of the
Sum of Fifty Dollars paid in Cash by Susan M Steele of the
County of Bragos in Said State have granted bargained Sold and released

VOL 22 PAGE 558

110141

FILED
at 3:00 o'clock P M

Date Recorded 6-3-76

JUN 1 1976

FRANK BORUSKIE
County Clerk, Brazos County, Texas
By [illegible] Deputy

RIDER

By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

CORRECTION Date: May 17, 1976

The attached oil and gas lease in lieu of and in correction of that certain oil and gas lease dated October 2, 1974 and recorded in Vol. 22, Page 122 of the mineral lease records of Brazos County, Texas in which a mineral lease was taken on a Producers Spbc. 88 and should have been taken on a Producers 88 with 640 acre pooling provision.

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

Claude Brocksmith (Lessor)

Alice K. Brocksmith (Lessor)

(Lessor)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that ___ executed the same as ____ free act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____ 1976.

My Commission Expires

_____

Notary Public in and for Brazos County, State of Texas

HUSBAND AND WIFE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Claude Brocksmith and Alice K. Brocksmith 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 22nd day of May 1976.

My Commission Expires

June 1, 1977

Maudie A. Odom

Notary Public in and for Brazos County, State of Texas

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

Pound Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 2nd day of October 19 74, between Claude Brocksmith and wife Alice K. Brocksmith

lessor (whether one or more), whose address is: Kurten, Texas 77862

and Public Lands Exploration, Inc., 2995 LBJ Freeway, Dallas, Texas, lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

Tract or parcel of land lying and being situated in the Isiah Curd League, Brazos County, Texas, containing 38.72 acres, and being part of a 136½ acre tract described in two deeds from Kurten to Lawless, one conveying 56½ acres, dated October 28, 1872, and recorded in Volume O, Page 238, and one conveying 80 acres, dated October 15, 1877, and recorded in Volume R, page 460, of the Deed Records of Brazos County, Texas, and being a total of 38.72 acres of land, more or less.

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 38.72 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 ~~xxxx~~ five (5) 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 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 limitaton, 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 Bank and Trust Co. Bank at Bryan, Texas 77801, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ 193.60, 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.

Claude Brocksmith

Alice R. Brocksmith

STATE OF _____

COUNTY OF _____

Before me, the undersi

known to me to be the p

executed the same as

Given under my hand

My Commission Expires

STATE OF _____

COUNTY OF _____

Before me, the undersi

known to me to be the p

executed the same as

Given under my hand

My Commission Expires

STATE OF TEXAS }
COUNTY OF BRAZOS }

I, Frank Boriskie, Clerk of the County Court in and for Brazos County, Texas, do hereby certify that this instrument was FILED on the date and at the time stamped hereon and RECORDED in the volume and page of the Oil & Gas Lease Records of said County on the date stamped hereon.

FRANK BORISKIE, County Clerk
Brazos County, Texas

By: Polly Hand Deputy

NT—TEXAS OR NEW MEXICO

ed to me that

unty, State of

NT—TEXAS OR NEW MEXICO

ed to me that

Notary Public in and for _____ County, State of _____

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

STATE OF Texas

COUNTY OF Brazos

Before me, the undersigned authority, on this day personally appeared Claude Brocksmith and Alice R. Brocksmith 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 2nd day of May, 1976.

My Commission Expires June 1, 1977

Maudie A. Odom

Notary Public in and for Brazos County, State of Texas

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

No. _____

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19__

No. Acres _____

Term _____ County _____

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

County Clerk

By _____, Deputy

When recorded return to

Pound Printing & Stationery Co., Houston, Texas

3.50

Prod. 88 Spec.

VOL 22 PAGE 114

OIL AND GAS LEASE

DATE RECORDED 1-28-75

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 2nd day of October, 19 74 by and between Hawley E. West and wife Helen S. West

of Kurten, Texas 77862, hereinafter called lessor (whether one or more) and Public Lands Exploration, Inc., 2995 LBJ Freeway of Dallas, Texas, hereinafter called lessee:

96221

FILED FOR RECORD
DATE 1-23-75
AT 11 O'CLOCK A M
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY Flora Sherrod

WITNESSETH, That the lessor, for and in consideration of $5.00 and other consideration DOLLARS ($ 5.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Brazos, State of Texas described as follows, to-wit: all that certain

tract or parcel of land lying and being situated in the Isaiah Curd League in Brazos County, Texas, and being out of the Mrs. Lawless 135 acre tract as described in Volume 94 page 625 of the Deed Records of Brazos County, Texas, and more fully described as follows:

BEGINNING at the South corner of said 135 acre tract;

THENCE, N. 51 E. with the Southeast line of said tract, 3037 feet and corner the east corner of said 135 acre tract, a stake in edge of creek and at the base of a Hackberry tree;

THENCE, N. 42 W. 2394 feet and corner a stake in the N. E. line of said 135 acre tract and in the Southeast line of said State Highway No. 21;

THENCE, Southwest with said Highway No. 21's Southeast line 40 feet and corner a stake;

THENCE, S. 42 East 40 feet from and parallel with the N. E. line of said 135 acre tract, 1318 feet and corner a stake;

THENCE, S. 51 W. 2997 feet and corner a stake in the S. W. line of said 135 acre tract;

THENCE, S. 42 E. 1075.7 feet to the BEGINNING, and containing seventy six and two-tenths (76.2) acres of land, more or less, and being the same land conveyed to Emmett Kindt by L. T. Murphy, et ux., by deed dated September 29th, 1949, and recorded in Volume 140 page 414 of the Deed Records of Brazos County, Texas, to which deed reference is here made for all purposes,-

all that certain

tract of 26.09 acres of land lying and being situated in the I. Curd League in Brazos County, Texas, also being a part of the W. A. Lawless 136 acre tract, and being more particularly described as follows:

BEGINNING at a fence corner in the Southeasterly right-of-way line of Texas State Highway No. 21 for a common corner of the Lawless tract and a 75 acre tract of land now owned by H. E. West, out of the original Lawless Tract, said corner also being located S. 44° 27' West a distance of 55 feet from the North corner of the W. A. Lawless 136 acre tract;

THENCE, S. 43° 42' E. along a fence line between the Lawless tract and the West tract for a distance of 1314.5 feet to a fence corner for corner;

THENCE, S. 50° 26' W. along a fence line between the Lawless and West tracts for a distance of 915.0 feet to a point for corner;

THENCE, N. 45° 22' W. across the Lawless property for a distance of 1081.0 feet to a point in a fence line for corner;

THENCE, N. 44° 38' E. along a fence line for a distance of 310.0 feet to a fence corner for corner, said corner being the Easterly corner of the Mrs. Annie Conrad 1 acre tract;

36 also Tr. TTS HWY 21 135 Ac.

30 also known as A-1

39

26.09

76.2 ac.

THENCE, N. 45° 22' W. along a fence line for the common line between the Lawless and Conrad tract for a distance of 142.0 feet to a fence corner in the Southeasterly line of Texas State Highway No. 21 for corner; this also being the North corner of the Conrad 1 acre tract;

THENCE, N. 44° 47' E. along the Southeasterly line of Texas State Highway No. 21 for a distance of 639 feet to the place of BEGINNING, containing 26.09 acres of land, more or less, all as per actual survey made on the ground by B. J. Kling, Surveyor, on April 11, 1956,-

all that certain tract or parcel of land lying and being situated in the I. Curd League in Brazos County, Texas, and described as follows: BEGINNING at the S. E. corner known as Tryan Hall Association corner; THENCE, N. W. 45° 150 varas and corner; THENCE, S. W. 45° a distance of 454-2/3 varas and corner; THENCE, S. E. 45° about 150 varas and corner; THENCE, N. E. 45° to the place of beginning, containing thirteen and 3/4 acres, and being the same land conveyed to August Prinzel by Henry Kurten by deed dated March 10, 1902, and recorded in Volume 19 page 591 of the Deed Records of Brazos County, Texas, save and except that portion of said tract heretofore conveyed for highway purposes. Said property here conveyed is the same property set aside to Mrs Gussie Plagens in a partition of the estates of August Prinzel and Augusta Prinzel, both deceased.

of Section ..... Township ..... Range ..... and containing 116.04 acres, more or less.

five

It is agreed that this lease shall remain in force for a term of XX years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling for oil or gas, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises; and drilling operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If oil or gas shall be discovered and produced from any such well or wells drilled or being drilled at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas shall be produced from the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. To pay the lessor one-eighth, at the market price at the well for the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the City National Bank Bank at Bryan, Texas 77801, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Five hundred eighty and 20/100 ($580.20) DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and terminate. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

The undersigned lessors, for themselves, their heirs and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, in so far as said rights of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

Stanley E. Fox (SEAL)
Helen B. West (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Texas
COUNTY OF Brazos } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of October, 19 74, personally appeared Hawley E. West

and wife Helen S. West, to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires June 1, 1975

Maudie A. Adams
Notary Public

State of Texas
County of Brazos } ss.

The foregoing instrument was acknowledged before me this 2nd day of October, 19 74 by Hawley E. West and wife Helen S. West

Witness my hand and official seal.

My Commission Expires: June 1, 1975

Maudie A. Adams
Notary Public

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of, A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of, A. D. 19

(SEAL)

Notary Public.

My Commission expires

VOL 22 PAGE 501

FILED
3:00 O'CLOCK P.M.

110125

JUN 1 1976

Date Recorded 6-3-76

FRANK BORSKIE
County Clerk, Brazos County, Texas
By

RIDER

By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

CORRECTION Date: May 17, 1976

The attached oil and gas lease in lieu of and in correction of that certain oil and gas lease dated October 2, 1974 and recorded in Vol. 22, Page 114 of the mineral lease records of Brazos County, Texas in which a mineral lease was taken on a Producers Spbc. 88 and should have been taken on a Producers 88 with 640 acre pooling provision.

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

Hawley E. West (Lessor)

Helen S. West (Lessor)

(Lessor)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that ___ executed the same as ____ free act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____ 1976.

My Commission Expires

_____

Notary Public in and for Brazos County, State of Texas

HUSBAND AND WIFE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Hawley E. West and Helen S. West 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 26th day of May 1976.

My Commission Expires

June 1, 1977

Maudie A. Odom

Notary Public in and for Brazos County, State of Texas

With 640 Acres Pooling Provision

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 2nd day of October 19 74, between Hawley E. West and wife Helen S. West

lessor (whether one or more), whose address is: Kurten, Texas 77862

and Public Lands Exploration, Inc., 2995 LBJ Freeway, Dallas, Texas, lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

116.04 acres of land, more or less, out of the I Curd Survey, Brazos County, Texas. Description attached

173-579 Deed
149-482 Deed
127-339 Deed

26.09
76.2
13.75
116.04

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 116.04 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 five (5) 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 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 limitaton, 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 City National Bank at Bryan, Texas 77801, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ 580.20, 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.

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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.

Hawley E. West

Helen S. West

STATE OF _____

COUNTY OF _____

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the

known to me to be

executed the same a

Given under my

My Commission Ex

ledged to me that

County, State of

STATE OF _____

COUNTY OF _____

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 _____

STATE OF Texas

COUNTY OF Brazos

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Hawley E. West and Helen S. West 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 26th day of May, 19 76

My Commission Expires
June 1, 1977

Maudie A. Adam

Notary Public in and for Brazos County, State of Texas

Producers 88 (7-69)
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.

County Clerk

By _____, Deputy

When recorded return to

Pound Printing & Stationery Co., Houston, Texas

VOL 22 PAGE 501

FILED
3:00 O'CLOCK P.M.
JUN 1 1976
FRANK BORSKIE
County Clerk, Brazos County, Texas
By

110125

Date Recorded 6-3-76

RIDER

By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

CORRECTION Date: May 17, 1976

The attached oil and gas lease in lieu of and in correction of that certain oil and gas lease dated October 2, 1974 and recorded in Vol. 22, Page 114 of the mineral lease records of Brazos County, Texas in which a mineral lease was taken on a Producers Spbc. 88 and should have been taken on a Producers 88 with 640 acre pooling provision.

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

Hawley E. West (Lessor)

Helen S. West (Lessor)

(Lessor)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that ___ executed the same as ____ free act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____ 1976.

My Commission Expires

_____

Notary Public in and for Brazos County, State of Texas

HUSBAND AND WIFE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Hawley E. West and Helen S. West 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 26th day of May 1976.

My Commission Expires

June 1, 1977

Notary Public in and for Brazos County, State of Texas

NOTARY PUBLIC COUNTY OF BRAZOS TEXAS

...d (7-69)
...th 640 Acres Pooling Provision

Pound Printing & Stationery Co., Houston

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 2nd day of October 19 74, between Hawley E. West and wife Helen S. West

lessor (whether one or more), whose address is: Kurten, Texas 77862, and Public Lands Exploration, Inc., 2995 LBJ Freeway, Dallas, Texas, lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

116.04 acres of land, more or less, out of the I Curd Survey, Brazos County, Texas. Description attached

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 116.04 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 five (5) 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 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 limitaton, 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 City National Bank at Bryan, Texas 77801, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ 580.20, 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.

Hawley E. West

Helen S. West

STATE OF _____

COUNTY OF _____

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the t

known to me to be

executed the same a

Given under my

My Commission Ex

ledged to me that

County, State of

STATE OF _____

COUNTY OF _____

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 _____

STATE OF Texas

COUNTY OF Brazos

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Hawley E. West and Helen S. West 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 26th day of May, 19 76

My Commission Expires
June 1, 1977

Notary Public in and for Brazos County, State of Texas

Producers 88 (7-69)
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.

County Clerk

By _____, Deputy

When recorded return to

Pound Printing & Stationery Co., Houston, Texas

Frank R. Hanus
Mrs. Victoria Hanus
Mrs. Rosa Gorzycki
Harry Gorzycki

THE STATE OF TEXAS |
COUNTY OF BRAZOS | BEFORE ME, J.H. Caddess, a Notary Public in and for Brazos County, Texas, on this day personally appeared Joe F. Kosh, Harry Gorzycki, and Frank R. Hanus, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 26th day of July, A.D. 1940.

(SEAL) J.H. Caddess, Notary Public
Brazos County, Texas.

THE STATE OF TEXAS |
COUNTY OF BRAZOS | BEFORE ME, J.H. Caddess, a Notary Public in and for Brazos County, Texas, on this day personally appeared Sophie Kosh, wife of Joe F. Kosh, Rosa Gorzycki, wife of Harry Gorzycki, and Victoria Hanus, wife of Frank R. Hanus, each known to me to be the person whose name is subscribed to the foregoing instrument, and each having been examined by me privily and apart from her husband and having the same fully explained to her, they, Sophie Kosh, Rosa Gorzycki, and Victoria Hanus, each acknowledged such instrument to be her act and deed, and she declared thatshe had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, This 26th day of July, A.D. 1940.

(SEAL) J.H. Caddess, Notary Public, Brazos County, Texas.

The foregoing is a true copy of the original instrument which was filed for record the 5th day of November, A.D. 1946, at 2 o'clock p.m. and duly recorded the 5thday of November, A.D. 1946, at 4:45 o'clock p.m. to which I certify.

A.B. Syptak, C.C.C.B.C.
Mrs D Grunston Deputy.(s)

THE STATE OF TEXAS, |
COUNTY OF BRAZOS | Know All Men By These Presents: 127/339

That I, Mrs. Gussie Sabo, (formerly Mrs. Gussie Prinzel Plagens), joined by my husband, A. W. Sabo, of the County of Brazos State of Texas for and in consideration of the sum of Thirty Three Hundred & no/100 Dollars to me paid, and secured to be paid, by Mrs. Helen West, wife of H. E. West, as follows:

The sum of Six Hundred Dollars ($600.00) all in cash, out of her own separate property and estate, receipt of which is hereby acknowledged,- and the balance as evidenced by one certain promissory note of even date herewith, executed by Mrs. Helen West and her husband, H. E. West, payable to the order of Mrs. Gussie Sabo, and being for the principal sum of Twenty Seven Hundred Dollars ($2,700.00) and being payable in thirteen (13) installments (annual), the first twelve of which installments shall be for the sum of Two Hundred Dollars ($200.00) each and the thirteenth or last installment being for the sum of Three Hundred Dollars ($300.00), the first one of said annual installments being due on or before September 27th, 1947, and one installment being due on the 27th day of each succeeding September thereafter until all of said 13 installments shall have been duly paid, said note bearing interest from date until paid at

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the rate of 6% per annum, interest payable annually on each principal installment paying date, and said note providing that failure to pay any installment of principal or interest thereon when due shall, at the election of the holder of said note, mature the full amount then owing on said note and said note further providing that if same be not paid when due and be placed in the hands of an attorney for collection or be collected by suit or through the Probate Court the makers thereof agree to pay 10% additional on the principal and interest then owing thereon as attorneys fees,-

(the grantee herein, maker of the above described note, agrees to keep the improvements on the above described property insured against fire in some reliable insurance company in an amount sufficient to cover the amount owing on said note, loss, if any, to be payable to the holder of said note as her interest may appear)-

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Mrs. Helen West, as her own separate property, of the County of Brazos State of Texas all that certain tract or parcel of land lying and being situated in the I. Curd League in Brazos County, Texas, and described as follows: BEGINNING at the S. E. corner known as Tryan Hall Association corner; THENCE, N. W. 45° 150 varas and corner; THENCE, S. W. 45° a distance of 454-2/3 varas and corner; THENCE, S. E. 45° about 150 varas and corner; THENCE, N. E. 45° to the place of beginning, containing thirteen and 3/4 acres, and being the same land conveyed to August Prinzel by Henry Kurten by deed dated March 10, 1902, and recorded in Volume 19 page 591 of the Deed Records of Brazos County, Texas, save and except that portion of said tract heretofore conveyed for highway purposes. Said property here conveyed is the same property set aside to Mrs. Gussie Plagens in a partition of the estate of August Prinzel and Augusta Prinzel, both deceased.

We, Mary Lou Albert and husband, C. G. Albert, join herein for the purpose of quitclaiming unto the grantees herein all of our right, title, claim and interest in and to the above described property.

Mary Lou Albert

C. G. Albert

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 Mrs. Helen West, her heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Helen West, her heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS our hands at Bryan, Texas this 27 day of September, 1946.

$3.85 Federal Stamp affixed
and duly cancelled.

Mary Lou Albert

C. G. Albert

A. W. Sabo

Gussie Sabo

THE STATE OF TEXAS, |
COUNTY OF BRAZOS |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A. W. Sabo, known to me to be the person whose name is subscribed

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to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of October, A. D. 1946.

R. V. Armstrong

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

THE STATE OF TEXAS, |
COUNTY OF BRAZOS |

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of November, A. D. 1946.

R. V. Armstrong

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

THE STATE OF TEXAS, |
COUNTY OF HARRIS |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared C. G. Albert and Mary Lou Albert, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Mary Lou Albert, wife of the said C. G. Albert having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mary Lou Albert acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of October, A. D., 1946.

E. A. Reindl (E. A. Reindl)

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

The foregoing is a true copy of the original instrument which was filed for record on the 5th day of November, A. D., 1946 at 1:15 o'clock p. m. and duly recorded on the 6th day of November, A. D., 1946 at 5 o'clock p. m. to which I certify.

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

Mrs. D. Ingersoll Deputy
(W)

THE STATE OF TEXAS|
COUNTY OF BRAZOS | KNOW ALL MEN BY THESE PRESENTS: That we, Jeff Hefley and wife, Johnnie S. Hefley, of the County of Brazos and State of Texas, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars to us in hand paid by Clifton Steen of the County of Brazos and State of Texas, the receipt of which is hereby acknowledged, do by these presents Bargain, sell, Release and Forever Quit Claim unto the said Clifton Steen his heirs and assigns, all our right, title and interest in and to that certain tract or parcel of land lying in the County of Brazos, State of Texas, described as follows, to-wit:

Being the North-west one-half (1/2) of Lots Twenty (20) Twenty-one (21), and

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THE STATE OF TEXAS|
COUNTY OF BRAZOS | KNOW ALL MEN BY THESE PRESENTS: That we, Emmett Kindt and wife, Eleanor Kindt, of the County of Brazos State of Texas, for and in consideration of the sum of NINE HUNDRED & NO/100 Dollars to us paid, by Hawley E. West as follows:
In cash, the receipt of which is hereby acknowledged, and for the further consideration of the assumption by said Hawley E. West of the balance owing on one certain promissory note dated August 19, 1948, executed by L. T. Murphy and payable to the order of Frank J. Rychlik, said note being for the original principal sum of Thirty Eight Hundred Dollars ($3,800.00) and fully described in a deed from W. A. Lawless et ux. to L.T.Murphy dated August 19, 1948, and recorded in Volume 136 at page 34 of the Deed Records of Brazos County,Texas; said last mentioned deed retains a vendors lien to secure the payment of the above described note and reference is here made to said deed and its record for further description of the indebtedness hereby assumed,-
have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Hawley E. West of the County of Brazos State of Texas, all that certain tract or parcel of land lying and being situated in the Isaiah Curd League in Brazos County, Texas, and being out of the Mrs. Lawless 135 acre tract as described in Volume 94, page 625, of the Deed Records of Brazos County, Texas, and more fully described as follows:
BEGINNING at the South corner of said 135 acre tract;
THENCE, N. 51 E. with the Southeast line of said tract, 3037 feet and corner the east corner of said 135 acre tract, a stake in edge of creek and at the base of a Hackberry tree;
THENCE, N. 42 W. 2394 feet and corner a stake in the N.E. line of said 135 acre tract and in the Southeast line of said State Highway No. 21;
THENCE, Southwest with said Highway No. 21's Southeast line 40 feet and corner a stake;
THENCE, S. 42 East 40 feet from and parallel with the N.E. line of said 135 acre tract, 1318 feet and corner a stake;
THENCE, S. 51 W. 2997 feet and corner a stake in the S. W. line of said 135 acre tract;
THENCE, S. 42 E. 1075.7 feet to the BEGINNING, and containing seventy six and two-tenths (76.2) acres of land, more or less, and being the same land conveyed to Emmett Kindt by L.T. Murphy, et ux., by deed dated September 29th, 1949, and recorded in Volume 140 page 414 of the Deed Records of Brazos County,Texas, to which deed reference is here made for all purposes,-
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 Hawley E. West, his heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Hawley E. West, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS our hands at Bryan,Texas, this 22nd day of November, 1950.

$1.10 Revenue Stamp affixed and duly cancelled.

Emmett Kindt
Eleanor Kindt

THE STATE OF TEXAS|
COUNTY OF BRAZOS | BEFORE ME, the undersigned, a Notary Public in and for said

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County and State, on this day personally appeared Emmett Kindt and Eleanor Kindt, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Eleanor Kindt, wife of the said Emmett Kindt having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Eleanor Kindt acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this the 28 day of November, A.D. 1950.

Bessie Crenshaw (Bessie Crenshaw)

(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 27th day of June A.D. 1951 at 8:45 o'clock a.m. and duly recorded on the 27th day of June A.D. 1951 at 4:50 o'clock p.m. to which I certify

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

Mrs. J. A. Newton Deputy

THE STATE OF TEXAS |

COUNTY OF BELL: | KNOW ALL MEN BY THESE PRESENTS:

THAT I, Woodrow W. Broome, a SFC, in the United States Army, desiring to empower my attorney-in-fact as herein after appointed to transact any and all of my business and personal affairs for me at all times and under all conditions to the same extent and with the same authority as I myself could do, do hereby constitute, name and appoint Gertrude M. Broome, wife, my attorney-in-fact, for me and in my name, place and stead to transact any and all business concerning any and all property, real, personal or mixed, which I may own separately, jointly or in community, or in which I do now or may hereafter have any interest whatsoever,

Without excluding any other powers conferred herein, and not in limitation thereof, I do especially authorize my said attorney-in-fact to sell, convey, release, mortgage, or otherwise alienate or encumber any and all such property, real, personal, or mixed, or any interest therein, including real estate, personal effects, automobiles, securities, bank accounts and other choses in action which I may own jointly, separately or in community or in which I may have any interest whatsoever now or in the future, and to execute in my name and deliver all written instruments necessary for the accomplishment of any or all the above enumerated powers, to commence and carry on, or defend, all actions and proceedings touching my property, real, personal or mixed, or any part thereof; also to demand, sue for, enforce payment of, receive and give discharges for all monies, securities for money, debts, chattels or other personal or real estate now or hereafter belonging to me.

My said attorney-in-fact is further authorized to make purchases at merchantile establishments and to charge the same to me, thereby making me financially responsible for the same. My said attorney-in-fact is authorized to endorse for me and in my name any and all checks from whatever source, representing amounts of money due me for any reason whatsoever; to withdraw funds from my bank accounts at any and all banks at which I may now or hereafter have accounts, and to sign checks and drafts against such accounts, and to transact any and all business pertinent thereto; to execute vouchers in my behalf for any and all allowances and reimbursements properly payable to me by the United States, including but not restricted to allowances and reimbursements for transportation of dependents or for shipment of household effects as authorized by law and Army Regulations, and to receive, endorse, and collect the proceeds of checks payable to my order drawn on the Treasurer of

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and Liens held by the BRYAN BUILDING AND LOAN ASSOCIATION; said Note to the Association of even date herewith and as aforesaid, in the principal sum of $2,000.00 payable to the BRYAN BUILDING AND LOAN ASSOCIATION, in monthly installments of $22.00 each, and fully described in the Deed of Trust of even date herewith.

AND I, ALINE BROGDON, declare that the liens held by the said BRYAN BUILDING AND LOAN ASSOCIATION as shown by said note of $2,000.00 and Deed of Trust securing same, are FIRST AND SUPERIOR LIENS as to the lien held by me which has become a SECOND AND INFERIOR LIEN as to the liens held by the said BRYAN BUILDING AND LOAN ASSOCIATION.

WITNESS MY HAND AT BRYAN, TEXAS, on this the 30th day of APRIL, A.D. 1956.

Aline Brogdon
ALINE BROGDON

THE STATE OF TEXAS |
COUNTY OF BRAZOS |

Before me, the undersigned authority, a Notary Public in and for Brazos County, Texas, on this day personally appeared ALINE BROGDON, a feme sole; known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 30 day of APRIL, A.D. 1956.

(SEAL) Helem M. Rosberg
The foregoing is a true and correct copy of the original instru. filed 5/4/56 at 5:00 P.M. and duly recorded on 5/5/56 at 11:15 A.M. to which I certify. A.B. Syptak, C.C.C.B.C. Ola Mae Douglas Deputy (n)

Helen M. Rosberg
Notary Public in and for Brazos Co., Texas.

THE STATE OF TEXAS, |
COUNTY OF BRAZOS |

KNOW ALL MEN BY THESE PRESENTS:

173/579

That WE, W. A. Lawless and wife, Bessie Lawless, of the County of Brazos State of Texas, for and in consideration of the sum of TEN & NO/100 DOLLARS and other valuable considerations, to us in hand paid by H. E. West, as follows:

all in cash, the receipt of which is hereby acknowledged, and for the further consideration of the assumption by grantee herein of all taxes on the hereinafter described land for the year 1956,-

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said H. E. West, of the County of Brazos State of Texas, all that certain tract of 26.09 acres of land lying and being situated in the I. Curd League in Brazos County, Texas, also being a part of the W. A. Lawless 136 acre tract, and being more particularly described as follows:

BEGINNING at a fence corner in the Southeasterly right-of-way line of Texas State Highway No. 21 for a common corner of the Lawless tract and a 75 acre tract of land now owned by H. E. West, out of the original Lawless Tract, said corner also being located S. 44° 27' West a distance of 55 feet from the North corner of the W. A. Lawless 136 acre tract;

THENCE, S. 43° 42' E. along a fence line between the Lawless tract and the West tract for a distance of 1314.5 feet to a fence corner for corner;

THENCE, S. 50° 26' W. along a fence line between the Lawless and West tracts for a distance of 915.0 feet to a point for corner;

THENCE, N. 45° 22' W. across the Lawless property for a distance of 1081.0 feet to a point in a fence line for corner;

THENCE, N. 44° 38' E. along a fence line for a distance of 310.0 feet to a fence corner for corner, said corner being the Easterly corner of the Mrs. Annie Conrad 1 acre tract;

THENCE, N. 45° 22' W. along a fence line for the common line between the Lawless and Conrad tract for a distance of 142.0 feet to a fence corner in the Southeasterly line of

173/579

acre tract;

THENCE, N. 44° 47' E. along the Southeasterly line of Texas State Highway No. 21 for a distance of 639 feet to the place of BEGINNING, containing 26.09 acres of land, more or less, all as per actual survey made on the ground by B. J. Kling, Surveyor, on April 11, 1956,-

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 H. E. West, his heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said H. E. West, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands at Bryan, Texas, this 13th day of April, 1956.

$2.20 Federal Revenue Stamps affixed and duly cancelled.

W. A. Lawless
Bessie Lawless

THE STATE OF TEXAS, |
COUNTY OF BRAZOS |

JOINT ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. A. Lawless and Bessie Lawless, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Bessie Lawless, wife of the said W. A. Lawless, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Bessie Lawless, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14 day of April, A.D. 1956

(SEAL)

R. V. Armstrong
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 4th day of May, A.D. 1956 at 4:30 o'clock P.M. and duly recorded on the 5th day of May, A.D. 1956 at 11:00 o'clock A.M. to which I certify.

A. B. Syptak, C. C. C. B. C.
Ola Mae Douglas Deputy(n)

THE STATE OF TEXAS, |
COUNTY OF BRAZOS |

KNOW ALL MEN BY THESE PRESENTS:

That we, B. O. ELLINGTON and wife VERNA ELLINGTON of HARRIS County, Texas; and SAM A. TULLOUS and wife GLADYS TULLOUS of Brazos County, Texas; for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and sufficient consideration, CASH inhand paid by: MRS. EDNA ERLE ALTIMORE out of her separate funds and estate; the receipt of which is hereby acknowledged; and the further consideration of the ASSUMPTION AND AGREEMENT by Grantee herein, MRS. EDNA ERLE ALTIMORE to pay the balance now due thereon, to-wit: $1,994.56 on a Note in the original principal sum of $2,550.00 dated August 4, 1951, executed by Sam A. Tullous et ux and B. O. Ellington et ux, payable to the BRYAN BUILDING AND LOAN ASSOCIATION or its order, at Bryan, Texas; said note fully described in the Deed of Trust of even date therewith, to Aline Brogdon, Trustee for the benefit of the said Association, recorded in Volume 46, page 451, Deed of Trust Records of Brazos County, Texas, to which reference is here made in aid of description of said land, liens

OIL AND GAS LEASE

~~OCT 11 1974~~ SEP 25 1 201

General Land Office

THIS AGREEMENT, made and entered into this 16th day of September General Land Office, 1974

by and between Eugene M. Beard ; and wife Marguerite B. Beard

DLC Public Lands Exp Inc

DATE RECORDED 1-28-75

~~RECEIVED~~

of 3108 Cavitt St., Bryan, Texas 77801
(Give Permanent Address)

~~OCT 3 1974~~

party of the first part, hereinafter called Lessor, and Public Lands Exploration, Inc.

96214

FILED FOR RECORD
DATE 1-23-75
AT 11 O'CLOCK A M
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY Flora L. Sheppard

General Land Office

Suite 109
of 2995 LBJ Freeway, Dallas, Texas 75234
(Give Permanent Address)
party of the second part, hereinafter called Lessee.

WITNESSETH: That the Lessor in the capacity aforesaid, for and in consideration of $ 452.50

Four hundred fifty two and 50/100
Dollars, cash in hand paid, as his individual property and estate, receipt of which is hereby acknowledged, and a like sum

in the amount of $(452.50)

Four hundred fifty two and 50/100
paid to the VETERANS' LAND BOARD, STATE OF TEXAS, for credit to Lessor's account, and of the covenants and agreements hereinafter contained on the part of the Lessee to be paid, kept and performed has this day granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said Lessee, for the sole and only purpose of prospecting and drilling for and producing oil and gas, laying pipe lines, building tanks, storing oil and building power stations, telephone lines and other structures thereon, to produce, save, take care of, treat and transport said products

of the lease, the following lands situated in Brazos County, State of Texas, to-wit: In the I Curd League, and being in the southeast one-half (S.E. 1/2) of said League in Lot No. Three (3), in the Subdivision of said S.E. 1/2 League, and being one hundred and fifty-seven (157) acres of land, conveyed to Mrs. Pearl Buchanan by Henry Kurten et ux on the 11th day of January, 1906, by deed recorded in Volume 26, page 339, Brazos County, Texas, Deed Records; SAVE AND EXCEPT one (1) acre of land, sold out of the above tract to Brazos County by deed dated February 20, 1942, and recorded in Volume 109, page 369, Brazos County Deed Records, to which reference is made; also 25 acres of land in said League described in deed from William Kurten et ux recorded in Volume 26, page 497, Brazos County Deed Records; and being the same land conveyed by Mrs. Pearl Buchanan and W. H. Buchanan to the Veterans' Land Board of the State of Texas.

containing 181 acres, more or less.

Subject to the other provisions herein contained, this lease shall remain in force for a term of five (5) years from this date, (herein called primary term) and as long thereafter as oil and gas, or either of them, is produced in paying quantities from the land hereby leased.

In consideration of the premises the said Lessee covenants and agrees:

1. To pay to the Veterans' Land Board of the State of Texas, at Austin, Texas, for credit to Lessor's account, the value of one Sixteenth (1/16) RIC Emb MJ G (See Par. 10) of all oil produced and saved from said leased premises free of cost, and RIC one Sixteenth (1/16) Emb MJ G (See Par. 10) of the market value at the well of all gas produced and saved from said leased premises.

2. To deliver to the credit of the Lessor, free of cost, in the tanks or pipe lines to which wells may be connected an additional equal one Sixteenth (1/16) RIC Emb MJ G (See Par. 10) part of all oil produced and saved from said leased premises or at the option of the Lessor RIC one Sixteenth (1/16) Emb MJ G (See Par. 10) of the value of all oil produced and saved from said leased premises, and RIC one sixteenth (1/16) Emb MJ G (See Par. 10) of the market value at the well of all gas produced, and saved from said leased premises.

3. If no well be commenced on said land, hereby leased, on or before the 16th day of September

19 75 , this lease shall terminate as to both parties, unless the Lessee on or before that date shall pay or tender to the

Lessor or to his credit in the City National Bank, at Bryan, Texas 77801 or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of

$ 452.50 subject to the provisions of Paragraph 4 herein, and in addition shall pay to the Veteran's Land Board of the State of Texas, at Austin, Texas, for credit to Lessor's account, a like sum in the amount of $ 452.50 on or before said date; which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively.

4. Notwithstanding the provisions of Paragraphs 1, 2, and 3 above, it is understood that as long as this tract of land is under Contract of Sale and Purchase agreement with the Veterans' Land Board, the Board shall be entitled to receive Lessor's portion of all rental and royalty payments under this lease for credit to his account if and when the Lessor or his assignees become delinquent in payment of installments due under the terms of the Contract of Sale and Purchase agreement and further, the Lessee, by acceptance of this lease, if he elects to pay delay rentals, agrees to make such payments to the Board upon mailing by the Board of delinquency notice by certified mail to the last known address of the Lessee at least forty days prior to the anniversary date of this lease. Any assignee of Lessee, by acceptance of an assignment shall be bound to make such payments as herein provided. If and when the veteran purchaser's account becomes current, the Board shall notify Lessee by certified mail to last known address and payments made after receipt of such notice shall be in accordance with provisions of Paragraphs 1, 2, and 3 hereof.

5. All payments or tenders of rental to the Lessor may be made by check or draft of Lessee, or any assignee hereof and delivered on or before the rental paying date. If said bank (or any successor bank) should cease to exist, suspend business, liquidate, fail or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after the Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders.

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6. If at the expiration of the primary term of this lease neither oil nor gas is being produced on the leased premises, but Lessee is then engaged in operation for drilling for oil or gas, then this lease shall continue in force so long as operations for drilling are being continuously prosecuted in good faith on the leased premises; and operations for drilling shall be considered to be continuously prosecuted in good faith if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If oil and/or gas shall be discovered and produced from any such well or wells drilled at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil and/or gas shall be produced in paying quantities from the leased premises. It is further provided that if production, having once been obtained, shall cease for any cause and the lease is not otherwise maintained in force and effect, this lease shall not terminate if the Lessee commences additional drilling or reworking within ninety (90) days thereafter, and such lease shall remain in full force and effect so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than ninety (90) days during any one such operation; and if such drilling or reworking operations result in the production of oil or gas, such lease shall remain in full force and effect so long as oil or gas is produced therefrom in paying quantities. Conforming with the limitations imposed by Sections 17 and 18, Article 5421m, V.T.C.S., the provisions of this paragraph shall not operate to continue this lease in force more than ten (10) years from the date hereof.

7. The Lessee shall adequately protect the oil and gas under the above described land from drainage from the adjacent lands or leases. Neither the bonus, delay rentals, nor royalties paid or to be paid hereunder shall relieve Lessee from the obligations herein expressed, and for such purpose Lessee shall be required to drill as many wells as the facts may justify and to the depth or depths necessary for effective protection against undue drainage by other wells on adjacent lands or leases.

8. If during the primary term hereof, the first well or subsequent successive wells drilled on the above described land be a dry hole or dry holes, or if production after once obtained should cease during the primary term and the lease is not otherwise maintained in force and effect, it shall terminate as to both parties, unless, on or before the rental paying date next ensuing after sixty days from the date of completion of such dry hole or from the date of cessation of production, the Lessee commences additional drilling or reworking operations or resumes payment of annual delay rental in the same manner as provided in paragraph numbered three of this lease; and it is further provided that a sworn log of any such dry hole drilled to completion shall be filed with the Veterans' Land Board in the General Land Office forthwith after such completion and no later than the rental paying date next ensuing after sixty days from the date of such completion.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling operations thereon, or from producing oil or gas therefrom, after effort made in good faith, by reason of war, rebellion, riots, strikes, acts of God, or any valid order, rule or regulation of government authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing oil or gas from the leased premises; provided, however, that nothing herein shall be construed to suspend the payment of delay rentals in order to maintain this lease in effect during the primary or extended term in the absence of such drilling or reworking operations or production of oil or gas.

10. If the above Lessor owns a less interest in the above described land than the entire undivided fee simple mineral estate therein, then the royalties and rentals herein provided shall be paid to the Lessor and to the Veterans' Land Board of the State of Texas only in the proportion which his interest bears to the whole and undivided fee.

11. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for all operations thereon, except water from wells or tanks of the Lessor. The Lessor is to have gas free of cost from any gas well on the leased premises for all stoves and inside lights in the principal dwelling house on said premises by making his own connections to said well at Lessor's own cost, risk, and expense.

12. When requested by the Lessor, Lessee shall bury his pipe lines below plow depth.

13. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of the Lessor and the Veterans' Land Board.

14. Lessee shall have the exclusive right to build, operate and maintain pits, reservoirs, pickup stations and plants for the purpose of picking up and conserving waste oil that flows down the creeks, ravines and across the land embraced in the lease, whether said oil is produced from said land covered by this lease or other lands, provided the royalties herein specified are paid on said oil at the same rate under the same conditions as provided for oil regularly produced.

15. Lessee shall pay damages caused by his operations to growing crops on said land.

16. Subject to the provisions of Paragraph 17, the Lessee shall have the right at any time during or within ninety (90) days after the expiration of this lease to remove all machinery and fixtures placed on said premises, including the right to draw and remove the casing, provided however that the casing shall not be drawn and removed until after thirty (30) days written notice to the Veterans' Land Board and to the Lessor.

17. In drilling wells, all water-bearing strata shall be noted by Lessee in the log, and the Lessor reserves the right to require (written notice of such election to be given Lessee by Lessor within fifteen (15) days after abandonment of the well) that all or any part of the casing shall be left in any non-productive well when Lessor deems it necessary to preserve or maintain said well or wells for water. For such casing left in the wells at the request of Lessor, the Lessor shall pay to the Lessee the reasonable estimated salvage value thereof within thirty (30) days after the receipt of a statement from Lessee showing the quantity and size of the casing and the reasonable estimated salvage value thereof.

18. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignments of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or true copy thereof, and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rentals due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers the part or parts of said lands upon which the said Lessee or any assignee thereof shall make due payment of said rentals.

19. Lessee may, at any time, and from time to time, execute and deliver to the Lessor or place of record, a release or releases covering any portion or portions of the above described premises, and thereby surrender this lease as to such portion or portions and be relieved of all subsequent obligations as to acreage surrendered. In the event any part of this lease is surrendered, as above provided, the delay rental then payable hereunder shall thereupon be reduced in the proportion that the acreage surrendered bears to the acreage which was covered by this lease immediately prior to such surrender, provided such release shall not thereby relieve the Lessee of any liabilities which may have accrued in connection with the lease prior to the surrender of such acreage.

20. Provided further that in the event all or any part of this lease is assigned or released such assignment or release shall be recorded in the county where the land is situated and a copy of such recorded instrument certified by the county clerk, shall be filed with the Veterans' Land Board in the General Land Office accompanied by statutory filing fee.

21. If at the expiration of the primary term, or at any time thereafter, there is located on the herein leased premises a well or wells capable of producing gas in paying quantities, and the lease is not being otherwise maintained in force and effect, the Lessee may pay as royalty a sum of money equal to double the annual rental provided herein but in no event to be less than Three Hundred ($300.00) Dollars per annum for each shut-in well; provided further that if a part or all of the leased premises is included in a pooled unit and the well or wells is not located on the land covered hereby, Lessee may pay a sum of money equal to double the annual rental provided herein, but in no event to be less than Three Hundred ($300.00) Dollars per annum for each shut-in well. Such payment is to be made prior to the expiration of the primary term hereof, or, if the primary term has expired, within sixty (60) days after the well is shut-in; and if such payment is made, this lease shall be considered to be a producing lease and such shut-in gas well royalty payment shall extend the term of this lease for a period of one (1) year from the end of the primary term or from the first day of the month next succeeding the month in which production ceased; and thereafter, the Lessee may extend this lease for four (4) additional and successive periods of one (1) year each by the payment of a like sum of money each year on or before the expiration of the extended term. Provided, however, that if while such lease is being maintained in force and effect by payment of such shut-in gas well royalty gas should be sold and delivered in paying quantities from a well situated within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir or in any case where drainage is occurring, the right to further extend this lease by such shut-in gas well royalty payments shall cease but the lease shall remain in force and effect for the remainder of the current one (1) year period for which the shut-in gas well royalty has been paid, and for an additional period not to exceed five (5) years from the expiration of the primary term by payment by the Lessee of compensatory royalty, at the royalty rate provided for herein, of the value at the well of production from the well completed in the same producing reservoir from which gas is being sold and delivered and which is situated within one thousand (1,000) feet of, or draining, the leased premises on which such shut-in gas well is situated, such compensatory royalty to be paid monthly on same basis as provided for in Paragraphs one and two beginning on or before the 20th day of the month next succeeding the month in which such gas is sold and delivered from the well situated within one thousand (1,000) feet of, or draining, the leased premises and completed in the same producing reservoir; provided further, that in the event such compensatory royalties paid in any twelve (12) month period are in a sum less than the annual shut-in gas well royalties provided for herein, Lessee shall pay a sum of money equal to the difference within thirty (30) days from the end of such twelve (12) month period; provided further that nothing herein shall relieve the Lessee of the obligation of reasonable development, nor of the obligation to drill offset wells as required by law.

22. The Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the Lessee shall have the right at any time to redeem for the benefit of the Lessor, by payment of any taxes or semi-annual installment payments due under the Contract of Sale and Purchase agreement with the Veterans' Land Board, the rights held by Lessor under said Contract of Sale and Purchase, in the event of default of payments by Lessor, and Lessee may reimburse itself from any rentals and royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same, but such reimbursement shall always be subject to the right of the Veterans' Land Board to receive all or any part of said rentals and royalties.

23. It is hereby agreed that the provisions hereof requiring payments to the Veterans' Land Board, reports to said Board, filing of instruments with said Board, and obtaining written consent of said Board shall be applicable only so long as legal title to the premises covered hereby is in said Board.

Approved as to: Contents BSC Forms BSC Execution RB.

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

Bob Armstrong
Chairman
Veterans' Land Board

Eugene M. Beard
Lessor

Marguerite B. Beard
Lessor

(NOTICE: This lease must be accompanied by a $10.00 statutory processing fee when presented to Veterans' Land Board for approval.)

DOUBLE ACKNOWLEDGMENT

STATE OF
COUNTY OF

Before me, the undersigned authority, on this day personally appeared Eugene M. Beard

and Marguerite B. Beard his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and the aforesaid wife, having been examined by me privily and apart from her husband, and having the same fully explained to her, acknowledged said instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 16th day of September A. D., 1974

Maudie A. Adams
Notary Public in and for

Brazos County, Texas

SINGLE ACKNOWLEDGMENT

STATE OF
COUNTY OF

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

....., known to me to be the person whose name ..... subscribed

to the foregoing instrument, and acknowledged to me that ..... executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this the ..... day of ..... A. D., 19.....

.....
Notary Public in and for

..... County, ...

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared Bob Armstrong Chairman, Veterans' Land Board, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this the 16th day of October A. D., 19 74

Mae Vrazel
Notary Public in and for Travis County, Texas

NOTARY PUBLIC COUNTY OF TRAVIS, TEXAS

WARRANTY DEED — DORSEY PRINTING COMPANY, STATIONERS, DALLAS, TEXAS

THE STATE OF TEXAS,
County of Brazos

26/339 Dud

Know All Men by These Presents:

THAT We Henry Kurten and Augusta Kurten husband and wife

of the County of Brazos and State ~~aforesaid~~ of Texas, for and in consideration of the sum of One DOLLARS, to us ~~in hand~~ paid by Mrs Pearl Buchanan as follows

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said Mrs Pearl Buchanan of the County of Brazos and State of Texas, all that certain two tracts of land in Brazos County, Texas, on the J. Burd league 14 of 302 acres in the N. W. 1/2 of said league. Beginning at the South cor. of said 1/2 league, Thence run N. 45 W. with S. W. line of said Burd league and cor. a stk. 1708 vrs. from beginning; Thence run N. 45 E. 2220 vrs. and cor. in S. W. line of Henry and Freddie Kurten 317 acre tract; Thence S. 45 E. 708 vrs. to the dividing line of said Burd league; Thence S. 45 W. with dividing line of said league 2220 vrs. to the place of beginning containing 302 acres of land, more or less. 2nd tract is in the S. E. 1/2 of Burd league and Lot No. 3 thereon in the Subdivision of said S. E. 1/2 league and being 157 acres bought of Hyman Kurten deed dated Dec. 31st, 1881 and Recorded in Book "W" page 191, County Clerk office in Brazos County, Texas.

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 Mrs. Pearl Buchanan, her heirs and assigns, forever; and We do hereby bind ourselves heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Mrs Pearl Buchanan, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands, at Kurten Texas, this 11th day of January A.D. 1906

Signed and delivered in presence of

Henry Kurten
Augusta Kurten

THE STATE OF TEXAS,
County of Brazos

BEFORE ME, Aug Pinzel a Notary Public in and for Brazos County, Texas, on this day personally appeared Henry Kurten known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE This 11th day of January A.D. 1906

Aug Pinzel, Notary Public in and for Brazos County, Tex.

THE STATE OF TEXAS,
County of Brazos

BEFORE ME, Aug Pinzel, a Notary Public in and for Brazos County, Texas on this day personally appeared Mrs. Augusta Kurten wife of Henry Kurten known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me, privily and apart from her husband, and having the same by me fully explained to her, she, the said Mrs Augusta Kurten acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE This 11th day of January A.D. 1906

Aug. Pinzel, Notary Public in and for Brazos County Texas

THE STATE OF TEXAS,
County of Brazos.

I, W. C. Boyett, Clerk of the County Court of said County, do hereby certify that the above instrument of writing, dated on the 11th day of January A.D. 1906, with its Certificate of Authentication, was filed for record in my office this 25 day of Jan A.D. 1906 at 7 40 o'clock A.M., and duly recorded the 26 day of Jan A.D. 1906, at 11 o'clock A.M.

WITNESS MY HAND And the seal of the County Court of said County, at office in Bryan, the day and year last above written.

By C. E. Boyett Deputy.

W. C. Boyett
Clerk County Court, Brazos County, Texas.

WARRANTY DEED — FORBES PRINTING COMPANY, STATIONERS, DALLAS, TEXAS

26/497 Deed

THE STATE OF TEXAS,
County of Brazos

Know All Men by These Presents:

THAT We William Kuntzen and Jane Kuntzen, husband and wife

of the County of Brazos and State ~~aforesaid~~ of Texas, for and in consideration of the sum of Three Hundred Twelve and 50/100 DOLLARS, to us ~~in hand~~ paid by W H Buchanan, the receipt of which is hereby acknowledged

has GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said W H Buchanan

of the County of Brazos and State of Texas all that certain Twenty five acres of land more or less in the J. Laird League in Brazos County Texas, and being a part of Lot No 3. in the Division of the S. E half of said J. Laird League, and being the land, on which we reside as our homestead, and being the land inherited by us as heirs of John H Kuntzen, Dec'd, and being a part of 219 acres owned by said John H Kuntzen bought from E Laird 9th Feb 1870. also being our undivided interest in said 219 acres as heirs of said John H Kuntzen

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 W H Buchanan his heirs and assigns, forever; and We do hereby bind ourselves, heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said W H Buchanan his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands, at Kurten, this 23rd day of Aug A.D. 1906

Signed and delivered in presence of

William Kuntzen
Jane Kuntzen

THE STATE OF TEXAS,
County of Brazos

BEFORE ME, Aug Prinzel a Notary Public in and for Brazos County, Texas, on this day personally appeared Wilhelm Kuntzen known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE This the 28th day of August A.D. 1906

Seal

Aug Prinzel Notary Public in & for Brazos County Texas

THE STATE OF TEXAS,
County of Jones

BEFORE ME, Jno B Thomas County Judge in and for Jones County Texas on this day personally appeared Jane Kuntzen wife of Wilhelm Kuntzen known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me, privily and apart from her husband, and having the same by me fully explained to her, she, the said Jane Kuntzen acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE This 19" day of Sept A.D. 1906

Seal

Jno B Thomas County Judge of Jones Co Tex

THE STATE OF TEXAS,
County of Brazos,

I, W. C Boyett, Clerk of the County Court of said County, do hereby certify that the above instrument of writing, dated on the 23 day of Aug A.D. 1906 with its Certificate of Authentication, was filed for record in my office this 25 day of Sept A.D. 1906, at 2 o'clock P. M., and duly recorded the 25 day of Sept A.D. 1906, at 4 30 o'clock P. M.

WITNESS MY HAND And the seal of the County Court of said County, at office in Bryan, the day and year last above written.

By G R Wicker Deputy.

W. C Boyett
Clerk County Court, Brazos County, Texas.

THE STATE OF TEXAS|

COUNTY OF BRAzos | KNOW ALL MEN BY THESE PRESENTS: That I, Mrs. Pearl Buchanan, joined herein pro-forma by my husband W. H. Buchanan, of the County of Brazos, State of Texas, for and in consideration of the sum of One and No/100 Dollars, and other good and valuable considerations to us cash in hand paid by A. S. Ware, County Judge of Brazos County,Texas, for the use and benefit of Brazos County, the receipt of which said considerations is hereby acknowledged.

Have Granted, Sold and conveyed, and by these presents do Grant, Sell, and convey unto the said A. S. Ware, County Judge of Brazos County, Texas, and his successors in office, for the use and benefit of Brazos County, a tract of land out of the I. Curd Survey, Abstract No. 11 in Brazos County,Texas, described as follows:

Being one (1) acre of land in a square, approximately seventy-five(75) varas on each dimension, out of the southwest corner of a tract of one hundred fifty-seven (157) acres and which hereby conveyed one-acre tract adjoins the Valenta land and also the new location of State Highway No. 21 on the south side of said Highway.

One of the purposes of this conveyance is to provide Brazos County with a site for the maintenance of a public livestock dipping vat with the necessary pens and chutes; and it is expressly provided that upon formal order of the Commissioners' Court, abandoning such vat and its public use then title to said site shall revert to grantors or their heirs or legal representatives.

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 A.S. Ware, County Judge of Brazos County,Texas, and his successors in office, and we do hereby bind ourselves, our heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said A. S. Ware, County Judge of Brazos County Texas, and his successors in office, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our hands at Bryan, Texas, this 20th day of February, A.D. 1942.

Mrs. Pearl Buchanan
(Mrs. Pearl Buchanan)

W. H. Buchanan
(W.H.Buchanan) Pro Forma.

THE STATE OF TEXAS|

COUNTY OF BRAzos | BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared W. H. Buchanan and Pearl Buchanan his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Pearl Buchanan, wife of the said W. H. Buchanan, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Pearl Buchanan acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 28th day of February A.D. 1942.

J. G. Minkert.(J. G. Minkert)

(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 4th day of March A.D. 1942 at 10 o'clock a.m. and duly recorded on the 5th day of March A.D. 1942 at 10:30 o'clock a.m. to which I certify A. B. Syptak, C.C.C.B.C.

Mrs L. Newton Deputy

VOL 386 PAGE 890

136494

FILED
AT 3:15 O'clock P M
DEC 13 1977
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By Deputy

AMENDMENT TO OIL AND GAS LEASE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF BRAZOS §

Date Recorded 12-14-77

WHEREAS, by agreement dated September 16, 1974, Eugene M. Beard and wife, Marguerite Beard, as Lessor, granted to Public Lands Exploration, Inc., as Lessee, an Oil and Gas Lease covering one hundred and fifty-seven (157) acres of land more or less situated in the Isaiah Curd League, Brazos County, Texas, which lease is recorded in Volume 22, Page 93 of the Oil and Gas Lease Records of Brazos County, Texas (the "Oil and Gas Lease");

WHEREAS, Amalgamated Bonanza Petroleum Ltd. is the current owner and holder of the Oil and Gas Lease; and

WHEREAS, the parties hereto now desire to amend the Oil and Gas Lease in certain respects.

NOW, THEREFORE, in consideration of the premises and Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The Oil and Gas Lease shall be amended by adding thereto as Paragraph 24 the following:

> 24. 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 19 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 the 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 24, a unit once established hereunder shall remain in force to 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 24 with consequent allocation of production as herein provided. As used in this paragraph 24, 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.

2. Except as specifically amended hereby the Oil and Gas Lease shall remain in full force and effect in accordance with its original terms.

IN WITNESS WHEREOF this Amendment to Oil and Gas Lease has been executed this 1st day of December, 1977.

Eugene M. Beard

Eugene M. Beard

Marguerite Beard

Marguerite Beard

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, on this day personally appeared EUGENE M. BEARD and MARGUERITE BEARD known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of December, 1977.

Linda J. Odom

Notary Public in and Brazos County,
TEXAS

My Commission Expires:
12-31-79

Prod. 88 Spec.

OIL AND GAS LEASE

DATE RECORDED 1-28-75

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 27th day of August, 19 74, by and between

W. F. Odom A Bachelor

96212

FILED FOR RECORD
DATE 1-23-75
AT 11 O'CLOCK A M
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY: Flora L Gibson

of Kurten, Texas, hereinafter called lessor (whether one or more) and

Public Lands Exploration, Inc., 2995 LBJ Freeway

of Dallas, Texas, hereinafter called lessee:

WITNESSETH, That the lessor, for and in consideration of $5.00 and other consideration DOLLARS

($ 5.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Brazos, State of Texas, described as follows, to-wit:

THIRD TRACT:

Three Hundred Seventeen (317) acres, in the I. Curd League, Abstract No. 11, Brazos County, Texas, and described as follows:

BEGINNING at the South corner of the I. Curd League;
THENCE N 45 W 2000 varas to a point in a line dividing the league;

THENCE with said line N 45 E 3300 vrs to the North corner of Lot No. 3 in the dividing line of the league, which is the BEGINNING CORNER of this tract;

THENCE South 45 West with the dividing line of said League 1020 vrs. to corner;
THENCE North 45 West 1575 vrs. to corner on J. C. Holmes S. E. line of 75 acres;
THENCE North 45 East with Holmes line to his East corner on gully;
THENCE with the gully to Holmes North corner on league line;
THENCE with the League line to Mrs. Johnnie Koppe West corner;
THENCE South 45 E. 785 vrs. to corner;
THENCE North 45 E. 200 vrs. and corner;
THENCE South 45 E. 1160 vrs. to the dividing line of said Curd League to the PLACE OF BEGINNING.

(41)

description attached

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of Section _____ Township _____ Range _____ and containing 317 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~XXX~~ 5 years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling for oil or gas, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises; and drilling operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If oil or gas shall be discovered and produced from any such well or wells drilled or being drilled at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas shall be produced from the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. To pay the lessor one-eighth, at the market price at the well for the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the City National Bank at Bryan, Texas, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of $1585.00 DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and terminate. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lesser, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

The undersigned, lessors, for themselves, their heirs and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, in so far as said rights of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

In Testimony Whereof We Sign, as of the day and year first above written.

W. T. Odom _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF Texas
COUNTY OF Brazos } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of August, 19 74, personally appeared W. F. Odom

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires June 1, 1975

Linda J. Odom
Notary Public.

State of
County of } ss.

The foregoing instrument was acknowledged before me this day of 19
by

Witness my hand and official seal.
My Commission Expires:

Notary Public

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of, A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of, A. D. 19

(SEAL)

Notary Public.

My Commission expires

VOL 22 PAGE 514

110127

FILED
AT 3:00 O'clock PM
JUN 1 1976
FRANK BORSKE
County Clerk, Brazos County, Texas, Texas
By Lucy Deputy

Date Recorded 6-3-76

RIDER

By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

CORRECTION Date: May 17, 1976

The attached oil and gas lease in lieu of and in correction of that certain oil and gas lease dated August 27, 1974 and recorded in Vol. 22, Page 87 of the mineral lease records of Brazos County, Texas in which a mineral lease was taken on a Producers Spbc. 88 and should have been taken on a Producers 88 with 640 acre pooling provision.

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

W. F. Odom
W. F. Odom a bachelor (Lessor)

(Lessor)

(Lessor)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared W. F. Odom, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this 20th day of May 1976.

My Commission Expires
June 1, 1977

Maudie A. Odom
Notary Public in and for Brazos County, State of Texas

HUSBAND AND WIFE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

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 _____ 1976.

My Commission Expires

_____

Notary Public in and for Brazos County, State of Texas

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

Pound Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 27th day of August 19 74, between W. F. Odom a bachelor

lessor (whether one or more), whose address is: Gen. Del., Kurten, Texas 77862

and Public Lands Exploration, Inc., 2995 LBJ Freeway, Dallas, Texas, lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

Description attached ; containing 317 acres of land more or less out of the I Curd League, Abstract No. 11, Brazos County, Texas

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 317 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 ~~XXXXX~~ five (5) mo 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 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 limitaton, 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 City National Bank at Bryan, Texas 77801, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $1585.00, 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.

W. F. Odom ss # [redacted]

STATE OF Texas
COUNTY OF Brazos

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared W. F. Odom a bacheler

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

Given under my hand and seal of office this 20th day of May, 19 76

My Commission Expires
June 1, 1977

Maudie A Odom
Notary Public in and for Brazos County, State of Texas

STATE OF _____

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Pr. Sd. 88 Spec.

VOL 22 PAGE 96 DATE RECORDED 1-28-75 1047

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 27th day of August, 19 74 by and between James D. Wilson and wife F. Earline Wilson

96215

of Rt. 2, Kurten, Texas, hereinafter called lessor (whether one or more) and Public Lands Exploration, Inc., 2995 LBJ Freeway of Dallas, Texas, hereinafter called lessee:

FILED FOR RECORD DATE 1-23-75 AT 11 O'CLOCK A M
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY: Glenn Shepard DEPUTY

WITNESSETH, That the lessor, for and in consideration of $5.00 and other consideration ($ 5.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Brazos, State of Texas, described as follows, to-wit:

600 acres of land, more or less, in Brazos County, Texas, described by metes and bounds in three tracts as follows:

FIRST TRACT:

One Hundred Sixty-three acres of land, part of the H. Neville Survey, Abstract No. 185 and J. K. Davis Survey, Abstract No. 103, Brazos County, Texas, and described as follows:

BEGINNING at the North corner of the H. Neville Survey;
THENCE S 45 W 660 vrs to a point in channel of Cedar Creek and on northwest line of Neville Survey, which is the BEGINNING corner of this tract;
THENCE South 45 West along line of said survey 61 vrs to corner;
THENCE South 45 East 1251 vrs to corner;
THENCE N 45 E at 745 vrs line between Neville and Davis Surveys 868 vrs to corner;
THENCE N 45 W 906 vrs to point in channel of Cedar Creek;
THENCE up said creek with its meanders to the PLACE OF BEGINNING, containing 163 acres of land, more or less, 143 acres of which is in the H. Neville Survey and 20 acres in the J. K. Davis Survey.

SECOND TRACT:

Part of the J. A. Phelps Survey, Abstract No. 197, Brazos County, Texas, and described as follows:

BEGINNING at the North corner of the Phelps Survey;
THENCE S 45 E 1000 vrs and corner;
THENCE S 45 W 670 vrs and corner;
THENCE N 45 W 1000 vrs and corner;
THENCE N 45 E 670 vrs to the PLACE OF BEGINNING, containing 120 acres of land.

(41)

THIRD TRACT:

Three Hundred Seventeen (317) acres, in the I. Curd League, Abstract No. 11, Brazos County, Texas, and described as follows:

BEGINNING at the South corner of the I. Curd League;
THENCE N 45 W 2000 varas to a point in a line dividing the league;

Abstract No. Page

THENCE with said line N 45 E 3300 vrs to the North corner of Lot No. 3 in the dividing line of the league, which is the BEGINNING CORNER of this tract;

THENCE South 45 West with the dividing line of said League 1020 vrs. to corner;
THENCE North 45 West 1575 vrs. to corner on J. C. Holmes S. E. line of 75 acres;
THENCE North 45 East with Holmes line to his East corner on gully;
THENCE with the gully to Holmes North corner on league line;
THENCE with the League line to Mrs. Johnnie Koppe West corner;
THENCE South 45 E. 785 vrs. to corner;
THENCE North 45 E. 200 vrs. and corner;
THENCE South 45 E. 1160 vrs. to the dividing line of said Curd League to the PLACE OF BEGINNING.

(141)

description attached

of Section ..... Township ..... Range ..... and containing 600 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~XXX~~ 5 years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling for oil or gas, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises; and drilling operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If oil or gas shall be discovered and produced from any such well or wells drilled or being drilled at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas shall be produced from the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. To pay the lessor one-eighth, at the market price at the well for the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the City Natl Bank at Bryan Texas, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of $1,732.00 DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and terminate. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

The undersigned, lessors, for themselves, their heirs and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, in so far as said rights of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

L. Earline Wilson (SEAL)

James D. Wilson (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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STATE OF Texas
COUNTY OF Brazos } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of August 19 74 personally appeared James D. Wilson

and wife, F. Earline Wilson

to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires June 1, 1975

Linda J. Olson
Notary Public.

State of
County of } ss.

The foregoing instrument was acknowledged before me this _____ day of _____ 19 ___ by

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 19_____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A. D. 19_____

(SEAL)

Notary Public.

My Commission expires _____

No. _____ FROM _____ TO _____ d 19 _____ Acres _____ County _____

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

County Clerk.

Deputy.

When recorded return to 350

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Prod. 88 Spec.

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/ 1031

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 5th day of September, 1974 by and between Raymond B. Buchanan and wife Mary D. Buchanan

Date Recorded 1-28-75 96254

FILED FOR RECORD
DATE 1-28-1975
AT 11 O'CLOCK A M
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY Frank Boriskie

of 1615 Oakview, Bryan, Texas 77801, hereinafter called lessor (whether one or more) and Public Lands Exploration, Inc., 2995 LBJ Freeway of Dallas, Texas, hereinafter called lessee:

WITNESSETH, That the lessor, for and in consideration of $5.00 and other consideration ($ 5.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Brazos, State of Texas, described as follows, to-wit:

all that certain

4.89 acre tract or parcel of land lying and being situated in the I.Curd League, Abstract No. 11, Brazos County, Texas, also being part of the two tracts of land conveyed to Hugo J. Endler by deed recorded in Volume 210, page 555, of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

BEGINNING at the fence corner at the east corner of the tract called "First Tract" in the above mentioned deed, same being in the northwesterly right-of-way line of Texas State Highway No. 21;
THENCE S 45° 02' W along said Highway right-of-way line for a distance of 1073.23 feet to an iron rod for corner;
THENCE N 55° 12' W for a distance of 355.11 feet and corner at the east corner of a 34.48 acre tract out of the Buchanan 302 acre tract, this point being in the center of the Old Bryan-Madisonville Road;
THENCE N 60° 24' E along a fence line and the center of said Old Bryan-Madisonville Road for a distance of 655.09 feet;
THENCE N 56° 38' E continuing along said fence and Old road for a distance of 319.49 feet to a fence corner for corner;
THENCE S 44° 04' E along a fence line for a distance of 59.72 feet to the PLACE OF BEGINNING containing 4.89 acres of land more or less, and being the same land conveyed to Ethel M.Endler by two deeds dated March 14, 1961;

AND

a part of the ISAIAH CURD SURVEY, in Brazos County, Texas, Abstract No. 11, escribed as follows:

BEGINNING at S. corner of the N.W. 1/2 of said league;

HENCE North 45 West 768 vrs to corner;

HENCE North 45 East 2220 vrs and corner;

HENCE South 45 East 768 vrs and corner;

HENCE South 45 West 2220 vrs to the PLACE OF BEGINNING, and containing 302 acres of and being the same land described in a deed from Henry Kurten et ux to Pearl Buchanan, January 11, 1906, and recorded in Volume 26, page 339, Brazos County Deed Records,

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which reference is made for all purposes; SAVE AND EXCEPT, out of said tract, 15.75 s is described as follows:

BEGINNING at rock set on S. W. line of said Curd league from which a P.O. mkd H S 18 E 13 vrs, which is SE corner of said 302 acre tract and N. W. corner of 200 acre t owned by said Fritz Kehlenbrink;

THENCE North 45 East 839 vrs and corner post set 32 feet S 45 E from center of the n & Kurten Public Road;

THENCE N. 45 W. 32 feet and cor in center of said road;

THENCE along center of said Road S. 58½ W. 232 vrs; S. 63 W. 119 vrs; S. 56 W. vrs; and cor rock in center of said road and in said league line;

THENCE S. 45 E. 218 vrs. along said SW league line to the PLACE OF BEGINNING, containing 15.75 acres of land, more or less,

SAVE AND EXCEPT, from this conveyance, 3.57 acres conveyed by W. H. Buchanan and wi State of Texas for right-of-way purposes by deed dated October 8, 1930, and recorded Volume 78, page 306, Brazos County Deed Records, to which reference is made for all rposes,

AND SAVE AND EXCEPT

all that certain tract or parcelof land lying and being situated in the I, Curd League, Abstract No. 11, Brazos County,Texas, also being part of the 302 acre tract conveyed to Raymond Buchanan by deed recorded in Vol. 140, pg. 119, of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

BEGINNING at the fence corner marking the west corner of the above mentioned 302 acre tract;

THENCE along a fence line as follows:

S 46° 46' E 197.44 ft.
S 52° 35' E 92.22 ft.
S 39° 35' E 130.23 ft.
S 45° 57' E 1103.98 ft. and corner at a fence corner in the center of the Old Bryan-Madisonville Road, same being the west corner of the "Second Tract" described in deed to Hugo J. Endler by deed recorded in Vol. 210, pg. 286, of the Deed Records of Brazos County, Texas;

V

THENCE N 55° 55' E along a fence line in the center of the Old Bryan-Madisonville Road for a distance of 968.0 ft. and corner;
THENCE N 55° 12' W for a distance of 691.47 ft. to an iron rod for corner;
THENCE N 32° 30' W for a distance of 1055.18 ft. to a post oak tree 26 inches in diameter for corner, same being in the northwest line of the before mentioned 302 acre tract;
THENCE S 44° 34' W along said fence line for a distance of 904.79 ft.;
THENCE S 45° 12' W continuing along said fence line for a distance of 170.71 ft. to the PLACE OF BEGINNING containing 34.48 acres of land, more or less.

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of Section _____ Township _____ Range _____ and containing 253.09 acres, more or less.

It is agreed that this lease shall remain in force for a term of 5 years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling for oil or gas, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises; and drilling operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If oil or gas shall be discovered and produced from any such well or wells drilled or being drilled at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas shall be produced from the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. To pay the lessor one-eighth, at the market price at the well for the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the City National Bank at Bryan, Texas 77801, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Twelve hundred sixty five and 45/100 ($1265.45) DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and terminate. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

The undersigned, lessors, for themselves, their heirs and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, in so far as said rights of dower and homestead may in any way affect the purposes for which this lease is made as recited herein.

In Testimony Whereof, We Sign as of the day and year first above written.

Raymond P. Buchanan _____ (SEAL)

Mary D. Buchanan _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF Texas
COUNTY OF Brazos } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of September, 19 74, personally appeared Raymond B. Buchanan

and wife Mary D. Buchanan, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires June 1, 1975

Maudie A. Adam
Notary Public

State of Texas
County of Brazos } ss.

The foregoing instrument was acknowledged before me this 5th day of September 19 74 by Raymond B. Buchanan and wife Mary D. Buchanan

Witness my hand and official seal.
My Commission Expires:
June 1, 1975

Maudie A. Adam
Notary Public.

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this ..... day of ..... A. D. 19 ....., before me personally appeared ....., to me personally known, who, being by me duly sworn, did say that he is the ..... of ..... and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ..... acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this ..... day of ....., A. D. 19 .....

(SEAL)

Notary Public.

My Commission expires .....

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Deputy.
OMING

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FILED
3:00 O'Clock P.M.

110137

JUN 1 1976

Date Recorded 6-3-76

FRANK BORSKIE
County Clerk, Brazos County, Texas, Deputy

RIDER

By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

CORRECTION Date: May 17, 1976

The attached oil and gas lease in lieu of and in correction of that certain oil and gas lease dated September 5, 1974 and recorded in Vol. 22, Page 232 of the mineral lease records of Brazos County, Texas in which a mineral lease was taken on a Producers Spbc. 88 and should have been taken on a Producers 88 with 640 acre pooling provision.

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

Raymond B. Buchanan
Raymond B. Buchanan (Lessor)

Mary D. Buchanan
Mary D. Buchanan (Lessor)

_____
(Lessor)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that ___ executed the same as ____ free act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____ 1976.

My Commission Expires

_____

_____
Notary Public in and for Brazos County, State of Texas

HUSBAND AND WIFE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Raymond B. Buchanan and Mary D. Buchanan 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 21ST day of May 1976.

My Commission Expires

June 1, 1977

Maudie A Odom
Notary Public in and for Brazos County, State of Texas

COUNTY OF BRAZOS

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

Pound Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 5th day of September 19 74, between Raymond B. Buchanan and wife Mary D. Buchanan

lessor (whether one or more), whose address is: 1615 Oakview, Bryan, Texas 77801, and Public Lands Exploration, Inc., 2995 LBJ Freeway, Dallas, Texas, lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

253.09 Acres of land, more or less, out of the I. Curd League, Brazos County
Description attached.

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 253.09 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 five (5) 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 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 limitaton, 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 City National Bank Bank at Bryan, Texas 77801, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ 1,265.45, 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.

Raymond B. Buchanan

Mary D. Buchanan

STATE OF _____

COUNTY OF _____

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersi

known to me to be the

executed the same as

Given under my han

My Commission Expires

STATE OF TEXAS }
COUNTY OF BRAZOS }

I, Frank Boriskie, Clerk of the County Court in and for Brazos County, Texas, do hereby certify that this instrument was FILED on the date and at the time stamped hereon and RECORDED in the volume and page of the Oil & Gas Lease Records of said County on the date stamped hereon.

FRANK BORISKIE, County Clerk
Brazos County, Texas

By: Ruby Hind Deputy

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ounty, State of

ENT—TEXAS OR NEW MEXICO

STATE OF

COUNTY OF

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Given under my han

My Commission Expires

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ounty, State of

ENT—TEXAS OR NEW MEXICO

STATE OF Texas

COUNTY OF Brazos

Before me, the undersigned authority, on this day personally appeared Raymond B. Buchanan and Mary D. Buchanan 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 21st day of May, 19 76

My Commission Expires
June 1, 1977

Maudie A Odom

Notary Public in and for Brazos County, State of Texas

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

No.

Oil, Gas and Mineral Lease

FROM

TO

Dated 19

No. Acres

Term

County,

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

When recorded return to

Deputy

Pound Printing & Stationery Co., Houston, Texas

352

VOL 22 PAGE 134 DATE RECORDED 1-28-75

Prod. 88 Spec.

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 30th day of September, 19 74 by and between

Ollie T. Lenz and wife Evelyn H. Lenz 96227

FILED FOR RECORD NO.
DATE 1-27-75
AT O'CLOCK M
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY Flora L. Shepard

of Rt. 2, Box 162, Bryan, Texas 77801, hereinafter called lessor (whether one or more) and

Public Lands Exploration, Inc., 2995 LBJ Freeway

of k Dallas, Texas, hereinafter called lessee:

WITNESSETH, That the lessor, for and in consideration of $5.00 and other consideration DOLLARS

($ 5.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of

Brazos, State of Texas described as follows, to-wit:

[illegible] property.

Being a 16.77 acre tract or parcel of land lying and being situated in the ISAIAH CURD LEAGUE, Brazos County, Texas, and being part of the 85 acre tract of land conveyed to Louis Holubec in the Deed recorded in Vol. 101, page 359, Deed Records of Brazos County, Texas, and being more particularly described as follows:

BEGINNING at the iron rod set in the fence found marking the SW line of the beforementioned 85 acre tract located N 45-30-57 W along the said fence and SW line a distance of 709.19 feet from the fence corner found marking the South corner of the said 85 acre tract, said iron rod beginning point also being the West corner of a 50.71 acre tract No. 3 being out of the said 85 acre tract;

THENCE N 45-30-57 W along the beforementioned fence and SW line of the 85 acre tract for a distance of 234.20 feet to an iron rod set for corner, same being the South corner of a 50.71 acre tract No. 2 being out of the said 85 acre tract and the 85 acre tract of land conveyed to Louis Holubec in the Deed recorded in Vol. 71, page 472 of the Deed Records of Brazos County, Texas;

THENCE N 44-25-33 E along the SE line of the beforementioned tract No. 2 for a distance of 3,115.77 feet to an iron rod set for corner in the fence found marking the SW right-of-way line of Farm to Market Road No. 2038, said iron rod corner also being the East corner of the said tract No. 2;

THENCE along the beforementioned fence and SW right-of-way line of Farm to Market Road No. 2038 as follows:: S 45-43-06 E for a distance of 27.69 feet to a concrete right-of-way marker found for angle point; S 46-30-19 E for a distance of 114.39 feet to an angle point; S 52-08-07 E for a distance of 92.73 feet to an iron rod set for corner, same being the North corner of the beforementioned Tract No. 3;

THENCE S 44-25-33 W along the NW line of the beforementioned Tract No. 3 for a distance of 3,128.53 feet to the Place of Beginning, containing 16.77 acres of land, more or less, according to survey made in December, 1971, by B. J. Kling, Registered Public Surveyor.

43

tract of land in Brazos County, Texas being part of the all that certain Isaiah Curd League , and being all of an original 178.50 acre tract as originally conveyed by John C.Valenta et al to Paul Holubec et ux by deed dated April 3,1952 and recorded in Vol.154 Page 98 of the deed records of Brazos County, Texas,- save and except from said 178.50 acres a tract of 3.80 acres conveyed off the northwest side for State Highway purposes.

