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F293124

CHESAPEAKE OPERATING INC

2538 17.547 UNIT ACRES
-0- NON-UNIT AC.

STATE LEASE

PAID-UP

MF097475

CONTROL

BASEFILE

COUNTY

56-030177

000

-

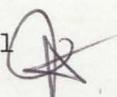
GRIMES

/093

SURVEY : HIGHWAYS & PUBLIC TRANSPORTATI
BLOCK :
TOWNSHIP : 00
SECTION/TRACT:
PART :
ACRES : 17.377 17.547
DEPTH LIMITS : NO

Rentals: M.T.

Lease
Admin: DR.

Mineral
Maps: 

ZG

LESSEE : CHESAPEAKE OPERATING INC
LEASE DATE : Aug 06 1996
PRIMARY TERM : 2 yrs
BONUS (\$) : 2204.71
RENTAL (\$) : 0.00
ROYALTY : 0.16666600
VAR ROYALTY :



293124

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15 Assignment	7/29/97
16 Assign	7-6-98
17 Ltr	10-2-98
18. Billing letter	9-12-2000
19. ASSIGNMENT FILED IN MF-	7/31/07
ASSIGNMENT FILED IN MF	096635 # 16. 7/21/09

Scanned sm 11/13/15
 (See MF 096074 #14, Assign #10874
 EnerVert (F) Magnolia 7-26-19

Scanned PJ 8-7-2019
 (See MF 096074 #15 Assign #10881
 (E V Prop (F) Harvey Gid Kar 8-12-19)

GENERAL LAND OFFICE

GARRY MAURO
COMMISSIONER

MEMORANDUM

DATE: July 31, 1996

8.6.96
M-97415

TO: School Land Board

FROM: Robert Hatter / Energy Resources

SUBJECT: Application To Lease Highway Right-of-Way

APPLICANT Chesapeake Operating, Inc.

REFERENCE: Being 17.377 acres, more or less, along St. Hwy 90.,
situated in the Francis Holland Sur., A-28 in Grimes County, Texas.

The following terms were provided for in the adjacent leases:

	<u>High</u>	<u>Low</u>
Bonus/Acre:	\$125.00	\$100.00
Royalty:	1/6	1/6
Delay Rental:	None	None
Primary Term:	2 Years Paid-up	3 years

2172.13
32.58

\$ 2204.71

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

Bonus/Acre:	\$125.00 per acre
Royalty:	1/6
Delay Rental:	None
Primary Term:	2 Years Paid-up

Chesapeake Operating, 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 17.377 acres. The applicant has submitted a title opinion showing that the state owns the entire mineral estate in the right-of-way and has submitted all other pertinent information required by the School Land Board rules.



Texas Department of Transportation

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

July 25, 1996

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

Contact: ROW

Dear Commissioner Mauro:

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

<u>County</u>	<u>Nominator</u>	<u>Bonus</u>	<u>Royalty</u>	<u>Primary Term</u>	<u>Delay Rental</u>
Washington	Union Pacific Resources Company	\$150.00	3/16	3 years	Paid-up
Grimes	Chesapeake Operating	\$125.00	1/6	2 years	Paid-up
Brazos	Cody Energy, Inc.	\$ 60.00	1/8	3 years	Paid-up
Galveston	Howell Petroleum	\$100.00	1/5	3 years	\$ 5.00
Red River	Genesis Producing	\$ 50.00	1/6	1 year	None
Gonzales	Scott Oils, Inc.	\$ 30.00	1/6	2 years	Paid-up

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

Sincerely,

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

(1)

MF 97475
ITEM Bid Form
TO _____
FROM _____
DATE 7/31/96

The State of Texas



Austin, Texas

PAID-UP

OIL AND GAS LEASE NO. M-97475
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 Chesapeake Operating, Inc., whose address is , P.O. Box 54525, Oklahoma City, Oklahoma 73154-1525 hereinafter called "Lessee".

1. Lessor, in consideration of Two Thousand Two Hundred Four and 71/100 Dollars (\$2,204.71), 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 Grimes, State of Texas, and is described as follows:

17.547 for Unit Agreement J.A.

~~17.377~~ acres of land, more or less, situated in said Grimes 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 17.377 acres, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. PRIMARY TERM: This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of two (2) years from August 6, 1996, 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 sixth (1/6) 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 sixth (1/6) 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 sixth (1/6) 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 sixth (1/6) 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 \$86.89. 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 \$173.77, and shall maintain this lease in effect for so long as such payments are made as provided herein.

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

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

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

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

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

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

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

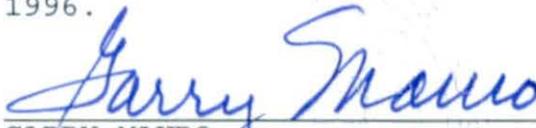
production; and

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office, under the seal of the General Land Office, effective as of August 6, 1996.



GARRY MAURO

COMMISSIONER OF THE GENERAL LAND OFFICE
OF THE STATE OF TEXAS

Approved:

Energy: RT

Executive: SP



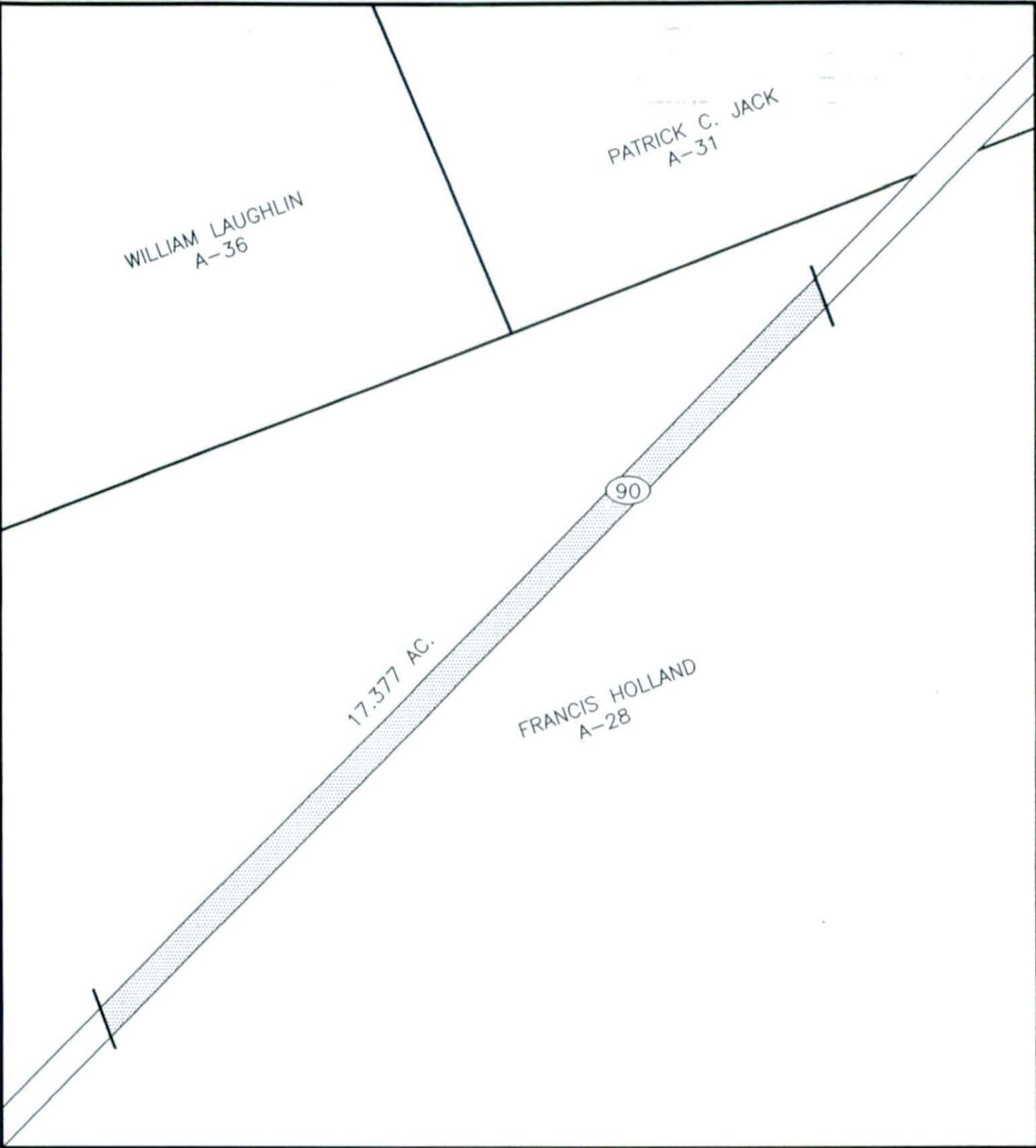
Texas General Land Office
Garry Mauro, Commissioner

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
Grimes County, Texas, being part of St. Hwy. 90.

17.377 acres of land, more or less, situated in the Francis
Holland Sur., A-28 in Grimes County, Texas and being the same land
described in the following Deed to Grimes Co., Texas, File Date
Sept. 17, 1928 recorded in V. 112, P. 32 Deed Records of Grimes
County, Texas.



7-96/MWARD/HWY90

MAP SHOWING
PORTION OF STATE HIGHWAY 90
APPROXIMATELY 17.377 ACRES
2 MILES SW OF ANDERSON
GRIMES COUNTY

(2)

97475

MF _____

ITEM 1 case

TO _____

FROM _____

DATE 8/16/96

CHESAPEAKE OPERATING, INC.

LAND DEPARTMENT

P.O. BOX 54525
OKLAHOMA CITY, OKLAHOMA 73154-1525
405/848-8000
405/879-9562 FAX

July 15, 1996

Texas General Land Office
Lease Administration/Energy Resources
1700 N. Congress Ave. Suite 600
Austin, Texas 78701-1495

Attn: Drew Reid, Landman

RE: Wichman #1-H Unit
ROW Oil & Gas Lease
Grimes County, Texas
containing 17.377 acres under Hwy No. 90

*125.00
46
2 yr
Paid-up*


Dear Drew:

36062265 !

Chesapeake Operating, Inc., is proposing to drill a well in Grimes County, Texas, the Wichman #1-H well, located in Patrick C. Jack A-31 and Francis Holland A-28 Surveys (see copy of enclosed Unit Plat).

We have been informed by our title attorney that the State of Texas owns the minerals under a right-of-way in said unit. Said tract contains 17.377 acres and is identified on the plat and enclosed Tract Listing as Tract 13 and is part of Highway 90. The source deed for this right-of-way is recorded in Vol. 112 Page 32.

filed Sept. 17, 1928

Said right-of-way is not on Relinquishment Act Land and as this will be a horizontal well, I understand that your requirement for an affidavit of non-production within 2500' is waived.

We are offering a bonus consideration of \$125.00 per acre, 1/6 royalty, for a two (2) year paid-up lease. This is the best offer paid in the area (see enclosed leases).

Texas General Land Office
July 15, 1996
Page 2

Your prompt attention to this matter will be greatly appreciated and if you should have any questions or need additional material, please call me at (405) 848-8000 Ext. 211.

Sincerely yours,

Karan Watson



Karan Watson
Assistant Landman

Encl: Survey plat, tract listing, notarized affidavit, title opinion, copy of source deeds,
copy of oil and gas leases, \$100.00 processing fee.

170

ACCT DATE	VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
		07/15/96		LEASE PROCESSING, FEE	100.00
					36062265

SUN

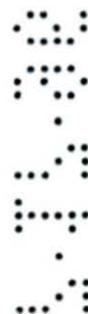
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95 JUL 18 AM 9:11
ENERGY RESOURCES

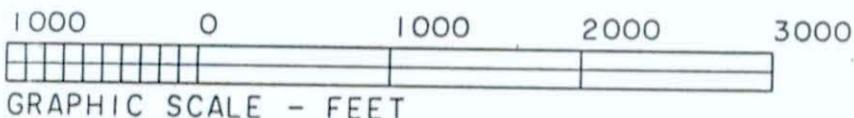
Drew

754487

3.

MF 97475
ITEM letter
TO _____
FROM _____
DATE 7/15/96





J:HE IL:SC:LAUGH2H:L35:L32.

Bgs

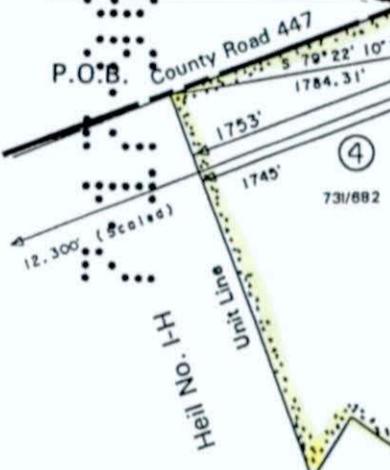
WILLIAM LAUGHLIN, A-36

Betty No. I-H
Unit Line

PATRICK C. JACK, A-31
Survey line

Betty No. I-H
Survey line

PROPOSED SURFACE LOCATION
Chesapeake Operating, Inc.
WICHMAN No. I-H
Lat. = 30° 28' 21"
Long. = 96° 00' 42"
Elev. = 318'



FRANCIS HOLLAND, A-28
Unit Line

State Highway 90
4800.00'

875.620 Acre Unit

Bottom Hole Location

Notes:

- (1) The Proposed Surface Location is approximately 2.0 miles Southwest of Anderson, Texas.
- (2) All bearings are based on True North.
- (3) This Plat is accompanied by separate Legal Description and Tract Index.
- (4) Lease tract acreages are taken from lease documents or are scaled from this Plat.
- (5) Title Research provided by Crew Land Research.

I hereby certify that this is a true and correct plat based on a ground survey made by me.

Terry Brooks
William Terry Brooks R.P.L.S. No. 1880
July 9, 1996

Reference: True Bearing from Michie TriStation to Proposed Wichman No. I-H Well Location, by G.P.S., is N 00°29' 28" W 24439'.

William Terry Brooks
Registered Professional Land Surveyor
3014 Adrienne, College Station, Texas 77845
(409) 764-2772
Mobile: (409) 820-3480
FAX: (409) 764-0908



CHESAPEAKE OPERATING, INC.	
PROPOSED WELL LOCATION WICHMAN No. I-H PATRICK C. JACK, A-31 FRANCIS HOLLAND, A-28 GRIMES COUNTY, TEXAS	
DATE: July 9, 1996	SCALE: 1" = 1000'
REV.:	

(4)

97475

MAP

7/17/96

MF _____
ITEM _____
TO _____
FROM _____
DATE _____

2222

AFFIDAVIT

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

ON BEHALF OF CHESAPEAKE OPERATING, INC., I, BONNIE SCHOMP, AS LANDMAN FOR THE TEXAS LAND DEPARTMENT AND AS THE ADMINISTRATOR OVERSEEING THE LANDS DESCRIBED IN THE OIL AND GAS LEASES AFFECTING SUCH DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE HIGHEST BONUS CONSIDERATION PAID TO THE LESSOR(S) IS \$125.00 PER NET MINERAL ACRE; THE HIGHEST ROYALTY PAID TO THE LESSOR(S) IS 1/6 FOR A TWO (2) YEAR PAID UP LEASE.

IN WITNESS WHEREOF, THIS AFFIDAVIT IS EXECUTED THIS 15th DAY OF July, 1996.

Bonnie Schomp
BONNIE SCHOMP
TEXAS LANDMAN

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 15th DAY OF July, 1996, BY BONNIE SCHOMP.

Colene Whitaker
NOTARY PUBLIC

MY COMMISSION EXPIRES:
5/30/2000
PUCUG
MADE
OKLAHOMA
BEVELAY COUNTY

5

MF 97475
ITEM Affidavit
TO _____
FROM _____
DATE 7-17-96

2
2
2
2
2

WICHMAN #1-H

FRANCIS HOLLAND SURVEY, A-28
 PATRICK JACK SURVEY, A-31
 TURKEY CREEK
 GRIMES COUNTY, TEXAS

LESSOR	TRACT NO.	GROSS AC. IN UNIT	RECORDING VOL/PAGE
WICHMAN, ET AL, JOYCE***	2A,2B	234.424200	731/676
ROSKOSKY, JUDY	2B	118.020800	
FALKENBURY, ET UX ROBERT *	4	71.378000	731/682
ROSE, ANNE - TRACT LIES OUTSIDE UNIT	1	88.992000	731/679
HOOPER, EUNICE E.	5	173.420000	737/683
WICHMAN, SR., M.R. **	3,6	165.395600	734/172
WICHMAN, JOYCE+	7,8,11	196.407000	731/664
WICHMAN, ET UX, RICHARD F. +	7,8,11	196.407000	731/664
HUNTER, LORI D. WICHMAN +	10	2.014000	752/59
BERRYMAN CEMETRY ASSOCIATION	9	1.945000	821/760
COLUMBUS CLUB OF ANDERSON, TEXAS	12	0.963000	at record
STATE OF TEXAS HIGHWAY DEPARTMENT	13	17.377000	
WICHMAN, RICHARD F. +	14A	5.705000	731/664
WICHMAN, GENELLE	14A	5.705000	731/676
HUNTER, LORI WICHMAN	14A	5.705000	731/676
UNION PACIFIC RR CO.d	14A	5.705000	
UNION PACIFIC RR CO.d	14B	6.591800	

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MF 97475
ITEM Taxot Schedule
TO _____
FROM _____
DATE 7-17-96

2
2
2
2
2

UNIT TRACT 13 (17.377 ACRES):

SURFACE ESTATE:

State of Texas (100%) 1.00000000

Total: 1.00000000

MINERAL ESTATE:

EXECUTIVE (LEASING) RIGHT, BONUS AND DELAY RENTAL:

State of Texas (100%) 1.00000000

Total: 1.00000000

LEASEHOLD ROYALTY ESTATE:

None (Unleased).

NON-PARTICIPATING ROYALTY ESTATE:

None.

OVERRIDING ROYALTY ESTATE:

None.

OIL, GAS AND MINERAL LEASEHOLD WORKING INTEREST ESTATE:

None (Unleased).

UNLEASED MINERAL INTEREST ESTATE:

State of Texas (100%)	1.00000000
	<hr/>
Total:	1.00000000

.....
.....Unit Tract 13 Mineral Estate Grand Total: 1.00000000

.....
.....UNIT TRACT 14A (5.705 ACRES):

.....
.....SURFACE ESTATE:

Abutting landowners to the centerline of the abandoned International & Great Northern Railway Company right-of-way (100%)	1.00000000
	<hr/>
Total:	1.00000000

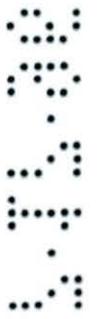
MINERAL ESTATE:

EXECUTIVE (LEASING) RIGHT, BONUS AND DELAY RENTAL:

Successor in interest to the International & Great Northern Railway Company (1/2)	.50000000
Richard F. Wichman (1/4)	.25000000
Genelle Wichman (1/8)	.12500000
Lori Wichman Hunter (1/8)	.12500000
	<hr/>
Total:	1.00000000

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97475
letter
7-17-96



112/32
old Hwy 90
"B"

Section "B"

Name of Owner	Acres	Name of Owner	Acres
Amelia Martin Estate	0.818	M.H. Morlin	2.283
Baptist Church (Negro)	0.037	Y.D. Taylor	4.550
F.I.S. (Negro Indge)	0.004	Geo. C. Jolly	2.044
K.A. Martin Estate	0.308	Mrs. V.D. Taylor	6.884
L.I. Soggees	0.573	Dudley Brown	2.148
Alex Terrell	0.049	Joe Smith	4.845
Brown & Thomas	0.284	Martin Horaki	4.708
Mrs. C. Baker	0.680	G.E. Floyd	3.108
Miel Estate	0.081	A.H. Hunt	0.988
Mrs. Nellie Henderson	0.060	T.J. McDune	0.841
H. Lang Estate	1.214	Ed. Helmer	0.032
F.W.A. Jenker	0.078	Mrs. J.F. Madley	2.122
Judge T.F. Maffington	2.031	Luther Danford	0.104
Mrs. Graves	1.233	Fred Cressman	0.109
I. F. Bradley	1.898	R.J. Dreher	0.947
F.F. Steinhagen	0.801	Mrs. D.W. Cook	0.940
Grimes Co. Poor Farm	2.874	S.F. Cone	1.142
Herman Finkie	2.078	Jim Parker	5.623
Mrs. William Dees	4.004	John Weatherford	4.204

STATE OWNERS
SECTION
"B"

Know all men by these presents: That we, the undersigned citizens and property owners, of Grimes county, Texas, for and in consideration of the sum of One dollar to us and each of us paid, the receipt of which is hereby acknowledged, and the further consideration of the laying out and establishing and improvement of the Navesant Anderson-Hoens Prairie public road, said road being also known as State Highway No. 90, situated in Grimes county, Texas, and along which our property lies; have this day bargained, sold, granted and conveyed, and do by these presents, bargain, sell, grant and convey for public road purposes, to Grimes County, the following described tracts or parcels of land, situated in Grimes county, Texas, and described as follows:

All the right, title and interest of each of us in the following described road.

The center line of said road begins at county engineers station 308+10, which station is also the end of the first section, Section "A" of this road, the description of said first section being on file in the minutes of the Commissioners' court of Grimes County, reference to said minutes being hereby made for additional description of said beginning point: POB 308+10

Thence $N 20^{\circ} 54' E 89.92$ feet to county engineers station 308+19.92 which station is the point of beginning of a 4' curve to the left, which has an intersecting angle of $35^{\circ} 40'$ and a radius of 1477.69 feet;

Thence along said curve 891.67 feet to county engineers station 317+31.66, which station is the end of said curve;

Thence $S 14^{\circ} 46' W 201.10$ feet to county engineers station 319+36.76 which station is the point of beginning of a 4' curve to the right which has an intersecting angle of $40^{\circ} 54'$ and radius of 1438.69 feet;

Thence along said curve 1072.60 feet to county engineers station 329+38.24 feet, which station is the end of said curve;

Thence $N 21^{\circ} 08' E 204.22$ feet to county engineers station 338+2.78, which station is the point of beginning of a 4' curve to the right, which has an intersecting angle of $30^{\circ} 54'$ and radius of 2164.78 feet;

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DEED

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Thence along said curve 1036.00 feet to countyengineers station 418x97.70 which station is the end of said curve;

Thence N 46° 00' E 1140.00 feet to countyengineers station 47250.76, which station is the point of beginning of a 4° curve to the right, which has an intersecting angle of 28° 22' and a radius of 1432.69 feet;

Thence along said curve 209.17 feet to countyengineers station 479x17.93, which station is the end of said curve; Thence N 10° 12' E 227.29 feet to countyengineers station 481x40.22, which station is the point of beginning of a 4° curve to the left, which has an intersecting angle of 20° 10' and a radius of 1432.69 feet;

Thence along said curve 204.17 feet to countyengineers station 484x40.39 which station is the end of said curve;

Thence N 49° 02' E 211.82 feet to countyengineers station 489x51.21, which station is the point of beginning of a 4° curve to the right, which has an intersecting angle of 21° 25' and a radius of 1432.69 feet;

Thence along said curve 238.42 feet to countyengineers station 493x56.43, which station is the end of said curve;

Thence N 70° 17' E 1128.97 feet to countyengineers station 502x55.60 (County engineers station 502x55.60 being equal to countyengineers station 502x55.60 being equal to countyengineers station 502x55.60);

Thence N 19° 32' W 435.0 feet to County Engineers station 509x46.60; from said county engineers station 509x46.60 and "X" mark on the top of a 12 inch concrete post in the center of the turnstile on the south side of the court house in Anderson bears N 19° 32' W 48.6 feet;

Thence N 71° 48' E 74.1 feet to countyengineers station 510x74.7;

Thence N 19° 12' W 71.0 feet to countyengineers station 511x46.7

Thence N 72° 43' W 80.5 feet to countyengineers station 512x28.0

Thence N 19° 20' W 933.09 feet to countyengineers station 521x59.09, which station is the point of beginning of a 4° curve to the right, which has an intersecting angle of 18° 00' and a radius of 1432.69 feet; Thence along said curve 450.0 feet to countyengineers station 526x09.09, which station is the end of said curve;

Thence N 1° 20' W 198.15 feet to countyengineers station 528x07.24 which station is the point of beginning of a 4° curve to the left, which has an intersecting angle of 18° 17' and a radius of 1432.69 feet;

Thence along said curve 457.08 feet to countyengineers station 532x64.22 which station is the end of said curve;

Thence N 19° 287' W 2114.46 feet to countyengineers station 553x78.77, which station is the point of beginning of a 3° 30' curve to the right, which has an intersecting angle of 20° 44' and a radius of 1637.29 feet;

Thence along said curve 849.52 feet to countyengineers station 562x20.29, which station is the end of said curve;

Thence N 10° 07' E 6643.17 feet to CountyEngineers station 627x71.16, which station is the point of beginning of a 2° curve to the right, having an intersecting angle 23° 43' and a radius of 2844.93 feet;

Thence along said curve 1186.83 feet to countyengineers station 639x06.89, which station is the end of said curve (at countyengineers station 639x06.89 there is an equation; County Engineers station 639x06.89 being equal to countyengineers station 640x14.0

Thence N 23° E 24852.46 feet to countyengineers station 695x95.66, which station is the point of beginning of a 2° curve to the left, which has an intersecting angle of 12° 18' and a radius of 2844.93 feet;

Thence along said curve 112.00 feet to countyengineers station 698x08.96, which station is the

112/35

D 112

and of said curve;

Thence N 81° 36' E 777.34 feet to countyengineers station 910x84.30; said county engineers station 910x84.30 is at the point of intersection of the center line of sixth avenue with the center line of Main Street in the town of Home Prairie;

Thence continuing course N 31° 38' E course 146.67 feet to county Engineers station 912x81.97, which station is the point of beginning of a 5° curve to the left, which has an intersecting angle of 39° 18' and a radius of 1910x08 feet;

Thence along said curve 1310.00 feet to county engineers station 926x41.97 which station is the end of said curve;

Thence N 17° 43' W 4698.43 feet to county engineers station 972x35.40, which station is the point of beginning of a 2° curve to the right, which has an intersecting angle of 11° 14' and a radius of 2884.93 feet;

Thence along said curve 663.34 feet to countyengineers station 977x38.74, which station is the end of said curve;

Thence N 6° 27' W 22381.25 feet to countyengineers station 1080x17.00 which station is the end of this, the second section "B" of said road and is also the beginning of the third section, Section "C" of said road.

ROW with exceptions

The right of way section "B" of said road is 70 feet wide, that is 35 feet wide on each side of the above described center line except as noted below:

From County Engineers station 823x00 to countyengineers station 328x00 the right of way varies in width from 70 feet, that is 35 feet wide on each side of the center line, at county engineers station 323x00 to 200 feet, that is 100 feet wide on each side of the center line at countyengineers station 328x00.

From countyengineers station 328x00 to countyengineers station 333x00 the right of way is 200 feet wide, that is 100 feet wide on each side of the center line.

From County Engineers station 333x00 to County Engineers station 336x00 the right of way is 100 feet wide, that is 50 feet wide on each side of the center line.

From County Engineers station 336x00 to county engineers station 341x00 the right of way is 200 feet wide, that is 100 feet wide on each side of the center line.

From county Engineers station 341x00 to countyengineers station 344x00 the right of way varies in width from 200 feet that is 100 feet wide on each side of said center line at county engineers station 341x00 to 70 feet, that is 35 feet wide on each side of the center line at county engineers station 346x00.

From Countyengineers station 398x00 to countyengineers station 400x00 the right of way varies in width from 70 feet, that is 35 feet wide on each side of the center line at countyengineers station 398x00 to 130 feet, that is 65 feet wide on each side of the center line at county engineers station 400x00.

From countyengineers station 400x00 to county engineers station 405x00 the right of way is 130 feet wide, that is 65 feet wide on each side of the center line.

From Countyengineers station 405x00 to county engineers station 407x00 the right of way varies in width from 150 feet that is 75 feet wide on each side of the center line at county engineers station 405x00 to 70 feet that is 35 feet wide on each side of the center line at Countyengineers station 407x00.

From County Engineers Station 420x00 to CountyEngineers station 421x00 the right of way varies in width from 70 feet that is 35 feet wide on each side of the center line at County Engineers station 420x00 to 160 feet, that is 80 feet wide, on the right and 100 feet wide on the left of the center line at CountyEngineers station 421x00.

From County Engineers station 421x00 to countyengineers station 423x00 the right of way is 150 feet wide, that is 75 feet wide on the right and 100 feet wide on the left of the center line.

112/30

DEED

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From County Engineers station 421x00 to county Engineers station 424x00 the right of way varies in width from 180 feet, that is 50 feet wide on the right and 130 feet wide on the left, of the center line at County Engineers station 423x00 to 70 feet, that is 35 feet wide on each side of the center line at county Engineers station 424x00.

From County Engineers station 425x00 to County Engineers station 437x00 the right of way varies in width from 70 feet, that is 35 feet wide on each side of the center line at County Engineers Station 428x00 to 140 feet, that is 70 feet wide on each side of the center line at County Engineers station 437x00.

From County Engineers Station 437x00 to County Engineers station 470x00 the right of way varies in width from 70 feet, that is 35 feet wide on each side of the center line at County Engineers station 465x00 to 140 feet that is 70 feet wide on each side of the center line.

From County Engineers Station 470x00 to County Engineers station 472x00 the right of way varies in width from 140 feet that is 70 feet wide on each side of the center line at County Engineers Station 470x00 to 70 feet, that is 35 feet wide on each side of the center line at County Engineers station 472x00.

From County Engineers Station 498x00 to County Engineers station 500x00 the right of way is 235 feet wide, that is 35 feet wide on the left and 200 feet wide on the right of the center line.

From County Engineers Station 563x00 to County Engineers station 565x00 the right of way is 140 feet wide, that is 70 feet wide on each side of the center line.

From County Engineers Station 597x00 to County Engineers station 603x00 the right of way is 100 feet wide that is 50 feet wide on each side of the center line.

From County Engineers station 637x00 to County Engineers station 639x00 the right of way varies in width from 70 feet, that is 35 feet wide on each side of the center line at county Engineers Station 637x00 to 120 feet that is 60 feet on each side of the center line at County Engineers Station 639x00.

From County Engineers Station 639x00 to County Engineers Station 681x00 the right of way is 120 feet wide, that is, 60 feet wide on each side of the center line.

From County Engineers station 681x00 to County Engineers station 683x00 the right of way varies in width from 120 feet, that is 60 feet wide on each side of the center line at County Engineers station 681x00 to 70 feet that is 35 feet wide on each side of the center line at County Engineers station 683x00.

From County Engineers station 747x00 to County Engineers station 749x00 the right of way varies in width from 70 feet, that is 35 feet wide on each side of the center line at County Engineers station 747x00 to 100 feet, that is 50 feet wide on each side of the center line at County Engineers station 749x00.

From County Engineers Station 719x00 to County Engineers Station 763x00 the right of way is 100 feet wide, that is 50 feet wide on each side of the center line.

From County Engineers station 753x00 to County Engineers station 755x00 the right of way varies in width from 100 feet, that is 50 feet wide on each side of the center line at County Engineers station 753x00 to 70 feet, that is 35 feet wide on each side of the center line at County Engineers Station 755x00.

From County Engineers station 791x00 to County Engineers station 793x00 the right of way varies in width from 70 feet that is 35 feet wide on each side of the center line at County Engineers station 791x00 to 200 feet, that is 100 feet wide on each side of the center line at County Engineers station 793x00.

From County Engineers station 793x00 to County Engineers Station 800x00 the right of way is 200 feet wide, that is 100 feet wide on each side of the center line.

From County Engineers station 800x00 to County Engineers Station 802x00 the right of way varies in width from 200 feet, that is 100 feet wide on each side of the center line at County Engineers

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112

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Station 80x00 to 70 feet, that is, 35 feet wide on each side of the center line at County Engineers Station 80x00.