Beginning at a stake for corner of the southeast right-of-way line of State Highway No.21, and on the northwest line of the original 178.50 acre tract. This beginning corner is 349 feet S 45 W of the extreme north corner of the 174.70 acres which is the remainder after taking off the said 3.80 acres for said highway purposes. Thence S 45 W with the said Highway line 665¾ feet to stake for corner. Thence within the 174.70 acre tract S 45 E 645.3 feet to stake within same for corner. Thence within the 174.70 acre tract N 45 E 665¾ feet to stake within same for corner. Thence within the 174.70 acre tract N 45 W 645.3 feet to the place of beginning and containing 10 acres of land be the same more or less as surveyed Jan.19,1953 by V.A.Wakefield, Licensed State Land Surveyor of the State of Texas.

all that certain

TRACT OR PARCEL OF LAND IN THE ISAIAH CURD LEAGUE, ABSTRACT NO. 11, BRAZOS COUNTY, TEXAS, AND BEING A PART OF THAT LAND CONVEYED TO PAUL HOLUBEC BY JOHN C. VALENTA BY DEED RECORDED IN VOLUME 154, PAGE 98, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST CORNER AT AN IRON STAKE IN THE SOUTH RIGHT-OF-WAY LINE OF ST. HIGHWAY 21 AND BEING THE NORTH CORNER OF A TRACT OF LAND CONTAINING 39.25 ACRES OF LAND CONVEYED TO MRS. VICTORIA HOLUBEC STEVENER BY MRS. HATTIE HOLUBEC KRISTYNIK, ET ALS, IN A DEED OF EVEN DATE HEREWITH;

THENCE S 51-54 E 1411.1 FEET TO AN IRON STAKE FOR CORNER;

THENCE N 45-00 E 1484.1 FEET TO AN IRON STAKE FOR CORNER;

THENCE FOR THE FOLLOWING CALLS:

N 45-48 W 129.4 FEET; N 25-00 W 144.0 FEET; N 40-35 W 205.0 FEET;
N 83-44 W 53.0 FEET; S 74-44 W 44.0 FEET; N 45-20 W 641.0 FEET
TO AN IRON STAKE FOR CORNER;

THENCE S 69-40 W 463.0 FEET TO AN ANGLE POINT IN THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 21;

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 21 FOR THE FOLLOWING CALLS: S 50-40 W 339.0 FEET; S 46-08 W 89.0 FEET TO AN IRON STAKE FOR CORNER;

THENCE S 45-40 E 654 FEET TO AN IRON STAKE FOR CORNER;

THENCE S 45-00 W 666.0 FEET TO AN IRON STAKE FOR CORNER;

THENCE N 45-40 W 653.0 FEET TO AN IRON STAKE FOR CORNER IN THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 21;

THENCE S 45-00 W 129.1 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 21 TO THE PLACE OF BEGINNING, AND CONTAINING 39.25 ACRES OF LAND, MORE OR LESS, ACCORDING TO A SURVEY MADE BY HENRY P. O'NEAL, PROFESSIONAL ENGINEER, ON OCTOBER 26, 1968.

of Section ..... Township ..... Range ..... and containing 66.02 acres, more or less.

five

It is agreed that this lease shall remain in force for a term of XX years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling for oil or gas, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises; and drilling operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If oil or gas shall be discovered and produced from any such well or wells drilled or being drilled at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas shall be produced from the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. To pay the lessor one-eighth, at the market price at the well for the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Bryan, Texas 77801, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three hundred thirty & 10/100 ($330.10) DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and terminate. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

The undersigned, lessors, for themselves, their heirs and assigns, hereby surrender and release all rights of dower and homestead in the premises here described, in so far as said rights of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

Ollie D. Berry (SEAL)

Evelyn H. Berry (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Texas
COUNTY OF Brazos } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of September, 19 74, personally appeared Ollie T. Lenz

and wife Evelyn H. Lenz, to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires June 1, 1975

Maudie A. [illegible]
Notary Public

State of Texas
County of Brazos } ss.

The foregoing instrument was acknowledged before me this 30th day of September, 19 74 by Ollie T. Lenz and wife Evelyn H. Lenz

Witness my hand and official seal.

My Commission Expires: June 1, 1975

Maudie A. [illegible]
Notary Public

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of, A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of, A. D. 19

(SEAL)

Notary Public.

My Commission expires

Vol 22 PAGE 248 DATE RECORDED 1-28-75 039

Prod. 88 Spec.

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 27th day of September, 1974 by and between Leon W. Stevener and wife Victoria Holubec Stevener 96206

FILED FOR RECORD
DATE 1-23-75
AT 11 O'CLOCK A M
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY

of Rt. 2, Box 160, Bryan, Texas 77801, hereinafter called lessor (whether one or more) and Public Lands Exploration, Inc., 2995 LBJ Freeway of Dallas, Texas, hereinafter called lessee:

WITNESSETH, That the lessor, for and in consideration of $5.00 and other consideration DOLLARS ($ 5.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Brazos, State of Texas described as follows, to-wit: all that certain

TRACT OR PARCEL OF LAND IN THE ISAIAH CURD LEAGUE, ABSTRACT NO. 11, BRAZOS COUNTY, TEXAS, AND BEING A PART OF THAT LAND CONVEYED TO PAUL HOLUBEC BY JOHN C. VALENTA BY DEED RECORDED IN VOLUME 154, PAGE 98, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST CORNER AT AN IRON STAKE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 21 AND THE EAST RIGHT-OF-WAY LINE OF A COUNTY ROAD;

THENCE S 45-57 E 1401.4 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF THE COUNTY ROAD TO AN IRON STAKE FOR CORNER;

THENCE N 45-00 E 1293.9 FEET TO AN IRON STAKE FOR CORNER;

THENCE N 51-54 W 1411.1 FEET TO AN IRON STAKE IN THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 21;

THENCE S 45-00 W 1146.9 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 21 TO THE PLACE OF BEGINNING, AND CONTAINING 39.25 ACRES OF LAND, MORE OR LESS, ACCORDING TO A SURVEY MADE BY HENRY P. O'NEAL, PROFESSIONAL ENGINEER, ON OCTOBER 26, 1968.

(44)

of Section ..... Township ..... Range ..... and containing 39.25 acres, more or less.

five

It is agreed that this lease shall remain in force for a term of ~~XXX~~ years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling for oil or gas, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises; and drilling operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If oil or gas shall be discovered and produced from any such well or wells drilled or being drilled at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas shall be produced from the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. To pay the lessor one-eighth, at the market price at the well for the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank Bank at Bryan, Texas 77801, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One hundred ninety six and 25/100 ($196.25) DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue as to the lands released, shall cease and terminate. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent, to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

The undersigned, lessors, for themselves, their heirs and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, in so far as said rights of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

Leon W. Stevens (SEAL)

Victoria H. Stevens (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Vol 22 Page 249

VOL 22 PAGE 250

STATE OF Texas
COUNTY OF Brazos } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of September, 19 74, personally appeared Leon W. Stevener

and wife Victoria Holubec Stevener, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires June 1, 1975

Maudie A. Adams
Notary Public

State of Texas
County of Brazos } ss.

The foregoing instrument was acknowledged before me this 27th day of September 19 74 by Leon W. Stevener and wife Victoria Holubec Stevener

Witness my hand and official seal.

My Commission Expires: June 1, 1975

Maudie A. Adams
Notary Public

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of, A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of, A. D. 19

(SEAL)

Notary Public.

My Commission expires

VOL 22 PAGE 250

FILED
3:00 O'clock P M
JUN 1 1976
FRANK BORSKIE
County Clerk, Brazos County, Texas

Date Recorded 6-3-76

110133 RIDER

By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

CORRECTION Date: May 17, 1976

The attached oil and gas lease in lieu of and in correction of that certain oil and gas lease dated September 27, 1974 and recorded in Vol. 22, Page 248 of the mineral lease records of Brazos County, Texas in which a mineral lease was taken on a Producers Spbc. 88 and should have been taken on a Producers 88 with 640 acre pooling provision.

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

Leon W. Stevener
Leon W. Stevener (Lessor)

Victoria Holubec Stevener
Victoria Holubec Stevener (Lessor)

_____ (Lessor)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that ___ executed the same as ____ free act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____ 1976.

My Commission Expires

_____

_____
Notary Public in and for Brazos County, State of Texas

HUSBAND AND WIFE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Leon W. Stevener and Victoria Holubec Stevener 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 20th day of May 1976.

My Commission Expires

June 1, 1977

Maudie A. Odom
Notary Public in and for Brazos County, State of Texas

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

Pound Printing & Stationery Co., Houston, Texas

VOL. PAGE 44

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 27th day of September 19 74, between Leon W. Stevener and wife Victoria Holubec Stevener

lessor (whether one or more), whose address is: Rt. 2, Box 160, Bryan, Texas 77801, and Public Lands Exploration, Inc., 2995 LBJ Freeway, Dallas, Texas, lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

Tract or parcel of land in the Isaih Curd League, abstract No. 11, Brazos County, Texas, and being a part of that land conveyed to Paul Holubec by John C. Valenta, by deed recorded in Volume 154, page 98, of the Deed Records of Brazos County, Texas, and being described as follows:

Beginning at the West corner at an iron stake at the intersection of the South Right-of-way line of State Hwy 21 and the East Right-of-way line of a county road;

Thence S. 45-57 E. 1401.4 feet along the East Right-of-way line of the county road to an iron stake for corner;

Thence N 45-00 E. 1293.9 feet to an iron stake for corner;

Thence N. 51-54 W 1411.1 feet to an iron stake in the South Right-of-way line of State Hwy 21;

Thence S. 45-00 W 1146.9 feet along the South Right-of-way line of State Hwy 21 to the Place Of Beginning, and containing 39.25 acres of land, more or less, according to a survey made by Henry P. O'Neal, professional engineer, on October 26, 1968.

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 39.25 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 ~~XXXXX~~ five (5) mo 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 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 limitaton, 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 77801, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ 196.25, 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.

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.

Leon W. Stevener

Victoria Holubec Stevener

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF Texas

COUNTY OF Brazos

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Leon W. Stevener and Victoria Holubec Stevener 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 20th day of May, 1976.

My Commission Expires

June 1, 1977

Maudie A Odom

Notary Public in and for Brazos County, State of Texas

VOL 22 PAGE 535

Producers 88 (7-69)
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.

County Clerk

By Deputy

When recorded return to

Pound Printing & Stationery Co., Houston, Texas

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

VOL 22 PAGE 210

1024

Pound Printing & Stationery Co., Houston, Texas

DATE RECORDED 1-28-75

OIL, GAS AND MINERAL LEASE

FILED FOR RECORD
DATE 1-28-1975
AT 11 O'CLOCK A M
FRANK BORISKIE
BRAZOS COUNTY CLERK
By Frank Boriskie

96247

THIS AGREEMENT made this 23rd day of October 1974, between Bernard J. Kehlenbrink and wife Ella G. Kehlenbrink

Lessor (whether one or more), whose address is: Rt. 2, Box 159, Bryan, Texas 77801 and Public Lands Exploration, Inc., 2995 LBJ Freeway, Dallas, Texas, Lessee, WITNESSETH:

1. Lessor in consideration of $5.00 and other consideration ($ 5.00) in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Brazos County, Texas, to-wit:

all that certain tract of parcel of land lying and being situated in the Isaah Curd league abstract No 11, in Brazos County, Texas, and being a portion of a 69 acre tract of land described in a deed of conveyance from Mrs. Anna Kehlenbrink et al to W.H.Kehlenbrink which deed is dated July, 30th, 1919 and recorded in Volume 49, page, 73 records of deeds of Brazos County, Texas. The land hereby conveyed being described as follows:

Beginning at a stake set on the Southwest side of a public road, which is also the Northeast line of the above mentioned 69 acre tract, said stake being S. 45 E. 590 feet from the Southwest line of the right of way of State highway number twenty one;

Thence about S. 39 W. 481 feet and corner a stake for corner at a Post oak tree about 20 inches in diameter;

Thence S. 45 E. 452½ feet and corner a stake in field for corner;

Thence N. about 39 E. 481 feet and corner a stake set in the Southwest line of the above mentioned public road;

Thence N. 45 W. with said road, 452½ feet to the place of beginning, containing five acres of land AND

BEGINNING: at a point in the Northeast right-of-way line of State Hwy 21, said point also being in the SW line of a County Road, said point also being the most northerly corner of the said 71-1/4 acre tract;
THENCE S 44° 58' 35" E 590.00 feet along said SW line to a point for corner;
THENCE S 39° 01' 25" W 481.00 feet to a 24" Post Oak for corner;
THENCE S 44° 58' 35" E 452.50 feet to a point for corner;
THENCE N 39° 01' 25" E 481.00 feet to a point in the said SW line for corner;
THENCE S 44° 58' 35" E 730.72 feet along said SW line to an iron pin for corner;

THENCE S 42° 23' 07" W 1148.18 feet to an iron pin for corner in the SW line of said 71-1/4 acre tract;
THENCE N 44° 48' 49" W 222.63 feet to a point;
THENCE N 44° 17' 34" W 74.67 feet to an iron pin for corner;
THENCE N 45° 42' 26" E 575.57 feet to an iron pin for corner;
THENCE N 42° 42' 48" E 1538.50 feet to an iron pin in the NE line of said Hwy 21 for corner;
THENCE N 45° 12' 34" E 509.16 feet along said NE line to the Place of Beginning, and containing 21.03 acres of land, more or less.

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This lease is for oil and gas only- excludes coal, lignite coal & other minerals

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 26.03 acres, whether it actually comprises more or less.

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

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

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

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender (or shall make a bona fide attempt to pay or tender, as hereinafter stated) to Lessor or to the credit of Lessor in The First Bank & Trust Co. Bank at Bryan, (77801), Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of One Hundred Thirty and 15/100 Dollars ($ 130.15), (herein called rentals), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to the parties entitled thereto or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. If Lessee shall, on or before any anniversary date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto according to Lessee's records or to a Lessor, who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with subsequent provisions of this lease, of his right to receive rental, and if such payment or deposit shall be ineffective or erroneous in any regard, Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, and this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective rental payment or deposit had been properly made, provided that the erroneous or ineffective rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by such instruments as are necessary to enable Lessee to make proper payment. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases of this lease as to all or any part of the above-described premises, or of any mineral or horizon under all or any part thereof, and thereby be relieved of all obligations as to the released land or interest. If this lease is released as to all minerals and horizons under a portion of the land covered by this lease, the rentals and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the number of surface acres within such released portion bears to the total number of surface acres which was covered by this lease immediately prior to such release.

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

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

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

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

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

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

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

Bernard J. Kehlenbrink

Ella G. Kehlenbrink

STATE OF _____

COUNTY OF _____

INDIVIDUAL ACKNOWLEDGMENT

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_____

STATE OF Texas

COUNTY OF Brazos

HUSBAND AND WIFE ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared Bernard J. Kehlenbrink and Ella G. Kehlenbrink 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 23rd day of October, 19 74

My Commission Expires
June 1, 1975

Maudie A. Odom

Notary Public in and for Brazos County, State of Texas

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

No.

Oil, Gas and Mineral Lease

FROM

TO

Dated, 19

No. Acres

Term County, Texas

This instrument was filed for record on the

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

Book , Page of the records of this office.

County Clerk

By , Deputy

When recorded return to

Pound Printing & Stationery Co., Houston, Texas

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

Found Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 28th day of June 19 76, between

Arthur J. Yeager and wife Johanna Yeager

111360

FILED FOR RECORD
DATE 6-29-76
AT 2 O'CLOCK P M
FRANK BORISKIE,
BRAZOS COUNTY CLERK
Johnna Kehlenbrink

DATE RECORDED 7-1-76

lessor (whether one or more), whose address is: Route 2, Box 143, Bryan, Texas 77801

and Amalgamated Bonanza Petrol.Ltd, 2055 So Gessner, Houston, Tex 77036 lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

21.03 acres of land, more or less, in the Isaia Curd League, Brazos County, Texas and being a part of that 71-1/4 acre tract of land conveyed to W. H. Kehlenbrink by the Fritz Kehlenbrink Estate by Deed dated July 11, 1919 and recorded in Vol. 49, page 73, Deed Records of Brazos County, Texas. Survey made by Donald D. Garrett, Registered Professional Engineer No. 22790, in August, 1974. Conveyed by Deed from Bernard J. Kehlenbrink and Ella Kehlenbrink Schroeder to Johanna Kehlenbrink Yeager, recorded Vol. 332, page 563.

RIDER

By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

SIGNED FOR IDENTIFICATION: Maudie Adams

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 21.03 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 ~~XXXX~~ five (5) 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 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 limitaton, 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 Bank and Trust Co. Bank at Bryan, Texas 77801, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ 105.15, 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.

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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.

Arthur J. Yeager

Arthur J. Yeager

Johanna Yeager

Johanna Yeager

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF Texas

COUNTY OF Brazos

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Arthur J. Yeager and Johanna Yeager 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 28th day of June, 19 76

My Commission Expires 6-1-76

Maudie A. Odom

Notary Public in and for Brazos County, State of Texas

Producers 88 (7-69) 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.

County Clerk

By Deputy

When recorded return to

Pound Printing & Stationery Co., Houston, Texas

Prod. 88 Spec.

VOL 22 PAGE 142 DATE RECORDED 1-28-75 1062

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 30th day of September, 1974 by and between

Clairee R. Andert, widow of Steve Andert

96229

FILED FOR RECORD 1-27-75 AT 11 O'CLOCK A.M. FRANK BORISKIE BRAZOS COUNTY CLERK BY Flora L. Shepp

of Rt. 2, Box 151, Bryan, Texas 77801, hereinafter called lessor (whether one or more) and

Public Lands Exploration, Inc., 2995 LBJ Freeway

of Dallas, Texas, hereinafter called lessee:

WITNESSETH, That the lessor, for and in consideration of $5.00 and other consideration DOLLARS ($ 5.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipelines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Brazos, State of Texas described as follows, to-wit:

68.09 acres, more or less, being the same land described in OG&ML dated Oct. 10, 1951, recorded in Vol. 9, Page 355 of Oil and Gas Lease Records of Brazos County, Texas save and except 2.90 acres sold and conveyed to Joel A. Potts and wife Judith Andert Potts, leaving 65.19 acres more or less in the Isaih Curd League.

(This lease excludes coal and lignite coal & other minerals except oil & gas)

of Section Township Range and containing 65.19 acres, more or less.

It is agreed that this lease shall remain in force for a term of five years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling for oil or gas, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises; and drilling operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If oil or gas shall be discovered and produced from any such well or wells drilled or being drilled at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas shall be produced from the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. To pay the lessor one-eighth, at the market price at the well for the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First Bank and Trust Co. Bank at Bryan, Texas 77801, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three hundred twenty five and 95/100 ($325.95) DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted as of the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and terminate. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessee under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

The undersigned, lessors, for themselves, their heirs and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, in so far as said rights of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

Clairee R. Andert (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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STATE OF Texas
COUNTY OF Brazos } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of September, 19 74, personally appeared Clairee R. Andert, widow of Steve Andert

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires June 1, 1975

Maudie A. Adams
Notary Public.

State of Texas
County of Brazos } ss.

The foregoing instrument was acknowledged before me this 30th day of September 19 74 by Clairee R. Andert

Witness my hand and official seal.

My Commission Expires: June 1, 1975

Maudie A. Adams
Notary Public

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of A. D. 19

(SEAL)

Notary Public.

My Commission expires

RIDER

By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

CORRECTION Date: May 17, 1976

The attached oil and gas lease in lieu of and in correction of that certain oil and gas lease dated September 30, 1974 and recorded in Vol. 22, Page 142 of the mineral lease records of Brazos County, Texas in which a mineral lease was taken on a Producers Spbc. 88 and should have been taken on a Producers 88 with 640 acre pooling provision.

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

Clairee R. Andert
Clairee R. Andert (Lessor)

(Lessor)

(Lessor)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Clairee R. Andert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this 11th day of June 1976.

My Commission Expires June 1, 1977

Maudie A. Adams
Notary Public in and for Brazos County, State of Texas

HUSBAND AND WIFE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BRAZOS

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 _____ 1976.

My Commission Expires _____

Notary Public in and for Brazos County, State of Texas

110661

FILED
At 2:45 O'clock P M
JUN 11 1976
FRANK BORISKE
County Clerk, Brazos County, Bryan, Texas
By Judy Hesse Deputy

DATE RECORDED 6-15-76

Pound Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 30th day of September 19 74, between Clairee R. Andert, widow of Steve Andert

lessor (whether one or more), whose address is: Rt 2, Box 151, Bryan, Texas 77801

and Public Lands Exploration, Inc., 2995 LBJ Freeway, Dallas, Texas, lessee, WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

68.09 acres, more or less, being the same land described in OG&ML dated Oct. 10, 1951, recorded in Vol. 9, Page 355 of Oil and Gas Lease Records of Brazos County, Texas SAVE AND EXCEPT 2.90 acres sold and conveyed to Joel A. Potts and wife Judith Andert Potts, leaving 65.19 acres of land, more or less, in the Isiah Curd League.

RIDER

By the use of the term "other minerals" as specified in this lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

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 65.19 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 five (5) 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 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 limitaton, 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 Bank and Trust Co. Bank at Bryan, Texas 77801, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ 325.95, 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.

Clairee R. Andert

STATE OF Texas
COUNTY OF Brazos

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Clairee R. Andert 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 11th day of June, 1976.

My Commission Expires
June 1, 1977

Maudie A. Adam
Notary Public in and for Brazos County, State of Texas

STATE OF
COUNTY OF

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

STATE OF
COUNTY OF

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared and 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.

husband and wife, known to me to be the persons whose names are

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

My Commission Expires

Notary Public in and for County, State of

Producers 88 (7-69)
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.

County Clerk

By Deputy

When recorded return to

Pound Printing & Stationery Co., Houston, Texas

Maudie Adam

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

Pound Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 18th day of August, 19 76 between Roy Louis Kehlenbrink and wife Rosie Kehlenbrink

114316

FILED FOR RECORD
DATE 9-1-76
AT 1:15 O'CLOCK P M
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY Barbara Kehlenbrink

DATE RECORDED 9-2-76

lessor (whether one or more), whose address is: Route 2, Box 152, Bryan, Texas 77801 and Amalgamated Bonanza Petroleum Ltd, 2055 So Gessner, Houston, Tex 77063 WITNESSETH:

1. Lessor, in consideration of $5.00 and other consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

59 acres of land, more or less, being part of a 71.25 acre tract of land, lying South of Highway #190, said acreage is fully described by metes and bounds in deed dated July 30, 1919 from Anna Kehlenbrink et al, to Louis Kehlenbrink & recorded in Vol 49, pate 63. The same land conveyed by deed from Louis Kehlenbrink to Roy Louis Kehlenbrink and recorded in Vol. 357, page 629 - all above in the Deed Records of Brazos County, Texas. (acreage all in the I Curd League)

RIDER

By the use of the term "other minerals" as specified in the attached sheet or lease, it is especially stipulated and agreed that all iron ore, coal, lignite in and under or on the above described tract of land is excepted from the operation and terms of this lease and are not included herein.

SIGNED FOR IDENTIFICATION: Maudie O. Kehlenbrink

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(48)

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 59 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 five (5) 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 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 limitaton, 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 77801, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ 295.00, 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.

Roy Louis Kehlenbrink
Roy Louis Kehlenbrink

Rosie Kehlenbrink
Rosie Kehlenbrink

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

COUNTY OF _____

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_____

STATE OF Texas
COUNTY OF Brazos

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Roy Louis Kehlenbrink and Rosie Kehlenbrink 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 20th day of August, 19 76.

My Commission Expires
6-1-77

Maudie A. Adams
Notary Public in and for Brazos County, State of Texas

(9)

NF 961655

ITEM Lemes

TO

FROM

DATE

561958

FILED

AUG 19 PM 12:39

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZOS §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MERIT ENERGY PARTNERS, L.P., MERIT ENERGY PARTNERS II, L.P., MERIT ENERGY PARTNERS V, L.P., AND MERITNET PARTNERS, L.P.**, all Delaware limited partnerships, and **MERIT ENERGY COMPANY**, a Delaware corporation (collectively, "Assignor"), whose address is 12222 Merit Drive, Suite 1500, Dallas, Texas 75251, do hereby sell, assign, grant, convey and transfer unto **CODY ENERGY, INC.**, a Delaware corporation ("Assignee"), whose address is 7555 E. Hampden Ave., Suite 600, Denver, Colorado 80231, its successors and assigns, subject to the reservations set forth hereafter, the following (the "Subject Interests"):

(i) all right, title and interest in and to all of Assignor's real and personal property located in Brazos County, Texas, including interests in and to the oil and gas leases, leasehold interests and rights and interests in and to the lands covered thereby, as more fully described in Exhibit A attached hereto and incorporated herein by reference ("Subject Leases");

(ii) all of Assignor's right, title and interest in and to all personal property and other improvements appurtenant to, used in connection with, or located on the Subject Leases or lands pooled or unitized therewith, including, without limitation, the personal property listed on Exhibit A-1, the oil and gas wells located on the Subject Leases and hydrocarbons produced therefrom after the Effective Date, including the wells listed on Exhibit B, lease equipment (whether in use or idle), processing plants, facilities and fixtures;

(iii) all right, title and interest of Assignor in and to all rights-of-way, easements, surface leases, or similar interests appurtenant to the Subject Leases;

(iv) all of Assignor's right, title and interest in and to that certain gas gathering system known as the Kurten Gas Gathering System, such system being described on Exhibit C attached hereto, and including therewith all easements and right-of-ways incident or appurtenant to such system;

(v) all of Assignor's right, title and interest in all contracts, agreements or other instruments and contract claims and rights associated with or incident to the interests described in sections (i) through (iv) above, including

the contracts and agreements described in Part 2 of Exhibit A and rights in and to hydrocarbon sales, purchase, exchange, gathering, transportation and processing agreements, farmout agreements and other contracts;

(vi) all of Assignor's right, title and interest in all title records, division order and lease files, geological, geophysical and seismic records, production records, accounting records, engineering data, logs, core data, pressure data, decline curves and other related matter, and all other data, files and information regarding the interests described in sections (i) through (v) above or production of hydrocarbons from the Subject Leases, inclusive of the Assignor's file jackets containing such documents and information (such documents and information being referred to as the "Records") to the extent that such Records are held by Assignor in connection with the exploration for and production of oil, gas and other minerals attributable to the Subject Leases and, further, only to the extent that the Records are not subject to third-party restrictions; and

(vii) without limiting the foregoing, the interest of Assignor, whether now owned or hereafter acquired by operation of law or otherwise, in any of the Subject Interests, even though such interest may be incorrectly described herein, or a description of such interest may be omitted herefrom.

This Assignment, Bill of Sale and Conveyance ("Assignment") is made and accepted, expressly subject to the following terms and conditions:

A. The Subject Interests assigned hereby are subject to all the terms, conditions and the lessor's royalty set forth in the oil, gas and mineral leases assigned pursuant hereto and all overriding royalty interests, production payments and similar burdens payable out of production and of record on the Effective Date.

B. No warranty of any type, express, statutory, or implied, including, but not limited to, warranties of title, is made hereby, and Assignor expressly disclaims any such warranties as to any or all of the Subject Interests. ALL WELLS, PERSONAL PROPERTY AND FIXTURES ARE INTENDED TO BE AND ARE HEREBY SOLD AND ACCEPTED ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS. ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY, OR IMPLIED, AS TO THE VALUE, MERCHANTABILITY, DESIGN, CONDITION, OPERATION, QUANTITY, DURABILITY, QUALITY OF MATERIAL OR WORKMANSHIP, FITNESS FOR USE, OR AGAINST ANY TYPE OF INFRINGEMENT OF SUCH PERSONAL PROPERTY AND FIXTURES WHETHER ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE, OR OTHERWISE.

C. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to warranties given with respect to the Subject Interests. Assignor hereby transfers and grants to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce the covenants, indemnities and

warranties, if any, which Assignor is entitled to enforce with respect to the Subject Interests against Assignor's predecessors in title to the Subject Interests.

D. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective heirs, successors and assigns.

E. Pursuant to the Purchase and Sale Agreement, and except for environmental matters, Assignor agrees to retain responsibility for and pay for all liabilities and obligations accruing or relating to the owning, developing, exploring, operating or maintaining of the Subject Interests prior to the Effective Date, and Assignee shall be responsible for all such liabilities and obligations accruing or relating to the owning, developing, exploring, operating or maintaining of the Subject Interests after the Effective Date. Liability for environmental matters is apportioned in the Purchase and Sale Agreement.

F. Assignor agrees to execute and deliver all such other notices, releases and other documents, and will do all such other acts and things, as may be necessary more fully to assure to Assignee, or its successors or assigns, all of the respective rights herein granted or intended to be granted.

G. This Assignment is subject to that certain Purchase and Sale Agreement dated as of June 27, 1994, by and among Assignor and Assignee (the "Purchase and Sale Agreement"). In the event of a conflict between the terms of this Assignment and such Purchase and Sale Agreement, then the terms of such Purchase and Sale Agreement shall govern and control.

H. Merit Energy Company joins in this Assignment merely to evidence its consent to the transaction represented by this Assignment and to convey to Assignee its right, title and interest in and to any of the Subject Interests to which it may hold title. By its execution hereof, Merit Energy Company does not become entitled to any of the benefits of the Purchase and Sale Agreement or subject to any of the obligations of the Purchase and Sale Agreement.

I. This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes. In the event this Assignment is counterparted, original signature pages may be combined on one instrument to facilitate recording.

EXECUTED this 16th day of August, 1994, to be effective, however, as of 7:00 a.m., January 1, 1994 (the "Effective Date").

ASSIGNOR:

MERIT ENERGY PARTNERS, L.P.
MERIT ENERGY PARTNERS II, L.P.
By: MERIT HOLDING CORPORATION,
General Partner

MERIT ENERGY PARTNERS V, L.P.
By: MERITNET PARTNERS, L.P., General Partner
By: MERITNET CORPORATION, General Partner

MERITNET PARTNERS, L.P.
By: MERITNET CORPORATION, General Partner

By: _____
Fred N. Diem, Vice President of
Merit Holding Corporation and
MeritNet Corporation

MERIT ENERGY COMPANY

By: _____
Fred N. Diem, Vice President

ASSIGNEE:

CODY ENERGY, INC.

By: _____
Name: RICHARD E. WESTERBERG
Title: EXECUTIVE VICE PRESIDENT

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 17th day of August, 1994, by Fred N. Diem, Vice President of MERIT HOLDING CORPORATION a Delaware corporation, General Partner of Merit Energy Partners, L.P. and Merit Energy Partners II, L.P., each a Delaware limited partnership; Vice President of MERITNET CORPORATION, a Delaware corporation, General Partner of MeritNet Partners, L.P., General Partner of Merit Energy Partners V, L.P., a Delaware limited partnership; and Vice President of MERITNET CORPORATION, a Delaware corporation, General Partner of MeritNet Partners, L.P., on behalf of said corporations.

Carol Wright
Notary Public, State of Texas

My Commission Expires:
12/21/97

CAROL WRIGHT
Notary Public, State of Texas
My Commission Expires 12-21-97

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 17th day of August, 1994, by Fred N. Diem, Vice President of MERIT ENERGY COMPANY, a Delaware corporation, on behalf of said corporation.

Carol Wright
Notary Public, State of Texas

My Commission Expires:
12/21/97

CAROL WRIGHT
Notary Public, State of Texas
My Commission Expires 12-21-97

STATE OF COLORADO §

COUNTY OF DENVER §

This instrument was acknowledged before me on the 16th day of August, 1994, by RICHARD E WESTERBERG, EXECUTIVE VICE PRESIDENT of CODY ENERGY, INC., a Delaware corporation, on behalf of said corporation.

Donna J. Maropis
Notary Public, State of COLORADO

My commission expires:

Donna J. Maropis
My Commission Expires
May 02, 1998

DONNA J. MAROPIS NOTARY PUBLIC STATE OF COLORADO

I:\WP60\KURTEN\SALE\ASN-CODY

EXHIBIT A

LEASE NAME	LESSEE NAME	LEASE DATED	BK	PG	MERIT, G.W. or CHEVRON LEASE NUMBER
Armstrong, Claudia Ann, et vir	Amalgamated Bonanza Petroleum	02/13/78	30	273	70041.000
Autrey, Glenn G., et ux	Amalgamated Bonanza Petroleum	06/07/77	27	285	79.000
Baker, Robert W., et ux	Amalgamated Bonanza Petroleum	06/22/76	22	615	190.000
Barnes, Roger B., et ux	Amalgamated Bonanza Petroleum	07/07/77	27	310	90.000
Barrett, Dorothy Smith	Amalgamated Bonanza Petroleum	10/18/77	29	152	160.001
Barrett, Gloria M.	Amalgamated Bonanza Petroleum	09/15/77	28	192	143.012
Barrett, W. P., Jr.	Gulf Oil Corporation	06/01/84	755	808	SF319934
Barrett, W. P., Jr.	Gulf Oil Company USA	06/01/84	755	808	SF002.010
Barrett, W.P., Jr.	Amalgamated Bonanza Petroleum	05/12/78	32	797	153.003
Barron, Verda Ames	Amalgamated Bonanza Petroleum	11/17/77	28	823	220.001
Bates, J. W., Jr.	Herbert L. Dillion, Individually	10/09/76	24	309	164.006
Batten, George, et ux	Amalgamated Bonanza Petroleum	12/28/76	24	813	247.000
Bawcom, Edna M.	Amalgamated Bonanza Petroleum	03/12/79	34	170	121.000
Beard, Eugene M., et ux	Public Lands Exploration Inc.	09/16/74	22	93	249.000
Beard, Eugene M., et ux	Public Lands Exploration Inc.	08/30/74	22	568	23.000
Bennett, Frenchy D., et al	Public Lands Exploration Inc.	09/07/74	22	556	204.002
Beran, Ernest, et ux	Amalgamated Bonanza Petroleum	08/02/76	23	295	70051.000
Bible, William	Carr, Tom	11/13/80	36	831	164.018
Blackton, Charles L., et ux	Amalgamated Bonanza Petroleum	06/07/77	27	289	91.000
Blase, Alton L., et ux	Public Lands Exploration Inc.	09/30/74	22	576	209.000
Bomnskie, David W.	Amalgamated Bonanza Petroleum	09/18/78	33	525	155.000
Bomnskie, Edie Wayne, et ux	Amalgamated Bonanza Petroleum	09/18/78	33	527	154.000
Bomnskie, Felix, Jr., et ux	Amalgamated Bonanza Petroleum	05/02/77	26	359	77.000
Boriskie, Frank	Amalgamated Bonanza Petroleum	08/26/77	27	494	
Bowman, Finley M., et ux	Amalgamated Bonanza Petroleum	09/22/76	24	216	70064.000
Boyd, Frank E., et ux	Chevron U.S.A. Inc.	08/13/80	36	506	70066.000
Boyd, Frank E., et ux	Amalgamated Bonanza Petroleum	07/06/79	34	505	240.000
Boyd, Lucille	Amalgamated Bonanza Petroleum	12/29/76	24	811	52.000
Britten, Walter S., et al	Public Lands Exploration Inc.	10/08/74	22	225	7.000
Brocksmith, Charles, et ux	Amalgamated Bonanza Petroleum	01/21/77	25	124	58.000
Brocksmith, Charles, et ux	Amalgamated Bonanza Petroleum	05/24/77	26	463	173.000
Brocksmith, Claude, et al	Amalgamated Bonanza Petroleum	06/26/76	22	691	70072.000
Brocksmith, Claude, et al	Amalgamated Bonanza Petroleum	04/20/77	26	159	70073.000
Broderick, James H.	Amalgamated Bonanza Petroleum	09/14/77	28	89	143.007
Brown, Margaret Shealy	Gulf Oil Corporation	06/01/84	755	813	SF319928
Brown, Margaret Shealy	Gulf Oil Company USA	06/01/84	755	815	SF002.001
Brown, Odas M., et ux	Public Lands Exploration Inc.	10/21/74	22	221	324907
Brown, Odas M., et ux	Public Lands Exploration Inc.	10/21/74	22	219	70074.000

EXHIBIT A

LEASE NAME	LESSEE NAME	LEASE DATED	BK	PG	MERIT, G.W. or CHEVRON LEASE NUMBER	
Brown, Odas M., et ux	Public Lands Exploration Inc.	10/21/74	22	219	324907	
Bruns, James C., et al	Amalgamated Bonanza Petroleum	03/15/78	32	191	118.000	
Bryan Ind. School District	Williams, Don E.	11/29/76	24	858	221.000	
Buchanan, Raymond B., et ux	Public Lands Exploration Inc.	09/05/74	22	547	245.000	
Buchanan, S. R.	Amalgamated Bonanza Petroleum	01/28/77	25	341	53.002	
Burt, Howard, Jr., Dr.	Bluesky Oil & Gas, Inc.	04/13/82	59	39	71144.000	AA
Burt, Howard, Jr., Dr.,	Bluesky Oil & Gas Inc.	04/13/82	59	39	164.024	
Burt, Joe Clyde, et al	Amalgamated Bonanza Petroleum	12/08/76	24	581	177.000	
Busey, Jay J., et ux	Amalgamated Bonanza Petroleum	07/01/76	22	759	42.000	
Bushong, Ralphana Searcy, et al	Herbert L. Dillion, Individually	10/07/76	25	156	164.005	
Byars, F. L.	Herbert L. Dillion, Individually	10/03/76	24	311	157.003	
Bynum, Bessie, et al	Richardson, William C.	07/27/77	27	503	116.000	
Bynum, Chester D., et ux	Amalgamated Bonanza Petroleum	05/05/77	26	371	71.000	
Campbell, Harvey B., et ux	Amalgamated Bonanza Petroleum	09/30/76	24	77	137.000	
Cargill, Bobby J., et ux	Amalgamated Bonanza Petroleum	08/20/76	23	430	70088.000	
Cargill, Howard W., et ux	Amalgamated Bonanza Petroleum	08/20/76	23	432	223.001	
Cazell, G. F., Dr., et al	Carr, Tom	11/06/80	36	836	164.019	
Cedar Creek Lodge #300 AF & AM	Amalgamated Bonanza Petroleum	03/27/78	31	71	192.000	
Clark, Gene W., et ux	Public Lands Exploration Inc.	08/30/74	22	109	129.000	
Cole, Aline Rhodes Estate	Carr, Tom	11/13/80	36	829	164.017	
Conaway, George	Herbert L. Dillion, Individually	01/21/77	25	137	125.000	
Conaway, Henry	Herbert L. Dillion, Individually	01/19/77	25	144	126.000	
Conaway, Joel E.	Amalgamated Bonanza Petroleum	02/10/77	25	550	180.000	
Conaway, John	Herbert L. Dillon, Individually	01/24/77	25	141	182.000	
Conaway, John Allen	Amalgamated Bonanza Petroleum	06/25/76	22	655	31.000	
Conaway, Josephine	Herbert L. Dillon, Individually	01/24/77	25	139	181.000	
Conaway, Mary F.	Herbert L. Dillion, Individually	01/25/77	25	369	124.000	
Conaway, R. H., et ux	Herbert L. Dillion, Individually	09/19/76	24	81	157.001	
Conlee, J. D., et al	William C. Richardson	07/13/77	27	216	111.000	
Conner, Willis C., et ux	Public Lands Exploration Inc.	09/06/74	21	697	211.000	
Connor, Angela Luckenbach	Carr, Tom	11/10/80	44	815	164.025	
Conrad, Annie	Amalgamated Bonanza Petroleum	02/28/77	25	610	185.000	
Cook, Donald G., et ux	Amalgamated Bonanza Petroleum	07/07/77	27	308	80.000	
Cook, Ted E., et ux	Amalgamated Bonanza Petroleum	06/02/77	27	320	104.000	
Cook, Ted M., et ux	Amalgamated Bonanza Petroleum	06/18/77	27	318	103.000	
Cornelius, Gloria S. G.	Prodeco Exploration, Inc.	01/16/84	654	499	71144.000	AB
Cotton, Frank A., et ux	Amalgamated Bonanza Petroleum	10/10/77	29	4	150.001	
Crawley, Florence H.	Amalgamated Bonanza Petroleum	09/16/77	28	233	143.014	

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LEASE NAME	LESSEE NAME	LEASE DATED	BK	PG	MERIT, G.W. or CHEVRON LEASE NUMBER
Crenshaw, Leslie M., et al	Amalgamated Bonanza Petroleum	08/31/76	23	639	237.000
Crenshaw, Leslie M., et ux	Amalgamated Bonanza Petroleum	08/30/76	23	444	70104.000
Crenshaw, Leslie M., et ux	Amalgamated Bonanza Petroleum	08/30/76	?	?	310905
Crow, Juanita H.	Amalgamated Bonanza Petroleum	09/16/77	27	846	143.006
Dabbs, Don D., et ux	Amalgamated Bonanza Petroleum	08/16/77	27	463	134.000
Dansby, H. P., Jr., et ux	Public Lands Exploration Inc.	09/09/74	22	538	9.000
Darling, Ray B., et ux	Amalgamated Bonanza Petroleum	12/14/76	24	666	216.000
Darnell, Bessie Mae	Richardson, W. C.	07/27/77	27	497	324956
Darnell, Bessie Mae	Richardson, William	07/27/77	27	497	71104.000 J
Davidson, Edgar D., et ux	Amalgamated Bonanza Petroleum	07/02/76	22	696	167.000
Dehart, Howard L., et ux	Amalgamated Bonanza Petroleum	01/24/77	25	127	231.000
Dietrich, Raymond A., et ux	Amalgamated Bonanza Petroleum	03/30/77	26	153	63.000
Dillon, Don, Trustee	Public Lands Exploration Inc.	06/14/78	32	802	70113.000
Dittfurth, Harold V., et ux	Amalgamated Bonanza Petroleum	04/22/77	26	244	171.000
Dittfurth, Harold A., et ux	Amalgamated Bonanza Petroleum	06/25/76	22	647	
Dockery, George Allen, et ux	Amalgamated Bonanza Petroleum	12/01/76	24	515	252.000
Dow, Melvin A., Trustee	Hill Production Company	10/26/76			70119.000
Drew, Bobby G., et ux	Amalgamated Bonanza Petroleum	08/25/77	27	828	135.000
Dubois, Claude	Amalgamated Bonanza Petroleum	06/23/77	27	312	70121.000
Dubose, Lansing Allison	Amalgamated Bonanza Petroleum	09/21/76	23	658	276.000
Dyess, John M.	Amalgamated Bonanza Petroleum	09/02/76	23	663	279.000
Dyess, John M., et ux	Amalgamated Bonanza Petroleum	09/11/78	33	287	241.000
D. R. B. Holstein Farms Inc.	Public Lands Exploration Inc.	10/15/74	22	200	17.000
Easterling, G. M., et ux	Amalgamated Bonanza Petroleum	05/03/78	31	551	143.001
Easterling, G. M., et ux	Amalgamated Bonanza Petroleum	12/10/76	24	583	213.001
Endler, Hugo J., et ux	Amalgamated Bonanza Petroleum	10/15/74	22	72	24.000
Endler, P. J., et ux	Public Lands Exploration Inc.	09/27/74	22	521	22.000
Engleman, Charles E., et ux	Amalgamated Bonanza Petroleum	01/12/78	29	466	114.000
Eshom, Toni Lightfoot, Gdn	Amalgamated Bonanza Petroleum	09/06/77	30	380	152.002
Faulkner, Brock H., et ux	Amalgamated Bonanza Petroleum	06/28/76	22	667	34.000
Feather Crest Enterprises Inc.	Public Lands Exploration Inc.	10/15/74	22	195	21.000
Fickey, Louis T., et ux	Amalgamated Bonanza Petroleum	09/24/76	24	393	140.000
Fickey, Raymon J., et ux	Public Lands Exploration Inc.	10/09/74	22	156	244.000
Fisher, Herbert E.	Amalgamated Bonanza Petroleum	08/12/76	23	361	226.000
Fjeld, Robert Alan, et ux	Amalgamated Bonanza Petroleum	05/17/77	26	813	246.000
Foltin, Edward H., et ux	Harris, J. Wylie	06/30/76	23	314	319305
Forsthoff, Charles O.	Amalgamated Bonanza Petroleum	12/14/76	24	705	217.000
Forsthoff, Robert G., et ux	Amalgamated Bonanza Petroleum	12/14/76	24	670	215.000

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LEASE NAME	LESSEE NAME	LEASE DATED	BK	PG	MERIT, G.W. or CHEVRON LEASE NUMBER	
Fredricks, Simon, Trustee	Hill Production Company	10/20/76	27	137	71121.000	
Frenzel, Hilda, et al	Amalgamated Bonanza Petroleum	06/29/76	22	699	35.000	
Fridel, August, et ux	Amalgamated Bonanza Petroleum	08/24/77	28	579	147.000	
Fridel, Frank	Amalgamated Bonanza Petroleum	06/02/77	27	316	81.000	
Fridel, Frank, et al	Public Lands Exploration Inc.	10/04/74	22	111	27.000	
Frieling, Helen E.	Amalgamated Bonanza Petroleum	09/01/77	27	830	143.003	
Frieling, Max H.	Amalgamated Bonanza Petroleum	09/01/77	27	832	143.004	
Frieling, Pauline Williams	Amalgamated Bonanza Petroleum	09/09/77	27	838	143.005	
Gano, Olga Lightfoot	Amalgamated Bonanza Petroleum	08/01/77	379	826		MI
Garrett, Robert C., et ux	Public Lands Exploration Inc.	08/22/75	22	432	127.000	
Garrett, William Y.	Carr, Tom	01/02/81	45	599	164.011	
Gelber, Ethel	Carr, Tom	10/27/80	36	817	164.020	
Gelber, Ethel, et al	Herbert L. Dillon, Individually	10/22/76	24	323	164.013	
General Telephone Co., S.W.	Amalgamated Bonanza Petroleum	04/29/77	27	468	191.000	
Gentry, Charles W.	Amalgamated Bonanza Petroleum	02/16/77	25	539	57.000	
Gerald Pitts Ltd #1	Amalgamated Bonanza Petroleum	04/19/77	31	851	78.000	
German Evangelical Zion	Amalgamated Bonanza Petroleum	02/28/77	25	707	70155.000	
Gibbs Brothers & Company	Dillon, Herbert L., Jr.	09/17/76	24	83	71103.000	
Gibbs Brothers & Co.	Gulf Oil Company USA	04/18/84	692	667	163.000	
Gibson, Jimmy V., et ux	Amalgamated Bonanza Petroleum	05/11/77	26	365	232.000	
Gilpin, L. M., et ux	Amalgamated Bonanza Petroleum	03/21/77	25	760	70157.000	
Gilpin, Woodrow W., et ux	Public Lands Exploration Inc.	09/11/74	22	500	210.000	
Gilpin, Woodrow W., et ux	Amalgamated Bonanza Petroleum	10/28/76	24	319	70159.000	
Gray, Gary	Amalgamated Bonanza Petroleum	07/18/77	27	322	92.000	
Guffy, Jay Dennis, et ux	Amalgamated Bonanza Petroleum	06/09/77	27	302	82.000	
Gumienny, Bennie, et ux	Amalgamated Bonanza Petroleum	07/26/76	23	293	46.000	
Gumienny, Charles, et ux	Amalgamated Bonanza Petroleum	07/26/76	23	143	43.000	
Hall, Frederick, C., et ux	Public Lands Exploration Inc.	08/30/74	22	99	70166.000	
Hall, J. W., Jr.	Amalgamated Bonanza Petroleum	03/08/77	25	713	70167.000	
Hall, Mark G.	Amalgamated Bonanza Petroleum	03/08/77	25	710	70168.000	
Hall, Sherrill, et ux	Public Lands Exploration Inc.	08/30/74	22	169	128.000	
Hall, Thomas K., et ux	Public Lands Exploration Inc.	08/30/74	22	105	70170.000	
Hamann, William J., et ux	Amalgamated Bonanza Petroleum	06/09/77	27	291	93.000	
Hammond, Clarence R., Jr., et ux	Amalgamated Bonanza Petroleum	06/02/77	27	273	106.000	
Harding, Kenneth C.	Amalgamated Bonanza Petroleum	09/16/77	28	98	143.010	
Harris, Frank Reagan	Carr, Tom	12/16/80	45	601	164.022	
Harris, R. A.	Prodeco Exploration, Inc.	02/13/84	665	746	71144.000	AC
Harris, R. A.		11/10/80	44	813	164.023	

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LEASE NAME	LESSEE NAME	LEASE DATED	BK	PG	MERIT, G.W. or CHEVRON LEASE NUMBER
Hartsfield, Melvin, et ux	Amalgamated Bonanza Petroleum	08/30/76	23	498	133.000
Hearne, Bryan W., et ux	Amalgamated Bonanza Petroleum	06/24/76	22	628	29.000
Hedtke, Martha	Amalgamated Bonanza Petroleum	07/27/76	23	351	49.001
Herman, John E., et ux	Amalgamated Bonanza Petroleum	06/25/76	22	645	32.000
Higgs, Katherine L., et al	Herbert L. Dillion, Individually	10/07/76	24	402	164.004
Holland, William E., et ux	Amalgamated Bonanza Petroleum	06/25/77	28	585	188.000
Holland, William E., et ux	Amalgamated Bonanza Petroleum	06/25/77	28	581	187.000
Holliday, Bobby, et ux	Amalgamated Bonanza Petroleum	09/23/76	23	820	49.002
Holubec, Albin F., et ux	Public Lands Exploration Inc.	11/15/74	22	251	202.000
Holubec, Frank H., et ux	Public Lands Exploration Inc.	09/27/74	22	241	70182.000
Holubec, John E., et ux	Amalgamated Bonanza Petroleum	08/02/76	23	317	70183.000
Horn, Howard, et ux	Public Lands Exploration Inc.	09/27/74	22	246	10.000
Howard, Shirley	Carr, Tom	12/12/80	37	59	164.009
Humphries, W. W., et ux	Amalgamated Bonanza Petroleum	06/23/76	22	611	273.000
Hunter, Alice Sue, et al	Herbert L. Dillion, Individually	10/19/76	24	325	164.008
Jackson, John C.	Amalgamated Bonanza Petroleum	09/15/77	28	96	143.009
Johnston, Benjamin K., et ux	Amalgamated Bonanza Petroleum	03/05/79	34	173	120.000
Jones, Donald P., et al	Amalgamated Bonanza Petroleum	03/28/78	34	663	150.002
Jones, Donald P., et ux	Amalgamated Bonanza Petroleum	03/28/78	34	687	112.000
Jones, Edelweiss Koppe	Gulf Oil Company USA	06/01/84	755	826	SF004.000
Jones, Edelweiss Koppe	Gulf Oil Corporation	06/01/84	755	826	SF319935
Jones, Elaine K., et al	Richardson, W. C.	07/27/77	27	510	324956
Jones, Elaine, et al	Richardson, William	07/27/77	27	510	71104.000 L
Jones, Fred R., et ux	Public Lands Exploration Inc.	08/27/74	22	565	25.000
Jones, Ruby K.	Richardson, William	07/27/77	27	520	71104.000 K
Jones, Ruby Lee, et al	Richardson, W. C.	07/27/77	27	515	324956
Jones, Ruby Lee, et al	Richardson, William	07/27/77	27	514	71104.000 A
Jopp, Gus E.	Public Lands Exploration Inc.	12/06/74	22	291	274.000
Jopp, Guss, et al	Public Lands Exploration Inc.	10/04/74	22	229	16.000
Jopp, Margaret L.	Amalgamated Bonanza Petroleum	04/05/77	26	134	170.000
Josey, Henry C.	Amalgamated Bonanza Petroleum	06/06/77	27	275	83.000
Josey, Henry C., et ux	Amalgamated Bonanza Petroleum	03/07/77	25	768	54.001
Kehlenbrink, David B., et ux	Amalgamated Bonanza Petroleum	06/24/76	22	650	30.000
Kehlenbrink, David B., et ux	Amalgamated Bonanza Petroleum	12/14/76	24	668	176.000
Keller, Fred W., et ux	Amalgamated Bonanza Petroleum	07/06/76	22	701	71000.000
Kelley, W. T., et ux	Amalgamated Bonanza Petroleum	11/30/76	24	511	219.000
Keynon, Mildred	Amalgamated Bonanza Petroleum	09/26/77	28	251	144.000
Kilgore, Mary Katherine	Amalgamated Bonanza Petroleum	07/28/77	379	836	MI

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LEASE NAME	LESSEE NAME	LEASE DATED	BK	PG	MERIT, G.W. or CHEVRON LEASE NUMBER	
Kindt, John A., et ux	Amalgamated Bonanza Petroleum	06/24/76	22	604	186.000	
Kindt, Kenneth J., et ux	Amalgamated Bonanza Petroleum	09/09/77	27	840	141.000	
Kindt, Louis L., et ux	Amalgamated Bonanza Petroleum	06/22/76	22	631	278.000	
Kindt, Walter J., et ux	Public Lands Exploration Inc.	09/30/74	22	527	26.000	
Klintworth, Clara E.	Public Lands Exploration Inc.	10/04/74	22	118	71008.000	
Klintworth, Morris, et ux	Public Lands Exploration Inc.	11/25/74	22	267	71009.000	
Kochan, Donna Lloyd, et al	Amalgamated Bonanza Petroleum	02/04/77	25	608	70228.000	A
Kochnor, Donna Lloyd	Amalgamated Bonanza Petroleum	02/04/77	25	608	110623	
Kologinczak, Stephen	Amalgamated Bonanza Petroleum	09/25/76	23	822	139.000	
Kologinczak, Victor J.	Amalgamated Bonanza Petroleum	03/18/77	25	763	62.000	
Kostelka, Emil F., et ux	Amalgamated Bonanza Petroleum	07/18/77	27	199	70235.000	
Kristynik, George E., et ux	Public Lands Exploration Inc.	11/08/74	22	261	201.000	
Kurney, Pinkney	Richardson, W. C.	07/27/77	27	512	324956	
Kurney, Pinkney	Richardson, William	07/27/77	27	512	71104.000	I
Kurten Cemetary Assoc.	Amalgamated Bonanza Petroleum	05/29/79	32	201	242.000	
Kurten, J. H.	Jackson, Tommy	01/13/77	24	839	55.001	
Kurten, Milton, et ux	Amalgamated Bonanza Petroleum	08/30/74	21	703	70252.000	
Land, James, et ux	Hardy, C. R.	01/29/76	22	465	71090.000	B
Lang, James, et ux	Public Lands Exploration Inc.	04/26/74	22	79	50.002	
Lang, James, et ux	Jackson, Tommy	12/14/76	24	585	55.002	
Lang, James, et ux	Amalgamated Bonanza Petroleum	01/25/77	25	134	184.000	
Lawless, Wallace Ervin, et ux	Amalgamated Bonanza Petroleum	12/13/76	24	703	70257.000	D
Lawless, Wallace Ervin, et ux	Amalgamated Bonanza Petroleum	12/13/76	24	703	214.001	
Lawson, Jerry H., et ux	Amalgamated Bonanza Petroleum	05/07/77	26	351	74.000	
Laza, Anotone E., et ux	Amalgamated Bonanza Petroleum	10/05/77	28	302	159.000	
Lenz, Ollie T., et ux	Public Lands Exploration Inc.	09/30/74	22	562	248.000	
Lenz, Ollie T., et ux	Public Lands Exploration Inc.	12/19/74	22	294	200.000	
Levi, Dan S.	Richardson, W. C.	07/27/77	27	505	324956	
Levi, Dan S.	Richardson, William	07/27/77	27	505	71104.000	D
Levi, Jerome M.	Richardson, W. C.	07/27/77	27	501	324956	
Levi, Jerome M.	Richardson, William	07/27/77	27	501	71104.000	C
Lewis, Milton	Richardson, William	07/27/77	27	499	71104.000	E
Lewis, Milton	Richardson, W. C.	07/27/77	27	499	324956	
Lichtenwalner, Richard E., et ux	Amalgamated Bonanza Petroleum	01/19/77	25	122	59.000	
Lightfoot, Howard L.	Amalgamated Bonanza Petroleum	07/20/77	379	846		MI
Lightfoot, Morris, Jr.	Amalgamated Bonanza Petroleum	09/06/77	29	126	152.001	
Lindsey Berta E.	Amalgamated Bonanza Petroleum	05/12/78	33	176	153.001	
Lindsey, Bertha Edge	Amalgamated Bonanza Petroleum	07/25/77	27	225	160.004	

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LEASE NAME	LESSEE NAME	LEASE DATED	BK	PG	MERIT, G.W. or CHEVRON LEASE NUMBER
Lindsey, Ercel		06/01/84	755	846	SF002.006
Lindsey, Ercel L.	Gulf Oil Corporation	06/01/84	755	846	SF319930
Lindsey, John V., Estate of	Gulf Oil Company USA	06/01/84	755	841	SF002.007
Lindsey, John V., et al	Amalgamated Bonanza Petroleum	12/14/76	25	1	179.001
Lloyd, Gertrude J., Ind. and Comm. Admin. of Estate of Don E. Lloyd, Lessor	Gulf Oil Corporation	04/15/81	523	602	SF325066
Lindsey, Mildred Plagens, Indiv. and Executrix of the Estate of John V. Lindsey, deceased	Gulf Oil Corporation	06/01/84	755	841	SF319931
Lindsey, Ralph E.	Gulf Oil Company USA	06/01/84	755	836	SF002.008
Lindsey, Ralph E.	Gulf Oil Corporation	06/01/84	755	836	SF319932
Lindsey, William H.	Gulf Oil Corporation	06/01/84	755	831	SF319933
Lindsey, William H.	Gulf Oil Company USA	06/01/84	755	831	SF002.009
Liski, Henry L.	Amalgamated Bonanza Petroleum	08/30/76	23	434	131.000
Lloyd, Gertrude Jopp	Public Lands Exploration Inc.	12/06/74	22	289	275.000
Lloyd, Gertrude Jopp Admin.	Public Lands Exploration Inc.	09/27/74	22	553	8.000
Lloyd, Gertrude Jopp Admin.	Gulf Oil Company USA	04/15/81	523	602	SF003.000
Lloyd, Leslie, et ux	Amalgamated Bonanza Petroleum	06/24/76	22	607	28.000
Lloyd, Russell, et ux	Amalgamated Bonanza Petroleum	06/23/76	22	589	189.000
Locke, Maude, et al	Amalgamated Bonanza Petroleum	03/30/77	26	11	70266.000
Logan Fluitt Trustee	Amalgamated Bonanza Petroleum	07/14/77	27	326	105.000
Logan, Louise Allen, et al	Gulf Canada Royalties, Ltd.	01/28/80	35	720	150.003
Lohse, Eddie D., et ux	Amalgamated Bonanza Petroleum	06/07/77	27	304	94.000
Lotten, Frank A., et ux	Amalgamated Bonanza Petroleum	10/10/77	29	4	313646
Lovell, Ernest	Amalgamated Bonanza Petroleum	04/20/77	26	163	65.000
Luhm, Melvin C.	Amalgamated Bonanza Petroleum	09/15/77	28	103	143.011
Luther, H. A., et ux	Amalgamated Bonanza Petroleum	05/04/77	26	357	236.000
Maloney, J. H.	Carr, Tom	11/06/80	36	833	164.027
Marley Production Company	Amalgamated Bonanza Petroleum	08/26/77	27	494	224.001
Marsh, Coleman L., et ux	Amalgamated Bonanza Petroleum	05/03/77	26	327	76.000
May, Billy E., et ux	Amalgamated Bonanza Petroleum	06/07/77	27	293	84.000
McAfee, Catheryne	Amalgamated Bonanza Petroleum	09/02/76	23	666	70284.000
McBride, Allen Geter	Amalgamated Bonanza Petroleum	03/08/78	31	449	193.000
McCallum, James A., et al	Amalgamated Bonanza Petroleum	06/07/76	22	681	38.000
McDonald, Floyd E., et ux	Amalgamated Bonanza Petroleum	09/23/77	28	438	151.000
McElroy, William James	Amalgamated Bonanza Petroleum	04/10/79	34	249	122.000
McKinney, John M., et ux	Amalgamated Bonanza Petroleum	07/08/77	27	159	281.000

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LEASE NAME	LESSEE NAME	LEASE DATED	BK	PG	MERIT, G.W. or CHEVRON LEASE NUMBER	
McMurray, Sydney C., et al	Herbert L. Dillion, Individually	10/04/76	24	237	157.004	
Meiller, Frances, et al	Harris, J. Wylie, Jr.	07/23/76	24	219	110.000	
Metzer, Anna	Harris, J. Wylie, Jr.	07/23/76	23	252	109.000	
Meyer, Clifford A., et ux	Amalgamated Bonanza Petroleum	04/11/77	26	156	233.000	
Michalke, Barbara Bible	Carr, Tom	11/13/80	44	811	164.021	
Milberger, Lena	Amalgamated Bonanza Petroleum	07/06/76	22	761	40.000	
Milberger, Willie, Jr.	Amalgamated Bonanza Petroleum	07/06/76	22	706	36.000	
Mize, Edward N., et ux	Amalgamated Bonanza Petroleum	07/21/77	27	378	148.000	
Mize, Martha Trula, et al	Amalgamated Bonanza Petroleum	07/22/77	27	459	70291.000	
Moore, Clifford L., et ux	Amalgamated Bonanza Petroleum	06/09/77	27	297	107.000	
Moore, Comer V., et ux	Amalgamated Bonanza Petroleum	10/20/78	33	560	70295.000	
Moore, Henry, et ux	Amalgamated Bonanza Petroleum	05/08/76	22	478	243.000	
Moore, John A., et ux	Public Lands Exploration Inc.	11/11/74	22	302	199.000	
Moore, Robert H., et ux	Public Lands Exploration Inc.	11/08/74	22	277	282.000	
Morgan, Mary Byars	Herbert L. Dillion, Individually	09/30/76	24	144	157.002	
Morris, Daisy, et al	Carr, Tom	12/16/80	37	55	164.010	
Mosley, Edwin T., et ux	Jackson, Tommy	12/15/76	24	662	178.000	
Nelson, Charles C., et al	Amalgamated Bonanza Petroleum	07/77 thru 06/7	379	826	FE 324954	
			379	841		
			379	831		
			379	836		
			379	846		
			399	839		
			399	845		
			399	812		
Nelson, Charles Conrad	Amalgamated Bonanza Petroleum	07/28/77	379	831		MI
Nelson, Roger Francis	Amalgamated Bonanza Petroleum	07/29/77	379	841		MI
Netzel, Josie Mae	Amalgamated Bonanza Petroleum	01/26/77	25	525	70302.000	
Nevill, Carvey T., et ux	Public Lands Exploration Inc.	10/05/74	22	57	12.000	
Newberry, Pattie Sims, et vir	Amalgamated Bonanza Petroleum	01/04/77	24	824	51.001	
Newcomb, Albert E., et ux	Amalgamated Bonanza Petroleum	08/13/76	23	355	130.000	
Newcomb, Lester M., et ux	Amalgamated Bonanza Petroleum	09/28/78	33	464	156.000	
Newcomb, Lester, et ux	Harris, J. Wylie	07/10/76	23	250	319306	
Newcomb, W. R.	Amalgamated Bonanza Petroleum	06/20/77	27	314	85.000	
Nichols, Charles A., et ux	Amalgamated Bonanza Petroleum	06/09/77	27	299	96.000	
Nichols, Charles Wayne, et ux	Amalgamated Bonanza Petroleum	06/07/77	27	287	95.000	
Noblett, Roy M., et ux	Public Lands Exploration Inc.	10/09/74	22	217	13.000	
Noey, Dennis E., et ux	Amalgamated Bonanza Petroleum	07/18/77	27	324	108.000	

EXHIBIT A

LEASE NAME	LESSEE NAME	LEASE DATED	BK	PG	MERIT, G.W. or CHEVRON LEASE NUMBER
Norman, Alice Odom, et al	Gulf Oil Corporation	08/08/80	36	509	70312.000 A
Norman, B. F., III	Gulf Oil Corporation	09/19/80	36	549	70312.000 B
Norman, B. F., Jr., et al	Amalgamated Bonanza Petroleum	07/06/79	34	509	239.000
Norman, George T., III, et ux	Amalgamated Bonanza Petroleum	05/07/77	26	353	69.000
Norris, Otha, et ux	Amalgamated Bonanza Petroleum	06/09/77	27	295	97.000
Odom, Henry K., et ux	Public Lands Exploration Inc.	08/26/74	22	177	14.000
Odom, Henry K., Jr., et ux	Amalgamated Bonanza Petroleum	09/01/77	382	794	SF312327
Odom, H. K., et ux	Public Lands Exploration Inc.	08/26/74	22	83	2.000
Odom, H. K., Jr., et ux	Amalgamated Bonanza Petroleum	09/01/77	382	794	688.000
Odom, W. F.	Public Lands Exploration Inc.	08/28/74	21	709	212.000
Odom, W. F.	Gulf Oil Corporation	06/01/84	756	1	SF319936
Odom, W. F.	Public Lands Exploration Inc.	08/27/74	22	515	251.000
Odom, W. F.	Public Lands Exploration Inc.	08/26/74	22	77	207.000
Odom, W. F.	Gulf Oil Company USA	06/01/84	756	1	SF001.000
Odom, W. F.	Public Lands Exploration Inc.	08/26/74	22	171	70317.000
Odom, W. F.	Public Lands Exploration Inc.	08/26/74	22	518	205.000
Opersteny, Eugene M., et ux	Public Lands Exploration Inc.	09/03/74	21	699	238.000
Opersteny, Louis, et al	Public Lands Exploration Inc.	09/27/74	22	497	206.000
Payne, Billy, Trustee	Amalgamated Bonanza Petroleum	05/09/77	26	423	70324.000
Peterson, Curtis, et ux	Amalgamated Bonanza Petroleum	02/25/78	30	451	113.000
Piraino, Lee Leonard, et ux	Amalgamated Bonanza Petroleum	09/12/77	28	93	145.000
Piraino, Lee L., et ux	Amalgamated Bonanza Petroleum	09/12/77	27	842	142.000
Pitts, Gerald S. Ltd.	Amalgamated Bonanza Petroleum	07/26/76	22	304	47.001
Pitts, Gerald S. Ltd.	Amalgamated Bonanza Petroleum	07/26/76	23	299	48.000
Plagens, H. F.	Public Lands Exploration Inc.	09/27/74	22	524	15.000
Plantt, Jimmy G., et ux	Amalgamated Bonanza Petroleum	05/07/77	26	345	70.000
Poindexter, Vernon Ray	Amalgamated Bonanza Petroleum	09/15/77	28	196	143.013
Potts, Kent, et al	Amalgamated Bonanza Petroleum	09/10/76	23	643	136.000
Reliance Baptist Church	Amalgamated Bonanza Petroleum	03/29/77	26	7	234.000
Reliance Educational & Receation	Amalgamated Bonanza Petroleum	03/29/77	26	5	64.000
Riley, Eula Mae	Amalgamated Bonanza Petroleum	08/30/76	23	438	132.000
Riley, Marthin Luther, et ux	Amalgamated Bonanza Petroleum	09/07/77	27	834	70343.000
Riley, Martin L., et ux	Amalgamated Bonanza Petroleum	03/15/77	25	765	61.000
Riley, Thomas E., et ux	Amalgamated Bonanza Petroleum	04/29/77	26	259	174.000
Roberts, Carol M.	Amalgamated Bonanza Petroleum	09/15/77	28	91	143.008
Roberts, J. E., et al	Gus Edwards Co.	08/03/77	27	481	225.000
Roberts, Rosetta B.	Richardson, W. C.	07/27/77	27	518	324956
Roberts, Rosetta B.	Richardson, William	07/27/77	27	518	71104.000 F

EXHIBIT A

LEASE NAME	LESSEE NAME	LEASE DATED	BK	PG	MERIT, G.W. or CHEVRON LEASE NUMBER
Rockwood Water District Trust	Amalgamated Bonanza Petroleum	07/11/77	27	328	98.000
Rodgers, J.E., et ux	Amalgamated Bonanza Petroleum	07/11/77	27	155	71014.000
Rodgers, J.E., et ux	Amalgamated Bonanza Petroleum	07/11/77	27	162	71015.000
Rohde, Mary G.	Herbert L. Dillon, Individually	10/26/76	24	329	164.026
Rosier, Claude W., et ux	Amalgamated Bonanza Petroleum	05/03/77	26	421	235.000
Rosier, Robert Wayne, et ux	Amalgamated Bonanza Petroleum	04/23/77	26	255	172.000
Ross, Marshall, et ux	Amalgamated Bonanza Petroleum	07/10/76	22	735	39.000
Ruffino, Lucille, et al	Amalgamated Bonanza Petroleum	09/03/76	24	3	277.000
Russell, Willis L., et ux	Amalgamated Bonanza Petroleum	05/07/77	26	347	75.000
Sanders, Jesse Ray, et ux	Amalgamated Bonanza Petroleum	08/04/78	33	185	71026.000
Sanders, J. Ray, et ux	Amalgamated Bonanza Petroleum	06/24/76	22	643	165.000
Saunders, Irene Board	Herbert L. Dillon, Individually	12/31/76	24	845	164.014
Saunders, Irene B., et al	Herbert L. Dillion, Individually	10/05/76	24	235	164.003
Scarmardo, Pete R., et ux	Amalgamated Bonanza Petroleum	04/29/78	31	549	143.002
Schram, Fred Henry, Jr., et al	Public Lands Exploration Inc.	09/07/74	22	476	19.000
Schram, Leona	Amalgamated Bonanza Petroleum	09/30/76	24	88	138.000
Schram, Richard W., et al	Public Lands Exploration Inc.	09/16/74	22	494	208.000
Schulz, Monroe L., et ux	Amalgamated Bonanza Petroleum	07/07/77	27	306	99.000
Scott, Jack E., et ux	Amalgamated Bonanza Petroleum	06/02/77	27	279	87.000
Scott, Perry C.	Amalgamated Bonanza Petroleum	06/02/77	27	277	86.000
Seale, Frank, et ux	Amalgamated Bonanza Petroleum	09/19/77	27	844	149.000
Self, Robert D., Jr., et ux	Hudson, Richard C.	06/08/77	26	612	115.000
Shanahan, J. Joseph, et al	Harvard, Jack E.	09/03/75	22	387	146.001
Sharpe, R. L., et al	Public Lands Exploration Inc.	11/26/74	22	286	198.000
Shaw, James C., et ux	Amalgamated Bonanza Petroleum	04/25/77	26	246	67.000
Shealy, Essie et al	Amalgamated Bonanza Petroleum	06/24/76	22	625	161.001
Shealy, Grace E.	Gulf Oil Company USA	06/01/84	756	21	SF002.004
Shealy, Grace E.	Gulf Oil Corporation	06/01/84	756	19	SF319925
Shealy, Harold N.	Gulf Oil Corporation	06/01/84	756	7	SF319927
Shealy, Harold N.	Gulf Oil Company USA	06/01/84	756	9	SF002.002
Shealy, Marvin	Gulf Oil Corporation	06/01/84	756	13	SF319926
Shealy, Marvin	Gulf Oil Company USA	06/01/84	756	15	SF002.003
Shearer, George H., et ux	Amalgamated Bonanza Petroleum	06/15/77	27	269	100.000
Sides, Clyde D., et ux	Amalgamated Bonanza Petroleum	09/07/77	27	836	230.000
Sikorski, Joe, et ux	Amalgamated Bonanza Petroleum	02/26/77	25	543	56.000
Smith, Ellen	Amalgamated Bonanza Petroleum	10/18/77	29	155	160.002
Smith, Ellen	Amalgamated Bonanza Petroleum	05/12/78	32	832	153.004
Smith, George Washington, Trust	Carr, Tom	01/08/81	37	57	164.015

EXHIBIT A

LEASE NAME	LESSEE NAME	LEASE DATED	BK	PG	MERIT, G.W. or CHEVRON LEASE NUMBER
Smith, Henry T.	Jorden Engineering	01/25/78	30	244	
Smith, John E., et ux	Amalgamated Bonanza Petroleum	07/26/76	23	308	169.000
Smith, Willeta B.	Richardson, W. C.	07/27/77	27	516	324956
Smith, Willetta B.	Richardson, William	07/27/77	27	516	71104.000 G
Stafford, Joseph D., et ux	Amalgamated Bonanza Petroleum	07/22/76	23	297	45.000
Stephenson, Nellie G.	Carr, Tom	12/16/80	37	53	164.016
Stephens, Grady Charles, et ux	Amalgamated Bonanza Petroleum	05/12/77	26	375	68.000
Stevener, Leon W., et ux	Public Lands Exploration Inc.	10/03/74	22	530	218.001
Stevener, Leon W., et ux	Public Lands Exploration Inc.	09/27/74	22	534	250.000
Swanzy, Mildred	Amalgamated Bonanza Petroleum	03/01/79	34	159	119.000
Tatum, James E., et al	Harvard, Jack E.	07/29/75	22	385	222.001
Tatum, Robbie Nicol, et al	Carr, Tom	10/27/80	36	667	164.012
Texas Osage Royalty Pool Inc.	Amalgamated Bonanza Petroleum	11/24/76	25	344	50.001
Thigpin, Travis	Amalgamated Bonanza Petroleum	05/19/77	26	439	72.000
Thompson, Durwood, et ux	Amalgamated Bonanza Petroleum	04/26/78	31	516	117.000
Thompson, Trucmon E., et ux	Public Lands Exploration Inc.	10/14/74	22	213	18.000
Thweatt, James Phillip, et ux	Amalgamated Bonanza Petroleum	06/06/77	27	281	101.000
Todd, Charles A., et ux	Amalgamated Bonanza Petroleum	07/12/77	27	266	88.000
Tryon Cemetery	Amalgamated Bonanza Petroleum	04/25/77	26	257	66.000
Tubbs, Walter, et ux	Amalgamated Bonanza Petroleum	05/07/77	26	341	73.000
Turek, Albert L., et ux	Public Lands Exploration Inc.	11/25/74	22	298	197.000
Turner, H. R.	Amalgamated Bonanza Petroleum	01/28/77	25	339	53.001
Urso, Sam P., et ux	Amalgamated Bonanza Petroleum	07/09/76	22	743	41.000
Vavra, Martin E., et ux	Amalgamated Bonanza Petroleum	07/22/76	23	255	44.000
Veazey, Lanace J., et ux	Amalgamated Bonanza Petroleum	06/28/76	22	661	166.000
Vick, C.C., et al	Herbert L. Dillion, Individually	09/02/76	23	586	158.000
Vincent, Joe E., et ux	Public Lands Exploration Inc.	10/05/74	22	223	1.000
Vymola, Adela M.	Public Lands Exploration Inc.	11/11/74	32	263	196.000
Wade, Gladys	Richardson, W. C.	07/27/77	27	508	324956
Wade, Gladys Jones	Richardson, William	07/27/77	27	508	71104.000 H
Wakefield, Troy P.	Gulf Canada Royalties, Ltd.	01/28/80	35	715	150.004
Warren, Cled H., et ux	Amalgamated Bonanza Petroleum	06/22/76	37	783	37.000
Watson, J. Garland, Dr., et ux	Herbert L. Dillion, Individually	01/17/77	25	148	123.000
Watson, J. G., Jr., et ux	Dillon, Herbert L., Jr.	01/17/77	25	148	71140.000
Watson, J. G., Jr., et ux	Petromark Minerals	05/11/79	34	633	71145.000
Weakley , Clarence W., et ux	Amalgamated Bonanza Petroleum	06/07/77	27	283	102.000
Weedon, Hardy, Jr., et ux	Public Lands Exploration Inc.	11/11/74	22	265	195.000
West, Hawley E., et ux	Public Lands Exploration Inc.	10/02/74	22	509	203.000

EXHIBIT A

LEASE NAME	LESSEE NAME	LEASE DATED	BK	PG	MERIT, G.W. or CHEVRON LEASE NUMBER
West, H. E., et ux	Amalgamated Bonanza Petroleum	02/24/78	30	448	71080.000
West, Larry H., et ux	Amalgamated Bonanza Petroleum	04/29/77	26	261	175.000
Whitmore, Martha Jane, et vir	Herbert L. Dillion, Individually	10/03/76	24	146	164.001
Whitmore, Martha Jane, et vir	Becka, Carol Ann	06/29/76	22	679	51.002
Wilkinson, Joe	Herbert L. Dillion, Individually	09/30/76	24	400	157.005
Williams, C. W.	Gulf Oil Company USA	05/28/80	36	449	194.001
Wilson, Herbert O., et al	Public Lands Exploration Inc.	09/05/74	22	506	204.001
Wilson, James D., et ux	Amalgamated Bonanza Petroleum	06/25/76	27	564	71091.000
Wilson, James D., Trustee	Public Lands Exploration Inc.	08/27/74	27	556	20.000
Wilson, James D., Trustee	Public Lands Exploration Inc.	08/27/74	27	561	11.000
Wilson, John D., Trustee, et al	Amalgamated Bonanza Petroleum	06/25/76	26	253	33.000
Wilson, Kathleen	Herbert L. Dillion, Individually	10/09/76	24	313	164.007
Winkler, Howard T.	Amalgamated Bonanza Petroleum	07/15/76	23	165	168.000
Woods, Mary Ann	Amalgamated Bonanza Petroleum	05/12/78	32	794	153.002
Woods, Mary Ann	Amalgamated Bonanza Petroleum	10/18/77	29	158	160.003
Woods, Mary Ann	Gulf Oil Company USA	06/01/84	756	37	SF002.005
Woods, Mary Ann	Gulf Oil Corporation	06/01/84	756	37	SF319929
Wood, Carroll, et ux	Amalgamated Bonanza Petroleum	12/29/76	24	815	280.000
Wright, Jimmy Ray, et ux	Amalgamated Bonanza Petroleum	03/04/77	25	771	60.000
Yeager, Arthur J., et ux	Amalgamated Bonanza Petroleum	06/28/76	22	639	71097.000
Yeager, Beulah	Amalgamated Bonanza Petroleum	07/20/76	22	783	71098.000
Zajicek, Joe F., et ux	Public Lands Exploration Inc.	11/13/74	22	283	71099.000
Zboril, Louis E.	Amalgamated Bonanza Petroleum	06/10/77	27	271	89.000
Zion United Church	Amalgamated Bonanza Petroleum	02/28/77	25	707	183.000
Zubik, Frank J., Sr. Estate	Herbert L. Dillion, Individually	10/05/76	24	242	164.002

INSTRUMENT	DESCRIPTION	DATE	VOL	PGE
Declaration of Pooling	Cled H. Warren Unit No. 1	05/29/81	484	726
Unit Declaration	Gulf Oil Corporation - Shealy Unit III	07/29/80	459	827
Declaration of Pooling	H. Cargill Unit No. 1	04/07/80	450	175
Pooling Declaration	Shealy Unit No. 1	05/15/78	407	489
Pooling Declaration	Shealy Unit No. 1	01/19/80	448	646
Amendment	Shealy Unit No. 1	07/02/82	526	563
Pooling Declaration	S. A. Howard Unit	07/12/78	404	512
Amendment	S. A. Howard Unit	09/28/78	421	822
Pooling Declaration	Ross Unit No. 2	11/01/78	420	126
Pooling Declaratioon	DuBose Unit No. 1	11/01/78	422	550
Deed	Grantee - Stan C. Kologinezak	01/04/43	111	516
Designation of Unit	Royal Oaks Estate Unit	11/02/79	438	603
Amendment	Royal Oaks Estate Unit	10/03/80	463	697
Oil Unit Designation	Petromark Minerals - Dietrich Oil Unit 1 Well #1	05/29/79	426	340
Oil Unit Designation	Petromark Minerals - Jarvis Estate Unit I Well #1	08/15/79	437	712
Pooling Declaration	Gilpin Unit No. 2	01/16/80	451	614
Amendment	Gilpin Unit No. 2	07/02/82	526	593
Pooling Declaration	Gilpin Unit No. 1	01/16/80	448	629
Oil Unit Designation	Petromark Minerals - Self Oil Unit I Well #1	10/17/78	414	903
Pooling Declaration	Garrett & Wilson Unit No. 1	11/17/77	395	43
Oil Unit Designation	Petromark Minerals - Metzer Oil Unit No. 1 Well	04/19/78	395	135
Pooling Declaration	Garrett & Wilson Unit No. 2	12/12/77	395	76
Pooling Declaration	Tatum Unit No. 2	10/27/77	395	70
Pooling Declaration	Tatum Unit No. 4	01/09/78	400	125
Amendment	Tatum Unit No. 4	04/02/79	421	181

EXHIBIT A

1. Assignment of Oil, Gas and Mineral Leases from Kent M. Johnston, et al to Merit Energy Partners, L.P., dated April 3, 1990, effective January 1, 1990, recorded in Vol. 1178, Pg. 333, Brazos County, Texas.

2. Assignment of Oil, Gas and Mineral Leases from E. C. Johnston, Jr. to Merit Energy Partners, L.P., dated April 3, 1990, effective January 1, 1990, recorded in Vol. 1176, Pg. 859, Brazos County, Texas.

3. Assignment of Oil, Gas and Mineral Leases from William C. Richardson to Merit Energy Partners II, L.P., dated September 16, 1991, effective August 1, 1991, recorded in Vol. 1386, Pg. 141, Brazos County, Texas.

4. Assignment of Oil, Gas and Mineral Leases from James R. Sowell to Merit Energy Partners II, L.P., dated July 13, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 080, Brazos County, Texas.

5. Assignment of Oil, Gas and Mineral Leases from Roland W. Kamprath to Merit Energy Partners II, L.P., dated June 29, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 089, Brazos County, Texas.

6. Assignment of Oil, Gas and Mineral Leases from M. W. Parse Jr., Trustee to Merit Energy Partners II, L.P., dated December 4, 1991, effective November 1, 1991, recorded in Vol. 1390, Pg. 343, Brazos County, Texas.

7. Assignment of Oil, Gas and Mineral Leases from Dan G. Matthews to Merit Energy Partners II, L.P., dated June 18, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 086, Brazos County, Texas.

8. Assignment of Oil, Gas and Mineral Leases from B. M. Rankin Jr. to Merit Energy Partners II, L.P., dated July 12, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 083, Brazos County, Texas.

9. Assignment of Oil, Gas and Mineral Leases from Beverly Kamprath to Merit Energy Partners II, L.P., dated July 23, 1990, effective June 1, 1990, recorded in Vol. 1201, Pg. 1, Brazos County, Texas.

10. Assignment of Oil, Gas and Mineral Leases from J. Wylie Harris, Jr. to Merit Energy Partners II, L.P., dated July 26, 1990, effective June 1, 1990, recorded in Vol. 1201, Pg. 180, Brazos County, Texas.

11. Assignment of Oil, Gas and Mineral Leases from D. D. I., Inc. to Merit Energy Partners II, L.P., dated October 10, 1990, effective October 1, 1990, recorded in Vol. 1221, Pg. 636, Brazos County, Texas.

EXHIBIT A

12. Assignment of Oil, Gas and Mineral Leases from Jefferson D. Giller to Merit Energy Partners II, L.P., dated June 25, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 095, Brazos County, Texas.

13. Assignment of Oil, Gas and Mineral Leases from Roy Hogan to Merit Energy Partners II, L.P., dated July 9, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 092, Brazos County, Texas.

14. Assignment of Oil, Gas and Mineral Leases from John W. Berry to Merit Energy Partners II, L.P., dated June 18, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 107, Brazos County, Texas.

15. Assignment of Oil, Gas and Mineral Leases from Tom C. Berry to Merit Energy Partners II, L.P., dated June 18, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 104, Brazos County, Texas.

16. Assignment of Oil, Gas and Mineral Leases from B. J. Bradshaw to Merit Energy Partners II, L.P., dated July 3, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 098, Brazos County, Texas.

17. Assignment of Oil, Gas and Mineral Leases from Charles D. Boston to Merit Energy Partners II, L.P., dated July 10, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 101, Brazos County, Texas.

18. Assignment of Oil, Gas and Mineral Leases from W. Fred Cameron to Merit Energy Partners II, L.P., dated November 19, 1990, effective October 1, 1990, recorded in Vol. 1251, Pg. 239, Brazos County, Texas.

19. Assignment of Oil, Gas and Mineral Leases from CSM, Inc. to Merit Energy Partners II, L.P., dated August 13, 1990, effective June 1, 1990, recorded in Vol. 1205, Pg. 047, Brazos County, Texas.

20. Assignment of Oil, Gas and Mineral Leases from James H. Stuckey to Merit Energy Partners II, L.P., dated June 22, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 077, Brazos County, Texas.

21. Assignment of Oil, Gas and Mineral Leases from Charles Ward to Merit Energy Partners II, L.P., dated September 21, 1990, effective June 1, 1990, recorded in Vol. 1251, Pg. 242, Brazos County, Texas.

22. Assignment and Bill of Sale from Gus Edwards Co., et al to Merit Energy Company, dated January 15, 1990, effective January 1, 1990, recorded in Vol. 1168, Pg. 295, Brazos County, Texas, insofar, and only insofar as Exhibit A to the Assignment and Bill of Sale covers and pertains to those particular unitized tracts in the Kurten (Woodbine) Unit listed as follows:

EXHIBIT A

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

23. Stipulation of Interest between CSM, Inc., et al, Assignor, to Merit Energy Partners II, L.P., Assignee, dated September 20, 1991, recorded in Vol. 1342, Pg. 74, Brazos County, Texas.

24. Assignment of Oil, Gas and Mineral Leases from Inco Nancy A Partnership, et al to Merit Energy Partners II, L.P. dated October 23, 1991, effective September 1, 1991, recorded in Vol. 1386, Pg. 144, Brazos County, Texas.

25. Assignment of Oil, Gas and Mineral Leases from Mary Wiley Black to Merit Energy Company, dated April 26, 1990, effective January 1, 1990, recorded in Vol. 1184, page 135, Brazos County, Texas.

EXHIBIT A

Part 2. Contracts

The Subject Interests are subject to the following contracts:

1. Operating Agreement dated April 26, 1977, between Amalgamated Bonanza Petroleum Ltd., as Operator, and Prodeco Oil & Gas Co. Ltd., as Non-Operator, as amended by Letter Agreement dated June 17, 1993, between Chevron U.S.A. Production Company and Merit Energy Company.

2. Unit Agreement for the Kurten (Woodbine) Unit, Kurten (Woodbine) Field, Brazos County, Texas, dated October 10, 1983, recorded at Volume 686, Page 326, of the Official Records of Brazos County, Texas.

3. Unit Operating Agreement, Kurten (Woodbine) Unit, Kurten (Woodbine) Field, Brazos County, effective as of the Effective Date of the Kurten (Woodbine) Unit Agreement.

4. Gas Gathering System Agreement dated December 31, 1989, by and between Merit Energy Company and Chevron U.S.A. Inc. covering the Kurten Gas Gathering System.

5. Salt Water Disposal Agreement dated as of November 15, 1991, by and between Merit Energy Company and SWD, Inc.

6. Pipeline Lease dated July 10, 1992, by and between Merit Energy Company and SWD, Inc.

7. Gas Processing Contract dated January 30, 1992, by and between The Nolan Group, Inc., as Processor, and Merit Energy Company, as Gatherer, as amended by Letter Agreement dated October 22, 1992.

8. Letter Agreement dated January 14, 1993, between Chevron U.S.A. Production Company and Merit Energy Company re Chevron gas sales at Kurten.

9. Salt Water Gathering Agreement, Milton - Kurten #1, dated October 13, 1993, by and between Merit Energy Company and Cantro Exploration, Inc.

10. Gas Purchase Contract dated October 13, 1993, by and between Cantro Exploration, Inc., as Seller, and Merit Energy Company, as Buyer.

EXHIBIT A-1

PERSONAL PROPERTY

By this Agreement, Seller intends to convey all of its personal property and fixtures located in Brazos County, Texas, including all of the personal property and fixtures associated with, located on or used in connection with the Subject Interests, including without limitation, the following:

Chevrolet One Ton Gang Truck (serial number 2GCHC39N9K1161156);

Two Utility Trailers;

One Ford Tractor and all accessories, including the brush hog and brush blade;

All office furniture, fixtures and office equipment located in the Kurten field office (except the DATAR personal computer used by Seller for accounting purposes) ;

The CO2 Operated Echo Meter;

The two way radio, including the base station and all mobil units;

All Cellular Telephones used in connection with Seller's operations owned by Seller now located in vehicles owned by Seller's employees;

Any and all material in the yards, shops and warehouses and all equipment in the field, whether in use or not, including all such equipment viewed and photographed by Purchaser prior to execution of this Agreement.

EXHIBIT B

WELLS

Kurten Woodbine Unit
Beard I-1
Beard II-1
Bennett I-1
Buchanan I-1
Buchanan R II-1
Conner I-2
Dansby II-1
Gilpin III-1
Hall I-1
Holland I-1
Holubec I-1
Holubec II-1
Garner-Humphries I-1
Humphries V-1
Maude Locke No. 1
McKinney I-1
Norman Boyd I-1
Odom W F II-1
Odom W F IV-1
Odom W F V-1
Odom W F VI-1
Opersteny I-1
Opersteny II-1
Patch I-1
Payne 1
Smith Richard I-1
Smith Richard III
Wickson I-1
Wilson II-1
Wilson H O I-1
Yeager-Keller I-1
Yeager A J 1
Yeager B I-1
Urso Unit II-1
Jones-Lang Unit 1
Conner Odom I-1
Lang-Odom Unit 1
Garrett Jones Unit 1

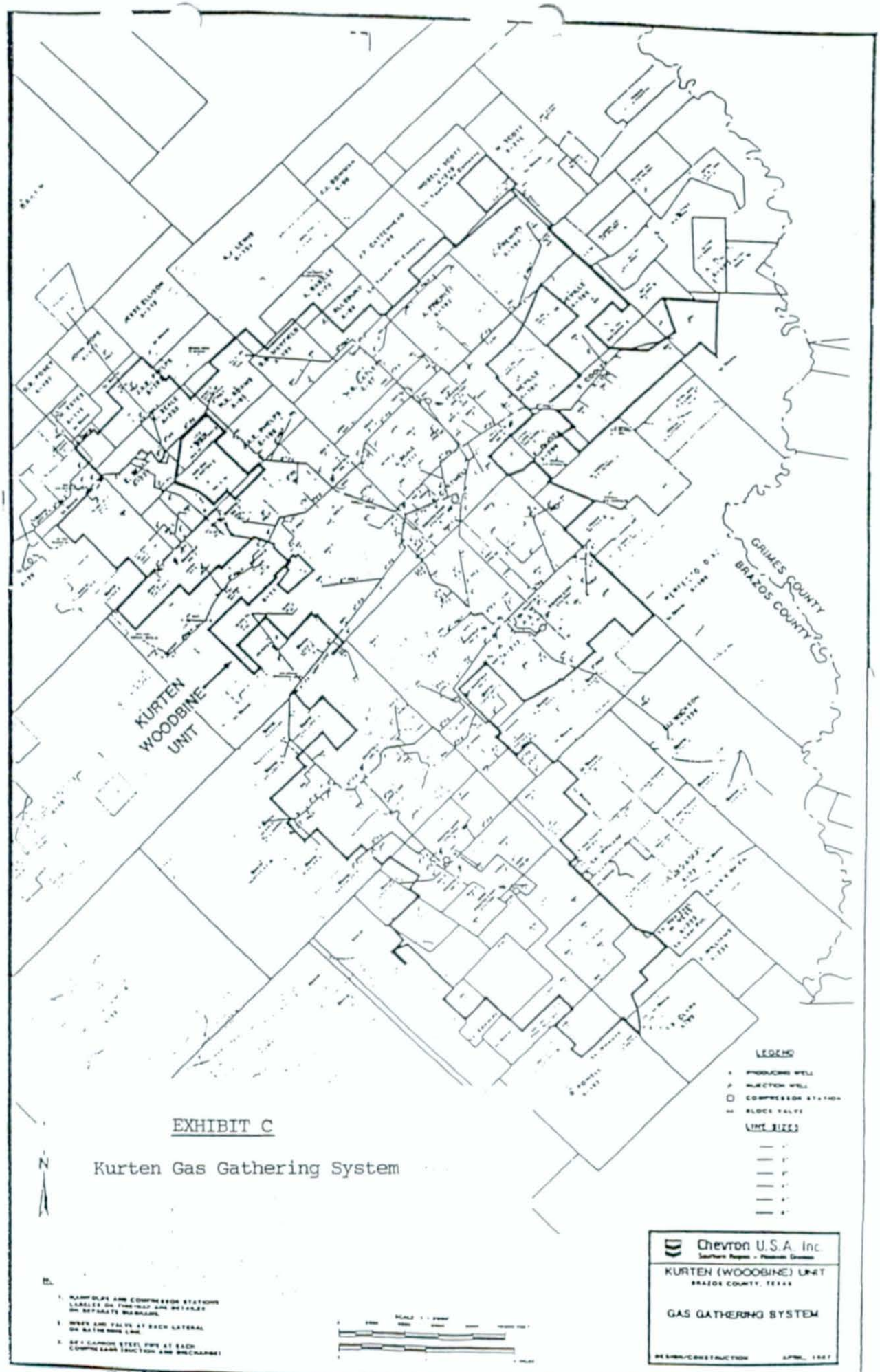

EXHIBIT C

Kurten Gas Gathering System

(10)

REF 96655

ITEM Assignment

TO

FROM

DATE 8-16-94

CODY ENERGY, INC.

TEXAS DEPARTMENT OF TRANSPORTATION
BRYAN DISTRICT
BRYAN, TEXAS
JUN 10 1996
RECEIVED

June 4, 1996

Texas State Highway Dept
1300 N Texas Ave.
Bryan, TX 77803-2760

RE: Feathercrest Farms #1
TX602019
Kurten Field
Brazos County, Texas

Dear Interest Owner:

Please carefully read the enclosures. Enclosed is an original and one copy of Cody Energy, Inc.'s Oil and Gas Division Order representing your proportionate share of the oil and gas produced and sold from the captioned property.

Please executed the Oil and Gas Division Orders in accordance with the attached instructions and return one fully executed original Order to this office for our further processing, retaining a copy for your files. Also, please complete the W-9 Form provided herein and return it with the fully executed Division Order. A self-addressed envelope has been provided for your convenience.

Thank you for your attention to this matter. In the event you have any questions, please contact me.

Sincerely,

CODY ENERGY, INC.

Raul R. Chavez
Division Order Supervisor

encl.

7555 E. Hampden Avenue • Suite 600 • Denver, Colorado 80231 • (303) 695-3600 • Fax (303) 695-3650

(11)

MF 96655
ITEM Letter
TO
FROM
DATE 6-4-96

DIVISION ORDER

To: Cody Energy, Inc.
7555 E. Hampden Avenue, Suite 600
Denver, Colorado 80231
(303)695-3744

Date: May 20, 1996

Property Number: TX602019
Property Name: Feathercrest Farms #1
Operator: Cody Energy, Inc.
County and State: Brazos County, Texas
Property Description: **1179.00 acre unit, Joshua Seale Survey, A-214; H. R. Cartmell Survey A-87; Isaiah Curd Survey A-11 and J. W. Stewart Survey, A-212.**

Effective Date: September 3, 1995
Oil X
Gas X
Other

The undersigned certifies the ownership of the decimal interest in production or proceeds as described on Exhibit "A" attached hereto, payable by Cody Energy, Inc. ("Cody").

Cody shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Cody is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Cody any amount attributable to an interest to which the undersigned is not entitled.

Cody may accrue proceeds until the total amount equals $100.00 or more. Checks will be issued monthly and revenue will be accrued and paid whenever a minimum of $100 is reached, or annually, whichever may occur first. Payments of less than $10 will be held until production ceases or until the owner changes.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Cody may have certain statutory rights under the laws of the state in which the property is located.

Special Clauses: It is the responsibility of the undersigned to notify Cody of all changes of interest contingent on payment of money or expiration of time. All such changes shall be effective the first day of the month following receipt of such notice.

Owner(s) Signature(s): _____ _____

_____ _____

Mailing Address: _____ _____

_____ _____

Tax ID Number: _____ _____

Daytime Telephone #: _____ _____

FAX Telephone #: _____ _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 31% tax withholding and will not be refundable by Payer.

EXHIBIT "A"
MADE PART OF DIVISION ORDER DATED MAY 20, 1996

FEATHERCREST FARMS #1
KURTEN FIELD (AUSTIN CHALK)
BRAZOS COUNTY, TEXAS
TX602019

Owner Number	Owner Name and Address	Owner Decimal Interest	Interest Type
18285	Hi Lo Holdings Ltd	0.01477725	ORI
18811	Phil H Schweikart	0.00019859	ORI
18813	Jackie Schweikart Post	0.00019859	ORI
18903	Camoco Corp	0.00220377	ORI
18905	Charles A McLarty, Jr.	0.00220377	ORI
18907	Public Lands Royalty Trust	0.02132296	ORI
18910	Oro Brazos Minerals	0.00682335	ORI
18911	Donald L Hall	0.00630496	ORI
18915	Bellport Oil & Gas Inc	0.00795393	ORI
18916	G. Rex Wilson	0.00019859	ORI
18917	Marge Wilson	0.00019859	ORI
18918	Mildred P Talley	0.00019859	ORI
18919	Allen D Talley	0.00019859	ORI
18922	Margaret M Martin	0.00039719	ORI
18923	Patricia Stanford Carpenter	0.00039719	ORI
18926	May Energy Partners	0.00911557	ORI
18977	Union Pacific Oil & Gas Co	0.00687665	ORI
19110	Rio Negro Hydrocarbons N V	0.00799611	ORI
19722	RLDS Church - SW Region	0.00039719	ORI
22016	Jack Alfred Stanford	0.00039719	ORI
23394	Marjorie B Huber	0.00731174	ORI
22760	First National Bank of Bryan F/A/O H K Odom & Linda Odom	0.00008469	ORI
3192.3	Chevron USA Inc	0.00032850	RI
8640	Kyle L Stallings	0.00001281	RI
9710	Joe Gieb, III	0.00000427	RI
9746	John C Thomas	0.00001707	RI
18225	John E Smith	0.00020674	RI
18226	Gerald S Pitts	0.00020674	RI
18285	Hi Lo Holdings Ltd	0.00006158	RI
18399	Jimmy Travis Nevill	0.00081955	RI
18410	Odas M and Eletha M Brown	0.00522795	RI
18413	Joe Clyde Burt	0.00052269	RI
18416	Wallace E & Amy Ruth Lawless	0.00101516	RI
18419	Sheryl L Molitor	0.00142988	RI
18419.1	Sheryl L Molitor, Life Est	0.00142988	RI
18421	Hugo J Endler	0.00142988	RI
18421.1	Hugo J Endler, Life Est	0.00142988	RI
18424	Morris P Endler Sr	0.00142988	RI
18424.1	Morris P Endler Sr, Life Est	0.00142988	RI
18430	Inora Herman	0.00266964	RI
18434	Martin E Vavra and Geraldine L Vavra	0.00133482	RI
18436	Dennis W Vavra	0.00066741	RI
18439	Karen L Vavra Freeman	0.00066741	RI
18441	Linda Plagens Jennings	0.00162532	RI
18726	Don E Williams Estate	0.00020489	RI
18749	Gertrude Jopp Lloyd Community Administrator	0.00701548	RI
18751	Barbara S Kehlenbrink	0.00274279	RI
18757	Mary Kathleen Lloyd	0.00350774	RI
18762	Donna Kochan	0.00350774	RI
18786	Delvin R & Marye Barrett	0.01724568	RI
18788	W Glenn Barrett	0.00862284	RI
18789	Kurten Royalty Co	0.00061466	RI
18790	Brian D Barrett	0.00862284	RI

EXHIBIT "A"
MADE PART OF DIVISION ORDER DATED MAY 20, 1996

FEATHERCREST FARMS #1
KURTEN FIELD (AUSTIN CHALK)
BRAZOS COUNTY, TEXAS
TX602019

Owner Number	Owner Name and Address	Owner Decimal Interest	Interest Type
18825	Redstone Management Inc	0.00376590	RI
18911	Donald L Hall	0.00002628	RI
18915	Bellport Oil & Gas Inc	0.00006158	RI
18948	Texas State Highway Dept	0.00125742	RI
18976	Mildred P. Lindsey	0.00129612	RI
18993	Dudley Jones Reinke	0.00006830	RI
18995	Louise Allen Logan	0.00027318	RI
18997	Nat B Allen, III	0.00027318	RI
19121	Goalkeeper Trust Ltd	0.00006830	RI
19506	A J Opersteny	0.00129612	RI
19548	Maudie Odom	0.00354067	RI
19552	Albert E Newcomb and Dorothy Newcomb	0.00598494	RI
19578	Polly Allen Hix, Life Tenant	0.00027318	RI
19587	J C Culpepper, Jr.	0.00020489	RI
19597	J G McGown Estate Contance M McGown Executrix	0.00003415	RI
19614	Patricia Plagens Taylor	0.00129612	RI
19617	Glynn S. Lindsey & Mary L Lindsey	0.00129612	RI
19620	Joseph D Stafford	0.00561281	RI
19648	Richard Alton Johnson	0.00081955	RI
19650	Jerry Wayne Nevill	0.00081955	RI
21834	Michael Doan Hardy	0.00020489	RI
21835	Margaret Hardy Dyer	0.00020489	RI
22760	First National Bank of Bryan F/A/O H K Odom & Linda Odom	0.02006381	RI
24067	Betty Lambert Lightfoot	0.00008555	RI
1	Cody Energy Inc	0.00027033	RI
1	Cody Energy Inc	0.77909552	WI
		1.00000000	

(12.)

NF 96655
ITEM Division order
TO
FROM
DATE 5-20-96

NSNF - ALL

Texas General Land Office
Garry Mauro, Commissioner

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

July 23, 1997

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

Dear Ms. Baars:

The General Land Office received the following assignment on June 16, 1997, and has filed them in M-97722, M-96655 and M-97474.
NSNF

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

Filing fees of $150.00 were received in connection with the above assignment. If you have any questions, please feel free to call me.

Sincerely,

Bridget Hennig

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

:bh

Printed on recycled paper with soybean ink

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

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

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

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

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

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

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

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

627308

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FILED

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December 20, 1996 8:48am

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

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

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

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

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

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

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

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

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

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

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

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

ASSIGNOR:

Attest:

CODY ENERGY, INC.

Daneen Rucki
Assistant Secretary

Robert L. Kubik
President

ASSIGNEE:

CODY TEXAS, L.P.
By its General Partner,
Cody Oil & Gas, Inc.

Daneen Rucki
Assistant Secretary

Robert L. Kubik
President

Acknowledgments

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

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

Witness my hand and official seal.

My commission expires:

_____

Charlene M. Cummings
Notary Public

CHARLENE M. CUMMINGS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires August 4, 2000

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

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

Witness my hand and official seal.

My commission expires:

_____

Charlene M. Cummings
Notary Public

CHARLENE M. CUMMINGS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires August 4, 2000

EXHIBIT ''A''

Prospect: Dudake
State: Texas
County: Brazos

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

98-91-9

EXHIBIT "A"

Prospect: Kuder
State: Texas
County: Brazos

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

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46.91.9

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

EXHIBIT "A"

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

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Prospect: Kurten - Woodbine
State: Texas
County: Brazos

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

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Prospect: Kurten - Woodbine
State: Texas
County: Brazos

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

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240032-001L	ELAINE JONES & JARVIS KURNEY ET AL	W. C. RICHARDSON	07/27/77	27	510	131001
240033-000	JESSE RAY SANDERS & ALICE ELLA SANDERS	AMALGAMATED BONANZA PETROLEUM	08/04/78	33	185	149603
240035-000	ODAS M. BROWN AND ELETHA M. BROWN	PUBLIC LANDS EXPLORATION, INC.	10/21/74	22	219	
240037-000	LESLIE M. CRENSHAW & WILLIE MAE CRENSHAW	AMALGAMATED BONANZA PETROLEUM LTD.	08/30/76	23	444	114327
240038-000	JOE E. VINCENT & BESS L. VINCENT	PUBLIC LANDS EXPLORATION INC	10/05/74	22	222	96251
240039-000	HOWARD HORN & ADELE L. HORN	PUBLIC LANDS EXPLORATION INC	09/27/74	22 22 22	245 502 503	
240040-000	BOBBY LEE HICKS AND BETTY HICKS	JORDAN ENGINEERING, INC.	07/27/77	27	604	131499
240041-000	O.B. CLIFTON AND MARJORIE CLIFTON	JORDAN ENGINEERING, INC.	08/09/77	28	26	132554
240043-000	JERRY LAWRENCE FLING	WILLIAM C. RICHARDSON	10/11/77	31	209	142073
240044-000	CLARENCE EBNER AND DELORES A. EBNER	JORDAN ENGINEERING, INC.	09/30/77	28	406	133816
240045-000	BILLY JIM HANOVER AND VIRGINIA KAY HANOVER	JORDAN ENGINEERING, INC.	07/27/77	28	30	132556
240046-000	ANNA METZER	J WYLIE HARRIS JR	07/23/76	23	252	
240047-000	JAMES D. WILSON, ET AL	AMALGAMATED BONANZA PETROLEUM LTD.	08/27/74	27	561	131271
240048-000	FRANCES MEILLER ET AL	J WYLIE HARRIS JR	07/23/76	24	219	116658
240049-000	J D CONLEE ET AL	William C. Richardson	07/13/77	27	216	129310
240050-000	DONALD P JONES ET UX	AMALGAMATED BONANZA PETROLEUM	03/28/78	34	687	168342
240051-000	JAMES D. DUNN, JR AND JUDY DUNN	JORDAN ENGINEERING, INC.	10/06/77	28	408	133817

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

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

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

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

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

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

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

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

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Lease No.	Lessor	Lessee	Lease Date	Recording Information Book	Page	Reference
	WILSON			22	505	
				22	506 &	
				22	505	110124
240200-002	FRENCHY D. BENNETT, ET AL	PUBLIC LANDS EXPLORATION INC	09/07/74	22	174 &	96238
				22	555 &	110140
				22	556	110140
240202-000	LOUIS OPERSTENY, ET AL	PUBLIC LANDS EXPLORATION INC	09/27/74	22	128	
				22	496	
				22	497	
240203-000	W.F. ODOM	PUBLIC LANDS EXPLORATION INC	08/26/74	22	76	96208
240204-000	RICHARD W. SCHRAM, ET AL	PUBLIC LANDS EXPLORATION INC	09/16/74	22	144	
				22	493	
				22	494	
240205-000	ALTON L BLASE ET UX	PUBLIC LANDS EXPLORATION INC	09/30/74	22	131	
				22	575	
				22	576	
240207-000	WOODROW W. GILPIN AND LUCILLE O. GILPIN	PUBLIC LANDS EXPLORATION, INC	09/11/74	22	60	
				22	499	
				22	500	
240208-000	WILLIS C. CONNER AND BEATRICE O. CONNER	PUBLIC LANDS EXPLORATION INC	09/06/74	21	697	94927
240209-000	W.F. ODOM	PUBLIC LANDS EXPLORATION INC	08/28/74	21	709	94930
240210-001	G.M. EASTERLING AND HAZLE K. EASTERLING	AMALGAMATED BONANZA PETROLEUM	12/10/76	24	583	118707
240210-002	ROBERT W. SIEGERT, JR AND DOROTHY SEIGERT	JORDAN ENGINEERING, INC.	09/21/77	28	466	134040
240212-000	ROBERT G. FORSTHOFF AND ANN FORSTHOFF	AMALGAMATED BONANZA PETROLEUM	12/14/76	24	670	118950
240213-000	RAY B. DARLING AND HELEN F. DARLING	AMALGAMATED BONANZA PETROLEUM	12/14/76	24	666	118948
240214-000	CHARLES O. FORSTHOFF	AMALGAMATED BONANZA PETROLEUM	12/14/76	24	705	119124
240216-000	W.T. KELLEY AND MAGGIE KELLEY	AMALGAMATED BONANZA PETROLEUM	11/30/76	24	511	118194
240217-000	P.J. ENDLER AND ALINE O.	PUBLIC LANDS EXPLORATION INC	09/27/74	22	160	

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Lease No.	Lessor	Lessee	Lease Date	Recording Information Book	Page	Reference
	ENDLER			22 22	520 521	
240218-001	VERDA AMES BARRON	AMALGAMATED BONANZA PETROLEUM	11/17/77	28	823	135635
240219-000	BRYAN INDEPENDENT SCHOOL DISTRICT	DON E. WILLIAMS	11/29/76	24	858	120089
240221-000	HOWARD W. CARGILL, ET UX	AMALGAMATED BONANZA PETROLEUM	08/20/76	23	432	114321
240223-000	J.E. ROBERTS, ET AL	GUS EDWARDS CO	08/03/77	27	481	
240224-000	HERBERT E. FISHER	AMALGAMATED BONANZA PETROLEUM	08/12/76	23	361	113675
240225-000	EUGENE M. BEARD AND MARGUERITE B. BEARD	PUBLIC LANDS EXPLORATION INC	08/30/74	22 22 22	90 567 568	
240226-000	CLYDE D SIDES ET UX	AMALGAMATED BONANZA PETROLEUM	09/07/77	27	836	132419
240227-000	HOWARD L. DEHART AND IDA BELL DEHART	AMALGAMATED BONANZA PETROLEUM	01/24/77	25	126	120531
240228-000	JIMMY V. GIBSON AND BARBARA J. GIBSON	AMALGAMATED BONANZA PETROLEUM	05/11/77	26	365	125316
240229-000	CLIFFORD A. MEYER AND MARY ALICE MEYER	AMALGAMATED BONANZA PETROLEUM	04/11/77	26	156	124267
240230-000	RELIANCE BAPTIST CHURCH	AMALGAMATED BONANZA PETROLEUM	03/29/77	26	7	123482
240231-000	CLAUDE W. ROSIER, JR AND PATRICIA H. ROSIER	AMALGAMATED BONANZA PETROLEUM	05/03/77	26	420	125825
240232-000	H.A. LUTHER AND GERTRUDE LUTHER	AMALGAMATED BONANZA PETROLEUM	05/04/77	26	356	125217
240233-000	LESLIE M CRENSHAW ET AL	AMALGAMATED BONANZA PETROLEUM	08/31/76	23	639	115001
240235-000	B F NORMAN JR ET AL	AMALGAMATED BONANZA PETROLEUM	07/06/79	34 523	508 514	
240236-000	HUGO J. ENDLER & ETHEL METZER ENDLER	PUBLIC LANDS EXPLORATION INC	10/15/74	22	72	96203
240237-000	FRANK E BOYD ET UX	AMALGAMATED BONANZA PETROLEUM	07/06/79	34	505	16885
240239-000	KURTEN CEMETARY ASSOC.	AMALGAMATED BONANZA PETROLEUM	05/29/79	32	201	

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Prospect: Kurten - Woodbine
State: Texas
County: Brazos

Lease No.	Lessor	Lessee	Lease Date	Recording Information Book	Page	Reference
				523	510	
240240-000	HENRY MOORE ET UX	AMALGAMATED BONANZA PETROLEUM	05/08/76	22	478	109447
240241-000	RAYMOND J. FICKEY AND ALICE J. FICKEY	PUBLIC LANDS EXPLORATION INC	10/09/74	22	156	96233
240242-000	RAYMOND B. BUCHANAN, ET UX	PUBLIC LANDS EXPLORATION INC	09/05/74	22 22 22	232 516 517	
240243-000	ROBERT ALAN FJELD ET UX	AMALGAMATED BONANZA PETROLEUM	05/17/77	26	813	
240245-000	OLLIE T LENZ ET UX	PUBLIC LANDS EXPLORATION INC	09/30/74	22 22 22	134 561 562	
240246-000	EUGENE M BEARD ET UX	PUBLIC LANDS EXPLORATION INC	09/16/74	22	93	96214
240247-000	FRED R. JONES AND EDELWEISS K. JONES	PUBLIC LANDS EXPLORATION INC	08/27/74	22 22 22	85 564 565	
240248-000	LEON W STEVENER ET UX	PUBLIC LANDS EXPLORATION INC	09/27/74	22 22 22	248 533 534	
240249-000	W.F. ODOM	PUBLIC LANDS EXPLORATION INC	08/27/74	22	515	
240251-000	WALTER J. KINDT AND MINNIE M. KINDT	PUBLIC LANDS EXPLORATION INC	09/30/74	22 22 22	138 526 527	
240252-000	FRANK FRIDEL, ET AL	PUBLIC LANDS EXPLORATION INC	10/04/74	22	111	96220
240253-000	W.W. HUMPHRIES, ET UX	AMALGAMATED BONANZA PETROLEUM	06/23/76	22 22	610 & 610	 111205
240254-000	GUS E. JOPP	PUBLIC LANDS EXPLORATION INC	12/06/74	22	291	96540
240255-000	GERTRUDE JOPP LLOYD	PUBLIC LANDS EXPLORATION INC	12/06/74	22	288	96539
240256-000	LANSING ALLISON DUBOSE	AMALGAMATED BONANZA PETROLEUM	09/21/76	23	658	115174
240257-000	LUCILLE RUFFINO AND JOE A. RESTIVO	AMALGAMATED BONANZA PETROLEUM	09/03/76	24	3	115586
240258-000	LOUIS L. KINDT AND ELOISE B.	AMALGAMATED BONANZA PETROLEUM	06/22/76	22	630	111273

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240291-012	HENRY C. JOSEY	AMALGAMATED BONANZA PETROLEUM	06/06/77	27	275	129552
240291-013	W.R. NEWCOMB	AMALGAMATED BONANZA PETROLEUM	06/20/77	27	314	129571
240291-014	FRANK FRIDEL	AMALGAMATED BONANZA PETROLEUM	06/02/77	27	316	129572
240291-015	GLENN G. AUTREY AND DORIS ANN AUTREY	AMALGAMATED BONANZA PETROLEUM	06/07/77	27	285	129557
240291-016	BILLY E. MAY AND EMILY K. MAY	AMALGAMATED BONANZA PETROLEUM	06/07/77	27	293	129561
240291-017	CHARLES E. ENGELMAN AND MARIE ANN ENGELMAN	AMALGAMATED BONANZA PETROLEUM	01/12/78	29	466	138043
240291-018	GARY GRAY	AMALGAMATED BONANZA PETROLEUM	07/18/77	27	322	129575
240291-019	GEORGE H. SHEARER AND LENORA G. SHEARER	AMALGAMATED BONANZA PETROLEUM	06/15/77	27	268	129549
240291-020	WILLIAM J. HAMANN AND HOPE HAMANN	AMALGAMATED BONANZA PETROLEUM	06/09/77	27	291	129560
240291-021	EDDIE D. LOHSE AND SHIRLEY L. LOHSE	AMALGAMATED BONANZA PETROLEUM	06/07/77	27	304	129566
240291-022	OTHA NORRIS AND LULA NORRIS	AMALGAMATED BONANZA PETROLEUM	06/09/77	27	295	129562

240293-001	HENRY C. JOSEY AND CINDY A. JOSEY	AMALGAMATED BONANZA PETROLEUM	03/07/77	25	768	122911
240293-002	H.R. TURNER	AMALGAMATED BONANZA PETROLEUM	01/28/77	25	338	120974
240293-003	S.R. BUCHANAN	AMALGAMATED BONANZA PETROLEUM	01/28/77	25	341	120975
240294-001	J.H. KURTEN	TOMMY JACKSON	01/13/77	24	839	119980
240294-002	JAMES LANG AND PEARL LANG	TOMMY JACKSON	12/14/76	24	585	118737

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State: Texas
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Lease No.	Lessor	Lessee	Lease Date	Recording Information Book	Page	Reference
240296-000	JOE SIKORSKI, JR AND RUTH SIKORSKI	AMALGAMATED BONANZA PETROLEUM	02/26/77	25	543	121954
240297-000	CHARLES W. GENTRY AND ILENE A. GENTRY	AMALGAMATED BONANZA PETROLEUM	02/16/77	25	539	121911
240298-000	CHARLES BROCKSMITH AND CLARA BROCKSMITH	AMALGAMATED BONANZA PETROLEUM	01/21/77	25	124	120530
240299-001	RICHARD E. LICHTENWALNER AND JOANNE D. LICHTENWALNER	AMALGAMATED BONANZA PETROLEUM	01/19/77	25	122	120529
240300-000	JIMMY RAY WRIGHT ET UX	AMALGAMATED BONANZA PETROLEUM	03/04/77	25	770	122912
240301-000	MARTIN L. RILEY, JR AND JUDITH ANN RILEY	AMALGAMATED BONANZA PETROLEUM	03/15/77	25	765	122910
240302-000	VICTOR J KOLOGINCZAK	AMALGAMATED BONANZA PETROLEUM	03/18/77	25	763	122909
240303-000	RAYMOND A. DIETRICH, ET UX	AMALGAMATED BONANZA PETROLEUM	03/30/77	26	153	124266
240304-000	RELIANCE EDUCATIONAL & REC.	AMALGAMATED BONANZA PETROLEUM	03/29/77	26	4	123481
240305-000	ERNEST LOVELL AND CLOVIS A. LOVELL	AMALGAMATED BONANZA PETROLEUM	04/20/77	26	162	124375
240306-000	TRYON CEMETERY	AMALGAMATED BONANZA PETROLEUM	04/25/77	26	257	124751
240307-000	JAMES C. SHAW AND DELORES ROSE SHAW	AMALGAMATED BONANZA PETROLEUM	04/25/77	26	246	124533
240308-000	GRADY CHARLES STEPHENS AND LESLIE ANN STEPHENS	AMALGAMATED BONANZA PETROLEUM	05/12/77	26	375	125439
240310-000	GEORGE T. NORMAN III AND SARAH F. NORMAN	AMALGAMATED BONANZA PETROLEUM	05/07/77	26	353	125216
240311-000	WALTER S. BRITTEN, ET AL	PUBLIC LANDS EXPLORATION INC	10/08/74	22	225	
240312-000	JIMMY G. PLANTT AND MARY STELLA PLANTT	AMALGAMATED BONANZA PETROLEUM	05/07/77	26	344	125213
240313-000	CHESTER D. BYNUM AND FLORENE COOK BYNUM	AMALGAMATED BONANZA PETROLEUM	05/05/77	26	370	125318
240314-000	TRAVIS THIGPIN	AMALGAMATED BONANZA PETROLEUM	05/19/77	26	439	125831
240315-000	WALTER TUBBS, SR AND MARY ANN	AMALGAMATED BONANZA PETROLEUM	05/07/77	26	341	125212

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Prospect: Kurten - Woodbine
State: Texas
County: Brazos

Lease No.	Lessor	Lessee	Lease Date	Recording Information Book	Page	Reference
	TUBBS					
240316-000	JERRY H. LAWSON AND PEGGY J. LAWSON	AMALGAMATED BONANZA PETROLEUM	05/07/77	26	350	125215
240317-000	WILLIS L. RUSSELL AND LEOTA H. RUSSELL	AMALGAMATED BONANZA PETROLEUM	05/07/77	26	347	125214
240318-000	COLEMAN L. MARSH AND CHARLENE MARSH	AMALGAMATED BONANZA PETROLEUM	05/03/77	26	326	125032
240319-000	FELIX BOMNSKIE, JR AND DELL BOMNSKIE	AMALGAMATED BONANZA PETROLEUM	05/02/77	26	359	125218
240320-001	GERALD S. PITTS, LTD #1	AMALGAMATED BONANZA PETROLEUM	04/19/77	31	851	144133
240341-SUR	W.F. ODOM	GULF OIL CORPORATION	06/01/84	756	1	317752
240342-SU1	MARGARET SHEALY BROWN	GULF OIL CORP	06/01/84	755	815	317743
240342-SU10	W.P. BARRETT, JR	GULF OIL CORP.	06/01/84	755	808	317742
240342-SU2	HAROLD N. SHEALY	GULF OIL CORP.	06/01/84	756 756	9 7	
240342-SU3	MARVIN SHEALY	GULF OIL CORP.	06/01/84	756	15	317754
240342-SU4	GRACE E. SHEALY	GULF OIL CORP.	06/01/84	756	21	317753
240342-SU5	MARY ANN WOODS	GULF OIL CORP.	06/01/84	756	37	317759
240342-SU6	ERCEL L. LINDSEY	GULF OIL CORP.	06/01/84	755	846	317751
240342-SU7	ESTATE OF JOHN V. LINDSEY	GULF OIL CORP.	06/01/84	755	841	317750
240342-SU8	RALPH E. LINDSEY	GULF OIL CORP.	06/01/84	755	836	317749
240342-SU9	WILLIAM H. LINDSEY	GULF OIL CORP.	06/01/84	755	831	317748
240352-SUR	GERTRUDE JOPP LLOYD, IND & ADMIN OF EST. OF DON E. LLOYD	GULF OIL CORP.	04/15/81	523	602	
240353-SUR	EDELWEISS KOPPE JONES	GULF OIL COMPANY USA	06/01/84	755	826	242178
240354-000	JAMES D. WILSON, TRUSTEE ET AL	AMALGAMATED BONANZA PETROLEUM LTD.	06/25/76	27 2374	564 229	
240355-ROW	DELVIN R. BARRETT	MERIT ENERGY COMPANY	04/30/92	1852	322	526719

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Prospect: Kurten - Woodbine
State: Texas
County: Brazos

EXHIBIT "A"

Lease No.	Lessor	Lessee	Lease Date	Recording Information Book	Page	Reference
240356-000	MORRIS KLINTWORTH AND MADELINE KLINTWORTH	PUBLIC LANDS EXPLORATION, INC.	11/25/74	22	267	96534
240361-001	MRS. CLARA E. KLINTWORTH	PUBLIC LANDS EXPLORATION, INC.	10/04/74	22	118	96222
240361-002	MORRIS E. KLINTWORTH ET AL	GULF OIL CORPORATION	12/24/80	37	69	192309
250534-000	PAMELA LANG GUERRERO ET VIR	C.R. HARDY	12/09/75	22	444	
250535-000	RAYMOND IAN LANG	C.R. HARDY	12/09/75	22	461	
250555-000	ST TX #M-97474	CODY ENERGY, INC.	08/06/96	2703	66	
240366-000	ST TX #M-97722	CODY ENERGY, INC.	12/17/96			

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6.15.97

STATE: Texas
COUNTY: Brazos

1. Assignment of Oil, Gas and Mineral Leases from Kent M. Johnston, et al. to Merit Energy Partners, L.P., dated April 3, 1990, effective January 1, 1990, recorded in Vol. 1178, Pg. 333, Brazos County, Texas.

2. Assignment of Oil, Gas and Mineral Leases from E.C. Johnston, Jr. to Merit Energy Partners, L.P., dated April 3, 1990, effective January 1, 1990, recorded in Vol. 1176, Pg. 859, Brazos County, Texas.

3. Assignment of Oil, Gas and Mineral Leases from William C. Richardson to Merit Energy Partners II, L.P., dated September 16, 1991, effective August 1, 1991, recorded in Vol. 1386, Pg. 141, Brazos County, Texas.

4. Assignment of Oil, Gas and Mineral Leases from James R. Sowell to Merit Energy Partners II, L.P., dated July 13, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 080, Brazos County, Texas.

5. Assignment of Oil, Gas and Mineral Leases from Roland W. Kamprath to Merit Energy Partners II, L.P., dated June 29, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 089, Brazos County, Texas

6. Assignment of Oil, Gas and Mineral Leases from M.W. Parse Jr., Trustee to Merit Energy Partners II, L.P., dated December 4, 1991, effective November 1, 1991, recorded in Vol. 1390, Pg. 343, Brazos County, Texas.

7. Assignment of Oil, Gas and Mineral Leases from Dan G. Matthews to Merit Energy Partners II, L.P., dated June 18, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 086, Brazos County, Texas.

8. Assignment of Oil, Gas and Mineral Leases from B.M. Rankin Jr. to Merit Energy Partners II, L.P., dated July 12, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 083, Brazos County, Texas.

9. Assignment of Oil, Gas and Mineral Leases from Beverly Kamprath to Merit Energy Partners II, L.P., dated July 23, 1990, effective June 1, 1990, recorded in Vol. 1201, Pg. 1, Brazos County, Texas

10. Assignment of Oil, Gas and Mineral Leases from J. Wylie Harris, Jr. to Merit Energy Partners II, L.P., dated July 26, 1990, effective June 1, 1990, recorded in Vol. 1201, Pg. 180, Brazos County, Texas.

11. Assignment of Oil, Gas and Mineral Leases from D. D. I., Inc. to Merit Energy Partners II, L.P., dated October 10, 1990, effective October 1, 1990, recorded in Vol. 1221, Pg. 636, Brazos County, Texas.

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12. Assignment of Oil, Gas and Mineral Leases from Jefferson D. Giller to Merit Energy Partners II, L.P., dated June 25, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 095, Brazos County, Texas.

13. Assignment of Oil, Gas and Mineral Leases from Roy Hogan to Merit Energy Partners II, L.P., dated July 9, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 092, Brazos County, Texas.

14. Assignment of Oil, Gas and Mineral Leases from John W. Berry to Merit Energy Partners II, L.P., dated June 18, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 107, Brazos County, Texas.

15. Assignment of Oil, Gas and Mineral Leases from Tom C. Berry to Merit Energy Partners II, L.P., dated June 18, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 104, Brazos County, Texas.

16. Assignment of Oil, Gas and Mineral Leases from B. J. Bradshaw to Merit Energy Partners II, L.P., dated July 3, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 098, Brazos County, Texas.

17. Assignment of Oil, Gas and Mineral Leases from Charles D. Boston to Merit Energy Partners II, L.P., dated July 10, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 101, Brazos County, Texas.

18. Assignment of Oil, Gas and Mineral Leases from W. Fred Cameron to Merit Energy Partners II, L.P., dated November 19, 1990, effective October 1, 1990, recorded in Vol. 1251, Pg. 239, Brazos County, Texas.

19. Assignment of Oil, Gas and Mineral Leases from CSM, Inc. to Merit Energy Partners II, L.P., dated August 13, 1990, effective June 1, 1990, recorded in Vol. 1205, Pg. 047, Brazos County, Texas.

20. Assignment of Oil, Gas and Mineral Leases from James H. Stuckey to Merit Energy Partners II, L.P., dated June 22, 1990, effective June 1, 1990, recorded in Vol. 1199, Pg. 077, Brazos County, Texas.

21. Assignment of Oil, Gas and Mineral Leases from Charles Ward to Merit Energy Partners II, L.P., dated September 21, 1990, effective June 1, 1990, recorded in Vol. 1251, Pg. 242, Brazos County, Texas.

22. Assignment and Bill of Sale from Gus Edwards Co., et al. to Merit Energy Company, dated January 15, 1990, effective January 1, 1990, recorded in Vol. 1168, Pg. 295, Brazos County, Texas, insofar, and only insofar as Exhibit A to the Assignment and Bill

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

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

23. Stipulation of Interest between CSM, Inc., et al., Assignor, to Merit Energy Partners II, L.P., Assignee, dated September 20, 1991, recorded in Vol. 1342, Pg. 74, Brazos County, Texas.

24. Assignment of Oil, Gas and Mineral Leases from Inco Nancy A. Partnership, et al. to Merit Energy Partners II, L.P., dated October 23, 1991, effective September 1, 1991, recorded in Vol. 1386, Pg. 144, Brazos County, Texas.

25. Assignment of Oil, Gas and Mineral Leases from Mary Wiley Black to Merit Energy Company, dated April 26, 1990, effective January 1, 1990, recorded in Vol. 1184, Pg. 135, Brazos County, Texas.

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46.91.9

EXHIBIT ''A''

Prospect: Riverside Campus
State: Texas
County: Brazos

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

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46.91.9

EXHIBIT "A"

Prospect: Riverside Campus
State: Texas
County: Brazos

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

46-91-9

Exhibit 'B'

Prospect: Dudake
State: Texas
County: Brazos

Well Name	Well Number
DUDAKE #1	TX229020

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Exhibit 'B'

Prospect: Kuder
State: Texas
County: Brazos

Well Name	Well Number
Kuder, Willie #1	TX229007
Kuder, Willie #2	TX229008

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Exhibit 'B'

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

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

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Exhibit 'B'

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

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

NO. 2814 P.02

Exhibit 'B'

Prospect: Riverside Campus
State: Texas
County: Brazos

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

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(13)

96055

Assignment

File Dated 9/15/97

STATE OF TEXAS COUNTY OF BRAZOS

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

APR 2 1 1997

COUNTY COURT BRAZOS COUNTY TEXAS

Mary Lou Bird

COUNTY CLERK, Brazos County Texas

CODY ENERGY, INC.

7555 EAST HAMPDEN AVE SUITE 600

DENVER, CO 80231

LEASE TERMINATION / EXPIRATION WORKSHEET

REVISED 11/21/94

RENTAL SECTION

	ANALYST	DATE
RENTAL ANALYST	L.Anderson	11-4-98

LEASE NUMBER M-96035
LEASE DATE 10-7-95

LEASE TERMINATED ? [ ] EXPIRED? XXXXX
PRIMARY TERM 3 years

IF THE LEASE IS UNITIZED

TOTAL UNIT ACRES [ ]
UNIT ACRES TO TERM [ ]

TOTAL NON-UNIT ACRES [ ]
NON-UNIT ACRES TO TERM [ ]

COMMENTS- End of Primary Term

MAP SECTION

	ANALYST	DATE
MAP ANALYST	[signature]	3-3-00

NEW WELL LOCATIONS ON MAP OR UNPOSTED W-1S? YES [ ] NO [ ]

COMMENTS- Lease Reinstated.

IF YES, FORWARD TO GEOLOGY

GEOLOGY SECTION

	GEOLOGIST	DATE
GEOLOGIST		

RESULTS OF ADDITIONAL RESEARCH-

MAP SECTION

MAP UPDATED TO REFLECT GEOLOGIST'S COMMENTS? ANALYST [ ] DATE [ ]

RENTAL SECTION

	ANALYST	DATE
RENTAL ANALYST	LAnderson	11-4-98

DATE LEASE TEMINATED/EXPIRED 10-7-98

DATE TERMINATION LETTER MAILED [ ]

LEASE FILE ENDORSED?	YES	NO	DATE
RENTAL	✓		11-4-98
MAPS			

File No. MF-096655

Expired

Date Filed: 11/4/98

David Dewhurst, Commissioner

By

Texas General
Land Office

David Dewhurst
Commissioner

COPY

December 28, 1999

Cody Energy
Attn: Amber Chapin
7555 E. Hampden Ave. Suite 600
Denver, Colorado 80231

RE: Mineral Lease Assignment

Dear Ms. Chapin:

The General Land Office received the following instrument on September 27, 1999, and has filed it in MF096655, MF097474 and MF097722.

> Assignment of Oil and Gas Lease (75%) with an execution date of July 1, 1999, from Cody Texas, L.P., as Assignor, to Kurten Limited Partnership, as Assignee, recorded in Brazos County, Texas.

Filing fees of $75.00 were received in connection with the above assignment. If you have any questions, please feel free to call me.

Sincerely,

Jim Baumgardner
Landman

Energy Resources

Stephen F. Austin Building

1700 North
Congress Avenue

Austin, Texas
78701-1495

512-463-5001

Cody;MF096655 MF097474 MF97722 (2)

CODY ENERGY LLC

7555 EAST HAMPDEN AVE SUITE 600
DENVER, CO 80231

CHECK NO: 00158135

Operating Account

VENDOR: Texas General Land Office

Invoice Date	Invoice Number	Description	Net Amount
09/22/99	CKREQ92299	9909-AP-40	75.00
			129
CHECK DATE: 09/24/99	VENDOR NO: 5499.2	TOTALS	75.00

00004926

ENERGY RESOURCES
99 SEP 27 PM 3:28
RECEIVED

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CONVEYANCE

CODY TEXAS, L.P., a Texas limited partnership, by its General Partner, CODY OIL & GAS, INC. (herein called "Grantor"), for Ten Dollars and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto **KURTEN LIMITED PARTNERSHIP, a Texas limited partnership** (herein called "Grantee"), whose address is 7555 E. Hampden Ave., Suite 600 Denver, Colorado 80231 an undivided 75% of all the right, title and interest of Grantor in and to the following described properties, rights and interests:

(a) The properties described in Exhibit A attached hereto and made a part hereof for all purposes;

(b) Without limitation of the foregoing, all right, title and interest (of whatever kind or character, whether legal or equitable, and whether vested or contingent) in and to the oil, gas and other minerals in and under or that may be produced from the lands and wells described in Exhibit A hereto (including interests in oil, gas and/or mineral leases covering such lands, units and wells, overriding royalties, production payments and net profits interests in such lands, such leases and wells, and fee mineral interests, fee royalty interests and other interests in such oil, gas and other minerals), whether such lands, units and wells be described in a description set forth in such Exhibit A or be described in such Exhibit A by reference to another instrument (and without limitation by any depth limitations that may be set forth in such Exhibit A or in any such instrument so referred to for description), even though Grantor's interest in such oil, gas and other minerals may be incorrectly described in, or omitted from, such Exhibit A;

(c) All rights, titles and interests in and to, or otherwise derived from, all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations and/or orders and in and to the properties covered and the units created thereby (including all units formed under orders, rules, regulations, or other official acts of any federal, state, or other authority having jurisdiction, voluntary unitization agreements, designations and/or declarations) relating to the properties described in paragraphs (a) and (b) above;

(d) All rights, titles and interests in and to all presently existing and valid production sales (and sales related) contracts, operating agreements, and other agreements and contracts which relate to any of the properties described in paragraphs (a), (b) and (c) above, or which relate to the exploration, development, operation, or maintenance thereof or the treatment, storage, transportation or marketing of production therefrom (or allocated thereto);

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 09/16/99

Mary Louise Wheeler
County Clerk
Brazos County, Texas

(e) All rights, titles and interests in and to all materials, supplies, machinery, equipment, improvements and other personal property and fixtures (including but not by way of limitation, all wells, wellhead equipment, pumping units, flowlines, tanks, buildings, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, and other equipment), and all easements, rights-of-way, surface leases and other surface rights, all permits and licenses, and all other appurtenances being used or held for use in connection with, or otherwise related to, the exploration, development, operation or maintenance of any of the properties described in paragraphs (a), (b) and (c) above, or the treatment, storage, transportation or marketing of production therefrom (or allocated thereto); and

(f) All lease files, abstracts and title opinions, production records, well files, accounting records (but not including general financial accounting records), seismic records and surveys, gravity maps, electric logs, geological or geophysical data and records, and other files, documents and records of every kind and description which relate to the properties described above.

The properties, rights and interests specified in the foregoing subparagraphs (a), (b), (c), (d), (e) and (f), exclusive of the properties, rights and interests excluded below, are herein sometimes collectively called the "Subject Properties".

TO HAVE AND TO HOLD the Subject Properties unto Grantee, and assigns, forever.

GRANTOR AGREES TO WARRANT AND FOREVER DEFEND TITLE TO THE SUBJECT PROPERTIES UNTO GRANTEE, ITS SUCCESSORS AND ASSIGNS, AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING, OR TO CLAIM THE SAME, OR ANY PART THEREOF, BY, THROUGH OR UNDER GRANTOR, BUT NOT OTHERWISE.

Grantor agrees to execute and deliver to Grantee, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Grantee the Subject Properties.

This Conveyance is being executed in several counterparts all of which are identical. All of such counterparts together shall constitute one and the same instrument.

This Conveyance is made subject to that certain Purchase and Sale Agreement between Grantor and Grantee dated July 30, 1999 and the AMI effecting the properties, rights and interests conveyed herein which is contained in the Limited Partnership, Kurten Limited Partnership dated of even date herewith. Such Agreement contains certain representations, warranties and agreements between the parties, which survive the delivery of this Conveyance, as

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 09/16/99 AP

Mary Lou Wood
County Clerk
Brazos County, Texas

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more particular provided for therein, but third parties may conclusively rely on this Conveyance to vest title to the Subject Properties in Grantee.

IN WITNESS WHEREOF this Conveyance has been executed by Grantor on the date of its acknowledgment effective as to runs of oil and deliveries of gas, and for all other purposes, as of 9:00 a.m. Central Daylight Time on July 1, 1999.

"GRANTOR"
CODY TEXAS, L.P., a Texas limited partnership, by its General Partner, CODY OIL & GAS, INC.

By: [signature]
Name: B.M. Simmons
Title: President

STATE OF ~~TEXAS~~ Colorado §
§
COUNTY OF Denver §

The foregoing instrument was acknowledged before me this 30 day of July, 1999, by B.M. Simmons.

My Comm. Expires:
1-7-2002

[signature]
Notary Public in and for the State of Texas

NOTARY PUBLIC STATE OF COLORADO

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 09/16/99 RP

[signature]
County Clerk
Brazos County, Texas

Exhibit A

Attached to and made a part of that certain Conveyance by and between
Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

Lease No.	Lessor	Lessee	Lease Date	Recording Information Book	Page	Reference
240000-AGT	CHEVRON U.S.A. PRODUCTION COMPANY	CODY ENERGY, INC	8/19/94			
240005-000	JOSIE MAE NETZEL	AMALGAMATED BONANZA PETROLEUM LTD.	1/26/77	25	525	121743
240008-000	BILLY PAYNE, TRUSTEE	AMALGAMATED BONANZA PETROLEUM LTD.	5/9/77	26	423	125826
240011-000	JOE F. ZAJICEK AND LILLIE O. ZAJICEK	PUBLIC LANDS EXPLORATION, INC	11/13/74	22	281	
240014-000	J.E. RODGERS AND CHRISTINE RODGERS	AMALGAMATED BONANZA PETROLEUM LTD.	7/11/77	27	155	128699
240015-000	J.E. RODGERS AND CHRISTINE RODGERS	AMALGAMATED BONANZA PETROLEUM LTD.	7/11/77	27	162	128701
240016-001	DONNA LLOYD KOCHAN AND MARY LLOYD	AMALGAMATED BONANZA PETROLEUM LTD.	2/4/77	25	608	122227
240016-002	MRS. GERTRUDE JOPP LLOYD	PUBLIC LANDS EXPLORATION, INC.	9/27/74	22	165	
240018-000	EMIL F. KOSTELKA AND BETTY J. KOSTELKA	AMALGAMATED BONANZA PETROLEUM LTD.	7/18/77	27	199	129034
240019-000	H.E. WEST AND HELEN S. WEST	AMALGAMATED BONANZA PETROLEUM LTD.	2/24/78	30	448	146375

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 09/16/99 at
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between
Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

			Recording Information			
240020-000	GERMAN EVANGELICAL ZION CONGREGATION AT KURTEN	AMALGAMATED BONANZA PETROLEUM LTD.	2/28/77	25	707	122528
240022-000	THOMAS K. HALL AND PRISCILLA HALL	PUBLIC LANDS EXPLORATION, INC.	8/30/74	22	105	96218
240023-000	MARK G. HALL	AMALGAMATED BONANZA PETROLEUM LTD.	3/8/77	25	710	
240024-000	FREDERICK C. HALL, ET UX	PUBLIC LANDS EXPLORATION, INC.	8/30/74	22	99	96217
240025-000	J.W. HALL, JR.	AMALGAMATED BONANZA PETROLEUM LTD.	3/8/77	25	713	122530
240026-000	FINLEY M BOWMAN AND MILDRED M. BOWMAN	AMALGAMATED BONANZA PETROLEUM LTD.	9/22/76	24	216	116600
240027-000	FRED W. KELLER AND MARILYN E. KELLER	AMALGAMATED BONANZA PETROLEUM LTD.	7/6/76	22	701	111757
240028-000	ARTHUR J. YEAGER AND JOHANNA YEAGER	AMALGAMATED BONANZA PETROLEUM LTD.	6/28/76	22	639	111361
240029-000	BEULAH YEAGER	AMALGAMATED BONANZA PETROLEUM LTD.	7/20/76	22	783	112455
240030-000	MARTIN LUTHER RILEY AND MAURICE DELL RILEY	AMALGAMATED BONANZA PETROLEUM LTD.	9/7/77	27	834	132418
240031-000	GIBBS BROTHERS & COMPANY	HERBERT L. DILLON , JR.	9/17/76	24	83	116270

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 09/16/99 RP
Mary Lou Wade
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between
Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

				Recording Information		
240032-001A	RUBY LEE JONES, ET AL	WILLIAM C. RICHARDSON	7/27/77	27	514	
240032-001B	BESSIE BYNUM ET AL	WILLIAM C. RICHARDSON	7/27/77	27	503	130998
240032-001C	JEROME M. LEVI ET AL	WILLIAM C. RICHARDSON	7/27/77	27	501	130997
240032-001D	DAN S. LEVI ET AL	WILLIAM C. RICHARDSON	7/27/77	27	505	130999
240032-001E	MILTON LEWIS ET AL	W. C. RICHARDSON	7/27/77	27	499	130996
240032-001F	ROSETTA B. ROBERTS ET AL	W. C. RICHARDSON	7/27/77	27	518	131005
240032-001G	WILLETTA B. SMITH ET AL	W. C. RICHARDSON	7/27/77	27	516	131004
240032-001H	GLADYS JONES WADE ET AL	W. C. RICHARDSON	7/27/77	27	508	131000
240032-001I	PINKNEY KURNEY ET AL	W. C. RICHARDSON	7/27/77	27	512	131002
240032-001J	BESSIE MAE DARNELL ET AL	W. C. RICHARDSON	7/27/77	27	497	130995
240032-001K	RUBY K. JONES ET AL	W. C. RICHARDSON	7/27/77	27	520	131006
240032-001L	ELAINE JONES & JARVIS KURNEY ET AL	W. C. RICHARDSON	7/27/77	27	510	131001
240033-000	JESSE RAY SANDERS & ALICE ELLA SANDERS	AMALGAMATED BONANZA PETROLEUM LTD.	8/4/78	33	185	149603

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 09/16/1998
Mary Lou Wade
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between
Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

				Recording Information		
240035-000	ODAS M. BROWN AND ELETHA M. BROWN	PUBLIC LANDS EXPLORATION, INC.	10/21/74	22	219	
240037-000	LESLIE M. CRENSHAW & WILLIE MAE CRENSHAW	AMALGAMATED BONANZA PETROLEUM LTD.	8/30/76	23	444	114327
240038-000	JOE E. VINCENT & BESS L. VINCENT	PUBLIC LANDS EXPLORATION INC	10/5/74	22	222	96251
240039-000	HOWARD HORN & ADELE L. HORN	PUBLIC LANDS EXPLORATION INC	9/27/74	22	503	
240040-000	BOBBY LEE HICKS AND BETTY HICKS	JORDAN ENGINEERING, INC.	7/27/77	27	604	131499
240041-000	O.B. CLIFTON AND MARJORIE CLIFTON	JORDAN ENGINEERING, INC.	8/9/77	28	26	132554
240043-000	JERRY LAWRENCE FLING	WILLIAM C. RICHARDSON	10/11/77	31	209	142073
240044-000	CLARENCE EBNER AND DELORES A. EBNER	JORDAN ENGINEERING, INC.	9/30/77	28	406	133816
240045-000	BILLY JIM HANOVER AND VIRGINIA KAY HANOVER	JORDAN ENGINEERING, INC.	7/27/77	28	30	132556
240046-000	ANNA METZER	J WYLIE HARRIS JR	7/23/76	23	252	
240047-000	JAMES D. WILSON, ET AL	AMALGAMATED BONANZA PETROLEUM LTD.	8/27/74	27	561	131271

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 12/16/99 AD
Mary Lou Wade
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between
Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

				Recording Information		
240048-000	FRANCES MEILLER ET AL	J WYLIE HARRIS JR	7/23/76	24	219	116658
240049-000	J D CONLEE ET AL	WILLIAM C. RICHARDSON	7/13/77	27	216	129310
240050-000	DONALD P JONES ET UX	AMALGAMATED BONANZA PETROLEUM LTD.	3/28/78	34	687	168342
240051-000	JAMES D. DUNN, JR AND JUDY DUNN	JORDAN ENGINEERING, INC.	10/6/77	28	408	133817
240052-000	C.L. OLDHAM AND MARGARET OLDHAM	JORDAN ENGINEERING, INC.	9/27/77	28	295	133309
240053-000	ROBERT D. SELF, JR AND ANNA FRANCES SELF	RICHARD C. HUDSON	6/8/77	26	612	126969
240055-000	DURWOOD THOMPSON AND INA M. THOMPSON	AMALGAMATED BONANZA PETROLEUM LTD.	4/26/78	31	516	143165
240056-000	WALTER HARDIN, JR. AND MARY FRANCES HARDIN	JORDAN ENGINEERING, INC.	10/25/77	28	503	134334
240057-000	WILLIAM CLAYTON FORD AND LINDA DIANE FORD	JORDAN ENGINEERING, INC.	9/16/77	28	345	133679
240058-000	CARVEY T. NEVILL AND CHRISTINE NEVILL	PUBLIC LANDS EXPLORATION INC	10/5/74	22	57	96199

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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 12/16/99 AD
Mary Lou Wade
County Clerk
Brazos County, Texas

Exhibit A

Attached to and made a part of that certain Conveyance by and between
Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

			Recording Information			
240059-000	HOWARD W. CARGILL	JORDAN ENGINEERING, INC.	12/3/79	35	766	176914
240060-000	PETE A. FAZZINO	JORDAN ENGINEERING, INC.	1/8/80	35	541	173962
240061-000	RAY PORTALES AND ALICE PORTALES	JORDAN ENGINEERING, INC.	3/10/78	31	269	142389
240062-000	DR J. GARLAND WATSON, ET UX	HERBERT L. DILLON, JR	1/17/77	25	148	120635
240063-000	MARY F. CONAWAY	HERBERT L. DILLON, JR	1/25/77	25	369	111246
240064-000	GEORGE CONAWAY	HERBERT L. DILLON, JR.	1/21/77	25	137	111248
240066-000	ROBERT C. GARRETT AND WILLIE M. GARRETT	PUBLIC LANDS EXPLORATION INC	8/22/75	22	431	104575
240067-000	REV. SHERRILL HALL AND MARGARET FAIN HALL	PUBLIC LANDS EXPLORATION INC	8/30/74	22	168	96236
240068-000	GENE W. CLARK AND MARY ELIZABETH CLARK	PUBLIC LANDS EXPLORATION INC	8/30/74	22	108	96219
240069-000	ROY M. NOBLETT AND MILDRED W. NOBLETT	PUBLIC LANDS EXPLORATION INC	10/9/74	22	216	96249
240070-000	ALBERT E. NEWCOMB AND DOROTHY L. NEWCOMB	AMALGAMATED BONANZA PETROLEUM LTD.	8/13/76	24	355	113615

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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 02/16/92 AD

Mary Lou Wade
County Clerk
Brazos County, Texas

Exhibit A

Attached to and made a part of that certain Conveyance by and between
Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

				Recording Information		
240071-000	HENRY L LISKI	AMALGAMATED BONANZA PETROLEUM LTD.	8/30/76	23	434	114322
240072-000	EULA MAE RILEY	AMALGAMATED BONANZA PETROLEUM LTD.	8/30/76	23	438	114324
240073-000	MELVIN HARTSFIELD ET UX	AMALGAMATED BONANZA PETROLEUM LTD.	8/30/76	23	498	
240074-000	DON D. DABBS AND THERESA J. DABBS	AMALGAMATED BONANZA PETROLEUM LTD.	8/16/77	27	463	130704
240075-000	DAVID GREGG AND LINDA GREGG	JORDAN ENGINEERING, INC.	10/18/77	28	724	135359
240076-000	KENT POTTS ET AL	AMALGAMATED BONANZA PETROLEUM LTD.	9/10/76	23	643	115263
240077-000	HARVEY B. CAMPBELL AND CHARLENE S. CAMPBELL	AMALGAMATED BONANZA PETROLEUM LTD.	9/30/76	24	77	116157
240078-000	LEONA SCHRAM	AMALGAMATED BONANZA PETROLEUM LTD.	9/30/76	24	88	116281
240079-000	STEPHEN KOLOGINCZAK	AMALGAMATED BONANZA PETROLEUM LTD.	9/25/76	23	822	115458
240080-000	HENRY K. ODOM AND MAUDIE A. ODOM	PUBLIC LANDS EXPLORATION INC	8/26/74	22	177	96240
240081-000	LOUIS T. FICKEY AND DOROTHY M. FICKEY	AMALGAMATED BONANZA PETROLEUM LTD.	9/24/76	24	393	117781
240082-000	KENNETH J. KINDT AND CARLA M. KINDT	AMALGAMATED BONANZA PETROLEUM LTD.	9/9/77	27	840	132421

STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on 12/16/2008
Mary Lynn Wade
County Clerk
Brazos County, Texas

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Exhibit A

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Kurten Field
Brazos County, Texas

			Recording Information			
240083-000	LEE L. PIRAINO AND BETSY PIRAINO	AMALGAMATED BONANZA PETROLEUM LTD.	9/12/77	27	842	132422
240084-001	G.M. EASTERLING, ET UX	AMALGAMATED BONANZA PETROLEUM LTD.	5/3/78	31	551	143328
240084-002	PETE R. SCARMARDO, ET UX	AMALGAMATED BONANZA PETROLEUM LTD.	4/29/78	31	549	143327
240084-003	HERMAN E. FRIELING	AMALGAMATED BONANZA PETROLEUM LTD.	9/1/77	27	830	132416
240084-004	MAX H FRIELING	AMALGAMATED BONANZA PETROLEUM LTD.	9/1/77	27	832	132417
240084-005	PAULINE FRIELING WILLIAMS	AMALGAMATED BONANZA PETROLEUM LTD.	9/9/77	27	838	132420
240084-006	JUANITA H CROW	AMALGAMATED BONANZA PETROLEUM LTD.	9/16/77	27	846	132424
240084-007	JAMES H BRODERICK	AMALGAMATED BONANZA PETROLEUM LTD.	9/14/77	28	89	132708
240084-008	CAROL M ROBERTS	AMALGAMATED BONANZA PETROLEUM LTD.	9/15/77	28	91	132709
240084-009	JOHN C JACKSON	AMALGAMATED BONANZA PETROLEUM LTD.	9/15/77	28	96	132711
240084-010	KENNETH C HARDING	AMALGAMATED BONANZA PETROLEUM LTD.	9/16/77	28	98	132712
240084-011	MELVIN C LUHM	AMALGAMATED BONANZA PETROLEUM LTD.	9/15/77	28	103	132714
240084-012	GLORIA M BARRETT	AMALGAMATED BONANZA PETROLEUM LTD.	9/15/77	28	192	132948

STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on 09/16/99 AD
Mary Louise Nash
County Clerk
Brazos County, Texas

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Exhibit A

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Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

				Recording Information		
240084-013	VERNON RAY POINDEXTER	AMALGAMATED BONANZA PETROLEUM LTD.	9/15/77	28	196	132950
240084-014	FLORENCE H CRAWLEY	AMALGAMATED BONANZA PETROLEUM LTD.	9/16/77	28	233	133169
240084-015	CLARENCE FREELING, IND & AS EXEC FOR ESTATE OF CARL G. FREELING	W T JORDAN	9/12/77	28	738	135364
240084-016	LORNA FRIELING	JORDAN ENGINEERING INC	9/23/77	28	380	133700
240084-017	FRED J FRIELING AND ELMA F FRIELING	JORDAN ENGINEERING INC	9/8/77	28	121	132843
240084-018	P A LUHM AND MARY E LUHM	JORDAN ENGINEERING INC	10/20/77	30	82	138826
240084-019	EDNA LANGE	JORDAN ENGINEERING INC	9/12/77	28	727	135360
240084-020	LOUISE LANGE OSMUNDSON AND JARL OSMUNDSON	JORDAN ENGINEERING INC	9/12/77	28	357	133688
240084-021	HELEN LANGE NEWMAN AND CARL W NEWMAN	JORDAN ENGINEERING INC	9/12/77	28	376	133697
240084-022	E B FRIELING	W T JORDAN	9/26/77	28	735	135363
240084-023	MCKINLEY HARDING	JORDAN ENGINEERING INC	5/19/78	32	715	147004
240084-024	CALVIN R HARDING	JORDAN ENGINEERING INC	5/3/78	32	717	147129

STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on 12/16/92
Mary Lynn Wade
County Clerk
Brazos County, Texas

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Exhibit A

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Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

			Recording Information			
240084-025	STEVEN A HOWARD	JORDAN ENGINEERING INC	4/4/78	31	36	141832
240084-026	THOMAS FISHER	JORDAN ENGINEERING INC	9/23/77	28	205	
240084-027	RICHARD E WITHERS JR AND WIFE	JORDAN ENGINEERING INC	9/8/77	28	445	134031
240084-028	ROBERT L GARRETT AND WIFE	JORDAN ENGINEERING INC	9/8/77	28	452	134033
240084-029	WAYNE A THEISS	JORDAN ENGINEERING INC	9/9/77	28	441	134030
240084-030	FRANK B PETROSKI JR AND ARLENE PETROSKI	JORDAN ENGINEERING INC	9/9/77	28	478	134045
240084-031	CLIFFORD P VORWERK AND MOIRA VORWERK	JORDAN ENGINEERING INC	9/9/77	28	448	134032
240098-000	MILDRED KEYNON	AMALGAMATED BONANZA PETROLEUM LTD.	9/26/77	28	251	133370
240099-000	LEE LEONARD PIRAINO AND BETSY PIRAINO	AMALGAMATED BONANZA PETROLEUM LTD.	9/12/77	28	93	132710
240101-000	H.F. PLAGENS	PUBLIC LANDS EXPLORATION INC	9/27/74	22	183	
240102-000	FRANK A. COTTON AND DIANE M. COTTON	AMALGAMATED BONANZA PETROLEUM LTD.	10/10/77	29	4	135929
240107-001	MORRIS LIGHTFOOT, JR	AMALGAMATED BONANZA PETROLEUM LTD.	9/6/77	29	126	136226

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STATE OF TEXAS
COUNTY OF BRAZOS
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Mary Louise Nash
County Clerk
Brazos County, Texas

Exhibit A

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Kurten Field
Brazos County, Texas

				Recording Information		
240107-002	TONI LIGHTFOOT ESHOM, GUARDIAN	AMALGAMATED BONANZA PETROLEUM LTD.	9/6/77	30	380	140151
240107-003	W.F. ODOM	PUBLIC LANDS EXPLORATION INC	8/26/74	22	171	
240107-004	H P DANSBY JR, ET UX	PUBLIC LANDS EXPLORATION INC	9/9/74	22	236	
240107-005	FEATHER CREST ENTERPRISES, INC	PUBLIC LANDS EXPLORATION INC	10/15/74	22	195	96244
240107-006	H.K. ODOM, JR AND LINDA ODOM	PUBLIC LANDS EXPLORATION INC	8/26/74	22	81	96210
240107-007	FRANK BORISKIE, RECEIVER FOR UNKNOWN STOCKHOLDERS OF MARLEY PRODUCTION CO. A DEFUNCT TEXAS CORP.	AMALGAMATED BONANZA PETROLEUM LTD.	8/26/77	27	494	130990
240107-008	DRB HOLSTEIN FARMS INC	PUBLIC LANDS EXPLORATION INC	10/15/74	22	200	96245
240107-009	JOHN V LINDSEY ET AL	AMALGAMATED BONANZA PETROLEUM LTD.	12/14/76	25	1	120153
240107-010	WALLACE ERVIN LAWLESS AND AMY RUTH LAWLESS	AMALGAMATED BONANZA PETROLEUM LTD.	12/13/76	24	703	119123
240107-MN1	TONI LIGHTFOOT ESHOM, GUARDIAN	CODY ENERGY INC	1/14/95	2292	267	573228
240107-MN2	JEWEL P. LIGHTFOOT HEIRS, ETAL	AMALGAMATED BONANZA PETROLEUM LTD.	7/25/77	379	831	

STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on 09/14/99 00
Mary Lou Wand
County Clerk
Brazos County, Texas

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Exhibit A

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Kurten Field
Brazos County, Texas

				Recording Information		
240113-000	LARRY N. BEWLEY AND MARTHA DORENE BEWLEY	JORDAN ENGINEERING, INC.	7/28/77	27	588	131492
240114-000	JAMES N. WALDROP AND JANE A. WALDROP	JORDAN ENGINEERING, INC.	10/3/77	28	247	133241
240115-002	MARY BYARS MORGAN	HERBERT L DILLON, JR.	9/30/76	24	144	116449
240115-003	F.L. BYARS	HERBERT L. DILLON, JR.	10/3/76	24	311	117100
240115-004	SYDNEY C MCMURRAY ET AL	HERBERT L DILLON, JR	10/4/76	24	237	116749
240115-005	JOE WILKINSON (JOEL M. WILKINSON)	HERBERT L. DILLON, JR	9/30/76	24	400	117834
240115-006	ROBERT HENRY CONAWAY JR	CODY ENERGY INC	10/16/97	3010	298	
240115-007	JOE THOMAS CONAWAY	CODY ENERGY INC	9/11/97	2966	146	
240116-000	J.F. RILEY AND MAMIE RILEY	JORDAN ENGINEERING, INC.	9/15/77	28	359	133689
240117-000	ALTON RAY SEMBERA, JR. AND DORIS LEE SEMBERA	JORDAN ENGINEERING, INC.	9/24/77	28	475	134044
240118-000	LEWIS SHIRLEY AND RUBY SHIRLEY	JORDAN ENGINEERING, INC.	9/30/77	28	531	134628
240120-000	ANTONE E. LAZA AND JACQUELYN C. LAZA	AMALGAMATED BONANZA PETROLEUM LTD.	10/5/77	28	302	133373

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 09/16/98
Mary Lou Wied
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

			Recording Information			
240121-000	GUSS JOPP AND GERTRUDE JOPP LLOYD	PUBLIC LANDS EXPLORATION INC	10/4/74	22	229	96253
240126-001	ESSIE SHEALY, ET AL	AMALGAMATED BONANZA PETROLEUM LTD.	6/24/76	22	625	111271
240126-002	DOROTHY SMITH BARRETT	AMALGAMATED BONANZA PETROLEUM LTD.	10/18/77	29	152	136492
240126-003	ELLEN SMITH	AMALGAMATED BONANZA PETROLEUM LTD.	10/18/77	29	155	136493
240126-004	MARY ANN WOODS	AMALGAMATED BONANZA PETROLEUM LTD.	10/18/77	29	158	136495
240126-005	BERTA EDGE LINDSEY	AMALGAMATED BONANZA PETROLEUM LTD.	7/25/77	27	225	129484
240126-006	BERTA E. LINDSEY	AMALGAMATED BONANZA PETROLEUM LTD.	5/12/78	33	176	149388
240126-007	MARY ANN WOODS	AMALGAMATED BONANZA PETROLEUM LTD.	5/12/78	32	794	147919
240126-008	W.P. BARRETT, JR	AMALGAMATED BONANZA PETROLEUM LTD.	5/12/78	32	797	147920
240126-009	ELLEN SMITH	AMALGAMATED BONANZA PETROLEUM LTD.	5/12/78	32	832	147932
240128-001	MARTHA JANE WHITMORE ET VIR	HERBERT L DILLON JR	10/3/76	24	146	116450
240128-002	FRANK J ZUBIK SR ESTATE	HERBERT L DILLON JR	10/5/76	24	242	116751
240128-003	IRENE B SAUNDERS ET AL	HERBERT L DILLON JR	10/5/76	24	235	116748

STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on 12/16/99 AD
Mary Ann Wade
County Clerk
Brazos County, Texas

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Exhibit A

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Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

				Recording Information		
240128-004	KATHERINE L HIGGS ET AL	HERBERT L DILLON JR	10/7/76	24	402	117835
240128-007	KATHLEEN WILSON	HERBERT L DILLON JR	10/9/76	24	313	117101
240128-009	SHIRLEY HOWARD	TOM CARR	12/12/80	37	59	192134
240128-010	DAISY MORRIS ET AL	TOM CARR	12/16/80	37	55	192132
240128-011	WILLIAM Y GARRETT	TOM CARR	1/2/81	45	599	216082
240128-012	ROBBIE NICOL TATUM ET AL	TOM CARR	10/27/80	33	667	189571
240128-013	ETHEL GELBER INDIV & AS EXECUTRIX	HERBERT L DILLON JR	10/22/76	24	323	117264
240128-014	IRENE BOARD SAUNDERS	HERBERT L DILLON JR	12/31/76	24	845	119982
240128-015	GEORGE WASHINGTON SMITH TRUST	TOM CARR	1/8/81	37	57	192133
240128-016	NELLIE G STEPHENSON	TOM CARR	12/16/80	37	53	192131
240128-020	ETHEL GELBER ET AL	TOM CARR	10/27/80	36	817	191341
240128-023	R A HARRIS	TOM CARR	11/10/80	44	813	215179
240128-024	DR HOWARD BURT JR	BLUESKY OIL & GAS INC	4/13/82	59	39	230067
240128-028	R A HARRIS AND DAVID ALEXANDER	PRODECO EXPLORATION INC	2/13/84	665	746	294280

STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on 02/16/99 00
County Clerk
Brazos County, Texas

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Exhibit A

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Kurten Field
Brazos County, Texas

			Recording Information			
	HARRIS SR					
240128-X17	ALINE RHODES COLE ESTATE	TOM CARR	11/13/80	36	829	191484
240128-X18	WILLIAM BIBLE	TOM CARR	11/13/80	36	831	191485
240155-000	J. RAY SANDERS AND ALICE F. SANDERS	AMALGAMATED BONANZA PETROLEUM LTD.	6/24/76	22	643	111362
240156-000	LANACE J. VEAZEY AND ALMA L. VEAZEY	AMALGAMATED BONANZA PETROLEUM LTD.	6/28/76	22	661	111436
240157-000	EDGAR D. DAVIDSON, ET UX	AMALGAMATED BONANZA PETROLEUM LTD.	7/2/76	22	696	111755
240158-000	HOWARD T. WINKLER	AMALGAMATED BONANZA PETROLEUM LTD.	7/15/76	23	165	112817
240159-000	JOHN E. SMITH AND FRANCES SMITH	AMALGAMATED BONANZA PETROLEUM LTD.	7/26/76	23	308	113293
240161-000	MARGARET L. JOPP	AMALGAMATED BONANZA PETROLEUM LTD.	4/5/77	26	134	123684
240162-000	HAROLD V. DITTFURTH AND JANET L. DITTFURTH	AMALGAMATED BONANZA PETROLEUM LTD.	4/22/77	26	244	124534
240163-000	ROBERT WAYNE ROSIER AND KATHY SUZANNE ROSIER	AMALGAMATED BONANZA PETROLEUM LTD.	4/23/77	26	255	124750
240164-000	CHARLES BROCKSMITH AND CLARA	AMALGAMATED BONANZA PETROLEUM LTD.	5/24/77	26	463	126281

STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on 09/16/99
Mary Ann Wisch
County Clerk
Brazos County, Texas

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Exhibit A

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Kurten Field
Brazos County, Texas

			Recording Information			
	BROCKSMITH					
240165-000	THOMAS E. RILEY AND IMOGENE RILEY	AMALGAMATED BONANZA PETROLEUM LTD.	4/29/77	26	259	124890
240166-000	LARRY H. WEST AND MARY JANE WEST	AMALGAMATED BONANZA PETROLEUM LTD.	4/29/77	26	261	124891
240167-000	DAVID B. KEHLENBRINK AND BARBARA KEHLENBRINK	AMALGAMATED BONANZA PETROLEUM LTD.	12/14/76	24	668	118949
240168-000	JOE CLYDE BURT AND JUANITA BURT	AMALGAMATED BONANZA PETROLEUM LTD.	12/8/76	24	581	118706
240169-000	EDWIN T. MOSLEY AND BETTY L. MOSLEY	TOMMY JACKSON	12/15/76	24	622	118891
240171-000	TRUCMON E. THOMPSON & LOUELLA THOMPSON	PUBLIC LANDS EXPLORATION INC	10/14/74	22	213	96248
240172-000	JOEL E CONAWAY	AMALGAMATED BONANZA PETROLEUM LTD.	2/10/77	25	550	122000
240174-000	JOHN CONAWAY	HERBERT L. DILLON	1/24/77	25	141	111264
240175-000	ZION UNITED CHURCH OF CHRIST	CHEVRON USA INC	2/28/77	839	335	
240176-000	JAMES LANG AND PEARL LANG	AMALGAMATED BONANZA PETROLEUM LTD.	1/25/77	25	134	120534

STATE OF TEXAS
COUNTY OF BRAZOS
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Mary Lynn Ward
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Brazos County, Texas

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Kurten Field
Brazos County, Texas

				Recording Information		
240177-000	ANNIE CONRAD	AMALGAMATED BONANZA PETROLEUM LTD.	2/28/77	25	610	122228
240178-000	JOHN A. KINDT AND MARY S. KINDT	AMALGAMATED BONANZA PETROLEUM LTD.	6/24/76	22	604	111203
240179-000	WILLIAM E. HOLLAND, JR AND MARGUERITE E. HOLLAND	AMALGAMATED BONANZA PETROLEUM LTD.	6/25/77	28	581	135041
240180-000	WILLIAM E. HOLLAND, JR AND MARGUERITE E. HOLLAND	AMALGAMATED BONANZA PETROLEUM LTD.	6/25/77	28	585	135043
240181-000	RUSSELL LLOYD AND LELA LLOYD	AMALGAMATED BONANZA PETROLEUM LTD.	6/23/76	22	589	
240182-000	FRED HENRY SCHRAM JR, ET AL	PUBLIC LANDS EXPLORATION INC	9/7/74	22	187	
240183-000	ROBERT W. BAKER AND IRIS S. BAKER	AMALGAMATED BONANZA PETROLEUM LTD.	6/22/76	22	615	111267
240184-000	GENERAL TELEPHONE CO. OF THE SOUTHWEST	AMALGAMATED BONANZA PETROLEUM LTD.	4/29/77	27	468	130711
240185-000	CEDAR CREEK LODGE #300 AF & AM	AMALGAMATED BONANZA PETROLEUM LTD.	3/27/78	31	70	141934
240187-001	COUNTY CLERK OF BRAZOS COUNTY, AS RECEIVER FOR C.W. WILLIAMS	GULF OIL CORPORATION	5/28/80	36	449	224688
240187-002	LEON W. STEVENER AND VICTORIA H. STEVENER	PUBLIC LANDS EXPLORATION, INC	10/3/74	22	53	

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 09/16/99
Mary Ann Wisch
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between
Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

				Recording Information		
240187-003	HERBERT O. WILSON AND PATSY G. WILSON	PUBLIC LANDS EXPLORATION INC	9/5/74	22	180	
240187-004	FRENCHY D. BENNETT, ET AL	PUBLIC LANDS EXPLORATION INC	9/7/74	22	174	
240188-000	HARDY WEEDON, JR, ET UX	PUBLIC LANDS EXPLORATION INC	11/11/74	22	263	
240189-000	ADELA M VYMOLA	PUBLIC LANDS EXPLORATION INC	11/11/74	22	254	
240190-000	ALBERT L TUREK ET UX	PUBLIC LANDS EXPLORATION INC	11/25/74	22	298	96542
240191-000	R.L. SHARPE, ET AL	PUBLIC LANDS EXPLORATION INC	11/26/74	22	286	96538
240192-000	JOHN A. MOORE, ET UX	PUBLIC LANDS EXPLORATION INC	11/11/74	22	302	96531
240194-001	JAMES D. WILSON, ET AL	AMALGAMATED BONANZA PETROLEUM LTD.	8/27/74	27	556	131270
240194-002	JAMES LANG AND PEARL LANG, HIS WIFE	C.R. HARDY	1/29/76	22	465	
240195-000	OLLIE T. LENZ AND EVELYN HOLUBEC LENZ	PUBLIC LANDS EXPLORATION INC	12/19/74	22	294	96541
240196-000	GEORGE E. KRISTYNIK AND HATTIE HOLUBEC KRISTYNIK	PUBLIC LANDS EXPLORATION INC	11/8/74	22	259	96532
240197-000	ALBIN F. HOLUBEC AND LILLIAN	PUBLIC LANDS EXPLORATION INC	11/15/74	22	251	96529

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 12/16/99
Mary Lou Wade
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between
Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

				Recording Information		
	S. HOLUBEC					
240198-000	HAWLEY E. WEST AND HELEN S. WEST	PUBLIC LANDS EXPLORATION INC	10/2/74	22	114	
240199-000	JOHNNY J. BECKA, JR. AND CAROL ANN BECKA	JORDAN ENGINEERING, INC.	8/4/77	28	173	132334
240202-000	LOUIS OPERSTENY, ET AL	PUBLIC LANDS EXPLORATION INC	9/27/74	22	128	
240203-000	W.F. ODOM	PUBLIC LANDS EXPLORATION INC	8/26/74	22	76	96208
240204-000	RICHARD W. SCHRAM, ET AL	PUBLIC LANDS EXPLORATION INC	9/16/74	22	144	
240205-000	ALTON L BLASE ET UX	PUBLIC LANDS EXPLORATION INC	9/30/74	22	131	
240207-000	WOODROW W. GILPIN AND LUCILLE O. GILPIN	PUBLIC LANDS EXPLORATION, INC	9/11/74	22	60	
240208-000	WILLIS C. CONNER AND BEATRICE O. CONNER	PUBLIC LANDS EXPLORATION INC	9/6/74	21	697	94927
240209-000	W.F. ODOM	PUBLIC LANDS EXPLORATION INC	8/28/74	21	709	94930
240210-001	G.M. EASTERLING AND HAZLE K. EASTERLING	AMALGAMATED BONANZA PETROLEUM LTD.	12/10/76	24	583	118707
240210-002	ROBERT W. SIEGERT, JR AND	JORDAN ENGINEERING, INC.	9/21/77	28	466	134040

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 10/16/99
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between
Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

			Recording Information			
	DOROTHY SEIGERT					
240212-000	ROBERT G. FORSTHOFF AND ANN FORSTHOFF	AMALGAMATED BONANZA PETROLEUM LTD.	12/14/76	24	670	118950
240213-000	RAY B. DARLING AND HELEN F. DARLING	AMALGAMATED BONANZA PETROLEUM LTD.	12/14/76	24	666	118948
240214-000	CHARLES O. FORSTHOFF	AMALGAMATED BONANZA PETROLEUM LTD.	12/14/76	24	705	119124
240216-000	W.T. KELLEY AND MAGGIE KELLEY	AMALGAMATED BONANZA PETROLEUM LTD.	11/30/76	24	511	118194
240217-000	P.J. ENDLER AND ALINE O. ENDLER	PUBLIC LANDS EXPLORATION INC	9/27/74	22	160	
240218-001	VERDA AMES BARRON	AMALGAMATED BONANZA PETROLEUM LTD.	11/17/77	28	823	135635
240218-002	FLOYD E. MCDONALD AND EDNA MCDONALD	AMALGAMATED BONANZA PETROLEUM LTD.	9/23/77	28	438	133975
240219-000	BRYAN INDEPENDENT SCHOOL DISTRICT	DON E. WILLIAMS	11/29/76	24	858	120089
240221-000	HOWARD W. CARGILL, ET UX	AMALGAMATED BONANZA PETROLEUM LTD.	8/20/76	23	432	114321
240223-000	J.E. ROBERTS, ET AL	GUS EDWARDS CO	8/3/77	27	481	
240224-000	HERBERT E. FISHER	AMALGAMATED BONANZA PETROLEUM LTD.	8/12/76	23	361	113675

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 02/16/09 08
Mary Lou Wand
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

				Recording Information		
240225-000	EUGENE M. BEARD AND MARGUERITE B. BEARD	PUBLIC LANDS EXPLORATION INC	8/30/74	22 22	90 567	
240226-000	CLYDE D SIDES ET UX	AMALGAMATED BONANZA PETROLEUM LTD.	9/7/77	27	836	132419
240227-000	HOWARD L. DEHART AND IDA BELL DEHART	AMALGAMATED BONANZA PETROLEUM LTD.	1/24/77	25	126	120531
240228-000	JIMMY V. GIBSON AND BARBARA J. GIBSON	AMALGAMATED BONANZA PETROLEUM LTD.	5/11/77	26	365	125316
240229-000	CLIFFORD A. MEYER AND MARY ALICE MEYER	AMALGAMATED BONANZA PETROLEUM LTD.	4/11/77	26	156	124267
240230-000	RELIANCE BAPTIST CHURCH	AMALGAMATED BONANZA PETROLEUM LTD.	3/29/77	26	7	123482
240231-000	CLAUDE W. ROSIER, JR AND PATRICIA H. ROSIER	AMALGAMATED BONANZA PETROLEUM LTD.	5/3/77	26	420	125825
240232-000	H.A. LUTHER AND GERTRUDE LUTHER	AMALGAMATED BONANZA PETROLEUM LTD.	5/4/77	26	356	125217
240233-000	LESLIE M CRENSHAW ET AL	AMALGAMATED BONANZA PETROLEUM LTD.	8/31/76	23	639	115001
240235-000	B F NORMAN JR ET AL	AMALGAMATED BONANZA PETROLEUM LTD.	7/6/79	34	508	
240236-000	HUGO J. ENDLER & ETHEL METZER	PUBLIC LANDS EXPLORATION INC	10/15/74	22	72	96203

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 09/16/02 08
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between
Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

			Recording Information			
	ENDLER					
240237-000	FRANK E BOYD ET UX	AMALGAMATED BONANZA PETROLEUM LTD.	7/6/79	34	505	16885
240238-000	JOHN M DYESS ET UX	AMALGAMATED BONANZA PETROLEUM LTD.	9/11/78	33	287	150483
240239-000	KURTEN CEMETARY ASSOC.	AMALGAMATED BONANZA PETROLEUM LTD.	5/29/79	32	201	
240240-000	HENRY MOORE ET UX	AMALGAMATED BONANZA PETROLEUM LTD.	5/8/76	22	478	109447
240241-000	RAYMOND J. FICKEY AND ALICE J. FICKEY	PUBLIC LANDS EXPLORATION INC	10/9/74	22	156	96233
240242-000	RAYMOND B. BUCHANAN, ET UX	PUBLIC LANDS EXPLORATION INC	9/5/74	22	547	
240243-000	ROBERT ALAN FJELD ET UX	AMALGAMATED BONANZA PETROLEUM LTD.	5/17/77	26	813	
240245-000	OLLIE T LENZ ET UX	PUBLIC LANDS EXPLORATION INC	9/30/74	22	562	
240246-000	EUGENE M BEARD ET UX	PUBLIC LANDS EXPLORATION INC	9/16/74	22	93	96214
240247-000	FRED R. JONES AND EDELWEISS K. JONES	PUBLIC LANDS EXPLORATION INC	8/27/74	22	85	
240248-000	LEON W STEVENER ET UX	PUBLIC LANDS EXPLORATION INC	9/27/74	22	534	
240249-000	W.F. ODOM	PUBLIC LANDS EXPLORATION INC	8/27/74	22	515	

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 02/16/99
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between
Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

				Recording Information		
240251-000	WALTER J. KINDT AND MINNIE M. KINDT	PUBLIC LANDS EXPLORATION INC	9/30/74	22	138	
240252-000	FRANK FRIDEL, ET AL	PUBLIC LANDS EXPLORATION INC	10/4/74	22	111	96220
240253-000	W.W. HUMPHRIES, ET UX	AMALGAMATED BONANZA PETROLEUM LTD.	6/23/76	22	610	
240254-000	GUS E. JOPP	PUBLIC LANDS EXPLORATION INC	12/6/74	22	291	96540
240255-000	GERTRUDE JOPP LLOYD	PUBLIC LANDS EXPLORATION INC	12/6/74	22	288	96539
240256-000	LANSING ALLISON DUBOSE	AMALGAMATED BONANZA PETROLEUM LTD.	9/21/76	23	658	115174
240257-000	LUCILLE RUFFINO AND JOE A. RESTIVO	AMALGAMATED BONANZA PETROLEUM LTD.	9/3/76	24	3	115586
240258-000	LOUIS L. KINDT AND ELOISE B. KINDT	AMALGAMATED BONANZA PETROLEUM LTD.	6/22/76	22	630	111273
240259-000	JOHN M DYESS	AMALGAMATED BONANZA PETROLEUM LTD.	9/2/76	23	662	115176
240260-000	LESLIE LLOYD AND VIVIAN M. LLOYD	AMALGAMATED BONANZA PETROLEUM LTD.	6/24/76	22	607	111204
240261-001	CARROLL WOOD ET UX	AMALGAMATED BONANZA PETROLEUM LTD.	12/29/76	24	815	119686
240261-002	GEORGE BATTEN ET UX	AMALGAMATED BONANZA PETROLEUM LTD.	12/28/76	24	813	119685

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 12/16/99 at
Mary Lou Wood
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between
Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

				Recording Information		
240262-000	JOHN M MCKINNEY ET UX	AMALGAMATED BONANZA PETROLEUM LTD.	7/8/77	27	159	128700
240263-000	ROBERT HENRY MOORE AND LOIS V. MOORE	PUBLIC LANDS EXPLORATION INC	11/8/74	22	277	96536
240264-000	BRYAN W. HEARNE AND CORA C. HEARNE	AMALGAMATED BONANZA PETROLEUM LTD.	6/24/76	22	628	111272
240265-000	DAVID B. KEHLENBRINK AND BARBARA S. KEHLENBRINK	AMALGAMATED BONANZA PETROLEUM LTD.	6/24/76	22	650	111365
240266-000	JOHN ALLEN CONAWAY AND LOUISE E. CONAWAY	AMALGAMATED BONANZA PETROLEUM LTD.	6/25/76	22	655	111367
240267-000	JOHN E. HERMAN AND INORA S. HERMAN	AMALGAMATED BONANZA PETROLEUM LTD.	6/25/76	22	645	111363
240269-000	BROCK H. FAULKNER AND VERA FAULKNER	AMALGAMATED BONANZA PETROLEUM LTD.	6/28/76	22	666	111435
240270-000	HILDA FRENZEL	AMALGAMATED BONANZA PETROLEUM LTD.	6/29/76	22	698	111756
240271-000	WILLIE MILBERGER, JR.	AMALGAMATED BONANZA PETROLEUM LTD.	7/6/76	22	706	111759
240272-001	CLED H. WARREN AND ROSE S. WARREN	AMALGAMATED BONANZA PETROLEUM LTD.	6/22/76	22	663	
240272-002	W.L. MCMELLON AND ALINE	JORDAN ENGINEERING, INC.	1/19/78	30	292	

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 09/16/99
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

			Recording Information			
	MCMELLON					
240272-003	B.J. LLOYD	JORDAN ENGINEERING, INC.	3/2/78	31	6	141830
240272-004	ZELLA BELLE HOWELL	JORDAN ENGINEERING, INC.	3/21/78	31	21	141831
240272-005	HARRY LLOYD MCGUIRE, TRUSTEE	JORDAN ENGINEERING, INC.	2/14/78	30	362	140115
240272-006	MILTON L. SERAFINO	JORDAN ENGINEERING, INC.	1/19/78	30	355	140113
240273-000	JAMES A. MCCALLUM, ET AL	AMALGAMATED BONANZA PETROLEUM LTD.	6/7/76	22	681	111750
240274-000	MARSHAL ROSS AND MARY FRANCES ROSS	AMALGAMATED BONANZA PETROLEUM LTD.	7/10/76	22	735	111916
240275-000	LENA MILBERGER	AMALGAMATED BONANZA PETROLEUM LTD.	7/6/76	22	761	112364
240276-000	SAM P. URSO & RUBY L. URSO	AMALGAMATED BONANZA PETROLEUM LTD.	7/9/76	22	742	112110
240277-000	JAY J. BUSEY AND GLORIA B. BUSEY	AMALGAMATED BONANZA PETROLEUM LTD.	7/1/76	22	759	112240
240278-000	CHARLES GUMIENNY AND ROSALIE KOLEDJAK GUMIENNY	AMALGAMATED BONANZA PETROLEUM LTD.	7/26/76	23	143	112655
240279-000	MARTIN E. VAVRA AND GERALDINE L. VAVRA	AMALGAMATED BONANZA PETROLEUM LTD.	7/22/76	23	255	113029

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 02/16/97 AD
Mary Lou Wade
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between
Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

				Recording Information		
240280-000	JOSEPH D. STAFFORD AND BILLY S. STAFFORD	AMALGAMATED BONANZA PETROLEUM LTD.	7/22/76	23	297	113289
240281-000	BENNIE GUMIENNY AND HENRIETTA KOLEDJAK GUMIENNY	AMALGAMATED BONANZA PETROLEUM LTD.	7/26/76	23	293	113287
240282-001	GERALD S. PITTS, LTD #1	AMALGAMATED BONANZA PETROLEUM LTD.	7/26/76	22	304	113292
240283-000	GERALD S. PITTS, LTD #1	AMALGAMATED BONANZA PETROLEUM LTD.	7/26/76	23	299	113291
240284-001	MARTHA HEDTKE	AMALGAMATED BONANZA PETROLEUM LTD.	7/27/76	23	351	113580
240284-002	BOBBY HOLLIDAY AND PALMA HOLLIDAY	AMALGAMATED BONANZA PETROLEUM LTD.	9/23/76	23	820	115457
240287-001	JAMES LANG AND PEARL L. LANG	PUBLIC LANDS EXPLORATION INC	8/26/74	22	79	96209
240287-002	TEXAS OSAGE ROYALTY POOL, INC	AMALGAMATED BONANZA PETROLEUM LTD.	11/24/76	25	344	120976
240288-001	JAMES E TATUM ET AL	JACK E HAVARD	7/29/75	22	385	102130
240288-002	J JOSEPH SHANAHAN ET AL	JACK E HARVARD	9/3/75	22	387	102605
240288-003	PATTIE SIMS NEWBERRY ET VIR	AMALGAMATED BONANZA PETROLEUM LTD.	1/4/77	24	824	119750
240288-004	MARTHA JANE WHITMORE ET VIR	JACK E. HAVARD	6/29/76	22	679	111698
240291-003	CURTIS PETERSON AND PATSY	AMALGAMATED BONANZA PETROLEUM LTD.	2/25/78	30	451	140376

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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 09/16/92
Mary Lou Wade
County Clerk
Brazos County, Texas

Exhibit A

Attached to and made a part of that certain Conveyance by and between Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

			Recording Information			
	PETERSON					
240291-004	EDDIE WAYNE BOMNSKIE AND SYLVIA JEAN BOMNSKIE	AMALGAMATED BONANZA PETROLEUM LTD.	9/18/78	33	527	153567
240291-005	BENJAMIN K. JOHNSTON AND DOROTHY C. JOHNSTON	AMALGAMATED BONANZA PETROLEUM LTD.	3/5/79	34	173	159286
240291-006	LOUIS E. ZBORIL	AMALGAMATED BONANZA PETROLEUM LTD.	6/10/77	27	271	129550
240291-007	PERRY C. SCOTT BY JACK E. SCOTT, ATTY-IN-FACT	AMALGAMATED BONANZA PETROLEUM LTD.	6/2/77	27	277	129553
240291-008	JACK E. SCOTT AND BUENA S. SCOTT	AMALGAMATED BONANZA PETROLEUM LTD.	6/2/77	27	279	129554
240291-009	DONALD G. COOK AND PHILIPPA L. COOK	AMALGAMATED BONANZA PETROLEUM LTD.	7/7/77	27	308	129568
240291-010	LESTER M. NEWCOMB AND ZALEMAH M. NEWCOMB	AMALGAMATED BONANZA PETROLEUM LTD.	9/28/78	33	464	152368
240291-011	JAMES C. BRUNS, ET AL	AMALGAMATED BONANZA PETROLEUM LTD.	3/15/78	32	191	145328
240291-012	HENRY C. JOSEY	AMALGAMATED BONANZA PETROLEUM LTD.	6/6/77	27	275	129552
240291-013	W.R. NEWCOMB	AMALGAMATED BONANZA PETROLEUM LTD.	6/20/77	27	314	129571

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 12/16/02 00
Mary Lou Wade
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

			Recording Information			
240291-014	FRANK FRIDEL	AMALGAMATED BONANZA PETROLEUM LTD.	6/2/77	27	316	129572
240291-015	GLENN G. AUTREY AND DORIS ANN AUTREY	AMALGAMATED BONANZA PETROLEUM LTD.	6/7/77	27	285	129557
240291-016	BILLY E. MAY AND EMILY K. MAY	AMALGAMATED BONANZA PETROLEUM LTD.	6/7/77	27	293	129561
240291-017	CHARLES E. ENGELMAN AND MARIE ANN ENGELMAN	AMALGAMATED BONANZA PETROLEUM LTD.	1/12/78	29	466	138043
240291-018	GARY GRAY	AMALGAMATED BONANZA PETROLEUM LTD.	7/18/77	27	322	129575
240291-019	GEORGE H. SHEARER AND LENORA G. SHEARER	AMALGAMATED BONANZA PETROLEUM LTD.	6/15/77	27	268	129549
240291-020	WILLIAM J. HAMANN AND HOPE HAMANN	AMALGAMATED BONANZA PETROLEUM LTD.	6/9/77	27	291	129560
240291-021	EDDIE D. LOHSE AND SHIRLEY L. LOHSE	AMALGAMATED BONANZA PETROLEUM LTD.	6/7/77	27	304	129566
240291-022	OTHA NORRIS AND LULA NORRIS	AMALGAMATED BONANZA PETROLEUM LTD.	6/9/77	27	295	129562
240291-023	MILDRED SWANZY	AMALGAMATED BONANZA PETROLEUM LTD.	3/1/79	34	159	158943
240291-024	MONROE L. SCHULZ AND ERNA R. SCHULZ	AMALGAMATED BONANZA PETROLEUM LTD.	7/7/77	27	306	129567

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 12/16/98
Mary Lynn Wade
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

				Recording Information		
240291-025	ROGER B. BARNES AND DOROTHY M. BARNES	AMALGAMATED BONANZA PETROLEUM LTD.	7/7/77	27	310	129569
240291-026	CHARLES WAYNE NICHOLS AND GEORGIA ANN NICHOLS	AMALGAMATED BONANZA PETROLEUM LTD.	6/7/77	27	287	129558
240291-027	CHARLES A. NICHOLS AND DOROTHY A. NICHOLS	AMALGAMATED BONANZA PETROLEUM LTD.	6/9/77	27	299	129564
240291-028	WILLIAM JAMES MCELROY	AMALGAMATED BONANZA PETROLEUM LTD.	4/10/79	34	249	160400
240291-029	CLARENCE W. WEAKLEY AND GLADYS E. WEAKLEY	AMALGAMATED BONANZA PETROLEUM LTD.	6/7/77	27	283	129556
240291-030	JAMES PHILLIP THWEATT AND DIANA THWEATT	AMALGAMATED BONANZA PETROLEUM LTD.	6/6/77	27	281	129555
240291-031	TED E. COOK AND FANNY MAUD COOK	AMALGAMATED BONANZA PETROLEUM LTD.	6/2/77	27	320	129574
240291-032	TED M. COOK AND VIRGINIA COOK	AMALGAMATED BONANZA PETROLEUM LTD.	6/18/77	27	318	129573
240291-033	LUCILLE BOYD	AMALGAMATED BONANZA PETROLEUM LTD.	12/29/76	24	810	119684
240291-034	EDNA M. BAWCOM	AMALGAMATED BONANZA PETROLEUM LTD.	3/12/79	34	170	159120
240291-035	LOGAN FLUITT, TRUSTEE	AMALGAMATED BONANZA PETROLEUM LTD.	7/14/77	27	326	129577

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 02/16/99 AD
Mary Lou Wade
County Clerk
Brazos County, Texas

00003739

Exhibit A

Attached to and made a part of that certain Conveyance by and between
Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

				Recording Information		
240291-036	BOBBY G. DREW AND MARY JOYCE DREW	AMALGAMATED BONANZA PETROLEUM LTD.	8/25/77	27	828	132415
240293-001	HENRY C. JOSEY AND CINDY A. JOSEY	AMALGAMATED BONANZA PETROLEUM LTD.	3/7/77	25	768	122911
240293-002	H.R. TURNER	AMALGAMATED BONANZA PETROLEUM LTD.	1/28/77	25	338	120974
240293-003	S.R. BUCHANAN	AMALGAMATED BONANZA PETROLEUM LTD.	1/28/77	25	341	120975
240294-001	J.H. KURTEN	TOMMY JACKSON	1/13/77	24	839	119980
240294-002	JAMES LANG AND PEARL LANG	TOMMY JACKSON	12/14/76	24	585	118737
240296-000	JOE SIKORSKI, JR AND RUTH SIKORSKI	AMALGAMATED BONANZA PETROLEUM LTD.	2/26/77	25	543	121954
240297-000	CHARLES W. GENTRY AND ILENE A. GENTRY	AMALGAMATED BONANZA PETROLEUM LTD.	2/16/77	25	539	121911
240298-000	CHARLES BROCKSMITH AND CLARA BROCKSMITH	AMALGAMATED BONANZA PETROLEUM LTD.	1/21/77	25	124	120530
240299-001	RICHARD E. LICHTENWALNER AND JOANNE D. LICHTENWALNER	AMALGAMATED BONANZA PETROLEUM LTD.	1/19/77	25	122	120529
240300-000	JIMMY RAY WRIGHT ET UX	AMALGAMATED BONANZA PETROLEUM LTD.	3/4/77	25	770	122912

STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on 02/16/99 00
Mary Lou Wade
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between
Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

				Recording Information		
240301-000	MARTIN L. RILEY, JR AND JUDITH ANN RILEY	AMALGAMATED BONANZA PETROLEUM LTD.	3/15/77	25	765	122910
240302-000	VICTOR J KOLOGINCZAK	AMALGAMATED BONANZA PETROLEUM LTD.	3/18/77	25	763	122909
240303-000	RAYMOND A. DIETRICH, ET UX	AMALGAMATED BONANZA PETROLEUM LTD.	3/30/77	26	153	124266
240304-000	RELIANCE EDUCATIONAL & REC.	AMALGAMATED BONANZA PETROLEUM LTD.	3/29/77	26	4	123481
240305-000	ERNEST LOVELL AND CLOVIS A. LOVELL	AMALGAMATED BONANZA PETROLEUM LTD.	4/20/77	26	162	124375
240306-000	TRYON CEMETERY	AMALGAMATED BONANZA PETROLEUM LTD.	4/25/77	26	257	124751
240307-000	JAMES C. SHAW AND DELORES ROSE SHAW	AMALGAMATED BONANZA PETROLEUM LTD.	4/25/77	26	246	124533
240308-000	GRADY CHARLES STEPHENS AND LESLIE ANN STEPHENS	AMALGAMATED BONANZA PETROLEUM LTD.	5/12/77	26	375	125439
240310-000	GEORGE T. NORMAN III AND SARAH F. NORMAN	AMALGAMATED BONANZA PETROLEUM LTD.	5/7/77	26	353	125216
240311-000	WALTER S. BRITTEN, ET AL	PUBLIC LANDS EXPLORATION INC	10/8/74	22	225	
240312-000	JIMMY G. PLANTT AND MARY STELLA PLANTT	AMALGAMATED BONANZA PETROLEUM LTD.	5/7/77	26	344	125213

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 02/16/99 AD
Mary Lynn Wade
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between
Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

			Recording Information			
240313-000	CHESTER D. BYNUM AND FLORENE COOK BYNUM	AMALGAMATED BONANZA PETROLEUM LTD.	5/5/77	26	370	125318
240314-000	TRAVIS THIGPIN	AMALGAMATED BONANZA PETROLEUM LTD.	5/19/77	26	439	125831
240315-000	WALTER TUBBS, SR AND MARY ANN TUBBS	AMALGAMATED BONANZA PETROLEUM LTD.	5/7/77	26	341	125212
240316-000	JERRY H. LAWSON AND PEGGY J. LAWSON	AMALGAMATED BONANZA PETROLEUM LTD.	5/7/77	26	350	125215
240317-000	WILLIS L. RUSSELL AND LEOTA H. RUSSELL	AMALGAMATED BONANZA PETROLEUM LTD.	5/7/77	26	347	125214
240318-000	COLEMAN L. MARSH AND CHARLENE MARSH	AMALGAMATED BONANZA PETROLEUM LTD.	5/3/77	26	326	125032
240319-000	FELIX BOMNSKIE, JR AND DELL BOMNSKIE	AMALGAMATED BONANZA PETROLEUM LTD.	5/2/77	26	359	125218
240320-001	GERALD S. PITTS, LTD #1	AMALGAMATED BONANZA PETROLEUM LTD.	4/19/77	31	851	144133
240341-SUR	W.F. ODOM	GULF OIL CORPORATION	6/1/84	756	1	317752
240342-SU1	MARGARET SHEALY BROWN	GULF OIL CORP	6/1/84	755	815	317743
240342-SU1	0 W.P. BARRETT, JR	GULF OIL CORP.	6/1/84	755	808	317742

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 02/16/99
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between
Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

			Recording Information			
240358-000	JOSEPHINE CONAWAY, A WIDOW	CODY ENERGY, INC.	8/21/95	2450	257	589879
240361-001	MRS. CLARA E. KLINTWORTH	PUBLIC LANDS EXPLORATION, INC.	10/4/74	22	118	96222
240361-002	MORRIS E. KLINTWORTH ET AL	GULF OIL CORPORATION	12/24/80	37	69	192309
240363-000	ST TX #M-96655	CODY ENERGY, INC.	10/17/95	2532	16	598505
240366-000	ST TX #M-97722	CODY ENERGY, INC.	12/17/96	2800	138	
240367-001	MARIE SHIRLEY, ROBERT WAYNE SHIRLEY, SARAH SHIRLEY MOORE	JORDAN ENGINEERING, INC.	1/6/78	30	616	
240367-002	ANNIE LONCHAR, OLIE MARIE BRYANT, SHIRLEY BARR	JORDAN ENGINEERING, INC.	1/6/78	31	1	
240367-003	LEWIS SHIRLEY,FLORENCE ETTA SHEALY,IDA BELL BURLEY,RUTHA MAE SHIRLEY SMITH,CLIFTON MATHIS,MONDRICK H. MATHIS,ALINE MERKA,MARJORIE STEPHENS	JORDAN ENGINEERING, INC.	1/6/78	31	3	
240367-004	LUTHER SHIRLEY, ESTATE OF ELI SHIRLEY, DECEASED	JORDAN ENGINEERING, INC.	1/6/78	31	259	
240367-005	L.E. PARRISH AND MRS. BEN ALEXANDER, ESTATE OF ELI	JORDAN ENGINEERING, INC.	1/6/78	31	261	

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 02/16/99
Mary Lou Welch
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

			Recording Information			
240342-SU2	HAROLD N. SHEALY	GULF OIL CORP.	6/1/84	756	9	
240342-SU3	MARVIN SHEALY	GULF OIL CORP.	6/1/84	756	15	317754
240342-SU4	GRACE E. SHEALY	GULF OIL CORP.	6/1/84	756	21	317753
240342-SU5	MARY ANN WOODS	GULF OIL CORP.	6/1/84	756	37	317759
240342-SU6	ERCEL L. LINDSEY	GULF OIL CORP.	6/1/84	755	846	317751
240342-SU7	ESTATE OF JOHN V. LINDSEY	GULF OIL CORP.	6/1/84	755	841	317750
240342-SU8	RALPH E. LINDSEY	GULF OIL CORP.	6/1/84	755	836	317749
240342-SU9	WILLIAM H. LINDSEY	GULF OIL CORP.	6/1/84	755	831	317748
240352-SUR	GERTRUDE JOPP LLOYD, IND & ADMIN OF EST. OF DON E. LLOYD	GULF OIL CORP.	4/15/81	523	602	
240353-SUR	EDELWEISS KOPPE JONES	GULF OIL COMPANY USA	6/1/84	755	826	242178
240354-000	JAMES D. WILSON, TRUSTEE ET AL	AMALGAMATED BONANZA PETROLEUM LTD.	6/25/76	27	564	
240355-ROW	DELVIN R. BARRETT	MERIT ENERGY COMPANY	4/30/92	1852	322	526719
240356-000	MORRIS KLINTWORTH AND MADELINE KLINTWORTH	PUBLIC LANDS EXPLORATION, INC.	11/25/74	22	267	9651

STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on 09/16/99 00
County Clerk
Brazos County, Texas

Exhibit A

Attached to and made a part of that certain Conveyance by and between Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

			Recording Information		
	SHIRLEY, DECEASED				
240367-007	ROY E. ALLISON AND HOLLIS ALLISON, ESTATE OF ELI SHIRLEY, DECEASED	JORDAN ENGINEERING, INC.	1/6/78	31	712
240367-008	A.S. EMERSON AND MRS. PAUL BROWN, ESTATE OF ELI SHIRLEY, DECEASED	JORDAN ENGINEERING, INC.	1/6/78	31	714
240367-009	MRS. FLOYCE WHITE	JORDAN ENGINEERING, INC.	1/6/78	32	21
240367-011	MRS. DORIS NEWBY	JORDAN ENGINEERING, INC.	1/6/78	32	25
240367-012	MILTON SHERROD	JORDAN ENGINEERING, INC.	1/6/78	32	33
240367-013	DELORES WILSON GUARDIAN FOR RUTHA MAE SHIRLEY SMITH	JORDAN ENGINEERING, INC.	1/6/78	32	35
240367-014	ERNEST EUGENE SESSOM	JORDAN ENGINEERING, INC.	1/6/78	32	759
240367-015	GLENN (BUCK) BRISBON	JORDAN ENGINEERING, INC.	1/6/78	33	480
240367-016	DONALD WATTS EXECUTOR FOR EST OF JANELLE TINSLEY WATTS, DECEASED	JORDAN ENGINEERING, INC.	1/6/78	33	482
240367-018	VERA BRISBON HICKS	JORDAN ENGINEERING, INC.	1/6/78	33	486

STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on 09/16/99 AD
County Clerk
Brazos County, Texas

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Exhibit A

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Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

			Recording Information		
240367-019	EUNICE BRISBON LOTSPEICH	JORDAN ENGINEERING, INC.	1/6/78	33	488
240367-020	MRS. HOWARD TINSLEY (CYNTHIA)	JORDAN ENGINEERING, INC.	1/6/78	33	484
240367-021	VERNA BRISBON PUTNEY	JORDAN ENGINEERING, INC.	1/6/78	33	513
240367-022	MILTON SHIRLEY, JR., SHIRLEE OMA AVIS, TESSIE OMA MCKAY	JORDAN ENGINEERING, INC.	1/6/78	33	617
240367-023	CARL WILSON SHIRLEY	JORDAN ENGINEERING, INC.	1/6/78	33	645
240367-026	WYLIE J. SHIRLEY	JORDAN ENGINEERING, INC.	1/6/78	34	9
240367-027	RUTH BRISBON COUCH	JORDAN ENGINEERING, INC.	1/6/78	34	11
240367-029	JESSE DUEL SHIRLEY	JORDAN ENGINEERING, INC.	1/6/78	34	208
240367-031	JAMES ANDREWS SHIRLEY	JORDAN ENGINEERING, INC.	1/6/78	34	212
240367-032	ELIZABETH TURNER	JORDAN ENGINEERING, INC.	1/6/78	34	214
240367-033	SADIE ELLIS	JORDAN ENGINEERING, INC.	1/6/78	34	216
240367-034	ALMA AGNES MCDANIEL	JORDAN ENGINEERING, INC.	1/6/78	34	218
240367-036	ALLIE ALBERTA MORGAN	JORDAN ENGINEERING, INC.	1/6/78	34	222

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 02/16/99 @
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

			Recording Information		
240367-037	CRAIG WILSON SHIRLEY	JORDAN ENGINEERING, INC.	1/6/78	34	224
240367-038	RUBY PLUNK	JORDAN ENGINEERING, INC.	1/6/78	34	226
240367-039	IDA MAE BAKER	JORDAN ENGINEERING, INC.	1/6/78	34	228
240367-041	GARLAND SHIRLEY	JORDAN ENGINEERING, INC.	1/6/78	34	232
240367-042	FRANTZ L. SHERROD AND WALTER WAYNE SHERROD	JORDAN ENGINEERING, INC.	1/6/78	34	441
240367-043	DORA LEE WINTERS	JORDAN ENGINEERING, INC.	1/6/78	34	549
240367-044	ERNEST WILSON BURROW	JORDAN ENGINEERING, INC.	1/6/78	34	545
240367-046	WILLIE MARY FAUQUET	JORDAN ENGINEERING, INC.	1/6/78	34	533
240367-047	DAVID M. EMERSON	JORDAN ENGINEERING, INC.	1/6/78	34	523
240367-048	CHARLES BODE	JORDAN ENGINEERING, INC.	1/6/78	34	527
240367-049	RUTH SHERROD HAMM	JORDAN ENGINEERING, INC.	1/6/78	34	529
240367-050	LYNN EMERSON	JORDAN ENGINEERING, INC.	1/6/78	34	643
240367-051	FAYE R. YOWELL	JORDAN ENGINEERING, INC.	1/6/78	34	705
240367-052	FRANCES EVELYN PARKER GREEN	JORDAN ENGINEERING, INC.	1/6/78	34	703

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 09/16/99 AD
Mary Lynn Wood
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between
Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

			Recording Information			
240367-053	JUANITA DORIS TENNY	JORDAN ENGINEERING, INC.	1/6/78	34	715	
240367-055	ANNA M. KEMP	JORDAN ENGINEERING, INC.	1/6/78	35	6	
240367-056	SHIRLEY MOZELLE WALKER	JORDAN ENGINEERING, INC.	1/6/78	35	49	
240367-057	EZEKIEL DAVIS PARKER	JORDAN ENGINEERING, INC.	1/6/78	35	57	
240367-058	FRANCES ELIZABETH BESSIE PARKER	JORDAN ENGINEERING, INC.	1/6/78	35	55	
240367-060	KENNETH L. PARKER	JORDAN ENGINEERING, INC.	1/6/78	35	51	
240367-061	SHARON COLLINS	JORDAN ENGINEERING, INC.	1/6/78	35	47	
240367-062	STELLA MAE PARKER PUGH	JORDAN ENGINEERING, INC.	1/6/78	35	45	
240367-063	LOLA BATON, BILLIE SUE DEVOL, MARY JOYCE HOBB, KAREN LEE MARTIN	JORDAN ENGINEERING, INC.	1/6/78	35	43	
240367-065	CONNIE FERN BARKER	JORDAN ENGINEERING, INC.	1/6/78	35	147	
240367-066	MADIA WILLIS ESTES	JORDAN ENGINEERING, INC.	1/6/78	34	171	
240367-069	ARCHIE POPE SHIRLEY	JORDAN ENGINEERING, INC.	1/6/78	35	435	172958

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 09/16/99 RP
Mary Lynn Wade
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

			Recording Information			
240367-070	FRANK BORISKIE, RECEIVER IN CAUSE #22,742	JORDAN ENGINEERING INC	11/15/79	38	494B	
240367-071	TOM WIELEY BURROW	JORDAN ENGINEERING INC	1/6/78	35	421	172249
240368-000	JAMES M. PRESLEY AND MAUREEN J. PRESLEY	JORDAN ENGINEERING, INC.	8/18/77	27	660	
240369-000	WILLIAM L. WATTS AND KAREN WATTS	JORDAN ENGINEERING, INC.	7/22/77	27	655	
240370-000	GARY L. EPPS AND KIM EPPS	JORDAN ENGINEERING, INC.	11/11/77	28	677	
240371-000	DR. DENNIS WENDT AND MARY LUCILLE WENDT	JORDAN ENGINEERING, INC.	10/5/77	28	472	
240372-000	ROBERT A. WILKE AND GAYLE J. WILKE, HIS WIFE	JORDAN ENGINEERING, INC.	9/28/77	28	517	
240373-000	ROBERT A. WILKE AND GAYLE J. WILKE, HIS WIFE	JORDAN ENGINEERING, INC.	10/21/77	32	437	
240374-000	MELVIN M. BINGHAM AND ELOISE A. BINGHAM, HIS WIFE	JORDAN ENGINEERING, INC.	9/8/77	28	366	
240375-000	IVIE RAY NUTT AND ODA LEE NUTT	JORDAN ENGINEERING, INC.	11/22/77	29	1	
240376-000	ROBERT C. BEWLEY AND MARIE E.	JORDAN ENGINEERING, INC.	12/6/77	29	735	

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 02/16/99 AD
Mary Ann Wade
County Clerk
Brazos County, Texas

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Exhibit A

Attached to and made a part of that certain Conveyance by and between
Cody Texas, L.P., as Grantor, and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

				Recording Information		
	BEWLEY, HIS WIFE					
240378-000	DR. J. GARLAND WATSON, JR. AND SHARON WATSON, HIS WIFE	PETROMARK MINERALS INC.	6/11/79	34	633	
240279-001	ADAIR R SULLIVAN	HAWN BROTHERS	2/11/80	36	11	
240379-002	LELA MAE WYNNE, ET AL	HAWN BROTHERS	12/29/78	34	235	
240380-ROW	C A LEONARD	HAWN BROTHERS	5/20/80			
250534-000	PAMELA LANG GUERRERO ET VIR	C.R. HARDY	12/9/75	22	444	
250535-000	RAYMOND IAN LANG	C.R. HARDY	12/9/75	22	461	
250555-000	ST TX #M-97474	CODY ENERGY, INC.	8/6/96	2703	66	
251012-000	EDMUND E JONES SR ET AL	L R HOSKINS	4/22/77	27	386	130193
251013-000	O.J. TAUBER, SR.	GULF OIL CORPORATION	6/1/84	709	763	241714

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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 12/16/99 08P
Mary Lynn Ward
County Clerk
Brazos County, Texas

Filed for Record in
BRAZOS COUNTY,
On: Aug 10,1999 at 09:33AM
As a
Recordings
Document Number 0693739
Amount 92.00
Receipt Number - 136296
By,
Jo Gillar

Exhibit A

Attached to and made a part of that certain Conveyance by and between Cody Texas, L.P., as Grantor and Kurten Limited Partnership, as Grantee.

Kurten Field
Brazos County, Texas

Well Number	Field Name	Well Name	Operator Name
TX601000	Kurten (Woodbine)	Kurten/Woodbine Unit*	Cody Energy LLC
TX601003	Kurten (Woodbine)	Buchanan I-1	Patterson Petroleum, Inc.
TX601004	Kurten (Woodbine)	Conner I-2	Patterson Petroleum, Inc.
TX601007	Kurten (Woodbine)	Holland I-1	Patterson Petroleum, Inc.
TX601009	Kurten (Woodbine)	Humphries UT 1	Patterson Petroleum, Inc.
TX601011	Kurten (Woodbine)	Maude Locke #1	Lometa Petroleum Corporation
TX601003	Kurten (Woodbine)	Odom W F IV-1	Patterson Petroleum, Inc.
TX601014	Kurten (Woodbine)	Odom W F V-1	Patterson Petroleum, Inc.
TX601015	Kurten (Woodbine)	Odom W F VI-1	Patterson Petroleum, Inc.
TX601018	Kurten (Woodbine)	Payne 1	Escopeta Production Company
TX601023	Kurten (Woodbine)	Wilson H O I-1	Patterson Petroleum, Inc.
TX601212	Kurten (Woodbine)	Dansby Unit I #2	Patterson Petroleum, Inc.
TX601213	Kurten (Woodbine)	Wynne-Sullivan #1	Cody Energy LLC
TX601214	Kurten (Woodbine)	BGRS #2	Cody Energy LLC
TX602011	Kurten (Austin Chalk)	Conner Odum I-1	Patterson Petroleum, Inc.
TX602013	Kurten (Austin Chalk)	Garrett Jones Unit 1	Patterson Petroleum, Inc.
TX602018	Kurten (Austin Chalk)	Payne Browning #1	Cody Energy LLC
TX602019	Kurten (Austin Chalk)	Feather Crest Farms No. 1	Cody Energy LLC
TX602020	Kurten (Austin Chalk)	Gilpin Unit II-1	Cody Energy LLC
TX602021	Kurten (Austin Chalk)	Cotton Unit II-1	Cody Energy LLC

STATE OF TEXAS COUNTY OF
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
BRAZOS COUNTY,
as stamped hereon by me.
Aug 10, 1999
HONORABLE MARY ANN WARD, COUNTY CLERK
BRAZOS COUNTY,

*As described in that certain Unit Agreement dated October 10, 1983 and recorded in Volume 686, Page 326 under Entry No. 299916

0693739

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 09/16/09
County Clerk
Brazos County, Texas

0350 0034

File No. MF-096655

Letters & Assignments

Date Filed: 12/13/99

By David Dewhurst, Commissioner

3-56-00

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

PA04-30

Unit Number	*2521*		
Operator Name	*VESS OIL CORPORATION*	*Effective Date*	*12/7/1995*
TaxID:	[redacted]	*Unitized For*	*Oil & Gas*
Unit Name	*Feather Crest Farms, Inc. Well No. 1*	*Unit Term*	*0 Months*
County1	*Brazos*		
County 2			
County 3			
RRC District:	*03*		
Unit Type:	*Permanent*		
State Royalty Interest:	*0.0012574215437*		
State Part in Unit:	*0.0100593723494*		

Old Unit Number	*Inactive Status Date*
0	
0	
0	
0	
0	

Unit Depth		*Well:*	
Below Depth	0	*Formation:*	*Surface to base of the Georgetown Formation*
Above Depth	0	*Participation Basis:*	*Surface Acreage*

[If Exclusions Apply: See Remarks]

MF Number	MF096655		*Tract Number*	5	
Lease Acres	11.86	/	*Total Unit Acres*	1179	=
Tract Participation:	0.0100594	X			
Lease Royalty	0.125	=	*Manual Tract Participation:*	0	*See Remark*
Tract Royalty Participation	0.0012574		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

56-029973

API Number	RRC Number
420413117100	22876

Remarks:

This is a HROW unit. Unit #2521 is set-up for accounting purposes for production from the Austin Chalk Formation only for the Feather Crest Unit. MF096655 covers rights from the surface to 100 feet below the base of the Austin Chalk Formation. See Unit # 3446 for production from other formations.

Prepared By:	M	*Prepared Date:*	2-19-04
GLO Base Updated By:	M. Silva	*GLOBase Date:*	2-26-04
RAM Approval By:	M.N.	*RAM Approval Date:*	3-11-04
GIS By:		*GIS Date:*	
Mineral Maps By:		*Mineral Maps Date:*	

DO NOT DESTROY

UNIT AGREEMENT MEMO
Unit No. 2521

PA04-30
Unit # 2521

Operator Cody Energy
Unit Name Feather Crest Farms #1
County Brazos
Effective Date August 6, 1996
Unitized for: Oil ___ Gas ___ Oil & Gas ___

1. M.F. No. 96655
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
11.86/1176 x .125 = .12602%
.010085 x .125 = .0012602

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: 03-22876

Prepared by: Marc A. Hunter	Date 3-6-00
Map & GIS updated by: ~~3-6-00~~	Date 3-6-00
Keyed into database by: M. Silva	Date 3-6-00

GLO-36-11-97

#2521

DO NOT DESTROY

GLO-36-10-84 -MEMO-

Operator Cody Energy

Unit Name Feather Crest Farms #1

County Brazos

Effective Date August 6, 1996

Unitized for: Oil ___ Gas ___ Oil & Gas ___

1. M.F. No. 97474

Area _____ Tr. _____

Sec. ___ Blk. ___ Survey _____

5.83/320 x .12500 .227738 %

.018219 x .12500 .0022738

2. M.F. No. 97722

Area _____ Tr. _____

Sec. ___ Blk. ___ Survey _____

6.06/320 x .12500 .22367 %

.018937 .12500 .002367

3. M.F. No. _____

Area _____ Tr. _____

Sec. ___ Blk. ___ Survey _____

_____ x ___ . _____ %

4. M.F. No. _____

Area _____ Tr. _____

Sec. ___ Blk. ___ Survey _____

_____ x ___ . _____ %

REMARKS:

Keyed 9/29/97

602865 #2521

FILED

96 DEC 11 PM 2:29

BRAZOS COUNTY COURTHOUSE
BRYAN, TEXAS
BY

DECLARATION OF POOLING
AND DESIGNATION OF THE
FEATHER CREST FARMS, INC. WELL NO. 1

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of valid and subsisting oil, gas and mineral leases and/or mineral interests, described on Exhibit "A" attached hereto and made a part hereof (the "Leases"), for and in consideration of the benefits accruing to them, do hereby pool, consolidate, combine and unitize, the Leases for the purpose of drilling for, development and production of oil, gas and liquid hydrocarbons (including condensate, distillate and other liquids). The unit (the "Unit") shall be comprised of the land described on Exhibit "B", attached hereto and made a part hereof, and is limited from the surface to the base of the Georgetown formation (the "unitized interval").

This Declaration of Pooling and Designation of Unit covers all production from the land described on Exhibit "B" which is produced from any well drilled to and producing from 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 Declaration of Pooling and Designation of Unit from time to time, and at any time, in order to correct any error herein or to include in the Unit any newly acquired interests within the Unit boundaries or to enlarge the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the Leases and other agreements, by appropriate amendments or instruments correcting or committing any such interest to the Unit. Further, the undersigned reserve the right, but not the obligation, to amend and modify the Unit in any manner as may be permitted by the Leases or by any of such leases. Any such Amendment may be executed by the Operator of the Unit, on behalf of the undersigned, provided that such Amendment will not change the interests of the owners in the Unit.

By execution of this Declaration of Pooling and Designation of Unit, the undersigned do not exhaust their right to pool the Leases and lands hereinabove described with other leases and lands as to any other minerals, horizon or strata covered thereby, and they expressly reserve to themselves, their assignees, or successors in interest, the right and power to pool or unitize the above described Leases and lands with any other leases, lands, horizons or strata in the vicinity and insofar as the power, right and authority to do so is granted in the Leases and otherwise and so long as such power and authority is exercised in accordance with applicable rules and regulations of any governmental regulatory body or agency having jurisdiction.

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument or a counterpart or ratification thereof.

IN WITNESS WHEREOF, this instrument is executed in multiple originals on the dates of the acknowledgments to each signature. For economy of effort and expense, and to avoid unnecessary duplication in the public records, this instrument may be filed by attachment of the signature pages to one or more originals.

CODY ENERGY, INC.

By [signature] HBS
Richard E. Westerberg
Title: Executive Vice President

CHEVRON U.S.A. PRODUCTION COMPANY

By [signature]

Title: Assistant Secretary

STATE OF COLORADO §
§
COUNTY OF DENVER §

BEFORE ME, the undersigned authority, on this day personally appeared Richard E. Westerberg, known to me to be the person whose name is subscribed to the foregoing instrument as Executive Vice President for CODY ENERGY, INC. and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said CODY ENERGY, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of December, 1995.

RHONDA C. HOLTGREIVE NOTARY PUBLIC STATE OF COLORADO

[signature]
Notary Public in and for the State of Colorado
My commission expires: 3-7-96
Notary's printed name: Rhonda C. Holtgreive

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared A. A. Brown, known to me to be the person whose name is subscribed to the foregoing instrument as Asst. Secy. for CHEVRON U.S.A. PRODUCTION COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said CHEVRON U.S.A. PRODUCTION COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12th day of January, 1996.

[signature]
Notary Public in and for the State of Texas
My commission expires: _____
Notary's printed name: _____

DEBORAH L. FLORA
NOTARY PUBLIC
State of Texas
Comm. Exp. 09-21-96

EXHIBIT "A"

1. 240107-001 Oil, Gas and Mineral Lease dated September 6, 1977, between Morris Lightfoot, Jr. and Amalgamated Bonanza Petroleum Ltd., recorded in Volume 29, Page 126 of the Oil and Gas Lease Records of Brazos County, Texas.

2. 240107-002 Oil, Gas and Mineral Lease dated September 6, 1977, between Toni Lightfoot Eshom as Guardian for Tracey Lynn Lightfoot Eshom and James Rayburn Lightfoot Eshom, minors, and Amalgamated Bonanza Petroleum Ltd., recorded in Volume 30, Page 380 of the Oil and Gas Lease Records of Brazos County, Texas.

3. 240107-007 Oil, Gas and Mineral Lease dated August 26, 1977, from Frank Boriskie, County Clerk of Brazos County, Texas as Receiver for the Unknown Stockholders of Marley Production Company; a defunct Texas corporation, recorded in Volume 27, Page 494 of the Oil and Gas Lease Records of Brazos County, Texas.

4. 240107-006 Oil, Gas and Mineral Lease dated August 26, 1974, between H. K. Odom, Jr. and wife, Linda Odom, as Lessor, and Public Lands Exploration, Inc., as Lessee, recorded in Volume 22, Page 83 of the Oil and Gas Lease Records of Brazos County, Texas.

5. 240107-008 Oil, Gas and Mineral Lease dated October 15, 1974, between DRB Holstein Farms, Inc., as Lessor, and Public Lands Exploration, Inc., as Lessee, recorded in Volume 22, Page 200 of the Oil and Gas Lease Records of Brazos County, Texas.

6. 240107-005 Oil, Gas and Mineral Lease dated October 15, 1974, between Feathercrest Enterprises, Inc., as Lessor, and Public Lands Exploration, Inc., as Lessee, and recorded in Volume 22, Page 195 of the Oil and Gas Lease Records of Brazos County, Texas.

7. 240107-009 Oil, Gas and Mineral Lease dated December 14, 1976, between John V. Lindsey and wife, Mildred Plagens Lindsey; A. J. Opersteny and wife, Gertrude Plagens Opersteny; Glen Lindsey and wife, Mary Lindsey; and Patricia Plagens Taylor, a single woman, as Lessors, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, recorded in Volume 25, Page 1 of the Oil and Gas Lease Records of Brazos County, Texas.

8. 240217-000 Oil, Gas and Mineral Lease dated September 27, 1974, between P. J. Endler and wife, Aline O. Endler, as Lessor, and Public Lands Exploration, Inc., as Lessee, recorded in Volume 22, Page 521, of the Oil and Gas Lease Records of Brazos County, Texas.

9. 240016-002 Oil, Gas and Mineral Lease dated September 27, 1974, between Mrs. Gertrude Jopp Lloyd, a widow, as Lessor, and Public Lands Exploration, Inc., as Lessee, recorded in Volume 22, Page 165 of the Oil and Gas Lease Records of Brazos County, Texas; as amended by Correction Lease dated September 27, 1974, recorded in Volume 22, Page 553 of the Oil and Gas Lease Records of Brazos County, Texas.

10. 240016-001 Oil, Gas and Mineral Lease dated February 4, 1977, between Donna Lloyd Kochan, et al, as Lessor, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, recorded in Volume 25, Page 608, of the Oil and Gas Lease Records of Brazos County, Texas.

11. 240280-000 Oil, Gas and Mineral Lease dated July 22, 1976, between Joseph D. Stafford and wife, Billy S. Stafford, as Lessor, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, recorded in Volume 23, Page 297, of the Oil and Gas Lease Records of Brazos County, Texas.

12. 240070-000 Oil, Gas and Mineral Lease dated August 13, 1976, between Albert E. Newcomb and wife, Dorothy L. Newcomb, as Lessor, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, recorded in Volume 23, Page 355, of the Oil and Gas Lease Records of Brazos County, Texas.

13. 240159-000 Oil, Gas and Mineral Lease dated July 26, 1976, between John E. Smith and wife, Frances Smith, as Lessor, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, recorded in Volume 23, Page 308, of the Oil and Gas Lease Records of Brazos County, Texas.

14. 240233-000 Oil, Gas and Mineral Lease dated July 26, 1976, between Gerald S. Pitts, Ltd. #1, as Lessor, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, recorded in Volume 23, Page 299, of the Oil and Gas Lease Records of Brazos County, Texas.

EXHIBIT "A"

15. 240058-000 Oil, Gas and Mineral Lease dated October 5, 1974, between Carvey T. Nevill and wife, Christine Nevill, as Lessor, and Public Lands Exploration, Inc., as Lessee, and recorded in Volume 22, Page 57, of the Oil and Gas Lease Records of Brazos County, Texas.

16. 240035-000 Oil, Gas and Mineral Lease dated October 21, 1974, between Odas M. Brown and wife, Eletha M. Brown, as Lessor, and Public Lands Exploration, Inc., as Lessee, and recorded in Volume 22, page 221, of the Oil and Gas Lease Records of Brazos County, Texas.

17. 240168-000 Oil, Gas and Mineral Lease dated December 8, 1976, between Joe Clyde Burt and wife, Juanita Burt, as Lessor, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, and recorded in Volume 24, page 581, of the Oil and Gas Lease Records of Brazos County, Texas.

18. 240107-000 Oil, Gas and Mineral Lease dated December 13, 1976, between Wallace Ervine Lawless and wife, Amy Ruth Lawless, as Lessor, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, and recorded in Volume 24, Page 703, of the Oil and Gas Lease Records of Brazos County, Texas.

19. 240101-000 Oil, Gas and Mineral Lease dated September 27, 1974, between H. F. Plagens, a widower, as Lessor, and Public Lands Exploration, Inc., as Lessee, recorded in Volume 22, Page 183, of the Oil and Gas Lease Records of Brazos County, Texas; as amended by Correction Lease dated September 27, 1974, recorded in Volume 22, Page 524, of the Oil and Gas Lease Records of Brazos County, Texas.

20. 240265-000 Oil, Gas and Mineral Lease dated June 24, 1976, between David B. Kehlenbrink and wife, Barbara S. Kehlenbrink, as Lessor, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, recorded in Volume 22, Page 650, of the Oil and Gas Lease Records of Brazos County, Texas.

21. 240267-000 Oil, Gas and Mineral Lease dated June 25, 1976, between John E. Herman and wife, Inora S. Herman, as Lessor, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, recorded in Volume 22, page 645, of the Oil and Gas Lease Records of Brazos County, Texas.

22. 240279-000 Oil, Gas and Mineral Lease dated July 22, 1976, between Martin E. Vavra and wife, Geraldine L. Vavra, as Lessor, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, recorded in Volume 23, Page 255, of the Oil and Gas Lease Records of Brazos County.

EXHIBIT "B"

1179.00 Acre Unit
Fieldnote Description

State of Texas
County of Brazos

Being a 1179.00 acre unit situated in the Joshua Seale Survey, Abstract 214, Isaiah Curd Survey, Abstract 11, H.R. Cartmell Survey, Abstract 87 and John W. Stewart Survey, Abstract 212 and being a portion of or all of the following tracts of land; a portion of that 258.38 acre tract to Henry K. Odem, Jr. described in Volume 1281, Page 113 of the Deed Records of Brazos County, Texas; all of that (called) 10.00 acre tract to Henry K. Odem, Jr. described in Volume 1213, Page 91 of the Deed Records of Brazos County, Texas; a portion of that 100 acre tract to Carvey T. Neville described in Volume 220, Page 457 of the Deed Records of Brazos County, Texas; a portion of that 30 acre tract being a portion of a 97.5 acre tract to Featherorest Enterprises, Inc. and described in Volume 103, Page 487 of the Deed Records of Brazos County, Texas; a portion of that 7.36 acre tract to the State of Texas described in Volume 78, Page 244 of the Deed Records of Brazos County, Texas; all of that tract to the State of Texas and described in Volume 78, Page 348 of the Deed Records of Brazos County, Texas; a portion of that 4.38 acre tract to the State of Texas described in Volume 78, Page 308 of the Deed Records of Brazos County, Texas; ; a portion of a 9.00 acre tract to Joe C. Burt described in Volume 275, Page 533 of the Deed Records of Brazos County, Texas; all of that (called) 49.27 acre tract to O. M. Brown and being described in Volume 2360, Page 131 of the Deed Records of Brazos County, Texas; all of that (called) 39.81 acre tract to Feathercrest Enterprises, Inc. and being described in Volume 293, Page 30 of the Deed Records of Brazos County, Texas; a potion of that 75.53 acre tract to Feathercrest Enterprises, Inc. described in Volume 22, Page 204 of the Oil, Gas and Mineral Lease Records of Brazos County, Texas; a portion of that 138 acre tract to Henry K. Odem, described in Volume 897, Page 132 of the Deed Records of Brazos County, Texas; all of that (called) 57.5 acre tract of land to Feathercrest Enterprises, Inc. described in Volume 300, Page 433 of the Deed Records of Brazos County, Texas; a portion of a 75.53 acre tract of land to Feathercrest Enterprises, INc. recorded in Volume 250, Page 605 of the Deed Records of Brazos County, Texas; a portion of a 28.447 acre tract to P.J. Endler recorded in Volume 452, Page 462 of the Deed Records of Brazos County, Texas; all of that (called) 28.45 acre tract to P.J Endler Described in Volume 843, Page 43 of the Deed Records of Brazos County, Texas; all of that (called) 50 acre tract to Featherorest Enterprises, Inc. described in Volume 250, Page 606 of the Deed Records of Brazos County, Texas; a portion of that 65 acre tract to Feathercrest Enterprises, Inc. described in Volume 806, Page 462 of the Deed Records of Brazos County, Texas; all of that (called) 30 acre tract to Feathercrest Enterprises, Inc. described in Volume 22, Page 203 of the Oil, Gas and Mineral Lease Records, Brazos County, Texas; all of that called 50 acre tract as described to Mrs. G.J. Lloyd described in Volume 213, Page 237 of the Deed Records of Brazos County, Texas; a portion of that 28.45 acre tract to P.J. Endler described in Volume 452, page 467 of the Deed Records of Brazos County, Texas; all of that (called) 28.45 acre tract to P.J. Endler described in Volume 452, Page 466 of the Deed Records of Brazos County, Texas; all of that (called) 81.5 acre tract to Mrs. G.J. Lloyd, as described in Volume 213, Page 237 of the Deed Records of Brazos County, Texas; all of that (called) 50 acre tract to Feathercrest Enterprises, Inc.

described in Volume 250, Page 607 of the Deed Records of Brazos County, Texas; all of that (called) 3.36 acre tract to Feathercrest Enterprises, Inc. described in Volume 293, Page 30 of the Deed Records of Brazos County, Texas; a portion of that 52.625 acre tract to Feathercrest Enterprises, Inc. described in Volume 806, Page 461 of the Deed Records of Brazos County, Texas; a portion of that 52.375 acre tract to Feathercrest Enterprises, Inc. described in Volume 806, page 461 of the Deed Records of Brazos County, Texas; a portion of that 61.83 acre tract to Albert Newcomb, et ux described in Volume 23, page 355 of the Oil, Gas and Mineral Lease Records of Brazos County, Texas; a portion of that 507.19 acre tract to John E. Smith, et ux described in Volume 23, Page 312 of the Oil, Gas and Mineral Lease Records of Brazos County, Texas; a portion of that 30.5 acre tract to Gerald S. Pitts, Ltd described in Volume, 23 Page 299 of the Oil, Gas and Mineral Lease Records of Brazos County, Texas; a portion of that (called) 50 acre tract to Joseph D. Stafford described in Volume 313, Page 763 of the Deed Records of Brazos County, Texas; a portion of that 46.835 acre tract to Martin E. Vavra described in Volume 279, Page 169 of the Deed Records of Brazos County, Texas; a portion of that 46.835 acre tract to John E. Herman described in Volume 279, Page 170 of the Deed Records of Brazos County, Texas; a portion of that 46.835 acre tract to David E. Kehlenbrink described in Volume 279, Page 170 of the Deed Records of Brazos County, Texas;a portion of that 138 acre tract to H.F. Plagens described in Volume 37, Page 345 of the Deed Records of Brazos County, Texas and this unit being more particularly described by metes and bounds as follows:

BEGINNING at a set 5/8 inch iron rod in the above mentioned 100 acre tract to Carvey T. Neville, for the north corner of the herein described unit;

THENCE S 47° 48' 19" E for a distance of 2291.08 feet to a set 5/8 inch iron rod in the southeast right-of-way line of Highway 21 in the southeast line of the above mentioned 7.36 acre tract to the State of Texas and in the northwest line of the above mentioned 9.00 acre tract to Joe C. Burt for a corner of the herein described unit;

THENCE N 41° 29' 21" E, with the southeast line of the said southeast right-of-way line of Highway 21 in the southeast line of the said 7.36 acre tract to the State of Texas and the northwest line of the said 9.00 acre tract to Joe C. Burt for a distance of 95.25 feet to a set 5/8 inch iron rod for a corner of the herein described unit;

THENCE S 47° 48' 19" E, across the said 9.00 acre tract to Joe C. Burt, for a distance of 957.29 feet to a set 5/8 inch iron rod in the southeast line of the said 9.00 acre tract to Joe C. Burt and in the northwest line of the above mentioned 75.53 acre tract of land to Feathercrest Enterprises, Inc.,for a corner of the herein described unit;

THENCE N 42° 28' 40" E, continuing with the southeast line of the said 9.00 acre tract to Joe C. Burt and in the northwest line of the said 75.53 acre tract of land to Feathercrest Enterprises, Inc., for a distance of 34.95 feet to a set 5/8 inch iron rod for a corner of the herein described unit;

THENCE N 34° 31' 44" E, continuing with the southeast line of the said 9.00 acre tract to Joe C. Burt and in the northwest line of the said 75.53 acre tract of land to Feathercrest Enterprises, Inc.,for a distance of 49.99 feet to a set 5/8 inch iron rod for a corner of the herein described unit;

THENCE S 48° 02' 56' E for a distance of 6438.46 feet to a set 5/8 inch iron rod in the above mentioned 138 acre tract to H.F. Plagens, for the east corner of the herein described unit;

THENCE S 42° 00' 00" W for a distance of 5369.00 feet to a set 5/8 inch iron rod in the above mentioned 507.19 acre tract to John E. Smith, et ux, for the southwest corner of the herein described unit;

THENCE N 47° 49' 53" W for a distance of 4865.26 feet to a set 5/8 inch iron rod in the southeast line of the above mentioned 138 acre tract to Henry K. Odem, Jr. and in the northwest line of the above mentioned 65 acre tract to Feathercrest Enterprises, Inc., for an angle point of the herein described unit;

THENCE N 47° 46' 46" W for a distance of 4832.009 feet to a set 5/8 inch iron rod in the northwest line of the above mentioned 258.38 acre tract to Henry K. Odem, Jr. and in the southeast line of a 153.29 acre tract to June Lang described in Volume 228, Page 206 of the Deed Records of Brazos County, Texas;

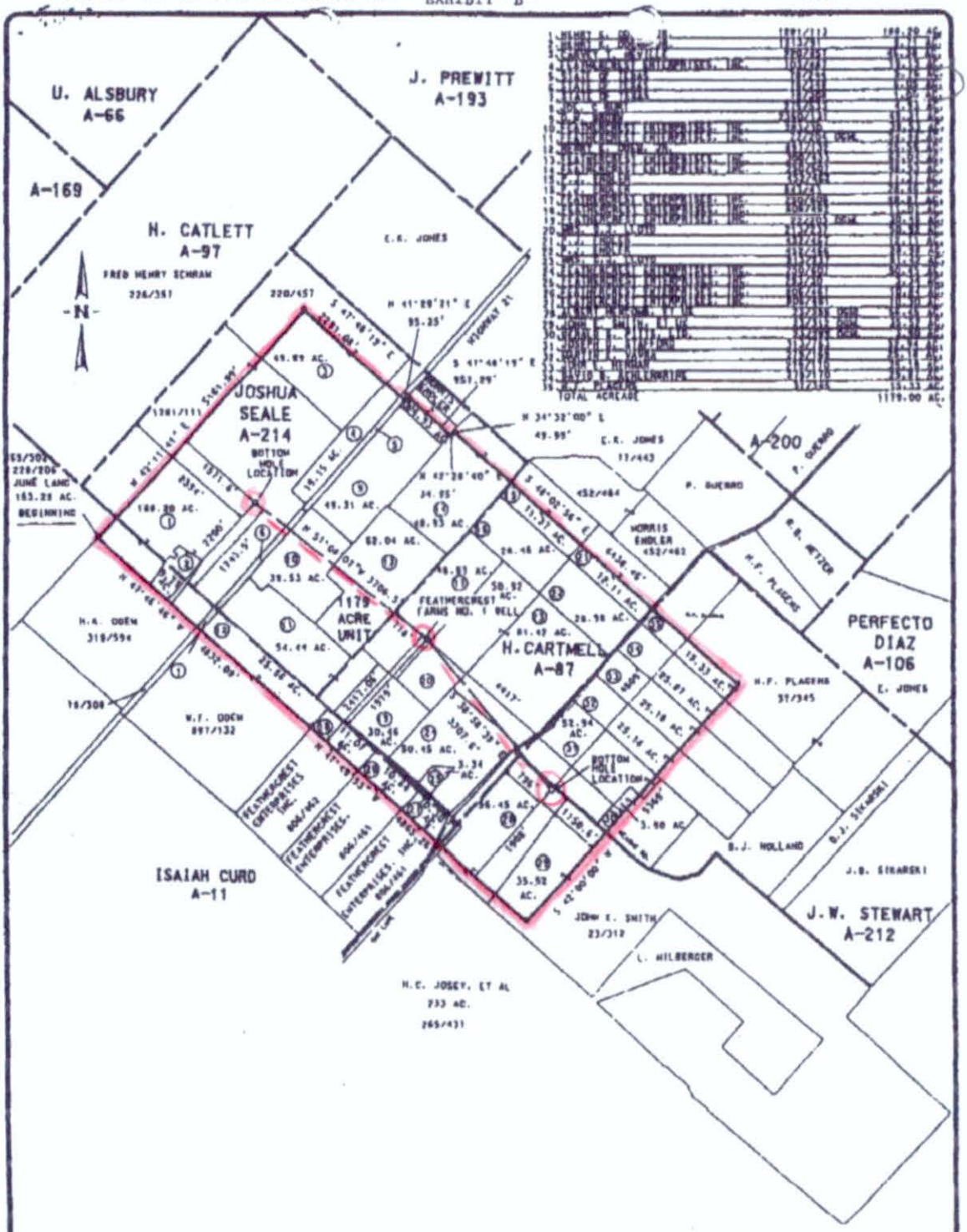
THENCE N 42° 11' 41" E for a distance of 5161.89 feet to the Place of Beginning in all containing 1179.00 acres of land.