From County Engineers station 83x00 to County Engineers Station 84x00 the right of way is 60 feet wide, that is, 35 feet wide on the left of the center line and 45 feet on the right of the center line.

From County Engineers station 87x00 to County Engineers station 87x00 the right of way varies in width from 70 feet, that is, 35 feet wide on each side of the center line at County Engineers Station 87x00 to 100 feet, that is, 60 feet wide on each side of the center line at County Engineers station 87x00.

From County Engineers station 87x00 to County Engineers Station 87x00 the right of way is 100 feet wide, that is, 60 feet wide on each side of the center line.

From County Engineers station 87x00 to County Engineers station 88x00 the right of way varies in width from 100 feet, that is, 60 feet wide on each side of the center line at County Engineers station 87x00 to 70 feet, that is, 35 feet wide on each side of the center line at County Engineers station 88x00.

From County Engineers station 91x00 to County Engineers station 91x00 the right of way is 80 feet wide, that is, 40 feet wide on each side of the center line.

From County Engineers station 92x00 to County Engineers station 92x00 the right of way varies in width from 70 feet, that is, 35 feet wide on each side of the center line at County Engineers station 92x00, to 90 feet, that is, 45 feet wide on each side of the center line at County Engineers station 92x00.

From County Engineers station 92x00 to County Engineers station 92x00 the right-of-way varies from 70 feet wide, that is, 45 feet wide on each side of the center line.

From County Engineers station 92x00 to County Engineers station 93x00 the right of way varies in width from 90 feet, that is, 45 feet wide on each side of the center line at County Engineers station 92x00, to 70 feet, that is, 35 feet wide on each side of the center line at County Engineers Station 93x00.

From County Engineers station 94x00 to County Engineers station 94x00 the right-of-way is 80 feet wide that is 35 feet wide on the left and 45 feet wide on the right of the center line.

From County Engineers station 1004x00 to County Engineers station 1017x00 the right-of-way is 60 feet wide, that is, 60 feet wide on the left and 35 feet wide on the right of the center line.

From County Engineers station 1040x00 to County Engineers station 1042x00 the right-of-way varies in width from 70 feet that is 35 feet wide on each side of the center line at County Engineers Station 1040x00 to 120 feet, that is, 60 feet wide on each side of the center line at County Engineers Station 1042x00.

From County Engineers station 1042x00 to County Engineers Station 1050x17 the right-of-way is 120 feet wide, that is, 60 feet wide on each side of the center line.

In addition to the above described right-of-way an easement is hereby granted for as much right-of-way as may be necessary to properly construct all inlet and outlet ditches and channels, all channels, swales, catch basins, and other excavations of like nature as are shown on the plans.

A copy of the plans, map and description of said road is on file in the Minutes of the Commissioners' Court of Grimes County, Texas to which plans, map and description reference is made for further description.

To have and to hold the above described premises for such purpose, together with all and singular the rights and appurtenances hereto in anywise belonging unto the said Grimes County, Texas, forever. And do hereby bind ourselves, our heirs, executors, and administrators to warrant and forever defend the said premises unto the said Grimes County, against every person lawfully claiming the same.

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DEED

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I lawfully claiming or to claim the same or any part thereof, by through or under us.

Witness our hands this	day of	19__
Andrew Gorney	July 20th, 1926	Andrew Gorney
Mary Gorney	July 20th, 1926	Mary Gorney
		her mark Witness to
		Signature R. J. Barry, G. H. Kennard
		T. M. McCune
	July 20th, 1926	
	July 20th, 1926	Carl Chodnick
	July 20th, 1926	Dudley Brown
	July 20th, 1926	Gary Thomas
	July 20th, 1926	T. F. Muffington
	July 21st, 1926	Luther Danford
	Aug 4, 1926	F. A. Becker
	Aug 10, 1926	H. K. Becker
	Aug 19, 1926	Frank Soroki
	Aug 20, 1926	I. T. Bradley
	Aug 20, 1926	Richard Berger
	Aug 20, 1926	Texanna Berger
	Sept 20 - 1926	Mrs. Mattie B. Foster
	Dec. 10, 1926	R. A. Bennett
	Dec. 10th, 1926	Lizzie T. Bennett
	Dec. 11, 1926 L	Louis Swokoch
	Dec. 13, 1926	Mattie Soroki
	12/10/26	G. W. Floyd
	12/21/26	E. F. Helmer
	12/21/26	Mrs. Mattie Helmer

The State of Texas, County of Grimes Before me, the undersigned authority, on this day personally appeared Andrew Gorney 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 20th day of July A.D. 1926.
 (L.S.) Ralph W. Barry, C J Ex Officio Notary Public in and for Grimes County, Texas.

The State of Texas, County of Grimes Before me, the undersigned authority, on this day personally appeared Mary Gorney, wife of Andrew Gorney 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 Mary Gorney 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 20th day of July A.D. 1926.
 (L.S.) Ralph W. Barry, C J Ex Officio Notary Public in and for Grimes County, Texas.

The State of Texas, County of Grimes Before me, the undersigned authority, on this day personally appeared T. J. McCune 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 20th day of July A.D. 1926.
 (L.S.) Ralph W. Barry, C J Ex Officio Notary Public in and for Grimes County, Texas.

The State of Texas, County of Grimes Before me, the undersigned authority, on this day personally appeared Frank R. Berger, wife of Richard Berger, 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 Franka R. Berger 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 20th day of August A.D. 1926.
 (L.S.) Gary Thomas, Notary Public in and for Grimes County, Texas.

112/39

ED 112

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The State of Texas,
County of Grimes | Before me, the undersigned authority, on this day personally appeared
Carl Chadwick 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 20th day of July A.D. 1924.
(L.S.) Ralph W. Berry, C. J. Ex Officio Notary Public in and for Grimes County, Texas.

The State of Texas,
County of Grimes | Before me, the undersigned authority, on this day personally appeared
Mudley Brown, 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 20th day of July A.D. 1924.
(L.S.) Ralph W. Berry C. J. Ex Officio Notary Public,
in and for Grimes county, Texas.

The State of Texas,
County of Grimes | Before me, the undersigned authority, on this day personally appeared
Gary Thomas, 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 20th day of July A.D. 1924.
(L.S.) Ralph W. Berry C. J. Ex Officio Notary Public in and
for Grimes County, Texas.

The State of Texas,
County of Grimes | Before me, the undersigned authority, on this day personally appeared
T. F. Buffington 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 20th day of July A.D. 1924.
(L.S.) Ralph W. Berry C. J. Ex Officio Notary Public in and for
Grimes County, Texas.

The State of Texas,
County of Grimes | Before me, the undersigned authority, on this day personally appeared
Luther Danford 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 31st day of July A.D. 1924.
Ralph W. Berry, C. J. Ex Officio Notary Public, in and
Grimes County, Texas.

The State of Texas,
County of Grimes | Before me, the undersigned authority, on this day personally appeared
F. A. Becker, 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 6 day of Aug. A.D. 1924.
(L.S.) Gary Thomas, Notary Public, in and for
Grimes County, Texas.

The State of Texas,
County of Grimes | Before me, the undersigned authority, on this day personally appeared
H. A. Becker, known to me to be the person whose name is subscribed to the foregoing instrument,

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DEED

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

Given under my hand and seal of office this the 10th day of August A.D. 1926.
 (L.S.) Gary Thomas, Notary Public in and for
 Grimes County, Texas.

The State of Texas,
 County of Grimes

Before me, the undersigned authority, on this day personally appeared [redacted], 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 19 day of August A.D. 1926.
 (L.S.) Gary Thomas, Notary Public in and for Grimes County,
 Texas.

The State of Texas,
 County of Grimes

Before me, the undersigned authority, on this day personally appeared I. F. Rowdley, 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 19th day of August A.D. 1926.
 (L.S.) Ralph W. Barry County Judge Ex Officio Notary
 Public in and for Grimes County, Texas.

The State of Texas,
 County of Grimes

Before me, the undersigned authority, on this day personally appeared Richard Berger 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 20 day of Aug A.D. 1926.
 (L.S.) Gary Thomas, Notary Public in and for
 Grimes County, Texas.

The State of Texas,
 County of Grimes

Before me, the undersigned authority, on this day personally appeared Mrs. Mattie B. Foster, wife of R.E.B. Foster, 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. Mattie B. Foster, 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 20th day of September A.D. 1926.
 (L.S.) Ralph W. Barry C J Ex Officio Notary
 Public in and for Grimes County, Texas.

The State of Texas,
 County of Grimes

Before me, the undersigned authority, on this day personally appeared H.A. Bennett, 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 10th day of December A.D. 1926.
 (L.S.) Geo. K. Siddall, Notary Public in and
 for Grimes County, Texas.

The State of Texas,
 County of Grimes

Before me, the undersigned authority, on this day personally appeared Lizzie T. Bennett, wife of H.A. Bennett, 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 and having

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the same fully explained to her, she, the said Lizzie I. Bennett, 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 10th day of December, A.D. 1926.
(L.S.) O.W. E. Siggall, Notary Public in and for Grimes County, Texas.

The State of Texas, County of Grimes | Before me, the undersigned authority, on this day personally appeared Louis Jackson Brown to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 11th day of December A.D. 1926.
(L.S.) George Slives, clerk county court, in and for Grimes county, Texas.

The State of Texas, County of Grimes | Before me, the undersigned authority, on this day personally appeared Martin Brocki, 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 13th day of December A.D. 1926.
(L.S.) Gary Thomas, Notary Public in and for Grimes County, Texas.

The State of Texas, County of Grimes | Before me, the undersigned authority, on this day personally appeared Roland Nowlin, 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 Jan A.D. 1927.
(L.S.) Gary Thomas, Notary Public in and for Grimes County, Texas.

The State of Texas, County of Grimes | Before me, the undersigned authority, on this day personally appeared Mrs. Roland Nowlin, wife of Roland Nowlin, 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. Roland Nowlin, acknowledged the 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 3 day of January A.D. 1927.
(L.S.) Gary Thomas, Notary Public in and for Grimes County, Texas.

The State of Texas, County of Grimes | Before me, the undersigned authority, on this day personally appeared Louis Becker, 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 23rd day of Dec. A.D. 1926.
(L.S.) Gary Thomas, Notary Public in and for Grimes County, Texas.

The State of Texas, County of Grimes | Before me, the undersigned authority on this day personally appeared Lizzie Becker, wife of Louis Becker 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 Lizzie Becker, acknowledged such instrument

112/42

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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 23 day of Dec. A.D. 1926.

(L.S.)

Gary Thomas, Notary Public in and for Grimes County, Texas.

The State of Texas,
County of Grimes

Before me, the undersigned authority, on this day personally appeared J.T. Martin 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 Dec. A.D. 1926.

(L.S.)

Gary Thomas, Notary Public in and for Grimes County, Texas.

The State of Texas,
County of Grimes

Before me, the undersigned authority, on this day personally appeared L.T. Rogge, 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 24 day of December A.D. 1926.

(L.S.)

Gary Thomas, Notary Public in and for Grimes County, Texas.

The State of Texas,
County of Grimes

Before me, the undersigned authority, on this day personally appeared Mrs. Annie T. Graves 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 31 day of January A.D. 1927.

(L.S.)

Gary Thomas, Notary Public in and for Grimes County, Texas.

The State of Texas,
County of Grimes

Before me, the undersigned authority, on this day personally appeared Royal Lott 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 21st day of February A.D. 1927.

(L.S.)

Goree Sims, clerk county court, ex Officio Notary Public in and for Grimes County, Texas.

The State of Texas,
County of Grimes

Before me, the undersigned authority, on this day personally appeared Herbert Lee Royal 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 4 day of March A.D. 1927.

Goree Sims, clerk county court, Grimes County, Texas.

The State of Texas,
County of Grimes

Before me, the undersigned authority on this day personally appeared Miss Clara Jange, executrix of the estate of H Lange, deceased, 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 the capacity therein stated.

Given under my hand and seal of office this the 5th day of March A.D. 1927.

8

MF 97475
ITEM Deed
TO _____
FROM _____
DATE 7-17-96

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THIS LEASE AGREEMENT is made effective the 19th day of OCTOBER, 1993
between ANNE FRANCES BOUNDS ROSS AND ROBERT L. ROSS, WIFE AND HUSBAND

019528

as Lessor (whether one or more), whose address is P. O. Box 1154, Navasota, Texas 77868

UNION PACIFIC RESOURCES COMPANY

and _____, as Lessee,

whose address is P. O. Box 7, Fort Worth, Texas 76101-0007. All printed portions of this lease were prepared by Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. Description. Lessor, in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

Dollars (\$ \$10.00 & OVC), in hand paid.

of the royalties herein provided and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee, for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith including helium, carbon dioxide and other commercial

gases as well as hydrocarbon gases (referred to herein as "covered minerals"), the following described land (the "leased premises") in _____

GRIMES

County, Texas, to-wit:

92.15 acres, more or less, out of the Francis Holland League, A-28 and more particularly described in that certain Deed dated April 6, 1990 from Mary Lee Bounds Bennett and husband Walter M. Bennett to Annie Frances Bounds Ross and recorded in Volume 655, Page 443 of the Official Records of Grimes County, Texas.

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED

This lease also covers accretions and any small strips or parcels of land now or hereafter owned or claimed by Lessor which are contiguous or adjacent to the leased premises whether or not such parcels are known to exist by Lessor or Lessee, and for the aforementioned consideration, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any rentals and shut-in royalties hereunder, said land shall be deemed to be comprised of 92.15 acres, whether it actually comprises more or less.

2. Term of Lease. This lease shall be in force for a primary term of three (3) years from the effective date hereof, and for as long thereafter as a covered mineral is produced in paying quantities from the leased premises or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalty. Royalties on covered minerals produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's field separator facilities, the royalty shall be one-sixth (1/6) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead posted price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity less a proportionate part of ad valorem taxes and production, severance, or other excise taxes, (b) for gas (including casinghead gas) and all other

covered minerals, the royalty shall be one-sixth (1/6) of the net proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and (c) if during or after the primary term one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut-in or production therefrom is not being sold by Lessee for a period of 90 consecutive days, then Lessee may pay shut-in royalty of one dollar per acre of land then covered by this lease, such payment to be made to Lessor on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in and it shall be considered that such well is producing in paying quantities for all purposes hereof during any period for which such shut-in royalty is tendered; provided that if this lease is otherwise being maintained by the payment of rentals or by operations, or if a well or wells on the leased premises is producing in paying quantities, no shut-in royalty shall be due until the end of the 90-day period next following the end of the rental period or the cessation of such operations or production, as the case may be. Lessee shall have free use of oil, gas, water, and other substances produced from said land, except water from Lessor's wells or ponds, for all operations hereunder, and Lessor's royalty shall be computed after deducting any so used.

4. Operations. If, after expiration of the primary term, Lessee drills a dry hole on the leased premises or if all production of covered minerals should permanently cease from any cause either voluntary or involuntary (and if this lease is not otherwise being maintained), this lease shall remain in effect if Lessee commences drilling, reworking or other operations on the leased premises within 90 days thereafter. If, at or after expiration of the primary term, this lease is not otherwise being maintained but Lessee is then engaged in drilling, reworking or other operations calculated to obtain or restore production from the leased premises, this lease shall remain in effect so long as such operations are conducted with no cessation of more than 90 consecutive days and, if such operations result in the production of a covered mineral, as long thereafter as there is production from the leased premises. After production has been established on the leased premises, Lessee shall drill such additional wells as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or (b) protect the leased premises from uncompensated drainage by a well producing a covered mineral in paying quantities located within 330 feet of and draining the leased premises. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

5. Pooling. Lessee shall have the continuing and recurring right, but not the obligation, to pool all or any part of the leased premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently explore, develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands, leases or interests. A unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for an oil well which is a horizontal completion or a gas well shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that larger units may be formed for an oil well or a gas well, whether or not horizontally completed, in order to conform to any well spacing or density pattern permitted by any governmental authority having jurisdiction over such matters. The terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or by regulations of the governmental authority which has jurisdiction over such matters. The term "horizontal completion" shall mean an oil well or a gas well in which the horizontal component of the gross completion interval exceeds 100 feet in length. Lessee may pool or combine land covered by this lease or any portions thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with units formed as to any other stratum or strata, and oil units need not conform as to area with gas units. To exercise its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit, and the effective date of pooling shall be the date of filing unless provided otherwise in such declaration. Lessee wholly at its option may exercise its authority to pool either before or after commencing operations for or completing an oil or gas well on lands lying within a unit and any unit may include, but is not required to include, lands or leases upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which operations have theretofore been commenced. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises, regardless of whether such production was secured or such drilling or reworking operations were commenced before or after the execution of this lease or the instrument designating the pooled unit, shall be treated for all purposes (except the payment of royalties on production from the pooled unit) as if they were production, drilling or reworking operations on the leased premises and references herein to production from or operations on the leased premises shall be deemed to include production from or operations on any portion of such pooled unit; provided that if after creation of a pooled unit a well is drilled on land within the unit area (other than the leased premises) which well is not classified as the type of well for which the unit was created (oil, gas or other minerals as the case may be), such well shall be considered a dry hole for purposes of applying the additional drilling and reworking provisions hereof. If a gas well on a gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, with respect to all lands which are included within the unit (other than the lands on which the well is located), the date of such reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of this lease covering additional drilling and reworking. The production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent that such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall, without the joinder of Lessor, have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority, or court order, or when to do so would, in the judgment of Lessee, promote the conservation of covered minerals in and under and that

may be produced from the leased premises. In making a revision, Lessee shall file of record a written declaration describing the revised unit and the effective date of revision shall be the date of filing unless provided otherwise in such declaration. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly, and such adjustment shall be made effective as of the effective date of the revision. Lessee may at any time dissolve any unit formed hereunder by filing a written declaration describing the unit, and the effective date of dissolution shall be the date of filing unless provided otherwise in such declaration. 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 with consequent allocation of production as herein provided. As used herein 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. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. Ancillary Rights. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises, in primary or enhanced recovery, Lessor hereby grants and conveys to Lessee the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and transport production. In exploring, developing, producing or marketing from the leased premises, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises. No surface location for a well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder without Lessor's consent, and Lessee shall pay for actual damage caused by its operations to buildings and other improvements now on the leased premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within 180 days following the expiration thereof.

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

8. Warranty of Title. Lessor hereby warrants and agrees to defend title to the interest conveyed to Lessee hereunder. Lessee, at its option, may pay or discharge any tax, mortgage or other existing against the leased premises and, in the event that it does so, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties hereunder shall be reduced proportionately to the amount that Lessor's interest in the leased premises bears to the entire mineral estate in the leased premises.

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

10. Regulation and Delay. Lessee's obligations under the lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells. Notwithstanding the provisions of paragraph 2 above, when drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control (commonly referred to as "force majeure"), this lease shall not terminate because of such prevention or delay and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

11. Breach or Default. An alleged breach or default by Lessee of any obligation hereunder or the failure of Lessee to satisfy any condition or limitation contained herein 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, and no litigation shall be initiated by Lessor with respect to any alleged breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy or commence to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. Nothing in this instrument or in the relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence or a principal - agent relationship between Lessor and Lessee for any purpose.

IN WITNESS WHEREOF, this lease is executed effective the date first written above, and upon execution shall be binding upon the signatory whether or not the lease has been executed by all parties named herein as Lessor.

SEE ADDENDUM ATTACHED HERETO

SS # AND/OR TAX ID #

LESSOR:

[Redacted]

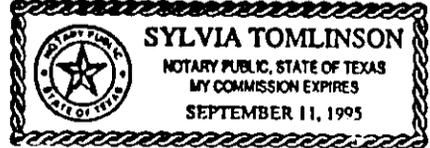
Anne Frances Bounds Ross
Anne Frances Bounds Ross
Robert L. Ross
Robert L. Ross

STATE OF TEXAS)
COUNTY OF GRIMES) ss.

This instrument was acknowledged before me this 19th day of OCTOBER 19 93, by Anne Frances Bounds Ross and Robert L. Ross, wife and husband

[Signature]
Notary Public

My Commission Expires: 9-11-95



STATE OF _____)
COUNTY OF _____) ss.

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

My Commission Expires:

Notary Public

ADDENDUM

VOL 731 PAGE 681

ATTACHED TO AND MADE A PART OF THAT ONE CERTAIN OIL AND GAS LEASE DATED OCTOBER 19, 1993 FROM ANNE FRANCES BOUNDS ROSS AND ROBERT L. ROSS, WIFE AND HUSBAND TO UNION PACIFIC RESOURCES COMPANY, COVERING 92.15 ACRES OUT OF THE FRANCIS HOLLAND LEAGUE, A-28 GRIMES COUNTY, TEXAS.

12. There is excepted herefrom and reserved to the Lessor herein all coal, uranium, fissionable materials and all bentonite, fullers earth and other claylike substances, it is specifically understood and agreed that this lease covers only oil, gas, sulphur, and associated liquid or liquefiable hydrocarbons, but his lease does not cover or include any other minerals, with all other such minerals being reserved in the Lessor herein. Accordingly, the words "oil, gas" when used herein shall mean oil, gas, sulphur and associated liquid or liquefiable hydrocarbons, and the word "all other minerals" whenever used herein, shall be stricken from this lease, so that such "all other minerals", as defined herein, are reserved to the Lessor.

13. In the event a portion of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, then operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any other manner provided for herein.

14. At the end of each drilling operation, the Lessee shall proceed with reasonable diligence to restore the surface of the leased premises to as near its original condition as practicable, and shall pay the surface owner and/or the surface owner's tenant(s), if applicable, in full for all damages to crops, livestock, land or improvements situated on the leased premises caused by Lessee's operations hereunder.

15. Lessee hereby indemnifies, and agrees to save and hold Lessor harmless from all claims, demands and causes of actions stemming from activities undertaken by Lessee or Lessee's assignees, their employees, agents, contractors and sub-contractors during operations conducted on the leased premises.

SIGNED FOR IDENTIFICATION:

Robert L. Ross

Anne Frances Bounds Ross

Aug. 12, 93

STATE OF TEXAS COUNTY OF GRIMES
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 real property records of Grimes County, Texas as stamped hereon by me.

JAN 12 1994

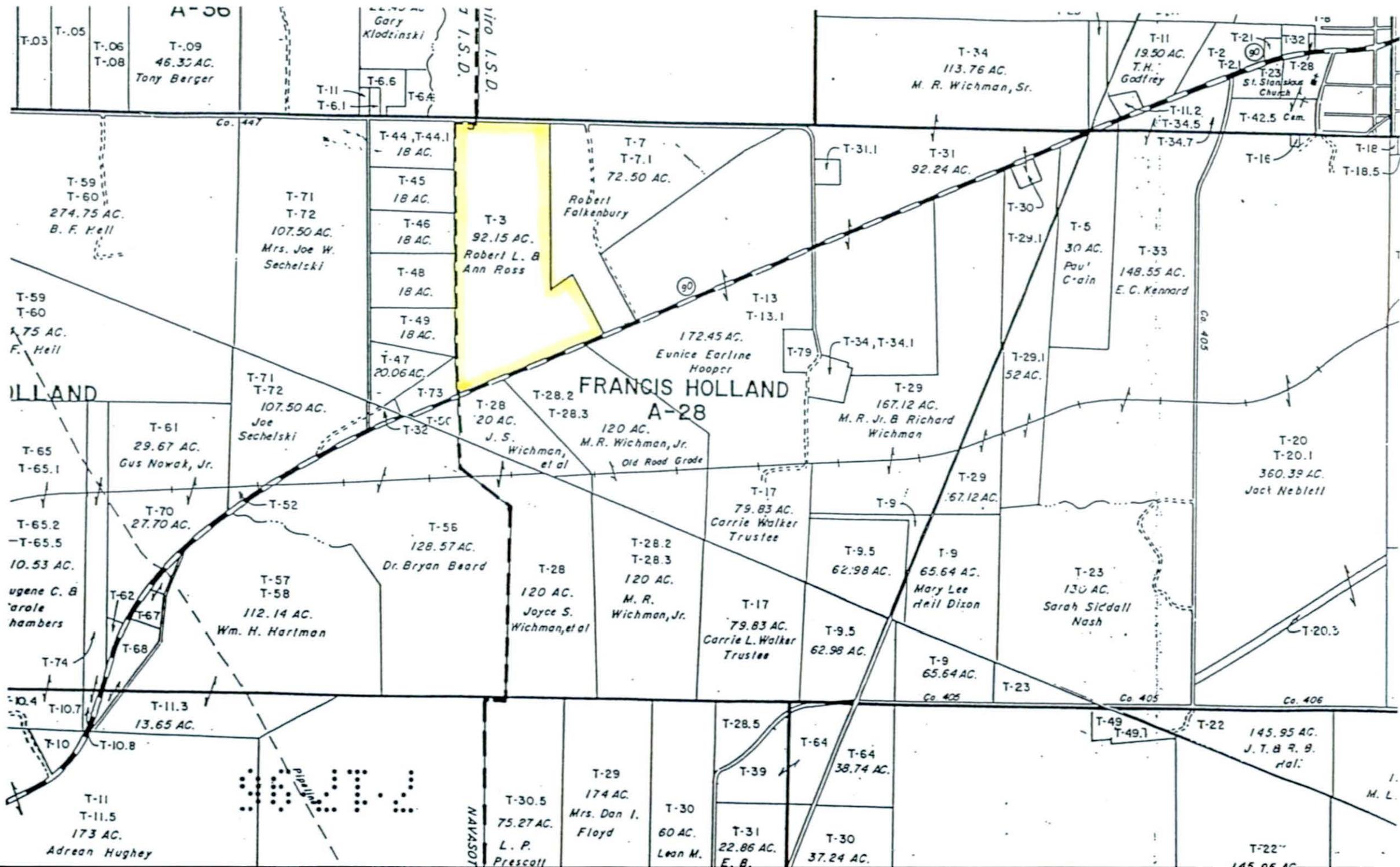
PAGE 1 OF 1



David Pasket
COUNTY CLERK, GRIMES COUNTY, TEXAS

DAVID PASKET CO. CLK.
GRIMES COUNTY, TX.
BY Deborah E. Blain DEPUTY
94 JAN 12 AM 10 41
FILED FOR RECORD AT

0000123461



THIS LEASE AGREEMENT is made effective the 19th day of OCTOBER, 19 93

between ROBERT U. FALKENBURY AND GERTRUDE FALKENBURY, HUSBAND AND WIFE

019529

Lessor (whether one or more), whose address is ROUTE 3, BOX 47, NAVASOTA, TEXAS 77868

and UNION PACIFIC RESOURCES COMPANY, as Lessee,

whose address is P. O. Box 7, Fort Worth, Texas 76101-0007

portions of this lease were prepared by Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. Description. Lessor, in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION Dollars (\$ 10.00 & OVC), in hand paid,

of the royalties herein provided and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee, for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith including helium, carbon dioxide and other commercial

gases as well as hydrocarbon gases (referred to herein as "covered minerals"), the following described land (the "leased premises") in

GRIMES County, Texas, to-wit: 74.5 acres, more or less, out of the Francis Holland League, A-28, more particularly described in that certain Deed recorded in Volume 230, Page 328 of the Deed Records of Grimes County, Texas.

RECORDER'S MEMORANDUM AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED

This lease also covers accretions and any small strips or parcels of land now or hereafter owned or claimed by Lessor which are contiguous or adjacent to the leased premises whether or not such parcels are known to exist by Lessor or Lessee, and for the aforementioned consideration, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any rentals and shut-in royalties hereunder, said land shall be deemed to be comprised of 74.5 acres, whether it actually comprises more or less.

2. Term of Lease. This lease shall be in force for a primary term of three (3) years from the effective date hereof, and for as long thereafter as a covered mineral is produced in paying quantities from the leased premises or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalty. Royalties on covered minerals produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's field separator facilities, the royalty shall be one-sixth (1/6) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead posted price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity less a proportionate part of ad valorem taxes and production, severance, or other excise taxes, (b) for gas (including casinghead gas) and all other covered minerals, the royalty shall be one-sixth (1/6) of the net proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and (c) if during or after the primary term one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut-in or production therefrom is not being sold by Lessee for a period of 90 consecutive days, then Lessee may pay shut-in royalty of one dollar per acre of land then covered by this lease, such payment to be made to Lessor on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in and it shall be considered that such well is producing in paying quantities for all purposes hereof during any period for which such shut-in royalty is tendered; provided that if this lease is otherwise being maintained by the payment of rentals or by operations, or if a well or wells on the leased premises is producing in paying quantities, no shut-in royalty shall be due until the end of the 90-day period next following the end of the rental period or the cessation of such operations or production, as the case may be. Lessee shall have free use of oil, gas, water, and other substances produced from said land, except water from Lessor's wells or ponds, for all operations hereunder, and Lessor's royalty shall be computed after deducting any so used.

4. Operations. If, after expiration of the primary term, Lessee drills a dry hole on the leased premises or if all production of covered minerals should permanently cease from any cause either voluntary or involuntary (and if this lease is not otherwise being maintained), this lease shall remain in effect if Lessee commences drilling, reworking or other operations on the leased premises within 90 days thereafter. If, at or after expiration of the primary term, this lease is not otherwise being maintained but Lessee is then engaged in drilling, reworking or other operations calculated to obtain or restore production from the leased premises, this lease shall remain in effect so long as such operations are conducted with no cessation of more than 90 consecutive days and, if such operations result in the production of a covered mineral, as long thereafter as there is production from the leased premises. After production has been established on the leased premises, Lessee shall drill such additional wells as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or (b) protect the leased premises from uncompensated drainage by a well producing a covered mineral in paying quantities located within 330 feet of and draining the leased premises. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

5. Pooling. Lessee shall have the continuing and recurring right, but not the obligation, to pool all or any part of the leased premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, whenever Lessee deems necessary or proper to do so in order to prudently explore, develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands, leases or interests. A unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for an oil well which is a horizontal completion or a gas well shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that larger units may be formed for an oil well or a gas well, whether or not horizontally completed, in order to conform to any well spacing or density pattern permitted by any governmental authority having jurisdiction over such matters. The terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or by regulations of the governmental authority which has jurisdiction over such matters. The term "horizontal completion" shall mean an oil well or a gas well in which the horizontal component of the gross completion interval exceeds 100 feet in length. Lessee may pool or combine land covered by this lease or any portions thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with units formed as to any other stratum or strata, and oil units need not conform as to area with gas units. To exercise its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit, and the effective date of pooling shall be the date of filing unless provided otherwise in such declaration. Lessee wholly at its option may exercise its authority to pool either before or after commencing operations for or completing an oil or gas well on lands lying within a unit and any unit may include, but is not required to include, lands or leases on which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which operations have theretofore been commenced. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises, regardless of whether such production was cured or such drilling or reworking operations were commenced before or after the execution of this lease or the instrument designating the pooled unit, shall be treated for all purposes (except the payment of royalties on production from the pooled unit) as if they were production, drilling or reworking operations on the leased premises and references herein to production from or operations on the leased premises shall be deemed to include production from or operations on any portion of such pooled unit; provided that if after creation of a pooled unit a well is drilled on land within the unit area (other than the leased premises) which well is not classified as the type of well for which the unit was created (oil, gas or other minerals as the case may be), such well shall be considered a dry hole for purposes of applying the additional drilling and reworking provisions hereof. If a gas well on a gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, with respect to all lands which are included within the unit (other than the lands on which the well is located), the date of such reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of this lease covering additional drilling and reworking. The production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent that such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall, without the joinder of Lessor, have the continuing right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority, or court order, or when to do so would, in the judgment of Lessee, promote the conservation of covered minerals in and under and that

may be produced from the leased premises. In making a revision, Lessee shall file of record a written declaration describing the revised unit and the effective date of revision shall be the date of filing unless provided otherwise in such declaration. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly, and such adjustment shall be made effective as of the effective date of the revision. Lessee may at any time dissolve any unit formed hereunder by filing a written declaration describing the unit, and the effective date of dissolution shall be the date of filing unless provided otherwise in such declaration. 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 with consequent allocation of production as herein provided. As used herein 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. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. **Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises, in primary or enhanced recovery, Lessor hereby grants and conveys to Lessee the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and transport production. In exploring, developing, producing or marketing from the leased premises, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises. No surface location for a well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder without Lessor's consent, and Lessee shall pay for actual damage caused by its operations to buildings and other improvements now on the leased premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within 180 days following the expiration thereof.