Bearings are grid bearings from NAD 27 Datum, Central Zone based on solar observations.

The foregoing description is based on an actual survey made on the ground under my supervision in November, 1995 for unit designation of mineral ownership and not necessarily surface ownership so not all tracts contained within are shown.

GANEM & KELLY, INC.
BY: Gary J. Kelly
Registered Professional Land Surveyor
Texas No. 4791

STATE OF TEXAS REGISTERED GARY J. KELLY 4791 PROFESSIONAL LAND SURVEYOR



" • " DENOTES SET 5/8 INCH IRON ROD UNLESS OTHERWISE NOTED.

NOTE: BEARINGS ARE BASED ON GRID BEARINGS CENTRAL ZONE.

THE ABOVE PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION IN NOVEMBER 1995 FOR UNIT DESCNATION OF MINERAL OWNERSHIP AND NOT NECESSARILY SURFACE OWNERSHIP SO NOT ALL TRACTS CONTATINED WITHIN ARE SHOWN.

VOL 2572 PAGE 196

STATE OF TEXAS REGISTERED GARY J. KELLY 4791 PROFESSIONAL LAND SURVEYOR

GANEM & KELLY INCORPORATED
BY: GARY J. KELLY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 4791

CODY ENERGY, INC.

SHOWING A 1179 ACRE UNIT FOR THE FEATHERCREST FARMS NO. 1 WELL SITUATED IN THE JOSHUA SEALE SURVEY, ABSTRACT 214, H.R. CARTMELL SURVEY, ABSTRACT 87, ISAIAH CURD SURVEY, ABSTRACT 11 AND J.W. STEWART SURVEY, ABSTRACT 212, BRAZOS COUNTY, TEXAS.

DRAWN BY: L.D.	SCALE: 1" = 2000'	JOB NO: 95-114
CHK'D BY: G.J.K.	DATE: 11/10/95	DRAWING NO. 95-114
APPV'D BY: G.J.K.		

GANEM & KELLY INCORPORATED
LAMAR STREET, SUITE 5
POINT COMFORT, TEXAS 77978
512-987-2011
FAX 512-987-2011

111 EAST MAIN ST.
EDNA, TEXAS 77957
512-782-3798
FAX 512-782-7096

(16.)

MF 97474

ITEM Copy of Pooling Agreement

TO

FROM

DATE 12-18-96

A. SCHMOTZER
10326 HOLLY SPRINGS
HOUSTON, TEXAS
77042

June 15, 1995

State Mineral Board
State of Texas
1700 North Congress Avenue
S. F. Austin Building
Room No. 600
Austin, Texas
78701-1495

Attention: Mr. Drew Reid

Re: State Lease No. M-95739
Pooling Agreement
Proposed 1082-I Re-Entry
Brazos County, Texas

Gentlemen:

Further to our telephone conversation yesterday, you will find enclosed the following listed items:

1) Cody Energy, Inc. letter dated June 8, 1995;

2) Duplicate originals of the captioned Pooling Agreement, attachments, drawn for execution in behalf of the State Mineral Board; and,

3) Map showing that portion of S. H. 21 right of way covered by the subject State lease.

Should you have any questions or require additional information, please do not hesitate to give me a call at either of the following telephone numbers: 409/249-3816 or 713/780-7630.

Regards,

A. Schmotzer

AS/bwp

Enclosures

RECEIVED
JUN 1 - 1995
ENERGY RESOURCES

CODY ENERGY, INC.

June 8, 1995

RE: Pooling Agreement
Cody Energy, Inc.'s Proposed 1082-I Re-entry
Brazos County, Texas

Dear Interest Owner:

Cody Energy, Inc., Operator of the Kurten Woodbine Unit (KWU), plans to re-enter the KWU 1082-I Well and drill and complete same as a horizontal well in the Austin Chalk formation. Cody plans to drill this well as a dual lateral with each lateral containing up to 4,000'. The proposed wellbore may penetrate or the designated unit for the well may include lands in which you own an interest.

Accordingly, enclosed please find a Pooling Agreement covering the proposed 1,179.26 acre unit out of the H. Cartmell Survey, A-87 and the J. Seale Survey, A-214, Brazos County, Texas covering depths from the surface to the base of the Georgetown formation less and except the Kurten (Woodbine) formation. These additional formations have been included in the Pooling Agreement because Cody believes potential for a future horizontal Buda and/or Georgetown well exists in this area. Attached as exhibits to the Pooling Agreement are a list of leases included in the Unit, a metes and bounds description and a plat of the Unit. Please note, the plat depicts which tracts of the Kurten Woodbine Unit are included in the Unit. Once the well is drilled, a final list of leases, a metes and bounds description and a plat of the Unit shall be created.

In order for your interest to be included in the Unit, we must receive an executed Pooling Agreement from you. Upon your review of the enclosed Pooling Agreement, please execute both copies before a notary public and return one fully executed original to this office. We wish to commence drilling this well as soon as possible. Through the assistance of brokers associated with John L. Robertson, Inc., we hope to promptly obtain all necessary signatures. Delays in receiving the executed Pooling Agreements shall result in timely delays of drilling this well.

Thank you for your consideration of this matter. Your earliest possible response shall be appreciated. Should you have any questions, please do not hesitate to call me direct at (303) 695-3655 or Mr. John L. Robertson at (409) 383-0817.

Sincerely,

Laura B. Smith

Laura B. Smith
Senior Landman

7555 E. Hampden Avenue • Suite 600 • Denver, Colorado 80231 • (303) 695-3600 • Fax (303) 695-3650

POOLING AGREEMENT

STATE OF TEXAS

COUNTY OF BRAZOS

WHEREAS Chevron U.S.A. Inc. ("Chevron") and Cody Energy, Inc. ("Cody") are the record owners of the Oil, Gas and Mineral Leases described in Exhibit "A" attached hereto (the "Subject Leases") insofar as the same cover and affect 1,179.26 acres, more or less, out of the H. Cartmell Survey, A-87 and the J. Seal Survey, A-214, Brazos County as described by metes and bounds in Exhibit "B" attached hereto, a plat of said description being attached hereto as Exhibit "C" (the "Subject Lands"), Cody and Chevron being collectively referred to as "Operator"; and

WHEREAS it is the judgement and opinion of Operator that the Subject Leases insofar as the same cover and affect the Subject Lands should be pooled and combined to form a unit (the "Subject Unit") for operations for and the production of oil and gas from the surface down to the base of the Georgetown formation less and except the Kurten (Woodbine) formation; and

WHEREAS, the undersigned is the owner of a mineral, royalty, overriding royalty and/or working interest in the Subject Lands or a divided portion thereof or in lands heretofore pooled or unitized therewith, and desires to evidence consent to the formation of the Subject Unit;

NOW THEREFORE, for and in consideration of the benefits accruing and to accrue to the undersigned as a result of proposed operations on the Subject Unit and of the mutual covenants herein contained, the undersigned hereby agrees with Chevron and Cody, as follows:

1. The undersigned authorizes Operator to form and declare the Subject Unit, and agrees that operations on or production from any portion of the same shall be considered for all purposes, except the payment of royalties on production, as operations on or production from each of the several tracts included therein. There shall be allocated to each such tract that proportion of the total production of unitized minerals, after deducting therefrom any such minerals used for unit operations, which the number of surface acres in such tract bears to the total number of surface acres included therein.

2. The undersigned hereby grants to Operator the right to modify the Subject Unit, at any time and from time to time, including the right to enlarge the Subject Unit to include additional lands and/or leases or to reduce the Subject Unit to exclude lands or leases previously included, or to amend or modify the depths subject thereto, to conform to any well spacing or density pattern now or hereafter prescribed or permitted by the rules and regulations of the Texas Railroad Commission or any successor regulatory agency or to conform to any productive acreage determination made by such agency or, in the sole discretion of Operator, to promote the sound and efficient development of the Subject Lands. Chevron and Cody are additionally granted the authority to amend the Declaration forming the Subject Unit at any time and from time to time in order to correct any error or omission appearing therein, or to conform to the modifications authorized hereby.

3. The terms and provisions of the Subject Leases. any amendments or ratifications thereof and of any and all other instruments which affect pooling or unitization of the Subject Lands and Subject Leases (to the extent the same cover and affect lands in which the undersigned owns a record interest) are hereby amended, as and if necessary, to allow the formation of the Subject Unit and all additional rights as granted and authorized herein. The undersigned ratifies the Subject Leases (to the extent the same cover and affect lands in which the undersigned owns a record interest), as hereby amended and grants, leases and lets the Subject Lands unto Chevron and Cody, as their interests appear of record, according to the terms of the Subject Leases as hereby amended.

4. All or portions of the Subject Lands and certain of the Subject Leases are or may be subject to one or more declarations of unit or amendments thereto which unitize, or purport to unitize formations from the surface to the base of the Georgetown formation. As of the effective date of the Subject Unit, any and all such declarations of unit or amendments thereto shall be deemed to be without effect as to the formations from the surface to the base of the Georgetown formation less and except the Kurten (Woodbine) formation, and Operator is authorized to account to the undersigned on production from the Subject Unit as provided herein and in the Subject Leases, without regard to any prior declaration of unit or amendment

thereto, however styled, affecting or purporting to affect one or more of the Subject Leases or all or any portion of the Subject Lands; provided, however, that nothing contained herein shall in any way affect the interest of the undersigned in production from any well or wells drilled and completed in a zone, stratum or horizon other than the formations from the surface to the base of the Georgetown formation less and except the Kurten (Woodbine) formation as identified above.

5. This agreement may be executed in counterparts, each of which shall be considered an original and all of which shall constitute a single instrument. This agreement shall bind and shall enure to the benefit of each party executing the same or a counterpart hereof and their respective heirs, successors and assigns, regardless of the failure of any other party to join herein.

In witness whereof, the undersigned has hereunto subscribed his name this __ day of _____, 1995.

Texas State Highway Dept.
P.O. Box 3249
Bryan, TX 77801

By: _____

Title: _____

STATE OF _____ }{

COUNTY OF _____ }{

Before me, the undersigned authority, on this day personally personally appeared _____ _____, known to me to be the person whose name is subscribed to the foregoing instrument as _____ for _____ and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said _____..

Given under my hand and seal of office this ___ day of _____, 1995.

_____
Notary Public in and for the
State of _____
My commission expires: _____
Notary's printed name: _____

EXHIBIT "A"

1. Oil, Gas and Mineral Lease dated September 6, 1977, between Morris Lightfoot, Jr. and Amalgamated Bonanza Petroleum Ltd., recorded in Volume 29, Page 126 of the Oil and Gas Lease Records of Brazos County, Texas.

2. Oil, Gas and Mineral Lease dated September 6, 1977, between Toni Lightfoot Eshom as Guardian for Tracey Lynn Lightfoot Eshom and James Rayburn Lightfoot Eshom, minors, and Amalgamated Bonanza Petroleum Ltd., recorded in Volume 30, Page 388 of the Oil and Gas Lease Records of Brazos County, Texas.

3. Oil, Gas and Mineral Lease dated August 26, 1977, from Frank Boriskie, County Clerk of Brazos County, Texas as Receiver for the Unknown Stockholders of Marley Production Company; a defunct Texas corporation, recorded in Volume 27, Page 494 of the Oil and Gas Lease Records of Brazos County, Texas.

4. Oil, Gas and Mineral Lease dated August 26, 1974, between H. K. Odom, Jr. and wife, Linda Odom, as Lessor, and Public Lands Exploration, Inc., as Lessee, recorded in Volume 22, Page 83 of the Oil and Gas Lease Records of Brazos County, Texas.

5. Oil, Gas and Mineral Lease dated October 15, 1974, between DRB Holstein Farms, Inc., as Lessor, and Public Lands Exploration, Inc., as Lessee, recorded in Volume 22, Page 200 of the Oil and Gas Lease Records of Brazos County, Texas.

6. Oil, Gas and Mineral Lease dated October 15, 1974, between Feathercrest Enterprises, Inc., as Lessor, and Public Lands Exploration, Inc., as Lessee, and recorded in Volume 22, Page 195 of the Oil and Gas Lease Records of Brazos County, Texas.

7. Oil, Gas and Mineral Lease dated December 14, 1976, between John V. Lindsey and wife, Mildred Plagens Lindsey; A. J. Opersteny and wife, Gertrude Plagens Opersteny; Glen Lindsey and wife, Mary Lindsey; and Patricia Plagens Taylor, a single woman, as Lessors, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, recorded in Volume 25, Page 1 of the Oil and Gas Lease Records of Brazos County, Texas.

8. Oil, Gas and Mineral Lease dated September 27, 1974, between P. J. Endler and wife, Aline O. Endler, as Lessor, and Public Lands Exploration, Inc., as Lessee, recorded in Volume 22, Page 521, of the Oil and Gas Lease Records of Brazos County, Texas.

9. Oil, Gas and Mineral Lease dated September 27, 1974, between Mrs. Gertrude Jopp Lloyd, a widow, as Lessor, and Public Lands Exploration, Inc., as Lessee, recorded in Volume 22, Page 165 of the Oil and Gas Lease Records of Brazos County, Texas; as amended by Correction Lease dated September 27, 1974, recorded in Volume 22, Page 553 of the Oil and Gas Lease Records of Brazos County, Texas.

10. Oil, Gas and Mineral Lease dated February 4, 1977, between Donna Lloyd Kochan, et al, as Lessor, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, recorded in Volume 25, Page 608, of the Oil and Gas Lease Records of Brazos County, Texas.

11. Oil, Gas and Mineral Lease dated July 22, 1976, between Joseph D. Stafford and wife, Billy S. Stafford, as Lessor, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, recorded in Volume 23, Page 297, of the Oil and Gas Lease Records of Brazos County, Texas.

12. Oil, Gas and Mineral Lease dated August 13, 1976, between Albert E. Newcomb and wife, Dorothy L. Newcomb, as Lessor, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, recorded in Volume 23, Page 355, of the Oil and Gas Lease Records of Brazos County, Texas.

13. Oil, Gas and Mineral Lease dated July 26, 1976, between John E. Smith and wife, Frances Smith, as Lessor, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, recorded in Volume 23, Page 308, of the Oil and Gas Lease Records of Brazos County, Texas.

14. Oil, Gas and Mineral Lease dated July 26, 1976, between Gerald S. Pitts, Ltd. #1, as Lessor, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, recorded in Volume 23, Page 299, of the Oil and Gas Lease Records of Brazos County, Texas.

EXHIBIT "A"

15. Oil, Gas and Mineral Lease dated October 5, 1974, between Carvey T. Nevill and wife, Christine Nevill, as Lessor, and Public Lands Exploration, Inc., as Lessee, and recorded in Volume 22, Page 57, of the Oil and Gas Lease Records of Brazos County, Texas.

16. Oil, Gas and Mineral Lease dated October 21, 1974, between Odas M. Brown and wife, Eletha M. Brown, as Lessor, and Public Lands Exploration, Inc., as Lessee, and recorded in Volume 22, page 221, of the Oil and Gas Lease Records of Brazos County, Texas.

17. Oil, Gas and Mineral Lease dated December 8, 1976, between Joe Clyde Burt and wife, Juanita Burt, as Lessor, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, and recorded in Volume 24, page 581, of the Oil and Gas Lease Records of Brazos County, Texas.

18. Oil, Gas and Mineral Lease dated December 13, 1976, between Wallace Ervine Lawless and wife, Amy Ruth Lawless, as Lessor, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, and recorded in Volume 24, Page 703, of the Oil and Gas Lease Records of Brazos County, Texas.

19. Oil, Gas and Mineral Lease dated September 27, 1974, between H. F. Plagens, a widower, as Lessor, and Public Lands Exploration, Inc., as Lessee, recorded in Volume 22, Page 183, of the Oil and Gas Lease Records of Brazos County, Texas; as amended by Correction Lease dated September 27, 1974, recorded in Volume 22, Page 524, of the Oil and Gas Lease Records of Brazos County, Texas.

20. Oil, Gas and Mineral Lease dated June 24, 1976, between David B. Kehlenbrink and wife, Barbara S. Kehlenbrink, as Lessor, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, recorded in Volume 22, Page 650, of the Oil and Gas Lease Records of Brazos County, Texas.

21. Oil, Gas and Mineral Lease dated June 25, 1976, between John E. Herman and wife, Inora S. Herman, as Lessor, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, recorded in Volume 22, page 645, of the Oil and Gas Lease Records of Brazos County, Texas.

22. Oil, Gas and Mineral Lease dated July 22, 1976, between Martin E. Vavra and wife, Geraldine L. Vavra, as Lessor, and Amalgamated Bonanza Petroleum, Ltd., as Lessee, recorded in Volume 23, Page 255, of the Oil and Gas Lease Records of Brazos County.

EXHIBIT "B"

Isaiah Curd Survey, A-11
Joshua Seale Survey, A-214
H. Cartwell Survey, A-87
J. Stewart Survey, A-212

Commencing at the South corner of the Hanson G. Catlett Survey, A-97 and common corner, west corner of the Joshua Seale Survey, A-214;

Thence S 48° 07' 04" E, 819.7 feet along northeasterly survey line of said Isaiah Curd Survey, A-11, same being the southwesterly Survey line of said Joshua Seale Survey, A-214 to Place Of Beginning of the herein described 1179.26 Acre Unit;

Thence N 40° 18' 43" E, 4688.3 feet to a point marking the north corner and common west corner of the Garrett-Jones Unit 1, 679.61 acres;

Thence S 47° 48' 19" E, 955.55 feet to a point for a corner, and a common corner of the said Garrett-Jones Unit 1;

Thence N 41° 13' 58" W, 95.26 feet to a point for a corner, and a common corner of said Garrett-Jones Unit 1;

Thence S 47° 48' 19" E, 3096.16 feet to a point for a corner;

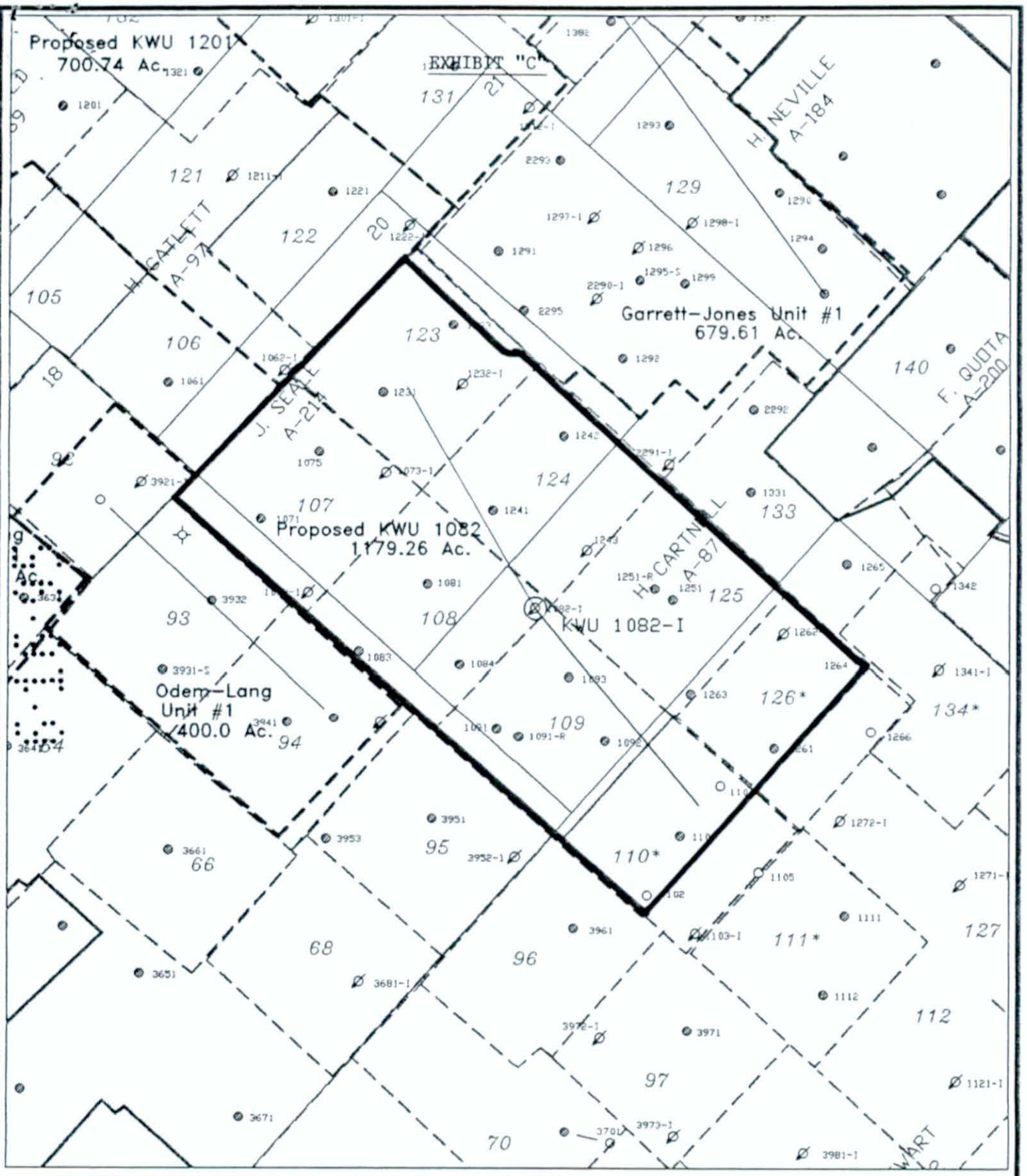
Thence S 48° 04' 37" E, 5700.59 feet to a point for the east corner of said Unit;

Thence S 42° 00' 00" W, 5260.91 feet to a point for the south corner of said Unit;

Thence N 49° 07' 20" W, 4784.37 feet to a point for a corner, and common east corner of said Lang-Odom Unit 1, 400 Acre Unit;

Thence N 47° 46' 46" W, 4832.09 feet to a point for the west corner of said unit, and a common corner of said Lang-Odom Unit 1;

Thence N 42° 26' 28" E, 480 feet to Place Of Beginning, containing 1179 acres of land, more or less.



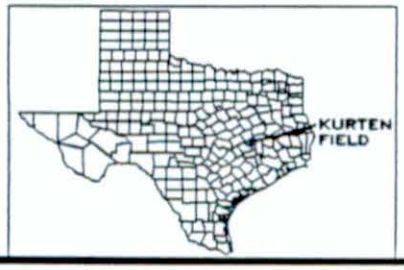


EXHIBIT "C"

Well Path Description

Lateral 1 – updip	Well Azmuth	330
	Lateral Displacement	3700–4000'
Lateral 2 – downdip	Well Azmuth	140
	Lateral Displacement	3700–4000'

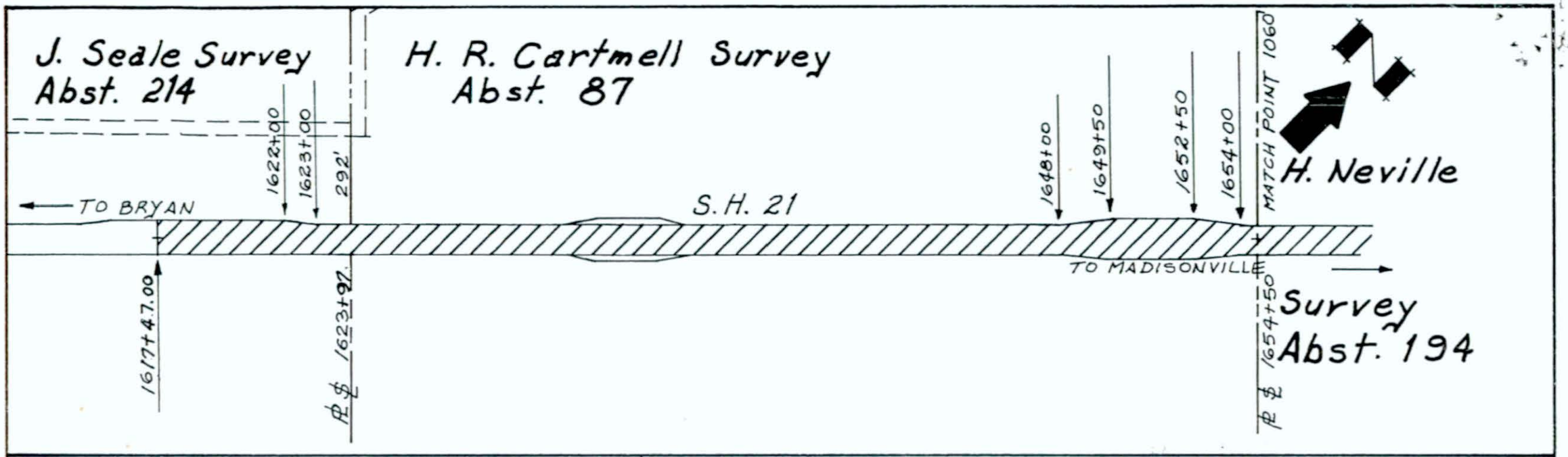
CODY ENERGY, INC.
DENVER, COLORADO

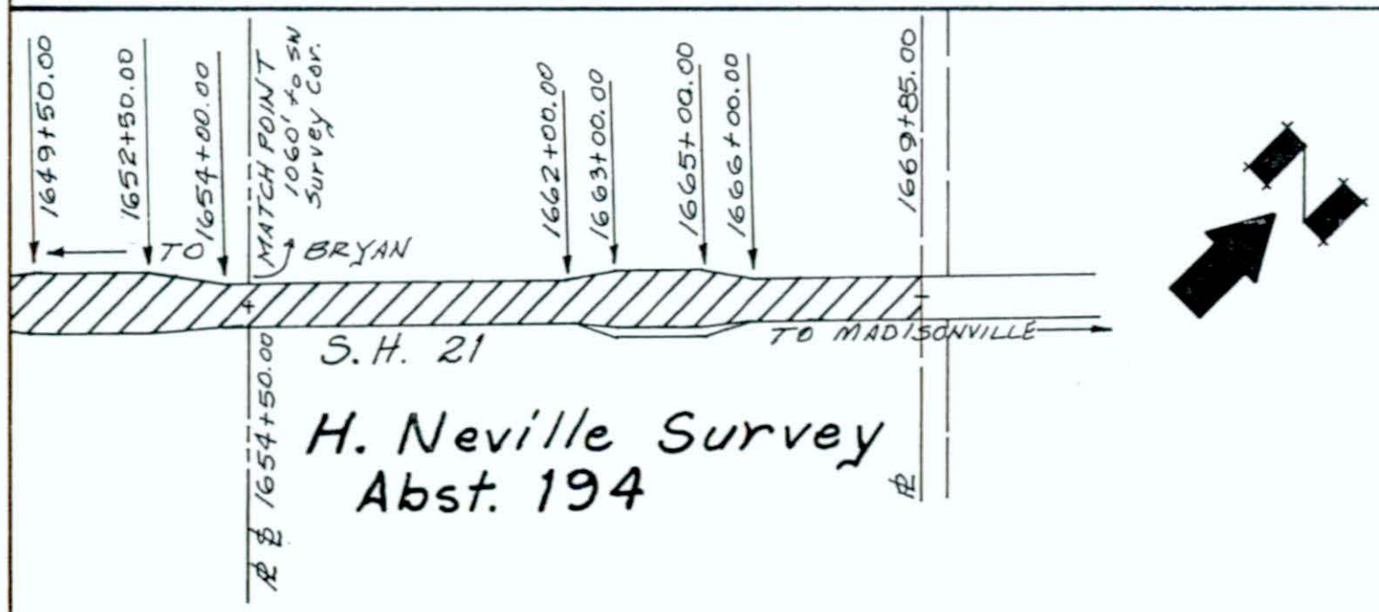
Kurten Field – Austin Chalk
Brazos County, Texas

Location Plat
Well No. 1
KWU 1082-I

C.I.=	INTERP. BY:
DATE: 4/27/95	SCALE: 1"=2000'

448





MAP SHOWING
PORTION OF S. H. 21
RIGHT OF WAY
BRAZOS COUNTY

AREA TO BE LEASED- 12.61 ACRES

(16)

File No. MF 096655
Pooling Agreement +
Designation of Unit
Date Filed: 2-17-04
Jerry E. Patterson, Commissioner
By M

TEXAS GENERAL LAND OFFICE
JERRY PATTERSON, COMMISSIONER

February 9, 2004

Benjamin W. Webb
Caboat Oil & Gas Corp.
1200 Enclave Parkway
Houston, Texas 77077

RE: Assignment filing; GLO ID 4572

Dear Mr. Webb,

The General Land Office received the following instrument(s) and has filed them in the appropriate files. Please see attached "Exhibit A" for reference.

> General Conveyance, executed December 30th, 2003, from Cody Energy, LP, as Assignor, to Chalker Energy Partners, LP, as Assignee. MF096655, MF097474, MF102980.

Filing fees of $75.00 were received in connection with the above lease. If you have any questions, please feel free to call me at (800) 998-4GLO, or at my direct number at (512) 463-6521.

Sincerely,

Beverly Boyd

Beverly Boyd
Mineral Leasing
Energy Resources
512-463-6521

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495
Post Office Box 12873 • Austin, Texas 78711-2873
512-463-5001 • 800-998-4GLO
www.glo.state.tx.us

Exhibit "A"

GLO ID	*County*	*Lease*
4572	*Brazos*	MF096655
4572	*Brazos*	MF097474
4572	*Brazos*	MF102980

Cabot Oil & Gas Corporation
Gulf Coast Region

February 2, 2004

Mr. Daryl Morgan
General Land Office, State of Texas
P.O. Box 12873
Austin, Texas 78711-2873

RE: Notice of Assignment – Oil & Gas Leases
Kurten Field
Brazos County, Texas

Dear Mr. Morgan:

Per our conversation, attached please find a check made out to the General Land Office in the amount of $75.00. This filing fee is to cover the Notice of Assignment language included in the following State of Texas leases that were included in a recent transaction, covering all of the interest of Cody Texas, L.P., a wholly owned subsidiary of Cabot Oil & Gas Corporation. The subject State leases are as follows:

	Lessor (State Lease No.)	Lease Date
1.	State of Texas (#M-96655)	10/17/95
2.	State of Texas (#M-97474)	8/6/96
3.	State of Texas (#M-102980)	4/15/03

Also attached per your direction is a certified copy of the aforementioned transaction, the General Conveyance dated effective November 1, 2003, from Cody Texas, L.P. to Chalker Energy Partners, L.P., said certified copy being supplied through the office of the Brazos County Clerk. Please do not hesitate to contact the undersigned at 281-848-2654 if there are any questions regarding this matter. Your assistance has been greatly appreciated.

Very truly yours,

CABOT OIL & GAS CORPORATION,
On behalf of Cody Texas, L.P.

By:

Benjamin K. Webb
Contract Landman

bkw/
attach.

cc: Paul Dunning – Cabot (letter only)
Charles Kana – Cabot (letter only)
Tom Campbell – Chalker Energy Partners, L.P.

CODY ENERGY LLC
A Cabot Oil & Gas company

57587 TEXAS GENERAL LAND OFFICE

CHECK NO. 4100012710

ACCT MO/YR	VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	GROSS AMOUNT	DISCOUNT	NET AMOUNT
02/04	800910	02/02/04	02/02/04 CK REQ	75.00	.00	75.00
DESCRIPTION: ROUTE TO S FRALEY						

TOTAL FOR CHECK 75.00

X
129

04025300

Attn: Darryl Morgan

Please Address Inquiries Regarding This Payment To: Accounts Payable, Cody Energy LLC, P.O. Box 4544, Houston, TX 77210-4544
Or Call: 1.800.434.3985

Remittance Statement

Please Detach This Stub Before Depositing Check

4572

GENERAL CONVEYANCE

THIS GENERAL CONVEYANCE (this "Conveyance") executed by CODY TEXAS, L.P., a Delaware limited partnership, whose address is 1200 Enclave Parkway, Houston, Texas 77077 (hereinafter called "Assignor"), to CHALKER ENERGY PARTNERS, LP, a Texas limited partnership, whose address is 777 Walker, Two Shell Plaza, Suite 2530, Houston, Texas 77002 (hereinafter called "Assignee"), dated effective at 7:00 a.m., Central Daylight Time, on November 1, 2003 (said hour and day hereinafter called the "Effective Time"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in that certain Asset Purchase Agreement dated as of December 19, 2003 (the "Agreement"), by and between Assignor, as "Seller", and Assignee, as "Buyer".

ARTICLE I.

Conveyance of Assets

Assignor, for Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid by Assignee, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, by these presents does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee, the following described assets and properties (except to the extent constituting Excluded Assets (hereinafter defined)) (collectively, the "Assets"):

Section 1.1 (a) All right, title and interest of Assignor in, to and under the Hydrocarbon Interests (hereinafter defined) described in Part I of **Exhibit A** hereto (such **Exhibit A** being herein called the "Property Schedule") (collectively, the "Subject Interests");

Section 1.2 All right, title, and interest of Assignor in and to the lands covered by or subject to the Subject Interests (the "Lands");

Section 1.3 All right, title and interest of Assignor in and to or derived from the following insofar as the same are attributable to the Subject Interests: (a) all rights with respect to the use and occupancy of the surface of and the subsurface depths under the Lands; (b) all rights with respect to any pooled, communitized or unitized acreage by virtue of any Subject Interest being a part thereof; (c) all agreements and contracts, easements, rights-of-way, servitudes and other estates; (d) all real and personal property located upon the Lands and used in connection with the exploration, development or operation of the Subject Interests; and (e) the Records;

Section 1.4 All right, title and interest of Assignor to any claims to the extent attributable to ownership, use, construction, maintenance or operation of the Assets subsequent to the Effective Time, including, without limitation, past, present or future claims, whether or not previously asserted by Assignor; and

State of Texas
County of Brazos
This document is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas
I hereby certify, on 12-31-03 M.g.
County Clerk
Brazos County, Texas

40.9 .2

Section 1.5 All (a) oil, gas and other hydrocarbons produced from or attributable to the Subject Interests with respect to all periods subsequent to the Effective Time and (b) proceeds from or of such oil, gas and other hydrocarbons.

As used in this Conveyance, the term "Hydrocarbon Interests" shall mean (a) leases affecting, relating to or covering any oil, gas and other hydrocarbons and the leasehold interests and estates in the nature of working or operating interests under such leases, as well as overriding royalties, net profits interests, production payments, carried interests, rights of recoupment and other interests in, under or relating to such leases, (b) fee interests in oil, gas or other hydrocarbons, (c) royalty interests in oil, gas or other hydrocarbons, (d) any other interest in oil, gas or other hydrocarbons in place, (e) any economic or contractual rights, options or interests in and to any of the foregoing, including, without limitation, any farmout or farmin agreement or production payment affecting any interest or estate in oil, gas or other hydrocarbons, and (f) any and all rights and interests attributable or allocable thereto by virtue of any pooling, unitization, communitization, production sharing or similar agreement, order or declaration.

There is excluded from this Conveyance and the Assets and reserved unto Assignor the following described interests, rights and properties (collectively, the "Excluded Assets"):

Section 1.1 Copies of all Records;

Section 1.2 All deposits, cash, checks, funds and accounts receivable attributable to Assignor's interest in the Assets with respect to any period of time prior to the Effective Time;

Section 1.3 All (a) oil, gas and other hydrocarbons produced from or attributable to the Subject Interests with respect to all periods prior to the Effective Time, (b) oil, gas and other hydrocarbons attributable to the Subject Interests which, at the Effective Time, are in storage within processing plants, in pipelines or otherwise held in inventory, and (c) proceeds from or of such oil, gas and other hydrocarbons;

Section 1.4 All receivables and cash proceeds which were expressly taken into account and for which credit was given in the determination of Net Cash Flow pursuant to Section 3.3 of the Agreement, as adjusted pursuant to Section 3.4 of the Agreement;

Section 1.5 Claims of Assignor for refund of or loss carry forwards with respect to (i) Taxes attributable to any period prior to the Effective Time or (ii) any Taxes attributable to the Excluded Assets;

Section 1.6 All corporate, financial, tax and legal records of Assignor and all files relating to the acquisition of any of the Assets by Assignor; and

Section 1.7 All rights, interests, assets and properties described in **Exhibit B** hereto.

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 12-31-03 M.G.
Karen McLean
County Clerk
Brazos County, Texas

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever; subject, however, to the matters set forth herein.

ARTICLE II.

Limitation of Warranties; Permitted Encumbrances

Section 2.1 *Limitation of Warranties.* The Assets are assigned to Assignee without recourse, representation, covenant or warranty of title, value or condition of any other kind whatsoever, express, implied or statutory, except that Assignor hereby warrants to Assignee that, except for Permitted Encumbrances (hereinafter defined), (i) the Net Revenue Interest (hereinafter defined) of Assignor in each of the respective Property Subdivisions (hereinafter defined) described in Part II of the Property Schedule will not be reduced below the decimal Net Revenue Interest shown in Part II of the Property Schedule for such Property Subdivision, (ii) the Working Interest (hereinafter defined) of Assignor in each of the respective Property Subdivisions described in Part II of the Property Schedule will not be increased above the decimal Working Interest shown in Part II of the Property Schedule for such Property Subdivision (unless Assignor's Net Revenue Interest therein is proportionately increased), and (iii) the Subject Interests are free and clear of all liens and encumbrances, as a result of (in each of the cases described in items (i), (ii), and (iii) of this Section 2.1) any claim made by any person lawfully claiming or to claim by, through or under Assignor but not otherwise. As used in this Conveyance, the terms (i) "Net Revenue Interest" shall mean an interest (expressed as a decimal) in and to all oil and gas produced and saved from or attributable to a Property Subdivision, (ii) "Working Interest" shall mean the percentage of costs and expenses attributable to the maintenance, development and operation of a Property Subdivision, (iii) "Property Subdivision" shall mean each well, well location, well completion, multiple well completion, unit, or other subdivision of property described in Part II of the Property Schedule, and (iv) "Permitted Encumbrances" shall mean the following:

(a) all agreements, instruments, documents, liens, encumbrances, and other matters which are described in **Exhibit C** hereto;

(b) any (i) inchoate liens or charges securing the payment of expenses which were incurred incidental to maintenance, development, production or operation of the Assets or for the purpose of developing, producing or processing oil, gas or other hydrocarbons therefrom or therein and (ii) materialman's, mechanics', repairman's, employees', contractors', operators' or other similar liens, security interests or charges for liquidated amounts arising in the ordinary course of business incidental to construction, maintenance, development, production or operation of the Assets or the production or processing of oil, gas or other hydrocarbons therefrom, that are not delinquent and will be paid in the ordinary course of business or, if delinquent, that are being contested in good faith and have been disclosed to Assignee;

(c) any liens for Taxes not yet delinquent or, if delinquent, that are being contested in good faith in the ordinary course of business;

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 12·31·03 M·G
Karen McLean
County Clerk
Brazos County, Texas

(d) any liens or security interests created by Law or reserved in oil, gas and/or mineral leases for royalty, bonus or rental or for compliance with the terms of the Subject Interests;

(e) all Preference Rights and Transfer Requirements set forth in Schedule 7.1 to the Agreement;

(f) consents to assignment that may be required under the terms of (or regulations specifically applicable to) any state leases in connection with the assignment thereof or any interest therein;

(g) any easements, rights-of-way, servitudes, permits, licenses, surface leases and other rights with respect to surface operations to the extent such matters do not interfere in any material respect with Assignee's operation of the portion of the Assets burdened thereby;

(h) any prohibitions or restrictions similar to those contained in Article VIII.D. of the A.A.P.L. Form 610-1977 Model Form Operating Agreement and any contribution obligations under provisions similar to Article VII.B. of said Model Form Operating Agreement;

(i) all agreements and obligations relating to imbalances with respect to the production, transportation or processing of gas or calls or purchase options on oil or gas production;

(j) all royalties, overriding royalties, net profits interests, carried interests, reversionary interests and other burdens to the extent that the net cumulative effect of such burdens, as to a particular Property Subdivision, does not operate to reduce the Net Revenue Interest of Assignor in such Property Subdivision below that specified in Part II of the Property Schedule;

(k) all obligations by virtue of a prepayment, advance payment or similar arrangement under any contract for the sale of hydrocarbon production, including by virtue of "take-or-pay" or similar provisions, to deliver hydrocarbons produced from or attributable to the Subject Interests after the Effective Time without then or thereafter being entitled to receive full payment therefor;

(l) all liens, charges, encumbrances, contracts, agreements, instruments, obligations, defects, irregularities and other matters affecting any Asset which individually or in the aggregate are not such to interfere materially with the operation, value or use of such Asset, including, without limitation, those matters described in the last paragraph of Section 6.3 of the Agreement;

(m) any encumbrance, title defect or other matter (whether or not constituting a Title Defect) waived or deemed waived by Assignee pursuant to Article VI of the Agreement;

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COUNTY OF BRAZOS
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Thereby certify, on 12·31·03 M·G.
County Clerk
Brazos County, Texas

(n) rights reserved to or vested in any Governmental Authority to control or regulate any of the wells or units included in the Assets and all applicable laws, rules, regulations and orders of such authorities so long as the same do not decrease Assignor's Net Revenue Interest below the Net Revenue Interest shown in Part II of the Property Schedule;

(o) the terms and conditions of all contracts and agreements relating to the Subject Interests, including, without limitation, exploration agreements, gas sales contracts, processing agreements, farmins, farmouts, operating agreements, and right-of-way agreements, to the extent such terms and conditions do not decrease Assignor's Net Revenue Interest below the Net Revenue Interest shown in Part II of the Property Schedule; and

(p) conventional rights or reassignment requiring notice to the holders of the rights prior to surrendering or releasing a leasehold interest.

ARTICLE III.

Miscellaneous

Section 3.1 *Further Assurances.* Assignor covenants and agrees to execute and deliver to Assignee all such other and additional instruments and other documents and will do all such other acts and things as may be necessary to more fully assure to Assignee or its successors or assigns all of the respective properties, rights and interests herein and hereby granted or intended so to be, including, without limitation, executing separate assignments of individual oil, gas and mineral leases or interests therein which are included in the Assets and which are necessary to facilitate the recognition of Assignee's ownership of the Assets by all applicable governmental agencies and authorities.

Section 3.2 *Successors and Assigns.* All of the provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of Assignor and Assignee. All references herein to either Assignor or Assignee shall include their respective successors and assigns.

Section 3.3 *Counterparts.* This Assignment is being executed in several original counterparts all of which are identical. Each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one and the same assignment.

[SIGNATURES ON NEXT PAGE]

12:31:03 m.g.

409 .2

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Conveyance to be executed on the date of their respective acknowledgments set forth below, to be effective, however, as of the Effective Time.

ASSIGNOR:

CODY TEXAS, L.P.

By: CODY OIL & GAS, INC., its General Partner

By: _____
Name: J. Scott Arnold, Vice President

ASSIGNEE:

CHALKER ENERGY PARTNERS, LP

By: CHALKER ENERGY MANAGEMENT, LLC, its General Partner

By: _____
Alan L. Smith, President

12:31:03 M.9.

409 .3

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 30th, 2003, by J. Scott Arnold, Vice President of Cody Oil & Gas, Inc., a Delaware corporation, as General Partner of Cody Texas, L.P., a Delaware limited partnership, on behalf of such partnership.

(SEAL)

Adele M. Zawicki
Notary Public in and for
the State of Texas

ADELE M. ZAWICKI
(Printed Name of Notary)

My commission expires: 12/20/04

ADELE M. ZAWICKI NOTARY PUBLIC STATE OF TEXAS EXPIRES 12/20/2004

12:31:03 M 9

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 30th, 2003, by Alan L. Smith, President of Chalker Energy Management, LLC, a Texas limited liability company, as general partner of Chalker Energy Partners, LP, a Texas limited partnership, on behalf of such partnership.

(SEAL)

Adele M. Zawicki
Notary Public in and for
the State of Texas

ADELE M. ZAWICKI
(Printed Name of Notary)

My commission expires: 12/20/04

ADELE M. ZAWICKI
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
12/20/2004

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 12.31.03 11.9.

Karen McQueen
County Clerk:
Brazos County, Texas

ChalkerGenConveyance.doc

409 .2

2·604

Doc 00841495 Bk OR Vol 5799 Pg 12

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003820	Status:	ACTIVE	Recorded:	Book 25 Page 525
Lease Date:	01/26/1977	Lessor:	NETZEL, JOSE MAE		
Expire Date:	01/26/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD.		
Lease Number:	42-0003821	Status:	ACTIVE	Recorded:	Book 24 Page 216
Lease Date:	09/22/1976	Lessor:	BOWMAN, FINDLAY M, ET UX		
Expire Date:	09/22/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD		
Lease Number:	42-0003822	Status:	ACTIVE	Recorded:	Book 22 Page 639
Lease Date:	06/28/1976	Lessor:	YEAGER, ARTHUR J ET UX		
Expire Date:	06/28/1981	Lessee:	AMALGAMATED BONANZA PETROL. LTD		
Lease Number:	42-0003823	Status:	ACTIVE	Recorded:	Book 27 Page 834
Lease Date:	09/07/1977	Lessor:	RILEY, MARTIN LUTHER ET UX		
Expire Date:	09/07/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD		
Lease Number:	42-0003824	Status:	ACTIVE	Recorded:	Book 22 Page 222
Lease Date:	10/05/1974	Lessor:	VINCENT, JOE E ET UX		
Expire Date:	10/04/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003825	Status:	ACTIVE	Recorded:	Book 22 Page 503
Lease Date:	09/27/1974	Lessor:	HORN, HOWARD ET UX		
Expire Date:	09/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003826/A	Status:	ACTIVE	Recorded:	Book 29 Page 126
Lease Date:	09/06/1977	Lessor:	LIGHTFOOT, MORRIS JR		
Expire Date:	09/05/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003826/B	Status:	ACTIVE	Recorded:	Book 30 Page 380
Lease Date:	09/06/1977	Lessor:	ESHOM, TONI LIGHTFOOT GUARDIAN		
Expire Date:	09/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD		
Lease Number:	42-0003826/C	Status:	ACTIVE	Recorded:	Book 22 Page 171
Lease Date:	08/26/1974	Lessor:	ODOM, W F		
Expire Date:	08/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003826/D	Status:	ACTIVE	Recorded:	Book 22 Page 236
Lease Date:	09/09/1974	Lessor:	DANSBY, H P JR ET UX		
Expire Date:	09/08/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		

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 12·31·03 A.D.
Karen McQueen
County Clerk
Brazos County, Texas

2·604

Doc 00841495 Bk OR Vol 5799 Pg 13

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003826/E	Status:	ACTIVE	Recorded:	Book 22 Page 195
Lease Date:	10/15/1974	Lessor:	FEATHER CREST ENTERPRISES, INC		
Expire Date:	10/15/1977	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003826/F	Status:	ACTIVE	Recorded:	Book 22 Page 81
Lease Date:	08/26/1974	Lessor:	ODOM, H K JR ET UX		
Expire Date:	08/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003826/G	Status:	ACTIVE	Recorded:	Book 27 Page 494
Lease Date:	08/26/1977	Lessor:	FRANK BORISKIE, RECEIVER		
Expire Date:	09/26/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM, LTD		
Lease Number:	42-0003826/H	Status:	ACTIVE	Recorded:	Book 22 Page 200
Lease Date:	10/15/1974	Lessor:	DRB HOLSTEIN FARMS INC		
Expire Date:	10/15/1977	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003826/I	Status:	ACTIVE	Recorded:	Book 25 Page 1
Lease Date:	12/14/1976	Lessor:	LINDSEY, JOHN V ET AL		
Expire Date:	12/13/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003826/J	Status:	ACTIVE	Recorded:	Book 24 Page 703
Lease Date:	12/13/1976	Lessor:	LAWLESS, WALLACE ERVIN ET UX		
Expire Date:	12/13/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003826/MN1	Status:	ACTIVE	Recorded:	Book 2292 Page 267
Lease Date:	01/14/1995	Lessor:	TONI LIGHTFOOT ESHOM, GUARDIAN		
Expire Date:	04/01/2078	Lessee:	CODY ENERGY COMPANY		
Lease Number:	42-0003826/MN2	Status:	ACTIVE	Recorded:	Book Page
Lease Date:	08/01/1977	Lessor:	HEIRS OF JEWEL P LIGHTFOOT, ET AL		379 826
	07/28/1977		" " " "		379 831
	07/28/1977		" " " "		379 836
	07/29/1977		" " " "		379 841
	07/21/1977		" " " "		379 846
Expire Date:	10/25/2060	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003827/B	Status:	ACTIVE	Recorded:	Book 24 Page 144
Lease Date:	09/30/1976	Lessor:	MORGAN, MARY BYARS		
Expire Date:	09/29/1980	Lessee:	HERBERT L DILLON, JR. INDIVIDUALLY		

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 12-31-03 M.G.
Karen McLean
County Clerk:
Brazos County, Texas

Doc 00841495 Bk OR Vol 5799 Pg 14

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003827/C	Status:	ACTIVE	Recorded:	Book 24 Page 311
Lease Date:	10/03/1976	Lessor:	BYARS, F L		
Expire Date:	10/03/1981	Lessee:	HERBERT L DILLON, JR. INDIVIDUALLY		
Lease Number:	42-0003827/D	Status:	ACTIVE	Recorded:	Book 24 Page 237
Lease Date:	10/04/1976	Lessor:	MCMURRAY, SYDNEY C ET AL		
Expire Date:	10/04/1981	Lessee:	HERBERT L DILLON, JR. INDIVIDUALLY		
Lease Number:	42-0003827/E	Status:	ACTIVE	Recorded:	Book 24 Page 400
Lease Date:	09/30/1976	Lessor:	WILKINSON, JOEL M		
Expire Date:	09/30/1980	Lessee:	HERBERT L DILLON, JR. INDIVIDUALLY		
Lease Number:	42-0003827/F	Status:	ACTIVE	Recorded:	Book 3010 Page 298
Lease Date:	10/16/1997	Lessor:	CONAWAY, ROBERT HENRY JR		
Expire Date:	10/16/2000	Lessee:	CODY ENERGY INC		
Lease Number:	42-0003827/G	Status:	ACTIVE	Recorded:	Book 2966 Page 146
Lease Date:	09/11/1997	Lessor:	CONAWAY, JOE THOMAS		
Expire Date:	09/11/2000	Lessee:	CODY ENERGY INC		
Lease Number:	42-0003828	Status:	ACTIVE	Recorded:	Book 22 Page 229
Lease Date:	10/04/1974	Lessor:	JOPP, GUS ET AL		
Expire Date:	10/04/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003829/A	Status:	ACTIVE	Recorded:	Book 22 Page 625
Lease Date:	06/24/1976	Lessor:	SHEALY, ESSIE ET AL		
Expire Date:	06/23/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003829/B	Status:	ACTIVE	Recorded:	Book 29 Page 152
Lease Date:	10/18/1977	Lessor:	BARRETT, DOROTHY SMITH		
Expire Date:	10/17/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003829/C	Status:	ACTIVE	Recorded:	Book 29 Page 155
Lease Date:	10/18/1977	Lessor:	SMITH, ELLEN		
Expire Date:	10/17/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003829/D	Status:	ACTIVE	Recorded:	Book 29 Page 158
Lease Date:	10/18/1977	Lessor:	WOODS, MARY ANN		
Expire Date:	10/17/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		

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 12-31-03 11:9
Karen McLean
County Clerk
Brazos County, Texas

Doc 00841495 Bk OR Vol 5799 Pg 15

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003829/E	Status:	ACTIVE	Recorded:	Book 27	Page 225
Lease Date:	07/25/1977	Lessor:	LINDSEY, BERTA EDGE			
Expire Date:	07/25/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003829/F	Status:	ACTIVE	Recorded:	Book 33	Page 176
Lease Date:	05/12/1978	Lessor:	LINDSEY, BERTA E			
Expire Date:	05/11/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003829/G	Status:	ACTIVE	Recorded:	Book 32	Page 794
Lease Date:	05/12/1978	Lessor:	WOODS, MARY ANN			
Expire Date:	05/11/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003829/H	Status:	ACTIVE	Recorded:	Book 32	Page 797
Lease Date:	05/12/1978	Lessor:	BARRETT, W P JR			
Expire Date:	05/11/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003829/I	Status:	ACTIVE	Recorded:	Book 32	Page 832
Lease Date:	05/12/1978	Lessor:	SMITH, ELLEN			
Expire Date:	05/11/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003830/A	Status:	ACTIVE	Recorded:	Book 24	Page 146
Lease Date:	10/03/1976	Lessor:	WHITMORE, MARTHA JANE ET VIR			
Expire Date:	10/02/1980	Lessee:	HERBERT L DILLON JR INDIVIDUALLY			
Lease Number:	42-0003830/B	Status:	ACTIVE	Recorded:	Book 24	Page 242
Lease Date:	10/05/1976	Lessor:	FRANK J ZUBIK ESTATE			
Expire Date:	10/05/1980	Lessee:	HERBERT L DILLON JR INDIVIDUALLY			
Lease Number:	42-0003830/C	Status:	ACTIVE	Recorded:	Book 24	Page 235
Lease Date:	10/05/1976	Lessor:	SAUNDERS, IRENE B ET AL			
Expire Date:	10/05/1980	Lessee:	HERBERT L DILLON JR INDIVIDUALLY			
Lease Number:	42-0003830/D	Status:	ACTIVE	Recorded:	Book 24	Page 402
Lease Date:	10/07/1976	Lessor:	HIGGS, KATHERINE L ET AL			
Expire Date:	10/07/1980	Lessee:	HERBERT L DILLON JR INDIVIDUALLY			
Lease Number:	42-0003830/E	Status:	ACTIVE	Recorded:	Book 24	Page 313
Lease Date:	10/09/1976	Lessor:	WILSON, KATHLEEN			
Expire Date:	10/09/1980	Lessee:	HERBERT L DILLON JR INDIVIDUALLY			

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 12-31-03 A.D.
County Clerk
Brazos County, Texas

2·604

Doc 00841495 Bk OR 5799 Vol 16 Pg

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003830/F	Status:	ACTIVE	Recorded:	Book 37	Page 59
Lease Date:	12/12/1980	Lessor:	HOWARD, SHIRLEY			
Expire Date:	12/12/1983	Lessee:	TOM CARR			
Lease Number:	42-0003830/G	Status:	ACTIVE	Recorded:	Book 37	Page 55
Lease Date:	12/16/1980	Lessor:	MORRIS, DAISY ET AL			
Expire Date:	12/16/1983	Lessee:	TOM CARR			
Lease Number:	42-0003830/H	Status:	ACTIVE	Recorded:	Book 45	Page 599
Lease Date:	01/02/1981	Lessor:	GARRETT, WILLIAM Y			
Expire Date:	01/02/1984	Lessee:	TOM CARR			
Lease Number:	42-0003830/I	Status:	ACTIVE	Recorded:	Book 36	Page 667
Lease Date:	10/27/1980	Lessor:	TATUM, ROBBIE NICOL ET AL A-I-F			
Expire Date:	10/27/1983	Lessee:	TOM CARR			
Lease Number:	42-0003830/J	Status:	ACTIVE	Recorded:	Book 24	Page 845
Lease Date:	12/31/1976	Lessor:	SAUNDERS, IRENE BOARD			
Expire Date:	12/31/1980	Lessee:	HERBERT L DILLON JR INDIVIDUALLY			
Lease Number:	42-0003830/K	Status:	ACTIVE	Recorded:	Book 37	Page 57
Lease Date:	01/08/1981	Lessor:	GEORGE WASHINGTON SMITH TRUST			
Expire Date:	01/08/1984	Lessee:	TOM CARR			
Lease Number:	42-0003830/L	Status:	ACTIVE	Recorded:	Book 37	Page 53
Lease Date:	12/16/1980	Lessor:	STEPHENSON, NELLIE G			
Expire Date:	12/16/1983	Lessee:	TOM CARR			
Lease Number:	42-0003830/M	Status:	ACTIVE	Recorded:	Book 36	Page 817
Lease Date:	10/27/1980	Lessor:	GELBER, ETHEL ET AL			
Expire Date:	10/27/1983	Lessee:	TOM CARR			
Lease Number:	42-0003830/N	Status:	ACTIVE	Recorded:	Book 44	Page 813
Lease Date:	11/10/1980	Lessor:	HARRIS, R A			
Expire Date:	11/10/1983	Lessee:	TOM CARR			
Lease Number:	42-0003830/O	Status:	ACTIVE	Recorded:	Book 59	Page 39
Lease Date:	04/13/1982	Lessor:	BURT, DR HOWARD JR			
Expire Date:	04/13/1983	Lessee:	BLUESKY OIL & GAS INC			

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 12-31-08 AD.
Karen McLean
County Clerk:
Brazos County, Texas

2 604

Doc 00841495 Bk OR Vol 5799 Pg 17

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003830/P	Status:	ACTIVE	Recorded:	Book 665 Page 746
Lease Date:	02/13/1984	Lessor:	HARRIS, R A ET AL		
Expire Date:	02/13/1987	Lessee:	PREDECO EXPLORATION INC		
Lease Number:	42-0003830/Q	Status:	ACTIVE	Recorded:	Book 36 Page 829
Lease Date:	11/13/1980	Lessor:	ALINE RHODES COLE ESTATE		
Expire Date:	11/12/1983	Lessee:	TOM CARR		
Lease Number:	42-0003830/R	Status:	ACTIVE	Recorded:	Book 36 Page 831
Lease Date:	11/13/1980	Lessor:	BIBLE, WILLIAM		
Expire Date:	11/12/1983	Lessee:	TOM CARR		
Lease Number:	42-0003830/S	Status:	ACTIVE	Recorded:	Book 24 Page 323
Lease Date:	10/22/1976	Lessor:	ETHEL GELBER, INDIV. & AS EXECUTRIX		
Expire Date:	10/22/1980	Lessee:	HERBERT L DILLON, JR		
Lease Number:	42-0003831	Status:	ACTIVE	Recorded:	Book 22 Page 643
Lease Date:	06/24/1976	Lessor:	SANDERS, J RAY ET UX		
Expire Date:	06/23/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003832	Status:	ACTIVE	Recorded:	Book 22 Page 213
Lease Date:	10/14/1974	Lessor:	THOMPSON, TRUCMON E ET UX		
Expire Date:	10/13/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003833	Status:	ACTIVE	Recorded:	Book 839 Page 335
Lease Date:	02/28/1977	Lessor:	ZION UNITED CHURCH OF CHRIST		
Expire Date:	02/27/1982	Lessee:	CHEVRON USA INC		
Lease Number:	42-0003834	Status:	ACTIVE	Recorded:	Book 28 Page 581
Lease Date:	06/25/1977	Lessor:	HOLLAND, WILLIAM E JR ET UX		
Expire Date:	06/24/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003835	Status:	ACTIVE	Recorded:	Book 28 Page 585
Lease Date:	06/25/1977	Lessor:	HOLLAND, WILLIAM E JR ET UX & VLB		
Expire Date:	06/24/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003836	Status:	ACTIVE	Recorded:	Book 22 Page 286
Lease Date:	11/26/1974	Lessor:	SHARPE, R L ET AL		
Expire Date:	11/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		

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 12-31-03 A.D.
Karen McQueen
County Clerk:
Brazos County, Texas

dhw

Doc 00841495 Bk OR Vol 5799 Pg 18

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003837	Status:	ACTIVE	Recorded:	Book 22 Page 114
Lease Date:	10/02/1974	Lessor:	WEST, HAWLEY E ET UX		
Expire Date:	10/02/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003838	Status:	ACTIVE	Recorded:	Book 22 Page 497
Lease Date:	09/27/1974	Lessor:	LOUIS OPERSTENY, ET AL		
Expire Date:	09/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003839	Status:	ACTIVE	Recorded:	Book 22 Page 144
Lease Date:	09/16/1974	Lessor:	RICHARD W. SCHRAM, ET AL		
Expire Date:	09/16/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003840	Status:	ACTIVE	Recorded:	Book 22 Page 131
Lease Date:	09/30/1974	Lessor:	BLASE, ALTON L ET UX		
Expire Date:	09/29/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003841	Status:	ACTIVE	Recorded:	Book 24 Page 670
Lease Date:	12/14/1976	Lessor:	FORSTHOFF, ROBERT G ET UX		
Expire Date:	12/13/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003842	Status:	ACTIVE	Recorded:	Book 24 Page 666
Lease Date:	12/14/1976	Lessor:	DARLING, RAY B ET UX		
Expire Date:	12/14/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003843	Status:	ACTIVE	Recorded:	Book 23 Page 361
Lease Date:	08/12/1976	Lessor:	FISHER, HERBERT E.		
Expire Date:	08/11/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003844	Status:	ACTIVE	Recorded:	Book 22 Page 72
Lease Date:	10/15/1974	Lessor:	ENDLER, HUGO J., ET UX		
Expire Date:	10/14/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003845	Status:	ACTIVE	Recorded:	Book 22 Page 547
Lease Date:	09/05/1974	Lessor:	BUCHANAN, RAYMOND B, ET UX		
Expire Date:	09/04/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003846	Status:	ACTIVE	Recorded:	Book 22 Page 562
Lease Date:	09/30/1974	Lessor:	LENZ, OLLIE T., ET UX		
Expire Date:	09/29/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		

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 12-31-03 11:9
Karen McQueen
County Clerk
Brazos County, Texas

dhw

Doc 00841495 Bk OR Vol 5799 Pg 19

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003847	Status:	ACTIVE	Recorded:	Book 22 Page 93
Lease Date:	09/16/1974	Lessor:	BEARD, EUGENE M., ET UX		
Expire Date:	09/15/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003848	Status:	ACTIVE	Recorded:	Book 22 Page 85
Lease Date:	08/27/1974	Lessor:	JONES, FRED R, ET UX		
Expire Date:	08/27/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003849	Status:	ACTIVE	Recorded:	Book 22 Page 534
Lease Date:	09/27/1974	Lessor:	STEVENER, LEON W, ET UX		
Expire Date:	09/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003850	Status:	ACTIVE	Recorded:	Book 22 Page 515
Lease Date:	08/27/1974	Lessor:	ODOM, W F		
Expire Date:	08/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003851	Status:	ACTIVE	Recorded:	Book 22 Page 610
Lease Date:	06/23/1976	Lessor:	HUMPRIES, W W, ET UX		
Expire Date:	06/22/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003852/A	Status:	ACTIVE	Recorded:	Book 24 Page 815
Lease Date:	12/29/1976	Lessor:	WOOD, CARROLL, ET UX		
Expire Date:	12/28/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003852/B	Status:	ACTIVE	Recorded:	Book 24 Page 813
Lease Date:	12/28/1976	Lessor:	BATTEN, GEORGE, ET UX		
Expire Date:	12/27/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003853/A	Status:	ACTIVE	Recorded:	Book 37 Page 783
Lease Date:	06/22/1976	Lessor:	WARREN, CLED H, ET UX		
Expire Date:	06/21/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003853/B	Status:	ACTIVE	Recorded:	Book 30 Page 292
Lease Date:	01/19/1978	Lessor:	MCMELLON, W L, ET UX		
Expire Date:	01/19/1981	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0003853/C	Status:	ACTIVE	Recorded:	Book 31 Page 6
Lease Date:	03/02/1978	Lessor:	LLOYD, B J		
Expire Date:	03/02/1981	Lessee:	JORDAN ENGINEERING, INC.		

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 12-31-03 M.G.
Karen McLean
County Clerk
Brazos County, Texas

2·6·04

Doc 00841495 Bk OR Vol 5799 Pg 20

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003853/D	Status:	ACTIVE	Recorded:	Book 31 Page 21
Lease Date:	03/21/1978	Lessor:	HOWELL, ZELLA BELLE		
Expire Date:	03/21/1981	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0003853/E	Status:	ACTIVE	Recorded:	Book 30 Page 362
Lease Date:	02/14/1978	Lessor:	HARRY LLOYD MCGUIRE, TRUSTEE		
Expire Date:	02/14/1981	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0003853/F	Status:	ACTIVE	Recorded:	Book 30 Page 355
Lease Date:	01/19/1978	Lessor:	SERAFINO, MILTON L		
Expire Date:	01/19/1981	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0003854	Status:	ACTIVE	Recorded:	Book 23 Page 143
Lease Date:	07/26/1976	Lessor:	GUMIENNY, CHARLES, ET UX		
Expire Date:	07/26/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003855	Status:	ACTIVE	Recorded:	Book 23 Page 293
Lease Date:	07/26/1976	Lessor:	GUMIENNY, BENNIE ET AL		
Expire Date:	07/25/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003856	Status:	ACTIVE	Recorded:	Book 27 Page 564
Lease Date:	06/25/1976	Lessor:	WILSON, JAMES D, TTE		
Expire Date:	06/25/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD.		
Lease Number:	42-0003857	Status:	ACTIVE	Recorded:	Book 2532 Page 16
Lease Date:	10/17/1995	Lessor:	ST TX #M-96655		
Expire Date:	10/17/1998	Lessee:	CODY ENERGY, INC.		
Lease Number:	42-0003858/A	Status:	ACTIVE	Recorded:	Book 36 Page 11
Lease Date:	02/11/1980	Lessor:	SULLIVAN, ADAIR R		
Expire Date:	02/11/1981	Lessee:	HAWN BROTHERS		
Lease Number:	42-0003858/B	Status:	ACTIVE	Recorded:	Book 34 Page 235
Lease Date:	12/29/1978	Lessor:	WYNNE, LELA MAE, ET AL		
Expire Date:	12/29/1981	Lessee:	HAWN BROTHERS		
Lease Number:	42-0003859	Status:	ACTIVE	Recorded:	Book 26 Page 423
Lease Date:	05/09/1977	Lessor:	PAYNE, BILLY TRUSTEE		
Expire Date:	05/09/1980	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD		

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 12-31-03 M.
County Clerk
Brazos County, Texas

HW

Doc 00841495 Bk OR Vol 5799 Pg 21

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003860	Status:	ACTIVE	Recorded:	Book 22	Page 281
Lease Date:	11/13/1974	Lessor:	ZAJICEK, JOE F ET UX			
Expire Date:	11/13/1979	Lessee:	PUBLIC LANDS EXPLORATION, INC			
Lease Number:	42-0003861	Status:	ACTIVE	Recorded:	Book 27	Page 155
Lease Date:	07/11/1977	Lessor:	RODGERS, J E ET UX			
Expire Date:	07/11/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD			
Lease Number:	42-0003862	Status:	ACTIVE	Recorded:	Book 27	Page 162
Lease Date:	07/11/1977	Lessor:	RODGERS, J E ET UX			
Expire Date:	07/11/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD			
Lease Number:	42-0003863/A	Status:	ACTIVE	Recorded:	Book 25	Page 608
Lease Date:	02/04/1977	Lessor:	KOCHAN, DONNA LLOYD ET AL			
Expire Date:	02/04/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD			
Lease Number:	42-0003863/B	Status:	ACTIVE	Recorded:	Book 22	Page 165
Lease Date:	09/27/1974	Lessor:	LLOYD, GERTRUDE JOPP			
Expire Date:	09/27/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003864	Status:	ACTIVE	Recorded:	Book 27	Page 199
Lease Date:	07/18/1977	Lessor:	KOSTELKA, EMIL F ET UX			
Expire Date:	07/18/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003865	Status:	ACTIVE	Recorded:	Book 30	Page 448
Lease Date:	02/24/1978	Lessor:	WEST, H E ET UX			
Expire Date:	02/24/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003866	Status:	ACTIVE	Recorded:	Book 25	Page 707
Lease Date:	02/28/1977	Lessor:	GERMAN EVANGELICAL ZION CONGREGATION AT			
Expire Date:	02/28/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD.			
Lease Number:	42-0003867	Status:	ACTIVE	Recorded:	Book 22	Page 105
Lease Date:	08/30/1974	Lessor:	HALL, THOMAS K ET UX			
Expire Date:	08/30/1984	Lessee:	PUBLIC LANDS EXPLORATION, INC.			
Lease Number:	42-0003868	Status:	ACTIVE	Recorded:	Book 25	Page 710
Lease Date:	03/08/1977	Lessor:	HALL, MARK G			
Expire Date:	03/08/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD.			

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 12-31-03 A.D.
Karen McQueen
County Clerk:
Brazos County, Texas

dhw

Doc 00841495 Bk OR Vol 5799 Pg 22

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EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003869	Status:	ACTIVE	Recorded:	Book 22	Page 99
Lease Date:	08/30/1974	Lessor:	HALL, FREDERICK ET UX			
Expire Date:	08/30/1984	Lessee:	PUBLIC LANDS EXPLORATION, INC.			
Lease Number:	42-0003870	Status:	ACTIVE	Recorded:	Book 25	Page 713
Lease Date:	03/08/1977	Lessor:	HALL, J W JR			
Expire Date:	03/08/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003871	Status:	ACTIVE	Recorded:	Book 22	Page 701
Lease Date:	07/06/1976	Lessor:	KELLER, FRED W ET UX			
Expire Date:	07/06/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD			
Lease Number:	42-0003872	Status:	ACTIVE	Recorded:	Book 24	Page 83
Lease Date:	09/17/1976	Lessor:	GIBBS BROTHERS & COMPANY			
Expire Date:	09/17/1981	Lessee:	HERBERT L. DILLON , JR.			

Lease Number:	42-0003873	Status:	ACTIVE	Recorded:	Book	Page
Lease Date:	07/27/1977	Lessor:	JONES, RUBY LEE		27	514
			DARNELL, BESSIE M		27	497
			MILTON, LEWIS		27	499
			LEVI, JEROME M		27	501
			BYNUM, BESSIE		27	503
			LEVI, DAN S		27	505
			WADE, GLADYS JONES		27	508
			JONES, ELAINE & JARVIS KURNEY		27	510
			KURNEY, PINKNEY		27	512
			SMITH, WILLETTA B		27	516
			ROBERTS, ROSETTA B		27	518
			JONES, RUBY K		27	520
Expire Date:	07/27/1979	Lessee:	W C RICHARDSON			

Lease Number:	42-0003874	Status:	ACTIVE	Recorded:	Book 33	Page 185
Lease Date:	08/04/1978	Lessor:	SANDERS, JESSE RAY ET UX			
Expire Date:	08/04/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003875	Status:	ACTIVE	Recorded:	Book 22	Page 219
Lease Date:	10/21/1974	Lessor:	BROWN, ODAS M ET UX			
Expire Date:	10/21/1979	Lessee:	PUBLIC LANDS EXPLORATION, INC.			

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 12.31.03 Karen Gh Lewis
County Clerk
Brazos County, Texas

Doc 00841495 Bk OR 5799 Vol 23 Pg

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EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003876	Status:	ACTIVE	Recorded:	Book 23	Page 444
Lease Date:	08/30/1976	Lessor:	CRENSHAW, LESLIE ET UX			
Expire Date:	08/30/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD.			
Lease Number:	42-0003877	Status:	ACTIVE	Recorded:	Book 27	Page 604
Lease Date:	07/27/1977	Lessor:	HICKS, BOBBY LEE ET UX & VLB			
Expire Date:	07/27/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003878	Status:	ACTIVE	Recorded:	Book 28	Page 26
Lease Date:	08/09/1977	Lessor:	CLIFTON, O B ET UX			
Expire Date:	08/09/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003879	Status:	ACTIVE	Recorded:	Book 31	Page 209
Lease Date:	10/11/1977	Lessor:	FLING, JERRY LAWRENCE & VLB			
Expire Date:	10/11/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003880	Status:	ACTIVE	Recorded:	Book 28	Page 406
Lease Date:	09/30/1977	Lessor:	EBNER, CLARENCE ET AL			
Expire Date:	09/30/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003881	Status:	ACTIVE	Recorded:	Book 28	Page 30
Lease Date:	07/27/1977	Lessor:	HANOVER, BILLY JIM ET UX			
Expire Date:	07/27/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003882	Status:	ACTIVE	Recorded:	Book 23	Page 252
Lease Date:	07/23/1976	Lessor:	METZER, ANNA			
Expire Date:	07/22/1981	Lessee:	J WYLIE HARRIS JR			
Lease Number:	42-0003883	Status:	ACTIVE	Recorded:	Book 27	Page 561
Lease Date:	08/27/1974	Lessor:	WILSON, JAMES D ET AL			
Expire Date:	08/27/1979	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD.			
Lease Number:	42-0003884	Status:	ACTIVE	Recorded:	Book 24	Page 219
Lease Date:	07/23/1976	Lessor:	MEILLER, FRANCES ET AL			
Expire Date:	07/22/1981	Lessee:	J WYLIE HARRIS JR			
Lease Number:	42-0003885	Status:	ACTIVE	Recorded:	Book 27	Page 216
Lease Date:	07/13/1977	Lessor:	CONLEE, J D ET AL			
Expire Date:	07/12/1982	Lessee:	W C RICHARDSON			

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 10-31-03 M.O.
County Clerk
Brazos County, Texas

Doc 00841495 Bk OR Vol 5799 Pg 24

2 604

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003886	Status:	ACTIVE	Recorded:	Book 34	Page 687
Lease Date:	03/28/1978	Lessor:	JONES, DONALD P ET UX			
Expire Date:	03/27/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003887	Status:	ACTIVE	Recorded:	Book 28	Page 408
Lease Date:	10/06/1977	Lessor:	DUNN, JAMES D JR ET AL			
Expire Date:	10/06/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003888	Status:	ACTIVE	Recorded:	Book 28	Page 295
Lease Date:	09/27/1977	Lessor:	OLDHAM, C L ET UX			
Expire Date:	09/27/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003889	Status:	ACTIVE	Recorded:	Book 26	Page 612
Lease Date:	06/08/1977	Lessor:	SELF, ROBERT D JR ET UX			
Expire Date:	06/08/1980	Lessee:	RICHARD C. HUDSON			
Lease Number:	42-0003890	Status:	ACTIVE	Recorded:	Book 31	Page 516
Lease Date:	04/26/1978	Lessor:	THOMPSON, DURWOOD ET UX			
Expire Date:	04/26/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003891	Status:	ACTIVE	Recorded:	Book 28	Page 503
Lease Date:	10/25/1977	Lessor:	HARDIN, WALTER JR ET UX			
Expire Date:	10/25/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003892	Status:	ACTIVE	Recorded:	Book 28	Page 345
Lease Date:	09/16/1977	Lessor:	FORD, WILLIAM CLAYTON ET UX			
Expire Date:	09/16/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003893	Status:	ACTIVE	Recorded:	Book 22	Page 57
Lease Date:	10/05/1974	Lessor:	NEVILL, CARVEY ET UX			
Expire Date:	10/05/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003894	Status:	ACTIVE	Recorded:	Book 35	Page 766
Lease Date:	12/03/1979	Lessor:	CARGILL, HOWARD W			
Expire Date:	12/03/1981	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003895	Status:	ACTIVE	Recorded:	Book 35	Page 541
Lease Date:	01/08/1980	Lessor:	PETE A. FAZZINO			
Expire Date:	01/08/1983	Lessee:	JORDAN ENGINEERING, INC.			

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 12-31-03 W.G.
Karen McQueen
County Clerk:
Brazos County, Texas

Doc 00841495 Bk OR Vol 5799 Pg 25

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003896	Status:	ACTIVE	Recorded:	Book 31 Page 269
Lease Date:	03/10/1978	Lessor:	PORTALES, RAY ET UX		
Expire Date:	03/10/1983	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0003897	Status:	ACTIVE	Recorded:	Book 25 Page 148
Lease Date:	01/17/1977	Lessor:	WATSON, DR J GARLAND JR		
Expire Date:	01/16/1982	Lessee:	HERBERT L. DILLON, JR		
Lease Number:	42-0003898	Status:	ACTIVE	Recorded:	Book 25 Page 369
Lease Date:	01/25/1977	Lessor:	CONAWAY, MARY F		
Expire Date:	01/24/1982	Lessee:	HERBERT L. DILLON, JR		
Lease Number:	42-0003899	Status:	ACTIVE	Recorded:	Book 25 Page 137
Lease Date:	01/21/1977	Lessor:	CONAWAY, GEORGE		
Expire Date:	01/20/1982	Lessee:	HERBERT L. DILLON, JR.		
Lease Number:	42-0003900	Status:	ACTIVE	Recorded:	Book 22 Page 431
Lease Date:	08/22/1975	Lessor:	GARRETT, ROBERT C ET UX		
Expire Date:	08/22/1980	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003901	Status:	ACTIVE	Recorded:	Book 22 Page 168
Lease Date:	08/30/1974	Lessor:	HALL, REVEREND SHERRILL ET UX		
Expire Date:	08/30/1984	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003902	Status:	ACTIVE	Recorded:	Book 22 Page 108
Lease Date:	08/30/1974	Lessor:	CLARK, GENE W ET UX		
Expire Date:	08/30/1984	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003903	Status:	ACTIVE	Recorded:	Book 22 Page 216
Lease Date:	10/09/1974	Lessor:	NOBLETT, ROY M ET UX		
Expire Date:	10/09/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003904	Status:	ACTIVE	Recorded:	Book 23 Page 355
Lease Date:.	08/13/1976	Lessor:	NEWCOMB, ALBERT E ET UX		
Expire Date:	08/12/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003905	Status:	ACTIVE	Recorded:	Book 23 Page 434
Lease Date:	08/30/1976	Lessor:	LISKI, HENRY		
Expire Date:	08/29/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		

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 12-31-03 4:9
Karen McQueen
County Clerk
Brazos County, Texas

dhw

Doc 00841495 Bk OR 5799 Vol Pg 26

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EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003906	Status:	ACTIVE	Recorded:	Book 23	Page 438
Lease Date:	08/30/1976	Lessor:	RILEY, EULA MAE			
Expire Date:	08/29/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003907	Status:	ACTIVE	Recorded:	Book 23	Page 498
Lease Date:	08/30/1976	Lessor:	HARTSFIELD, MELVIN ET UX			
Expire Date:	08/29/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003908	Status:	ACTIVE	Recorded:	Book 27	Page 463
Lease Date:	08/16/1977	Lessor:	DABBS, DON D ET UX			
Expire Date:	08/15/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003909	Status:	ACTIVE	Recorded:	Book 28	Page 724
Lease Date:	10/18/1977	Lessor:	GREGG, DAVID ET UX			
Expire Date:	10/18/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003910	Status:	ACTIVE	Recorded:	Book 23	Page 643
Lease Date:	09/10/1976	Lessor:	KENT POTTS ET AL			
Expire Date:	09/09/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003911	Status:	ACTIVE	Recorded:	Book 24	Page 77
Lease Date:	09/30/1976	Lessor:	CAMPBELL, HARVEY B ET UX			
Expire Date:	09/30/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003912	Status:	ACTIVE	Recorded:	Book 24	Page 88
Lease Date:	09/30/1976	Lessor:	SCHRAM, LEONA			
Expire Date:	09/30/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003913	Status:	ACTIVE	Recorded:	Book 23	Page 822
Lease Date:	09/25/1976	Lessor:	KOLOGINCZAK, STEPHEN			
Expire Date:	09/24/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003914	Status:	ACTIVE	Recorded:	Book 22	Page 177
Lease Date:	08/26/1974	Lessor:	ODOM, HENRY K ET UX			
Expire Date:	08/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003915	Status:	ACTIVE	Recorded:	Book 24	Page 393
Lease Date:	09/24/1976	Lessor:	FICKEY, LOUIS T ET UX			
Expire Date:	09/24/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			

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 12-31-03
Karen Gee Lewis
County Clerk:
Brazos County, Texas

Doc 00841495 Bk OR Vol 5799 Pg 27

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EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003916	Status:	ACTIVE	Recorded:	Book 27	Page 840
Lease Date:	09/09/1977	Lessor:	KINDT, KENNETH J ET UX			
Expire Date:	09/08/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003917	Status:	ACTIVE	Recorded:	Book 27	Page 842
Lease Date:	09/12/1977	Lessor:	PIRAINO, LEE L ET UX			
Expire Date:	09/11/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/A	Status:	ACTIVE	Recorded:	Book 31	Page 551
Lease Date:	05/03/1978	Lessor:	EASTERLING, G M ET UX			
Expire Date:	05/02/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/AA	Status:	ACTIVE	Recorded:	Book 28	Page 445
Lease Date:	09/08/1977	Lessor:	WITHERS, RICHARD E ET UX & VLB			
Expire Date:	09/08/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003918/AB	Status:	ACTIVE	Recorded:	Book 28	Page 452
Lease Date:	09/08/1977	Lessor:	GARRETT, ROBERT L ET UX & VLB			
Expire Date:	09/08/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003918/AC	Status:	ACTIVE	Recorded:	Book 28	Page 441
Lease Date:	09/09/1977	Lessor:	THEISS, WAYNE A & VLB			
Expire Date:	09/09/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003918/AD	Status:	ACTIVE	Recorded:	Book 28	Page 478
Lease Date:	09/09/1977	Lessor:	PETROSKI, FRANK JR ET AL			
Expire Date:	09/09/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003918/AE	Status:	ACTIVE	Recorded:	Book 28	Page 448
Lease Date:	09/09/1977	Lessor:	VORWERK, CLIFFORD P ET AL			
Expire Date:	09/09/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003918/B	Status:	ACTIVE	Recorded:	Book 31	Page 549
Lease Date:	04/29/1978	Lessor:	SCARMARDO, PETE R ET UX			
Expire Date:	04/29/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/C	Status:	ACTIVE	Recorded:	Book 27	Page 830
Lease Date:	09/01/1977	Lessor:	FRIELING, HERMAN E			
Expire Date:	09/01/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			

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 12-31-03
County Clerk:
Brazos County, Texas

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EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003918/D	Status:	ACTIVE	Recorded:	Book 27	Page 832
Lease Date:	09/01/1977	Lessor:	FRIELING, MAX H			
Expire Date:	09/01/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/E	Status:	ACTIVE	Recorded:	Book 27	Page 838
Lease Date:	09/09/1977	Lessor:	WILLIAMS, PAULINE FRIELING			
Expire Date:	09/09/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/F	Status:	ACTIVE	Recorded:	Book 27	Page 846
Lease Date:	09/16/1977	Lessor:	CROW, JUANITA H			
Expire Date:	09/16/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/G	Status:	ACTIVE	Recorded:	Book 28	Page 89
Lease Date:	09/14/1977	Lessor:	BRODERICK, JAMES H			
Expire Date:	09/14/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/H	Status:	ACTIVE	Recorded:	Book 28	Page 91
Lease Date:	09/15/1977	Lessor:	ROBERTS, CAROL M			
Expire Date:	09/15/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/I	Status:	ACTIVE	Recorded:	Book 28	Page 96
Lease Date:	09/15/1977	Lessor:	JACKSON, JOHN C			
Expire Date:	09/15/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/J	Status:	ACTIVE	Recorded:	Book 28	Page 98
Lease Date:	09/16/1977	Lessor:	HARDING, KENNETH C			
Expire Date:	09/16/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/K	Status:	ACTIVE	Recorded:	Book 28	Page 103
Lease Date:	09/15/1977	Lessor:	LUHM, MELVIN C			
Expire Date:	09/15/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/L	Status:	ACTIVE	Recorded:	Book 28	Page 192
Lease Date:	09/15/1977	Lessor:	BARRETT, GLORIA M			
Expire Date:	09/15/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/M	Status:	ACTIVE	Recorded:	Book 28	Page 196
Lease Date:	09/15/1977	Lessor:	POINDEXTER, VERNON RAY			
Expire Date:	09/15/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			

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 12-31-03 m.g.
Karen McKeen
County Clerk
Brazos County, Texas

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EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003918/N	Status:	ACTIVE	Recorded:	Book 28 Page 233
Lease Date:	09/16/1977	Lessor:	CRAWLEY, FLORENCE H		
Expire Date:	09/16/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003918/O	Status:	ACTIVE	Recorded:	Book 28 Page 738
Lease Date:	09/12/1977	Lessor:	FREELING, CLARENCE INDIV AND IND EXEC		
Expire Date:	09/12/1987	Lessee:	W T JORDAN		
Lease Number:	42-0003918/P	Status:	ACTIVE	Recorded:	Book 28 Page 380
Lease Date:	09/23/1977	Lessor:	FRIELING, LORNA		
Expire Date:	09/23/1980	Lessee:	JORDAN ENGINEERING, INC		
Lease Number:	42-0003918/Q	Status:	ACTIVE	Recorded:	Book 28 Page 121
Lease Date:	09/08/1977	Lessor:	FRIELING, FRED J ET UX		
Expire Date:	09/08/1980	Lessee:	JORDAN ENGINEERING, INC		
Lease Number:	42-0003918/R	Status:	ACTIVE	Recorded:	Book 30 Page 82
Lease Date:	10/20/1977	Lessor:	LUHN, P A ET UX		
Expire Date:	10/20/1982	Lessee:	JORDAN ENGINEERING, INC		
Lease Number:	42-0003918/S	Status:	ACTIVE	Recorded:	Book 28 Page 727
Lease Date:	09/12/1977	Lessor:	LANGE, EDNA		
Expire Date:	09/12/1980	Lessee:	JORDAN ENGINEERING, INC		
Lease Number:	42-0003918/T	Status:	ACTIVE	Recorded:	Book 28 Page 357
Lease Date:	09/12/1977	Lessor:	OSMUNDSON, LOUISE LANGE ET AL		
Expire Date:	09/12/1980	Lessee:	JORDAN ENGINEERING, INC		
Lease Number:	42-0003918/U	Status:	ACTIVE	Recorded:	Book 28 Page 376
Lease Date:	09/12/1977	Lessor:	NEWMAN, HELEN LANGE ET AL		
Expire Date:	09/12/1980	Lessee:	JORDAN ENGINEERING, INC		
Lease Number:	42-0003918/V	Status:	ACTIVE	Recorded:	Book 28 Page 735
Lease Date:	09/26/1977	Lessor:	FRIELING, E B		
Expire Date:	09/26/1984	Lessee:	JORDAN ENGINEERING, INC		
Lease Number:	42-0003918/W	Status:	ACTIVE	Recorded:	Book 32 Page 715
Lease Date:	05/19/1978	Lessor:	HARDING, MCKINLEY		
Expire Date:	05/19/1981	Lessee:	JORDAN ENGINEERING, INC		

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 12-31-03 A.D.
Karen McQueen
County Clerk:
Brazos County, Texas

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EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003918/X	Status:	ACTIVE	Recorded:	Book 32	Page 717
Lease Date:	05/03/1978	Lessor:	HARDING, CALVIN R			
Expire Date:	05/03/1981	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003918/Y	Status:	ACTIVE	Recorded:	Book 31	Page 36
Lease Date:	04/04/1978	Lessor:	STEVEN, HOWARD A			
Expire Date:	04/04/1981	Lessee:	JORDAN ENGINEERING, INC			
Lease Number:	42-0003918/Z	Status:	ACTIVE	Recorded:	Book 28	Page 205
Lease Date:	09/23/1977	Lessor:	FISHER, THOMAS			
Expire Date:	09/23/1980	Lessee:	JORDAN ENGINEERING, INC			
Lease Number:	42-0003919	Status:	ACTIVE	Recorded:	Book 28	Page 251
Lease Date:	09/26/1977	Lessor:	KENYON, MILDRED			
Expire Date:	09/26/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003920	Status:	ACTIVE	Recorded:	Book 28	Page 93
Lease Date:	09/12/1977	Lessor:	PIRAINO, LEE LEONARD ET UX & VLB			
Expire Date:	09/11/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003921	Status:	ACTIVE	Recorded:	Book 22	Page 183
Lease Date:	09/27/1974	Lessor:	PLAGENS, H F			
Expire Date:	09/27/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003922	Status:	ACTIVE	Recorded:	Book 29	Page 4
Lease Date:	10/10/1977	Lessor:	COTTON, FRANK A ET UX			
Expire Date:	10/10/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003923	Status:	ACTIVE	Recorded:	Book 27	Page 588
Lease Date:	07/28/1977	Lessor:	BEWLEY, LARRY N ET UX			
Expire Date:	07/28/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003924	Status:	ACTIVE	Recorded:	Book 28	Page 247
Lease Date:	10/03/1977	Lessor:	WALDROP, JAMES N ET AL			
Expire Date:	10/03/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003925	Status:	ACTIVE	Recorded:	Book 28	Page 359
Lease Date:	09/15/1977	Lessor:	RILEY, J F ET UX			
Expire Date:	09/15/1980	Lessee:	JORDAN ENGINEERING, INC.			

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 10-31-03 M.D.
Karen McLean
County Clerk
Brazos County, Texas

2 604

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EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003926	Status:	ACTIVE	Recorded:	Book 28 Page 475
Lease Date:	09/24/1977	Lessor:	SEMBERA, ALTON RAY ET UX & VLB		
Expire Date:	09/24/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0003927	Status:	ACTIVE	Recorded:	Book 28 Page 531
Lease Date:	09/30/1977	Lessor:	SHIRLEY, LEWIS JR ET UX		
Expire Date:	09/30/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0003928	Status:	ACTIVE	Recorded:	Book 28 Page 302
Lease Date:	10/05/1977	Lessor:	LAZA, ANTONE E ET UX		
Expire Date:	10/05/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003929	Status:	ACTIVE	Recorded:	Book 22 Page 661
Lease Date:	06/28/1976	Lessor:	VEAZEY, LANACE J ET UX		
Expire Date:	06/27/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003930	Status:	ACTIVE	Recorded:	Book 22 Page 696
Lease Date:	07/02/1976	Lessor:	DAVIDSON, EDGAR D ET UX		
Expire Date:	07/01/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003931	Status:	ACTIVE	Recorded:	Book 23 Page 165
Lease Date:	07/15/1976	Lessor:	WINKLER, HOWARD T		
Expire Date:	07/14/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003932	Status:	ACTIVE	Recorded:	Book 23 Page 308
Lease Date:	07/26/1976	Lessor:	SMITH, JOHN E ET UX		
Expire Date:	07/25/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003933	Status:	ACTIVE	Recorded:	Book 26 Page 134
Lease Date:	04/05/1977	Lessor:	JOPP, MARGARET L		
Expire Date:	04/05/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003934	Status:	ACTIVE	Recorded:	Book 26 Page 244
Lease Date:	04/22/1977	Lessor:	DITTFURTH, HAROLD V ET UX		
Expire Date:	04/22/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003935	Status:	ACTIVE	Recorded:	Book 26 Page 255
Lease Date:	04/23/1977	Lessor:	ROSIER, ROBERT WAYNE ET UX		
Expire Date:	04/23/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		

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 12-31-08 M.D.
Karen Mc Queen
County Clerk
Brazos County, Texas

Doc 00841495 Bk OR Vol 5799 Pg 32

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003936	Status:	ACTIVE	Recorded:	Book 26 Page 463
Lease Date:	05/24/1977	Lessor:	BROCKSMITH, CHARLES ET UX		
Expire Date:	05/24/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003937	Status:	ACTIVE	Recorded:	Book 26 Page 259
Lease Date:	04/29/1977	Lessor:	RILEY, THOMAS E ET UX		
Expire Date:	04/29/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003938	Status:	ACTIVE	Recorded:	Book 26 Page 261
Lease Date:	04/29/1977	Lessor:	WEST, LARRY H ET UX		
Expire Date:	04/29/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003939	Status:	ACTIVE	Recorded:	Book 24 Page 668
Lease Date:	12/14/1976	Lessor:	KEHLENBRINK, DAVID B ET UX		
Expire Date:	12/14/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003940	Status:	ACTIVE	Recorded:	Book 24 Page 581
Lease Date:	12/08/1976	Lessor:	BURT, JOE CLYDE ET UX		
Expire Date:	12/08/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003941	Status:	ACTIVE	Recorded:	Book 24 Page 622
Lease Date:	12/15/1976	Lessor:	MOSLEY, EDWIN T ET UX		
Expire Date:	12/14/1986	Lessee:	TOMMY JACKSON		
Lease Number:	42-0003942	Status:	ACTIVE	Recorded:	Book 25 Page 550
Lease Date:	02/10/1977	Lessor:	CONAWAY, JOEL E		
Expire Date:	02/09/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003943	Status:	ACTIVE	Recorded:	Book 25 Page 141
Lease Date:	01/24/1977	Lessor:	CONAWAY, JOHN		
Expire Date:	01/23/1982	Lessee:	HERBERT L. DILLON		
Lease Number:	42-0003944	Status:	ACTIVE	Recorded:	Book 25 Page 134
Lease Date:	01/25/1977	Lessor:	LANG, JAMES ET UX		
Expire Date:	01/25/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003945	Status:	ACTIVE	Recorded:	Book 25 Page 610
Lease Date:	02/28/1977	Lessor:	CONRAD, ANNIE		
Expire Date:	02/28/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		

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 12-31-2009
Karen McLean
County Clerk
Brazos County, Texas

Doc 00841495 Bk OR Vol 5799 Pg 33

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003946	Status:	ACTIVE	Recorded:	Book 22	Page 604
Lease Date:	06/24/1976	Lessor:	KINDT, JOHN A ET UX			
Expire Date:	06/23/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003947	Status:	ACTIVE	Recorded:	Book 22	Page 589
Lease Date:	06/23/1976	Lessor:	LLOYD, RUSSELL ET UX			
Expire Date:	06/22/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003948	Status:	ACTIVE	Recorded:	Book 22	Page 187
Lease Date:	09/07/1974	Lessor:	SCHRAM, FRED HENRY JR ET AL			
Expire Date:	09/06/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003949	Status:	ACTIVE	Recorded:	Book 22	Page 615
Lease Date:	06/22/1976	Lessor:	BAKER, ROBERT W ET UX			
Expire Date:	06/22/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003950	Status:	ACTIVE	Recorded:	Book 27	Page 468
Lease Date:	04/29/1977	Lessor:	GENERAL TELEPHONE CO. OF THE SOUTHWEST			
Expire Date:	04/29/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003951	Status:	ACTIVE	Recorded:	Book 31	Page 70
Lease Date:	03/27/1978	Lessor:	CEDAR CREEK LODGE #300 AF & AM			
Expire Date:	03/27/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD			
Lease Number:	42-0003952/A	Status:	ACTIVE	Recorded:	Book 36	Page 449
Lease Date:	05/28/1980	Lessor:	COUNTY CLERK OF BRAZOS COUNTY, AS RECEIV			
Expire Date:	05/28/1985	Lessee:	GULF OIL CORPORATION			
Lease Number:	42-0003952/B	Status:	ACTIVE	Recorded:	Book 22	Page 53
Lease Date:	10/03/1974	Lessor:	STEVENER, LEON W ET UX			
Expire Date:	10/03/1979	Lessee:	PUBLIC LANDS EXPLORATION, INC			
Lease Number:	42-0003952/C	Status:	ACTIVE	Recorded:	Book 22	Page 180
Lease Date:	09/05/1974	Lessor:	WILSON, HERBERT O ET UX			
Expire Date:	09/05/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003952/D	Status:	ACTIVE	Recorded:	Book 22	Page 174
Lease Date:	09/07/1974	Lessor:	BENNETT, FRENCHY D ET AL			
Expire Date:	09/07/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			

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 12-31-03 M
Karen McQueen
County Clerk:
Brazos County, Texas

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Doc 00841495 Bk OR Vol 5799 Pg 34

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003953	Status:	ACTIVE	Recorded:	Book 22	Page 263
Lease Date:	11/11/1974	Lessor:	WEEDON, HARDY JR ET UX			
Expire Date:	11/10/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003954	Status:	ACTIVE	Recorded:	Book 22	Page 254
Lease Date:	11/11/1974	Lessor:	VYMOLA, ADELA M			
Expire Date:	11/10/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003955	Status:	ACTIVE	Recorded:	Book 22	Page 298
Lease Date:	11/25/1974	Lessor:	TUREK, ALBERT L ET UX			
Expire Date:	11/24/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003956	Status:	ACTIVE	Recorded:	Book 22	Page 302
Lease Date:	11/11/1974	Lessor:	MOORE, JOHN A ET UX			
Expire Date:	11/10/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003957/A	Status:	ACTIVE	Recorded:	Book 27	Page 556
Lease Date:	08/27/1974	Lessor:	WILSON, JAMES D ET AL			
Expire Date:	08/27/1979	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD			
Lease Number:	42-0003957/B	Status:	ACTIVE	Recorded:	Book 22	Page 465
Lease Date:	01/29/1976	Lessor:	LANG, JAMES ET UX			
Expire Date:	01/29/1981	Lessee:	C.R. HARDY			
Lease Number:	42-0003958	Status:	ACTIVE	Recorded:	Book 22	Page 294
Lease Date:	12/19/1974	Lessor:	LENZ, OLLIE T ET UX			
Expire Date:	12/19/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003959	Status:	ACTIVE	Recorded:	Book 22	Page 259
Lease Date:	11/08/1974	Lessor:	KRISTYNIK, GEORGE E ET UX			
Expire Date:	11/08/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003960	Status:	ACTIVE	Recorded:	Book 22	Page 251
Lease Date:	11/15/1974	Lessor:	HOLUBEC, ALBIN F ET UX			
Expire Date:	11/15/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003961	Status:	ACTIVE	Recorded:	Book 28	Page 173
Lease Date:	08/04/1977	Lessor:	BECKA, JOHNNY J ET AL			
Expire Date:	08/04/1982	Lessee:	JORDAN ENGINEERING, INC.			

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 12-31-03 A.D.
County Clerk
Brazos County, Texas

Doc 00841495 Bk OR Vol 5799 Pg 35

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003962	Status:	ACTIVE	Recorded:	Book 22	Page 76
Lease Date:	08/26/1974	Lessor:	ODOM, W F			
Expire Date:	08/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003963	Status:	ACTIVE	Recorded:	Book 22	Page 60
Lease Date:	09/11/1974	Lessor:	GILPIN, WOODROW W ET UX			
Expire Date:	09/11/1979	Lessee:	PUBLIC LANDS EXPLORATION, INC			
Lease Number:	42-0003964	Status:	ACTIVE	Recorded:	Book 21	Page 697
Lease Date:	09/06/1974	Lessor:	CONNER, WILLIS C ET UX			
Expire Date:	09/06/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003965	Status:	ACTIVE	Recorded:	Book 21	Page 709
Lease Date:	08/28/1974	Lessor:	ODOM, W F			
Expire Date:	08/27/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003966/A	Status:	ACTIVE	Recorded:	Book 24	Page 583
Lease Date:	12/10/1976	Lessor:	EASTERLING, G M ET UX			
Expire Date:	12/09/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003966/B	Status:	ACTIVE	Recorded:	Book 28	Page 466
Lease Date:	09/21/1977	Lessor:	SIEGERT, ROBERT W ET UX			
Expire Date:	09/21/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003967	Status:	ACTIVE	Recorded:	Book 24	Page 705
Lease Date:	12/14/1976	Lessor:	FORSTHOFF, CHARLES O			
Expire Date:	12/14/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003968	Status:	ACTIVE	Recorded:	Book 24	Page 511
Lease Date:	11/30/1976	Lessor:	KELLEY, W T ET UX			
Expire Date:	11/30/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003969	Status:	ACTIVE	Recorded:	Book 22	Page 160
Lease Date:	09/27/1974	Lessor:	ENDLER, P J ET UX			
Expire Date:	09/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003970/A	Status:	ACTIVE	Recorded:	Book 28	Page 823
Lease Date:	11/17/1977	Lessor:	BARRON, VERDA AMES			
Expire Date:	11/16/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			

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 12-31-03 A.D.
County Clerk
Brazos County, Texas

Doc 00841495 Bk OR Vol 5799 Pg 36

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003970/B	Status:	ACTIVE	Recorded:	Book 28	Page 438
Lease Date:	09/23/1977	Lessor:	MCDONALD, FLOYD E, ET UX			
Expire Date:	09/22/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003971	Status:	ACTIVE	Recorded:	Book 24	Page 858
Lease Date:	11/29/1976	Lessor:	BRYAN INDEPENDENT SCHOOL DISTRICT			
Expire Date:	11/29/1981	Lessee:	DON E. WILLIAMS			
Lease Number:	42-0003972	Status:	ACTIVE	Recorded:	Book 23	Page 432
Lease Date:	08/20/1976	Lessor:	CARGILL, HOWARD W, ET UX			
Expire Date:	08/19/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003973	Status:	ACTIVE	Recorded:	Book 27	Page 481
Lease Date:	08/03/1977	Lessor:	ROBERTS, J E, ET AL			
Expire Date:	08/02/1979	Lessee:	GUS EDWARDS CO			
Lease Number:	42-0003974	Status:	ACTIVE	Recorded:	Book 22	Page 90
Lease Date:	08/30/1974	Lessor:	BEARD, EUGENE M, ET UX			
Expire Date:	08/30/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003975	Status:	ACTIVE	Recorded:	Book 27	Page 836
Lease Date:	09/07/1977	Lessor:	SIDES, CLYDE D, ET UX			
Expire Date:	09/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003976	Status:	ACTIVE	Recorded:	Book 25	Page 126
Lease Date:	01/24/1977	Lessor:	DEHART, HOWARD L, ET UX			
Expire Date:	01/23/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003977	Status:	ACTIVE	Recorded:	Book 26	Page 365
Lease Date:	05/11/1977	Lessor:	GIBSON, JIMMY V., ET UX			
Expire Date:	05/11/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003978	Status:	ACTIVE	Recorded:	Book 26	Page 156
Lease Date:	04/11/1977	Lessor:	MEYER, CLIFFORD A., ET UX			
Expire Date:	04/11/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003979	Status:	ACTIVE	Recorded:	Book 26	Page 7
Lease Date:	03/29/1977	Lessor:	RELIANCE BAPTIST CHURCH			
Expire Date:	03/28/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			

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 10-31-03 m.9
Karen Hall
County Clerk
Brazos County, Texas

dhw

Doc 00841495 Bk OR Vol 5799 Pg 37

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003980	Status:	ACTIVE	Recorded:	Book 26	Page 356
Lease Date:	05/04/1977	Lessor:	LUTHER, H. A., ET UX			
Expire Date:	05/04/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003981	Status:	ACTIVE	Recorded:	Book 23	Page 639
Lease Date:	08/31/1976	Lessor:	CRENSHAW, LESLIE M., ET AL			
Expire Date:	08/30/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003982	Status:	ACTIVE	Recorded:	Book 34	Page 508
Lease Date:	07/06/1979	Lessor:	NORMAN, B. F., JR., ET AL			
Expire Date:	09/08/1980	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003983	Status:	ACTIVE	Recorded:	Book 34	Page 505
Lease Date:	07/06/1979	Lessor:	BOYD, FRANK E., ET UX			
Expire Date:	09/08/1980	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003984	Status:	ACTIVE	Recorded:	Book 33	Page 287
Lease Date:	09/11/1978	Lessor:	DYESS, JOHN M., ET UX			
Expire Date:	09/11/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003985	Status:	ACTIVE	Recorded:	Book 32	Page 201
Lease Date:	05/29/1979	Lessor:	KURTEN CEMETERY ASSOCIATION			
Expire Date:	05/28/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003986	Status:	ACTIVE	Recorded:	Book 22	Page 478
Lease Date:	05/08/1976	Lessor:	MOORE, HENRY, ET UX			
Expire Date:	05/07/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003987	Status:	ACTIVE	Recorded:	Book 22	Page 156
Lease Date:	10/09/1974	Lessor:	FICKEY, RAYMOND J., ET UX			
Expire Date:	10/09/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003988	Status:	ACTIVE	Recorded:	Book 26	Page 813
Lease Date:	05/17/1977	Lessor:	FJELD, ROBERT ALAN, ET UX			
Expire Date:	05/16/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003989	Status:	ACTIVE	Recorded:	Book 22	Page 138
Lease Date:	09/30/1974	Lessor:	KINDT, WALTER J, ET UX			
Expire Date:	09/30/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			

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 12-31-03
County Clerk
Brazos County, Texas

Doc 00841495 Bk OR 5799 Vol 1 Pg 38

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EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0003990	Status:	ACTIVE	Recorded:	Book 22	Page 111
Lease Date:	10/04/1974	Lessor:	FRIDEL, FRANK, ET AL			
Expire Date:	10/03/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003991	Status:	ACTIVE	Recorded:	Book 22	Page 291
Lease Date:	12/06/1974	Lessor:	JOPP, GUS E.			
Expire Date:	12/06/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003992	Status:	ACTIVE	Recorded:	Book 22	Page 288
Lease Date:	12/06/1974	Lessor:	LLOYD, GERTRUDE JOPP			
Expire Date:	12/06/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003993	Status:	ACTIVE	Recorded:	Book 23	Page 658
Lease Date:	09/21/1976	Lessor:	DUBOSE, LANSING ALLISON			
Expire Date:	09/20/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003994	Status:	ACTIVE	Recorded:	Book 24	Page 3
Lease Date:	09/03/1976	Lessor:	RESTIVO, LUCILLE RUFFINO, ET AL			
Expire Date:	09/02/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003995	Status:	ACTIVE	Recorded:	Book 22	Page 630
Lease Date:	06/22/1976	Lessor:	KINDT, LOUIS L, ET UX			
Expire Date:	06/21/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003996	Status:	ACTIVE	Recorded:	Book 23	Page 662
Lease Date:	09/02/1976	Lessor:	DYESS, JOHN M.			
Expire Date:	09/01/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003997	Status:	ACTIVE	Recorded:	Book 22	Page 607
Lease Date:	06/24/1976	Lessor:	LLOYD, LESLIE, ET UX			
Expire Date:	06/24/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003998	Status:	ACTIVE	Recorded:	Book 27	Page 159
Lease Date:	07/08/1977	Lessor:	MCKINNEY, JOHN M., ET UX			
Expire Date:	07/07/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003999	Status:	ACTIVE	Recorded:	Book 22	Page 277
Lease Date:	11/08/1974	Lessor:	MOORE, ROBERT HENRY, ET UX			
Expire Date:	11/08/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			

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 12-31-03
Karen McQueen
County Clerk
Brazos County, Texas

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EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0004000	Status:	ACTIVE	Recorded:	Book 22 Page 628
Lease Date:	06/24/1976	Lessor:	HEARNE, BRYAN W, ET UX		
Expire Date:	06/24/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004001	Status:	ACTIVE	Recorded:	Book 22 Page 650
Lease Date:	06/24/1976	Lessor:	KEHLENBRINK, DAVID B, ET UX		
Expire Date:	06/24/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004002	Status:	ACTIVE	Recorded:	Book 22 Page 655
Lease Date:	06/25/1976	Lessor:	CONAWAY, JOHN ALLEN, ET UX		
Expire Date:	06/24/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004003	Status:	ACTIVE	Recorded:	Book 22 Page 645
Lease Date:	06/25/1976	Lessor:	HERMAN, JOHN E, ET UX		
Expire Date:	06/24/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004004	Status:	ACTIVE	Recorded:	Book 22 Page 666
Lease Date:	06/28/1976	Lessor:	FAULKNER, BROCK H., ET UX		
Expire Date:	06/27/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004005	Status:	ACTIVE	Recorded:	Book 22 Page 698
Lease Date:	06/29/1976	Lessor:	FRENZEL, HILDA		
Expire Date:	06/28/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004006	Status:	ACTIVE	Recorded:	Book 22 Page 706
Lease Date:	07/06/1976	Lessor:	MILBERGER, WILLIE, JR.		
Expire Date:	07/05/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004007	Status:	ACTIVE	Recorded:	Book 22 Page 681
Lease Date:	06/07/1976	Lessor:	MCCALLUM, JAMES A, ET AL		
Expire Date:	06/07/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004008	Status:	ACTIVE	Recorded:	Book 22 Page 735
Lease Date:	07/10/1976	Lessor:	ROSS, MARSHAL, ET UX		
Expire Date:	07/09/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004009	Status:	ACTIVE	Recorded:	Book 22 Page 761
Lease Date:	07/06/1976	Lessor:	MILBERGER, LENA		
Expire Date:	07/06/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		

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 12-31-03 m.9.
Karen Gil Queen
County Clerk
Brazos County, Texas

Doc 00841495 Bk OR Vol 5799 Pg 40

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0004010	Status:	ACTIVE	Recorded:	Book 22	Page 742
Lease Date:	07/09/1976	Lessor:	URSO, SAM P, ET UX			
Expire Date:	07/08/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004011	Status:	ACTIVE	Recorded:	Book 22	Page 759
Lease Date:	07/01/1976	Lessor:	BUSEY, JAY J, ET UX			
Expire Date:	06/30/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004012	Status:	ACTIVE	Recorded:	Book 23	Page 255
Lease Date:	07/22/1976	Lessor:	VARA, MARTIN E ET UX			
Expire Date:	07/22/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004013	Status:	ACTIVE	Recorded:	Book 23	Page 297
Lease Date:	07/22/1976	Lessor:	STAFFORD, JOSEPH D ET AL			
Expire Date:	07/21/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004014/A	Status:	ACTIVE	Recorded:	Book 23	Page 304
Lease Date:	07/26/1976	Lessor:	GERALD S. PITTS, LTD #1			
Expire Date:	07/25/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004015	Status:	ACTIVE	Recorded:	Book 23	Page 299
Lease Date:	07/26/1976	Lessor:	GERALD S. PITTS, LTD #1			
Expire Date:	07/25/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004016/A	Status:	ACTIVE	Recorded:	Book 23	Page 351
Lease Date:	07/27/1976	Lessor:	HEDTKE, MARTHA			
Expire Date:	07/27/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004016/B	Status:	ACTIVE	Recorded:	Book 23	Page 820
Lease Date:	09/23/1976	Lessor:	HOLLIDAY, BOBBY ET UX			
Expire Date:	09/23/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004017/A	Status:	ACTIVE	Recorded:	Book 22	Page 79
Lease Date:	08/26/1974	Lessor:	LANG, JAMES ET UX			
Expire Date:	08/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0004017/B	Status:	ACTIVE	Recorded:	Book 25	Page 344
Lease Date:	11/24/1976	Lessor:	TEXAS OSAGE ROYALTY POOL, INC			
Expire Date:	11/24/1979	Lessee:	AMALGAMATED BONANZA PETROLEUM			

STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on 12-31-03 m.o.
County Clerk
Brazos County, Texas

Doc 00841495 Bk OR Vol 5799 Pg 41

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0004018/A	Status:	ACTIVE	Recorded:	Book 22 Page 385
Lease Date:	07/29/1975	Lessor:	TATUM, JAMES E ET AL		
Expire Date:	07/28/1985	Lessee:	JACK E HAVARD		
Lease Number:	42-0004018/B	Status:	ACTIVE	Recorded:	Book 22 Page 387
Lease Date:	09/03/1975	Lessor:	SHANAHAN, J JOSEPH ET AL		
Expire Date:	09/02/1980	Lessee:	JACK E HARVARD		
Lease Number:	42-0004018/C	Status:	ACTIVE	Recorded:	Book 24 Page 824
Lease Date:	01/04/1977	Lessor:	NEWBERRY, PATTIE SIMS ET VIR		
Expire Date:	01/03/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004018/D	Status:	ACTIVE	Recorded:	Book 22 Page 679
Lease Date:	06/29/1976	Lessor:	WHITMORE, MARTHA JANE ET VIR		
Expire Date:	06/28/1981	Lessee:	JACK E. HAVARD		
Lease Number:	42-0004019/A	Status:	ACTIVE	Recorded:	Book 30 Page 451
Lease Date:	02/25/1978	Lessor:	PETERSON, CURTIS ET UX		
Expire Date:	02/24/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004019/AA	Status:	ACTIVE	Recorded:	Book 27 Page 283
Lease Date:	06/07/1977	Lessor:	WEAKLY, CLARENCE W ET UX		
Expire Date:	06/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004019/AB	Status:	ACTIVE	Recorded:	Book 27 Page 281
Lease Date:	06/06/1977	Lessor:	THWEATT, JAMES PHILLIP ET UX		
Expire Date:	06/05/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004019/AC	Status:	ACTIVE	Recorded:	Book 27 Page 320
Lease Date:	06/02/1977	Lessor:	COOK, TED E ET UX		
Expire Date:	06/01/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004019/AD	Status:	ACTIVE	Recorded:	Book 27 Page 318
Lease Date:	06/18/1977	Lessor:	COOK, TED M ET UX		
Expire Date:	06/17/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004019/AE	Status:	ACTIVE	Recorded:	Book 24 Page 810
Lease Date:	12/29/1976	Lessor:	BOYD, LUCILLE		
Expire Date:	12/28/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		

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 12-31-03 m.g.
Karen McQueen
County Clerk
Brazos County, Texas

Doc 00841495 Bk OR Vol 5799 Pg 42

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0004019/AF	Status:	ACTIVE	Recorded:	Book 34	Page 170
Lease Date:	03/12/1979	Lessor:	BAWCOM, EDNA M			
Expire Date:	03/11/1984	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/AG	Status:	ACTIVE	Recorded:	Book 27	Page 326
Lease Date:	07/14/1977	Lessor:	FLUITT, LOGAN TRUSTEE			
Expire Date:	07/13/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/AH	Status:	ACTIVE	Recorded:	Book 27	Page 828
Lease Date:	08/25/1977	Lessor:	DREW, BOBBY G ET UX			
Expire Date:	08/24/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/B	Status:	ACTIVE	Recorded:	Book 33	Page 527
Lease Date:	09/18/1978	Lessor:	BOMNSKIE, EDDIE WAYNE ET AL			
Expire Date:	09/17/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/C	Status:	ACTIVE	Recorded:	Book 34	Page 173
Lease Date:	03/05/1979	Lessor:	JOHNSTON, BENJAMIN K ET UX			
Expire Date:	03/04/1984	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/D	Status:	ACTIVE	Recorded:	Book 27	Page 271
Lease Date:	06/10/1977	Lessor:	ZBORIL, LOUIS E			
Expire Date:	06/09/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/E	Status:	ACTIVE	Recorded:	Book 27	Page 277
Lease Date:	06/02/1977	Lessor:	SCOTT, PERRY C			
Expire Date:	06/01/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/F	Status:	ACTIVE	Recorded:	Book 27	Page 279
Lease Date:	06/02/1977	Lessor:	SCOTT, JACK E ET UX			
Expire Date:	06/01/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/G	Status:	ACTIVE	Recorded:	Book 27	Page 308
Lease Date:	07/07/1977	Lessor:	COOK, DONALD G ET UX			
Expire Date:	07/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/H	Status:	ACTIVE	Recorded:	Book 33	Page 464
Lease Date:	09/28/1978	Lessor:	NEWCOMB, LESTER M ET UX			
Expire Date:	09/27/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			

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 12-31-03 m.9.
Karen McLean
County Clerk
Brazos County, Texas

Doc 00841495 Bk OR Vol 5799 Pg 43

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0004019/I	Status:	ACTIVE	Recorded:	Book 32	Page 191
Lease Date:	03/15/1978	Lessor:	BRUNS, JAMES C ET AL			
Expire Date:	03/14/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/J	Status:	ACTIVE	Recorded:	Book 27	Page 275
Lease Date:	06/06/1977	Lessor:	JOSEY, HENRY C			
Expire Date:	06/05/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/K	Status:	ACTIVE	Recorded:	Book 27	Page 314
Lease Date:	06/20/1977	Lessor:	NEWCOMB, W R			
Expire Date:	06/19/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/L	Status:	ACTIVE	Recorded:	Book 27	Page 316
Lease Date:	06/02/1977	Lessor:	FRIDEL, FRANK			
Expire Date:	06/01/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/M	Status:	ACTIVE	Recorded:	Book 27	Page 285
Lease Date:	06/07/1977	Lessor:	AUTREY, GLENN G ET UX			
Expire Date:	06/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/N	Status:	ACTIVE	Recorded:	Book 27	Page 293
Lease Date:	06/07/1977	Lessor:	MAY, BILLY E ET UX			
Expire Date:	06/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/O	Status:	ACTIVE	Recorded:	Book 29	Page 466
Lease Date:	01/12/1978	Lessor:	ENGELMAN, CHARLES E ET UX			
Expire Date:	01/12/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/P	Status:	ACTIVE	Recorded:	Book 27	Page 322
Lease Date:	07/18/1977	Lessor:	GRAY, GARY			
Expire Date:	07/17/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/Q	Status:	ACTIVE	Recorded:	Book 27	Page 268
Lease Date:	06/15/1977	Lessor:	SHEARER, GEORGE H ET UX			
Expire Date:	06/14/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/R	Status:	ACTIVE	Recorded:	Book 27	Page 291
Lease Date:	06/09/1977	Lessor:	HAMANN, WILLIAM J ET UX			
Expire Date:	06/08/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			

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 12-31-03 m.9.
County Clerk
Brazos County, Texas

Doc 00841495 Bk OR Vol 5799 Pg 44

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0004019/S	Status:	ACTIVE	Recorded:	Book 27 Page 304
Lease Date:	06/07/1977	Lessor:	LOHSE, EDDIE D ET UX		
Expire Date:	06/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004019/T	Status:	ACTIVE	Recorded:	Book 27 Page 295
Lease Date:	06/09/1977	Lessor:	NORRIS, OTHA ET UX		
Expire Date:	06/08/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004019/U	Status:	ACTIVE	Recorded:	Book 34 Page 159
Lease Date:	03/01/1979	Lessor:	SWANZY, MILDRED		
Expire Date:	02/29/1984	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004019/V	Status:	ACTIVE	Recorded:	Book 27 Page 306
Lease Date:	07/07/1977	Lessor:	SCHULZ, MONROE L ET UX		
Expire Date:	07/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004019/W	Status:	ACTIVE	Recorded:	Book 27 Page 310
Lease Date:	07/07/1977	Lessor:	BARNES, ROGER B ET UX		
Expire Date:	07/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004019/X	Status:	ACTIVE	Recorded:	Book 27 Page 287
Lease Date:	06/07/1977	Lessor:	NICHOLS, CHARLES WAYNE ET UX		
Expire Date:	06/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004019/Y	Status:	ACTIVE	Recorded:	Book 27 Page 299
Lease Date:	06/09/1977	Lessor:	NICHOLS, CHARLES A ET UX		
Expire Date:	06/08/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004019/Z	Status:	ACTIVE	Recorded:	Book 34 Page 249
Lease Date:	04/10/1979	Lessor:	MCELROY, WILLIAM JAMES		
Expire Date:	04/09/1984	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004020/A	Status:	ACTIVE	Recorded:	Book 25 Page 768
Lease Date:	03/07/1977	Lessor:	JOSEY, HENRY C ET UX		
Expire Date:	03/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004020/B	Status:	ACTIVE	Recorded:	Book 25 Page 338
Lease Date:	01/28/1977	Lessor:	TURNER, H R		
Expire Date:	01/27/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		

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 12-31-03 m.g.
Karen McKeen
County Clerk
Brazos County, Texas

Doc 00841495 Bk OR Vol 5799 Pg 45

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0004020/C	Status:	ACTIVE	Recorded:	Book 25	Page 341
Lease Date:	01/28/1977	Lessor:	BUCHANAN, S R			
Expire Date:	01/27/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004021/A	Status:	ACTIVE	Recorded:	Book 24	Page 839
Lease Date:	01/13/1977	Lessor:	KURTEN, J H			
Expire Date:	01/13/1987	Lessee:	TOMMY JACKSON			
Lease Number:	42-0004021/B	Status:	ACTIVE	Recorded:	Book 24	Page 585
Lease Date:	12/14/1976	Lessor:	LANG, JAMES, ET UX			
Expire Date:	12/14/1986	Lessee:	TOMMY JACKSON			
Lease Number:	42-0004022	Status:	ACTIVE	Recorded:	Book 25	Page 543
Lease Date:	02/26/1977	Lessor:	JOE SIKORSKI, JR AND RUTH SIKORSKI			
Expire Date:	02/26/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004023	Status:	ACTIVE	Recorded:	Book 25	Page 539
Lease Date:	02/16/1977	Lessor:	GENTRY, CHARLES, W, ET UX			
Expire Date:	02/15/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004024	Status:	ACTIVE	Recorded:	Book 25	Page 124
Lease Date:	01/21/1977	Lessor:	BROCKSMITH, CHARLES, ET UX			
Expire Date:	01/21/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004025/A	Status:	ACTIVE	Recorded:	Book 25	Page 122
Lease Date:	01/19/1977	Lessor:	LICHTENWALNER, RICHARD E, ET UX			
Expire Date:	01/19/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004026	Status:	ACTIVE	Recorded:	Book 25	Page 770
Lease Date:	03/04/1977	Lessor:	WRIGHT, JIMMY RAY, ET UX			
Expire Date:	03/04/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004027	Status:	ACTIVE	Recorded:	Book 25	Page 765
Lease Date:	03/15/1977	Lessor:	RILEY, MARTIN L, ET UX			
Expire Date:	03/15/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004028	Status:	ACTIVE	Recorded:	Book 25	Page 763
Lease Date:	03/18/1977	Lessor:	KOLOGINCZAK, VICTOR J			
Expire Date:	03/18/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			

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 12-31-08 m.9.
County Clerk
Brazos County, Texas

Doc 00841495 Bk OR Vol 5799 Pg 46

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0004029	Status:	ACTIVE	Recorded:	Book 26	Page 153
Lease Date:	03/30/1977	Lessor:	DIETRICH, RAYMOND A, ET UX			
Expire Date:	03/29/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004030	Status:	ACTIVE	Recorded:	Book 26	Page 4
Lease Date:	03/29/1977	Lessor:	RELIANCE EDUCATIONAL & REC CENTER			
Expire Date:	03/29/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004031	Status:	ACTIVE	Recorded:	Book 26	Page 162
Lease Date:	04/20/1977	Lessor:	LOVELL, ERNEST, ET UX			
Expire Date:	04/20/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004032	Status:	ACTIVE	Recorded:	Book 26	Page 257
Lease Date:	04/25/1977	Lessor:	TYRON CEMETERY			
Expire Date:	04/25/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004033	Status:	ACTIVE	Recorded:	Book 26	Page 246
Lease Date:	04/25/1977	Lessor:	SHAW, JAMES C, ET UX			
Expire Date:	04/25/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004034	Status:	ACTIVE	Recorded:	Book 26	Page 375
Lease Date:	05/12/1977	Lessor:	STEPHENS, GRADY CHARLES, ET UX			
Expire Date:	05/12/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004035	Status:	ACTIVE	Recorded:	Book 26	Page 353
Lease Date:	05/07/1977	Lessor:	NORMAN, GEROGE T III, ET UX			
Expire Date:	05/07/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004036	Status:	ACTIVE	Recorded:	Book# 22	Page# 225
Lease Date:	10/08/1974	Lessor:	BRITTEN, WALTER S, ET AL			
Expire Date:	10/08/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0004037	Status:	ACTIVE	Recorded:	Book 26	Page 344
Lease Date:	05/07/1977	Lessor:	PLANTT, JIMMY G, ET UX			
Expire Date:	05/07/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004038	Status:	ACTIVE	Recorded:	Book 26	Page 370
Lease Date:	05/05/1977	Lessor:	BYNUM, CHESTER D, ET UX			
Expire Date:	05/05/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			

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.
I hereby certify on 12-31-08 at 9:
County Clerk
Brazos County, Texas

Doc 00841495 Bk OR Vol 5799 Pg 47

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0004039	Status:	ACTIVE	Recorded:	Book 26	Page 439
Lease Date:	05/19/1977	Lessor:	THIGPIN, TRAVIS			
Expire Date:	05/18/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004040	Status:	ACTIVE	Recorded:	Book 26	Page 341
Lease Date:	05/07/1977	Lessor:	TUBBS, WALTER, SR, ET UX			
Expire Date:	05/07/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004041	Status:	ACTIVE	Recorded:	Book 26	Page 350
Lease Date:	05/07/1977	Lessor:	LAWSON, JERRY H, ET UX			
Expire Date:	05/07/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004042	Status:	ACTIVE	Recorded:	Book 26	Page 347
Lease Date:	05/07/1977	Lessor:	RUSSELL, WILLIS L, ET UX			
Expire Date:	05/07/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004043	Status:	ACTIVE	Recorded:	Book 26	Page 326
Lease Date:	05/03/1977	Lessor:	MARSH, COLEMAN L, ET UX			
Expire Date:	05/03/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004044	Status:	ACTIVE	Recorded:	Book 26	Page 359
Lease Date:	05/02/1977	Lessor:	BOMNSKIE, FELIX, JR, ET UX			
Expire Date:	05/02/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004045/A	Status:	ACTIVE	Recorded:	Book 31	Page 851
Lease Date:	04/19/1977	Lessor:	GERALD S. PITTS, LTD #1			
Expire Date:	04/19/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004046	Status:	ACTIVE	Recorded:	Book 22	Page 267
Lease Date:	11/25/1974	Lessor:	KLINTWORTH, MORRIS ET UX			
Expire Date:	11/25/1979	Lessee:	PUBLIC LANDS EXPLORATION, INC.			
Lease Number:	42-0004047	Status:	ACTIVE	Recorded:	Book 2450	Page 257
Lease Date:	08/21/1995	Lessor:	CONAWAY, JOSEPHINE			
Expire Date:	08/21/1998	Lessee:	CODY ENERGY, INC.			
Lease Number:	42-0004048/A	Status:	ACTIVE	Recorded:	Book 22	Page 118
Lease Date:	10/04/1974	Lessor:	KLINTWORTH, MRS CLARA E			
Expire Date:	10/04/1979	Lessee:	PUBLIC LANDS EXPLORATION, INC.			

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears of file and recorded in the appropriate records of Brazos County, Texas.
12-31-08 @ 9:
Thereby certify on
County Clerk
Brazos County, Texas

Doc 00841495 Bk OR Vol 5799 Pg 48

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0004048/B	Status:	ACTIVE	Recorded:	Book 37	Page 69
Lease Date:	12/24/1980	Lessor:	KLINTWORTH, MORRIS E, ET AL			
Expire Date:	12/24/1985	Lessee:	GULF OIL CORPORATION			
Lease Number:	42-0004049/A	Status:	ACTIVE	Recorded:	Book 30	Page 616
Lease Date:	01/06/1978	Lessor:	SHIRLEY, MARIE, ET AL			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AA	Status:	ACTIVE	Recorded:	Book 34	Page 218
Lease Date:	01/06/1978	Lessor:	MCDANIEL, ALMA AGNES			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AB	Status:	ACTIVE	Recorded:	Book 34	Page 222
Lease Date:	01/06/1978	Lessor:	MORGAN, ALLIE ALBERTA			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AC	Status:	ACTIVE	Recorded:	Book 34	Page 224
Lease Date:	01/06/1978	Lessor:	SHIRLEY, CRAIG WILSON			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AD	Status:	ACTIVE	Recorded:	Book 34	Page 226
Lease Date:	01/06/1978	Lessor:	PLUNK, RUBY			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AE	Status:	ACTIVE	Recorded:	Book 34	Page 228
Lease Date:	01/06/1978	Lessor:	BAKER, IDA MAE			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AF	Status:	ACTIVE	Recorded:	Book 34	Page 232
Lease Date:	01/06/1978	Lessor:	SHIRLEY, GARLAND			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AG	Status:	ACTIVE	Recorded:	Book 34	Page 441
Lease Date:	01/06/1978	Lessor:	SHERROD, FRANTZ L., ET AL			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AH	Status:	ACTIVE	Recorded:	Book 34	Page 549
Lease Date:	01/06/1978	Lessor:	WINTERS, DORA LEE			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			

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 12-31-03 m.g.
County Clerk
Brazos County, Texas

Doc 00841495 Bk OR 5799 Vol 49 Pg

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0004049/AI	Status:	ACTIVE	Recorded:	Book 34 Page 545
Lease Date:	01/06/1978	Lessor:	BURROW, ERNEST WILSON		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/AJ	Status:	ACTIVE	Recorded:	Book 34 Page 533
Lease Date:	01/06/1978	Lessor:	FAUQUET, WILLIE MARY		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/AK	Status:	ACTIVE	Recorded:	Book# 34 Page# 523
Lease Date:	01/06/1978	Lessor:	EMERSON, DAVID M.		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/AL	Status:	ACTIVE	Recorded:	Book 34 Page 527
Lease Date:	01/06/1978	Lessor:	BODE, CHARLES		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/AM	Status:	ACTIVE	Recorded:	Book 34 Page 529
Lease Date:	01/06/1978	Lessor:	HAMM, RUTH SHERROD		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/AN	Status:	ACTIVE	Recorded:	Book 34 Page 643
Lease Date:	01/06/1978	Lessor:	EMERSON, LYNN		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/AO	Status:	ACTIVE	Recorded:	Book 34 Page 705
Lease Date:	01/06/1978	Lessor:	YOWELL, FAYE R.		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/AP	Status:	ACTIVE	Recorded:	Book 34 Page 703
Lease Date:	01/06/1978	Lessor:	GREEN, FRANCES EVELY PARKER		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/AQ	Status:	ACTIVE	Recorded:	Book 34 Page 715
Lease Date:	01/06/1978	Lessor:	TENNY, JUANITA DORIS		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/AR	Status:	ACTIVE	Recorded:	Book 35 Page 6
Lease Date:	01/06/1978	Lessor:	KEMP, ANNA M.		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		

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 12-31-03 m.
County Clerk:
Brazos County, Texas

Doc 00841495 Bk OR 5799 Vol 50 Pg

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0004049/AS	Status:	ACTIVE	Recorded:	Book 35	Page 49
Lease Date:	01/06/1978	Lessor:	WALKER, SHIRLEY MOZELLE			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AT	Status:	ACTIVE	Recorded:	Book 35	Page 57
Lease Date:	01/06/1978	Lessor:	PARKER, EZEKIEL DAVIS			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AU	Status:	ACTIVE	Recorded:	Book 35	Page 55
Lease Date:	01/06/1978	Lessor:	PARKER, FRANCES ELIZABETH BESSIE			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AV	Status:	ACTIVE	Recorded:	Book 35	Page 51
Lease Date:	01/06/1978	Lessor:	PARKER, KENNETH L.			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AW	Status:	ACTIVE	Recorded:	Book 35	Page 47
Lease Date:	01/06/1978	Lessor:	COLLINS, SHARON			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AX	Status:	ACTIVE	Recorded:	Book 35	Page 45
Lease Date:	01/06/1978	Lessor:	PUGH, STELLA MAE PARKER			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AY	Status:	ACTIVE	Recorded:	Book 35	Page 43
Lease Date:	01/06/1978	Lessor:	BATON, LOLA, ET AL			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AZ	Status:	ACTIVE	Recorded:	Book 35	Page 147
Lease Date:	01/06/1978	Lessor:	BARKER, CONNIE FERN			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/B	Status:	ACTIVE	Recorded:	Book 31	Page 1
Lease Date:	01/06/1978	Lessor:	LONCHAR, ANNIE, ET AL			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/BA	Status:	ACTIVE	Recorded:	Book 34	Page 171
Lease Date:	01/06/1978	Lessor:	ESTES, MADIA WILLIS			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			

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 12-31-03 m.9.
Karen McKinney
County Clerk
Brazos County, Texas

Doc 00841495 Bk OR Vol 5799 Pg 51

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0004049/BB	Status:	ACTIVE	Recorded:	Book 35 Page 435
Lease Date:	01/06/1978	Lessor:	SHIRLEY, ARCHIE POPE		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/BC	Status:	ACTIVE	Recorded:	Book 38 Page 494E
Lease Date:	11/15/1979	Lessor:	BORISKIE, FRANK		
Expire Date:	11/15/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/BD	Status:	ACTIVE	Recorded:	Book 35 Page 421
Lease Date:	01/06/1978	Lessor:	BURROW, TOM WEILEY		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/C	Status:	ACTIVE	Recorded:	Book 31 Page 3
Lease Date:	01/06/1978	Lessor:	SHIRLEY, LEWIS, ET AL		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/D	Status:	ACTIVE	Recorded:	Book 31 Page 259
Lease Date:	01/06/1978	Lessor:	SHIRLEY, LUTHER, ET AL		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/E	Status:	ACTIVE	Recorded:	Book 31 Page 261
Lease Date:	01/06/1978	Lessor:	PARRISH, L.E., ET AL		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/F	Status:	ACTIVE	Recorded:	Book 31 Page 712
Lease Date:	01/06/1978	Lessor:	ALLISON, ROY E., ET AL		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/G	Status:	ACTIVE	Recorded:	Book 31 Page 714
Lease Date:	01/06/1978	Lessor:	EMERSON, A.S., ET AL		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/H	Status:	ACTIVE	Recorded:	Book 32 Page 21
Lease Date:	01/06/1978	Lessor:	WHITE, MRS. FLOYCE		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/I	Status:	ACTIVE	Recorded:	Book# 32 Page# 25
Lease Date:	01/06/1978	Lessor:	NEWBY, MRS. DORIS		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears of the official records in the appropriate recorder's office of Brazos County, Texas
Thereby certify on 10-31-03 m.g.
County Clerk
Brazos County, Texas

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EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0004049/J	Status:	ACTIVE	Recorded:	Book 32	Page 33
Lease Date:	01/06/1978	Lessor:	SHERROD, MILTON			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/K	Status:	ACTIVE	Recorded:	Book 32	Page 35
Lease Date:	01/06/1978	Lessor:	WILSON, DELORES, GUARDIAN FOR R. SMITH			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/L	Status:	ACTIVE	Recorded:	Book 32	Page 759
Lease Date:	01/06/1978	Lessor:	SESSOM, ERNEST EUGENE			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/M	Status:	ACTIVE	Recorded:	Book 33	Page 480
Lease Date:	01/06/1978	Lessor:	BRISBON, GLENN (BUCK)			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/N	Status:	ACTIVE	Recorded:	Book 33	Page 482
Lease Date:	01/06/1978	Lessor:	WATTS, DONALD, EXEC OF EST OF J.T. WATTS			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/O	Status:	ACTIVE	Recorded:	Book 33	Page 486
Lease Date:	01/06/1978	Lessor:	HICKS, VERA BRISBON			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/P	Status:	ACTIVE	Recorded:	Book 33	Page 488
Lease Date:	01/06/1978	Lessor:	LOTSPEICH, EUNICE BRISBON			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/Q	Status:	ACTIVE	Recorded:	Book 33	Page 484
Lease Date:	01/06/1978	Lessor:	TINSLEY, MRS. HOWARD (CYNTHIA)			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/R	Status:	ACTIVE	Recorded:	Book 33	Page 513
Lease Date:	01/06/1978	Lessor:	PUTNEY, VERA BRISBON			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/S	Status:	ACTIVE	Recorded:	Book 33	Page 617
Lease Date:	01/06/1978	Lessor:	SHIRLEY, MILTON, JR, ET AL			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			

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 12-31-03 m.9.
Karen McLean
County Clerk
Brazos County, Texas

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EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0004049/T	Status:	ACTIVE	Recorded:	Book 33 Page 645
Lease Date:	01/06/1978	Lessor:	SHIRLEY, CARL WILSON		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/U	Status:	ACTIVE	Recorded:	Book# 34 Page# 9
Lease Date:	01/06/1978	Lessor:	SHIRLEY, WYLIE J.		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/V	Status:	ACTIVE	Recorded:	Book 34 Page 11
Lease Date:	01/06/1978	Lessor:	COUCH, RUTH BRISBON		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/W	Status:	ACTIVE	Recorded:	Book 34 Page 208
Lease Date:	01/06/1978	Lessor:	SHIRLEY, JESSE DUEL		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/X	Status:	ACTIVE	Recorded:	Book 34 Page 212
Lease Date:	01/06/1978	Lessor:	SHIRLEY, JAMES ANDREWS		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/Y	Status:	ACTIVE	Recorded:	Book 34 Page 214
Lease Date:	01/06/1978	Lessor:	TURNER, ELIZABETH		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/Z	Status:	ACTIVE	Recorded:	Book 34 Page 216
Lease Date:	01/06/1978	Lessor:	ELLIS, SADIE		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004050	Status:	ACTIVE	Recorded:	Book 27 Page 660
Lease Date:	08/18/1977	Lessor:	PRESLEY, JAMES M., ET UX		
Expire Date:	08/18/1982	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004051	Status:	ACTIVE	Recorded:	Book 27 Page 655
Lease Date:	07/22/1977	Lessor:	WATTS, WILLIAM L, ET UX		
Expire Date:	07/22/1982	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004052	Status:	ACTIVE	Recorded:	Book 28 Page 677
Lease Date:	11/11/1977	Lessor:	EPPS, GARY L, ET UX		
Expire Date:	11/11/1982	Lessee:	JORDAN ENGINEERING, INC.		