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

8. **Warranty of Title.** Lessor hereby warrants and agrees to defend title to the interest conveyed to Lessee hereunder. Lessee, at its option, may pay or discharge any tax, mortgage or lien existing against the leased premises and, in the event that it does so, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties hereunder shall be reduced proportionately to the amount that Lessor's interest in the leased premises bears to the entire mineral estate in the leased premises.

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

10. **Regulation and Delay.** Lessee's obligations under the lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells. Notwithstanding the provisions of paragraph 2 above, when drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control (commonly referred to as "force majeure"), this lease shall not terminate because of such prevention or delay and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

11. **Breach or Default.** An alleged breach or default by Lessee of any obligation hereunder or the failure of Lessee to satisfy any condition or limitation contained herein 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, and no litigation shall be initiated by Lessor with respect to any alleged breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy or commence to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. Nothing in this instrument or in the relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence or a principal - agent relationship between Lessor and Lessee for any purpose.

IN WITNESS WHEREOF, this lease is executed effective the date first written above, and upon execution shall be binding upon the signatory whether or not the lease has been executed by all parties named herein as Lessor.

SEE ADDENDUM ATTACHED HERETO

SS # AND/OR TAX ID #

[Redacted]

LESSOR:

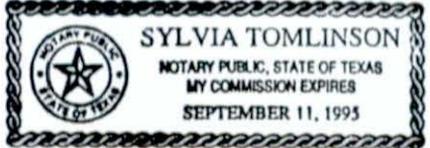
Robert U. Falkenbury
Gertrude Falkenbury

STATE OF TEXAS)
COUNTY OF GRIMES) ss.

This instrument was acknowledged before me this 19th day of OCTOBER, 1993, by Robert U. Falkenbury and Gertrude Falkenbury, husband and wife.

Sylvia Tomlinson
Notary Public

My Commission Expires: 9-11-95



STATE OF _____)
COUNTY OF _____) ss.

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

My Commission Expires:

Notary Public

ADDENDUM

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ATTACHED TO AND MADE A PART OF THAT ONE CERTAIN OIL AND GAS LEASE DATED OCTOBER 19, 1993 FROM ROBERT U. FALKENBURY AND GERTRUDE FALKENBURY, HUSBAND AND WIFE TO UNION PACIFIC RESOURCES COMPANY, COVERING 74.5 ACRES OUT OF THE FRANCIS HOLLAND LEAGUE, A-28 GRIMES COUNTY, TEXAS.

12. There is excepted herefrom and reserved to the Lessor herein all coal, uranium, fissionable materials and all bentonite, fullers earth and other claylike substances, it is specifically understood and agreed that this lease covers only oil, gas, sulphur, and associated liquid or liquefiable hydrocarbons, but this lease does not cover or include any other minerals, with all other such minerals being reserved in the Lessor herein. Accordingly, the words "oil, gas" when used herein shall mean oil, gas, sulphur and associated liquid or liquefiable hydrocarbons, and the word "all other minerals" whenever used herein, shall be stricken from this lease, so that such "all other minerals", as defined herein, are reserved to the Lessor.

13. In the event a portion of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, then operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any other manner provided for herein.

14. At the end of each drilling operation, the Lessee shall proceed with reasonable diligence to restore the surface of the leased premises to as near its original condition as practicable, and shall pay the surface owner and/or the surface owner's tenant(s), if applicable, in full for all damages to crops, livestock, land or improvements situated on the leased premises caused by Lessee's operations hereunder.

15. Lessee hereby indemnifies, and agrees to save and hold Lessor harmless from all claims, demands and causes of actions stemming from activities undertaken by Lessee or Lessee's assignees, their employees, agents, contractors and sub-contractors during operations conducted on the leased premises.

SIGNED FOR IDENTIFICATION:

Robert U. Falkenbury
Gertrude Falkenbury

Aug. 12. 94

STATE OF TEXAS COUNTY OF GRIMES
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 real property records of Grimes County, Texas as stamped hereon by me.

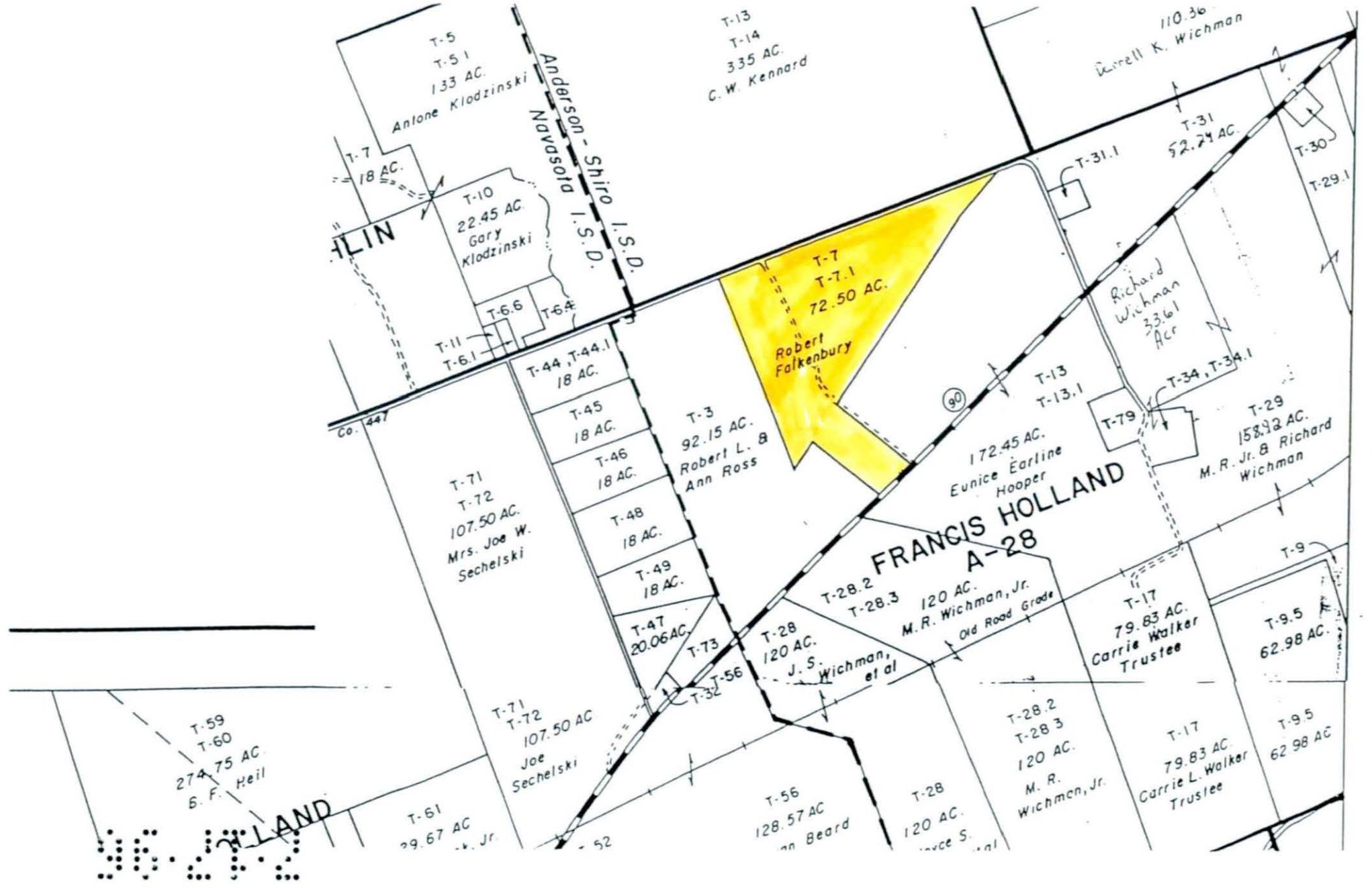
JAN 12 1994



David Pasket
COUNTY CLERK, GRIMES COUNTY, TEXAS

FILED FOR RECORD AT
94 JAN 12 AM 10 41
DAVID PASKET CO. CLK.
GRIMES COUNTY, TX.
Deborah R. Pasket DEPUTY

0000123462



TX 1460049-000

FRANCIS HOLLAND

6th day of January 1994

124741

THIS LEASE AGREEMENT is made effective the 6th day of January 1994 between EUNICE E. HOOPER herein represented by JACK H. HOOPER and MARYLENE HOOPER CLARK

070032

RECORDERS MEMORANDUM AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED

as Lessor (whether one or more), whose address is 6134 Meadow Lake, Houston, Texas 77057 and UNION PACIFIC RESOURCES COMPANY as Lessee, whose address is P. O. BOX 7, FORT WORTH, TEXAS 76101-0007

All printed portions of this lease were prepared by Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. Description. Lessor, in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION Dollars (\$ 10.00 & OVC) in hand paid,

of the royalties herein provided and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee, for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith including helium, carbon dioxide and other commercial

gases as well as hydr. carbon gases (referred to herein as "covered minerals"), the following described land (the "leased premises") in GRIMES County, Texas, to-wit:

172.66 acres, more or less, out of the Francis Holland League, A-28 and being more particularly described as three tracts: Tract 1) being 88.8 acres described in that certain Deed from McDaniel to Hooper and recorded in Volume 220, Page 314 of the Deed Records of Grimes County, Texas, and Tract 2) being 2.86 acres described in that certain Deed from I & GN Railroad to Hooper and recorded in Volume 221, Page 209 of the Deed Records of Grimes County, Texas, and Tract 3) being 81 acres described in that certain Deed from Whitney to Hooper and recorded in Volume 222, Page 544 of the Deed Records of Grimes County, Texas.

This lease also covers accretions and any small strips or parcels of land now or hereafter owned or claimed by Lessor which are contiguous or adjacent to the leased premises whether or not such parcels are known to exist by Lessor or Lessee, and for the aforementioned consideration, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any rentals and shut-in royalties hereunder, said land shall be deemed to be comprised of 172.66 acres, whether it actually comprises more or less.

2. Term of Lease. This lease shall be in force for a primary term of THREE (3) years from the effective date hereof, and for as long thereafter as a covered mineral is produced in paying quantities from the leased premises or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalty. Royalties on covered minerals produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's field separator facilities, the royalty shall be ONE-SIXTH (1/6) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessor shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity less a proportionate part of ad valorem taxes and production, severance, or other excise taxes, (b) for gas (including casinghead gas) and all other

covered minerals, the royalty shall be ONE-SIXTH (1/6) of the net proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and (c) if during or after the primary term one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut-in or production therefrom is not being sold by Lessee for a period of 90 consecutive days, then Lessee may pay shut-in royalty of one dollar per acre of land then covered by this lease, such payment to be made to Lessor on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in and it shall be considered that such well is producing in paying quantities for all purposes hereof during any period for which such shut-in royalty is tendered; provided that if this lease is otherwise being maintained by the payment of rentals or by operations, or if a well or wells on the leased premises is producing in paying quantities, no shut-in royalty shall be due until the end of the 90-day period next following the end of the rental period or the cessation of such operations or production, as the case may be. Lessee shall have free use of oil, gas, water, and other substances produced from said land, except water from Lessor's wells or ponds, for all operations hereunder, and Lessor's royalty shall be computed after deducting any so used.

4. Operations. If, after expiration of the primary term, Lessee drills a dry hole on the leased premises or if all production of covered minerals should permanently cease from any cause either voluntary or involuntary (and if this lease is not otherwise being maintained), this lease shall remain in effect if Lessee commences drilling, reworking or other operations on the leased premises within 90 days thereafter. If, at or after expiration of the primary term, this lease is not otherwise being maintained but Lessee is then engaged in drilling, reworking or other operations calculated to obtain or restore production from the leased premises, this lease shall remain in effect so long as such operations are conducted with no cessation of more than 90 consecutive days and, if such operations result in the production of a covered mineral, as long thereafter as there is production from the leased premises. After production has been established on the leased premises, Lessee shall drill such additional wells as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or (b) protect the leased premises from uncompensated drainage by a well producing a covered mineral in paying quantities located within 330 feet of and draining the leased premises. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

5. Pooling. Lessee shall have the continuing and recurring right, but not the obligation, to pool all or any part of the leased premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently explore, develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands, leases or interests. A unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for an oil well which is a horizontal completion or a gas well shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that larger units may be formed for an oil well or a gas well, whether or not horizontally completed, in order to conform to any well spacing or density pattern permitted by any governmental authority having jurisdiction over such matters. The terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or by regulations of the governmental authority which has jurisdiction over such matters. The term "horizontal completion" shall mean an oil well or a gas well in which the horizontal component of the gross completion interval exceeds 100 feet in length. Lessee may pool or combine land covered by this lease or any portions thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with units formed as to any other stratum or strata, and oil units need not conform as to area with gas units. To exercise its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit, and the effective date of pooling shall be the date of filing unless provided otherwise in such declaration. Lessee wholly at its option may exercise its authority to pool either before or after commencing operations for or completing an oil or gas well on lands lying within a unit and any unit may include, but is not required to include, lands or leases upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which operations have theretofore been commenced. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises, regardless of whether such production was secured or such drilling or reworking operations were commenced before or after the execution of this lease or the instrument designating the pooled unit, shall be treated for all purposes (except the payment of royalties on production from the pooled unit) as if they were production, drilling or reworking operations on the leased premises and references herein to production from or operations on the leased premises shall be deemed to include production from or operations on any portion of such pooled unit; provided that if after creation of a pooled unit a well is drilled on land within the unit area (other than the leased premises) which well is not classified as the type of well for which the unit was created (oil, gas or other minerals as the case may be), such well shall be considered a dry hole for purposes of applying the additional drilling and reworking provisions hereof. If a gas well on a gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, with respect to all lands which are included within the unit (other than the lands on which the well is located), the date of such reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of this lease covering additional drilling and reworking. The production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent that such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall, without the joinder of Lessor, have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority, or court order, or when to do so would, in the judgment of Lessee, promote the conservation of covered minerals in and under and that

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may be produced from the leased premises. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and the effective date of revision shall be the date of filing unless provided otherwise in such declaration. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly, and such adjustment shall be made effective as of the effective date of the revision. Lessee may at any time dissolve any unit formed hereunder by filing a written declaration describing the unit, and the effective date of dissolution shall be the date of filing unless provided otherwise in such declaration. 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 with consequent allocation of production as herein provided. As used herein 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. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. **Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises, in primary or enhanced recovery, Lessor hereby grants and conveys to Lessee the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and transport production. In exploring, developing, producing or marketing from the leased premises, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises. No surface location for a well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder without Lessor's consent, and Lessee shall pay for actual damage caused by its operations to buildings and other improvements now on the leased premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within 180 days following the expiration thereof.

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

8. **Warranty of Title.** Lessor hereby warrants and agrees to defend title to the interest conveyed to Lessee hereunder. Lessee, at its option, may pay or discharge any tax, mortgage or lien existing against the leased premises and, in the event that it does so, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties hereunder shall be reduced proportionately to the amount that Lessor's interest in the leased premises bears to the entire mineral estate in the leased premises.

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

10. **Regulation and Delay.** Lessee's obligations under the lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells. Notwithstanding the provisions of paragraph 2 above, when drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, materials, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control (commonly referred to as "force majeure"), this lease shall not terminate because of such prevention or delay and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

11. **Breach or Default.** An alleged breach or default by Lessee of any obligation hereunder or the failure of Lessee to satisfy any condition or limitation contained herein 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, and no litigation shall be initiated by Lessor with respect to any alleged breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy or commence to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. Nothing in this instrument or in the relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence or a principal-agent relationship between Lessor and Lessee for any purpose.

IN WITNESS WHEREOF, this lease is executed effective the date first written above, and upon execution shall be binding upon the signatory whether or not the lease has been executed by all parties named herein as Lessor.

SEE ADDENDUM ATTACHED HERETO

SS # AND/OR TAX ID #

[Redacted]

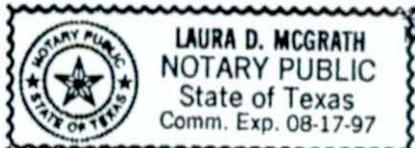
LESSOR:
EUNICE E. HOOPER, represented herein

Jack H. Hooper
By: Jack H. Hooper

STATE OF TEXAS)
COUNTY OF HARRIS) ss.

Marylene Hooper Clark
By: Marylene Hooper Clark

This instrument was acknowledged before me this 10th day of January, 19 94, by Jack H. Hooper.



My Commission Expires:
8-17-97

Laura D. McGrath
Notary Public

STATE OF Texas)
COUNTY OF Harris) ss.

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED

This instrument was acknowledged before me this 10th day of January, 19 94, by Marylene Hooper Clark.



My Commission Expires:
8-17-97

Laura D. McGrath
Notary Public

ATTACHED TO AND MADE A PART OF THAT ONE CERTAIN OIL AND GAS LEASE DATED JANUARY 6, 1994 FROM EUNICE E. HOOPER herein represented by JACK H. HOOPER AND MARYLENE HOOPER CLARK TO UNION PACIFIC RESOURCES COMPANY, COVERING 172.66 ACRES OUT OF THE FRANCIS HOLLAND LEAGUE, A-28, GRIMES COUNTY, TEXAS.

12. There is excepted herefrom and reserved to the Lessor herein all coal, uranium, fissionable materials and all bentonite, fullers earth and other claylike substances, it is specifically understood and agreed that this lease covers only oil, gas, sulphur, and associated liquid or liquefiable hydrocarbons, but his lease does not cover or include any other minerals, with all other such minerals being reserved in the Lessor herein. Accordingly, the words "oil, gas" when used herein shall mean oil, gas, sulphur and associated liquid or liquefiable hydrocarbons, and the word "all other minerals" whenever used herein, shall be stricken from this lease, so that such "all other minerals", as defined herein, are reserved to the Lessor.

13. In the event a portion of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, then operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any other manner provided for herein.

14. At the end of each drilling operation, the Lessee shall proceed with reasonable diligence to restore the surface of the leased premises to as near its original condition as practicable, and shall pay the surface owner and/or the surface owner's tenant(s), if applicable, in full for all damages to crops, livestock, land or improvements situated on the leased premises caused by Lessee's operations hereunder.

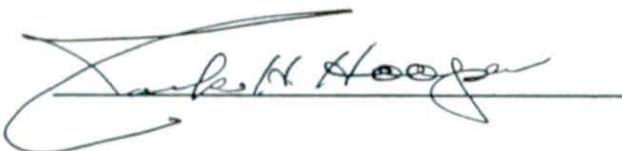
15. Lessee hereby indemnifies, and agrees to save and hold Lessor harmless from all claims, demands and causes of actions stemming from activities undertaken by Lessee or Lessee's assignees, their employees, agents, contractors and subcontractors during operations conducted on the leased premises.

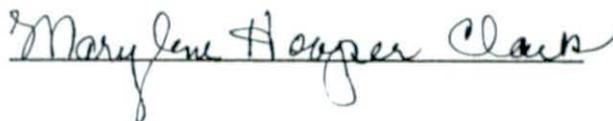
16. In paragraph 3 above the shut-in royalty is hereby changed to "\$5.00 per acre of land then covered by this lease."

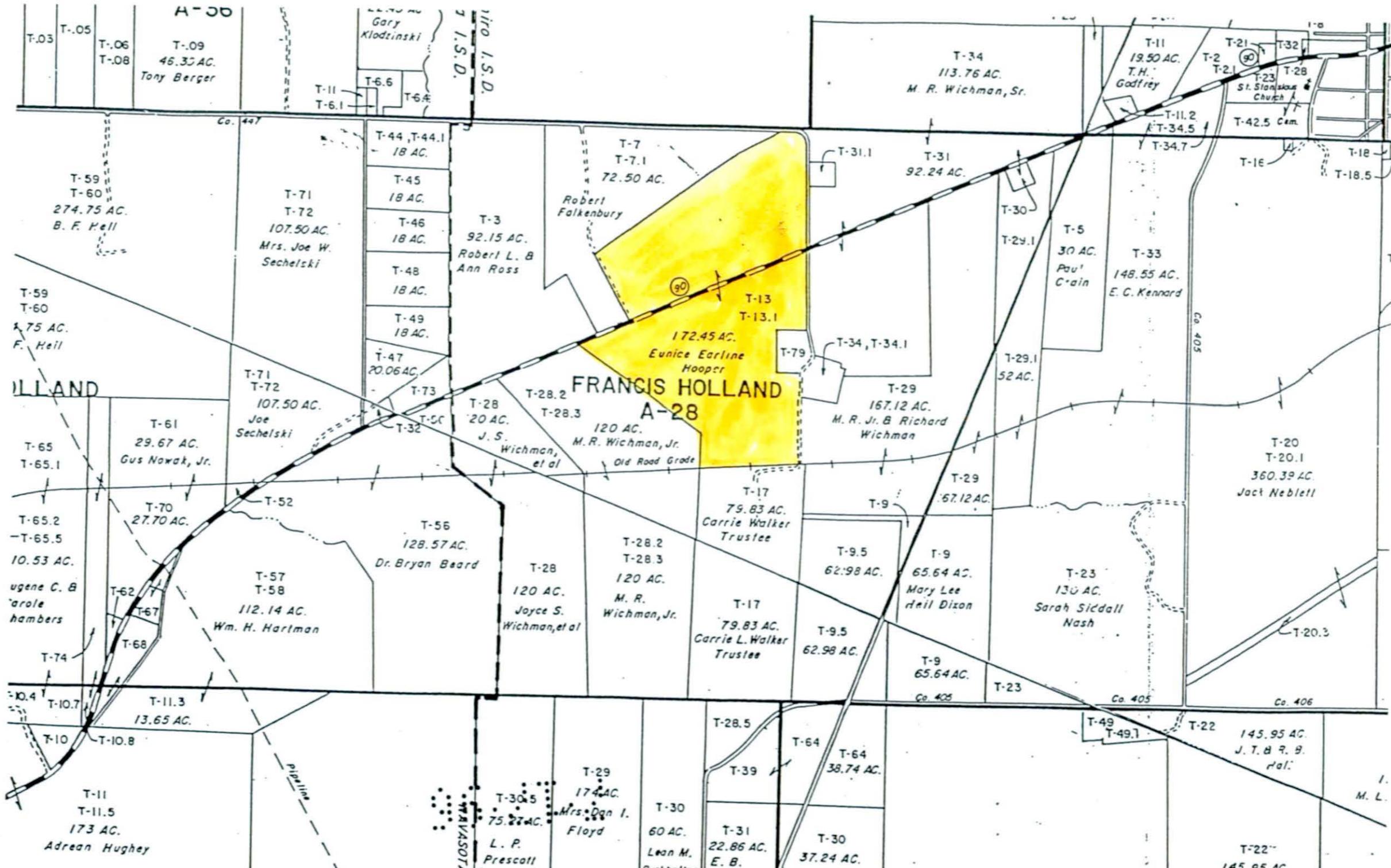
17. The last sentence in paragraph 3 above is hereby changed to read "Lessee shall not have the use of water from Lessor's wells or from ponds, lakes or reservoirs located upon the leased premises; provided, however, and subject to the other provisions of this paragraph, Lessee shall have the right to drill one or more water wells on the leased premises and to use water therefrom for drilling, reworking, deepening and/or remedial work hereunder; provided further, however, that Lessee shall not have the right to drill water wells for the purposes of water injection secondary recovery, without the written consent of Lessor."

18. The first sentence in paragraph 8 above is hereby changed to read "Lessor warrants and agrees to defend the title to the mineral interest covered by this Lease against the lawful claims and demands of all persons claiming or to claim the same, or any part thereof, by, through or under Lessor, but not otherwise."

SIGNED FOR IDENTIFICATION:







A-30

T-03
T-05
T-06
T-08
T-09
46.32 AC.
Tony Berger

Gary Klodzinski

T-11
T-6.1
T-6.6
T-6.4

110 I.S.D.
110 I.S.D.

T-34
113.76 AC.
M. R. Wichman, Sr.

T-11
19.50 AC.
T.H. Godfrey

T-21
T-2
T-21
T-23
T-28
St. Stanislaus Church
T-42.5 Cam.

T-59
T-60
274.75 AC.
B. F. Hell

T-71
T-72
107.50 AC.
Mrs. Joe W. Sechelski

T-44, T-44.1
18 AC.
T-45
18 AC.
T-46
18 AC.
T-48
18 AC.
T-49
18 AC.
T-47
20.06 AC.

T-3
92.15 AC.
Robert L. B. Ann Ross

T-7
T-7.1
72.50 AC.
Robert Falkenbury

T-31.1
T-31
92.24 AC.

T-30
T-29.1
52 AC.

T-5
30 AC.
Pau' C'ain
T-33
148.55 AC.
E. C. Kennard

T-59
T-60
75 AC.
F. Hell

ILLAND

T-61
29.67 AC.
Gus Nowak, Jr.

T-71
T-72
107.50 AC.
Joe Sechelski

T-73
T-5C
T-32

T-28
20 AC.
J. S. Wichman, et al

FRANCIS HOLLAND
A-28
172.45 AC.
Eunice Earline Hooper
120 AC.
M. R. Wichman, Jr.
Old Road Grade

T-79
T-34, T-34.1

T-29
167.12 AC.
M. R. Jr. B. Richard Wichman

T-29.1
52 AC.

T-65
T-65.1

T-65.2
T-65.5
10.53 AC.
Eugene C. B. Carole Chambers

T-70
27.70 AC.

T-57
T-58
112.14 AC.
Wm. H. Hartman

T-56
128.57 AC.
Dr. Bryan Beard

T-28
120 AC.
Joyce S. Wichman, et al

T-28.2
T-28.3
120 AC.
M. R. Wichman, Jr.

T-17
79.83 AC.
Carrie Walker Trustee

T-9.5
62.98 AC.

T-9
65.64 AC.
Mary Lee Heil Dixon

T-23
130 AC.
Sarah Siddall Nash

T-62
T-67
T-68

T-74

T-10.4
T-10.7

T-11.3
13.65 AC.

T-11
T-11.5
173 AC.
Adrean Hughey

T-30.5
75.27 AC.
L. P. Prescott

T-29
174 AC.
Mrs. Dan I. Floyd

T-30
60 AC.
Lean M. Burkholder

T-31
22.86 AC.
E. B.

T-64
T-64
38.74 AC.

T-30
37.24 AC.

T-49
T-49.1

T-22
145.95 AC.
J. T. B. P. B. Hal.

T-22
145.95 AC.

M. L.

123993

THIS LEASE AGREEMENT is made effective the 17th day of OCTOBER 1993

RECORDER'S MEMORANDUM

between M. R. WICHMAN, Sr., a widower 019662

AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON, OR PHOTOCOPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED

Lessor (whether one or more), whose address is Route 3, Box 50, Navasota, Texas 77868

UNION PACIFIC RESOURCES COMPANY

whose address is P. O. Box 7, Fort Worth, Texas 76101-0007

All printed portions of this lease were prepared by Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. Description. Lessor, in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

Dollars (\$), in hand paid,

of the royalties herein provided and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee, for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith including helium, carbon dioxide and other commercial

gases as well as hydrocarbon gases (referred to herein as "covered minerals"), the following described land (the "leased premises") in

Grimes County, Texas, to-wit:

183 acres, more or less, out of the Francis Holland League, A-28 and the P. C. Jack League, A-31, and being out of a 200 acre tract more particularly described in that certain Affidavit of Homestead Designation recorded at Volume 315, Page 251 of the Deed Records of Grimes County, Texas, SAVE AND EXCEPT 25 acres, more or less, described in that certain Deed dated July 2, 1993 from M. R. Wichman to Richard Wichman and recorded at Volume 720, Page 75 of the Official Records of Grimes County, Texas.

This lease also covers accretions and any small strips or parcels of land now or hereafter owned or claimed by Lessor which are contiguous or adjacent to the leased premises whether or not such parcels are known to exist by Lessor or Lessee, and for the aforementioned consideration, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any rentals and shut-in royalties hereunder, said land shall be deemed to be comprised of 183 acres, whether it actually comprises more or less.

2. Term of lease. This lease shall be in force for a primary term of three (3) years from the effective date hereof, and for as long thereafter as a covered mineral is produced in paying quantities from the leased premises or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalty. Royalties on covered minerals produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) for oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-sixth (1/6) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead posted price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity less a proportionate part of ad valorem taxes and production, severance, or other excise taxes, (b) for gas (including casinghead gas) and all other covered minerals, the royalty shall be one-sixth (1/6) of the net proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and (c) if during or after the primary term one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut-in or production therefrom is not being sold by Lessee for a period of 90 consecutive days, then Lessee may pay shut-in royalty of one dollar per acre of land then covered by this lease, such payment to be made to Lessor on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in and it shall be considered that such well is producing in paying quantities for all purposes hereof during any period for which such shut-in royalty is tendered; provided that if this lease is otherwise being maintained by the payment of rentals or by operations, or if a well or wells on the leased premises is producing in paying quantities, no shut-in royalty shall be due until the end of the 90-day period next following the end of the rental period or the cessation of such operations or production, as the case may be. Lessee shall have free use of oil, gas, water, and other substances produced from said land, except water from Lessor's wells or ponds, for all operations hereunder, and Lessor's royalty shall be computed after deducting any so used.

4. Operations. If, after expiration of the primary term, Lessee drills a dry hole on the leased premises or if all production of covered minerals should permanently cease from any cause either voluntary or involuntary (and if this lease is not otherwise being maintained), this lease shall remain in effect if Lessee commences drilling, reworking or other operations on the leased premises within 90 days thereafter. If, at or after expiration of the primary term, this lease is not otherwise being maintained but Lessee is then engaged in drilling, reworking or other operations calculated to obtain or restore production from the leased premises, this lease shall remain in effect so long as such operations are conducted with no cessation of more than 90 consecutive days and, if such operations result in the production of a covered mineral, as long thereafter as there is production from the leased premises. After production has been established on the leased premises, Lessee shall drill such additional wells as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or (b) protect the leased premises from uncompensated drainage by a well producing a covered mineral in paying quantities located within 330 feet of and draining the leased premises. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

5. Pooling. Lessee shall have the continuing and recurring right, but not the obligation, to pool all or any part of the leased premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, whenever Lessee deems necessary or proper to do so in order to prudently explore, develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands, leases or interests. A unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for an oil well which is a horizontal completion or a gas well shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that larger units may be formed for an oil well or a gas well, whether or not horizontally completed, in order to conform to any well spacing or density pattern permitted by any governmental authority having jurisdiction over such matters. The terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or by regulations of the governmental authority which has jurisdiction over such matters. The term "horizontal completion" shall mean an oil well or a gas well in which the horizontal component of the gross completion interval exceeds 100 feet in length. Lessee may pool or combine land covered by this lease or any portions thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with units formed as to any other stratum or strata, and oil units need not conform as to area with gas units. To exercise its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit, and the effective date of pooling shall be the date of filing unless provided otherwise in such declaration. Lessee wholly at its option may exercise its authority to pool either before or after commencing operations for or completing an oil or gas well on lands lying within a unit and any unit may include, but is not required to include, lands or leases upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which operations have theretofore been commenced. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises, regardless of whether such production was secured or such drilling or reworking operations were commenced before or after the execution of this lease or the instrument designating the pooled unit, shall be treated for all purposes (except the payment of royalties on production from the pooled unit) as if they were production, drilling or reworking operations on the leased premises and references herein to production from or operations on the leased premises shall be deemed to include production from or operations on any portion of such pooled unit; provided that if after creation of a pooled unit a well is drilled on land within the unit area (other than the leased premises) which well is not classified as the type of well for which the unit was created (oil, gas or other minerals as the case may be), such well shall be considered a dry hole for purposes of applying the additional drilling and reworking provisions hereof. If a gas well on a gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, with respect to all lands which are included within the unit (other than the lands on which the well is located), the date of such reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of this lease covering additional drilling and reworking. The production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent that such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall, without the joinder of Lessor, have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority, or court order, or when to do so would, in the judgment of Lessee, promote the conservation of covered minerals in and under and that

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may be produced from the leased premises. In making a revision, Lessee shall file of record a written declaration describing the revised unit and the effective date of revision shall be the date of filing unless provided otherwise in such declaration. To the extent any portion of the premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly, and such adjustment shall be made effective as of the effective date of the revision. Lessee may at any time dissolve any unit formed hereunder by filing a written declaration describing the unit, and the effective date of dissolution shall be the date of filing unless provided otherwise in such declaration. 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 with consequent allocation of production as herein provided. As used herein the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that of any other part of the leased premises. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. **Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises, in primary or enhanced recovery, Lessor hereby grants and conveys to Lessee the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and transport production. In exploring, developing, producing or marketing from the leased premises, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises. No surface location for a well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder without Lessor's consent, and Lessee shall pay for actual damage caused by its operations to buildings and other improvements now on the leased premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within 180 days following the expiration thereof.

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

8. **Warranty of Title.** Lessor hereby warrants and agrees to defend title to the interest conveyed to Lessee hereunder. Lessee, at its option, may pay or discharge any tax, mortgage or lien existing against the leased premises and, in the event that it does so, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties hereunder shall be reduced proportionately to the amount that Lessor's interest in the leased premises bears to the entire mineral estate in the leased premises.

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

10. **Regulation and Delay.** Lessee's obligations under the lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells. Notwithstanding the provisions of paragraph 2 above, when drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control (commonly referred to as "force majeure"), this lease shall not terminate because of such prevention or delay and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

11. **Breach or Default.** An alleged breach or default by Lessee of any obligation hereunder or the failure of Lessee to satisfy any condition or limitation contained herein 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, and no litigation shall be initiated by Lessor with respect to any alleged breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy or commence to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. Nothing in this instrument or in the relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence or a principal-agent relationship between Lessor and Lessee for any purpose.

IN WITNESS WHEREOF, this lease is executed effective the date first written above, and upon execution shall be binding upon the signatory whether or not the lease has been executed by all parties named herein as Lessor.

SEE ADDENDUM ATTACHED HERETO

SS # AND/OR TAX ID #

LESSOR:

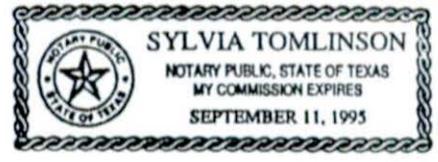
[Redacted signature area]

M. R. Wichman
M. R. WICHMAN, SR.

STATE OF TEXAS)
COUNTY OF GRIMES) ss.

This instrument was acknowledged before me this 17th day of OCTOBER, 1993, by M. R. WICHMAN, SR. a widower.

Sylvia Tomlinson
Notary Public



My Commission Expires: 9-11-95

STATE OF _____)
COUNTY OF _____) ss.

This instrument was acknowledged before me this _____ day of _____, 19____, by _____.

My Commission Expires:

Notary Public

ADDENDUM

VOL 734 PAGE 174

ATTACHED TO AND MADE A PART OF THAT ONE CERTAIN OIL AND GAS LEASE DATED OCTOBER 17, 1993 FROM M. R. WICHMAN, SR. TO UNION PACIFIC RESOURCES COMPANY, COVERING 183 ACRES OUT OF THE FRANCIS HOLLAND LEAGUE, A-28 AND THE P. C. JACK LEAGUE, A-31, GRIMES COUNTY, TEXAS.

12. There is excepted herefrom and reserved to the Lessor herein all coal, uranium, fissionable materials and all bentonite, fullers earth and other claylike substances, it is specifically understood and agreed that this lease covers only oil, gas, sulphur, and associated liquid or liquefiable hydrocarbons, but his lease does not cover or include any other minerals, with all other such minerals being reserved in the Lessor herein. Accordingly, the words "oil, gas" when used herein shall mean oil, gas, sulphur and associated liquid or liquefiable hydrocarbons, and the word "all other minerals" whenever used herein, shall be stricken from this lease, so that such "all other minerals", as defined herein, are reserved to the Lessor.

13. In the event a portion of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, then operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any other manner provided for herein.

14. At the end of each drilling operation, the Lessee shall proceed with reasonable diligence to restore the surface of the leased premises to as near its original condition as practicable, and shall pay the surface owner and/or the surface owner's tenant(s), if applicable, in full for all damages to crops, livestock, land or improvements situated on the leased premises caused by Lessee's operations hereunder.

15. Lessee hereby indemnifies, and agrees to save and hold Lessor harmless from all claims, demands and causes of actions stemming from activities undertaken by Lessee or Lessee's assignees, their employees, agents, contractors and sub-contractors during operations conducted on the leased premises.

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2
2

SIGNED FOR IDENTIFICATION:

M. R. Wichman

PAGE 1 OF 1

STATE OF TEXAS COUNTY OF GRIMES
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 real property records of Grimes County, Texas as stamped hereon by me.

FEB 14 1994



David Pasket
COUNTY CLERK, GRIMES COUNTY, TEXAS

BY *David S. Schwenden* DEPUTY

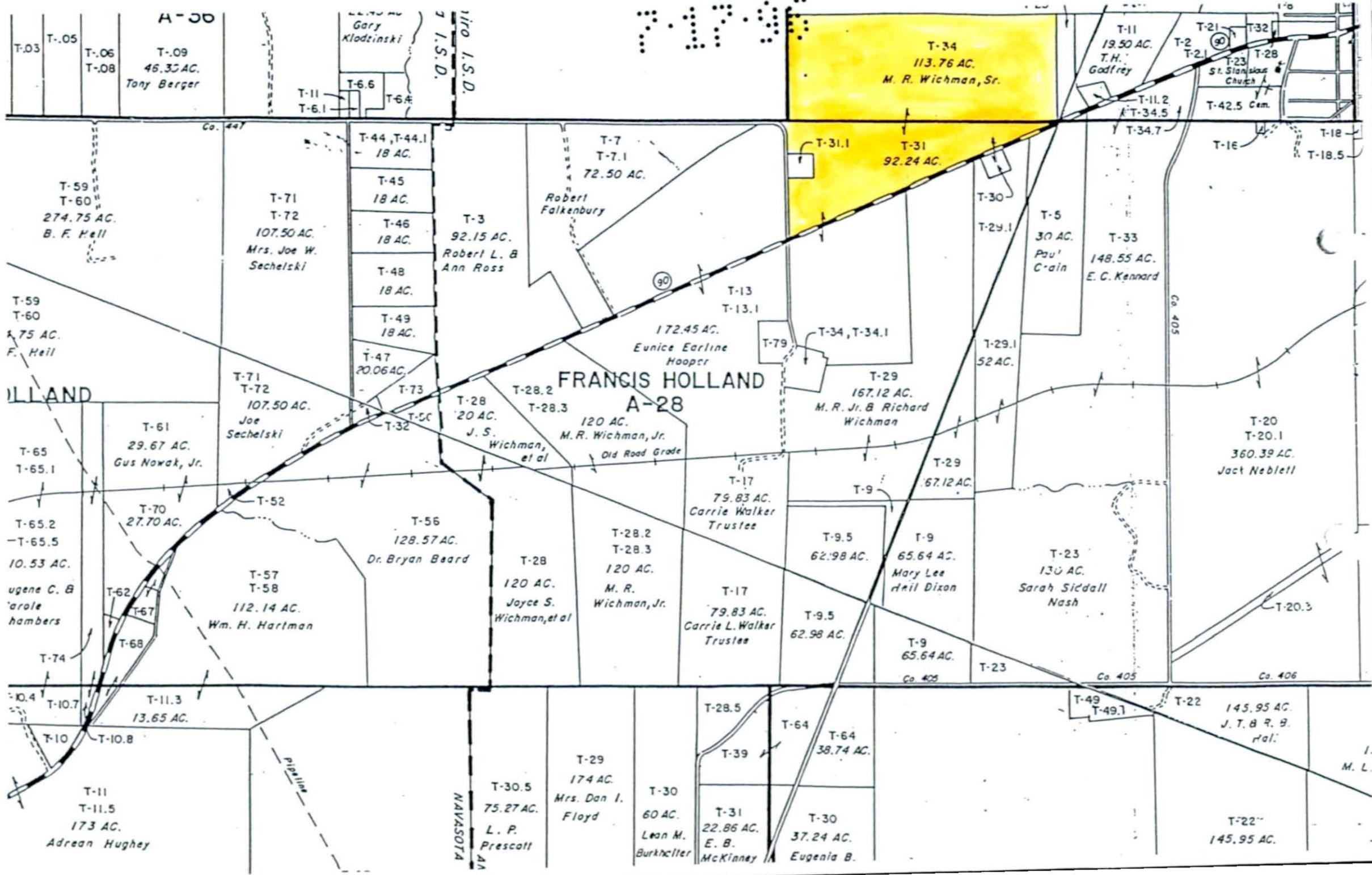
DAVID PASKET CO. CLK.
GRIMES COUNTY, TX.

'94 FEB 14 AM 10 05

FILED FOR RECORD AT

00000123993

12/28



AMENDMENT TO OIL, GAS AND MINERAL LEASE

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF GRIMES)

WHEREAS,

- (A) On or about October 17, 1993, M. R. WICHMAN, SR., a widower, delivered to Union Pacific Resources Company as Lessee, that certain Oil, Gas and Mineral Lease bearing such date, recorded in Volume 734, Page 172, Official Records, Grimes County, Texas, reference to which lease is here made for all purposes and which lease is hereinafter sometimes referred to as the "Lease";
(B) After the execution and recording of the Lease, it was determined that the land in the Lease was described incorrectly;
(C) The undersigned is desirous of amending the Lease in the manner and to the extent as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby ALTER, AMEND and CHANGE the lease by deleting and eliminating the description of the land described and covered by the Lease which now reads as follows:

"...183 acres, more or less, out of the Francis Holland League, A-28 and the P. C. Jack League, A-31, and being out of a 200 acre tract more particularly described in that certain Affidavit of Homestead Designation recorded at Volume 315, Page 251 of the Deed Records of Grimes County, Texas, SAVE AND EXCEPT 25 acres, more or less, described in that certain Deed dated July 2, 1993 from M. R. Wichman to Richard Wichman and recorded at Volume 720, Page 75 of the Official Records of Grimes County, Texas."

and inserting therein, in lieu thereof and in substitution therefor, the following description:

"...183 acres, more or less, out of the Francis Holland League, A-28 and the P. C. Jack League, A-31, and being out of a 200 acre tract more particularly described in that certain Affidavit of Homestead Designation recorded at Volume 315, Page 251 of the Deed Records of Grimes County, Texas, and out of a 1.877 acre tract out of a 5 acre tract, being the same land conveyed to M. R. Wichman and wife, Della J. Wichman from The Columbus Club Association of Anderson, Texas by Deed dated October 25, 1973 and recorded at Volume 318, Page 662 Deed Records, SAVE AND EXCEPT 25 acres, more or less, described in that certain Deed dated July 2, 1993 from M. R. Wichman to Richard Wichman and recorded at Volume 720, Page 75 of the Official Records of Grimes County, Texas and SAVE AND EXCEPT 0.939 acres conveyed to the Columbus Club Association of Anderson, Texas from M. R. Wichman, Sr. and wife Della J. Wichman, October 25, 1973, recorded at Volume 318, Page 666, Deed Records, Grimes County, Texas."

(E)
TX-1-61032(1)

Except as herein amended, the Lease is hereby RATIFIED, ADOPTED AND CONFIRMED and declared to be in full force and effect and the undersigned, M. R. Wichman, Sr., does hereby GRANT, LEASE and LET the land next above described to Union Pacific Resources Company, 801 Cherry Street, Fort Worth, Texas 76102, it's successors and or assigns, subject to the terms of the Lease as amended herein.

IN WITNESS WHEREOF, this instrument is made and entered into this 13th day of July 1994.

M. R. Wichman
M. R. WICHMAN, SR.

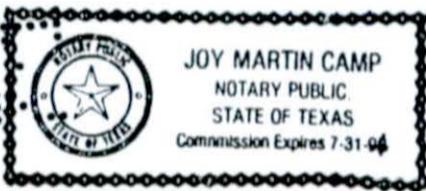
ACCEPTED AND RECEIVED BY:

UNION PACIFIC RESOURCES COMPANY

By *Carolyn J. David*
Attorney In-Fact

STATE OF TEXAS)
COUNTY OF GRIMES)

This instrument was acknowledged before me on the 13 day of July 1994, by M. R. Wichman, Sr.



Joy Martin Camp
Notary Public in and for the State of Texas

FILED FOR RECORD AT
95 JUL 20 AM 9 46
Mary A. Thompson
DAVID PASKET CO. CLK.
GRIMES CO., TX.
136713
10th pd.

STATE OF TEXAS COUNTY OF GRIMES
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 real property records of Grimes County, Texas as stamped hereon by me.

JUL 20 1995

David Pasket
COUNTY CLERK, GRIMES COUNTY, TEXAS

ATTN: Carol Cook
MS 3307.
Union Pacific Resources Co.
PO, Box 7
Fort Worth, Texas 76101-0007

THIS LEASE AGREEMENT is made effective the 17th day of OCTOBER, 19 93

between JOYCE G. WICHMAN also known as GENELLE WICHMAN, widow of M. R. WICHMAN, JR. AND LORI DIANE WICHMAN HUNTER

Lessor (whether one or more), whose address is P. O. Box 273, Anderson, Texas 77830 and UNION PACIFIC RESOURCES COMPANY, as Lessee,

whose address is P. O. Box 7, Fort Worth, Texas 76101-0007. All printed portions of this lease were prepared by Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. Description, Lessor, in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION Dollars (\$ \$10.00 & OVC), in hand paid,

of the royalties herein provided and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee, for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith including helium, carbon dioxide and other commercial

gases as well as hydrocarbon gases (referred to herein as "covered minerals"), the following described land (the "leased premises") in Grimes County, Texas, to-wit:

240 acres, more or less, out of the Francis Holland League, A-28 and being the same land described as two 120 acre tracts at Volume 384, Page 224 of the Deed Records of Grimes County, Texas.

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED

This lease also covers accretions and any small strips or parcels of land now or hereafter owned or claimed by Lessor which are contiguous or adjacent to the leased premises whether or not such parcels are known to exist by Lessor or Lessee, and for the aforementioned consideration, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any rentals and shut-in royalties hereunder, said land shall be deemed to be comprised of 240 acres, whether it actually comprises more or less.

2. Term of lease. This lease shall be in force for a primary term of three (3) years from the effective date hereof, and for as long thereafter as a covered mineral is produced in paying quantities from the leased premises or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalty. Royalties on covered minerals produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's field separator facilities, the royalty shall be one-sixth (1/6) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead posted price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity less a proportionate part of ad valorem taxes and production, severance, or other excise taxes, (b) for gas (including casinghead gas) and all other covered minerals, the royalty shall be one-sixth (1/6) of the net proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and (c) if during or after the primary term one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut-in or production therefrom is not being sold by Lessee for a period of 90 consecutive days, then Lessee may pay shut-in royalty of one dollar per acre of land then covered by this lease, such payment to be made to Lessor on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in and it shall be considered that such well is producing in paying quantities for all purposes hereof during any period for which such shut-in royalty is undered; provided that if this lease is otherwise being maintained by the payment of rentals or by operations, or if a well or wells on the leased premises is producing in paying quantities, no shut-in royalty shall be due until the end of the 90-day period next following the end of the rental period or the cessation of such operations or production, as the case may be. Lessee shall have free use of oil, gas, water, and other substances produced from said land, except water from Lessor's wells or ponds, for all operations hereunder, and Lessor's royalty shall be computed after deducting any so used.

4. Operations. If, after expiration of the primary term, Lessee drills a dry hole on the leased premises or if all production of covered minerals should permanently cease from any cause either voluntary or involuntary (and if this lease is not otherwise being maintained), this lease shall remain in effect if Lessee commences drilling, reworking or other operations on the leased premises within 90 days thereafter. If, at or after expiration of the primary term, this lease is not otherwise being maintained but Lessee is then engaged in drilling, reworking or other operations calculated to obtain or restore production from the leased premises, this lease shall remain in effect so long as such operations are conducted with no cessation of more than 90 consecutive days and, if such operations result in the production of a covered mineral, as long thereafter as there is production from the leased premises. After production has been established on the leased premises, Lessee shall drill such additional wells as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or (b) protect the leased premises from uncompensated drainage by a well producing a covered mineral in paying quantities located within 330 feet of and draining the leased premises. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

5. Pooling. Lessee shall have the continuing and recurring right, but not the obligation, to pool all or any part of the leased premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, whenever Lessee deems necessary or proper to do so in order to prudently explore, develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands, leases or interests. A unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for an oil well which is a horizontal completion or a gas well shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that larger units may be formed for an oil well or a gas well, whether or not horizontally completed, in order to conform to any well spacing or density pattern permitted by any governmental authority having jurisdiction over such matters. The terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or by regulations of the governmental authority which has jurisdiction over such matters. The term "horizontal completion" shall mean an oil well or a gas well in which the horizontal component of the gross completion interval exceeds 100 feet in length. Lessee may pool or combine land covered by this lease or any portions thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with units formed as to any other stratum or strata, and oil units need not conform as to area with gas units. To exercise its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit, and the effective date of pooling shall be the date of filing unless provided otherwise in such declaration. Lessee wholly at its option may exercise its authority to pool either before or after commencing operations for or completing an oil or gas well on lands lying within a unit and any unit may include, but is not required to include, lands or leases upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which operations have theretofore been commenced. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises, regardless of whether such production was secured or such drilling or reworking operations were commenced before or after the execution of this lease or the instrument designating the pooled unit, shall be treated for all purposes (except the payment of royalties on production from the pooled unit) as if they were production, drilling or reworking operations on the leased premises and references herein to production from or operations on the leased premises shall be deemed to include production from or operations on any portion of such pooled unit; provided that if after creation of a pooled unit a well is drilled on land within the unit area (other than the leased premises) which well is not classified as the type of well for which the unit was created (oil, gas or other minerals as the case may be), such well shall be considered a dry hole for purposes of applying the additional drilling and reworking provisions hereof. If a gas well on a gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, with respect to all lands which are included within the unit (other than the lands on which the well is located), the date of such reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of this lease covering additional drilling and reworking. The production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent that such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall, without the joinder of Lessor, have the continuing right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority, or court order, or when to do so would, in the judgment of Lessee, promote the conservation of covered minerals in and under and that

may be produced from the leased premises. In making a revision, Lessee shall file of record a written declaration describing the revised unit and the effective date of such revision shall be the date of filing unless provided otherwise in such declaration. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly, and such adjustment shall be made effective as of the effective date of the revision. Lessee may at any time dissolve any unit formed hereunder by filing a written declaration describing the unit, and the effective date of dissolution shall be the date of filing unless provided otherwise in such declaration. 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 with consequent allocation of production as herein provided. As used herein 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. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. Ancillary Rights. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises, in primary or enhanced recovery, Lessor hereby grants and conveys to Lessee the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and transport production. In exploring, developing, producing or marketing from the leased premises, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises. No surface location for a well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder without Lessor's consent, and Lessee shall pay for actual damage caused by its operations to buildings and other improvements now on the leased premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within 180 days following the expiration thereof.

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

8. Warranty of Title. Lessor hereby warrants and agrees to defend title to the interest conveyed to Lessee hereunder. Lessee, at its option, may pay or discharge any tax, mortgage or lien existing against the leased premises and, in the event that it does so, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties hereunder shall be reduced proportionately to the amount that Lessor's interest in the leased premises bears to the entire mineral estate in the leased premises.

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

10. Regulation and Delay. Lessee's obligations under the lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells. Notwithstanding the provisions of paragraph 2 above, when drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control (commonly referred to as "force majeure"), this lease shall not terminate because of such prevention or delay and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

11. Breach or Default. An alleged breach or default by Lessee of any obligation hereunder or the failure of Lessee to satisfy any condition or limitation contained herein 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, and no litigation shall be initiated by Lessor with respect to any alleged breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy or commence to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. Nothing in this instrument or in the relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence or a principal - agent relationship between Lessor and Lessee for any purpose.

IN WITNESS WHEREOF, this lease is executed effective the date first written above, and upon execution shall be binding upon the signatory whether or not the lease has been executed by all parties named herein as Lessor.

SEE ADDENDUM ATTACHED HERETO

SS # AND/OR TAX ID #

LESSOR:

[Redacted]
Lori Diane Wichman Hunter
LORI DIANE WICHMAN HUNTER

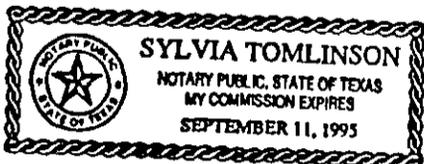
Joyce G. Wichman
JOYCE G. WICHMAN a/k/a GENELLE WICHMAN

STATE OF TEXAS)
COUNTY OF GRIMES) ss.

This instrument was acknowledged before me this 17th day of OCTOBER, 19 93, by JOYCE G. WICHMAN a/k/a GENELLE WICHMAN, widow of M. R. Wichman, Jr.

[Signature]
Notary Public

My Commission Expires: 9-11-95



STATE OF _____)
COUNTY OF _____) ss.

This instrument was acknowledged before me this _____ day of _____, 19 _____, by _____.

My Commission Expires:

Notary Public

ATTACHED TO AND MADE A PART OF THAT ONE CERTAIN OIL AND GAS LEASE DATED OCTOBER 17, 1993 FROM JOYCE G. WICHMAN A/K/A GENELLE WICHMAN, WIDOW OF M. R. WICHMAN, JR. TO UNION PACIFIC RESOURCES COMPANY, COVERING 240 ACRES OUT OF THE FRANCIS HOLLAND LEAGUE, A-28 GRIMES COUNTY, TEXAS.

12. There is excepted herefrom and reserved to the Lessor herein all coal, uranium, fissionable materials and all bentonite, fullers earth and other claylike substances, it is specifically understood and agreed that this lease covers only oil, gas, sulphur, and associated liquid or liquefiable hydrocarbons, but this lease does not cover or include any other minerals, with all other such minerals being reserved in the Lessor herein. Accordingly, the words "oil, gas" when used herein shall mean oil, gas, sulphur and associated liquid or liquefiable hydrocarbons, and the word "all other minerals" whenever used herein, shall be stricken from this lease, so that such "all other minerals", as defined herein, are reserved to the Lessor.

13. In the event a portion of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, then operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any other manner provided for herein.

14. At the end of each drilling operation, the Lessee shall proceed with reasonable diligence to restore the surface of the leased premises to as near its original condition as practicable, and shall pay the surface owner and/or the surface owner's tenant(s), if applicable, in full for all damages to crops, livestock, land or improvements situated on the leased premises caused by Lessee's operations hereunder.

15. Lessee hereby indemnifies, and agrees to save and hold Lessor harmless from all claims, demands and causes of actions stemming from activities undertaken by Lessee or Lessee's assignees, their employees, agents, contractors and sub-contractors during operations conducted on the leased premises.

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2
2
2

SIGNED FOR IDENTIFICATION:

Joyce G. Prebman
Lori Deane Wichman Hunter

2009-12-08

STATE OF TEXAS COUNTY OF GRIMES
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 real property records of Grimes County, Texas as stamped hereon by me.

JAN 12 1994



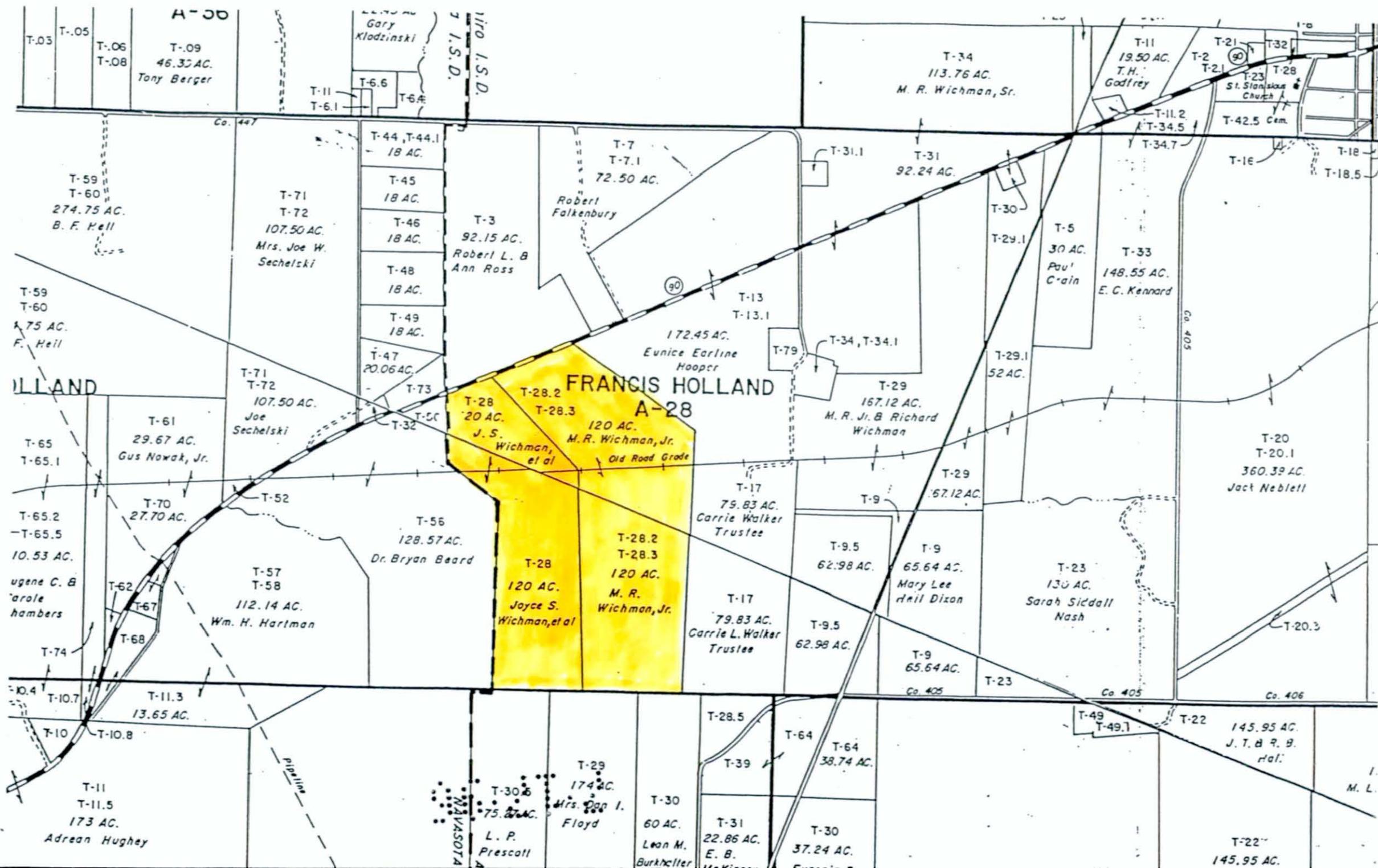
David Pasket
COUNTY CLERK, GRIMES COUNTY, TEXAS

DAVID PASKET CO. CLK.
GRIMES COUNTY, TX.
Debra Storer
DEPUTY

94 JUN 12 AM 10 41

FILED FOR RECORD AT

00000123460



A-30

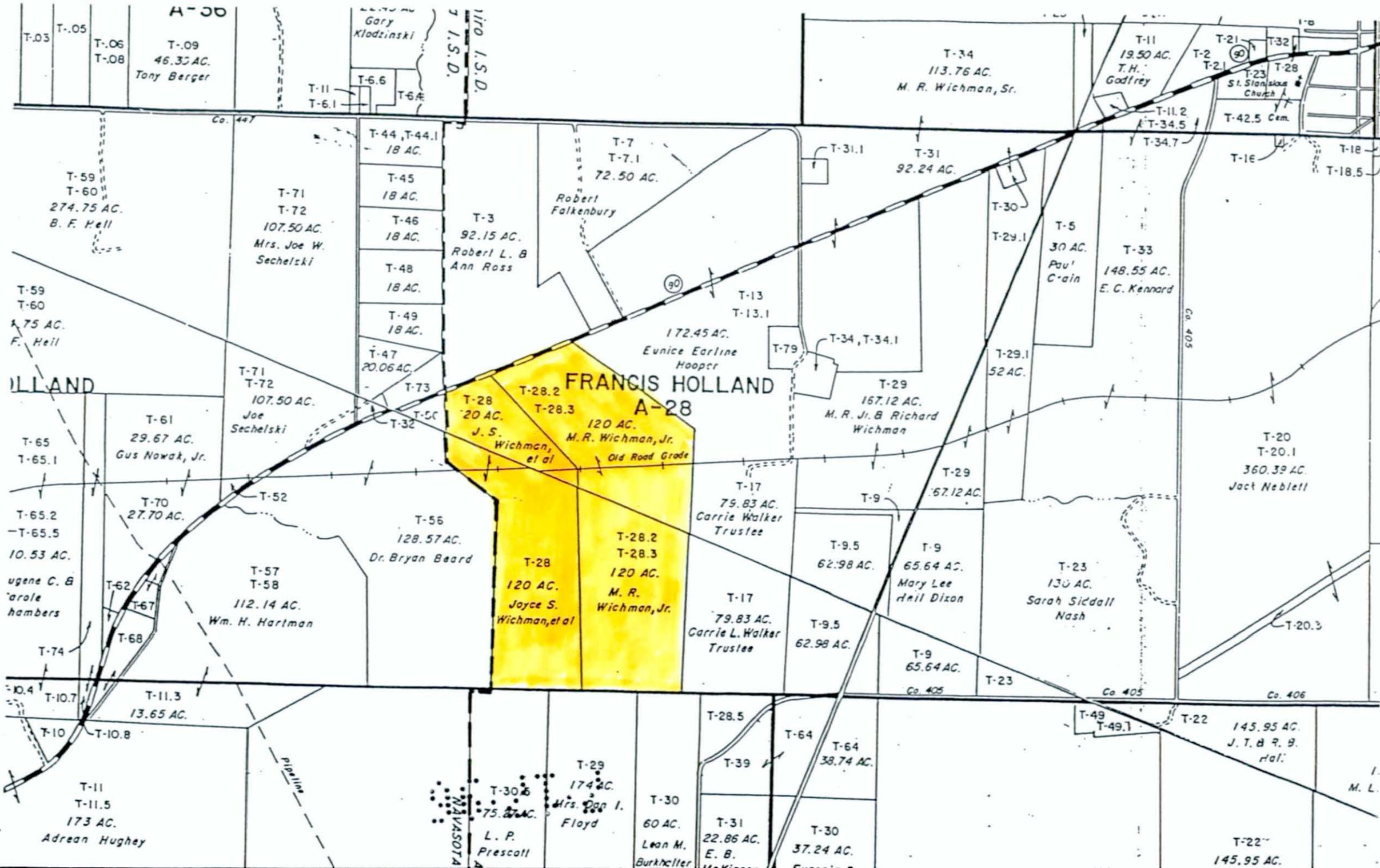
Gary Klodzinski

I.S.D.
I.S.D.

FRANCIS HOLLAND
A-28

ILLAND

WISCONSIN



A-30

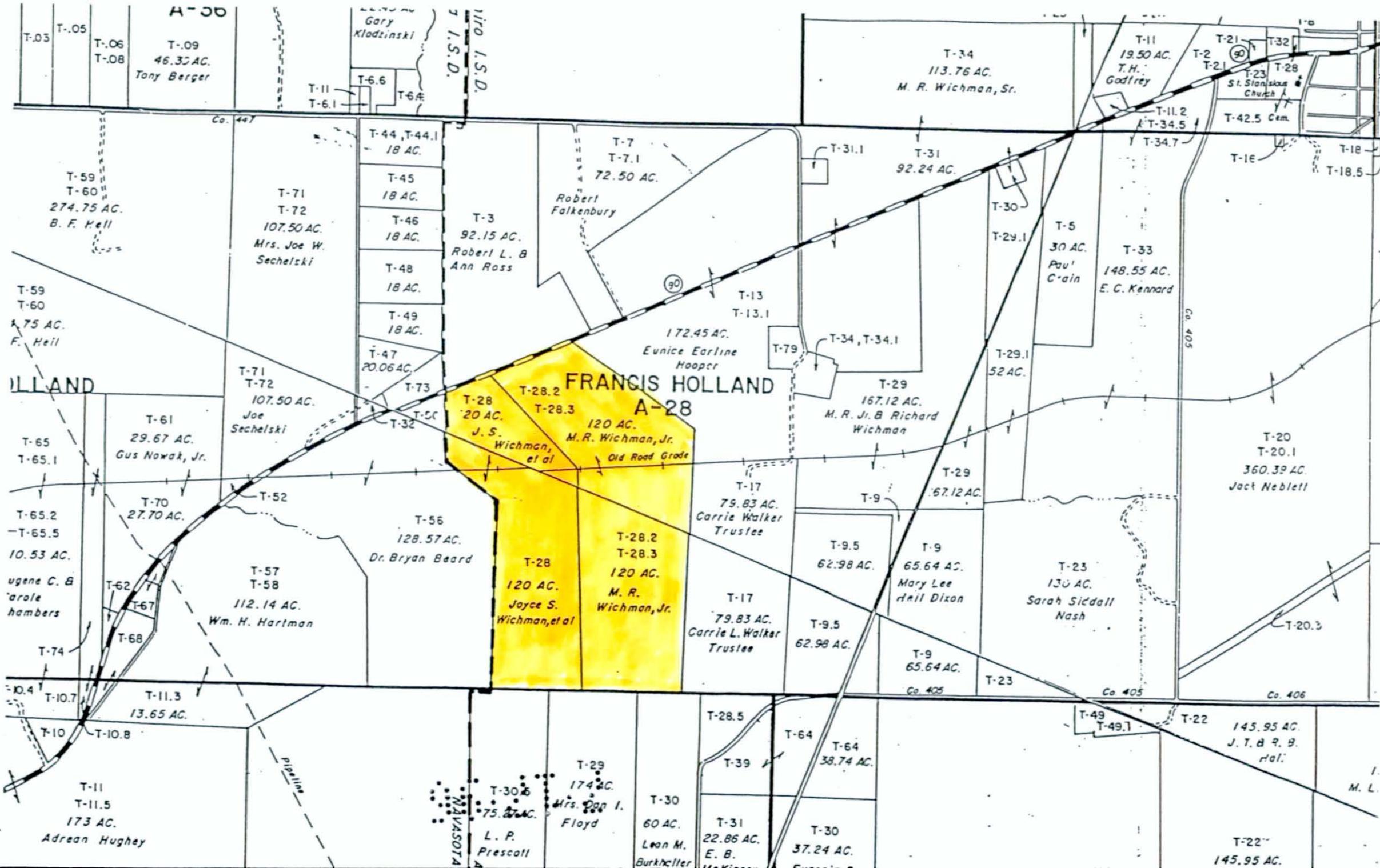
Gary Klodzinski

I.S.D.
I.S.D.

FRANCIS HOLLAND
A-28

ILLAND

WISCONSIN



A-30

Gary Klodzinski

I.S.D.
I.S.D.

FRANCIS HOLLAND
A-28

ILLAND

WISCONSIN

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 9th day of July, 19 96, between

Judy Wickey Roskosky, a married woman dealing herein with her sole
and separate property, 1039 George St., Clute, Texas 77531 as Lessor (whether one or more),
and Chesapeake Operating, Inc., P.O. Box 18496, Oklahoma City, OK 73154-0496
as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):



120.00 acres of land, more or less, situated in the Francis Holland Survey, A-28, Grimes County, Texas and being the same land described in Deed dated May 17, 1972 from A. C. Hart, Trustee to Joyce G. Wichman and Lori D. Wichman, recorded in Volume 306, Page 242, Deed Records of Grimes County, Texas.



All references to one-eighth (1/8th) royalty contained herein are hereby amended to read one-sixth (1/6th)

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

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of two (2) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

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

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in _____

Direct to Lessor at above address

at _____ or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

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

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

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

BS/146/1840

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

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

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

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

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon execution of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

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

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

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

WITNESSES AND/OR ATTESTATIONS:

LESSOR (WHETHER ONE OR MORE)

SS NO. OR TAX ID

Judy Wickey Roskosky

Judy Wickey Roskosky

████████████████████

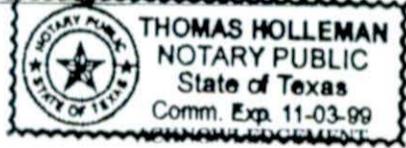
ACKNOWLEDGEMENT

STATE OF TEXAS }
COUNTY OF Brazoria

This instrument was acknowledged before me on the 9th day of July, 1996, by Judy Wickey Roskosky

[Signature]

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



STATE OF TEXAS }
COUNTY OF

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

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

CORPORATE ACKNOWLEDGEMENT

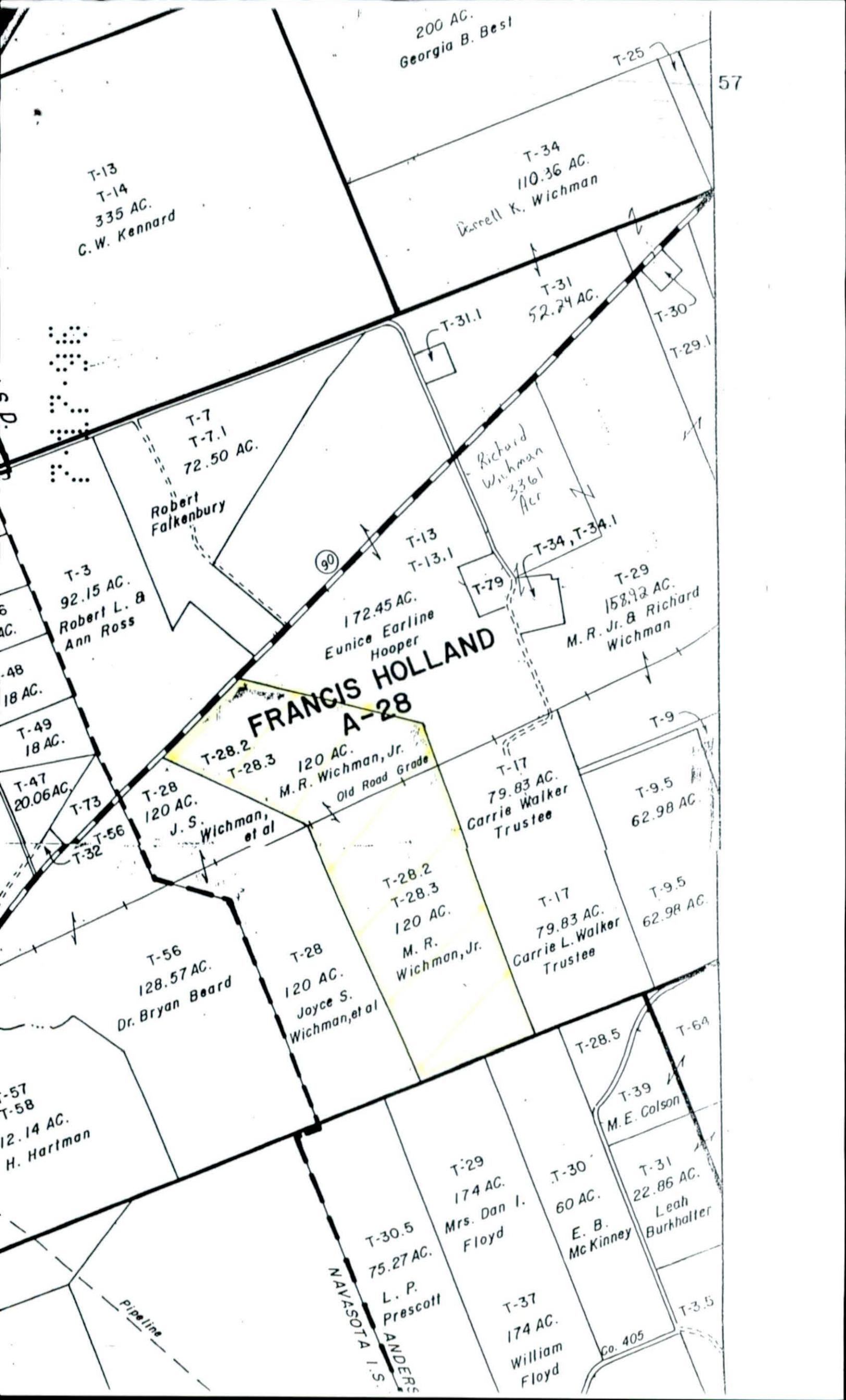
STATE OF TEXAS }
COUNTY OF

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

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

RECORDING INFORMATION

STATE OF _____ }
County of _____ } S.S.
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 _____ Clerk (or Deputy)



200 AC.
Georgia B. Best

57

T-13
T-14
335 AC.
C.W. Kennard

T-34
110.36 AC.
Darrell K. Wichman

T-31
52.24 AC.

T-7
T-7.1
72.50 AC.

Robert Falkenbury

Richard Wichman
3361 Acre

T-3
92.15 AC.
Robert L. & Ann Ross

90
T-13
T-13.1
172.45 AC.
Eunice Earline Hooper

T-29
158.92 AC.
M.R. Jr. & Richard Wichman

**FRANCIS HOLLAND
A-28**

T-48
18 AC.

T-49
18 AC.

T-47
20.06 AC.

T-73
T-56
T-32

T-28
120 AC.
J. S. Wichman, et al

T-28.2
T-28.3
120 AC.
M. R. Wichman, Jr.
Old Road Grade

T-17
79.83 AC.
Carrie Walker Trustee

T-9
62.98 AC.

T-56
128.57 AC.
Dr. Bryan Beard

T-28
120 AC.
Joyce S. Wichman, et al

T-28.2
T-28.3
120 AC.
M. R. Wichman, Jr.

T-17
79.83 AC.
Carrie L. Walker Trustee

T-9.5
62.98 AC.

T-57
T-58
12.14 AC.
H. Hartman

Pipeline

NAVASSOTA I.S.
ANDERS

T-29
174 AC.
Mrs. Dan I. Floyd

T-30.5
75.27 AC.
L. P. Prescott

T-37
174 AC.
William Floyd

T-30
60 AC.
E. B. McKinney

T-31
22.86 AC.
Leah Burkhalter

Co. 405

T-3.5

9.

MF 97475
ITEM lead
TO _____
FROM _____
DATE 7-17-96



THIS LEASE AGREEMENT is made effective the 17th day of OCTOBER, 1993 between RICHARD F. WICHMAN and wife, IDA JEAN WICHMAN

019522

Lessor (whether one or more), whose address is P. O. Box 446, Anderson, Texas 77830 and UNION PACIFIC RESOURCES COMPANY, as Lessee,

whose address is P. O. Box 7, Fort Worth, Texas 76101-0007. All printed portions of this lease were prepared by Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

1. Description. Lessor, in consideration of _____ Dollars (\$ 10.00 & OVC _____), in hand paid, of the royalties herein provided and the covenants hereof contained, hereby grants, leases and lets exclusively to Lessee, for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith including helium, carbon dioxide and other commercial gases as well as hydrocarbon gases (referred to herein as "covered minerals"), the following described land (the "leased premises") in _____

Grimes County, Texas, to-wit: 197.12 acres, more or less, out of the Francis Holland League, A-28, and being the same land described as 167.12 acres and 5.00 acres at Volume 412, Page 908 of the Deed Records of Grimes County, Texas and as 25 acres, more or less, at Volume 720, Page 75 of the Official Records of Grimes County, Texas.

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED

This lease also covers accretions and any small strips or parcels of land now or hereafter owned or claimed by Lessor which are contiguous or adjacent to the leased premises whether or not such parcels are known to exist by Lessor or Lessee, and for the aforementioned consideration, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any rentals and shut-in royalties hereunder, said land shall be deemed to be comprised of 197.12 acres, whether it actually comprises more or less.

2. Term of Lease. This lease shall be in force for a primary term of three (3) years from the effective date hereof, and for as long thereafter as a covered mineral is produced in paying quantities from the leased premises or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalty. Royalties on covered minerals produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's field separator facilities, the royalty shall be one-sixth (1/6) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead posted price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity less a proportionate part of ad valorem taxes and production, severance, or other excise taxes, (b) for gas (including casinghead gas) and all other covered minerals, the royalty shall be one-sixth (1/6) of the net proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and (c) if during or after the primary term one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut-in or production therefrom is not being sold by Lessee for a period of 90 consecutive days, then Lessee may pay shut-in royalty of one dollar per acre of land then covered by this lease, such payment to be made to Lessor on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in and it shall be considered that such well is producing in paying quantities for all purposes hereof during any period for which such shut-in royalty is tendered; provided that if this lease is otherwise being maintained by the payment of rentals or by operations, or if a well or wells on the leased premises is producing in paying quantities, no shut-in royalty shall be due until the end of the 90-day period next following the end of the rental period or the cessation of such operations or production, as the case may be. Lessee shall have free use of oil, gas, water, and other substances produced from said land, except water from Lessor's wells or ponds, for all operations hereunder, and Lessor's royalty shall be computed after deducting any so used.

4. Operations. If, after expiration of the primary term, Lessee drills a dry hole on the leased premises or if all production of covered minerals should permanently cease from any cause either voluntary or involuntary (and if this lease is not otherwise being maintained), this lease shall remain in effect if Lessee commences drilling, reworking or other operations on the leased premises within 90 days thereafter. If, at or after expiration of the primary term, this lease is not otherwise being maintained but Lessee is then engaged in drilling, reworking or other operations calculated to obtain or restore production from the leased premises, this lease shall remain in effect so long as such operations are conducted with no cessation of more than 90 consecutive days and, if such operations result in the production of a covered mineral, as long thereafter as there is production from the leased premises. After production has been established on the leased premises, Lessee shall drill such additional wells as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or (b) protect the leased premises from uncompensated drainage by a well producing a covered mineral in paying quantities located within 330 feet of and draining the leased premises. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

5. Pooling. Lessee shall have the continuing and recurring right, but not the obligation, to pool all or any part of the leased premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently explore, develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands, leases or interests. A unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 0%, and for an oil well which is a horizontal completion or a gas well shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that larger units may be formed for an oil well or a gas well, whether or not horizontally completed, in order to conform to any well spacing or density pattern permitted by any governmental authority having jurisdiction over such matters. The terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or by regulations of the governmental authority which has jurisdiction over such matters. The term "horizontal completion" shall mean an oil well or a gas well in which the horizontal component of the gross completion interval exceeds 100 feet in length. Lessee may pool or combine land covered by this lease or any portions thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with units formed as to any other stratum or strata, and oil units need not conform as to area with gas units. To exercise its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit, and the effective date of pooling shall be the date of filing unless provided otherwise in such declaration. Lessee wholly at its option may exercise its authority to pool either before or after commencing operations for or completing an oil or gas well on lands lying within a unit and any unit may include, but is not required to include, lands or leases upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which operations have theretofore been commenced. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises, regardless of whether such production was incurred or such drilling or reworking operations were commenced before or after the execution of this lease or the instrument designating the pooled unit, shall be treated for all purposes (except the payment of royalties on production from the pooled unit) as if they were production, drilling or reworking operations on the leased premises and references herein to production from or operations on the leased premises shall be deemed to include production from or operations on any portion of such pooled unit; provided that if after creation of a pooled unit a well is drilled on land within the unit area (other than the leased premises) which well is not classified as the type of well for which the unit was created (oil, gas or other minerals as the case may be), such well shall be considered a dry hole for purposes of applying the additional drilling and reworking provisions hereof. If a gas well on a gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, with respect to all lands which are included within the unit (other than the lands on which the well is located), the date of such reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of this lease covering additional drilling and reworking. The production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent that such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall, without the joinder of Lessor, have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority, or court order, or when to do so would, in the judgment of Lessee, promote the conservation of covered minerals in and under and that

may be produced from the leased premises. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and the effective date of revision shall be the date of filing unless provided otherwise in such declaration. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly, and such adjustment shall be made effective as of the effective date of the revision. Lessee may at any time dissolve any unit formed hereunder by filing a written declaration describing the unit, and the effective date of dissolution shall be the date of filing unless provided otherwise in such declaration. 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 with consequent allocation of production as herein provided. As used herein 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. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. Ancillary Rights. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises, in primary or enhanced recovery, Lessor hereby grants and conveys to Lessee the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and transport production. In exploring, developing, producing or marketing from the leased premises, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises. No surface location for a well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder without Lessor's consent, and Lessee shall pay for actual damage caused by its operations to buildings and other improvements now on the leased premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within 180 days following the expiration thereof.

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

8. Warranty of Title. Lessor hereby warrants and agrees to defend title to the interest conveyed to Lessee hereunder. Lessee, at its option, may pay or discharge any tax, mortgage or lien existing against the leased premises and, in the event that it does so, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties hereunder shall be reduced proportionately to the amount that Lessor's interest in the leased premises bears to the entire mineral estate in the leased premises.

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

10. Regulation and Delay. Lessee's obligations under the lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells. Notwithstanding the provisions of paragraph 2 above, when drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control (commonly referred to as "force majeure"), this lease shall not terminate because of such prevention or delay and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

11. Breach or Default. An alleged breach or default by Lessee of any obligation hereunder or the failure of Lessee to satisfy any condition or limitation contained herein 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, and no litigation shall be initiated by Lessor with respect to any alleged breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy or commence to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. Nothing in this instrument or in the relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence or a principal - agent relationship between Lessor and Lessee for any purpose.

IN WITNESS WHEREOF, this lease is executed effective the date first written above, and upon execution shall be binding upon the signatory whether or not the lease has been executed by all parties named herein as Lessor.

SEE ADDENDUM ATTACHED HERETO

SS # AND/OR TAX ID #

LESSOR:

[Redacted signature area]

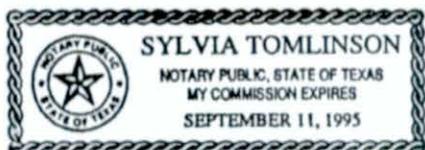
Richard F. Wichman
Richard F. Wichman
Ida Jean Wichman
Ida Jean Wichman

STATE OF TEXAS)
COUNTY OF GRIMES) ss.

This instrument was acknowledged before me this 17th day of OCTOBER, 1993, by Richard F. Wichman and Ida Jean Wichman, husband and wife.

[Signature]
Notary Public

My Commission Expires: 9-11-95



RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED

STATE OF _____)
COUNTY OF _____) ss.

This instrument was acknowledged before me this _____ day of _____, 19____, by _____.

Notary Public

My Commission Expires:

ADDENDUM

VOL 731 PAGE 666

ATTACHED TO AND MADE A PART OF THAT ONE CERTAIN OIL AND GAS LEASE DATED OCTOBER 17, 1993 FROM RICHARD F. WICHMAN AND WIFE, IDA JEAN WICHMAN TO UNION PACIFIC RESOURCES COMPANY, COVERING 197.12 ACRES OUT OF THE FRANCIS HOLLAND LEAGUE, A-28 GRIMES COUNTY, TEXAS.

12. There is excepted herefrom and reserved to the Lessor herein all coal, uranium, fissionable materials and all bentonite, fullers earth and other claylike substances, it is specifically understood and agreed that this lease covers only oil, gas, sulphur, and associated liquid or liquefiable hydrocarbons, but this lease does not cover or include any other minerals, with all other such minerals being reserved in the Lessor herein. Accordingly, the words "oil, gas" when used herein shall mean oil, gas, sulphur and associated liquid or liquefiable hydrocarbons, and the word "all other minerals" whenever used herein, shall be stricken from this lease, so that such "all other minerals", as defined herein, are reserved to the Lessor.

13. In the event a portion of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, then operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any other manner provided for herein.

14. At the end of each drilling operation, the Lessee shall proceed with reasonable diligence to restore the surface of the leased premises to as near its original condition as practicable, and shall pay the surface owner and/or the surface owner's tenant(s), if applicable, in full for all damages to crops, livestock, land or improvements situated on the leased premises caused by Lessee's operations hereunder.

15. Lessee hereby indemnifies, and agrees to save and hold Lessor harmless from all claims, demands and causes of actions stemming from activities undertaken by Lessee or Lessee's assignees, their employees, agents, contractors and sub-contractors during operations conducted on the leased premises.

SIGNED FOR IDENTIFICATION:

Richard F. Wichman

Ida Jean Wichman

STATE OF TEXAS COUNTY OF GRIMES
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 real property records of Grimes County, Texas as stamped hereon by me.

PAGE 1 OF 1

JAN 12 1994



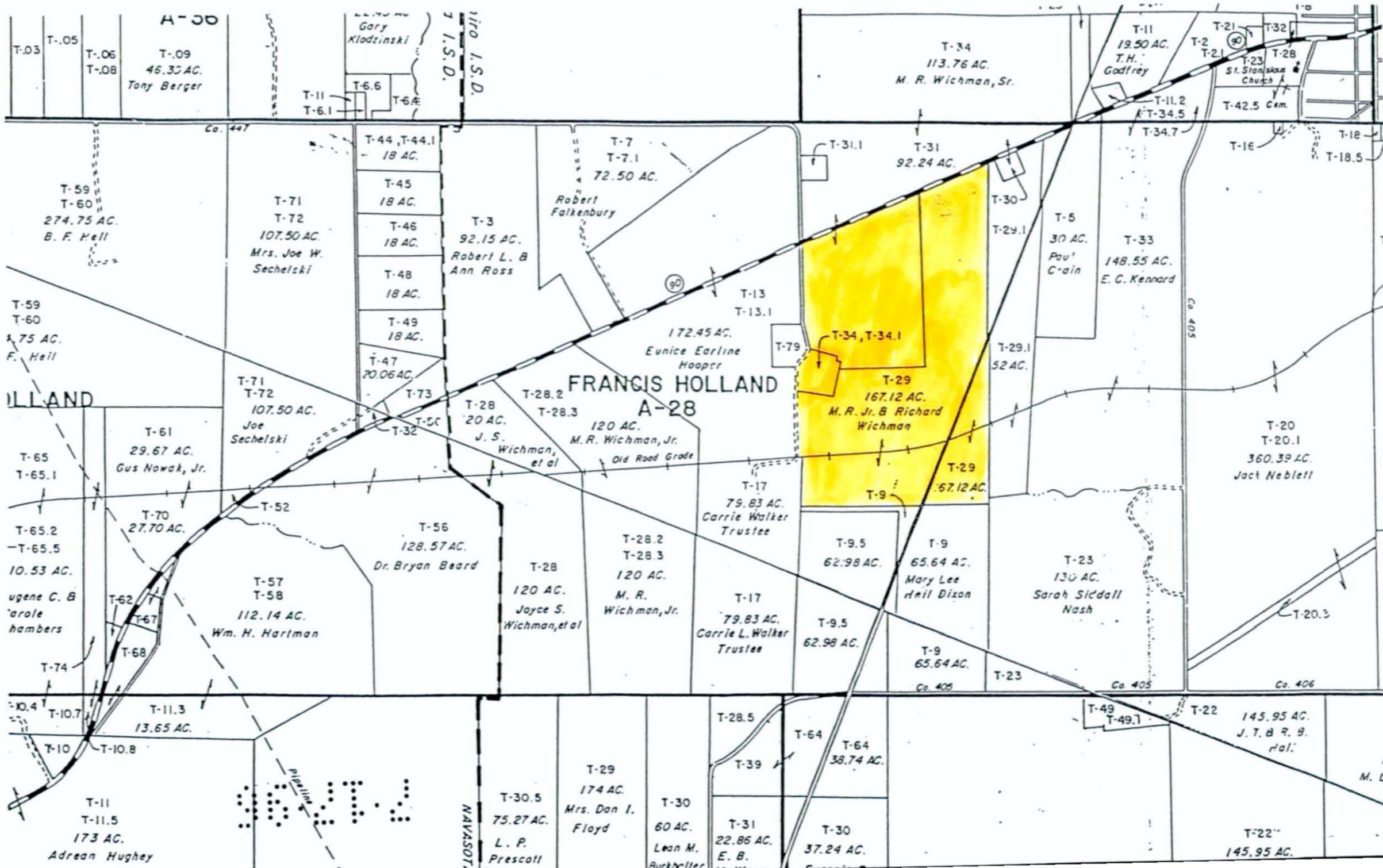
David Pasket
COUNTY CLERK, GRIMES COUNTY, TEXAS

DAVID PASKET CO. CLK.
GRIMES COUNTY, TX.
DEPUTY

FILED FOR RECORD AT
94 JAN 12 AM 10 40

Aug. 12. 93

0000123456



A-30

I.S.D.

FRANCIS HOLLAND
A-28

ILLAND

NAVASOTA

T-09
46.35 AC.
Tony Berger

T-59
T-60
274.75 AC.
B. F. Heil

T-71
T-72
107.50 AC.
Mrs. Joe W.
Sechelski

T-3
92.15 AC.
Robert L. &
Ann Ross

T-7
T-7.1
72.50 AC.
Robert
Falkenbury

T-34
113.76 AC.
M. R. Wichman, Sr.

T-11
19.50 AC.
T.H.
Godfrey

T-42.5 Cem.

T-59
T-60
75 AC.
F. Heil

T-71
T-72
107.50 AC.
Joe
Sechelski

T-47
20.06 AC.

T-13
T-13.1
172.45 AC.
Eunice Earline
Hooper

T-34, T-34.1

T-29
167.12 AC.
M. R. Jr. & Richard
Wichman

T-5
30 AC.
Paul
Cain

T-33
148.55 AC.
E. C. Kennard

T-65
T-65.1
T-65.2
T-65.5
10.53 AC.
Eugene C. B
Carole
Hambers

T-61
29.67 AC.
Gus Nowak, Jr.

T-57
T-58
112.14 AC.
Wm. H. Hartman

T-56
128.57 AC.
Dr. Bryan Beard

T-28
20 AC.
J. S.
Wichman,
et al

T-28.2
T-28.3
120 AC.
M. R. Wichman, Jr.
Old Road Grade

T-17
79.83 AC.
Carrie Walker
Trustee

T-9.5
62.98 AC.

T-9
65.64 AC.
Mary Lee
Neil Dixon

T-23
130 AC.
Sarah Siddall
Nash

T-62
T-67
T-68

T-74

T-10.7
T-10.8
T-11.3
13.65 AC.

T-11
T-11.5
173 AC.
Adrean Hughey

T-30.5
75.27 AC.
L. P.
Prescott

T-29
174 AC.
Mrs. Dan I.
Floyd

T-30
60 AC.
Luan M.
Burkholder

T-31
22.86 AC.
E. B.

T-64
T-64
38.74 AC.

T-9.5
62.98 AC.

T-9
65.64 AC.

T-23

T-49
T-49.1

T-22
145.95 AC.
J. T. & R. B.
Hall

T-20
T-20.1
360.39 AC.
Jack Neblett

T-22
145.95 AC.

I.
M. L.

10.

MF _____
ITEM 97475
TO Lease
FROM _____
DATE 7-17-96

3
5
2

RATIFICATION OF OIL AND GAS LEASE

STATE OF TEXAS) (
) (
COUNTY OF GRIMES) (
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 17th day of October, 1993, Richard F. Wichman and wife, Ida Jean Wichman, (hereinafter referred to as "Lessor"), executed an Oil, Gas and Mineral Lease in favor of Union Pacific Resources Company, recorded in Volume 731, Page 664, of the Real Property Records of Grimes County, Texas ("Said Lease"), and,

WHEREAS, Said Lease covers the following described land situated in Grimes County, Texas:

197.12 acres of land, more or less, situated in the Francis Holland Survey, A-28, Grimes County, Texas and being the same land described as 167.12 acres and 5.00 acres in Deed recorded in Volume 412, Page 908 of the Deed Records of Grimes County, Texas, and 25.0 acres, described in Deed recorded in Volume 720, Page 75 of the Official Records of Grimes County, Texas; and,

WHEREAS, Said Lease is now owned by Chesapeake Operating, Inc. (hereinafter referred to as "Chesapeake"); and

WHEREAS, it is the desire of the undersigned to ratify, confirm and adopt Said Lease insofar and only insofar as Said Lease covers the following described land ("Said Land")

167.12 acres of land, more or less, situated in the Francis Holland Survey, A-28, Grimes County, Texas, and being the same land more particularly described in that certain Warranty Deed dated January 12, 1981 from M. R. Wichman, Sr. and wife, Della Wichman, to M. R. Wichman, Jr. and Richard Wichman, as recorded in Volume 412, Page 908 of the Real Property Records of Grimes County, Texas.

NOW, THEREFORE, for Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned, does hereby ratify, confirm and adopt Said Lease and all of its terms and provisions, and does hereby lease, grant, demise and let said land unto "Chesapeake", it's successors and assigns, in accordance with all the terms and provisions of Said Lease as fully and completely as if the undersigned had originally been named as a lessor in Said Lease and had executed, acknowledged and delivered the same in her own proper person, including any amendments thereto, and Said Lease and amendments thereto are hereby ratified, adopted and confirmed the same as if incorporated herein. This instrument shall be binding upon and inure to the benefit of the undersigned and "Chesapeake", and their respective heirs, executors, administrators, successors and assigns.

EXECUTED this 8th day of May, 1996.

Lori Diane Wichman Hunter
Lori Diane Wichman Hunter

SS# [REDACTED]

TX 1465814
BS/146/1798

STATE OF TEXAS }{

COUNTY OF GRIMES }{

This instrument was acknowledged before me on this the 8th Day of May, 1996, by Lori Diane Wichman Hunter.

Paul F. Young
Notary Public in and for the State of Texas.

My commission expires:
Notary's printed name:

PAUL F. YOUNG
COMMISSION EXPIRES
MAY 8, 1999



00000143441

pd.
10.00

FILED FOR RECORD AT

96 MAY 28 AM 10 22

David Pasket
DAVID PASKET CO. CLK.
GRIMES COUNTY, TX.
DEPUTY

STATE OF TEXAS COUNTY OF GRIMES
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 real property records of Grimes County, Texas as stamped hereon by me.

MAY 28 1996



David Pasket
COUNTY CLERK, GRIMES COUNTY, TEXAS

11.

MF 97475
ITEM Rehabilitation
TO _____
FROM _____
DATE 5-8-96

5
5
5

STATE OF TEXAS }{

COUNTY OF GRIMES }{

This instrument was acknowledged before me on this the 5th Day of MAY, 1996, by Joyce G. Wichman, a/k/a Genelle Wichman, widow of M. R. Wichman, Jr., deceased.

Paul F. Young

Notary Public in and for the State of Texas.

My commission expires:
Notary's printed name:



PAUL F. YOUNG
MY COMMISSION EXPIRES
May 6, 1999



David Pasket
DAVID PASKET CO. CLK.
GRIMES COUNTY, TX.
DEPUTY

96 MAY 28 AM 10 22

FILED FOR RECORD AT

pd-90

00000143442

STATE OF TEXAS COUNTY OF GRIMES
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 real property records of Grimes County, Texas as stamped hereon by me.

MAY 28 1996



David Pasket
COUNTY CLERK, GRIMES COUNTY, TEXAS

12.

MF 97475
ITEM RATIFICATION
TO _____
FROM _____
DATE 5-8-96



170

201084 TEXAS GENERAL LAND OFFICE

ACCT DATE	VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
09/96	090956	09/12/96	091296C	WICHMAN/ROW FEES ** TOTAL FOR CHECK	2204.71 2204.71 97003717



568161



CHESAPEAKE OPERATING, INC.

LAND DEPARTMENT

P.O. BOX 54525
OKLAHOMA CITY, OKLAHOMA 73154-1525
405/848-8000
405/879-9562 FAX

September 17, 1996

Texas General Land Office
Lease Administration/Energy Resources
1700 N. Congress Ave. Suite 600
Austin, Texas 78701-1495

Attn: Drew Reid, Landman

RE: Wichman #1-H
Oil & Gas Lease No. M-97475
Grimes County, Texas
covering 17.377 acres

Dear Drew:

37003717

Enclosed is a check from Chesapeake Operating, Inc. (No. 085823) in the amount of \$2,204.71. This represents the bonus consideration and sales fee for a two (2) year paid-up lease dated August 6, 1996, 1/6 royalty, covering 17.377 acres in the Wichman #1-H Unit.

Should you have any questions, please fee free to contact me at (405) 848-8000 Ext. 211.

Best regards,



Karan Watson
Assistant Landman

Enc.

13.

MF 97475
ITEM Letter
TO _____
FROM _____
DATE 9/17/96



Unit 2538

DO NOT DESTROY

GLO-36-10-84

-MEMO-

Operator Chesapeake Operating, Inc

Unit Name WICHMAN # 1-H

County Grimes

Effective Date FIRST PRODUCTION

Unitized for: Oil Gas Oil & Gas

1. M.F. No. 97475

Area _____ Tr. _____

Sec. _____ Blk. _____ Survey _____

17.547
 $\frac{864.613}{17.547} \times \frac{1}{6} = .338244$ %
 $.020294 \times .166667 = .0033824$

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:

Keyed 6/12/97

DECLARATION OF POOLED UNIT
WICHMAN OL #1-H

VOL 842 PAGE 461
145853

2538

STATE OF TEXAS
COUNTY OF Grimes

}
}
}

KNOW ALL PERSONS BY THESE PRESENTS:

This Declaration of Pooled Unit is executed to be effective as of July 17, 1996, by the undersigned parties, who are the owners of an interest in the leasehold estates created under those certain Oil, Gas and Mineral Leases (the "Leases") which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, or who are the owners of an interest in the mineral estate in the lands described in the Leases, who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the leases and mineral estates herein described.

M-
97475

RECITALS

WHEREAS, each of the Leases authorizes the lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

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

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. Declaration of Unit. In accordance with the provisions of the Leases, the undersigned do hereby declare, pool, unitize and combine the Leases, including all renewals, extensions, ratifications and amendments thereof, and the lands covered thereby and the mineral estates therein, to the extent necessary to form and create the Unit Area described below.
2. Description of Unit Area. The Unit Area (herein so called) shall consist of 864.613 acres, more or less, being the lands which are more particularly described and depicted on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes, and the unit shall be limited to the interval and depths lying between the top of the Austin Chalk formation and the base of the Lower Cretaceous formation, **INSOFAR AND ONLY INSOFAR** as to oil, gas, and associated and constituent hydrocarbons produced from a well or wells classified as an oil well or a gas well.
3. Unit Name. The pooled unit created hereby shall be known as the "Wichman OL #1-H Unit".
4. Additional Interest: Consent. In the event the undersigned own any leasehold interest or mineral interest other than those specifically described or referred to herein covering the lands inside the Unit Area, including any unleased mineral interest in lands inside the Unit Area, or any interest for which ratification of the

VOL 842 PAGE 462

pooled unit created hereby is necessary, such interest or interests are hereby pooled and combined into said pooled unit as hereby declared without the necessity of specifically enumerating such interests or the specific lands covered by such interests or in which they are held.

5. Right to Amend. The undersigned hereby expressly reserve the right, from time to time, to amend this Declaration of Pooled Unit, and the respective terms and provisions hereof, and to change the size and area of, and interests covered by the pooled unit described herein, including without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit Area; (ii) to include any other formation or formations and any other mineral or minerals therein, thereunder or produced therefrom, all in accordance with the terms and provisions of the Leases; (iii) to include in the pooled unit described herein or in any amendments hereto, oil, gas and mineral leases, or interests in the lands described therein, covering interests in the Unit Area, which are secured or obtained subsequent to the date hereof, or prior to the date hereof and not included and described herein, and (iv) to include in the pooled unit described herein or in any amendments hereto, full or undivided interests in the Unit Area which are not otherwise included herein by the respective owner of such full or undivided interests.
6. Dissolution of Unit. The pooled unit formed hereby may be dissolved by Chesapeake Operating, Inc., acting as the Operator of the pooled unit, at any time by an instrument filed for record in Grimes County, Texas, after any failure to establish unit production or after cessation of operations upon the pooled unit.
7. Multiple Originals. This instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. Further, this instrument may not be ratified, consented to or approved by any party, individual, person or entity except upon the express written consent of all the undersigned parties hereto. This Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, without regard to whether any other party owning an interest in the Leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.
8. General Provisions. This instrument shall bind, inure to the benefit of, and be exercised by heirs, assigns, and successors in interest of all parties. When the context requires, singular nouns and pronouns include the plural.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes as of the date first above written.

STATE OF TEXAS VOL 842 PAGE 464

COUNTY OF HARRIS

This instrument was acknowledged before me on this 15th day of October, 1996 by GARY HAMPTON, Vice President - Exploration of Belco Operating Corp., a Delaware corporation, acting as General Partner of BELCO ENERGY L.P., a Delaware Limited Partnership, on behalf of said Partnership.

Sheri Kelly Horne
Signature

Sheri Kelly Horne
Name (Print)

My commission expires *June 12, 2000*

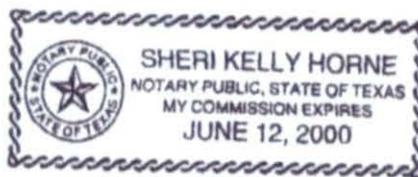


EXHIBIT "A"

VOL 842 PAGE 465

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN DECLARATION OF POOLED UNIT DATED EFFECTIVE AS OF July 17, 1996, INsofar AND ONLY INsofar AS THE LEASES PERTAIN TO THE WICHMAN OIL #1-H.

LEASE NO.: TX1460077-000
 LESSOR: Berryman Cemetery Association, Successor in title to the Second Anderson Baptist Church
 LESSEE: Chesapeake Operating, Inc.
 DATE: January 2, 1996
 RECORDED: Volume 821, Page 760
 DESCRIPTION: 2.031 acres, more or less, out of the Francis Holland Survey, A-28, Grimes County, Texas, as referenced in said lease.

LEASE NO.:
 LESSOR: Ann (Anna) V. Borski and Clint Dobyanski
 LESSEE: Hemus, Inc.
 DATE: August 28, 1996
 RECORDED: Volume 838, Page 697
 DESCRIPTION: 79.83 acres, more or less, out of the Francis Holland Survey, A-28, Grimes County, Texas, as referenced in said lease.

LEASE NO.: TX1460095-000
 LESSOR: Columbus Club Association of Anderson, Texas, Donald Klodzinski, President
 LESSEE: Chesapeake Operating, Inc.
 DATE: January 10, 1996
 RECORDED: Volume 826, Page 240
 DESCRIPTION: .939 acres, more or less, out of the Patrick C. Jack Survey, A-31, Grimes County, Texas, as referenced in said lease.

LEASE NO.: TX1460049-000
 LESSOR: Robert U. Falkenbury and Gertrude Falkenbury, husband and wife
 LESSEE: Union Pacific Resources Company
 DATE: October 19, 1993
 RECORDED: Volume 731, Page 682
 DESCRIPTION: 74.50 acres, more or less, out of the Francis Holland Survey, A-28, Grimes County, Texas, as referenced in said lease.

LEASE NO.: TX1460067-000
 LESSOR: Eunice E. Hooper, herein represented by Jack H. Hooper and Marylene Hooper Clark
 LESSEE: Union Pacific Resources Company
 DATE: January 6, 1994
 RECORDED: Volume 737, Page 683
 DESCRIPTION: 172.66 acres, more or less, out of the Francis Holland Survey, A-28, Grimes County, Texas, as referenced in said lease.

LEASE NO.: TX1460073-000
 LESSOR: Lori Diane Wichman Hunter, a single woman dealing with her sole and separate property
 LESSEE: Union Pacific Resources Company
 DATE: July 11, 1994
 RECORDED: Volume 752, Page 59
 DESCRIPTION: 2.00 acres, more or less, out of the Francis Holland Survey, A-28, Grimes County, Texas, as referenced in said lease.

LEASE NO.: TX1460119-000
 LESSOR: Missouri Pacific Railroad Company
 LESSEE: Chesapeake Operating, Inc.
 DATE: June 15, 1996
 RECORDED: Memorandum Volume 840, Page 230
 DESCRIPTION: 69.57 acres, more or less, out of the Francis Holland Survey, A-28, William Holland Survey, A-30, and James Holland Survey, A-29, Grimes County, Texas, as referenced in said lease.

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LEASE NO.: TX1460047-001
 LESSOR: Judy Wickey Roskosky, a married woman dealing herein with her sole and separate property
 LESSEE: Chesapeake Operating, Inc.
 DATE: July 9, 1996
 RECORDED: Volume 837, Page 123
 DESCRIPTION: 120.00 acres, more or less, out of the Francis Holland Survey, A-28, Grimes County, Texas, as referenced in said lease.

LEASE NO.:
 LESSOR: The State of Texas
 LESSEE: Chesapeake Operating, Inc.
 DATE: August 6, 1996
 RECORDED: Volume , Page
 DESCRIPTION: 17.377 acres, more or less, out of the Francis Holland Survey, A-28, Grimes County, Texas, as referenced in said lease.

LEASE NO.: TX1460047-000
 LESSOR: Joyce G. Wichman, also known as Genelle Wichman, widow of M. R. Wichman, Jr., and Lori Diane Wichman Hunter
 LESSEE: Union Pacific Resources Company
 DATE: October 17, 1993
 RECORDED: Volume 731, Page 676
 DESCRIPTION: 240.00 acres, more or less, out of the Francis Holland Survey, A-28, Grimes County, Texas, as referenced in said lease.

LEASE NO.: TX1460061-000
 LESSOR: M. R. Wichman, Sr., a widower
 LESSEE: Union Pacific Resources Company
 DATE: October 17, 1993
 RECORDED: Volume 734, Page 172 (Amendment Volume 796, Page 352)
 DESCRIPTION: 183.00 acres, more or less, out of the Francis Holland Survey, A-28, and the Patrick C. Jack Survey, A-31, Grimes County, Texas, as referenced in said lease.

LEASE NO.: TX1460044-000
 LESSOR: Richard F. Wichman and wife, Ida Jean Wichman
 LESSEE: Union Pacific Resources Company
 DATE: October 17, 1993
 RECORDED: Volume 731, Page 664
 DESCRIPTION: 197.12 acres, more or less, out of the Francis Holland Survey, A-28, Grimes County, Texas, as referenced in said lease.

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EXHIBIT

"B"

VOL 842 PAGE 468

Description of a 864.613 Acre Unit
WICHMAN No. I-H
in the Patrick C. Jack Survey, A-31, and
the Francis Holland Survey, A-28,
Grimes County, Texas

Being a 864.613 acre unit in the PATRICK C. JACK Survey, A-31, and the FRANCIS HOLLAND Survey, A-28, for the Chesapeake Operating, Inc., WICHMAN No. I-H Well, said 864.613 acre unit being described more particularly as follows:

BEGINNING at a point in County Road No. 447 on the North line of the FRANCIS HOLLAND Survey, A-28, and the South line of the WILLIAM LAUGHLIN Survey, A-36, in the South line of Chesapeake Operating, Inc., BETTY Unit, being the Northwest corner of a called 64 acre tract described as "Second Tract" in deed dated May 27, 1958, from Doris A. McKee, et al, to Robert U. Falkenbury, et ux, recorded in Volume 230, Page 328, Deed Records of Grimes County, Texas (DRGCT), a fence corner cross-tie post bearing S 21°23'57" E 55.46 feet, being also the Northeast corner of Anne Frances Bounds Ross called 92.15 acre tract described in Volume 655, Page 443, DRGCT; further, said point being in the South line of Carrol W. Kennard tract described in Volume 151, Page 192, DRGCT;

THENCE N 67°39'55" E along the North line of said Falkenbury tract and South line of said Kennard tract a distance of 440.65 feet to a point;

THENCE N 68°19'47" E along the Falkenbury and Kennard line a distance of 944.76 feet to a point;

THENCE N 69°19'04" E along Falkenbury and Kennard line a distance of 661.39 feet to a point for the Northeast corner of Falkenbury and the Northwest corner of Eunice E. Hooper called 172.66 acre tract, recorded in Volume 222, Page 544, DRGCT; Volume 221, Page 209, DRGCT; and Volume 220, Page 314, DRGCT;

THENCE N 69°19'04" E along Hooper and Kennard line a distance of 690.08 feet to a point;

THENCE N 64°56'54" E along Hooper and Kennard line a distance of 551.08 feet to a point for the Northeast corner of said Hooper tract and a Northwest corner of M.R. Wichman, Sr., tract, described in Volume 315, Page 251, DRGCT, continuing at a total distance of 621.75 feet to a point for the Southeast corner of said Kennard tract and an "el" or interior corner of said Wichman tract;

THENCE N 21°27'58" W along the East line of said Kennard tract and the West line of said Wichman tract a distance of 1091.30 feet to an angle point;

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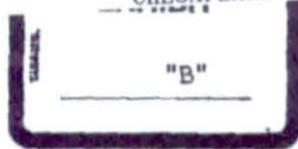
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RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

10/11/96 FRI 17:09 [TX/RX NO 9430]

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THENCE N 25°53'58" W with the West line of said Wichman tract a distance of 263.83 feet to a point for the Northwest corner of said Wichman tract and the Southwest corner of a called 103 acre tract of C.W. Becker, described in Oil, Gas, and Mineral Lease recorded in Volume 739, Page 631, DRGCT;

THENCE N 68°23'47" E along the North line of said Wichman tract as fenced and South line of said Becker tract a distance of 3589.98 feet to a point for corner at the Northeast corner of said Wichman tract, and the Northwest corner of a called 1.877 acre tract described in an Exchange Deed to M.R. Wichman, Sr., recorded in Volume 318, Page 666, DRGCT;

THENCE S 22°20'45" E along the East line of said Wichman tract and the West line of said called 1.877 acre tract a distance of 449.95 feet to a cross-tie fence corner post found for the Southwest corner of said called 1.877 acre tract;

THENCE S 22°20'45" E continuing along the East line of said called 116.3 acre tract a distance of 482.17 feet to a 1/2" iron rod found for corner at the Northeast corner of the Columbus Club Association of Anderson called 0.939 acre tract described in an Exchange Deed from M.R. Wichman, Sr., to the Columbus Club Association of Anderson, recorded in Volume 318, Page 666, DRGCT;

THENCE S 22°20'45" E along the East line of said called 0.939 acre tract a distance of 291.02 feet, intersect the West right-of-way of State Highway No. 90, being the Southeast corner of said called 0.939 acre tract and at a total distance of 301.33 feet to a point in the old right-of-way of said Highway No. 90;

THENCE S 44°46'45" W with the said old Highway No. 90 North right-of-way 1420.87 feet to a point for corner;

THENCE S 22°00'08" E across said Highway No. 90 along the East line of a called 167.12 acre tract, recorded in Volume 412, Page 908, DRGCT, a distance of 4320.88 feet to an iron axle found for corner at fence corner for the Southeast corner of same;

THENCE S 67°53'01" W along the South fence line of said Richard Wichman tract and the adjoining North line of a called 62.128 acre tract of Mary Lee Heil Dixon described in Volume 630, Page 10, DRGCT, a distance of 2426.39 feet to a point for the Southwest corner of said Wichman tract, in the East line of a called 79.83 acre tract described in a deed to David Loud, recorded in Volume 153, Page 204, DRGCT;

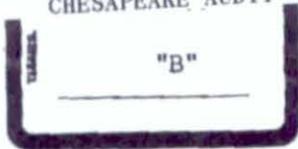
THENCE S 15°56'34" E with the East line of said Loud tract and the West line of said Mary Lee Heil Dixon adjoining tract a distance of 68.31 feet to a 3/8" iron rod found for the Northwest adjoining corner of a called 62.98 acre tract described

wchmfn3--

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RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.



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in a deed from Mary Lee Hell Dixon to C&G Enterprises, Ltd., recorded in Volume 621, page 629, DRGCT;

THENCE S 21°18'41" E with the East line of said Loud tract and the West line of said C&G Enterprises, Ltd. tract a distance of 2229.68 feet to the Southeast corner of said Loud tract, a 3/8" iron rod found for corner;

THENCE S 68°23'43" W with the South line of Loud tract along the South line of said Francis Holland Survey, A-28, a distance of 1253.66 feet to the Southwest corner of said Loud tract and the Southeast corner of the adjoining called 240 acre tract of Joyce G. Wichman and Lori Diane Wichman Hunter, described in Volume 384, Page 224, DRGCT, a 1" x 2" old wooden stake found for corner at fence corner;

THENCE N 20°59'13" W with the West line of said Loud tract and East line of said Wichman tract a distance of 1753.69 feet to a point;

THENCE S 68°27'49" W across said Wichman tract a distance of 2371.14 feet intersect the West line of same in the East line of a called 128.52 acre adjoining tract of Bryan Beard, described in volume 306, page 266, DRGCT;

THENCE N 21°02'15" W with the Wichman and Beard common line a distance of 554.00 feet to an angle corner;

THENCE N 78°00'30" W along the Joyce Wichman et al and Beard common line a distance of 1726.94 feet, a 1/2" iron rod found for corner at fence corner, at a total distance of 1735.96 feet to the old South right-of-way of State Highway No. 90, a point for corner;

THENCE N 44°46'44" E along the North line of said Joyce Wichman et al tract and said old South right-of-way of State Highway No. 90 a distance of 818.38 feet to a point;

THENCE N 25°22'51" W across said highway a distance of 102.0 feet, intersect the old North right-of-way of said highway;

THENCE N 44°40'02" E with Northwest right-of-way of old Highway No. 90 a distance of 2017.61 feet to a point;

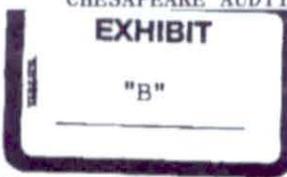
THENCE N 57°08'18" W at 10.14 feet pass the Southwest corner of aforesaid Falkenbury called 8.2 acre "First Tract" described in Volume 230, Page 328, DRGCT, at a total distance of 828.92 feet to a cross-tie fence corner post for the Northwest corner of said called 8.2 acre tract in the center of an old abandoned public road, being the South line of Falkenbury "Third Tract" of 2.3 acres;

wchmfn3--

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RECORDEE'S MEMORANDUM

AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED



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THENCE S 32°16'41" W with said Falkenbury tract along the said abandoned road as fenced a distance of 370.52 feet to a cross-tie fence corner found for a corner of said 2.3 acre tract;

THENCE N 21°23'57" W with the West line of said Falkenbury tract a distance of 2097.41 feet to the place of beginning and containing 864.613 acres.

All bearings are referenced to True North based on Michie Tri-Station Datum.

This description is accompanied by attached Survey Plat and Lessor Table dated October 11, 1996.



Terry Brooks

145853
Chrg
2800

FILED FOR RECORD AT
'96 OCT 15 PM 1 08

DAVID PASKET CO. CLK.
GRIMES CO., TX.
David Pasket

STATE OF TEXAS COUNTY OF GRIMES
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 real property records of Grimes County, Texas as stamped hereon by me.

OCT 15 1996

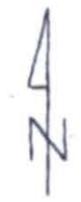
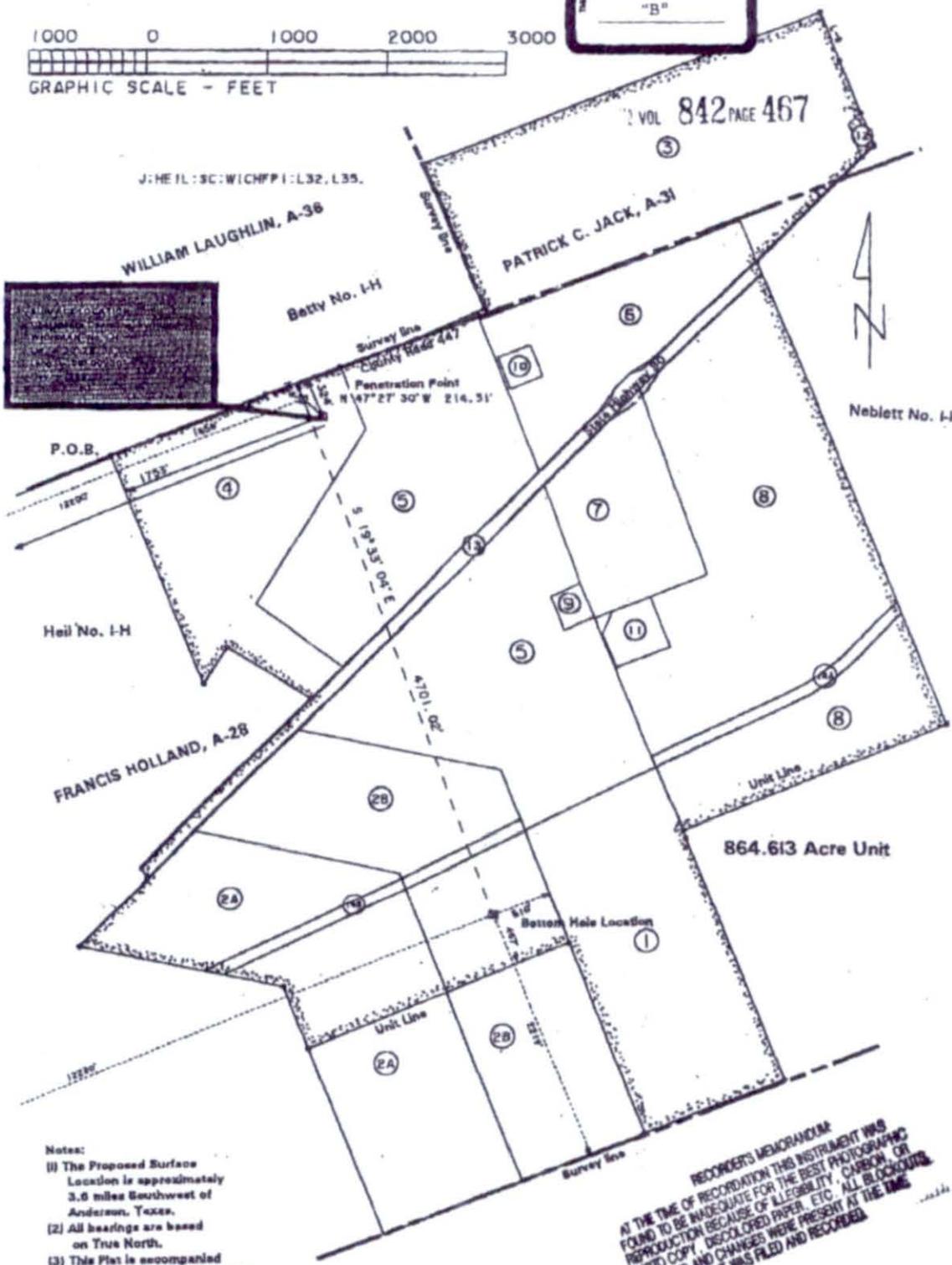
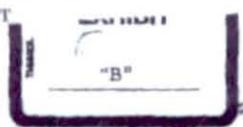
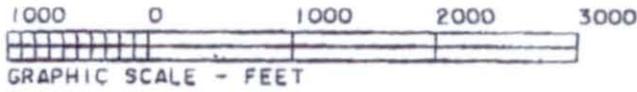


David Pasket
COUNTY CLERK, GRIMES COUNTY, TEXAS

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

wchmnfn3--



- Notes:
- (1) The Proposed Surface Location is approximately 3.6 miles Southwest of Anderson, Texas.
 - (2) All bearings are based on True North.
 - (3) This Plat is accompanied by separate Legal Description and Tract Index.
 - (4) Lease tract acreages are taken from lease documents or are scaled from this Plat.
 - (5) Title Research provided by Chesapeake Operating, Inc.

RECORDERS MEMORANDUM
 AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ALLEGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

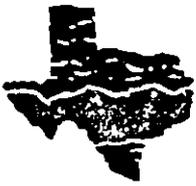
I hereby certify that this is a true and correct plat based on a ground survey made by me.

Terry Brooks
 William Terry Brooks R.P.L.S. No. 1880
 July 8, 1998



CHESAPEAKE OPERATING, INC.	
FINAL PLAT WICHMAN No. I-H PATRICK C. JACK, A-31 FRANCIS HOLLAND, A-28 GRIMES COUNTY, TEXAS	
DATE: Oct. 11, 1998	SCALE: 1" = 1000'
REV.:	

131/2 MF-97475 ..
Declaration of pooled unit
2/28/97



Texas General Land Office
Garry Mauro, Commissioner

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

March 13, 1997

CHESAPEAKE OPERATING INC
ATTN NANCY DeARMAN
P O Box 18496
OKLAHOMA OK 73154-0496

Re: Mineral File No. M-97475 (Your Property no. 341840)
UNIT NO. 2538

Dear Ms. DeArman:

We have received the division orders submitted by your company for the above referenced leases and filed both in our files. Please be sure to reference these mineral files number in all future royalty payments, reports and correspondence concerning the leases.

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

If you should have any questions, please feel free to call me at (512)475-1494.

Sincerely,

Joshua Sanchez
Accounts Examiner
Royalty and Revenue Processing
Energy Resources

js/bh

CHESAPEAKE OPERATING, INC.

6: 3/4/97

DIVISION ORDER DEPARTMENT

P.O. BOX 18496
OKLAHOMA CITY, OK 73154-0496

(405) 848-8000 (Extension 335)
(405) 879-9563 (FAX)

TO ALL INTEREST OWNERS:

Enclosed you will find two copies of our Division Order. Please return one fully executed copy and retain the other copy for your files. If there is a Title Requirement set out beside your name, that requirement is more fully explained on an attachment that is enclosed herein. Do not alter the Division Order in any way unless you submit documentary evidence to support the change. The Exhibit setting out the amount of your interest should remain attached to the Division Order.

SIGNATURES

- Sign **exactly** as shown on the Division Order. If your signature is different, please provide legal documentation authorizing the name change.
- Signatures by Agents, Attorneys-in-Fact, Guardians, or Trustees must be verified by attaching a copy of the **recorded** legal evidence of the rights vested in the signatory party.
- In the event of multiple trustees/executors, all signatures are required unless documentation is provided evidencing authority to sign on behalf of all parties.
- Signatures for companies, corporations or partnerships must be signed by an authorized official with the name and title of the signing party printed beneath the signature.
- All signatures must be witnessed.

TAXPAYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER

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

ADDRESS

- If you wish to receive your checks at an address different than the one listed on the Division Order, please note the change on the Division Order.
- Subsequent address **changes** must be submitted in writing to this department. Provide your owner number, social security number, old address, new address and telephone number.

PAYMENTS

Chesapeake must receive the signed Division Order by the **5th** of the month in order for you to receive payment the following month. If we receive the Division Order after the 5th, it will be held for the next month's accounting cycle.

-KEEP THIS INFORMATION FOR FUTURE REFERENCE-

DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
 P.O. BOX 18496
 OKLAHOMA CITY, OK 73154

PROPERTY NO.: 341840
 PREPARED BY: NANCY DeARMAN
 EFFECTIVE: FIRST PRODUCTION



This agreement is made and entered into on the 29TH day of JANUARY, 1997.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR: CHESAPEAKE OPERATING, INC.

PROPERTY NAME: WICHMAN #1-H

COUNTY/PARISH: GRIMES STATE: TEXAS

LEGAL DESCRIPTION: 864.613 ACRES IN PATRICK C. JACK SVY., A-31
& FRANCES HOLLAND SVY., A-28

IT	OWNER NO.	PROPERTY NO.	PY ST	OWNER NAME	OWNER ADDRESS	NET ACRES IN UNIT	LEASE ROYALTY	UNIT INTEREST	COMMENTS/TITLE REQUIREMENTS
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SEE EXHIBIT ATTACHED TO AND MADE A PART OF THIS DIVISION ORDER

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs and gas produced during the preceding calendar month from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$25.00 may be accrued before disbursement until the total amount equals \$25.00 or more, or until December 31 of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than \$10.00 until production ceases or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed.

In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time.

No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs.

Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor.

Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party.

In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/TAX I.D. NO.	ADDRESS
	COPY FOR YOUR RECORDS		
WORK PHONE NUMBER: ()		HOME PHONE NUMBER: ()	FAX NUMBER: ()

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

EXHIBIT 'F'
ATTACHED TO DIVISION ORDER DATED: 1-29-97
WELL NAME: WICHMAN #1-H
UNIT DESCRIPTION: 864.613 A IN PATRICK C JACK
SVY, A-31 & FRANCES HOLLAND SVY., A-28
COUNTY: GRIMES STATE: TEXAS

IT	OWN NO.	PROP. NUMBER	PY ST	EX CL	OWNER NAME	OWNER ADDRESS	NET ACRES IN UNIT	LEASE ROYALTY	UNIT INTEREST	COMMENT/TITLE REQUIREMENT
2	619211	341840	PA		STATE OF TEXAS M-97475	STEPHEN F AUSTIN BLDG AUSTIN TX 78701	17.54700	0.16666667	0.00338244	
2	618404	341840	SS		MISSOURI PACIFIC RR CO	1614 DODGE ST RM 1100 OMAHA NE 68179	9.46650	0.25000000	0.00273721	

8473

14
M-97475
Division Order
3/14/97

3743



Texas General Land Office
Garry Mauro, Commissioner

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

July 22, 1997

Ms. Marilyn Lynch
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154-0496

Dear Ms. Lynch:

The General Land Office received the following assignment on June 9, 1997, and has filed them in M-97526 and M-97475.

Assignment of Oil and Gas Lease effective date April 18, 1997, from Chesapeake Operating, Inc. to Belco Energy, L.P., recorded in Grimes County, Texas.

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

Sincerely,

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

:bh

ASSIGNMENT OF OIL AND GAS LEASES
GREATER GIDDINGS PROSPECT

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

STATE OF TEXAS)
) SS:
COUNTY OF GRIMES)

WHEREAS, CHESAPEAKE OPERATING, INC. (the "ASSIGNOR"), having a mailing address at Post Office Box 18496, Oklahoma City, Oklahoma 73154, is the owner of the oil and gas leases described in Exhibit "A" attached hereto as a part hereof (the "Leases");

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby bargains, sells, conveys, assigns, and delivers unto BELCO ENERGY L.P., a Delaware limited partnership (the "ASSIGNEE"), having a mailing address 14300 Cornerstone Village Drive, Suite 421, Houston, Texas 77014, undivided forty-five percent (45.00%) interest in the Leases, reference to which is hereby made for all purposes, free and clear of all liens, claims and encumbrances by, through or under the ASSIGNOR, but not otherwise, subject to the overriding royalty interest reserved and retained by the ASSIGNOR as described below. To the extent ASSIGNOR owns less than one hundred percent (100%) interest in any of the Leases, the interest assigned hereunder in such Lease(s) shall be proportionately reduced to the interest owned by ASSIGNOR.

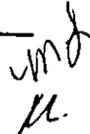
This Assignment is made subject to: (a) that certain Sale and Area of Mutual Interest Agreement dated December 30, 1994, between the ASSIGNOR and the ASSIGNEE; (b) that certain Letter Agreement dated January 4, 1995, by and between Chesapeake Operating, Inc. and Moon Operating, Inc.; and (c) all existing leasehold burdens of record and, by acceptance hereof, the ASSIGNEE hereby assumes and agrees to perform the ASSIGNEE's pro rata portion of such burdens.

ASSIGNOR reserves and retains from this Assignment an overriding royalty interest in each of the Leases equal to the lesser of (i) two and one-half percent (2.5%) or (ii) the positive difference between ASSIGNOR's net revenue interest in the Leases and eighty and one-half percent (80.5%).

The terms and provisions hereof shall extend to and be binding upon the ASSIGNOR and the ASSIGNEE and their respective successors and assigns.

IN WITNESS WHEREOF, this instrument is dated the 18th day of April, 1997, but effective the 14th day of April, 1997.

CHESAPEAKE OPERATING, INC.

By: 
Aubrey K. McClendon, President 

124/143/146
1528/1547/1840/1841

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of April, 1997, personally appeared Aubrey K. McClendon, President of Chesapeake Operating, Inc., to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Martlyn J. Lynch
Notary Public

My Commission expires:

8-20-00



f:\massign\giddings\gld-g20a-partial
February 28, 1997 Submittal

EXHIBIT "A"

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES BETWEEN CHESAPEAKE OPERATING, INC., AS ASSIGNOR, AND BELCO ENERGY L.P., AS ASSIGNEE, DATED APRIL 18, 1997.

LEASE NO: TX1430083-001
LESSOR: Marguerite Hicks Frasher, a widow
LESSEE: Chesapeake Operating, Inc.
DATE: January 9, 1997
RECORDED: 850/227
DESCRIPTION: 482.0 acres, more or less, a part of the Amos Gates Survey, A-218 and the Joseph T. Robinson Survey, A-390, Grimes County, Texas, as referenced in said lease.

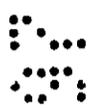
LEASE NO:
LESSOR: State of Texas - Lease No. M-97526
LESSEE: Chesapeake Operating, Inc.
DATE: October 15, 1996
RECORDED: 849/605
DESCRIPTION: 6.083 acres of land, more or less, situated in the Francis Holland Survey, A-28 and the Patrick C. Jack Survey, A-31, Grimes County, Texas, as referenced in said lease.

LEASE NO:
LESSOR: State of Texas - Lease No. 97475
LESSEE: Chesapeake Operating, Inc.
DATE: August 6, 1996
RECORDED: 842/306
DESCRIPTION: 17.377 acres of land, more or less, situated in the Francis Holland Survey, A-28, Grimes County, Texas, as referenced in said lease.

LEASE NO: TX1240002-000
LESSOR: M. D. Neville and William E. Neville
LESSEE: Moon Operating, Inc.
DATE: August 1, 1994
RECORDED: 754/527; Amendment 784/22
DESCRIPTION: 68.1 acres of land, more or less, situated in the Mill McDowell Survey, A-38 and D. B. McMahon League, A-42, Grimes County, Texas, as referenced in said lease. **INSOFAR AND ONLY INSOFAR AS SAID 9.1 ACRES IN THE D. B. McMAHAN SURVEY, A-42, GRIMES COUNTY, TEXAS.**

LEASE NO: TX1240003-000
LESSOR: E. A. Folks
LESSEE: Moon Operating, Inc.
DATE: August 1, 1994
RECORDED: 754/514; Amendment 784/30
DESCRIPTION: 54.0 acres of land, more or less, situated in the Mill McDowell Survey, A-38 and D. B. McMahon League, A-42, Grimes County, Texas, as referenced in said lease. **INSOFAR AND ONLY INSOFAR AS SAID 16.3 ACRES IN THE D. B. McMAHAN SURVEY, A-42, GRIMES COUNTY, TEXAS.**

LEASE NO: TX1240003-002
LESSOR: R. E. Folks
LESSEE: Moon Operating, Inc.
DATE: August 1, 1994
RECORDED: 754/521; Amendment 784/28
DESCRIPTION: 54.0 acres of land, more or less, situated in the Mill McDowell Survey, A-38 and D. B. McMahon League, A-42, Grimes County, Texas, as referenced in said lease. **INSOFAR AND ONLY INSOFAR AS SAID 16.3 ACRES IN THE D. B. McMAHAN SURVEY, A-42, GRIMES COUNTY, TEXAS.**



LEASE NO: TX1240003-001
LESSOR: Mary Steadman
LESSEE: Moon Operating, Inc.
DATE: August 1, 1994
RECORDED: 754/511; Amendment 784/34
DESCRIPTION: 54.0 acres of land, more or less, situated in the Mill McDowell Survey, A-38 and D. B. McMahon League, A-42, Grimes County, Texas, as referenced in said lease. **INSOFAR AND ONLY INSOFAR AS SAID 16.3 ACRES IN THE D. B. McMAHAN SURVEY, A-42, GRIMES COUNTY, TEXAS.**

LEASE NO: TX1240004-000
LESSOR: Shannon Wooderson and wife, Alma Rogers Wooderson
LESSEE: Moon Operating, Inc.
DATE: November 10, 1994
RECORDED: 767/212; Extension 777/586
DESCRIPTION: 150.0 acres, more or less, being a part of the Daniel B. McMahan Survey, A-42, Grimes County, Texas, as referenced in said lease.

LEASE NO:
LESSOR: William W. Lamb and Harvey H. Scott
LESSEE: Charlie Hudson & Associates, Inc.
DATE: February 8, 1994
RECORDED: 738/349
DESCRIPTION: 100.0 acres, more or less, out of the G. Pettuck Survey, A-385, Grimes County, Texas, as referenced in said lease.

140 00000149208

FILED FOR RECORD AT

'97 APR 29 AM 11 26

DAVID PASKET CO. CLK.
GRIMES COUNTY, TX.

BY David S. Schwarder DEPUTY

STATE OF TEXAS COUNTY OF GRIMES
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 real property records of Grimes County, Texas as stamped hereon by me.

APR 29 1997



David Pasket
COUNTY CLERK, GRIMES COUNTY, TEXAS

M-97475 (5)
Assignment
7/29/97

0 3 3 3

CHESAPEAKE OPERATING, INC.

PO. BOX 18496
OKLAHOMA CITY, OKLAHOMA 73154-0496
405/848-8000, EXT. 413
405/879-9535 FAX

LAND DEPARTMENT

MARILYN HOOSER
SENIOR TITLE ANALYST

July 6, 1998

Ms. Laura Leal
Commissioner of the General Land Office
of the State of Texas
Lease Administration/Energy Resources
Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701



Re: Oil and Gas Lease No. M-97475
Recorded in Volume 842, Page 306
Grimes County, Texas

Dear Ms. Leal:



Pursuant to the terms of the lease dated August 6, 1996, with Chesapeake Operating, Inc., this is to notify you that undivided working interests in the lease have been assigned to the following entities:

Chesapeake Operating, Inc.
Post Office Box 18496
Oklahoma City, Oklahoma 73154

Chesapeake Investments, an Oklahoma limited partnership
Post Office Box 18496
Oklahoma City, Oklahoma 73154

TLW Investments Inc.
Post Office Box 54525
Oklahoma City, Oklahoma 73154

Chesapeake Exploration Limited Partnership, an Oklahoma limited
partnership
Post Office Box 18496
Oklahoma City, Oklahoma 73154

Ms. Laura Leal
Commissioner of the General Land Office
July 6, 1998
Page 2

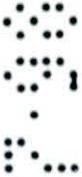
Copies of the recorded Assignments are enclosed for your records, along with our check No. 145181 in the amount of \$50.00, which represents the filing fee for the Assignments.

Sincerely,



Marilyn Hooser

Enclosures



texcom12
Wichman OL #1-H



ASSIGNMENT OF OIL AND GAS LEASES
WITH RESERVATION OF OVERRIDING ROYALTY INTEREST

STATE OF TEXAS)
) KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GRIMES)

For and in consideration of Ten Dollars and no/100 (\$10.00) and Other Valuable Consideration, the receipt and sufficiency of which are hereby acknowledged, BELCO ENERGY L.P., a Delaware limited partnership, whose address is 14300 Cornerstone Village Drive, Suite 421, Houston, Texas 77014, hereinafter referred to as "Assignor", does hereby bargain, sell, convey, assign, and deliver unto CHESAPEAKE OPERATING, INC., an Oklahoma corporation, whose address is Post Office Box 18496, Oklahoma City, Oklahoma 73154, hereinafter referred to as "Assignee", an undivided fifteen (15.00%) interest in and to the oil and gas leases identified on Exhibit "A" (hereinafter "Said Leases") attached hereto and made a part hereof, all oil and gas produced therefrom and all downhole and surface equipment associated therewith.

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Assignor hereby reserves unto itself, its successors and assigns, an overriding royalty interest equal to the lesser of two and three fourths percent (2.75%) or the difference between the existing lease burdens of record and seventy-five and one-half percent (75.50%) of all oil, gas, casinghead gas and other liquid and gaseous hydrocarbons and other minerals produced, saved and marketed from the land covered and affected by the Said Leases herein assigned. If the existing lease burdens of record is seventy-five and one-half percent (75.50%) or less, the Assignor will not retain an overriding royalty interest. Such overriding royalty interest shall be proportionately reduced to the interest herein assigned to Assignee and if any of Said Leases cover less than the full mineral interest in all or any part of the land covered by Said Leases, then such overriding royalty interest shall be proportionately reduced, and shall also be subject to and bear its proportionate part of all severance, production or other taxes which are now or may hereafter be or become applicable thereto.

This Assignment is made subject to (a) that certain Sale and Area of Mutual Interest Agreement dated December 30, 1994; by and between Chesapeake Operating, Inc. and Belco Oil & Gas Corp.; and (b) all existing leasehold burdens of record and, by acceptance hereof, the Assignee hereby assumes and agrees to perform the Assignee's pro rata portion of such burdens.

The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of the Assignor and the Assignee, and their respective successors and assigns.

IN WITNESS WHEREOF, this instrument is dated the 6th day of March, 1998, but is effective from the date of first production from Chesapeake Operating, Inc. - Wichman OL #1-H well.

Record & Return To.
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

BELCO ENERGY L.P.
BY: Belco Operating Corp.,
its General Partner

BY: 

M. Bradford Moody
Vice President - Legal and Land

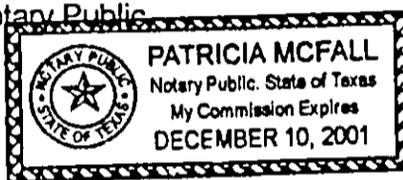
STATE OF TEXAS)
) SS:
COUNTY OF HARRIS)

VOL 886 PAGE 331

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 09th day of March, 1998, personally appeared M. Bradford Moody, Vice President - Legal and Land of Belco Operating Corp., a Delaware corporation, acting as General Partner of Belco Energy L. P., a Delaware limited partnership, and on behalf of said partnership, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Patricia McFall
Notary Public



My Commission expires:

f:\n\assign\well\wichman1

VOL 886 PAGE 332 EXHIBIT "A"

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES BETWEEN BELCO ENERGY L.P., AS ASSIGNOR, AND CHESAPEAKE OPERATING, INC., AS ASSIGNEE, DATED FEBRUARY 6, 1998.
March

LEASE NO: TX1460120-000
LESSOR: The State of Texas - Lease No. M-97475
LESSEE: Chesapeake Operating, Inc.
DATE: August 6, 1996
RECORDED: 842/306
DESCRIPTION: 17.377 acres, more or less, out of the Francis Holland Survey, A-28, Grimes County, Texas, as referenced in said lease.

INSOFAR AND ONLY INSOFAR AS SAID LEASES COVER LANDS CONTAINED WITHIN THE SURFACE BOUNDARIES OF THE 864.613 ACRE WICHMAN OL #1-H UNIT, AS MORE FULLY DESCRIBED IN THAT CERTAIN DECLARATION OF POOLED UNIT RECORDED IN VOLUME 842, PAGE 461 OF THE GRIMES COUNTY RECORDS.



David S. Schneider
RY
DEPUTY CLERK

DAVID PASKET CO. CLK.
GRIMES COUNTY, TX.

98 APR 6 AM 10 21

FILED FOR RECORD AT

1200

00000154828

STATE OF TEXAS COUNTY OF GRIMES
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 real property records of Grimes County, Texas as stamped hereon by me.

APR 6 1998



David Pasket
COUNTY CLERK, GRIMES COUNTY, TEXAS

RECORDER'S MEMORANDUM:
AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

ASSIGNMENT OF WORKING INTEREST
WITHOUT WARRANTY

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

STATE OF TEXAS)
) KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GRIMES)

WHEREAS, **CHESAPEAKE OPERATING, INC.**, whose address is Post Office Box 18496, Oklahoma City, Oklahoma 73154 (hereinafter referred to as "Chesapeake") owns all or an undivided portion of the leasehold working interest as reflected in the records of Grimes County, Texas (hereinafter referred to as the "Chesapeake Working Interest") in and to those certain Oil, Gas and Mineral Leases described in Exhibit "A" attached hereto (hereinafter referred to as the "Subject Leases") insofar and only insofar as they cover lands within the geographical boundaries of the Chesapeake Operating, Inc. - Wichman OL #1-H Unit located in Grimes County, Texas, more particularly described in Declaration of Pooled Unit recorded in Volume 842, Page 461 of the records of Grimes County, Texas (hereinafter referred to as the "Subject Unit"); and

WHEREAS, Chesapeake has agreed to assign certain fixed leasehold working interests on a full interest basis within the Subject Unit (hereinafter referred to as the "Unit Working Interest") to certain individuals and/or entities hereinafter named ("Assignees").

NOW, THEREFORE, for and in consideration of the premises and One Hundred Dollars (\$100.00) cash in hand paid and other valuable consideration, the receipt and sufficiency of which is expressly hereby acknowledged, Chesapeake does hereby BARGAIN, SELL, CONVEY, ASSIGN and DELIVER unto the following parties (hereinafter referred to collectively as "Assignees") the following undivided percentage of the Unit Working Interest in the Subject Unit, to be deducted from, borne by, and taken from the Chesapeake Working Interest, to-wit:

<u>Assignees</u>	<u>Percentage of Unit Working Interest Assigned</u>
Chesapeake Investments, an Oklahoma limited partnership Post Office Box 18496 Oklahoma City, Oklahoma 73154	1.000000 %
TLW Investments Inc. Post Office Box 54525 Oklahoma City, Oklahoma 73154	1.000000 %
Chesapeake Exploration Limited Partnership, an Oklahoma limited partnership Post Office Box 18496 Oklahoma City, Oklahoma 73154	67.064467 %

In the event that title to all or any portion of the Chesapeake Working Interest shall fail, then and in such event, the percentages of the Unit Working Interest assigned herein shall be reduced in the proportion which the failed portion of the Chesapeake Working Interest bears to the entire Chesapeake Working Interest.

This Assignment is made subject to (a) that certain Letter Agreement dated September 13, 1996, by and between Hemus, Inc. and Chesapeake Operating, Inc.; and (b) all existing leasehold burdens of record.

Chesapeake delivers to Assignees the above described working interest at the same net revenue interest owned by Chesapeake, proportionately reduced to the interest assigned. The interest assigned shall bear a proportionate share of all delay rentals,

EXHIBIT "A"

VOL 886 PAGE 335

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF WORKING INTEREST WITHOUT WARRANTY BETWEEN CHESAPEAKE OPERATING, INC., AS ASSIGNOR, AND CHESAPEAKE INVESTMENTS, TLW INVESTMENTS INC. AND CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP, AS ASSIGNEES, DATED MARCH 17, 1998.

LEASE NO: TX1460077-000
 LESSOR: Berryman Cemetery Association, Successor in title to the Second Anderson Baptist Church
 LESSEE: Chesapeake Operating, Inc.
 DATE: January 2, 1996
 RECORDED: 821/760
 DESCRIPTION: 2.031 acres, more or less, out of the Francis Holland Survey, A-28, Grimes County, Texas, as referenced in said lease.

LEASE NO: TX1460121-001
 LESSOR: Ann (Anna) V. Borski and Clint Dobyanski
 LESSEE: Hemus, Inc.
 DATE: August 28, 1996
 RECORDED: 838/697
 DESCRIPTION: 79.83 acres, more or less, out of the Francis Holland Survey, A-28, Grimes County, Texas, as referenced in said lease.

LEASE NO: TX1460095-000
 LESSOR: Columbus Club Association of Anderson, Texas, Donald Klodzinski, President
 LESSEE: Chesapeake Operating, Inc.
 DATE: January 10, 1996
 RECORDED: 826/240
 DESCRIPTION: 0.939 acres, more or less, out of the Patrick C. Jack Survey, A-31, Grimes County, Texas, as referenced in said lease.

LEASE NO: TX1460049-000
 LESSOR: Robert U. Falkenbury and Gertrude Falkenbury, husband and wife
 LESSEE: Union Pacific Resources Company
 DATE: October 19, 1993
 RECORDED: 731/682
 DESCRIPTION: 74.50 acres, more or less, out of the Francis Holland Survey, A-28, Grimes County, Texas, as referenced in said lease.

LEASE NO: TX1460067-000
 LESSOR: Eunice E. Hooper, herein represented by Jack H. Hooper and Marylene Hooper Clark
 LESSEE: Union Pacific Resources Company
 DATE: January 6, 1994
 RECORDED: 737/683
 DESCRIPTION: 172.66 acres, more or less, out of the Francis Holland Survey, A-28, Grimes County, Texas, as referenced in said lease.

LEASE NO: TX1460073-000
 LESSOR: Lori Diane Wichman Hunter, a single woman dealing with her sole and separate property
 LESSEE: Union Pacific Resources Company
 DATE: July 11, 1994
 RECORDED: 752/59
 DESCRIPTION: 2.00 acres, more or less, out of the Francis Holland Survey, A-28, Grimes County, Texas, as referenced in said lease.

LEASE NO: TX1460047-001
 LESSOR: Judy Wickey Roskosky, a married woman dealing herein with her sole and separate property
 LESSEE: Chesapeake Operating, Inc.
 DATE: July 9, 1996
 RECORDED: 837/123
 DESCRIPTION: 120.00 acres, more or less, out of the Francis Holland Survey, A-28, Grimes County, Texas, as referenced in said lease.

LEASE NO: TX1460120-000
 LESSOR: The State of Texas - Lease No. M-97475
 LESSEE: Chesapeake Operating, Inc.
 DATE: August 6, 1996
 RECORDED: 842/306
 DESCRIPTION: 17.377 acres, more or less, out of the Francis Holland Survey, A-28, Grimes County, Texas, as referenced in said lease.

LEASE NO: TX1460047-000
 LESSOR: Joyce G. Wichman, also known as Genelle Wichman, widow of M. R. Wichman, Jr., and Lori Diane Wichman Hunter
 LESSEE: Union Pacific Resources Company
 DATE: October 17, 1993
 RECORDED: 731/676
 DESCRIPTION: 240.00 acres, more or less, out of the Francis Holland Survey, A-28, Grimes County, Texas, as referenced in said lease.

LEASE NO: TX1460061-000
 LESSOR: M. R. Wichman, Sr., a widower
 LESSEE: Union Pacific Resources Company
 DATE: October 17, 1993
 RECORDED: 734/172; Amendment 796/352
 DESCRIPTION: 183.00 acres, more or less, out of the Francis Holland Survey, A-28, and the Patrick C. Jack Survey, A-31, Grimes County, Texas, as referenced in said lease.

LEASE NO: TX1460044-000
 LESSOR: Richard F. Wichman and wife, Ida Jean Wichman
 LESSEE: Union Pacific Resources Company
 DATE: October 17, 1993
 RECORDED: 731/664
 DESCRIPTION: 197.12 acres, more or less, out of the Francis Holland Survey, A-28, Grimes County, Texas, as referenced in said lease.

FILED FOR RECORD AT
 SEP 6 AM 10 21
 DAVID PASKET CO. CLK.
 GRIMES COUNTY, TX.
 STATE OF TEXAS COUNTY OF GRIMES
 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 real property records of Grimes County, Texas as stamped hereon by me.

30000154829

APR 6 1998



David Pasket
 COUNTY CLERK GRIMES COUNTY, TEXAS

M-97475 (16)

Assignment

7-6-98

234



October 2, 1998

Ms. Marilyn Hooser
Chesapeake Operating Inc.
P.O. Box 18496
Oklahoma City, OK 73154-0496

Dear Ms. Hooser:

The General Land Office received the following instruments on July 7, 1998, and has filed them in M-96650, M-97475, M-97526, M-97871, and M-98489.

Assignment of Oil and Gas Lease effective from first date of production from Chesapeake Operating Inc. Neblett #1-H well. By and between Belco Energy to LP Chesapeake Operating Inc. and. recorded in Grimes County, Texas

Assignment of Oil and Gas Lease effective from first date of production from Chesapeake Operating Inc. Seeker #1-RE well. By and between Chesapeake Operating Inc., to Belco Energy LP and. recorded in Washington County, Texas

Assignment of Oil and Gas Lease effective from first date of production from Chesapeake Operating Inc. Blackwell #1-H well. By and between Chesapeake Operating Inc., to Chesapeake Investments, TLW Investments Inc., Chesapeake Exploration Ltd. Partnership, recorded in Karnes and Dewitt County, Texas

Assignment of Oil and Gas Lease effective from first date of production from Chesapeake Operating Inc. Roans Prairie #1-H well. By and between Chesapeake Operating Inc., to Chesapeake Investments, TLW Investments Inc., Chesapeake Exploration Ltd. Partnership, and. recorded in Grimes County, Texas

\$150.00 was received concerning the aforementioned leases. If you have any questions, please feel free to call me at (512) 475-1540.

Sincerely,

Laura Leal
Royalty Management
Energy Resources

M-97475 ②
Ltr
10.2.98

UNITED STATES POSTAL SERVICE

OKLAHOMA CITY



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

14 SEP 2006 PM

- Sender: Please print your name, address, and ZIP+4 in this box •

TEXAS GENERAL LAND OFFICE
P O BOX 12873
AUSTIN TX 78711-2873
03111 SHIRLEY CHOU

RECEIVED

SEP 18 2006

GENERAL LAND OFFICE

RECEIVED
06 SEP 18 AM

8009



97475

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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:

Chesapeake operating inc
 P O BOX 18496
 Oklahoma city OK 73154-0496

2. Article Number

(Transfer from service label)

7000 0520 0024 5633 3525

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Andy Straley

 Agent Addressee

B. Received by (Printed Name)

Andy Straley

C. Date of Delivery

D. Is delivery address different from item 1?

 Yes

If YES, enter delivery address below:

 No

3. Service Type

 Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

September 12, 2006

CERTIFIED MAIL 70000520002456333525

CHESAPEAKE OPERATING INC
PO BOX 18496 ATTN MANDI PHILLIPS
OKLAHOMA CITY, OK 73154-0496

RE: Notice of non-payment on State Lease MF097475

Dear Ms. Phillips:

The Royalty Audit Division of the Texas General Land Office has completed a lease reconciliation of the above-referenced lease operated by CHESAPEAKE OPERATING INC. Through this review, it was determined that \$665.64 has been underpaid to the State for the reporting period February 2005 through March 2005. This amount is comprised of \$530.56 in additional royalty, \$53.05 in penalty, and \$82.03 in interest, computed through 10/11/2006, in accordance with Section 52.131 of the Texas Natural Resources Code.

The following documents are attached in support of our findings:

A brief summary of our review (Attachment I);

Schedule supporting our royalty, penalty, and interest calculation (Attachment II); and

Procedures used for assessment of penalties and interest (Attachment III).

To ensure your company remains in good standing with the General Land Office, please respond to this notice within 30 days of the above date. If your records reflect this royalty has been paid, please provide us with documentation of payments made and remittance dates. Payment of this notice should be submitted separately from monthly royalty payments you may be remitting. In order to ensure proper credit, your payment should be mailed to my attention along with a copy of this letter.

If you have any questions, please call Shirley Chou at (512) 463-5408.

Sincerely,

Joe A King
Team Leader-Royalty Reporting
Royalty Management
Energy Resources

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

ATTACHMENT I
REVIEW SUMMARY

State Lease: MF097475,

As a result of this review, it was determined that the gas royalties were under paid on Wichman for 2/2005 and 3/2005.

We have concluded that additional royalty is due in the following amount.

Oil Summary

Royalty	Penalty	Interest	Total
\$0.00	\$0.00	\$0.00	\$0.00

Gas Summary

Royalty	Penalty	Interest	Total
\$530.56	\$53.05	\$82.03	\$665.64

Oil & Gas Summary

Royalty	Penalty	Interest	Total
\$530.56	\$53.05	\$82.03	\$665.64

ATTACHMENT II

AUDITOR: S CHOU
 FILE NAME: 097475
 DATE: 9/12/06

CHESAPEAKE OPERATING INC
 STATE LEASE M-097475
 FIELD NAME: GIDDINGS (AUSTIN CHALK GAS)
 LEASE NAME: WICHMAN
 GRIMES COUNTY, TEXAS
 RRC GAS WELL 03-161959
 STATE'S ROYALTY DECIMAL .166667
 TRACT PARTICIPTION -.020294

PENALTY/
 INTEREST DATE:

10/11/06

(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11)

MONTH/ YEAR	RRC VOLUME (A)	TRACT PARTIPATION 0.02029400	PRICE (B)	BTU (B)	GROSS VALUE (1) X (2) X (3)	ROYALTY DUE (4) X (.166667)	ROYALTY PAID	ADDITIONAL ROYALTY DUE	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (7)+(9)+(10)
Feb-05	13,914	282	5.740000	1.000000	1,620.81	270.14	0.00	270.14	544	27.01	43.07	340.22
Mar-05	12,875	261	5.980000	1.000000	1,562.49	260.42	0.00	260.42	514	26.04	38.96	325.42
	26,789	544			3,183.30	530.56	0.00	530.56		53.05	82.03	665.64

COMMENTS:

(A) RRC VOLUME - REPRESENTS GAS DISPOSITIONS FROM RRC WELL ID# 03-161959.

(B) PRICE/BTU - THERE WERE GLO-2 PRODUCTION REPORTS FOR 2/2005 AND 3/2005, BUT THE PRICE, BTU AND ROYALTY DUE WERE ZERO, THE PRICE WERE OBTAINED FROM THE HOUSTON SHIP CHANNEL PRICE LIST.

(C) SEE ATTACHMENT III, "SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES", FOR EXPLANATION OF PENALTY AND INTEREST CALCULATION.

ATTACHMENT III

**SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES
FOR DELINQUENT ROYALTIES AND DELINQUENT
REQUIRED REPORTS OR DOCUMENTS**

	DUE BEFORE 10-1-75 (Production Prior to 8-1-75)	DUE AFTER 10-1-75 AND BEFORE 9-1-85 (Production 8-1-75 thru 6-30-85)	DUE AFTER 9-1-85 (Production 7-1-85 forward)
<u>PENALTY (3)</u>			
• For delinquent royalty	NONE	The greater of 1% of the delinquent amount or \$5.00 for each 30-day delinquency	For delinquencies of 30 days or less, the greater of 5% of the delinquent amount or \$25.00
• For delinquent report, affidavit, or other document	NONE	\$5.00 per document for each 30-day period of delinquency	For delinquencies of more than 30 days, the greater of 10% of the delinquent amount or \$25.00 \$10.00 per document for each 30-day period of delinquency
<u>INTEREST</u>			
• For delinquent royalty	6% per year, simple interest; accrual begins 30 days after due date (1)	6% per year, simple interest; accrual begins 30 days after due date (1)	12% per year, simple; accrual begins 60 days after due date (2)

(1) Tex. Rev. Civ. Stat. Ann., Article 5069-1.03 and related case law.

(2) Tex. Nat. Res. Code Ann. § 52.131 (g).

(3) Penalties are not assessed in cases of title dispute as to the state's portion of the royalty or to royalty in dispute as to fair market value except when fraud is involved, in which case the fraud penalty is applicable. Penalty provisions are found at Tex. Nat. Res. Code Ann. § 52.131 (e), (f), & (h).

A royalty payment that is not accompanied by the required royalty affidavit identifying the GLO lease number is delinquent.

The State's power to forfeit a lease shall not be affected by the assessment or payment of any delinquency, penalty, or interest.

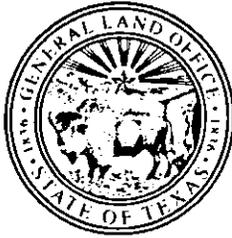
18

File No. 097475
billing letter

Date Filed: 9-12-06
Jerry E. Patterson, Commissioner

By SC

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

July 31, 2007

Carol Terrett
EnerVest Management Partners, Ltd.
1001 Fannin Street, Suite 800.
Houston, TX 77002-6707

RE: GLO Assignment ID # 6031

Dear Ms Terrett,

The General Land Office received the following instrument(s) and has filed them in the appropriate files. Please see attached "Exhibit A" for reference.

Assignment and Bill of Sale executed June 27, 2007 from Anadarko E&P Co & Kerr McGee Oil & Gas Onshore LP to EnerVest Energy Institutional Fund X-A, L.P., etal.

Filing fees of \$25.00 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
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"

<i>GLO ID</i>	<i>County</i>	<i>Lease</i>
6031	Washington	MF-097475

Tuesday, July 31, 2007



ENERVEST

July 19, 2007

STATE OF TEXAS M-97475
GENERAL LAND OFFICE
PO BOX 12873
AUSTIN, TEXAS 78711-2873

Re: Notice of Assignment
Washington County, Texas

Dear Addressee:

In accordance with the provisions of the oil, gas and mineral lease described below, we are notifying you of an assignment of such lease from Anadarko E&P Company LP and Kerr-McGee Oil & Gas Onshore LP, collectively as Grantor, to EnerVest Energy Institutional Fund X-A, L.P., EnerVest Energy Institutional Fund X-WI, L.P., EnerVest Energy Institutional Fund XI-A, L.P., EnerVest Energy Institutional Fund XI-WI, L.P., and EV Properties, L.P., collectively as Grantee.

<u>Lessor</u>	<u>Lease Date</u>	<u>Lease No.</u>
STATE OF TEXAS M-97475	8/6/1996	TX50254.000

Enclosed for your file and information is a copy of the recorded Assignment and Bill of Sale executed June 27, 2007, but effective April 1, 2007, along with a portion of Exhibit A describing the above Lease.

EnerVest Management Partners, Ltd. is the General Partner of the Grantee. If you have any questions or concerns, please do not hesitate to contact me at 713-495-5316.

Very truly yours,

EnerVest Management Partners, Ltd.

Carol Terrett
Senior Lease Analyst

enclosure

Handwritten notes:
27 July 2007
Carol Terrett

ENERVEST MANAGEMENT PARTNERS, LTD.

1001 FANNIN STREET, SUITE 800 • HOUSTON, TEXAS 77002-6707 • 713.659.3500 • FAX 713.659.3556



ASSIGNMENT AND BILL OF SALE

3860

This Assignment and Bill of Sale (this "Conveyance") from **Anadarko E&P Company LP**, a Delaware limited partnership, and **Kerr-McGee Oil & Gas Onshore LP**, a Delaware limited partnership, each having an address of 1201 Lake Robbins Drive, The Woodlands, Texas 77380 (hereafter collectively called "Grantor"), to **EnerVest Energy Institutional Fund X-A, L.P.**, a Delaware limited partnership, **EnerVest Energy Institutional Fund X-WI, L.P.**, a Delaware limited partnership, **EnerVest Energy Institutional Fund XI-A, L.P.**, a Delaware limited partnership, **EnerVest Energy Institutional Fund XI-WI, L.P.**, a Delaware limited partnership, **EnerVest Wachovia Co-Investment Partnership, L.P.**, a Delaware limited partnership, and **EV Properties, L.P.**, a Delaware limited partnership, each having an address of 1001 Fannin, Suite 800, Houston, Texas 77002 (hereafter collectively called "Grantee"), is executed this 27th day of June, 2007, but effective as of 7:00 a.m., local time, where the Assets are located, on the 1st day of April, 2007 ("Effective Time").

Reference is made to the Purchase and Sale Agreement more particularly described in **Section 4.2** of this Conveyance. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase and Sale Agreement.

ARTICLE 1
Conveyance of Oil and Gas Interests

Section 1.1. Conveyance: Grantor, for good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, and conveys unto each Grantee, in the respective undivided interests set forth on **Schedule 1.1** attached hereto (each Grantee's undivided interest in the Assets called such Grantee's "Grantee Share"), all of Grantor's right, title, interest and estate, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, in and to the following, excepting the Excluded Assets (collectively the "Assets"):

(a) All of the oil and gas leases; subleases and other leaseholds; carried interests; farmout rights; options; and other properties and interests described on **Exhibit A** attached hereto, subject to such depth limitations and other restrictions as may be set forth on **Exhibit A** (collectively, the "Leases"), together with each and every kind and character of right, title, claim, and interest that Grantor has in and to the Leases or the lands currently pooled, unitized, communitized or consolidated therewith (the "Lands");

(b) All oil, gas, water or injection wells located on the Lands, whether producing, shut-in, or temporarily abandoned, including the interests in the wells shown on **Exhibit A-1** attached hereto (the "Wells");

(c) All leasehold interest of Grantor in or to any currently existing pools or units which include any Lands or all or a part of any Leases or include any Wells, including those pools or units shown on **Exhibit A-1** (the "Units"; the Units, together with the Leases, Lands and Wells, being hereinafter referred to as the "Properties"), and including all leasehold interest of Grantor in production of Hydrocarbons from any such Unit, whether such Unit production of Hydrocarbons comes from Wells located on or off of a Lease, and all tenements, hereditaments and appurtenances belonging to the Leases and Units;

(d) All contracts, agreements and instruments by which the Properties are bound, or that relate to or are otherwise applicable to the Properties, only to the extent applicable to the Properties rather than Grantor's other properties, including but not limited to, operating

agreements, unitization, pooling and communitization agreements, declarations and orders, joint venture agreements, farmin and farmout agreements, exploration agreements, participation agreements, exchange agreements, transportation or gathering agreements, agreements for the sale and purchase of oil, gas, casinghead gas or processing agreements to the extent applicable to the Properties or the production of Hydrocarbons produced in association therewith from the Properties, including those identified on **Schedule 1.2(d)** to the Purchase and Sale Agreement (hereinafter collectively referred to as "Contracts"), but excluding any contracts, agreements and instruments to the extent transfer is restricted by third-party agreement or applicable Law and the necessary consents to transfer are not obtained pursuant to **Section 7.8** to the Purchase and Sale Agreement and provided that "Contracts" shall not include the instruments constituting the Leases;

(e) All easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights ("Surface Contracts") appurtenant to, and used or held for use primarily in connection with the Properties (including those identified on **Exhibit B** attached hereto), but excluding any permits and other rights to the extent transfer is restricted by third-party agreement or applicable Law and the necessary consents to transfer are not obtained pursuant to **Section 7.8** to the Purchase and Sale Agreement;

(f) All equipment, machinery, fixtures and other tangible personal property and improvements located on the Properties or used or held for use primarily in connection with the operation of the Properties, including those identified on **Exhibit A-2** to the Purchase and Sale Agreement ("Equipment");

(g) All flow lines, pipelines, gathering systems and appurtenances thereto located on the Properties or used, or held for use, primarily in connection with the operation of the Properties, including those identified on **Schedule 1.2(g)** to the Purchase and Sale Agreement ("Pipelines");

(h) All Hydrocarbons produced from or attributable to the Leases, Lands, and Wells from and after the Effective Time, together with Imbalances associated with the Properties;

(i) All lease files; land files; well files; gas and oil sales contract files; gas processing files; division order files; abstracts; title opinions; land surveys; non-confidential logs; maps; engineering data and reports; and other books, records, data, files, and accounting records, in each case to the extent related primarily to the Assets, or used or held for use primarily in connection with the maintenance or operation thereof, but excluding (i) any books, records, data, files, maps and accounting records to the extent disclosure or transfer is restricted by third-party agreement or applicable Law and the necessary consents to transfer are not obtained pursuant to **Section 7.8** to the Purchase and Sale Agreement, (ii) attorney-client privileged communications and work product of Grantor's legal counsel (other than title opinions), (iii) reserve studies and evaluations, and (iv) records relating to the negotiation and consummation of the sale of the Assets (subject to such exclusions, the "Records"); and

(j) Any solely-owned proprietary seismic data related to the Properties and, to the extent disclosure or transfer is not restricted by third-party agreement or applicable Law, any jointly-owned proprietary seismic data related to the Properties (provided, Grantee shall assume, discharge and be liable for any obligation owed by Grantor under the terms of the agreement covering such jointly-owned seismic data in connection with the transfer thereof).

Section 1.2. Excluded Assets: Excepting and reserving to Grantor the following:

(a) all corporate, financial, income and franchise tax and legal records of Grantor that relate to Grantor's business generally (whether or not relating to the Assets), and all books, records and files that relate to the Excluded Assets and those records retained by Grantor pursuant to Section 1.1(i) above and copies of any other Records retained by Grantor pursuant to Section 1.5 to the Purchase and Sale Agreement;

(b) all non-proprietary geological and geophysical data (including all non-proprietary seismic data, including reprocessed data) and, to the extent not expressly included in Section 1.1(i) above, all logs, interpretive data, technical evaluations, technical outputs, reserve estimates and economic estimates;

(c) all rights to any refund of Taxes or other costs or expenses borne by Grantor or Grantor's predecessors in interest and title attributable to periods prior to the Effective Time;

(d) Grantor's area-wide bonds, permits and licenses or other permits, licenses or authorizations used in the conduct of Grantor's business generally;

(e) those items listed in Exhibit C attached hereto;

(f) all trade credits, account receivables, note receivables, take-or-pay amounts receivable, and other receivables attributable to the Assets with respect to any period of time prior to the Effective Time;

(g) all right, title and interest of Grantor in and to vehicles or vessels used in connection with the Assets;

(h) all rights, titles, claims and interests of Grantor or any Affiliate of Grantor (i) to or under any policy or agreement of insurance or any insurance proceeds; except to the extent provided in Section 3.5 to the Purchase and Sale Agreement, and (ii) to or under any bond or bond proceeds;

(i) any patent, patent application, logo, service mark, copyright, trade name or trademark of or associated with Grantor or any Affiliate of Grantor or any business of Grantor or of any Affiliate of Grantor; and

(j) a nonexclusive right to freely use any seismic data, logs, maps, engineering data and reports, reserve studies and evaluations, and other data and information being transferred as a part of the Assets; provided, however, that Grantor shall not assign its right hereunder to any third party.

TO HAVE AND TO HOLD the Assets unto Grantee, its successors and assigns, forever, subject, however, to the terms and conditions of this Conveyance.

ARTICLE 2
Limited Warranty and Disclaimers

Special Limited Warranty: As of the Effective Time, Grantor warrants to Grantee that it has Defensible Title to the Units and Wells shown on Exhibit A-1 against all persons claiming

or to claim the same or any part thereof by, through or under Grantor or its Affiliates, but not otherwise, subject to the Permitted Encumbrances.

Grantor makes no, and expressly disclaims any, other warranty of title to the Assets. Grantor hereby assigns to Grantee all rights, claims, and causes of action on title warranties given or made by Grantor's predecessors (other than Affiliates of Grantor), to the extent Grantor may legally transfer such rights.

Grantee shall not be entitled to protection under the special limited warranty of title provided herein against any Title Defect reported by Grantee under Article 3 to the Purchase and Sale Agreement and/or any Title Defect disclosed or known by Grantee prior to the Title Claim Date.

EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN ARTICLE 5 TO THE PURCHASE AND SALE AGREEMENT, CONFIRMED IN THE CERTIFICATE OF GRANTOR DELIVERED PURSUANT TO SECTION 9.2(c) THERETO, OR IN THIS CONVEYANCE, (I) GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) GRANTOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO GRANTEE OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING, WITHOUT LIMITATION, ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO GRANTEE BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF GRANTOR OR ANY OF ITS AFFILIATES).

EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE 5 TO THE PURCHASE AND SALE AGREEMENT, CONFIRMED IN THE CERTIFICATE OF GRANTOR DELIVERED PURSUANT TO SECTION 9.2(c) THERETO, OR IN THIS CONVEYANCE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF PETROLEUM SUBSTANCES IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (V) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY THIRD PARTIES, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO GRANTEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE PURCHASE AND SALE AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, AND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY EQUIPMENT, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT GRANTEE SHALL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND

STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS AND THAT GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE, OR (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT.

GRANTOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, ENVIRONMENTAL LIABILITIES, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND GRANTEE SHALL BE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION.

ARTICLE 3
Assumption of Obligations

Section 3.1. Assumed Grantor Obligations: Effective on the date of this Conveyance, Grantee assumes and agrees to fulfill, perform, pay and discharge the Assumed Seller Obligations.

Section 3.2. Subject to Leases and Contracts: Grantee is taking the Assets subject to the terms of, among others, those Leases and Contracts identified in the Purchase and Sale Agreement and conveyed hereby, to the extent those Leases and Contracts are valid, binding and enforceable on the date of this Conveyance, and hereby assumes and agrees to fulfill, perform, pay and discharge Grantor's obligations under such Leases and Contracts from and after the date of this Conveyance.

Section 3.3. NORM, Wastes and Other Substances: Grantee acknowledges that the Assets have been used for exploration, development, and production Hydrocarbons and that there may be petroleum, produced water, wastes, or other substances or materials located in, on or under the Properties or associated with the Assets. Equipment and sites included in the Assets may contain asbestos, hazardous substances, or NORM. NORM may affix or attach itself to the inside of wells, materials, and equipment as scale, or in other forms. The wells, materials, and equipment located on the Properties or included in the Assets may contain NORM and other wastes or hazardous substances. NORM containing material and/or other wastes or hazardous substances may have come in contact with various environmental media, including without limitation, water, soils or sediment. Special procedures may be required for the assessment, remediation, removal, transportation, or disposal of environmental media, wastes, asbestos, hazardous substances, and NORM from the Assets.

ARTICLE 4
Miscellaneous

Section 4.1. Further Assurances: After Closing, without further consideration, Grantor and Grantee each agrees to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other party for carrying out the purposes of this Conveyance or of any document delivered pursuant to this Conveyance.

Section 4.2. Conveyance Subject to Purchase and Sale Agreement: This Conveyance is expressly subject to the terms and conditions of that certain Purchase and Sale Agreement by and among Grantor and EnerVest Energy Institutional Fund X-A, L.P., EnerVest Energy Institutional Fund X-WI, L.P., EnerVest Energy Institutional Fund XI-A, L.P., EnerVest Energy Institutional Fund XI-WI, L.P., EnerVest Management Partners, Ltd. ("EnerVest Partners"), Wachovia Investment Holdings, LLC ("Wachovia") and EV Properties, L.P. (as subsequently assigned with respect to the interest of each of EnerVest Partners and Wachovia in the Purchase and Sale Agreement to EnerVest Wachovia Co-Investment Partnership, L.P.) dated April 13, 2007 (as amended, the "Purchase and Sale Agreement"). If there is a conflict between the terms of this Conveyance and the Purchase and Sale Agreement, the terms of the Purchase and Sale Agreement shall control.

Section 4.3. Successors and Assigns: This Conveyance shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 4.4. Titles and Captions: All article or section titles or captions in this Conveyance are for convenience only, shall not be deemed part of this Conveyance and in no way define, limit, extend, or describe the scope or intent of any provisions hereof. Except to the extent otherwise stated in this Conveyance, references to "Articles" and "Sections" are to Articles and Sections of this Conveyance, and references to "Exhibits" are to Exhibits attached to this Conveyance, which are made parts hereof for all purposes.

Section 4.5. Filings. As a matter of convenience and not as a limitation to the Assets transferred by this Conveyance, the parties hereto may file counterparts of this Conveyance that only include the descriptions of those Assets that are located in the jurisdiction where such Conveyance is filed. A fully-executed original of this Conveyance (including the descriptions of all Assets transferred by this Conveyance) shall be maintained at the offices of Grantee.

Section 4.6. Government Assignments. Separate assignments may be executed on forms approved by Governmental Bodies in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain the special warranty of title of Grantor and all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully and only to the extent as though they were set forth in each such separate assignment. In the event of any conflict between the terms of this Conveyance and such other assignments, the terms of this Conveyance shall govern and control.

Section 4.7. Governing Law: This Conveyance and the rights of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to principles of conflicts of laws otherwise applicable to such determinations.

Section 4.8. Several Liability: Notwithstanding anything to the contrary contained elsewhere in this Conveyance, with respect to all of Grantee's covenants contained in this Conveyance, each Grantee shall be severally, but not jointly, obligated to Grantor (and with respect to Grantee's covenants contained this Conveyance relating specifically to the Assets, as to such Grantee's Grantee Share only).

Section 4.9 Counterparts: This Conveyance may be executed in any number of counterparts, and by different parties in separate counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

[SIGNATURE PAGE FOLLOWS]

EXECUTED on the date first written above.

Grantor:

ANADARKO E&P COMPANY LP

By:  *ALR*
Albert L. Richey
Vice President, Corporate Development

KERR-McGEE OIL & GAS ONSHORE LP

By:  *ALR*
Albert L. Richey
Vice President

Grantee:

ENERVEST ENERGY INSTITUTIONAL
FUND X-A, L.P.

By: EnerVest Management Partners, Ltd., its
General Partner

By: EnerVest Management GP, L.C., its
General Partner

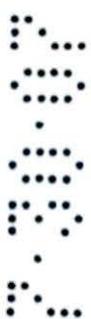
By: 
John B. Walker
President and Chief Executive Officer

ENERVEST ENERGY INSTITUTIONAL
FUND X-WI, L.P.

By: EnerVest Management Partners, Ltd., its
General Partner

By: EnerVest Management GP, L.C., its
General Partner

By: 
John B. Walker
President and Chief Executive Officer



**ENERVEST ENERGY INSTITUTIONAL
FUND XI-A, L.P.**

By: EnerVest Management Partners, Ltd., its
General Partner

By: EnerVest Management GP, L.C., its
General Partner

By: 

John B. Walker
President and Chief Executive Officer

**ENERVEST ENERGY INSTITUTIONAL
FUND XI-WI, L.P.**

By: EnerVest Management Partners, Ltd., its
General Partner

By: EnerVest Management GP, L.C., its
General Partner

By: 

John B. Walker
President and Chief Executive Officer

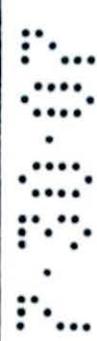
**ENERVEST WACHOVIA CO-INVESTMENT
PARTNERSHIP, L.P.**

By: EnerVest Management Partners, Ltd., its
General Partner

By: EnerVest Management GP, L.C., its
General Partner

By: 

John B. Walker
President and Chief Executive Officer



EV PROPERTIES, L.P.,

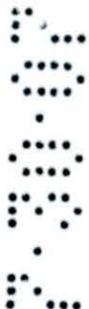
By: EV Properties GP, LLC,
its General Partner

By: EV Energy Partners, L.P.,
its Sole Member

By: EV Energy GP, L.P.,
its General Partner

By: EnerVest Management, LLC,
its General Partner

By: 
John B. Walker
President and Chief Executive Officer



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Albert L. Richey, Vice President, Corporate Development, of **ANADARKO E&P COMPANY LP**, a Delaware limited partnership, on behalf of the partnership this 27th day of June, 2007.

Witness my hand and official seal.

(SEAL)



Michael W. Morgan

Notary Public in and for
the State of Texas

(Printed Name of Notary)

My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Albert L. Richey, Vice President of **KERR-McGEE OIL & GAS ONSHORE LP**, a Delaware limited partnership, on behalf of the partnership this 27th day of June, 2007.

Witness my hand and official seal.

(SEAL)

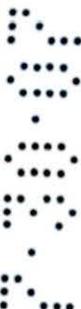


Michael W. Morgan

Notary Public in and for
the State of Texas

(Printed Name of Notary)

My commission expires: _____



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by John B. Walker, President and Chief Executive Officer of EnerVest Management GP, L.C., acting in its capacity as general partner of EnerVest Management Partners, Ltd., general partner of **ENERVEST ENERGY INSTITUTIONAL FUND X-A, L.P.**, a Delaware limited partnership, on behalf of the partnership this 27th day of June, 2007.

Witness my hand and official seal.

(SEAL)



Michael W. Morgan

Notary Public in and for
the State of Texas

(Printed Name of Notary)

My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by John B. Walker, President and Chief Executive Officer of EnerVest Management GP, L.C., acting in its capacity as general partner of EnerVest Management Partners, Ltd., general partner of **ENERVEST ENERGY INSTITUTIONAL FUND X-WI, L.P.**, a Delaware limited partnership, on behalf of the partnership this 27th day of June, 2007.

Witness my hand and official seal.

(SEAL)

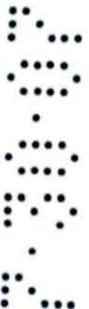


Michael W. Morgan

Notary Public in and for
the State of Texas

(Printed Name of Notary)

My commission expires: _____

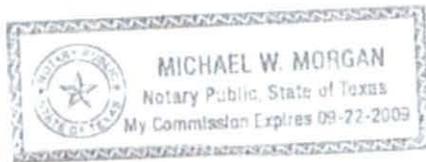


STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by John B. Walker, President and Chief Executive Officer of EnerVest Management GP, L.C., acting in its capacity as general partner of EnerVest Management Partners, Ltd., general partner of **ENERVEST ENERGY INSTITUTIONAL FUND XI-A, L.P.**, a Delaware limited partnership, on behalf of the partnership this 27th day of June, 2007.

Witness my hand and official seal.

(SEAL)



Michael W. Morgan
Notary Public in and for
the State of Texas

(Printed Name of Notary)

My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by John B. Walker, President and Chief Executive Officer of EnerVest Management GP, L.C., acting in its capacity as general partner of EnerVest Management Partners, Ltd., general partner of **ENERVEST ENERGY INSTITUTIONAL FUND XI-WI, L.P.**, a Delaware limited partnership, on behalf of the partnership this 27th day of June, 2007.

Witness my hand and official seal.

(SEAL)



Michael W. Morgan
Notary Public in and for
the State of Texas

(Printed Name of Notary)

My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by John B. Walker, President and Chief Executive Officer of EnerVest Management GP, L.C., acting in its capacity as general partner of EnerVest Management Partners, Ltd., general partner of **ENERVEST WACHOVIA CO-INVESTMENT PARTNERSHIP, L.P.**, a Delaware limited partnership, on behalf of the partnership this 27th day of June, 2007.

Witness my hand and official seal.

(SEAL)



Michael W. Morgan
Notary Public in and for
the State of Texas

(Printed Name of Notary)

My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by John B. Walker, President and Chief Executive Officer of EnerVest Management, LLC, general partner of EV Energy GP, L.P., general partner of EV Energy Partners, L.P., the sole member of EV Properties GP, LLC, general partner of **EV PROPERTIES, L.P.**, a Delaware limited partnership, on behalf of the partnership this 27th day of June, 2007.

Witness my hand and official seal.

(SEAL)



Michael W. Morgan
Notary Public in and for
the State of Texas

(Printed Name of Notary)

My commission expires: _____

SCHEDULE "1.1"

Attached to and made a part of
Assignment and Bill of Sale between
ANADARKO E&P COMPANY LP and
KERR-McGEE OIL & GAS ONSHORE LP, as Grantor,
and
ENERVEST ENERGY INSTITUTIONAL FUND X-A, L.P.,
ENERVEST ENERGY INSTITUTIONAL FUND X-WI, L.P.,
ENERVEST ENERGY INSTITUTIONAL FUND XI-A, L.P.,
ENERVEST ENERGY INSTITUTIONAL FUND XI-WI, L.P.,
ENERVEST WACHOVIA CO-INVESTMENT PARTNERSHIP, L.P., and
EV PROPERTIES, L.P., as Grantee,
effective April 1, 2007.

GRANTEE SHARE

EnerVest Energy Institutional Fund X-A, L.P.	4.7700%
EnerVest Energy Institutional Fund X-WI, L.P.	7.2300%
EnerVest Energy Institutional Fund XI-A, L.P.	35.3770%
EnerVest Energy Institutional Fund XI-WI, L.P.	15.9570%
EnerVest Wachovia Co-Investment Partnership, L.P.	23.3330%
EV Properties, L.P.	13.3330%



VOL 1249 PAGE 244

Lease Number	Lessor	Lessee	State	County	Lease Date	Recording
TX52901	000 CLARICE BERTIE HUESKE	CHESAPEAKE EXPLORATION LIMITED	TX	WASHINGTON	06/21/02	WASHINGTON, TX: BOOK#: 1036 PAGE#: 742 RECEPTION#: 4069
TX52902	000 CAROL CHARLES FASKE ET UX	CHESAPEAKE EXPLORATION LIMITED	TX	WASHINGTON	05/24/02	WASHINGTON, TX: BOOK#: 1036 PAGE#: 645 RECEPTION#: 4484
TX50203	000 WILLIAM J NUTT TRUSTEE ET	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	09/19/94	WASHINGTON, TX: BOOK#: 775 PAGE#: 358
TX50209	000 ANTHONY L LANG ET UX	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	12/01/95	WASHINGTON, TX: BOOK#: 813 PAGE#: 40
TX50230	000 DAVID R DIVER	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	07/19/94	WASHINGTON, TX: BOOK#: 753 PAGE#: 151
TX50231	000 ANNIE GASKAMP	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	06/13/94	WASHINGTON, TX: BOOK#: 744 PAGE#: 63
TX50232	000 MAGGIE GRAHAM TRUELOCK	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	07/18/94	WASHINGTON, TX: BOOK#: 749 PAGE#: 301
TX50233	000 JERRY LACINA	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	06/21/94	WASHINGTON, TX: BOOK#: 746 PAGE#: 722
TX50234	001 FISHER, JACK D	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	09/15/94	WASHINGTON, TX: BOOK#: 764 PAGE#: 122
TX50235	000 ALFRED GASKAMP	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	06/13/94	WASHINGTON, TX: BOOK#: 744 PAGE#: 63
TX50236	000 BURNAY H RIECHERS ET UX	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	07/16/94	WASHINGTON, TX: BOOK#: 748 PAGE#: 480
TX50237	000 HARRY AND LENORA WELLMANN	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	05/25/94	WASHINGTON, TX: BOOK#: 742 PAGE#: 187
TX50241	000 NUTT WILLIAM J ET AL	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	09/19/94	WASHINGTON, TX: BOOK#: 773 PAGE#: 780
TX50254	000 ST-TX M-97475	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	08/06/96	WASHINGTON, TX: BOOK#: 842 PAGE#: 306
TX50257	000 BEN H HANSON	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	05/13/94	WASHINGTON, TX: BOOK#: 742 PAGE#: 238
TX50258	000 KAREN K MAXFIELD ET AL	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	05/16/94	WASHINGTON, TX: BOOK#: 741 PAGE#: 530
TX50260	000 DR KENNETH LANDGRAF ET UX	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	10/02/96	WASHINGTON, TX: BOOK#: 841 PAGE#: 844
TX50261	000 JOSIE A VANPELT	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	04/29/97	WASHINGTON, TX: BOOK#: 859 PAGE#: 680
TX50262	000 RANDY A GASKAMP ET UX	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	04/23/97	WASHINGTON, TX: BOOK#: 859 PAGE#: 658
TX50263	000 KAREN KOSTER MAXFIELD ET VIR	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	05/16/97	WASHINGTON, TX: BOOK#: 861 PAGE#: 593
TX50264	000 ROBERT J WILSON JR ET AL	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	04/16/97	WASHINGTON, TX: BOOK#: 859 PAGE#: 683
TX50267	000 JAMES S BROWN ET AL	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	11/23/94	WASHINGTON, TX: BOOK#: 766 PAGE#: 225
TX50268	000 ONIS W FINKE ET UX	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	12/20/94	WASHINGTON, TX: BOOK#: 770 PAGE#: 717
TX50269	001 ADOLPH SCHAEFER ET UX	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	12/16/94	WASHINGTON, TX: BOOK#: 774 PAGE#: 498
TX50270	000 BOBBY FINKE ET UX	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	12/21/94	WASHINGTON, TX: BOOK#: 771 PAGE#: 483
TX50271	000 LONNIE W WIEGHAT ET UX	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	12/20/94	WASHINGTON, TX: BOOK#: 770 PAGE#: 728
TX50274	001 BETTY M WIEGHAT WOLFENBERGER	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	01/04/95	WASHINGTON, TX: BOOK#: 774 PAGE#: 480
TX50274	002 REINHARDT A WIEGHAT	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	12/20/94	WASHINGTON, TX: BOOK#: 772 PAGE#: 458
TX50274	003 ROSE A WIEGHAT WELLMANN	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	12/20/94	WASHINGTON, TX: BOOK#: 771 PAGE#: 419
TX50275	000 OSWALD W BOECKER ET UX	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	09/20/94	WASHINGTON, TX: BOOK#: 775 PAGE#: 425
TX50276	000 BETTY M WRIGHT WOLFENBERGER	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	01/04/95	WASHINGTON, TX: BOOK#: 774 PAGE#: 485
TX50277	000 REINHARDT H WIEGHAT JR	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	12/20/94	WASHINGTON, TX: BOOK#: 772 PAGE#: 463
TX50278	000 ROSE A WIEGHAT WELLMANN	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	12/20/94	WASHINGTON, TX: BOOK#: 772 PAGE#: 468
TX50281	000 SHIRLEY WILLIAMS PHILLIPS	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	12/31/94	WASHINGTON, TX: BOOK#: 774 PAGE#: 522
TX50282	000 RICKIE LYNN NEYHARD ET UX	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	12/30/94	WASHINGTON, TX: BOOK#: 775 PAGE#: 374
TX50283	000 WAYNE M BETHKE ET UX	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	01/03/95	WASHINGTON, TX: BOOK#: 773 PAGE#: 574
TX50284	000 TERRY W WUNDERLICK ET UX	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	12/30/94	WASHINGTON, TX: BOOK#: 773 PAGE#: 524
TX50285	000 CATHERINE F WILLIAMS	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	12/30/94	WASHINGTON, TX: BOOK#: 773 PAGE#: 497
TX50286	000 THOMAS E CAMPBELL ET UX	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	01/03/95	WASHINGTON, TX: BOOK#: 774 PAGE#: 557
TX50287	000 ROBERT M ELDRIDGE ET UX	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	01/05/95	WASHINGTON, TX: BOOK#: 774 PAGE#: 550
TX50288	000 MICHAEL ALLEN MIRANDA ET UX	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	12/29/94	WASHINGTON, TX: BOOK#: 774 PAGE#: 506
TX50292	000 CARROLL CHARLES FASKE ET U	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	01/19/95	WASHINGTON, TX: BOOK#: 776 PAGE#: 95
TX50298	000 CLAMENS AND ORA NELL TIEMAN	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	10/31/94	WASHINGTON, TX: BOOK#: 772 PAGE#: 580
TX50302	000 WALDO E MOELLER INDIV ET A	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	10/26/94	WASHINGTON, TX: BOOK#: 770 PAGE#: 159
TX50303	000 WALDO E MOELLER INDIV ET A	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	10/26/94	WASHINGTON, TX: BOOK#: 770 PAGE#: 170
TX50335	001 EULA MAE HARRIS	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	04/08/95	WASHINGTON, TX: BOOK#: 804 PAGE#: 53
TX50337	000 ROBERTS, GLENNIE W JR	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	04/05/95	WASHINGTON, TX: BOOK#: 784 PAGE#: 764
TX50342	000 G RICHARD & NELDA JOE PURCELL	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	01/08/99	WASHINGTON, TX: BOOK#: 919 PAGE#: 233
TX50352	000 CHARLES W SCHULTE ET AL	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	01/05/99	WASHINGTON, TX: BOOK#: 919 PAGE#: 236
TX50359	000 DOLORES KOESTER	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	02/15/95	WASHINGTON, TX: BOOK#: 780 PAGE#: 84
TX50362	000 BENNIE B & ERNA H PIEPER	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	02/03/95	WASHINGTON, TX: BOOK#: 777 PAGE#: 226
TX50363	000 JESSE LEE WIED ET UX	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	02/08/95	WASHINGTON, TX: BOOK#: 778 PAGE#: 112
TX50364	000 DONALD MINZENMAYER	CHESAPEAKE OPERATING INC.	TX	WASHINGTON	02/16/95	WASHINGTON, TX: BOOK#: 780 PAGE#: 57

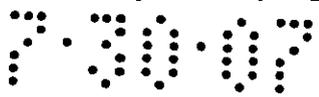


EXHIBIT "C"

Attached to and made a part of Assignment and Bill of Sale between ANADARKO E&P COMPANY L.P. and KERR-McGEE OIL & GAS ONSHORE L.P. as Grantor and ENERVEST ENERGY INSTITUTIONAL FUND X-A, L.P., ENERVEST ENERGY INSTITUTIONAL FUND X-W, L.P., ENERVEST ENERGY INSTITUTIONAL FUND X-A, L.P., ENERVEST ENERGY INSTITUTIONAL FUND XI-W, L.P., ENERVEST WACHOVIA CO-INVESTMENT PARTNERSHIP, L.P. and CV PROPERTIES, L.P., as Grantees. Effective April 1, 2007

EXCLUDED ITEMS

Table with 4 columns: AEP/OCM No., Seller, Purchaser, and Contract Description. It lists excluded items such as NGL Purchase Contract, ETC Lease Agreement, and ETC Cashout Lessor Agreement.

The following interests in oil and gas wells, together with all contracts, equipment, records and other personal property related thereto that would constitute Contracts, Surface Contracts, Equipment, Records, and other Assets, but for the fact that, and solely to the extent that, they relate to interests in oil and gas interests not covered in Grantor's purchase in this conveyance and interests in oil and gas wells that constitute Excluded Assets, are excepted from the Assets and reserved unto Grantor.

Table with 7 columns: AREA, STATE, COUNTY, LEASE, OPERATOR, NRI-OIL (%), and NRI-GAS (%). It lists various oil and gas leases across different states and counties, including Brazos, Newton, Austin, and Washington.

FILED FOR RECORD
2007 JUN 29 PM 12:01
COUNTY CLERK
HARRIS COUNTY TEXAS

RECORDED
2007 JUN 29 PM 12:01
COUNTY CLERK
HARRIS COUNTY TEXAS

RECORDED
2007 JUN 29 PM 12:01
COUNTY CLERK
HARRIS COUNTY TEXAS

Return to:
EnerVest Management Partners, Ltd.
Attn: Land Department
1001 Fannin Street, Suite 800
Houston, Texas 77002-6707

19.

File No. MF 097475

Assignment

Date Filed: 7.31.07

Jerry E. Patterson, Commissioner

By 

2007