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 12-31-03 m.g.
County Clerk
Brazos County, Texas

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EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0004053	Status:	ACTIVE	Recorded:	Book 28 Page 472
Lease Date:	10/05/1977	Lessor:	WENDT, DR. DENNIS, ET UX		
Expire Date:	10/05/1982	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004054/A	Status:	ACTIVE	Recorded:	Book# 28 Page# 517
Lease Date:	09/28/1977	Lessor:	WILKE, ROBERT A, ET UX		
Expire Date:	09/28/1982	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004055/A	Status:	ACTIVE	Recorded:	Book 32 Page 437
Lease Date:	10/21/1977	Lessor:	WILKE, ROBERT A, ET UX		
Expire Date:	10/21/1982	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004056	Status:	ACTIVE	Recorded:	Book 28 Page 366
Lease Date:	09/08/1977	Lessor:	BINGHAM, MELVIN M, ET UX		
Expire Date:	09/08/1982	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004057	Status:	ACTIVE	Recorded:	Book 29 Page 1
Lease Date:	11/22/1977	Lessor:	NUTT, IVIE RAY, ET UX		
Expire Date:	11/22/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004058	Status:	ACTIVE	Recorded:	Book 29 Page 735
Lease Date:	12/06/1977	Lessor:	BEWLEY, ROBERT C, ET UX		
Expire Date:	12/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004059	Status:	ACTIVE	Recorded:	Book 34 Page 633
Lease Date:	06/11/1979	Lessor:	WATSON, JR, DR. J, ET UX		
Expire Date:	06/11/1982	Lessee:	PETROMARK MINERALS, INC.		
Lease Number:	42-0004062	Status:	ACTIVE	Recorded:	Book 2703 Page# 66
Lease Date:	08/06/1996	Lessor:	ST TX #M-97474		
Expire Date:	08/06/1999	Lessee:	CODY ENERGY, INC.		
Lease Number:	42-0004063	Status:	ACTIVE	Recorded:	Book 27 Page 386
Lease Date:	04/22/1977	Lessor:	JONES, EDMUND E SR, ET AL		
Expire Date:	09/22/1977	Lessee:	L R HOSKINS		
Lease Number:	42-0004064	Status:	ACTIVE	Recorded:	Book 709 Page 763
Lease Date:	06/01/1984	Lessor:	TAUBER, O J, SR.		
Expire Date:	06/01/1985	Lessee:	GULF OIL CORPORATION		

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 12-31-03 m.9.
Karen McLean
County Clerk
Brazos County, Texas

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EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0004297	Status:	ACTIVE	Recorded:	Book 22 Page 461
Lease Date:	12/09/1975	Lessor:	LANG, RAYMOND IAN		
Expire Date:	12/09/1980	Lessee:	C.R.HARDY		
Lease Number:	42-0004298	Status:	ACTIVE	Recorded:	Book 22 Page 444
Lease Date:	12/09/1975	Lessor:	GUERRERO, PAMELA LANG, ET VIR		
Expire Date:	12/09/1980	Lessee:	C.R.HARDY		
Lease Number:	42-0004299	Status:	ACTIVE	Recorded:	Book 22 Page 441
Lease Date:	12/09/1975	Lessor:	LANG, JAMES, ET UX		
Expire Date:	12/09/1980	Lessee:	C.R.HARDY		
Lease Number:	42-0004517/A	Status:	ACTIVE	Recorded:	Book 4226 Page 239
Lease Date:	06/12/2001	Lessor:	ROLAND, LYNETTE CHEATHAM		
Expire Date:	06/12/	Lessee:	OGDEN RESOURCES CORPORATION		
Lease Number:	42-0004517/B	Status:	ACTIVE	Recorded:	Book 4226 Page 242
Lease Date:	06/12/2001	Lessor:	FRAME, BILL G. ET UX		
Expire Date:	06/12/	Lessee:	OGDEN RESOURCES CORPORATION		
Lease Number:	42-0004517/C	Status:	ACTIVE	Recorded:	Book 4226 Page 245
Lease Date:	06/12/2001	Lessor:	SIKES, JANE FRAME		
Expire Date:	06/12/	Lessee:	OGDEN RESOURCES CORPORATION		
Lease Number:	42-0004517/D	Status:	ACTIVE	Recorded:	Book 4248 Page 217
Lease Date:	06/12/2001	Lessor:	BEASLEY, WILLIAM LOUIS		
Expire Date:	06/12/	Lessee:	OGDEN RESOURCES CORPORATION		
Lease Number:	42-0004518	Status:	ACTIVE	Recorded:	Book 4226 Page 248
Lease Date:	06/25/2001	Lessor:	HOPPER, JOHN PAUL		
Expire Date:	06/25	Lessee:	OGDEN RESOURCES CORPORATION		
Lease Number:	42-0004519	Status:	ACTIVE	Recorded:	Book 5302 Page 138
Lease Date:	04/15/2003	Lessor:	ST OF TX M-102980		
Expire Date:	04/15/	Lessee:	PATTERSON PETROLEUM LP		
Lease Number:	42-0004520	Status:	ACTIVE	Recorded:	Book 4106 Page 332
Lease Date:	03/25/2001	Lessor:	GOTTSELIG, JOE B		
Expire Date:	03/25/	Lessee:	HOLLEY OIL COMPANY, LLC		

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 12-31-03 A.D.
Karen McAllen
County Clerk
Brazos County, Texas

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EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0004521	Status:	ACTIVE	Recorded:	Book 4115 Page 158
Lease Date:	03/22/2001	Lessor:	VITULLI, CAROLYN A., TRUSTEE		
Expire Date:	03/22	Lessee:	HOLLEY OIL COMPANY, LLC		
Lease Number:	42-0004522	Status:	ACTIVE	Recorded:	Book 4063 Page 233
Lease Date:	01/18/2001	Lessor:	LENZ, OLIIE T ET UX		
Expire Date:	01/18	Lessee :	HOLLEY OIL COMPANY, LLC		
Lease Number:	42-0004523	Status:	ACTIVE	Recorded:	Book 4000 Page 42
Lease Date:	11/27/2000	Lessor:	MARSH, J. E.		
Expire Date:	11/27	Lessee:	HOLLEY OIL COMPANY, LLC		
Lease Number:	42-0004524	Status:	ACTIVE	Recorded:	Book 3652 Page 128
Lease Date:	10/26/1999	Lessor:	POTTS, JUDITH ANDERT		
Expire Date:	10/26	Lessee:	UNION PACIFIC RESOURCES COMPANY		
Lease Number:	42-0004525	Status:	ACTIVE	Recorded:	Book 4000 Page 38
Lease Date:	11/14/2000	Lessor:	DABBS, DON ET UX		
Expire Date:	11/14	Lessee:	HOLLEY OIL COMPANY, LLC		
Lease Number:	42-0004526	Status:	ACTIVE	Recorded:	Book 4063 Page 236
Lease Date:	10/10/2000	Lessor:	HOYT, MARION H ET UX		
Expire Date:	10/10	Lessee:	HOLLEY OIL COMPNAY, LLC		
Lease Number:	42-0004527	Status:	ACTIVE	Recorded:	Book 4462 Page 223
Lease Date:	01/04/2002	Lessor:	MARSH, JOHN E, JR ET UX,		Book 4471 Page 275 (AMENDED)
Expire Date:	01/04	Lessee:	PATTERSON PETROLEUM LP, LTD PARTNERSHIP		
Lease Number:	42-0004528	Status:	ACTIVE	Recorded:	Book 4462 Page 229
Lease Date:	01/08/2002	Lessor:	WITHROW, BEVERLY A, AGT & A-I-F		
Expire Date:	01/08	Lessee:	PATTERSON PETROLEUM LP, LTD PARTNERSHIP		
Lease Number:	42-0004529	Status:	ACTIVE	Recorded:	Book 4061 Page 341
Lease Date:	09/20/2000	Lessor:	MIZE, EDWARD N, ET UX		
Expire Date:	09/20	Lessee:	PATTERSON PETROLEUM LP, LTD PARTNERSHIP		
Lease Number:	42-0004530	Status:	ACTIVE	Recorded:	Book 4209 Page 302
Lease Date:	06/14/2001	Lessor:	MELESKY, KENNETH W, ET UX		
Expire Date:	06/14	Lessee:	PATTERSON PETROLEUM LP, LTD PARTNERSHIP		
Lease Number:	42-0004531	Status:	ACTIVE	Recorded:	Book 4316 Page 194

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 12-31-03 mg.
County Clerk
Brazos County, Texas

Doc 00841495 Bk OR Vol 5799 Pg 57

EXHIBIT "A" Property Schedule - Part I

Lease Number:	42-0004531	Status:	ACTIVE	Recorded:	Book 4316	Page 194
Lease Date:	08/27/2001	Lessor:	MELESKY, KENNETH WAYNE, JR, ET UX			
Expire Date:	08/27	Lessee:	PATTERSON PETROLEUM LP, LTD PARTNERSHIP			
Lease Number:	42-0004532	Status:	ACTIVE	Recorded:	Book 4593	Page 240
Lease Date:	03/06/2002	Lessor:	VITULLI, CAROLYN A, TTE			
Expire Date:	03/06	Lessee:	PATTERSON PETROLEUM LP, LTD PARTNERSHIP			
Lease Number:	42-0004533	Status:	ACTIVE	Recorded:	Book 4593	Page 236
Lease Date:	03/06/2002	Lessor:	GOTTSELIG, JOE B			
Expire Date:	03/06	Lessee:	PATTERSON PETROLEUM LP, LTD PARTNERSHIP			
Lease Number:	240029-000	Status:	ACTIVE	Recorded:	Book 22	Page 783
Lease Date:	07/20/1976	Lessor:	BEULAH YEAGER			
Expire Date:	07/20/2099	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD.			
Lease Number:	240231-000	Status:	ACTIVE	Recorded:	Book 26	Page 420
Lease Date:	05/03/1977	Lessor:	CLAUDE W. ROSIER ET UX			
Expire Date:	05/03/2099	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD.			
Lease Number:	TX01080001/ROW	Status:	ACTIVE	Recorded:		
Lease Date:	05/20/1980	Lessor:	LEONARD, C A			
Expire Date:	09/25/2099	Lessee:	HAWN BROTHERS			
Lease Number:	TX01090001/SUR	Status:	ACTIVE	Recorded:	Book 756	Page 1
Lease Date:	06/01/1984	Lessor:	ODOM, W F			
Expire Date:	06/01/2099	Lessee:	GULF OIL CORPORATION			
Lease Number:	TX01090003/SUR	Status:	ACTIVE	Recorded:	Book 523	Page 602
Lease Date:	04/15/1981	Lessor:	LLOYD, GERTRUDE J ET AL			
Expire Date:	04/15/2099	Lessee:	GULF OIL CORP.			
Lease Number:	TX01090004/SUR	Status:	ACTIVE	Recorded:	Book 755	Page 826
Lease Date:	06/01/1984	Lessor:	JONES, EDELWEISS KOPPE			
Expire Date:	06/01/2099	Lessee:	GULF OIL COMPANY USA			
Lease Number:	TX01090005/ROW	Status:	ACTIVE	Recorded:	Book 1852	Page 322
Lease Date:	04/30/1992	Lessor:	BARRETT, DELVIN R			
Expire Date:	07/30/2075	Lessee:	MERIT ENERGY COMPANY			

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears of record in the
appropriate records of Brazos County, Texas
Thereby certify on 12-31-03
County Clerk
Brazos County, Texas

Doc 00841495 Bk OR Vol 5799 Pg 58

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EXHIBIT "A" Property Schedule - Part I

Lease Number:	TX0109002A/SUR	Status:	ACTIVE	Recorded:	Book 755	Page 815
Lease Date:	06/01/1984	Lessor:	BROWN, MARGARET SHEALY			
Expire Date:	06/01/2099	Lessee:	GULF OIL CORP			
Lease Number:	TX0109002B/SUR	Status:	ACTIVE	Recorded:	Book 755	Page 808
Lease Date:	06/01/1984	Lessor:	BARRETT, W P JR			
Expire Date:	06/01/2099	Lessee:	GULF OIL CORP			
Lease Number:	TX0109002C/SUR	Status:	ACTIVE	Recorded:	Book 756	Page 9
Lease Date:	06/01/1984	Lessor:	SHEALY, HAROLD N			
Expire Date:	06/01/2099	Lessee:	GULF OIL CORP			
Lease Number:	TX0109002D/SUR	Status:	ACTIVE	Recorded:	Book 756	Page 15
Lease Date:	06/01/1984	Lessor:	SHEALY, MARVIN			
Expire Date:	06/01/2099	Lessee:	GULF OIL CORP			
Lease Number:	TX0109002E/SUR	Status:	ACTIVE	Recorded:	Book 756	Page 21
Lease Date:	06/01/1984	Lessor:	SHEALY, GRACE E			
Expire Date:	06/01/2099	Lessee:	GULF OIL CORP			
Lease Number:	TX0109002F/SUR	Status:	ACTIVE	Recorded:	Book 756	Page 37
Lease Date:	06/01/1984	Lessor:	WOODS, MARY ANN			
Expire Date:	06/01/2099	Lessee:	GULF OIL CORP			
Lease Number:	TX0109002G/SUR	Status:	ACTIVE	Recorded:	Book 755	Page 846
Lease Date:	06/01/1984	Lessor:	LINDSEY, ERCEL L			
Expire Date:	06/01/2099	Lessee:	GULF OIL CORP			
Lease Number:	TX0109002H/SUR	Status:	ACTIVE	Recorded:	Book 755	Page 841
Lease Date:	06/01/1984	Lessor:	ESTATE OF JOHN V LINDSEY			
Expire Date:	06/01/2099	Lessee:	GULF OIL CORP			
Lease Number:	TX0109002I/SUR	Status:	ACTIVE	Recorded:	Book 755	Page 836
Lease Date:	06/01/1984	Lessor:	LINDSEY, RALPH E			
Expire Date:	06/01/2099	Lessee:	GULF OIL CORP			
Lease Number:	TX0109002J/SUR	Status:	ACTIVE	Recorded:	Book 755	Page 831
Lease Date:	06/01/1984	Lessor:	LINDSEY, WILLIAM H			
Expire Date:	06/01/2099	Lessee:	GULF OIL CORP			

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 12-31-03 m.g.
County Clerk:
Brazos County, Texas

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Doc 00841495 Bk OR Vol 5799 Pg 59

EXHIBIT "A" Property Schedule - Part II

ARTESIA	API	Rsv Cat	PROPNAME	RESERVOIR	COUNTY	WI (%)	NRI (%)
421298001001	42041304050000	01PDP	BGRS #2	BUDA	BRAZOS	19.65819	14.91064
421251001001	42041305430000	01PDP	COTTON UNIT II-1	AUSTIN CHALK SAND	BRAZOS	25.75000	00.00000
421249001001	42041311710000	01PDP	FEATHERCREST #1	AUSTIN CHALK SAND	BRAZOS	25.75000	20.50799
421150001001	42041319560000	01PDP	FEATHERCREST FARMS #1	BUDA-GEORGETOWN	BRAZOS	36.00000	29.33000
421447001001	42041319500000	01PDP	FRIDEL #1	BUDA-GEORGETOWN	BRAZOS	37.20000	29.02000
421250001001	42041305100000	01PDP	GILPIN UNIT II-#1	AUSTIN CHALK SAND	BRAZOS	25.75000	20.41293
421243003001	42041304390000	01PDP	HOLLAND UNIT I-#1	WOODBINE	BRAZOS	09.57900	08.03410
421243092001	42041305250000	01PDP	KWU #1041; COTTON I-I	WOODBINE	BRAZOS	25.34176	20.68739
421243093001	42041305120000	01PDP	KWU #1051; WILSON VI-1	WOODBINE	BRAZOS	25.34176	19.62758
421243094001	42041300670000	01PDP	KWU #1061; SCHRAM I-1	WOODBINE	BRAZOS	25.34176	20.07432
421243095001	42041312890000	01PDP	KWU #1062	WOODBINE B	BRAZOS	25.34176	20.07432
421243096001	42041300690000	01PDP	KWU #1071; ODOM I-1	WOODBINE	BRAZOS	25.34176	20.33334
421243097001	42041311620000	01PDP	KWU #1072	WOODBINE B	BRAZOS	25.34176	20.33334
421243099001	42041314930000	01PDP	KWU #1075	WOODBINE	BRAZOS	25.34176	20.33334
421243100001	42041303110000	01PDP	KWU #1081; DRB III-1	WOODBINE B & C	BRAZOS	25.34176	20.37802
421243101001	42041315320000	01PDP	KWU #1083	WOODBINE C	BRAZOS	25.34176	20.37802
421243102001	42041314940000	01PDP	KWU #1084	WOODBINE B & C	BRAZOS	25.34176	20.37802
421243179001	42041300780000	01PDP	KWU #1091; DRB II-1	WOODBINE	BRAZOS	25.34176	20.30365
421243105001	42041315680000	01PDP	KWU #1091-R; DRB II-1	WOODBINE C	BRAZOS	25.34176	20.30365
421243103001	42041311730000	01PDP	KWU #1092	WOODBINE C	BRAZOS	25.34176	20.30365
421243104001	42041314800000	01PDP	KWU #1093	WOODBINE C	BRAZOS	25.34176	20.30365
421243106001	42041303100000	01PDP	KWU #1101; SMITH I-1	WOODBINE C	BRAZOS	25.34176	21.98020
421243108001	42041312870000	01PDP	KWU #1103	WOODBINE B & C	BRAZOS	25.34176	21.98020
421243109001	42041318520000	01PDP	KWU #1104	WOODBINE C	BRAZOS	25.34176	21.98020
421243110001	42041318560000	01PDP	KWU #1105	WOODBINE B & C	BRAZOS	25.34176	21.98020
421243111001	42041303340000	01PDP	KWU #1111; SMITH II-1	WOODBINE	BRAZOS	25.34176	21.98020
421243112001	42041313030000	01PDP	KWU #1112	WOODBINE	BRAZOS	25.34176	21.98020
421243114001	42041303590000	01PDP	KWU #1131; SMITH IV-1	WOODBINE	BRAZOS	25.34176	22.72594
421243116001	42041304930000	01PDP	KWU #1221; SCHRAM III	WOODBINE B & C	BRAZOS	25.34176	20.07533
421243117001	42041312900000	01PDP	KWU #1222	WOODBINE B	BRAZOS	25.34176	20.07533
421243118001	42041300700000	01PDP	KWU #1231; ODOM II-1	WOODBINE C	BRAZOS	25.34176	20.76871
421243120001	42041314810000	01PDP	KWU #1233	WOODBINE B & C	BRAZOS	25.34176	20.76871
421243121001	42041300760000	01PDP	KWU #1241; FEATHERCREST	WOODBINE C	BRAZOS	25.34176	20.82203
421243122001	42041314600000	01PDP	KWU #1242	WOODBINE B	BRAZOS	25.34176	20.82203
421243180001	42041303140000	01PDP	KWU #1251; LLOYD I-1	WOODBINE	BRAZOS	25.34176	20.20106
421243124001	42041316120000	01PDP	KWU #1251-R; LLOYD I-1	WOODBINE C	BRAZOS	25.34176	20.20106
421243125001	42041303420000	01PDP	KWU #1261; VAVRA, B I-1	WOODBINE B & C	BRAZOS	25.34176	21.73257
421243129001	42041314910000	01PDP	KWU #1265	WOODBINE B & C	BRAZOS	25.34176	21.73257
421243132001	42041304300000	01PDP	KWU #1281; BAKER I-1	WOODBINE C	BRAZOS	25.34176	21.98020
421243133001	42041304310000	01PDP	KWU #1282; BAKER I-2	WOODBINE C	BRAZOS	25.34176	21.98020
421243145001	42041314850000	01PDP	KWU #1290	WOODBINE C	BRAZOS	25.34176	20.50790
421243181001	42041300750000	01PDP	KWU #1291 JERU I-1	WOODBINE	BRAZOS	25.34176	20.50790
421243134001	42041303130000	01PDP	KWU #1292; JERU II	WOODBINE C	BRAZOS	25.34176	20.50790
421243135001	42041303630000	01PDP	KWU #1293; JERU III	WOODBINE C & D	BRAZOS	25.34176	20.50790
421243139001	42041305460000	01PDP	KWU #1297; JERU VII	WOODBINE B & C	BRAZOS	25.34176	20.50790
421243141001	42041305470000	01PDP	KWU #1299; JERU IX	WOODBINE B & C	BRAZOS	25.34176	20.50790
421243149001	42041300680000	01PDP	KWU #1311; BUCHANAN I	WOODBINE B & C	BRAZOS	25.34176	20.36925
421243150001	42041312860000	01PDP	KWU #1312	WOODBINE B	BRAZOS	25.34176	20.36925
421243151001	42041318660000	01PDP	KWU #1313	WOODBINE B & C	BRAZOS	25.34176	20.36925
421243152001	42041304530000	01PDP	KWU #1321; SCHRAM II-1	WOODBINE B & C	BRAZOS	25.34176	20.11456
421243153001	42041303290000	01PDP	KWU #1331; ENDLER I-1	WOODBINE B	BRAZOS	25.34176	20.07533
421243155001	42041304140000	01PDP	KWU #1351; SIKORSKI II	WOODBINE	BRAZOS	25.34176	21.37007
421243157001	42041303780000	01PDP	KWU #1371; GARRETT I-1	WOODBINE C & D	BRAZOS	25.34176	23.03296
421243158001	42041303450000	01PDP	KWU #1381; GARRETT-WILSON	WOODBINE C & D	BRAZOS	25.34176	22.35856
421243159001	42041317200000	01PDP	KWU #1382	WOODBINE B & C	BRAZOS	25.34176	22.35856
421243160001	42041303550000	01PDP	KWU #1411; METZER I-1	WOODBINE C & D	BRAZOS	25.34176	21.26947
421243162001	42041305110000	01PDP	KWU #1451; BRIT BUR III	WOODBINE C	BRAZOS	25.34176	20.68388
421243163001	42041303560000	01PDP	KWU #1461; GARRETT-WILSON II	WOODBINE B & C	BRAZOS	25.34176	20.53129

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 12-31-08 m.g.

Karen McKeen
County Clerk
Brazos County, Texas

KurtenExhA-Wells.xls

Doc 00841495 Bk OR Vol 5799 Pg 60

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EXHIBIT "A" Property Schedule - Part II

ARTESIA	API	Rsv Cat	PROPNAME	RESERVOIR	COUNTY	WI (%)	NRI (%)
421243164001	42041300730000	01PDP	KWU #1481; TATUM I-1	WOODBINE C	BRAZOS	25.34176	19.97221
421243167001	42041303380000	01PDP	KWU #1491; TATUM II-1	WOODBINE	BRAZOS	25.34176	20.70363
421243168001	42041303660000	01PDP	KWU #1501; TATUM IV-1	WOODBINE C	BRAZOS	25.34176	18.07728
421243173001	42041305300000	01PDP	KWU #1561; WILSON V-1	WOODBINE C	BRAZOS	25.34176	19.22874
421243174001	42041304600000	01PDP	KWU #1591; WILSON I-1	WOODBINE C	BRAZOS	25.34176	19.34709
421243175001	42041303670000	01PDP	KWU #1611; TATUM V-1	WOODBINE C & D	BRAZOS	25.34176	18.23709
421243177001	42041303520000	01PDP	KWU #1621; TATUM III-1	WOODBINE	BRAZOS	25.34176	19.76665
421243178001	42041304340000	01PDP	KWU #1691; TATUM VI-1	WOODBINE C	BRAZOS	25.34176	17.70150
421243172001	42041304380000	01PDP	KWU #1771 TR 52-1; CONLEE I-1	WOODBINE	BRAZOS	25.34176	20.77194
421243144001	42041314820000	01PDP	KWU #2292	WOODBINE C	BRAZOS	25.34176	20.50790
421243146001	42041314920000	01PDP	KWU #2293	WOODBINE B & C	BRAZOS	25.34176	20.50790
421243147001	42041317210000	01PDP	KWU #2295	WOODBINE B & C	BRAZOS	25.34176	20.50790
421243010001	42041305240000	01PDP	KWU #3021; SMITH, R II-1	WOODBINE	BRAZOS	25.34176	20.76203
421243011001	42041304280000	01PDP	KWU #3061; DANSBY I-1	WOODBINE E	BRAZOS	25.34176	20.17780
421243012001	42041305370000	01PDP	KWU #3141; WARREN I-1	WOODBINE C	BRAZOS	25.34176	21.18723
421243013001	42041305860000	01PDP	KWU #3171; WARREN II-1	WOODBINE	BRAZOS	25.34176	21.83474
421243014001	42041305390000	01PDP	KWU #3181; SHEALY III-1	WOODBINE B	BRAZOS	25.34176	21.18621
421243016001	42041303750000	01PDP	KWU #3221; HUMPHRIES II	WOODBINE	BRAZOS	25.34176	23.80571
421243017001	42041303770000	01PDP	KWU #3231; BGRS I-1	WOODBINE C & D	BRAZOS	25.34176	15.36048
421243018001	42041304560000	01PDP	KWU #3233; BGRS III-1	WOODBINE	BRAZOS	25.34176	15.36048
421243020001	42041304450000	01PDP	KWU #3235; BGRS V-1	WOODBINE C & D	BRAZOS	25.34176	15.36048
421243021001	42041305280000	01PDP	KWU #3236; BGRS VI-1	WOODBINE	BRAZOS	25.34176	15.36048
421243022001	42041305030000	01PDP	KWU #3241-I; RILEY I-1	WOODBINE B	BRAZOS	25.34176	21.98329
421243023001	42041304900000	01PDP	KWU #3261; CARGILL I-1	WOODBINE	BRAZOS	25.34176	23.11477
421243024001	42041305190000	01PDP	KWU #3271; GIBBS BROS I	WOODBINE C	BRAZOS	25.34176	19.41926
421243026001	42041304750000	01PDP	KWU #3311; GARLAND I-1	WOODBINE C	BRAZOS	25.34176	19.24223
421243027001	42041305310000	01PDP	KWU #3321; MOORE I-1	WOODBINE E	BRAZOS	25.34176	20.49671
421243029001	42041304420000	01PDP	KWU #3341; ODOM, W F I	WOODBINE	BRAZOS	25.34176	20.33110
421243030001	42041304490000	01PDP	KWU #3351; CONNER I-1	WOODBINE	BRAZOS	25.34176	20.07533
421243031001	42041305090000	01PDP	KWU #3391; BUSEY I-1	WOODBINE B & C	BRAZOS	25.34176	22.29706
421243032001	42041305080000	01PDP	KWU #3401; KINDT, L I-1	WOODBINE B & C & D	BRAZOS	25.34176	22.47373
421243033001	42041303930000	01PDP	KWU #3411-I; SHEALY I-1	WOODBINE B & C & D	BRAZOS	25.34176	21.90114
421243034001	42041304850000	01PDP	KWU #3421-I; SHEALY II-1	WOODBINE B	BRAZOS	25.34176	21.89394
421243036001	42041303920000	01PDP	KWU #3431; HOWARD,S A I	WOODBINE B & C & D	BRAZOS	25.34176	19.08069
421243037001	42041308500000	01PDP	KWU #3441-R; VEAZEY I-1	WOODBINE B	BRAZOS	25.34176	21.97464
421243038001	42041304320000	01PDP	KWU #3451-I; ROSS II-1	WOODBINE B	BRAZOS	25.34176	21.57263
421243039001	42041304000000	01PDP	KWU #3461; ROSS I-1	WOODBINE B	BRAZOS	25.34176	21.98329
421243040001	42041304290000	01PDP	KWU #3471; DUBOSE I-1	WOODBINE B	BRAZOS	25.34176	20.80553
421243041001	42041304200000	01PDP	KWU #3481; RUFFINO I-1	WOODBINE	BRAZOS	25.34176	21.98329
421243042001	42041304200000	01PDP	KWU #3482; RUFFINO I-1	WOODBINE B	BRAZOS	25.34176	21.98329
421243043001	42041304180000	01PDP	KWU #3491; POTTS I-1	WOODBINE B	BRAZOS	25.34176	21.98329
421243045001	42041304210000	01PDP	KWU #3501-INJ; POTTS II-1	WOODBINE B	BRAZOS	25.34176	21.93715
421243046001	42041304440000	01PDP	KWU #3511; KOLOGINCZAK	WOODBINE	BRAZOS	25.34176	21.98329
421243047001	42041304430000	01PDP	KWU #3521; CONLEE II-1	WOODBINE	BRAZOS	25.34176	20.76062
421243048001	42041304500000	01PDP	KWU #3531; ROYAL OAKS	WOODBINE C	BRAZOS	25.34176	17.49235
421243049001	42041304520000	01PDP	KWU #3541; DIETRICH I-1	WOODBINE D	BRAZOS	25.34176	21.39423
421243050901	42041305000000	01PDP	KWU #3551-INJ; CONWAY I-1	WOODBINE	BRAZOS	25.34176	18.15894
421243051001	42041304610000	01PDP	KWU #3561; JARVIS EST I	WOODBINE C	BRAZOS	25.34176	20.90665
421243052001	42041304980000	01PDP	KWU #3571; LENZ II-1	WOODBINE B	BRAZOS	25.34176	20.75971
421243053001	42041304890000	01PDP	KWU #3591; GILPIN I-1	WOODBINE E	BRAZOS	25.34176	20.09881
421243054001	42041304590000	01PDP	KWU #3621; HALL I-1	WOODBINE	BRAZOS	25.34176	20.31466
421243055001	42041304970000	01PDP	KWU #3631; LANG III-1	WOODBINE B & C	BRAZOS	25.34176	19.23436
421243056001	42041304580000	01PDP	KWU #3641; W F ODOM III	WOODBINE B	BRAZOS	25.34176	20.37160
421243057001	42041304870000	01PDP	KWU #3651; WEST I-1	WOODBINE B & C	BRAZOS	25.34176	20.92703
421243058001	42041300770000	01PDP	KWU #3661; DRB I-1	WOODBINE E	BRAZOS	25.34176	20.10271
421243059001	42041303300000	01PDP	KWU #3671; FRIDEL I-1	WOODBINE	BRAZOS	25.34176	20.63786
421243060001	42041303730000	01PDP	KWU #3681-I; FRIDEL II	WOODBINE B	BRAZOS	25.34176	20.07533
421243062001	42041304790000	01PDP	KWU #3701; PITTS I-1	WOODBINE	BRAZOS	25.34176	20.52130

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 12-31-03 m.9.

Karen McQueen
County Clerk
Brazos County, Texas

KurtenExhA-Wells.xls

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Doc 00841495 Bk OR 5799 Vol 61 Pg

EXHIBIT "A" Property Schedule - Part II

ARTESIA	API	Rsv Cat	PROPNAME	RESERVOIR	COUNTY	WI (%)	NRI (%)
421243063001	42041304330000	01PDP	KWU #3711; SELF I-1	WOODBINE B	BRAZOS	25.34176	20.99676
421243064001	42041303740000	01PDP	KWU #3721; FAULKNER I-1	WOODBINE B	BRAZOS	25.34176	21.98020
421243068001	42041312990000	01PDP	KWU #3732	WOODBINE B	BRAZOS	25.34176	22.47246
421243069001	42041303990000	01PDP	KWU #3741; L LLOYD I-1	WOODBINE B	BRAZOS	25.34176	22.33790
421243070001	42041313020000	01PDP	KWU #3742	WOODBINE B	BRAZOS	25.34176	22.33790
421243071001	42041313110000	01PDP	KWU #3743	WOODBINE B	BRAZOS	25.34176	22.33790
421243072001	42041304190000	01PDP	KWU #3761-I; FRENZEL II	WOODBINE B	BRAZOS	25.34176	22.28789
421243074001	42041304160000	01PDP	KWU #3771; FRENZEL I-1	WOODBINE	BRAZOS	25.34176	22.23116
421243075001	42041305050000	01PDP	KWU #3901; JONES V-1	WOODBINE B	BRAZOS	25.34176	19.86947
421243076001	42041305170000	01PDP	KWU #3911; JONES VI-1	WOODBINE B & E	BRAZOS	25.34176	19.15026
421243079001	42041306770000	01PDP	KWU #3932; LANG I-2	WOODBINE C	BRAZOS	25.34176	20.03887
421243080001	42041303150000	01PDP	KWU #3941; ODOM III-1	WOODBINE B & C	BRAZOS	25.34176	20.08733
421243082901	42041303160000	01PDP	KWU #3951-INJ; DRB IV-1	WOODBINE C	BRAZOS	25.34176	20.17185
421243084001	42041317220000	01PDP	KWU #3953	WOODBINE C	BRAZOS	25.34176	20.17185
421243085001	42041303810000	01PDP	KWU #3961; JOSEY I-1	WOODBINE B & C & E	BRAZOS	25.34176	21.98020
421243086001	42041303850000	01PDP	KWU #3971; JOSEY II-1	WOODBINE	BRAZOS	25.34176	21.98020
421243087001	42041312970000	01PDP	KWU #3972-I	WOODBINE B	BRAZOS	25.34176	21.98020
421243091001	42041304400000	01PDP	KWU #3991; J KINDT I-1	WOODBINE C & D	BRAZOS	25.34176	23.34234
421243066001	42041319310000	01PDP	KWU #4021	WOODBINE B & C	BRAZOS	25.34176	21.98020
421243199001	42041319460000	01PDP	KWU #4029	WOODBINE B & C & D	BRAZOS	25.34176	21.98329
421243161001	42041319230000	01PDP	KWU #4041	WOODBINE C & D & E	BRAZOS	25.34176	21.26947
421243165001	42041319280000	01PDP	KWU #4056	WOODBINE C & D	BRAZOS	25.34176	19.97221
421243166001	42041319350000	01PDP	KWU #4057	WOODBINE C & D	BRAZOS	25.34176	19.97221
421243169001	42041319240000	01PDP	KWU #4058	WOODBINE C & D	BRAZOS	25.34176	18.07728
421243176001	42041319290000	01PDP	KWU #4059	WOODBINE C & D	BRAZOS	25.34176	18.23709
421243198001	42041319420000	01PDP	KWU #4060	WOODBINE C & D	BRAZOS	25.34176	19.76665
421243170001	42041319270000	01PDP	KWU #4081	WOODBINE C & D	BRAZOS	25.34176	18.07728
421243171001	42041319340000	01PDP	KWU #4082	WOODBINE C & D	BRAZOS	25.34176	18.07728
421435002001	42041303320000	01PDP	LANG, JAMES UNIT A #1	WOODBINE C	BRAZOS	25.75000	20.43010
421435001001	42041303370000	01PDP	LANG-GUERRERO UNIT #1	WOODBINE C	BRAZOS	25.75000	20.92190
421243202001	42041319550000	01PDP	MURPHY-SMITH #1 LATERAL	BUDA-GEORGETOWN	BRAZOS	36.00000	28.22000
421431001001	42041319440100	01PDP	WARREN#1	BUDA-GEORGETOWN	BRAZOS	30.50000	24.11799
421416001001	42041319390000	01PDP	WEIDO UNIT #1	BUDA	BRAZOS	11.94000	09.94495
421428001001	42041304630000	02PSI	BENNETT #I-1	WOODBINE	BRAZOS	36.00000	27.60629
428101003001	42041310230000	02PSI	BUCHANAN, R I-#1	BUDA-GEORGETOWN	BRAZOS	09.27000	06.94276
421243002001	42041310890000	02PSI	CONNER I-#2	WOODBINE	BRAZOS	09.27000	06.96125
421246001001	42041317660000	02PSI	CONNER ODUM I-#1	AUSTIN CHALK SAND	BRAZOS	09.27000	07.07493
421244001001	42041312070000	02PSI	DANSBY UNIT I-#2 (ORRI)	WOODBINE	BRAZOS		00.00873
421247001001	42041317930000	02PSI	GARRETT JONES UNIT #1	AUSTIN CHALK SAND	BRAZOS	09.19048	06.90950
428101004001	42041313270000	02PSI	HUMPHRIES I-#1	BUDA-GEORGETOWN	BRAZOS	09.46400	07.03417
421243098901	42041311600100	02PSI	KWU #1073-INJ	WOODBINE	BRAZOS	25.34176	20.33334
421243107901	42041318530000	02PSI	KWU #1102-INJ	WOODBINE	BRAZOS	25.34176	21.98020
421243113001	42041303410000	02PSI	KWU #1121-INJ; SMITH III-1	WOODBINE	BRAZOS	25.34176	21.98020
421243115901	42041304680000	02PSI	KWU #1211-INJ; SCHRAM IV	WOODBINE	BRAZOS	25.34176	20.18423
421243119901	42041311920000	02PSI	KWU #1232-INJ; HORIZONTAL	WOODBINE	BRAZOS	25.34176	20.76871
421243123901	42041314590000	02PSI	KWU #1243-INJ	WOODBINE	BRAZOS	25.34176	20.82203
421243126901	42041311590000	02PSI	KWU #1262-INJ	WOODBINE	BRAZOS	25.34176	21.73257
421243127901	42041314790000	02PSI	KWU #1263-INJ	WOODBINE	BRAZOS	25.34176	21.73257
421243128901	42041314950000	02PSI	KWU #1264-INJ	WOODBINE	BRAZOS	25.34176	21.73257
421243130001	42041304060000	02PSI	KWU #1271-INJ; SIKORSKI I	WOODBINE	BRAZOS	25.34176	21.46689
421243131901	42041313080000	02PSI	KWU #1272-INJ	WOODBINE	BRAZOS	25.34176	21.46689
421243136901	42041303190000	02PSI	KWU #1294-INJ; JERU IV	WOODBINE	BRAZOS	25.34176	20.50790
421243137001	42041305400000	02PSI	KWU #1295-WSW	WOODBINE	BRAZOS	25.34176	20.50790
421243138901	42041305450000	02PSI	KWU #1296-INJ; JERU VI	WOODBINE	BRAZOS	25.34176	20.50790
421243140901	42041305440000	02PSI	KWU #1298-INJ; JERU VIII	WOODBINE	BRAZOS	25.34176	20.50790
421243148901	42041304620000	02PSI	KWU #1301-INJ; BRIT BUR I	WOODBINE	BRAZOS	25.34176	20.07533
421243154901	42041303710000	02PSI	KWU #1341-INJ; PLAGENS I	WOODBINE	BRAZOS	25.34176	20.43440
421243156901	42041304950000	02PSI	KWU #1361-INJ; BRITBUR II	WOODBINE	BRAZOS	25.34176	20.52154

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 12-31-03 m.g.

Karen M. Green
County Clerk
Brazos County, Texas

KurtenExhA-Wells.xls

2·604

Doc 00841495 Bk OR Vol 5799 Pg 62

EXHIBIT "A" Property Schedule - Part II

ARTESIA	API	Rsv Cat	PROPNAME	RESERVOIR	COUNTY	WI (%)	NRI (%)
421243142901	42041305480000	02PSI	KWU #2290-INJ; JERU X	WOODBINE	BRAZOS	25.34176	20.50790
421243143901	42041311720000	02PSI	KWU #2291-INJ	WOODBINE	BRAZOS	25.34176	20.50790
421243015901	42041305410000	02PSI	KWU #3201-INJ; DAVIDSON I-1	WOODBINE	BRAZOS	25.34176	22.63146
421243019901	42041304130000	02PSI	KWU #3234-INJ; BGRS IV-1	WOODBINE	BRAZOS	25.34176	15.36048
421243025901	42041305320000	02PSI	KWU #3301-INJ; CONAWAY II-1	WOODBINE	BRAZOS	25.34176	18.91680
421243028901	42041304760000	02PSI	KWU #3331-INJ; KRISTYNIK I	WOODBINE	BRAZOS	25.34176	20.07533
421243035001	42041311540000	02PSI	KWU #3422 SWD	WOODBINE	BRAZOS	25.34176	21.89394
421243037901	42041303940000	02PSI	KWU #3441-I; VEAZEY I-1	WOODBINE	BRAZOS	25.34176	21.97464
421243044901	42041313180000	02PSI	KWU #3492-INJ	WOODBINE	BRAZOS	25.34176	21.98329
421243061901	42041303350000	02PSI	KWU #3691-INJ; ODOM IV-1	WOODBINE	BRAZOS	25.34176	20.38488
421243067001	42041303910000	02PSI	KWU #3731-INJ; URSO I-1	WOODBINE	BRAZOS	25.34176	22.47246
421243077001	42041304770000	02PSI	KWU #3921-INJ; LANG II-1	WOODBINE	BRAZOS	25.34176	17.87540
421243078001	42041300740000	02PSI	KWU #3931-WSW; LANG 1	WOODBINE	BRAZOS	25.34176	20.03887
421243081901	42041311580000	02PSI	KWU #3942-INJ	WOODBINE	BRAZOS	25.34176	20.08733
421243083901	42041311740000	02PSI	KWU #3952-INJ	WOODBINE	BRAZOS	25.34176	20.17185
421243089001	42041304110000	02PSI	KWU #3981-INJ; GIBSON I-1	WOODBINE	BRAZOS	25.34176	21.96743
421243090001	42041313090000	02PSI	KWU #3982-INJ	WOODBINE	BRAZOS	25.34176	21.96743
421435003001	42041303090000	02PSI	LANG, JAMES UNIT #1-1	WOODBINE C	BRAZOS	25.75000	19.50820
421435004001	42041305690000	02PSI	LANG, JAMES UNIT #1-3	WOODBINE C	BRAZOS	25.75000	19.50820
	42041305720000	02PSI	LANG-GUERRERO UNIT #2	WOODBINE C	BRAZOS	25.75000	20.92190
421243005001	42041307310000	02PSI	MAUDE LOCKE #1	WOODBINE	BRAZOS	APO 0.372	APO .312
421243006001	42041305350000	02PSI	ODOM, W F UNIT IV-1	BUDA	BRAZOS	09.27000	06.96125
421297001001	42041310880000	02PSI	ODOM, W F UNIT V-1	BUDA	BRAZOS	09.27000	06.96125
421243007001	42041310910000	02PSI	ODOM, W F UNIT VI-1	BUDA	BRAZOS	09.27000	06.96125
421248001001	42041318640000	02PSI	PAYNE BROWNING #1	AUSTIN CHALK SAND	BRAZOS	13.62474	00.00000
421243008001	42041305020000	02PSI	PAYNE UNIT #1	WOODBINE	BRAZOS	09.27000	07.48027
421243009001	42041305200000	02PSI	WILSON, H O I-#1	BUDA	BRAZOS	09.27000	07.00828
421245001001	42041305260000	02PSI	WYNNE-SULLIVAN 1	WOODBINE D	BRAZOS	25.75000	16.65167
		03PNP	KWU #1243 (BP1)	WOODBINE	BRAZOS	25.34200	20.07600
		03PNP	KWU #3621; HALL I-1 (BP1)	WOODBINE	BRAZOS	25.34200	20.07600
421243065901	42041312960000	03PNP	KWU #3722-INJ	WOODBINE B	BRAZOS	25.34176	21.98020
		03PNP	KWU #3771; FRENZEL I-1 (BP1)	WOODBINE	BRAZOS	25.34200	20.07600
		03PNP	KWU #3901; JONES V-1 (BP1)	WOODBINE	BRAZOS	25.34200	20.07600
		03PNP	KWU #3921 (BP1)	WOODBINE	BRAZOS	25.34200	20.07600
		03PNP	KWU #3971 (BP1)	WOODBINE	BRAZOS	25.34200	20.07600
421243088001	42041312980000	03PNP	KWU #3973-INJ	WOODBINE	BRAZOS	25.34176	21.98020
		03PNP	KWU #G4038; BGRS #2 (BP1)	WOODBINE	BRAZOS	25.34200	20.07600
	42041303200000	03PNP	LANG, JAMES UNIT #1-2	WOODBINE	BRAZOS	25.75000	19.50820
		04PUD	KURTEN BUDA GEORGETOWN PUD #01	BUDA-GEORGETOWN	BRAZOS	09.49000	07.59200
		04PUD	KURTEN BUDA GEORGETOWN PUD #02 (LLOYI	BUDA-GEORGETOWN	BRAZOS	09.49000	07.59200
		04PUD	KURTEN BUDA GEORGETOWN PUD #03	BUDA-GEORGETOWN	BRAZOS	09.49000	07.59200
		04PUD	KURTEN BUDA GEORGETOWN PUD #04	BUDA-GEORGETOWN	BRAZOS	09.49000	07.59200
		04PUD	KURTEN BUDA GEORGETOWN PUD #05	BUDA-GEORGETOWN	BRAZOS	09.49000	07.59200
		04PUD	KWU #G1621-A (PUD)	WOODBINE	BRAZOS	25.34200	20.07600
		04PUD	KWU #G4005 (PUD)	WOODBINE	BRAZOS	25.34200	20.07600
		04PUD	KWU #G4008 (PUD)	WOODBINE	BRAZOS	25.34200	20.07600
		04PUD	KWU #G4013 (PUD)	WOODBINE	BRAZOS	25.34200	20.07600
		04PUD	KWU #G4028 (PUD)	WOODBINE	BRAZOS	25.34200	20.07600
		04PUD	KWU #G4030 (PUD)	WOODBINE	BRAZOS	25.34200	20.07600
		04PUD	KWU #G4033 (PUD)	WOODBINE	BRAZOS	25.34200	20.07600
		04PUD	KWU #G4066 (PUD)	WOODBINE	BRAZOS	25.34200	20.07600
		04PUD	KWU #G4067 (PUD)	WOODBINE	BRAZOS	25.34200	20.07600
		04PUD	LANG, JAMES UNIT #1-4 (PUD)	WOODBINE	BRAZOS	25.34200	20.07600

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 12-31-03 m.g.
Karen McQueen
County Clerk
Brazos County, Texas

KurtenExhA-Wells.xls

EXHIBIT "B"

Certain Excluded Assets

None

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 12-31-03 m.9.

Karen McQueen
County Clerk
Brazos County, Texas

ChalkerExB.doc

dw

EXHIBIT "C"

Certain Permitted Encumbrances

Land Contracts

1. Farmout Agreement dated 08-16-1977 between J. Wylie Harris, Jr. and Jack E. Harvard (Farmors) and Petromark Minerals, Inc. (Farmee).

2. Farmout Agreement dated 08-01-2001 between Kurten Limited Partnership (Farmor) and Cody Texas, LP (Farmee). **(TX-CO-0028)**.

3. Operating Agreement dated 12-23-1976 between Prairie Producing Company (Operator) and Pend Oreille, Ltd., Herbert L. Dillon, Jr. and Mitchell Energy Corporation (non-operators).

4. Operating Agreement dated 04-26-1977 between Amalgamated Bonanza Petroleum, Ltd. (Operator) and Prodeco Oil & Gas Co., Ltd. **(TX-JO-380)**.

5. Operating Agreement dated 08-15-1977 between Petromark Minerals, Inc. (Operator) and Chapman Oil Company, J. Wiley Harris, and Jack E. Havard (non-operators).

6. Operating Agreement dated 09-16-1977 between Ashland Exploration, Inc. (Operator) and Amalgamated Bonanza Petroleum, Ltd. **(TX-JO-375)**.

7. Operating Agreement dated 08-12-1983 between Gulf Oil Corporation (Operator) and Prodeco Oil & Gas Co., Ltd **(TX-JO-381)**. (This agreement supersedes the 4-26-1977 agreement as to KWU only.).

8. Operating Agreement dated 04-15-2001 between Ogden Resources Corp. (Operator) and Cody Texas, L.P. **(TX-JO-377)**.

9. Agreement of Operations dated 08-01-2003 between Cody Texas, L.P., TIFD III-X LLC, and Vess Oil Corporation.

Marketing Contracts

See contracts listed in Schedule 4.1(o).

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 12-31-08 M.G.
Karen McQueen
County Clerk:
Brazos County, Texas

ChalkerExC.doc

Filed for Record in:
BRAZOS COUNTY

On: Dec 31,2003 at 12:48P

As a
Recordings

Document Number: 00841495

Amount 137.00

Receipt Number - 233299
By,
Teresa Ramirez

STATE OF TEXAS COUNTY OF
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
BRAZOS COUNTY
as stamped hereon by me.

Dec 31,2003

HONORABLE KAREN MCQUEEN, COUNTY CLERK
BRAZOS COUNTY

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 12-31-03 M.9.

Karen McQueen
County Clerk
Brazos County, Texas

AFFIDAVIT OF NON-FOREIGN STATUS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate. To inform the transferee that the withholding of taxes is not required upon the disposition of a U.S. real property interest, before me, the undersigned authority, on this day personally appeared J. Scott Arnold, Vice President-Land of Cody Oil & Gas, Inc., the General Partner of Cody Texas, L.P., a Texas limited partnership, well known to me to be the person whose name is subscribed hereto, who first being duly sworn by me, upon oath deposed and stated as follows:

1. Cody Texas. L.P. is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign state (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

2. The U.S. employer's identification number of Cody Texas, L.P. is 84-1378273.

3. The office address of Cody Texas, L.P. is 1200 Enclave Parkway, Houston, Texas, 77077.

4. I understand that this Affidavit of Non-Foreign Status may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

5. Under penalties of perjury, I declare that I have examined this Affidavit of Non-Foreign Status and to the best of my knowledge and belief, it is true, correct, and complete.

CODY TEXAS, L.P.

By: CODY OIL & GAS, INC.,
its General Partner

By: J. Scott Arnold
J. Scott Arnold
Vice President-Land

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 12·31·03 M·9·
Karen Meyer
County Clerk
Brazos County, Texas

ChalkerAffidavitNon-ForeignStatus.doc

40.9 mf.

CERTIFICATE

Reference is made to that certain Asset Purchase Agreement (the "Agreement") dated as of December 19 2003, by and between Cody Texas, L.P., a Delaware limited partnership, as Seller ("Seller"), and Chalker Energy Partners, LP, a Texas limited partnership, as Buyer ("Buyer"). This Certificate is being delivered by Seller to Buyer pursuant to Section 10.2 of the Agreement.

The undersigned, J. Scott Arnold, does hereby certify that he is the duly elected, qualified, and acting Vice President, Land of Cody Oil & Gas, Inc., the General Partner of Seller, and that to his knowledge:

1. The representations and warranties of Seller set forth in the Agreement are true and correct in all material respects on and as of December 30, 2003; and

2. The covenants and agreements of Seller to be performed on or before December 30, 2003 in accordance with the Agreement have been duly performed in all material respects.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of December 30, 2003.

CODY TEXAS, L.P.

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

By: J. Scott Arnold
J. Scott Arnold
Vice President, Land

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 12-31-03 M.G.
Karen McGuire
County Clerk
Brazos County, Texas

ChalkerCertificateCody.doc

CERTIFICATE

Reference is made to that certain Asset Purchase Agreement (the "Agreement") dated as of December 19, 2003, by and between Cody Texas, L.P., a Delaware limited partnership, as Seller ("Seller"), and Chalker Energy Partners, LP, a Texas limited partnership, as Buyer ("Buyer"). This Certificate is being delivered by Buyer to Seller pursuant to Section 10.3 of the Agreement.

The undersigned, Alan L. Smith, does hereby certify that he is the duly elected, qualified, and acting President of Chalker Energy Management, LLC, the General Partner of Buyer, and that to his knowledge:

1. The representations and warranties of Buyer set forth in the Agreement are true and correct in all material respects on and as of December 30, 2003; and

2. The covenants and agreements of Buyer to be performed on or before December 30, 2003 in accordance with the Agreement have been duly performed in all material respects.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of December 30, 2003.

CHALKER ENERGY PARTNERS, LP

By: Chalker Energy Management, LLC,
its General Partner

By: _____
Alan L. Smith
President

[illegible]
[illegible]
This document is a true and correct copy as [illegible] and recorded in the [illegible] County, Texas
[illegible] on 12-31-03 M.G.
[illegible]

ChalkerCertificateBuyertoSeller.doc

File No. MF096655 17.

Assignment

Date Filed: 8/19/04

By [signature] Jerry E. Patterson, Commissioner

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

April 19, 2007

Angie Coady
Vess Oil Corp.
1700 Waterfront Parkway, Bldg. 500.
Wichita, KS 67206

RE: GLO Assignment ID # 5937

Dear Ms. Coady,

The General Land Office received the following instrument(s) and has filed them in the appropriate files. Please see attached "Exhibit A" for reference.

> Conveyance, executed July 31st, 2004, from Kruten, LP, as Assignor, to VOC Brazos Energy Partners, LP (99%) and Cody Texas, LP (1%), as Assignees. MF096655, MF097474.

Filing fees of $100.00 were received in connection with the above lease. If you have any questions, please feel free to call me at (800) 998-4GLO, or at my direct number at (512) 463-6521.

Sincerely,

Beverly Boyd

Beverly Boyd
Mineral Leasing
Energy Resources
512-463-6521

Exhibit "A"

GLO ID	*County*	*Lease*
5937	*Brazos*	MF096655
5937	*Brazos*	MF097474

VESS OIL CORPORATION

April 13, 2007

Texas General Land Office
Attn: Beverly Boyd
P. O. Box 12873
Austin, Texas 78711-2873

Re: Oil and Gas Lease ST TX #M-96655
Oil and Gas Lease ST TX #M-97474
Brazos County, TX

Dear Ms. Boyd:

Enclosed, for filing with the General Land Office, is a certified copy of a Conveyance, wherein the Kurten Limited Partnership conveys to VOC Brazos Energy Partners LP and Cody Texas LP in and to the referenced leases. Also enclosed is our company check in the amount of $100.00 to cover filing fees.

Please file the enclosed Conveyance, and if your have questions, contact me at Ext. 105. Thank you.

Yours truly,

Vess Oil Corporation

Angie Coady

Angie Coady
Administrative Assistant, Land

Enc.

1700 WATERFRONT PARKWAY • BLDG 500 • WICHITA, KS 67206 • (316) 682-1537 • FAX (316) 686-3521

VESS OIL CORPORATION

084197

TX GEN: TEXAS GENERAL LAND OFFICE
ACCOUNT NUMBER:

CHECK NUMBER: 084197
CHECK DATE: 04/06/07

INVOICE/REFERENCE	TYPE	DATE	COMMENT	GROSS AMOUNT	DISCOUNT	AMOUNT
KWU	INV	04/04/07		100.00	.00	100.00

07037421

129

attn:
Beverly Boyd

CHECK TOTALS:	084197	100.00	.00	100.00

CONVEYANCE

WHEREAS, Kurten Limited Partnership, a Texas limited partnership (herein called "**Grantor**"), has dissolved; and

WHEREAS, in connection with the liquidation and winding up of Grantor's business and affairs, Grantor deems it in its best interest to distribute to the partners of Grantor (or their respective designees) the undivided interests set forth below.

NOW, THEREFORE, Grantor, for Ten Dollars and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto each of the following parties (herein collectively called **"Grantees"**), the undivided interests set forth opposite its name below:

Grantees	Undivided Interest
VOC Brazos Energy Partners, L.P (as designee for TIFD III-X LLC) c/o Vess Texas Partners, LLC 8100 East 22nd North, Bldg. 300 Wichita, Kansas 67226	99%
Cody Texas, L.P. 1200 Enclave Parkway Houston, Texas 77077	1%

in and to the following described properties, rights, and interests:

(a) All right, title and interest of Grantor in and to the properties described on Exhibit A hereto; and

(b) Without limitation of the foregoing, all other right, title and interest (of whatever kind or character, whether legal or equitable, and whether vested or contingent) of Grantor in and to the oil, gas and other minerals in and under or that may be produced from the lands, units and wells described on Exhibit A hereto or described in any of the leases or other instruments described on such Exhibit A (including, without limitation, interests in oil, gas and/or mineral leases covering such lands, units and wells, and overriding royalties, production payments, and net profits interests in such leases, lands, units and wells and fee mineral interests, fee royalty interests and other interests in such oil, gas and other minerals), whether such lands, units and wells be described in a description set forth in such Exhibit A or be described in such Exhibit A by reference to another instrument (and without limitation by any depth limitations that may be set forth in such Exhibit A or in any such instrument so referred to for description), even though Grantor's interest in such oil, gas and other minerals may be incorrectly described in, or omitted from, such Exhibit A; and

(c) All rights, titles and interests of Grantor in and to, or otherwise derived from, all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations and/or orders and in and to the properties covered and units created thereby (including, without limitation, all units formed under orders, rules, regulations, or other official acts of any federal, state, or other authority having jurisdiction, and voluntary unitization agreements, designations and/or declarations) relating to the properties described in subsection (a) and (b) above; and

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 4-9-07
County Clerk
Brazos County, Texas

(d) All rights, titles and interests of Grantor in and to all presently existing and valid production sales (and sales related) contracts, operating agreements, and other agreements and contracts which relate to any of the properties described in subsections (a), (b) and (c) above, or which relate to the exploration, development, operation, or maintenance thereof or the treatment, storage, transportation or marketing of production therefrom (or allocated thereto); and

(e) All rights, titles and interests of Grantor in and to all materials, supplies, machinery, equipment, improvements and other personal property and fixtures (including, but not by way of limitation, all wells, wellhead equipment, pumping units, flowlines, tanks, buildings, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, and other equipment) and all easements, rights-of-way, surface leases and other surface rights, all permits and licenses, and all other appurtenances being used or held for use in connection with, or otherwise related to, the exploration, development, operation or maintenance of any of the properties described in subsections (a), (b) and (c) above, or the treatment, storage, transportation or marketing of production therefrom (or allocated thereto); and

(f) All lease files, abstracts and title opinions, production records, well files, accounting records (but not including general financial accounting records), seismic records and surveys, gravity maps, electric logs, geological or geophysical data and records, and other files, documents and records of every kind and description which relate to the properties described above.

The properties, rights and interests specified in the foregoing subsections (a), (b) and (c), are herein sometimes collectively called the **"Oil and Gas Properties,"** and the properties, rights and interests specified in the foregoing subsections (a), (b), (c), (d), (e), and (f) are herein sometimes collectively called the **"Properties"**.

TO HAVE AND TO HOLD the Properties unto the Grantees, their respective successors and assigns, forever.

GRANTOR AGREES TO WARRANT AND FOREVER DEFEND TITLE TO THE PROPERTIES UNTO GRANTEES, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING, OR TO CLAIM THE SAME, OR ANY PART THEREOF, BY, THROUGH OR UNDER GRANTOR, BUT NOT OTHERWISE. EXCEPT FOR THE FOREGOING SPECIAL WARRANTY OF TITLE, THIS CONVEYANCE IS MADE WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. WITHOUT LIMITATION OF THE FOREGOING, EXCEPT FOR THE FOREGOING SPECIAL WARRANTY OF TITLE, THE PROPERTIES ARE CONVEYED WITHOUT ANY WARRANTY OR REPRESENTATION WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE RELATING TO TITLE TO THE PROPERTIES OR TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO THE MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY EQUIPMENT OR ITS FITNESS FOR ANY PURPOSE, AND, WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER.

Grantor agrees to execute and deliver to Grantees, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Grantees the Properties.

Grantor and Grantees acknowledge and agree that Cody Texas, L.P. owns certain undivided interests in and to the Properties outside of its ownership in Grantor and that nothing herein shall affect such interests or in any way be deemed a transfer or other disposition of such interests.

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 4-9-07 JP.
Karen McLean
County Clerk
Brazos County, Texas

10.97.4

This Conveyance is being executed in several counterparts all of which are identical except that, to facilitate recordation, certain counterparts hereof may contain only that portion of Exhibit A which contains specific descriptions of properties located in the recording jurisdiction in which the particular counterpart is to be recorded, with other portions of Exhibit A being included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF this Conveyance has been executed by Grantor on the date of its acknowledgment effective as to runs of oil and deliveries of gas, and for all other purposes, as of 7:00 a.m. local time at the locations of the Properties, on August 1, 2003.

"GRANTOR"

Kurten Limited Partnership,
By: Cody Oil & Gas, Inc.
its General Partner

By: J. Scott Arnold
Name: J. Scott Arnold
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on July 31, 2003 by J. Scott Arnold, the Vice President of Cody Oil & Gas, Inc., a Delaware corporation, in its capacity as general partner of Kurten Limited Partnership, a Texas limited partnership, and on behalf of Kurten Limited Partnership.

Notary Public State of Texas
Adele M. Zawicki
Printed Name: Adele M. Zawicki

My Commission Expires: 12/20/04

ADELE M. ZAWICKI NOTARY PUBLIC STATE OF TEXAS EXPIRES 12/20/2004

After recording, return to:

L.K. Smith
Thompson & Knight LLP
333 Clay Street, Suite 3300
Houston, Texas 77002

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 4-9-07 AP
Karen McQueen
County Clerk
Brazos County, Texas

10.94

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003820	Status:	ACTIVE	Recorded:	Book 25 Page 525
Lease Date:	01/26/1977	Lessor:	NETZEL, JOSE MAE		
Expire Date:	01/26/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD.		
Lease Number:	42-0003821	Status:	ACTIVE	Recorded:	Book 24 Page 216
Lease Date:	09/22/1976	Lessor:	BOWMAN, FINDLAY M, ET UX		
Expire Date:	09/22/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD		
Lease Number:	42-0003822	Status:	ACTIVE	Recorded:	Book 22 Page 639
Lease Date:	06/28/1976	Lessor:	YEAGER, ARTHUR J ET UX		
Expire Date:	06/28/1981	Lessee:	AMALGAMATED BONANZA PETROL. LTD		
Lease Number:	42-0003823	Status:	ACTIVE	Recorded:	Book 27 Page 834
Lease Date:	09/07/1977	Lessor:	RILEY, MARTIN LUTHER ET UX		
Expire Date:	09/07/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD		
Lease Number:	42-0003824	Status:	ACTIVE	Recorded:	Book 22 Page 222
Lease Date:	10/05/1974	Lessor:	VINCENT, JOE E ET UX		
Expire Date:	10/04/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003825	Status:	ACTIVE	Recorded:	Book 22 Page 503
Lease Date:	09/27/1974	Lessor:	HORN, HOWARD ET UX		
Expire Date:	09/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003826/A	Status:	ACTIVE	Recorded:	Book 29 Page 126
Lease Date:	09/06/1977	Lessor:	LIGHTFOOT, MORRIS JR		
Expire Date:	09/05/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003826/B	Status:	ACTIVE	Recorded:	Book 30 Page 380
Lease Date:	09/06/1977	Lessor:	ESHOM, TONI LIGHTFOOT GUARDIAN		
Expire Date:	09/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD		
Lease Number:	42-0003826/C	Status:	ACTIVE	Recorded:	Book 22 Page 171
Lease Date:	08/26/1974	Lessor:	ODOM, W F		
Expire Date:	08/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003826/D	Status:	ACTIVE	Recorded:	Book 22 Page 236
Lease Date:	09/09/1974	Lessor:	DANSBY, H P JR ET UX		
Expire Date:	09/08/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003826/E	Status:	ACTIVE	Recorded:	Book 22 Page 195
Lease Date:	10/15/1974	Lessor:	FEATHER CREST ENTERPRISES, INC		
Expire Date:	10/15/1977	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003826/F	Status:	ACTIVE	Recorded:	Book 22 Page 81
Lease Date:	08/26/1974	Lessor:	ODOM, H K JR ET UX		
Expire Date:	08/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003826/G	Status:	ACTIVE	Recorded:	Book 27 Page 494
Lease Date:	08/26/1977	Lessor:	FRANK BORISKIE, RECEIVER		
Expire Date:	09/26/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM, LTD		
Lease Number:	42-0003826/H	Status:	ACTIVE	Recorded:	Book 22 Page 200
Lease Date:	10/15/1974	Lessor:	DRB HOLSTEIN FARMS INC		
Expire Date:	10/15/1977	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003826/I	Status:	ACTIVE	Recorded:	Book 25 Page 1
Lease Date:	12/14/1976	Lessor:	LINDSEY, JOHN V ET AL		
Expire Date:	12/13/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003826/J	Status:	ACTIVE	Recorded:	Book 24 Page 703
Lease Date:	12/13/1976	Lessor:	LAWLESS, WALLACE ERVIN ET UX		
Expire Date:	12/13/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003826/MN1	Status:	ACTIVE	Recorded:	Book 2292 Page 267
Lease Date:	01/14/1995	Lessor:	TONI LIGHTFOOT ESHOM, GUARDIAN		
Expire Date:	04/01/2078	Lessee:	CODY ENERGY COMPANY		
Lease Number:	42-0003826/MN2	Status:	ACTIVE	Recorded:	Book Page
Lease Date:	08/01/1977	Lessor:	HEIRS OF JEWEL P LIGHTFOOT, ET AL		379 826
	07/28/1977		" " " "		379 831
	07/28/1977		" " " "		379 836
	07/29/1977		" " " "		379 841
	07/21/1977		" " " "		379 846
Expire Date:	10/25/2060	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003827/B	Status:	ACTIVE	Recorded:	Book 24 Page 144
Lease Date:	09/30/1976	Lessor:	MORGAN, MARY BYARS		
Expire Date:	09/29/1980	Lessee:	HERBERT L DILLON, JR. INDIVIDUALLY		

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003827/C	Status:	ACTIVE	Recorded:	Book 24 Page 311
Lease Date:	10/03/1976	Lessor:	BYARS, F L		
Expire Date:	10/03/1981	Lessee:	HERBERT L DILLON, JR. INDIVIDUALLY		
Lease Number:	42-0003827/D	Status:	ACTIVE	Recorded:	Book 24 Page 237
Lease Date:	10/04/1976	Lessor:	MCMURRAY, SYDNEY C ET AL		
Expire Date:	10/04/1981	Lessee:	HERBERT L DILLON, JR. INDIVIDUALLY		
Lease Number:	42-0003827/E	Status:	ACTIVE	Recorded:	Book 24 Page 400
Lease Date:	09/30/1976	Lessor:	WILKINSON, JOEL M		
Expire Date:	09/30/1980	Lessee:	HERBERT L DILLON, JR. INDIVIDUALLY		
Lease Number:	42-0003827/F	Status:	ACTIVE	Recorded:	Book 3010 Page 298
Lease Date:	10/16/1997	Lessor:	CONAWAY, ROBERT HENRY JR		
Expire Date:	10/16/2000	Lessee:	CODY ENERGY INC		
Lease Number:	42-0003827/G	Status:	ACTIVE	Recorded:	Book 2966 Page 146
Lease Date:	09/11/1997	Lessor:	CONAWAY, JOE THOMAS		
Expire Date:	09/11/2000	Lessee:	CODY ENERGY INC		
Lease Number:	42-0003828	Status:	ACTIVE	Recorded:	Book 22 Page 229
Lease Date:	10/04/1974	Lessor:	JOPP, GUS ET AL		
Expire Date:	10/04/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003829/A	Status:	ACTIVE	Recorded:	Book 22 Page 625
Lease Date:	06/24/1976	Lessor:	SHEALY, ESSIE ET AL		
Expire Date:	06/23/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003829/B	Status:	ACTIVE	Recorded:	Book 29 Page 152
Lease Date:	10/18/1977	Lessor:	BARRETT, DOROTHY SMITH		
Expire Date:	10/17/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003829/C	Status:	ACTIVE	Recorded:	Book 29 Page 155
Lease Date:	10/18/1977	Lessor:	SMITH, ELLEN		
Expire Date:	10/17/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003829/D	Status:	ACTIVE	Recorded:	Book 29 Page 158
Lease Date:	10/18/1977	Lessor:	WOODS, MARY ANN		
Expire Date:	10/17/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003829/E	Status:	ACTIVE	Recorded:	Book 27	Page 225
Lease Date:	07/25/1977	Lessor:	LINDSEY, BERTA EDGE			
Expire Date:	07/25/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003829/F	Status:	ACTIVE	Recorded:	Book 33	Page 176
Lease Date:	05/12/1978	Lessor:	LINDSEY, BERTA E			
Expire Date:	05/11/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003829/G	Status:	ACTIVE	Recorded:	Book 32	Page 794
Lease Date:	05/12/1978	Lessor:	WOODS, MARY ANN			
Expire Date:	05/11/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003829/H	Status:	ACTIVE	Recorded:	Book 32	Page 797
Lease Date:	05/12/1978	Lessor:	BARRETT, W P JR			
Expire Date:	05/11/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003829/I	Status:	ACTIVE	Recorded:	Book 32	Page 832
Lease Date:	05/12/1978	Lessor:	SMITH, ELLEN			
Expire Date:	05/11/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003830/A	Status:	ACTIVE	Recorded:	Book 24	Page 146
Lease Date:	10/03/1976	Lessor:	WHITMORE, MARTHA JANE ET VIR			
Expire Date:	10/02/1980	Lessee:	HERBERT L DILLON JR INDIVIDUALLY			
Lease Number:	42-0003830/B	Status:	ACTIVE	Recorded:	Book 24	Page 242
Lease Date:	10/05/1976	Lessor:	FRANK J ZUBIK ESTATE			
Expire Date:	10/05/1980	Lessee:	HERBERT L DILLON JR INDIVIDUALLY			
Lease Number:	42-0003830/C	Status:	ACTIVE	Recorded:	Book 24	Page 235
Lease Date:	10/05/1976	Lessor:	SAUNDERS, IRENE B ET AL			
Expire Date:	10/05/1980	Lessee:	HERBERT L DILLON JR INDIVIDUALLY			
Lease Number:	42-0003830/D	Status:	ACTIVE	Recorded:	Book 24	Page 402
Lease Date:	10/07/1976	Lessor:	HIGGS, KATHERINE L ET AL			
Expire Date:	10/07/1980	Lessee:	HERBERT L DILLON JR INDIVIDUALLY			
Lease Number:	42-0003830/E	Status:	ACTIVE	Recorded:	Book 24	Page 313
Lease Date:	10/09/1976	Lessor:	WILSON, KATHLEEN			
Expire Date:	10/09/1980	Lessee:	HERBERT L DILLON JR INDIVIDUALLY			

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STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003830/F	Status:	ACTIVE	Recorded:	Book 37	Page 59
Lease Date:	12/12/1980	Lessor:	HOWARD, SHIRLEY			
Expire Date:	12/12/1983	Lessee:	TOM CARR			
Lease Number:	42-0003830/G	Status:	ACTIVE	Recorded:	Book 37	Page 55
Lease Date:	12/16/1980	Lessor:	MORRIS, DAISY ET AL			
Expire Date:	12/16/1983	Lessee:	TOM CARR			
Lease Number:	42-0003830/H	Status:	ACTIVE	Recorded:	Book 45	Page 599
Lease Date:	01/02/1981	Lessor:	GARRETT, WILLIAM Y			
Expire Date:	01/02/1984	Lessee:	TOM CARR			
Lease Number:	42-0003830/I	Status:	ACTIVE	Recorded:	Book 36	Page 667
Lease Date:	10/27/1980	Lessor:	TATUM, ROBBIE NICOL ET AL A-I-F			
Expire Date:	10/27/1983	Lessee:	TOM CARR			
Lease Number:	42-0003830/J	Status:	ACTIVE	Recorded:	Book 24	Page 845
Lease Date:	12/31/1976	Lessor:	SAUNDERS, IRENE BOARD			
Expire Date:	12/31/1980	Lessee:	HERBERT L DILLON JR INDIVIDUALLY			
Lease Number:	42-0003830/K	Status:	ACTIVE	Recorded:	Book 37	Page 57
Lease Date:	01/08/1981	Lessor:	GEORGE WASHINGTON SMITH TRUST			
Expire Date:	01/08/1984	Lessee:	TOM CARR			
Lease Number:	42-0003830/L	Status:	ACTIVE	Recorded:	Book 37	Page 53
Lease Date:	12/16/1980	Lessor:	STEPHENSON, NELLIE G			
Expire Date:	12/16/1983	Lessee:	TOM CARR			
Lease Number:	42-0003830/M	Status:	ACTIVE	Recorded:	Book 36	Page 817
Lease Date:	10/27/1980	Lessor:	GELBER, ETHEL ET AL			
Expire Date:	10/27/1983	Lessee:	TOM CARR			
Lease Number:	42-0003830/N	Status:	ACTIVE	Recorded:	Book 44	Page 813
Lease Date:	11/10/1980	Lessor:	HARRIS, R A			
Expire Date:	11/10/1983	Lessee:	TOM CARR			
Lease Number:	42-0003830/O	Status:	ACTIVE	Recorded:	Book 59	Page 39
Lease Date:	04/13/1982	Lessor:	BURT, DR HOWARD JR			
Expire Date:	04/13/1983	Lessee:	BLUESKY OIL & GAS INC			

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003830/P	Status:	ACTIVE	Recorded:	Book 665	Page 746
Lease Date:	02/13/1984	Lessor:	HARRIS, R A ET AL			
Expire Date:	02/13/1987	Lessee:	PREDECO EXPLORATION INC			
Lease Number:	42-0003830/Q	Status:	ACTIVE	Recorded:	Book 36	Page 829
Lease Date:	11/13/1980	Lessor:	ALINE RHODES COLE ESTATE			
Expire Date:	11/12/1983	Lessee:	TOM CARR			
Lease Number:	42-0003830/R	Status:	ACTIVE	Recorded:	Book 36	Page 831
Lease Date:	11/13/1980	Lessor:	BIBLE, WILLIAM			
Expire Date:	11/12/1983	Lessee:	TOM CARR			
Lease Number:	42-0003830/S	Status:	ACTIVE	Recorded:	Book 24	Page 323
Lease Date:	10/22/1976	Lessor:	ETHEL GELBER, INDIV. & AS EXECUTRIX			
Expire Date:	10/22/1980	Lessee:	HERBERT L DILLON, JR			
Lease Number:	42-0003831	Status:	ACTIVE	Recorded:	Book 22	Page 643
Lease Date:	06/24/1976	Lessor:	SANDERS, J RAY ET UX			
Expire Date:	06/23/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003832	Status:	ACTIVE	Recorded:	Book 22	Page 213
Lease Date:	10/14/1974	Lessor:	THOMPSON, TRUCMON E ET UX			
Expire Date:	10/13/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003833	Status:	ACTIVE	Recorded:	Book 839	Page 335
Lease Date:	02/28/1977	Lessor:	ZION UNITED CHURCH OF CHRIST			
Expire Date:	02/27/1982	Lessee:	CHEVRON USA INC			
Lease Number:	42-0003834	Status:	ACTIVE	Recorded:	Book 28	Page 581
Lease Date:	06/25/1977	Lessor:	HOLLAND, WILLIAM E JR ET UX			
Expire Date:	06/24/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003835	Status:	ACTIVE	Recorded:	Book 28	Page 585
Lease Date:	06/25/1977	Lessor:	HOLLAND, WILLIAM E JR ET UX & VLB			
Expire Date:	06/24/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003836	Status:	ACTIVE	Recorded:	Book 22	Page 286
Lease Date:	11/26/1974	Lessor:	SHARPE, R L ET AL			
Expire Date:	11/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			

STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on 4-9-07
County Clerk
Brazos County, Texas

Doc 00835314 Bk OR Vol 5696 Pg 9

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003837	Status:	ACTIVE	Recorded:	Book 22 Page 114
Lease Date:	10/02/1974	Lessor:	WEST, HAWLEY E ET UX		
Expire Date:	10/02/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003838	Status:	ACTIVE	Recorded:	Book 22 Page 128
Lease Date:	09/27/1974	Lessor:	LOUIS OPERSTENY, ET AL		
Expire Date:	09/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003839	Status:	ACTIVE	Recorded:	Book 22 Page 144
Lease Date:	09/16/1974	Lessor:	RICHARD W. SCHRAM, ET AL		
Expire Date:	09/16/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003840	Status:	ACTIVE	Recorded:	Book 22 Page 131
Lease Date:	09/30/1974	Lessor:	BLASE, ALTON L ET UX		
Expire Date:	09/29/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003841	Status:	ACTIVE	Recorded:	Book 24 Page 670
Lease Date:	12/14/1976	Lessor:	FORSTHOFF, ROBERT G ET UX		
Expire Date:	12/13/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003842	Status:	ACTIVE	Recorded:	Book 24 Page 666
Lease Date:	12/14/1976	Lessor:	DARLING, RAY B ET UX		
Expire Date:	12/14/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003843	Status:	ACTIVE	Recorded:	Book 23 Page 361
Lease Date:	08/12/1976	Lessor:	FISHER, HERBERT E.		
Expire Date:	08/11/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003844	Status:	ACTIVE	Recorded:	Book 22 Page 72
Lease Date:	10/15/1974	Lessor:	ENDLER, HUGO J., ET UX		
Expire Date:	10/14/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003845	Status:	ACTIVE	Recorded:	Book 22 Page 547
Lease Date:	09/05/1974	Lessor:	BUCHANAN, RAYMOND B, ET UX		
Expire Date:	09/04/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0003846	Status:	ACTIVE	Recorded:	Book 22 Page 562
Lease Date:	09/30/1974	Lessor:	LENZ, OLLIE T., ET UX		
Expire Date:	09/29/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003847	Status:	ACTIVE	Recorded:	Book 22	Page 93
Lease Date:	09/16/1974	Lessor:	BEARD, EUGENE M., ET UX			
Expire Date:	09/15/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003848	Status:	ACTIVE	Recorded:	Book 22	Page 85
Lease Date:	08/27/1974	Lessor:	JONES, FRED R, ET UX			
Expire Date:	08/27/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003849	Status:	ACTIVE	Recorded:	Book 22	Page 534
Lease Date:	09/27/1974	Lessor:	STEVENER, LEON W, ET UX			
Expire Date:	09/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003850	Status:	ACTIVE	Recorded:	Book 22	Page 515
Lease Date:	08/27/1974	Lessor:	ODOM, W F			
Expire Date:	08/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003851	Status:	ACTIVE	Recorded:	Book 22	Page 610
Lease Date:	06/23/1976	Lessor:	HUMPRIES, W W, ET UX			
Expire Date:	06/22/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003852/A	Status:	ACTIVE	Recorded:	Book 24	Page 815
Lease Date:	12/29/1976	Lessor:	WOOD, CARROLL, ET UX			
Expire Date:	12/28/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003852/B	Status:	ACTIVE	Recorded:	Book 24	Page 813
Lease Date:	12/28/1976	Lessor:	BATTEN, GEORGE, ET UX			
Expire Date:	12/27/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003853/A	Status:	ACTIVE	Recorded:	Book 37	Page 663
Lease Date:	06/22/1976	Lessor:	WARREN, CLED H, ET UX			
Expire Date:	06/21/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003853/B	Status:	ACTIVE	Recorded:	Book 30	Page 292
Lease Date:	01/19/1978	Lessor:	MCMELLON, W L, ET UX			
Expire Date:	01/19/1981	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003853/C	Status:	ACTIVE	Recorded:	Book 31	Page 6
Lease Date:	03/02/1978	Lessor:	LLOYD, B J			
Expire Date:	03/02/1981	Lessee:	JORDAN ENGINEERING, INC.			

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003853/D	Status:	ACTIVE	Recorded:	Book 31 Page 21
Lease Date:	03/21/1978	Lessor:	HOWELL, ZELLA BELLE		
Expire Date:	03/21/1981	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0003853/E	Status:	ACTIVE	Recorded:	Book 30 Page 362
Lease Date:	02/14/1978	Lessor:	HARRY LLOYD MCGUIRE, TRUSTEE		
Expire Date:	02/14/1981	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0003853/F	Status:	ACTIVE	Recorded:	Book 30 Page 355
Lease Date:	01/19/1978	Lessor:	SERAFINO, MILTON L		
Expire Date:	01/19/1981	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0003854	Status:	ACTIVE	Recorded:	Book 23 Page 143
Lease Date:	07/26/1976	Lessor:	GUMIENNY, CHARLES, ET UX		
Expire Date:	07/26/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003855	Status:	ACTIVE	Recorded:	Book 23 Page 293
Lease Date:	07/26/1976	Lessor:	GUMIENNY, BENNIE ET AL		
Expire Date:	07/25/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003856	Status:	ACTIVE	Recorded:	Book 27 Page 564
Lease Date:	06/25/1976	Lessor:	WILSON, JAMES D, TTE		
Expire Date:	06/25/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD.		
Lease Number:	42-0003857	Status:	ACTIVE	Recorded:	Book 2532 Page 16
Lease Date:	10/17/1995	Lessor:	ST TX #M-96655		
Expire Date:	10/17/1998	Lessee:	CODY ENERGY, INC.		
Lease Number:	42-0003858/A	Status:	ACTIVE	Recorded:	Book 36 Page 11
Lease Date:	02/11/1980	Lessor:	SULLIVAN, ADAIR R		
Expire Date:	02/11/1981	Lessee:	HAWN BROTHERS		
Lease Number:	42-0003858/B	Status:	ACTIVE	Recorded:	Book 34 Page 235
Lease Date:	12/29/1978	Lessor:	WYNNE, LELA MAE, ET AL		
Expire Date:	12/29/1981	Lessee:	HAWN BROTHERS		
Lease Number:	42-0003859	Status:	ACTIVE	Recorded:	Book 26 Page 423
Lease Date:	05/09/1977	Lessor:	PAYNE, BILLY TRUSTEE		
Expire Date:	05/09/1980	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD		

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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 11-9-07 AD
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003860	Status:	ACTIVE	Recorded:	Book 22	Page 281
Lease Date:	11/13/1974	Lessor:	ZAJICEK, JOE F ET UX			
Expire Date:	11/13/1979	Lessee:	PUBLIC LANDS EXPLORATION, INC			
Lease Number:	42-0003861	Status:	ACTIVE	Recorded:	Book 27	Page 155
Lease Date:	07/11/1977	Lessor:	RODGERS, J E ET UX			
Expire Date:	07/11/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD			
Lease Number:	42-0003862	Status:	ACTIVE	Recorded:	Book 27	Page 162
Lease Date:	07/11/1977	Lessor:	RODGERS, J E ET UX			
Expire Date:	07/11/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD			
Lease Number:	42-0003863/A	Status:	ACTIVE	Recorded:	Book 25	Page 608
Lease Date:	02/04/1977	Lessor:	KOCHAN, DONNA LLOYD ET AL			
Expire Date:	02/04/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD			
Lease Number:	42-0003863/B	Status:	ACTIVE	Recorded:	Book 22	Page 165
Lease Date:	09/27/1974	Lessor:	LLOYD, GERTRUDE JOPP			
Expire Date:	09/27/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003864	Status:	ACTIVE	Recorded:	Book 27	Page 199
Lease Date:	07/18/1977	Lessor:	KOSTELKA, EMIL F ET UX			
Expire Date:	07/18/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003865	Status:	ACTIVE	Recorded:	Book 30	Page 448
Lease Date:	02/24/1978	Lessor:	WEST, H E ET UX			
Expire Date:	02/24/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003866	Status:	ACTIVE	Recorded:	Book 25	Page 707
Lease Date:	02/28/1977	Lessor:	GERMAN EVANGELICAL ZION CONGREGATION AT			
Expire Date:	02/28/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD.			
Lease Number:	42-0003867	Status:	ACTIVE	Recorded:	Book 22	Page 105
Lease Date:	08/30/1974	Lessor:	HALL, THOMAS K ET UX			
Expire Date:	08/30/1984	Lessee:	PUBLIC LANDS EXPLORATION, INC.			
Lease Number:	42-0003868	Status:	ACTIVE	Recorded:	Book 25	Page 710
Lease Date:	03/08/1977	Lessor:	HALL, MARK G			
Expire Date:	03/08/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD.			

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003869	Status:	ACTIVE	Recorded:	Book 22	Page 99
Lease Date:	08/30/1974	Lessor:	HALL, FREDERICK ET UX			
Expire Date:	08/30/1984	Lessee:	PUBLIC LANDS EXPLORATION, INC.			
Lease Number:	42-0003870	Status:	ACTIVE	Recorded:	Book 25	Page 713
Lease Date:	03/08/1977	Lessor:	HALL, J W JR			
Expire Date:	03/08/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003871	Status:	ACTIVE	Recorded:	Book 22	Page 701
Lease Date:	07/06/1976	Lessor:	KELLER, FRED W ET UX			
Expire Date:	07/06/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD			
Lease Number:	42-0003872	Status:	ACTIVE	Recorded:	Book 24	Page 83
Lease Date:	09/17/1976	Lessor:	GIBBS BROTHERS & COMPANY			
Expire Date:	09/17/1981	Lessee:	HERBERT L. DILLON , JR.			
Lease Number:	42-0003873	Status:	ACTIVE	Recorded:	Book	Page
Lease Date:	07/27/1977	Lessor:	JONES, RUBY LEE		27	514
			DARNELL, BESSIE M		27	497
			MILTON, LEWIS		27	499
			LEVI, JEROME M		27	501
			BYNUM, BESSIE		27	503
			LEVI, DAN S		27	505
			WADE, GLADYS JONES		27	508
			JONES, ELAINE & JARVIS KURNEY		27	510
			KURNEY, PINKNEY		27	512
			SMITH, WILLETTA B		27	516
			ROBERTS, ROSETTA B		27	518
			JONES, RUBY K		27	520
Expire Date:	07/27/1979	Lessee:	W C RICHARDSON			
Lease Number:	42-0003874	Status:	ACTIVE	Recorded:	Book 33	Page 185
Lease Date:	08/04/1978	Lessor:	SANDERS, JESSE RAY ET UX			
Expire Date:	08/04/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003875	Status:	ACTIVE	Recorded:	Book 22	Page 219
Lease Date:	10/21/1974	Lessor:	BROWN, ODAS M ET UX			
Expire Date:	10/21/1979	Lessee:	PUBLIC LANDS EXPLORATION, INC.			

STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on 4-9-07
County Clerk
Brazos County, Texas

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EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003876	Status:	ACTIVE	Recorded:	Book 23	Page 444
Lease Date:	08/30/1976	Lessor:	CRENSHAW, LESLIE ET UX			
Expire Date:	08/30/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD.			
Lease Number:	42-0003877	Status:	ACTIVE	Recorded:	Book 27	Page 604
Lease Date:	07/27/1977	Lessor:	HICKS, BOBBY LEE ET UX & VLB			
Expire Date:	07/27/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003878	Status:	ACTIVE	Recorded:	Book 28	Page 26
Lease Date:	08/09/1977	Lessor:	CLIFTON, O B ET UX			
Expire Date:	08/09/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003879	Status:	ACTIVE	Recorded:	Book 31	Page 209
Lease Date:	10/11/1977	Lessor:	FLING, JERRY LAWRENCE & VLB			
Expire Date:	10/11/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003880	Status:	ACTIVE	Recorded:	Book 28	Page 406
Lease Date:	09/30/1977	Lessor:	EBNER, CLARENCE ET AL			
Expire Date:	09/30/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003881	Status:	ACTIVE	Recorded:	Book 28	Page 30
Lease Date:	07/27/1977	Lessor:	HANOVER, BILLY JIM ET UX			
Expire Date:	07/27/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003882	Status:	ACTIVE	Recorded:	Book 23	Page 252
Lease Date:	07/23/1976	Lessor:	METZER, ANNA			
Expire Date:	07/22/1981	Lessee:	J WYLIE HARRIS JR			
Lease Number:	42-0003883	Status:	ACTIVE	Recorded:	Book 27	Page 561
Lease Date:	08/27/1974	Lessor:	WILSON, JAMES D ET AL			
Expire Date:	08/27/1979	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD.			
Lease Number:	42-0003884	Status:	ACTIVE	Recorded:	Book 24	Page 219
Lease Date:	07/23/1976	Lessor:	MEILLER, FRANCES ET AL			
Expire Date:	07/22/1981	Lessee:	J WYLIE HARRIS JR			
Lease Number:	42-0003885	Status:	ACTIVE	Recorded:	Book 27	Page 216
Lease Date:	07/13/1977	Lessor:	CONLEE, J D ET AL			
Expire Date:	07/12/1982	Lessee:	W C RICHARDSON			

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003886	Status:	ACTIVE	Recorded:	Book 34	Page 687
Lease Date:	03/28/1978	Lessor:	JONES, DONALD P ET UX			
Expire Date:	03/27/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003887	Status:	ACTIVE	Recorded:	Book 28	Page 408
Lease Date:	10/06/1977	Lessor:	DUNN, JAMES D JR ET AL			
Expire Date:	10/06/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003888	Status:	ACTIVE	Recorded:	Book 28	Page 295
Lease Date:	09/27/1977	Lessor:	OLDHAM, C L ET UX			
Expire Date:	09/27/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003889	Status:	ACTIVE	Recorded:	Book 26	Page 612
Lease Date:	06/08/1977	Lessor:	SELF, ROBERT D JR ET UX			
Expire Date:	06/08/1980	Lessee:	RICHARD C. HUDSON			
Lease Number:	42-0003890	Status:	ACTIVE	Recorded:	Book 31	Page 516
Lease Date:	04/26/1978	Lessor:	THOMPSON, DURWOOD ET UX			
Expire Date:	04/26/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003891	Status:	ACTIVE	Recorded:	Book 28	Page 503
Lease Date:	10/25/1977	Lessor:	HARDIN, WALTER JR ET UX			
Expire Date:	10/25/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003892	Status:	ACTIVE	Recorded:	Book 28	Page 345
Lease Date:	09/16/1977	Lessor:	FORD, WILLIAM CLAYTON ET UX			
Expire Date:	09/16/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003893	Status:	ACTIVE	Recorded:	Book 22	Page 57
Lease Date:	10/05/1974	Lessor:	NEVILL, CARVEY ET UX			
Expire Date:	10/05/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003894	Status:	ACTIVE	Recorded:	Book 35	Page 766
Lease Date:	12/03/1979	Lessor:	CARGILL, HOWARD W			
Expire Date:	12/03/1981	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003895	Status:	ACTIVE	Recorded:	Book 35	Page 541
Lease Date:	01/08/1980	Lessor:	PETE A. FAZZINO			
Expire Date:	01/08/1983	Lessee:	JORDAN ENGINEERING, INC.			

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003896	Status:	ACTIVE	Recorded:	Book 31	Page 269
Lease Date:	03/10/1978	Lessor:	PORTALES, RAY ET UX			
Expire Date:	03/10/1983	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003897	Status:	ACTIVE	Recorded:	Book 25	Page 148
Lease Date:	01/17/1977	Lessor:	WATSON, DR J GARLAND JR			
Expire Date:	01/16/1982	Lessee:	HERBERT L. DILLON, JR			
Lease Number:	42-0003898	Status:	ACTIVE	Recorded:	Book 25	Page 369
Lease Date:	01/25/1977	Lessor:	CONAWAY, MARY F			
Expire Date:	01/24/1982	Lessee:	HERBERT L. DILLON, JR			
Lease Number:	42-0003899	Status:	ACTIVE	Recorded:	Book 25	Page 137
Lease Date:	01/21/1977	Lessor:	CONAWAY, GEORGE			
Expire Date:	01/20/1982	Lessee:	HERBERT L. DILLON, JR.			
Lease Number:	42-0003900	Status:	ACTIVE	Recorded:	Book 22	Page 431
Lease Date:	08/22/1975	Lessor:	GARRETT, ROBERT C ET UX			
Expire Date:	08/22/1980	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003901	Status:	ACTIVE	Recorded:	Book 22	Page 168
Lease Date:	08/30/1974	Lessor:	HALL, REVEREND SHERRILL ET UX			
Expire Date:	08/30/1984	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003902	Status:	ACTIVE	Recorded:	Book 22	Page 108
Lease Date:	08/30/1974	Lessor:	CLARK, GENE W ET UX			
Expire Date:	08/30/1984	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003903	Status:	ACTIVE	Recorded:	Book 22	Page 216
Lease Date:	10/09/1974	Lessor:	NOBLETT, ROY M ET UX			
Expire Date:	10/09/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003904	Status:	ACTIVE	Recorded:	Book 23	Page 355
Lease Date:	08/13/1976	Lessor:	NEWCOMB, ALBERT E ET UX			
Expire Date:	08/12/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003905	Status:	ACTIVE	Recorded:	Book 23	Page 434
Lease Date:	08/30/1976	Lessor:	LISKI, HENRY			
Expire Date:	08/29/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			

STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on 4-9-07
County Clerk
Brazos County, Texas

Doc 00835314 Bk OR Vol 5696 Pg 17

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003906	Status:	ACTIVE	Recorded:	Book 23	Page 438
Lease Date:	08/30/1976	Lessor:	RILEY, EULA MAE			
Expire Date:	08/29/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003907	Status:	ACTIVE	Recorded:	Book 23	Page 498
Lease Date:	08/30/1976	Lessor:	HARTSFIELD, MELVIN ET UX			
Expire Date:	08/29/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003908	Status:	ACTIVE	Recorded:	Book 27	Page 463
Lease Date:	08/16/1977	Lessor:	DABBS, DON D ET UX			
Expire Date:	08/15/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003909	Status:	ACTIVE	Recorded:	Book 28	Page 724
Lease Date:	10/18/1977	Lessor:	GREGG, DAVID ET UX			
Expire Date:	10/18/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003910	Status:	ACTIVE	Recorded:	Book 23	Page 643
Lease Date:	09/10/1976	Lessor:	KENT POTTS ET AL			
Expire Date:	09/09/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003911	Status:	ACTIVE	Recorded:	Book 24	Page 77
Lease Date:	09/30/1976	Lessor:	CAMPBELL, HARVEY B ET UX			
Expire Date:	09/30/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003912	Status:	ACTIVE	Recorded:	Book 24	Page 88
Lease Date:	09/30/1976	Lessor:	SCHRAM, LEONA			
Expire Date:	09/30/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003913	Status:	ACTIVE	Recorded:	Book 23	Page 822
Lease Date:	09/25/1976	Lessor:	KOLOGINCZAK, STEPHEN			
Expire Date:	09/24/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003914	Status:	ACTIVE	Recorded:	Book 22	Page 177
Lease Date:	08/26/1974	Lessor:	ODOM, HENRY K ET UX			
Expire Date:	08/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003915	Status:	ACTIVE	Recorded:	Book 24	Page 393
Lease Date:	09/24/1976	Lessor:	FICKEY, LOUIS T ET UX			
Expire Date:	09/24/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003916	Status:	ACTIVE	Recorded:	Book 27 Page 840
Lease Date:	09/09/1977	Lessor:	KINDT, KENNETH J ET UX		
Expire Date:	09/08/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003917	Status:	ACTIVE	Recorded:	Book 27 Page 842
Lease Date:	09/12/1977	Lessor:	PIRAINO, LEE L ET UX		
Expire Date:	09/11/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003918/A	Status:	ACTIVE	Recorded:	Book 31 Page 551
Lease Date:	05/03/1978	Lessor:	EASTERLING, G M ET UX		
Expire Date:	05/02/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003918/AA	Status:	ACTIVE	Recorded:	Book 28 Page 445
Lease Date:	09/08/1977	Lessor:	WITHERS, RICHARD E ET UX & VLB		
Expire Date:	09/08/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0003918/AB	Status:	ACTIVE	Recorded:	Book 28 Page 452
Lease Date:	09/08/1977	Lessor:	GARRETT, ROBERT L ET UX & VLB		
Expire Date:	09/08/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0003918/AC	Status:	ACTIVE	Recorded:	Book 28 Page 441
Lease Date:	09/09/1977	Lessor:	THEISS, WAYNE A & VLB		
Expire Date:	09/09/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0003918/AD	Status:	ACTIVE	Recorded:	Book 28 Page 478
Lease Date:	09/09/1977	Lessor:	PETROSKI, FRANK JR ET AL		
Expire Date:	09/09/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0003918/AE	Status:	ACTIVE	Recorded:	Book 28 Page 448
Lease Date:	09/09/1977	Lessor:	VORWERK, CLIFFORD P ET AL		
Expire Date:	09/09/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0003918/B	Status:	ACTIVE	Recorded:	Book 31 Page 549
Lease Date:	04/29/1978	Lessor:	SCARMARDO, PETE R ET UX		
Expire Date:	04/29/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003918/C	Status:	ACTIVE	Recorded:	Book 27 Page 830
Lease Date:	09/01/1977	Lessor:	FRIELING, HERMAN E		
Expire Date:	09/01/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		

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STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on 4-09-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003918/D	Status:	ACTIVE	Recorded:	Book 27	Page 832
Lease Date:	09/01/1977	Lessor:	FRIELING, MAX H			
Expire Date:	09/01/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/E	Status:	ACTIVE	Recorded:	Book 27	Page 838
Lease Date:	09/09/1977	Lessor:	WILLIAMS, PAULINE FRIELING			
Expire Date:	09/09/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/F	Status:	ACTIVE	Recorded:	Book 27	Page 846
Lease Date:	09/16/1977	Lessor:	CROW, JUANITA H			
Expire Date:	09/16/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/G	Status:	ACTIVE	Recorded:	Book 28	Page 89
Lease Date:	09/14/1977	Lessor:	BRODERICK, JAMES H			
Expire Date:	09/14/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/H	Status:	ACTIVE	Recorded:	Book 28	Page 91
Lease Date:	09/15/1977	Lessor:	ROBERTS, CAROL M			
Expire Date:	09/15/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/I	Status:	ACTIVE	Recorded:	Book 28	Page 96
Lease Date:	09/15/1977	Lessor:	JACKSON, JOHN C			
Expire Date:	09/15/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/J	Status:	ACTIVE	Recorded:	Book 28	Page 98
Lease Date:	09/16/1977	Lessor:	HARDING, KENNETH C			
Expire Date:	09/16/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/K	Status:	ACTIVE	Recorded:	Book 28	Page 103
Lease Date:	09/15/1977	Lessor:	LUHM, MELVIN C			
Expire Date:	09/15/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/L	Status:	ACTIVE	Recorded:	Book 28	Page 192
Lease Date:	09/15/1977	Lessor:	BARRETT, GLORIA M			
Expire Date:	09/15/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/M	Status:	ACTIVE	Recorded:	Book 28	Page 196
Lease Date:	09/15/1977	Lessor:	POINDEXTER, VERNON RAY			
Expire Date:	09/15/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			

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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 4-9-07
County Clerk
Brazos County Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003918/N	Status:	ACTIVE	Recorded:	Book 28	Page 233
Lease Date:	09/16/1977	Lessor:	CRAWLEY, FLORENCE H			
Expire Date:	09/16/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003918/O	Status:	ACTIVE	Recorded:	Book 28	Page 738
Lease Date:	09/12/1977	Lessor:	FREELING, CLARENCE INDIV AND IND EXEC			
Expire Date:	09/12/1987	Lessee:	W T JORDAN			
Lease Number:	42-0003918/P	Status:	ACTIVE	Recorded:	Book 28	Page 380
Lease Date:	09/23/1977	Lessor:	FRIELING, LORNA			
Expire Date:	09/23/1980	Lessee:	JORDAN ENGINEERING, INC			
Lease Number:	42-0003918/Q	Status:	ACTIVE	Recorded:	Book 28	Page 121
Lease Date:	09/08/1977	Lessor:	FRIELING, FRED J ET UX			
Expire Date:	09/08/1980	Lessee:	JORDAN ENGINEERING, INC			
Lease Number:	42-0003918/R	Status:	ACTIVE	Recorded:	Book 30	Page 82
Lease Date:	10/20/1977	Lessor:	LUHN, P A ET UX			
Expire Date:	10/20/1982	Lessee:	JORDAN ENGINEERING, INC			
Lease Number:	42-0003918/S	Status:	ACTIVE	Recorded:	Book 28	Page 727
Lease Date:	09/12/1977	Lessor:	LANGE, EDNA			
Expire Date:	09/12/1980	Lessee:	JORDAN ENGINEERING, INC			
Lease Number:	42-0003918/T	Status:	ACTIVE	Recorded:	Book 28	Page 357
Lease Date:	09/12/1977	Lessor:	OSMUNDSON, LOUISE LANGE ET AL			
Expire Date:	09/12/1980	Lessee:	JORDAN ENGINEERING, INC			
Lease Number:	42-0003918/U	Status:	ACTIVE	Recorded:	Book 28	Page 376
Lease Date:	09/12/1977	Lessor:	NEWMAN, HELEN LANGE ET AL			
Expire Date:	09/12/1980	Lessee:	JORDAN ENGINEERING, INC			
Lease Number:	42-0003918/V	Status:	ACTIVE	Recorded:	Book 28	Page 735
Lease Date:	09/26/1977	Lessor:	FRIELING, E B			
Expire Date:	09/26/1984	Lessee:	JORDAN ENGINEERING, INC			
Lease Number:	42-0003918/W	Status:	ACTIVE	Recorded:	Book 32	Page 715
Lease Date:	05/19/1978	Lessor:	HARDING, MCKINLEY			
Expire Date:	05/19/1981	Lessee:	JORDAN ENGINEERING, INC			

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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 4-9-07
County Clerk, Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003918/X	Status:	ACTIVE	Recorded:	Book 32	Page 717
Lease Date:	05/03/1978	Lessor:	HARDING, CALVIN R			
Expire Date:	05/03/1981	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003918/Y	Status:	ACTIVE	Recorded:	Book 31	Page 36
Lease Date:	04/04/1978	Lessor:	STEVEN, HOWARD A			
Expire Date:	04/04/1981	Lessee:	JORDAN ENGINEERING, INC			
Lease Number:	42-0003918/Z	Status:	ACTIVE	Recorded:	Book 28	Page 205
Lease Date:	09/23/1977	Lessor:	FISHER, THOMAS			
Expire Date:	09/23/1980	Lessee:	JORDAN ENGINEERING, INC			
Lease Number:	42-0003919	Status:	ACTIVE	Recorded:	Book 28	Page 251
Lease Date:	09/26/1977	Lessor:	KENYON, MILDRED			
Expire Date:	09/26/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003920	Status:	ACTIVE	Recorded:	Book 28	Page 93
Lease Date:	09/12/1977	Lessor:	PIRAINO, LEE LEONARD ET UX & VLB			
Expire Date:	09/11/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003921	Status:	ACTIVE	Recorded:	Book 22	Page 183
Lease Date:	09/27/1974	Lessor:	PLAGENS, H F			
Expire Date:	09/27/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003922	Status:	ACTIVE	Recorded:	Book 29	Page 4
Lease Date:	10/10/1977	Lessor:	COTTON, FRANK A ET UX			
Expire Date:	10/10/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003923	Status:	ACTIVE	Recorded:	Book 27	Page 588
Lease Date:	07/28/1977	Lessor:	BEWLEY, LARRY N ET UX			
Expire Date:	07/28/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003924	Status:	ACTIVE	Recorded:	Book 28	Page 247
Lease Date:	10/03/1977	Lessor:	WALDROP, JAMES N ET AL			
Expire Date:	10/03/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003925	Status:	ACTIVE	Recorded:	Book 28	Page 359
Lease Date:	09/15/1977	Lessor:	RILEY, J F ET UX			
Expire Date:	09/15/1980	Lessee:	JORDAN ENGINEERING, INC.			

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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 4-29-07
County Clerk, Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003926	Status:	ACTIVE	Recorded:	Book 28 Page 475
Lease Date:	09/24/1977	Lessor:	SEMBERA, ALTON RAY ET UX & VLB		
Expire Date:	09/24/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0003927	Status:	ACTIVE	Recorded:	Book 28 Page 531
Lease Date:	09/30/1977	Lessor:	SHIRLEY, LEWIS JR ET UX		
Expire Date:	09/30/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0003928	Status:	ACTIVE	Recorded:	Book 28 Page 302
Lease Date:	10/05/1977	Lessor:	LAZA, ANTONE E ET UX		
Expire Date:	10/05/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003929	Status:	ACTIVE	Recorded:	Book 22 Page 661
Lease Date:	06/28/1976	Lessor:	VEAZEY, LANACE J ET UX		
Expire Date:	06/27/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003930	Status:	ACTIVE	Recorded:	Book 22 Page 696
Lease Date:	07/02/1976	Lessor:	DAVIDSON, EDGAR D ET UX		
Expire Date:	07/01/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003931	Status:	ACTIVE	Recorded:	Book 23 Page 165
Lease Date:	07/15/1976	Lessor:	WINKLER, HOWARD T		
Expire Date:	07/14/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003932	Status:	ACTIVE	Recorded:	Book 23 Page 308
Lease Date:	07/26/1976	Lessor:	SMITH, JOHN E ET UX		
Expire Date:	07/25/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003933	Status:	ACTIVE	Recorded:	Book 26 Page 134
Lease Date:	04/05/1977	Lessor:	JOPP, MARGARET L		
Expire Date:	04/05/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003934	Status:	ACTIVE	Recorded:	Book 26 Page 244
Lease Date:	04/22/1977	Lessor:	DITTFURTH, HAROLD V ET UX		
Expire Date:	04/22/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003935	Status:	ACTIVE	Recorded:	Book 26 Page 255
Lease Date:	04/23/1977	Lessor:	ROSIER, ROBERT WAYNE ET UX		
Expire Date:	04/23/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003936	Status:	ACTIVE	Recorded:	Book 26 Page 463
Lease Date:	05/24/1977	Lessor:	BROCKSMITH, CHARLES ET UX		
Expire Date:	05/24/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003937	Status:	ACTIVE	Recorded:	Book 26 Page 259
Lease Date:	04/29/1977	Lessor:	RILEY, THOMAS E ET UX		
Expire Date:	04/29/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003938	Status:	ACTIVE	Recorded:	Book 26 Page 261
Lease Date:	04/29/1977	Lessor:	WEST, LARRY H ET UX		
Expire Date:	04/29/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003939	Status:	ACTIVE	Recorded:	Book 24 Page 668
Lease Date:	12/14/1976	Lessor:	KEHLENBRINK, DAVID B ET UX		
Expire Date:	12/14/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003940	Status:	ACTIVE	Recorded:	Book 24 Page 581
Lease Date:	12/08/1976	Lessor:	BURT, JOE CLYDE ET UX		
Expire Date:	12/08/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003941	Status:	ACTIVE	Recorded:	Book 24 Page 622
Lease Date:	12/15/1976	Lessor:	MOSLEY, EDWIN T ET UX		
Expire Date:	12/14/1986	Lessee:	TOMMY JACKSON		
Lease Number:	42-0003942	Status:	ACTIVE	Recorded:	Book 25 Page 550
Lease Date:	02/10/1977	Lessor:	CONAWAY, JOEL E		
Expire Date:	02/09/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003943	Status:	ACTIVE	Recorded:	Book 25 Page 141
Lease Date:	01/24/1977	Lessor:	CONAWAY, JOHN		
Expire Date:	01/23/1982	Lessee:	HERBERT L. DILLON		
Lease Number:	42-0003944	Status:	ACTIVE	Recorded:	Book 25 Page 134
Lease Date:	01/25/1977	Lessor:	LANG, JAMES ET UX		
Expire Date:	01/25/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0003945	Status:	ACTIVE	Recorded:	Book 25 Page 610
Lease Date:	02/28/1977	Lessor:	CONRAD, ANNIE		
Expire Date:	02/28/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003946	Status:	ACTIVE	Recorded:	Book 22	Page 604
Lease Date:	06/24/1976	Lessor:	KINDT, JOHN A ET UX			
Expire Date:	06/23/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003947	Status:	ACTIVE	Recorded:	Book 22	Page 589
Lease Date:	06/23/1976	Lessor:	LLOYD, RUSSELL ET UX			
Expire Date:	06/22/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003948	Status:	ACTIVE	Recorded:	Book 22	Page 187
Lease Date:	09/07/1974	Lessor:	SCHRAM, FRED HENRY JR ET AL			
Expire Date:	09/06/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003949	Status:	ACTIVE	Recorded:	Book 22	Page 615
Lease Date:	06/22/1976	Lessor:	BAKER, ROBERT W ET UX			
Expire Date:	06/22/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003950	Status:	ACTIVE	Recorded:	Book 27	Page 468
Lease Date:	04/29/1977	Lessor:	GENERAL TELEPHONE CO. OF THE SOUTHWEST			
Expire Date:	04/29/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003951	Status:	ACTIVE	Recorded:	Book 31	Page 70
Lease Date:	03/27/1978	Lessor:	CEDAR CREEK LODGE #300 AF & AM			
Expire Date:	03/27/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD			
Lease Number:	42-0003952/A	Status:	ACTIVE	Recorded:	Book 36	Page 449
Lease Date:	05/28/1980	Lessor:	COUNTY CLERK OF BRAZOS COUNTY, AS RECEIV			
Expire Date:	05/28/1985	Lessee:	GULF OIL CORPORATION			
Lease Number:	42-0003952/B	Status:	ACTIVE	Recorded:	Book 22	Page 53
Lease Date:	10/03/1974	Lessor:	STEVENER, LEON W ET UX			
Expire Date:	10/03/1979	Lessee:	PUBLIC LANDS EXPLORATION, INC			
Lease Number:	42-0003952/C	Status:	ACTIVE	Recorded:	Book 22	Page 180
Lease Date:	09/05/1974	Lessor:	WILSON, HERBERT O ET UX			
Expire Date:	09/05/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003952/D	Status:	ACTIVE	Recorded:	Book 22	Page 174
Lease Date:	09/07/1974	Lessor:	BENNETT, FRENCHY D ET AL			
Expire Date:	09/07/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			

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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 4-8-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003953	Status:	ACTIVE	Recorded:	Book 22	Page 263
Lease Date:	11/11/1974	Lessor:	WEEDON, HARDY JR ET UX			
Expire Date:	11/10/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003954	Status:	ACTIVE	Recorded:	Book 22	Page 254
Lease Date:	11/11/1974	Lessor:	VYMOLA, ADELA M			
Expire Date:	11/10/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003955	Status:	ACTIVE	Recorded:	Book 22	Page 298
Lease Date:	11/25/1974	Lessor:	TUREK, ALBERT L ET UX			
Expire Date:	11/24/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003956	Status:	ACTIVE	Recorded:	Book 22	Page 302
Lease Date:	11/11/1974	Lessor:	MOORE, JOHN A ET UX			
Expire Date:	11/10/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003957/A	Status:	ACTIVE	Recorded:	Book 27	Page 556
Lease Date:	08/27/1974	Lessor:	WILSON, JAMES D ET AL			
Expire Date:	08/27/1979	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD			
Lease Number:	42-0003957/B	Status:	ACTIVE	Recorded:	Book 22	Page 465
Lease Date:	01/29/1976	Lessor:	LANG, JAMES ET UX			
Expire Date:	01/29/1981	Lessee:	C.R. HARDY			
Lease Number:	42-0003958	Status:	ACTIVE	Recorded:	Book 22	Page 294
Lease Date:	12/19/1974	Lessor:	LENZ, OLLIE T ET UX			
Expire Date:	12/19/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003959	Status:	ACTIVE	Recorded:	Book 22	Page 259
Lease Date:	11/08/1974	Lessor:	KRISTYNIK, GEORGE E ET UX			
Expire Date:	11/08/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003960	Status:	ACTIVE	Recorded:	Book 22	Page 251
Lease Date:	11/15/1974	Lessor:	HOLUBEC, ALBIN F ET UX			
Expire Date:	11/15/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003961	Status:	ACTIVE	Recorded:	Book 28	Page 173
Lease Date:	08/04/1977	Lessor:	BECKA, JOHNNY J ET AL			
Expire Date:	08/04/1982	Lessee:	JORDAN ENGINEERING, INC.			

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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 4-9-07
County Clerk
Brazos County Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003962	Status:	ACTIVE	Recorded:	Book 22	Page 76
Lease Date:	08/26/1974	Lessor:	ODOM, W F			
Expire Date:	08/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003963	Status:	ACTIVE	Recorded:	Book 22	Page 60
Lease Date:	09/11/1974	Lessor:	GILPIN, WOODROW W ET UX			
Expire Date:	09/11/1979	Lessee:	PUBLIC LANDS EXPLORATION, INC			
Lease Number:	42-0003964	Status:	ACTIVE	Recorded:	Book 21	Page 697
Lease Date:	09/06/1974	Lessor:	CONNER, WILLIS C ET UX			
Expire Date:	09/06/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003965	Status:	ACTIVE	Recorded:	Book 21	Page 709
Lease Date:	08/28/1974	Lessor:	ODOM, W F			
Expire Date:	08/27/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003966/A	Status:	ACTIVE	Recorded:	Book 24	Page 583
Lease Date:	12/10/1976	Lessor:	EASTERLING, G M ET UX			
Expire Date:	12/09/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003966/B	Status:	ACTIVE	Recorded:	Book 28	Page 466
Lease Date:	09/21/1977	Lessor:	SIEGERT, ROBERT W ET UX			
Expire Date:	09/21/1982	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0003967	Status:	ACTIVE	Recorded:	Book 24	Page 705
Lease Date:	12/14/1976	Lessor:	FORSTHOFF, CHARLES O			
Expire Date:	12/14/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003968	Status:	ACTIVE	Recorded:	Book 24	Page 511
Lease Date:	11/30/1976	Lessor:	KELLEY, W T ET UX			
Expire Date:	11/30/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003969	Status:	ACTIVE	Recorded:	Book 22	Page 160
Lease Date:	09/27/1974	Lessor:	ENDLER, P J ET UX			
Expire Date:	09/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003970/A	Status:	ACTIVE	Recorded:	Book 28	Page 823
Lease Date:	11/17/1977	Lessor:	BARRON, VERDA AMES			
Expire Date:	11/16/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			

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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 4-8-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003970/B	Status:	ACTIVE	Recorded:	Book 28	Page 438
Lease Date:	09/23/1977	Lessor:	MCDONALD, FLOYD E, ET UX			
Expire Date:	09/22/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003971	Status:	ACTIVE	Recorded:	Book 24	Page 858
Lease Date:	11/29/1976	Lessor:	BRYAN INDEPENDENT SCHOOL DISTRICT			
Expire Date:	11/29/1981	Lessee:	DON E. WILLIAMS			
Lease Number:	42-0003972	Status:	ACTIVE	Recorded:	Book 23	Page 432
Lease Date:	08/20/1976	Lessor:	CARGILL, HOWARD W, ET UX			
Expire Date:	08/19/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003973	Status:	ACTIVE	Recorded:	Book 27	Page 481
Lease Date:	08/03/1977	Lessor:	ROBERTS, J E, ET AL			
Expire Date:	08/02/1979	Lessee:	GUS EDWARDS CO			
Lease Number:	42-0003974	Status:	ACTIVE	Recorded:	multiple recording for LSE type	
Lease Date:	08/30/1974	Lessor:	BEARD, EUGENE M, ET UX			
Expire Date:	08/30/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003975	Status:	ACTIVE	Recorded:	Book 27	Page 836
Lease Date:	09/07/1977	Lessor:	SIDES, CLYDE D, ET UX			
Expire Date:	09/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003976	Status:	ACTIVE	Recorded:	Book 25	Page 126
Lease Date:	01/24/1977	Lessor:	DEHART, HOWARD L, ET UX			
Expire Date:	01/23/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003977	Status:	ACTIVE	Recorded:	Book 26	Page 365
Lease Date:	05/11/1977	Lessor:	GIBSON, JIMMY V., ET UX			
Expire Date:	05/11/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003978	Status:	ACTIVE	Recorded:	Book 26	Page 156
Lease Date:	04/11/1977	Lessor:	MEYER, CLIFFORD A., ET UX			
Expire Date:	04/11/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003979	Status:	ACTIVE	Recorded:	Book 26	Page 7
Lease Date:	03/29/1977	Lessor:	RELIANCE BAPTIST CHURCH			
Expire Date:	03/28/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			

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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 4-8-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003980	Status:	ACTIVE	Recorded:	Book 26	Page 356
Lease Date:	05/04/1977	Lessor:	LUTHER, H. A., ET UX			
Expire Date:	05/04/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003981	Status:	ACTIVE	Recorded:	Book 23	Page 639
Lease Date:	08/31/1976	Lessor:	CRENSHAW, LESLIE M., ET AL			
Expire Date:	08/30/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003982	Status:	ACTIVE	Recorded:	Book 34	Page 508
Lease Date:	07/06/1979	Lessor:	NORMAN, B. F., JR., ET AL			
Expire Date:	09/08/1980	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003983	Status:	ACTIVE	Recorded:	Book 34	Page 505
Lease Date:	07/06/1979	Lessor:	BOYD, FRANK E., ET UX			
Expire Date:	09/08/1980	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003984	Status:	ACTIVE	Recorded:	Book 33	Page 287
Lease Date:	09/11/1978	Lessor:	DYESS, JOHN M., ET UX			
Expire Date:	09/11/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003985	Status:	ACTIVE	Recorded:	Book 32	Page 201
Lease Date:	05/29/1979	Lessor:	KURTEN CEMETERY ASSOCIATION			
Expire Date:	05/28/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003986	Status:	ACTIVE	Recorded:	Book 22	Page 478
Lease Date:	05/08/1976	Lessor:	MOORE, HENRY, ET UX			
Expire Date:	05/07/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003987	Status:	ACTIVE	Recorded:	Book 22	Page 156
Lease Date:	10/09/1974	Lessor:	FICKEY, RAYMOND J., ET UX			
Expire Date:	10/09/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003988	Status:	ACTIVE	Recorded:	Book 26	Page 813
Lease Date:	05/17/1977	Lessor:	FJELD, ROBERT ALAN, ET UX			
Expire Date:	05/16/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003989	Status:	ACTIVE	Recorded:	Book 22	Page 138
Lease Date:	09/30/1974	Lessor:	KINDT, WALTER J, ET UX			
Expire Date:	09/30/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			

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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 4-8-07
County Clerk, Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0003990	Status:	ACTIVE	Recorded:	Book 22	Page 111
Lease Date:	10/04/1974	Lessor:	FRIDEL, FRANK, ET AL			
Expire Date:	10/03/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003991	Status:	ACTIVE	Recorded:	Book 22	Page 291
Lease Date:	12/06/1974	Lessor:	JOPP, GUS E.			
Expire Date:	12/06/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003992	Status:	ACTIVE	Recorded:	Book 22	Page 288
Lease Date:	12/06/1974	Lessor:	LLOYD, GERTRUDE JOPP			
Expire Date:	12/06/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0003993	Status:	ACTIVE	Recorded:	Book 23	Page 658
Lease Date:	09/21/1976	Lessor:	DUBOSE, LANSING ALLISON			
Expire Date:	09/20/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003994	Status:	ACTIVE	Recorded:	Book 24	Page 3
Lease Date:	09/03/1976	Lessor:	RESTIVO, LUCILLE RUFFINO, ET AL			
Expire Date:	09/02/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003995	Status:	ACTIVE	Recorded:	Book 22	Page 630
Lease Date:	06/22/1976	Lessor:	KINDT, LOUIS L, ET UX			
Expire Date:	06/21/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003996	Status:	ACTIVE	Recorded:	Book 23	Page 662
Lease Date:	09/02/1976	Lessor:	DYESS, JOHN M.			
Expire Date:	09/01/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003997	Status:	ACTIVE	Recorded:	Book 22	Page 607
Lease Date:	06/24/1976	Lessor:	LLOYD, LESLIE, ET UX			
Expire Date:	06/24/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003998	Status:	ACTIVE	Recorded:	Book 27	Page 159
Lease Date:	07/08/1977	Lessor:	MCKINNEY, JOHN M., ET UX			
Expire Date:	07/07/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0003999	Status:	ACTIVE	Recorded:	Book 22	Page 277
Lease Date:	11/08/1974	Lessor:	MOORE, ROBERT HENRY, ET UX			
Expire Date:	11/08/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0004000	Status:	ACTIVE	Recorded:	Book 22 Page 628
Lease Date:	06/24/1976	Lessor:	HEARNE, BRYAN W, ET UX		
Expire Date:	06/24/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004001	Status:	ACTIVE	Recorded:	Book 22 Page 650
Lease Date:	06/24/1976	Lessor:	KEHLENBRINK, DAVID B, ET UX		
Expire Date:	06/24/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004002	Status:	ACTIVE	Recorded:	Book 22 Page 655
Lease Date:	06/25/1976	Lessor:	CONAWAY, JOHN ALLEN, ET UX		
Expire Date:	06/24/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004003	Status:	ACTIVE	Recorded:	Book 22 Page 645
Lease Date:	06/25/1976	Lessor:	HERMAN, JOHN E, ET UX		
Expire Date:	06/24/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004004	Status:	ACTIVE	Recorded:	Book 22 Page 666
Lease Date:	06/28/1976	Lessor:	FAULKNER, BROCK H., ET UX		
Expire Date:	06/27/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004005	Status:	ACTIVE	Recorded:	Book 22 Page 698
Lease Date:	06/29/1976	Lessor:	FRENZEL, HILDA		
Expire Date:	06/28/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004006	Status:	ACTIVE	Recorded:	Book 22 Page 706
Lease Date:	07/06/1976	Lessor:	MILBERGER, WILLIE, JR.		
Expire Date:	07/05/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004007	Status:	ACTIVE	Recorded:	Book 22 Page 681
Lease Date:	06/07/1976	Lessor:	MCCALLUM, JAMES A, ET AL		
Expire Date:	06/07/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004008	Status:	ACTIVE	Recorded:	Book 22 Page 735
Lease Date:	07/10/1976	Lessor:	ROSS, MARSHAL, ET UX		
Expire Date:	07/09/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004009	Status:	ACTIVE	Recorded:	Book 22 Page 761
Lease Date:	07/06/1976	Lessor:	MILBERGER, LENA		
Expire Date:	07/06/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		

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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 4-8-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0004010	Status:	ACTIVE	Recorded:	Book 22	Page 742
Lease Date:	07/09/1976	Lessor:	URSO, SAM P, ET UX			
Expire Date:	07/08/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004011	Status:	ACTIVE	Recorded:	Book 22	Page 759
Lease Date:	07/01/1976	Lessor:	BUSEY, JAY J, ET UX			
Expire Date:	06/30/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004012	Status:	ACTIVE	Recorded:	Book 23	Page 255
Lease Date:	07/22/1976	Lessor:	VARA, MARTIN E ET UX			
Expire Date:	07/22/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004013	Status:	ACTIVE	Recorded:	Book 23	Page 297
Lease Date:	07/22/1976	Lessor:	STAFFORD, JOSEPH D ET AL			
Expire Date:	07/21/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004014/A	Status:	ACTIVE	Recorded:	Book 22	Page 304
Lease Date:	07/26/1976	Lessor:	GERALD S. PITTS, LTD #1			
Expire Date:	07/25/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004015	Status:	ACTIVE	Recorded:	Book 23	Page 299
Lease Date:	07/26/1976	Lessor:	GERALD S. PITTS, LTD #1			
Expire Date:	07/25/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004016/A	Status:	ACTIVE	Recorded:	Book 23	Page 351
Lease Date:	07/27/1976	Lessor:	HEDTKE, MARTHA			
Expire Date:	07/27/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004016/B	Status:	ACTIVE	Recorded:	Book 23	Page 820
Lease Date:	09/23/1976	Lessor:	HOLLIDAY, BOBBY ET UX			
Expire Date:	09/23/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004017/A	Status:	ACTIVE	Recorded:	Book 22	Page 79
Lease Date:	08/26/1974	Lessor:	LANG, JAMES ET UX			
Expire Date:	08/26/1979	Lessee:	PUBLIC LANDS EXPLORATION INC			
Lease Number:	42-0004017/B	Status:	ACTIVE	Recorded:	Book 25	Page 344
Lease Date:	11/24/1976	Lessor:	TEXAS OSAGE ROYALTY POOL, INC			
Expire Date:	11/24/1979	Lessee:	AMALGAMATED BONANZA PETROLEUM			

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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 4-4-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0004018/A	Status:	ACTIVE	Recorded:	Book 22 Page 385
Lease Date:	07/29/1975	Lessor:	TATUM, JAMES E ET AL		
Expire Date:	07/28/1985	Lessee:	JACK E HAVARD		
Lease Number:	42-0004018/B	Status:	ACTIVE	Recorded:	Book 22 Page 387
Lease Date:	09/03/1975	Lessor:	SHANAHAN, J JOSEPH ET AL		
Expire Date:	09/02/1980	Lessee:	JACK E HARVARD		
Lease Number:	42-0004018/C	Status:	ACTIVE	Recorded:	Book 24 Page 824
Lease Date:	01/04/1977	Lessor:	NEWBERRY, PATTIE SIMS ET VIR		
Expire Date:	01/03/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004018/D	Status:	ACTIVE	Recorded:	Book 22 Page 679
Lease Date:	06/29/1976	Lessor:	WHITMORE, MARTHA JANE ET VIR		
Expire Date:	06/28/1981	Lessee:	JACK E. HAVARD		
Lease Number:	42-0004019/A	Status:	ACTIVE	Recorded:	Book 30 Page 451
Lease Date:	02/25/1978	Lessor:	PETERSON, CURTIS ET UX		
Expire Date:	02/24/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004019/AA	Status:	ACTIVE	Recorded:	Book 27 Page 283
Lease Date:	06/07/1977	Lessor:	WEAKLY, CLARENCE W ET UX		
Expire Date:	06/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004019/AB	Status:	ACTIVE	Recorded:	Book 27 Page 281
Lease Date:	06/06/1977	Lessor:	THWEATT, JAMES PHILLIP ET UX		
Expire Date:	06/05/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004019/AC	Status:	ACTIVE	Recorded:	Book 27 Page 320
Lease Date:	06/02/1977	Lessor:	COOK, TED E ET UX		
Expire Date:	06/01/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004019/AD	Status:	ACTIVE	Recorded:	Book 27 Page 318
Lease Date:	06/18/1977	Lessor:	COOK, TED M ET UX		
Expire Date:	06/17/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004019/AE	Status:	ACTIVE	Recorded:	Book 24 Page 810
Lease Date:	12/29/1976	Lessor:	BOYD, LUCILLE		
Expire Date:	12/28/1981	Lessee:	AMALGAMATED BONANZA PETROLEUM		

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0004019/AF	Status:	ACTIVE	Recorded:	Book 34	Page 170
Lease Date:	03/12/1979	Lessor:	BAWCOM, EDNA M			
Expire Date:	03/11/1984	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/AG	Status:	ACTIVE	Recorded:	Book 27	Page 326
Lease Date:	07/14/1977	Lessor:	FLUITT, LOGAN TRUSTEE			
Expire Date:	07/13/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/AH	Status:	ACTIVE	Recorded:	Book 27	Page 828
Lease Date:	08/25/1977	Lessor:	DREW, BOBBY G ET UX			
Expire Date:	08/24/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/B	Status:	ACTIVE	Recorded:	Book 33	Page 527
Lease Date:	09/18/1978	Lessor:	BOMNSKIE, EDDIE WAYNE ET AL			
Expire Date:	09/17/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/C	Status:	ACTIVE	Recorded:	Book 34	Page 173
Lease Date:	03/05/1979	Lessor:	JOHNSTON, BENJAMIN K ET UX			
Expire Date:	03/04/1984	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/D	Status:	ACTIVE	Recorded:	Book 27	Page 271
Lease Date:	06/10/1977	Lessor:	ZBORIL, LOUIS E			
Expire Date:	06/09/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/E	Status:	ACTIVE	Recorded:	Book 27	Page 277
Lease Date:	06/02/1977	Lessor:	SCOTT, PERRY C			
Expire Date:	06/01/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/F	Status:	ACTIVE	Recorded:	Book 27	Page 279
Lease Date:	06/02/1977	Lessor:	SCOTT, JACK E ET UX			
Expire Date:	06/01/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/G	Status:	ACTIVE	Recorded:	Book 27	Page 308
Lease Date:	07/07/1977	Lessor:	COOK, DONALD G ET UX			
Expire Date:	07/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/H	Status:	ACTIVE	Recorded:	Book 33	Page 464
Lease Date:	09/28/1978	Lessor:	NEWCOMB, LESTER M ET UX			
Expire Date:	09/27/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			

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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 4-19-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0004019/I	Status:	ACTIVE	Recorded:	Book 32	Page 191
Lease Date:	03/15/1978	Lessor:	BRUNS, JAMES C ET AL			
Expire Date:	03/14/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/J	Status:	ACTIVE	Recorded:	Book 27	Page 275
Lease Date:	06/06/1977	Lessor:	JOSEY, HENRY C			
Expire Date:	06/05/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/K	Status:	ACTIVE	Recorded:	Book 27	Page 314
Lease Date:	06/20/1977	Lessor:	NEWCOMB, W R			
Expire Date:	06/19/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/L	Status:	ACTIVE	Recorded:	Book 27	Page 316
Lease Date:	06/02/1977	Lessor:	FRIDEL, FRANK			
Expire Date:	06/01/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/M	Status:	ACTIVE	Recorded:	Book 27	Page 285
Lease Date:	06/07/1977	Lessor:	AUTREY, GLENN G ET UX			
Expire Date:	06/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/N	Status:	ACTIVE	Recorded:	Book 27	Page 293
Lease Date:	06/07/1977	Lessor:	MAY, BILLY E ET UX			
Expire Date:	06/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/O	Status:	ACTIVE	Recorded:	Book 29	Page 466
Lease Date:	01/12/1978	Lessor:	ENGELMAN, CHARLES E ET UX			
Expire Date:	01/12/1983	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/P	Status:	ACTIVE	Recorded:	Book 27	Page 322
Lease Date:	07/18/1977	Lessor:	GRAY, GARY			
Expire Date:	07/17/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/Q	Status:	ACTIVE	Recorded:	Book 27	Page 268
Lease Date:	06/15/1977	Lessor:	SHEARER, GEORGE H ET UX			
Expire Date:	06/14/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/R	Status:	ACTIVE	Recorded:	Book 27	Page 291
Lease Date:	06/09/1977	Lessor:	HAMANN, WILLIAM J ET UX			
Expire Date:	06/08/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0004019/S	Status:	ACTIVE	Recorded:	Book 27	Page 304
Lease Date:	06/07/1977	Lessor:	LOHSE, EDDIE D ET UX			
Expire Date:	06/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/T	Status:	ACTIVE	Recorded:	Book 27	Page 295
Lease Date:	06/09/1977	Lessor:	NORRIS, OTHA ET UX			
Expire Date:	06/08/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/U	Status:	ACTIVE	Recorded:	Book 34	Page 159
Lease Date:	03/01/1979	Lessor:	SWANZY, MILDRED			
Expire Date:	02/29/1984	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/V	Status:	ACTIVE	Recorded:	Book 27	Page 306
Lease Date:	07/07/1977	Lessor:	SCHULZ, MONROE L ET UX			
Expire Date:	07/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/W	Status:	ACTIVE	Recorded:	Book 27	Page 310
Lease Date:	07/07/1977	Lessor:	BARNES, ROGER B ET UX			
Expire Date:	07/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/X	Status:	ACTIVE	Recorded:	Book 27	Page 287
Lease Date:	06/07/1977	Lessor:	NICHOLS, CHARLES WAYNE ET UX			
Expire Date:	06/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/Y	Status:	ACTIVE	Recorded:	Book 27	Page 299
Lease Date:	06/09/1977	Lessor:	NICHOLS, CHARLES A ET UX			
Expire Date:	06/08/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004019/Z	Status:	ACTIVE	Recorded:	Book 34	Page 249
Lease Date:	04/10/1979	Lessor:	MCELROY, WILLIAM JAMES			
Expire Date:	04/09/1984	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004020/A	Status:	ACTIVE	Recorded:	Book 25	Page 768
Lease Date:	03/07/1977	Lessor:	JOSEY, HENRY C ET UX			
Expire Date:	03/06/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004020/B	Status:	ACTIVE	Recorded:	Book 25	Page 338
Lease Date:	01/28/1977	Lessor:	TURNER, H R			
Expire Date:	01/27/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0004020/C	Status:	ACTIVE	Recorded:	Book 25	Page 341
Lease Date:	01/28/1977	Lessor:	BUCHANAN, S R			
Expire Date:	01/27/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004021/A	Status:	ACTIVE	Recorded:	Book 24	Page 839
Lease Date:	01/13/1977	Lessor:	KURTEN, J H			
Expire Date:	01/13/1987	Lessee:	TOMMY JACKSON			
Lease Number:	42-0004021/B	Status:	ACTIVE	Recorded:	Book 24	Page 585
Lease Date:	12/14/1976	Lessor:	LANG, JAMES, ET UX			
Expire Date:	12/14/1986	Lessee:	TOMMY JACKSON			
Lease Number:	42-0004022	Status:	ACTIVE	Recorded:	Book 25	Page 543
Lease Date:	02/26/1977	Lessor:	JOE SIKORSKI, JR AND RUTH SIKORSKI			
Expire Date:	02/26/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004023	Status:	ACTIVE	Recorded:	Book 25	Page 539
Lease Date:	02/16/1977	Lessor:	GENTRY, CHARLES, W, ET UX			
Expire Date:	02/15/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004024	Status:	ACTIVE	Recorded:	Book 25	Page 124
Lease Date:	01/21/1977	Lessor:	BROCKSMITH, CHARLES, ET UX			
Expire Date:	01/21/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004025/A	Status:	ACTIVE	Recorded:	Book 25	Page 122
Lease Date:	01/19/1977	Lessor:	LICHTENWALNER, RICHARD E, ET UX			
Expire Date:	01/19/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004026	Status:	ACTIVE	Recorded:	Book 25	Page 770
Lease Date:	03/04/1977	Lessor:	WRIGHT, JIMMY RAY, ET UX			
Expire Date:	03/04/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004027	Status:	ACTIVE	Recorded:	Book 25	Page 765
Lease Date:	03/15/1977	Lessor:	RILEY, MARTIN L, ET UX			
Expire Date:	03/15/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			
Lease Number:	42-0004028	Status:	ACTIVE	Recorded:	Book 25	Page 763
Lease Date:	03/18/1977	Lessor:	KOLOGINCZAK, VICTOR J			
Expire Date:	03/18/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM			

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0004029	Status:	ACTIVE	Recorded:	Book 26 Page 153
Lease Date:	03/30/1977	Lessor:	DIETRICH, RAYMOND A, ET UX		
Expire Date:	03/29/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004030	Status:	ACTIVE	Recorded:	Book 26 Page 4
Lease Date:	03/29/1977	Lessor:	RELIANCE EDUCATIONAL & REC CENTER		
Expire Date:	03/29/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004031	Status:	ACTIVE	Recorded:	Book 26 Page 162
Lease Date:	04/20/1977	Lessor:	LOVELL, ERNEST, ET UX		
Expire Date:	04/20/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004032	Status:	ACTIVE	Recorded:	Book 26 Page 257
Lease Date:	04/25/1977	Lessor:	TYRON CEMETERY		
Expire Date:	04/25/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004033	Status:	ACTIVE	Recorded:	Book 26 Page 246
Lease Date:	04/25/1977	Lessor:	SHAW, JAMES C, ET UX		
Expire Date:	04/25/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004034	Status:	ACTIVE	Recorded:	Book 26 Page 375
Lease Date:	05/12/1977	Lessor:	STEPHENS, GRADY CHARLES, ET UX		
Expire Date:	05/12/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004035	Status:	ACTIVE	Recorded:	Book 26 Page 353
Lease Date:	05/07/1977	Lessor:	NORMAN, GEROGE T III, ET UX		
Expire Date:	05/07/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004036	Status:	ACTIVE	Recorded:	Book# 22 Page# 225
Lease Date:	10/08/1974	Lessor:	BRITTEN, WALTER S, ET AL		
Expire Date:	10/08/1979	Lessee:	PUBLIC LANDS EXPLORATION INC		
Lease Number:	42-0004037	Status:	ACTIVE	Recorded:	Book 26 Page 344
Lease Date:	05/07/1977	Lessor:	PLANTT, JIMMY G, ET UX		
Expire Date:	05/07/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004038	Status:	ACTIVE	Recorded:	Book 26 Page 370
Lease Date:	05/05/1977	Lessor:	BYNUM, CHESTER D, ET UX		
Expire Date:	05/05/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		

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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 11-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0004039	Status:	ACTIVE	Recorded:	Book 26 Page 439
Lease Date:	05/19/1977	Lessor:	THIGPIN, TRAVIS		
Expire Date:	05/18/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004040	Status:	ACTIVE	Recorded:	Book 26 Page 341
Lease Date:	05/07/1977	Lessor:	TUBBS, WALTER, SR, ET UX		
Expire Date:	05/07/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004041	Status:	ACTIVE	Recorded:	Book 26 Page 350
Lease Date:	05/07/1977	Lessor:	LAWSON, JERRY H, ET UX		
Expire Date:	05/07/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004042	Status:	ACTIVE	Recorded:	Book 26 Page 347
Lease Date:	05/07/1977	Lessor:	RUSSELL, WILLIS L, ET UX		
Expire Date:	05/07/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004043	Status:	ACTIVE	Recorded:	Book 26 Page 326
Lease Date:	05/03/1977	Lessor:	MARSH, COLEMAN L, ET UX		
Expire Date:	05/03/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004044	Status:	ACTIVE	Recorded:	Book 26 Page 359
Lease Date:	05/02/1977	Lessor:	BOMNSKIE, FELIX, JR, ET UX		
Expire Date:	05/02/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004045/A	Status:	ACTIVE	Recorded:	Book 31 Page 851
Lease Date:	04/19/1977	Lessor:	GERALD S. PITTS, LTD #1		
Expire Date:	04/19/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM		
Lease Number:	42-0004046	Status:	ACTIVE	Recorded:	Book 22 Page 267
Lease Date:	11/25/1974	Lessor:	KLINTWORTH, MORRIS ET UX		
Expire Date:	11/25/1979	Lessee:	PUBLIC LANDS EXPLORATION, INC.		
Lease Number:	42-0004047	Status:	ACTIVE	Recorded:	Book 2450 Page 257
Lease Date:	08/21/1995	Lessor:	CONAWAY, JOSEPHINE		
Expire Date:	08/21/1998	Lessee:	CODY ENERGY, INC.		
Lease Number:	42-0004048/A	Status:	ACTIVE	Recorded:	Book 22 Page 118
Lease Date:	10/04/1974	Lessor:	KLINTWORTH, MRS CLARA E		
Expire Date:	10/04/1979	Lessee:	PUBLIC LANDS EXPLORATION, INC.		

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0004048/B	Status:	ACTIVE	Recorded:	Book 37	Page 69
Lease Date:	12/24/1980	Lessor:	KLINTWORTH, MORRIS E, ET AL			
Expire Date:	12/24/1985	Lessee:	GULF OIL CORPORATION			
Lease Number:	42-0004049/A	Status:	ACTIVE	Recorded:	Book 30	Page 616
Lease Date:	01/06/1978	Lessor:	SHIRLEY, MARIE, ET AL			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AA	Status:	ACTIVE	Recorded:	Book 34	Page 218
Lease Date:	01/06/1978	Lessor:	MCDANIEL, ALMA AGNES			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AB	Status:	ACTIVE	Recorded:	Book 34	Page 222
Lease Date:	01/06/1978	Lessor:	MORGAN, ALLIE ALBERTA			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AC	Status:	ACTIVE	Recorded:	Book 34	Page 224
Lease Date:	01/06/1978	Lessor:	SHIRLEY, CRAIG WILSON			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AD	Status:	ACTIVE	Recorded:	Book 34	Page 226
Lease Date:	01/06/1978	Lessor:	PLUNK, RUBY			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AE	Status:	ACTIVE	Recorded:	Book 34	Page 228
Lease Date:	01/06/1978	Lessor:	BAKER, IDA MAE			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AF	Status:	ACTIVE	Recorded:	Book 34	Page 232
Lease Date:	01/06/1978	Lessor:	SHIRLEY, GARLAND			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AG	Status:	ACTIVE	Recorded:	Book 34	Page 441
Lease Date:	01/06/1978	Lessor:	SHERROD, FRANTZ L., ET AL			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AH	Status:	ACTIVE	Recorded:	Book 34	Page 549
Lease Date:	01/06/1978	Lessor:	WINTERS, DORA LEE			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0004049/AI	Status:	ACTIVE	Recorded:	Book 34 Page 545
Lease Date:	01/06/1978	Lessor:	BURROW, ERNEST WILSON		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/AJ	Status:	ACTIVE	Recorded:	Book 34 Page 533
Lease Date:	01/06/1978	Lessor:	FAUQUET, WILLIE MARY		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/AK	Status:	ACTIVE	Recorded:	Book# 34 Page# 523
Lease Date:	01/06/1978	Lessor:	EMERSON, DAVID M.		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/AL	Status:	ACTIVE	Recorded:	Book 34 Page 527
Lease Date:	01/06/1978	Lessor:	BODE, CHARLES		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/AM	Status:	ACTIVE	Recorded:	Book 34 Page 529
Lease Date:	01/06/1978	Lessor:	HAMM, RUTH SHERROD		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/AN	Status:	ACTIVE	Recorded:	Book 34 Page 643
Lease Date:	01/06/1978	Lessor:	EMERSON, LYNN		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/AO	Status:	ACTIVE	Recorded:	Book 34 Page 705
Lease Date:	01/06/1978	Lessor:	YOWELL, FAYE R.		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/AP	Status:	ACTIVE	Recorded:	Book 34 Page 703
Lease Date:	01/06/1978	Lessor:	GREEN, FRANCES EVELY PARKER		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/AQ	Status:	ACTIVE	Recorded:	Book 34 Page 715
Lease Date:	01/06/1978	Lessor:	TENNY, JUANITA DORIS		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/AR	Status:	ACTIVE	Recorded:	Book 35 Page 6
Lease Date:	01/06/1978	Lessor:	KEMP, ANNA M.		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		

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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 4-29-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0004049/AS	Status:	ACTIVE	Recorded:	Book 35	Page 49
Lease Date:	01/06/1978	Lessor:	WALKER, SHIRLEY MOZELLE			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AT	Status:	ACTIVE	Recorded:	Book 35	Page 57
Lease Date:	01/06/1978	Lessor:	PARKER, EZEKIEL DAVIS			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AU	Status:	ACTIVE	Recorded:	Book 35	Page 55
Lease Date:	01/06/1978	Lessor:	PARKER, FRANCES ELIZABETH BESSIE			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AV	Status:	ACTIVE	Recorded:	Book 35	Page 51
Lease Date:	01/06/1978	Lessor:	PARKER, KENNETH L.			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AW	Status:	ACTIVE	Recorded:	Book 35	Page 47
Lease Date:	01/06/1978	Lessor:	COLLINS, SHARON			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AX	Status:	ACTIVE	Recorded:	Book 35	Page 45
Lease Date:	01/06/1978	Lessor:	PUGH, STELLA MAE PARKER			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AY	Status:	ACTIVE	Recorded:	Book 35	Page 43
Lease Date:	01/06/1978	Lessor:	BATON, LOLA, ET AL			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/AZ	Status:	ACTIVE	Recorded:	Book 35	Page 147
Lease Date:	01/06/1978	Lessor:	BARKER, CONNIE FERN			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/B	Status:	ACTIVE	Recorded:	Book 31	Page 1
Lease Date:	01/06/1978	Lessor:	LONCHAR, ANNIE, ET AL			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/BA	Status:	ACTIVE	Recorded:	Book 34	Page 171
Lease Date:	01/06/1978	Lessor:	ESTES, MADIA WILLIS			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			

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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 4-9-07
Karen McKinney
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0004049/BB	Status:	ACTIVE	Recorded:	Book 35	Page 435
Lease Date:	01/06/1978	Lessor:	SHIRLEY, ARCHIE POPE			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/BC	Status:	ACTIVE	Recorded:	Book 38	Page 494E
Lease Date:	11/15/1979	Lessor:	BORISKIE, FRANK			
Expire Date:	11/15/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/BD	Status:	ACTIVE	Recorded:	Book 35	Page 421
Lease Date:	01/06/1978	Lessor:	BURROW, TOM WEILEY			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/C	Status:	ACTIVE	Recorded:	Book 31	Page 3
Lease Date:	01/06/1978	Lessor:	SHIRLEY, LEWIS, ET AL			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/D	Status:	ACTIVE	Recorded:	Book 31	Page 259
Lease Date:	01/06/1978	Lessor:	SHIRLEY, LUTHER, ET AL			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/E	Status:	ACTIVE	Recorded:	Book 31	Page 261
Lease Date:	01/06/1978	Lessor:	PARRISH, L.E., ET AL			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/F	Status:	ACTIVE	Recorded:	Book 31	Page 712
Lease Date:	01/06/1978	Lessor:	ALLISON, ROY E., ET AL			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/G	Status:	ACTIVE	Recorded:	Book 31	Page 714
Lease Date:	01/06/1978	Lessor:	EMERSON, A.S., ET AL			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/H	Status:	ACTIVE	Recorded:	Book 32	Page 21
Lease Date:	01/06/1978	Lessor:	WHITE, MRS. FLOYCE			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/I	Status:	ACTIVE	Recorded:	Book# 32	Page# 25
Lease Date:	01/06/1978	Lessor:	NEWBY, MRS. DORIS			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			

Doc 00835314 Bk OR Vol 5696 Pg 43

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 9-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0004049/J	Status:	ACTIVE	Recorded:	Book 32	Page 33
Lease Date:	01/06/1978	Lessor:	SHERROD, MILTON			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/K	Status:	ACTIVE	Recorded:	Book 32	Page 35
Lease Date:	01/06/1978	Lessor:	WILSON, DELORES, GUARDIAN FOR R. SMITH			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/L	Status:	ACTIVE	Recorded:	Book 32	Page 759
Lease Date:	01/06/1978	Lessor:	SESSOM, ERNEST EUGENE			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/M	Status:	ACTIVE	Recorded:	Book 33	Page 480
Lease Date:	01/06/1978	Lessor:	BRISBON, GLENN (BUCK)			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/N	Status:	ACTIVE	Recorded:	Book 33	Page 482
Lease Date:	01/06/1978	Lessor:	WATTS, DONALD, EXEC OF EST OF J.T. WATTS			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/O	Status:	ACTIVE	Recorded:	Book 33	Page 486
Lease Date:	01/06/1978	Lessor:	HICKS, VERA BRISBON			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/P	Status:	ACTIVE	Recorded:	Book 33	Page 488
Lease Date:	01/06/1978	Lessor:	LOTSPEICH, EUNICE BRISBON			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/Q	Status:	ACTIVE	Recorded:	Book 33	Page 484
Lease Date:	01/06/1978	Lessor:	TINSLEY, MRS. HOWARD (CYNTHIA)			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/R	Status:	ACTIVE	Recorded:	Book 33	Page 513
Lease Date:	01/06/1978	Lessor:	PUTNEY, VERA BRISBON			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			
Lease Number:	42-0004049/S	Status:	ACTIVE	Recorded:	Book 33	Page 617
Lease Date:	01/06/1978	Lessor:	SHIRLEY, MILTON, JR, ET AL			
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.			

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0004049/T	Status:	ACTIVE	Recorded:	Book 33 Page 645
Lease Date:	01/06/1978	Lessor:	SHIRLEY, CARL WILSON		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/U	Status:	ACTIVE	Recorded:	Book# 34 Page# 9
Lease Date:	01/06/1978	Lessor:	SHIRLEY, WYLIE J.		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/V	Status:	ACTIVE	Recorded:	Book 34 Page 11
Lease Date:	01/06/1978	Lessor:	COUCH, RUTH BRISBON		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/W	Status:	ACTIVE	Recorded:	Book 34 Page 208
Lease Date:	01/06/1978	Lessor:	SHIRLEY, JESSE DUEL		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/X	Status:	ACTIVE	Recorded:	Book 34 Page 212
Lease Date:	01/06/1978	Lessor:	SHIRLEY, JAMES ANDREWS		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/Y	Status:	ACTIVE	Recorded:	Book 34 Page 214
Lease Date:	01/06/1978	Lessor:	TURNER, ELIZABETH		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004049/Z	Status:	ACTIVE	Recorded:	Book 34 Page 216
Lease Date:	01/06/1978	Lessor:	ELLIS, SADIE		
Expire Date:	01/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004050	Status:	ACTIVE	Recorded:	Book 27 Page 660
Lease Date:	08/18/1977	Lessor:	PRESLEY, JAMES M., ET UX		
Expire Date:	08/18/1982	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004051	Status:	ACTIVE	Recorded:	Book 27 Page 655
Lease Date:	07/22/1977	Lessor:	WATTS, WILLIAM L, ET UX		
Expire Date:	07/22/1982	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004052	Status:	ACTIVE	Recorded:	Book 28 Page 677
Lease Date:	11/11/1977	Lessor:	EPPS, GARY L, ET UX		
Expire Date:	11/11/1982	Lessee:	JORDAN ENGINEERING, INC.		

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0004053	Status:	ACTIVE	Recorded:	Book 28 Page 472
Lease Date:	10/05/1977	Lessor:	WENDT, DR. DENNIS, ET UX		
Expire Date:	10/05/1982	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004054/A	Status:	ACTIVE	Recorded:	Book# 28 Page# 517
Lease Date:	09/28/1977	Lessor:	WILKE, ROBERT A, ET UX		
Expire Date:	09/28/1982	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004055/A	Status:	ACTIVE	Recorded:	Book 32 Page 437
Lease Date:	10/21/1977	Lessor:	WILKE, ROBERT A, ET UX		
Expire Date:	10/21/1982	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004056	Status:	ACTIVE	Recorded:	Book 28 Page 366
Lease Date:	09/08/1977	Lessor:	BINGHAM, MELVIN M, ET UX		
Expire Date:	09/08/1982	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004057	Status:	ACTIVE	Recorded:	Book 29 Page 1
Lease Date:	11/22/1977	Lessor:	NUTT, IVIE RAY, ET UX		
Expire Date:	11/22/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004058	Status:	ACTIVE	Recorded:	Book 29 Page 735
Lease Date:	12/06/1977	Lessor:	BEWLEY, ROBERT C, ET UX		
Expire Date:	12/06/1980	Lessee:	JORDAN ENGINEERING, INC.		
Lease Number:	42-0004059	Status:	ACTIVE	Recorded:	Book 34 Page 633
Lease Date:	06/11/1979	Lessor:	WATSON, JR, DR. J, ET UX		
Expire Date:	06/11/1982	Lessee:	PETROMARK MINERALS, INC.		
Lease Number:	42-0004062	Status:	ACTIVE	Recorded:	Book 2703 Page# 66
Lease Date:	08/06/1996	Lessor:	ST TX #M-97474		
Expire Date:	08/06/1999	Lessee:	CODY ENERGY, INC.		
Lease Number:	42-0004063	Status:	ACTIVE	Recorded:	Book 27 Page 386
Lease Date:	04/22/1977	Lessor:	JONES, EDMUND E SR, ET AL		
Expire Date:	09/22/1977	Lessee:	L R HOSKINS		
Lease Number:	42-0004064	Status:	ACTIVE	Recorded:	Book 709 Page 763
Lease Date:	06/01/1984	Lessor:	TAUBER, O J, SR.		
Expire Date:	06/01/1985	Lessee:	GULF OIL CORPORATION		

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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 8-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	42-0004261	Status:	ACTIVE	Recorded:	Book 28 Page 438
Lease Date:	09/23/1977	Lessor:	MCDONALD, FLOYD E ET UX		
Expire Date:	09/23/1982	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD		
Lease Number:	42-0004297	Status:	ACTIVE	Recorded:	Book 22 Page 461
Lease Date:	12/09/1975	Lessor:	LANG, RAYMOND IAN		
Expire Date:	12/09/1980	Lessee:	C.R.HARDY		
Lease Number:	42-0004298	Status:	ACTIVE	Recorded:	Book 22 Page 444
Lease Date:	12/09/1975	Lessor:	GUERRERO, PAMELA LANG, ET VIR		
Expire Date:	12/09/1980	Lessee:	C.R.HARDY		
Lease Number:	42-0004299	Status:	ACTIVE	Recorded:	Book 22 Page 441
Lease Date:	12/09/1975	Lessor:	LANG, JAMES, ET UX		
Expire Date:	12/09/1980	Lessee:	C.R.HARDY		
Lease Number:	240029-000	Status:	ACTIVE	Recorded:	Book 22 Page 783
Lease Date:	07/20/1976	Lessor:	BEULAH YEAGER		
Expire Date:	07/20/2099	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD.		
Lease Number:	240231-000	Status:	ACTIVE	Recorded:	Book 26 Page 420
Lease Date:	05/03/1977	Lessor:	CLAUDE W. ROSIER ET UX		
Expire Date:	05/03/2099	Lessee:	AMALGAMATED BONANZA PETROLEUM LTD.		
Lease Number:	TX01080001/ROW	Status:	ACTIVE	Recorded:	
Lease Date:	05/20/1980	Lessor:	LEONARD, C A		
Expire Date:	09/25/2099	Lessee:	HAWN BROTHERS		
Lease Number:	TX01090001/SUR	Status:	ACTIVE	Recorded:	Book 756 Page 1
Lease Date:	06/01/1984	Lessor:	ODOM, W F		
Expire Date:	06/01/2099	Lessee:	GULF OIL CORPORATION		
Lease Number:	TX01090003/SUR	Status:	ACTIVE	Recorded:	Book 523 Page 602
Lease Date:	04/15/1981	Lessor:	LLOYD, GERTRUDE J ET AL		
Expire Date:	04/15/2099	Lessee:	GULF OIL CORP.		
Lease Number:	TX01090004/SUR	Status:	ACTIVE	Recorded:	Book 755 Page 826
Lease Date:	06/01/1984	Lessor:	JONES, EDELWEISS KOPPE		
Expire Date:	06/01/2099	Lessee:	GULF OIL COMPANY USA		

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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 4-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	TX01090005/ROW	Status:	ACTIVE	Recorded:	Book 1852	Page 322
Lease Date:	04/30/1992	Lessor:	BARRETT, DELVIN R			
Expire Date:	07/30/2075	Lessee:	MERIT ENERGY COMPANY			
Lease Number:	TX0109002A/SUR	Status:	ACTIVE	Recorded:	Book 755	Page 815
Lease Date:	06/01/1984	Lessor:	BROWN, MARGARET SHEALY			
Expire Date:	06/01/2099	Lessee:	GULF OIL CORP			
Lease Number:	TX0109002B/SUR	Status:	ACTIVE	Recorded:	Book 755	Page 808
Lease Date:	06/01/1984	Lessor:	BARRETT, W P JR			
Expire Date:	06/01/2099	Lessee:	GULF OIL CORP			
Lease Number:	TX0109002C/SUR	Status:	ACTIVE	Recorded:	Book 756	Page 9
Lease Date:	06/01/1984	Lessor:	SHEALY, HAROLD N			
Expire Date:	06/01/2099	Lessee:	GULF OIL CORP			
Lease Number:	TX0109002D/SUR	Status:	ACTIVE	Recorded:	Book 756	Page 15
Lease Date:	06/01/1984	Lessor:	SHEALY, MARVIN			
Expire Date:	06/01/2099	Lessee:	GULF OIL CORP			
Lease Number:	TX0109002E/SUR	Status:	ACTIVE	Recorded:	Book 756	Page 21
Lease Date:	06/01/1984	Lessor:	SHEALY, GRACE E			
Expire Date:	06/01/2099	Lessee:	GULF OIL CORP			
Lease Number:	TX0109002F/SUR	Status:	ACTIVE	Recorded:	Book 756	Page 37
Lease Date:	06/01/1984	Lessor:	WOODS, MARY ANN			
Expire Date:	06/01/2099	Lessee:	GULF OIL CORP			
Lease Number:	TX0109002G/SUR	Status:	ACTIVE	Recorded:	Book 755	Page 846
Lease Date:	06/01/1984	Lessor:	LINDSEY, ERCEL L			
Expire Date:	06/01/2099	Lessee:	GULF OIL CORP			
Lease Number:	TX0109002H/SUR	Status:	ACTIVE	Recorded:	Book 755	Page 841
Lease Date:	06/01/1984	Lessor:	ESTATE OF JOHN V LINDSEY			
Expire Date:	06/01/2099	Lessee:	GULF OIL CORP			
Lease Number:	TX0109002I/SUR	Status:	ACTIVE	Recorded:	Book 755	Page 836
Lease Date:	06/01/1984	Lessor:	LINDSEY, RALPH E			
Expire Date:	06/01/2099	Lessee:	GULF OIL CORP			

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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 11-9-07
County Clerk
Brazos County, Texas

EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

Lease Number:	TX0109002J/SUR	Status:	ACTIVE	Recorded:	Book 755 Page 831
Lease Date:	06/01/1984	Lessor:	LINDSEY, WILLIAM H		
Expire Date:	06/01/2099	Lessee:	GULF OIL CORP		

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 4-19-07
Karen McKeen
County Clerk
Brazos County, Texas

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EXHIBIT "A" - LEASES (BRAZOS COUNTY, TEXAS)

Attached to Conveyance dated August 1, 2003 from Kurten Ltd. Partnership to VOC Brazos Energy Partners, LP and Cody Texas, LP

WELLS ASSOCIATED WITH LEASES

Well Name	Field Name	Operator
Kurten-Woodbine Unit wells	Kurten (Woodbine)	Cody Energy LLC
Buchanan I-1	Kurten (Woodbine)	Patterson Petroleum, Inc.
Conner I-2	Kurten (Woodbine)	Patterson Petroleum, Inc.
Holland I-1	Kurten (Woodbine)	Patterson Petroleum, Inc.
Humphries UT 1	Kurten (Woodbine)	Patterson Petroleum, Inc.
Maude Locke 1	Kurten (Woodbine)	Lometa Petroleum Corporation
Odom W F IV-1	Kurten (Woodbine)	Patterson Petroleum, Inc.
Odom W F V-1	Kurten (Woodbine)	Patterson Petroleum, Inc.
Odom W F VI-1	Kurten (Woodbine)	Patterson Petroleum, Inc.
Payne 1	Kurten (Woodbine)	Escopeta Production Company
Wilson H O I-1	Kurten (Woodbine)	Patterson Petroleum, Inc.
Dansby Unit I #2	Kurten (Woodbine)	Patterson Petroleum, Inc.
Wynne-Sullivan 1	Kurten (Woodbine)	Cody Energy LLC
BGRS 2	Kurten (Woodbine)	Cody Energy LLC
Lang J A-1	Kurten (Woodbine)	Cody Energy LLC
Lang J #1	Kurten (woodbine)	Cody Energy LLC
Lang J #3	Kurten (Woodbine)	Cody Energy LLC
Lang-Guerrero #1	Kurten (Woodbine)	Cody Energy LLC
Conner Odum I-1	Kurten (Austin Chalk)	Patterson Petroleum, Inc.
Garrett Jones Unit 1	Kurten (Austin Chalk)	Patterson Petroleum, Inc.
Payne Browning 1	Kurten (Austin Chalk)	Cody Energy LLC
Feather Crest Farms #1	Kurten (Austin Chalk)	Cody Energy LLC
Gilpin Unit II-1	Kurten (Austin Chalk)	Cody Energy LLC
Cotton Unit II-1	Kurten (Austin Chalk)	Cody Energy LLC
Weido Unit #1	Kurten (Buda/Georgetown)	Ogden Resources
Warren 1-H	Kurten (Buda/Georgetown)	Patterson Petroleum, Inc.
Fridel 1	Kurten (Buda/Georgetown)	Patterson Petroleum, Inc.
Murphy-Smith #1	Kurten (Buda/Georgetown)	Patterson Petroleun, Inc.
Feather Crest Farms	Kurten (Buda/Georgetown)	Patterson Petroleum, Inc.

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Filed for Record in:
BRAZOS COUNTY
On: Oct 30,2003 at 11:30A
As a
Recordings
Document Number: 00835314
Amount 107.00
Receipt Number - 229439
By,
Jo Gillar

STATE OF TEXAS COUNTY OF
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
BRAZOS COUNTY
as stamped hereon by me.
Oct 30,2003
HONORABLE KAREN McKEEN, COUNTY CLERK
BRAZOS COUNTY

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 4-9-07
County Clerk
Brazos County, Texas

18.

File No. MF 096655

ASSIGNMENT FILED IN MF.

Date Filed: 4/19/07

Jerry E. Patterson, Commissioner

By

STATE OF TEXAS
COUNTY OF BEXAR

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

Thereby certify, on _____

Bexar County Clerk
County Clerk
Bexar County, Texas

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

Certified USPS 7016 2070 0000 7391 7857

April 10, 2017

Vess Oil Corporation
Attn: Tammy Mayfield
1700 Waterfront Parkway Bld. 500
Wichita, KS 67206

Re: State Lease: MF 096655 being 11.86 acres, State Hwy Lease, Brazos County, TX.

Dear Mr. Mayfield:

We have reviewed the said lease and have terminated it due to no production for over six months. RRC lease 22876 has not produced from July 1, 2015 to present.

We have endorsed lease MF 096655 as terminated on September 1, 2015 in accordance with the provisions of the TAC.

Please discontinue filing GLO production reports and immediately delete the GLO RRAC control record for all wells under this lease. Pursuant to the Texas Administrative Code, we request that you file with this office a certified, recorded copy of a Release of State Oil and Gas Lease, effective as of the termination date and recorded in Reeves County Texas in which the lease tract is located. After recording the release, mail a certified copy of the release, along with the filing fee of $25.00, per lease to my attention at the GLO.

Thank you,

Travis Matthews

Travis Matthews
Landman, Energy Resources
512-463-5118
512-475-1543 (fax)
travis.matthews@glo.texas.gov

(19)

File No. MF096655
BRAZOS County
TERMINATION LETTER
Date Filed: 4/10/17
By TM George P. Bush, Commissioner

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Vess Oil Corporation
Attn: Tammy Mayfield
1700 Waterfront Parkway Bld. 500
Wichita, KS 67206

9590 9402 1749 6074 7836 55

2. Article Number (Transfer from service label)
7016 2070 0000 7391 7857

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Susan Burns ☐ Agent ☐ Addressee

B. Received by (Printed Name) Susan Burns
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

7016 2070 0000 7391 7857

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Domestic Mail Only

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Postage
$
Total Postage an
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Sent To
Street and Apt. N
City, State, ZIP+4

Postmark Here

Vess Oil Corporation
Attn: Tammy Mayfield
1700 Waterfront Parkway Bld. 500
Wichita, KS 67206

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions