8704
~~# 3155~~

STATE LEASE PAID-UP MF098943

CONTROL	BASEFILE	COUNTY
~~65-902394~~ 56-029214	000 -	WASHINGTON /239

SURVEY : WASHINGTON ~~COUNTY ROADS~~
BLOCK :
TOWNSHIP : 00
SECTION/TRACT:
PART :
ACRES : 5.0603
DEPTH LIMITS : NO

LESSEE : UNION PACIFIC RESOURCES COMPANY
LEASE DATE : Feb 17 1998
PRIMARY TERM : 5 yrs
BONUS ($) : 506.03
RENTAL ($) : 0.00
ROYALTY : 0.16666600
VAR ROYALTY :

Rentals: MT.

Lease Admin: DR.

Mineral Maps:
ZG

PARTIAL RELEASE



CAUTION

Documents in this file have been placed in Table of Contents order and scanned.
Please help keep documents in content order and let the ScanLab know when new documents are added to this file.

Thank you for your assistance.

Archives and Records Staff

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MF 098943
M-098943
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9
8
9
4
3

CONTENTS OF FILE NO. M-98943

1. App to Bid	2/12/98	17. Revised Wilder Unit	9/18/17
2. Lease	2/12/98	set up memo (Unit 8704)	
3. Missing Letter	1/7/98	replaces unit 3155.	
4. Adjacent Lease	10/20/93	scanned PT 4-26-2018	
5. Letter 4/20/98.	1-22-99	(See MF094949 #29, Avian #10876	
See MF100805 #11 for		EnerVest to Magnolia 7-26-19.)	
Pooling Committee Report +		scanned MD 8-12-2019	
Amendment of Pooling Agree-		(See MF094949 #30, Avian #10883	
ment,	6/2/03	EV Rep to Harvest Gidkar 8-16-19	
6. Division Order	3/5/03	scanned SM 10/01/2019	
7. Division Order	3/7/03		
8. Division Order	4/30/03		
9. Division Order	6/13/03		
~~8-A. DUPLICATE UNIT AGREEMENT~~			
~~SEE ITEM # 8 ABOVE 10-27-03~~			
10. Partial Release	10/27/03		
10. A. Revised Unit Agreement	10.27.2003		
11. Pooling Committee Report +	(6)26.2003		
Pooling Agreement (Wilder Unit)			
12. pooling agreement on			
Boeham Dome NO-2H	6-12-03		
13. unit 3179 information	10-13-05		
14. Missing unit agreement on unit 3179	8-6-2003		
15. fax on unit 3179	10-13-05		
16. Title Opinion	6-12-06		
Scanned IW 11.5.2015			

8-A, Pooling Committee Report + Amendment of Pooling Agreement 6/13/2003

5-A, Original Pooling Committee Report + Pooling Agreement 8/6/2003

GLO-S-08-(1-82)

2-17-98

GENERAL LAND OFFICE

GARRY MAURO
COMMISSIONER

MEMORANDUM

Docket # 71

DATE: February 12, 1998

TO: Linda Fisher / School Land Board

From: Drew Reid / Minerals Leasing

RE: Applications To Lease Highway Right-of-Way

98940 A) Applicant - UPRC
Description - 1.614 ac. along FM 332, situated in the S.M. Williams Sur., A-110 in Washington Co.
Terms - $200.00/Ac. Bonus, 1/5 Royalty, 3 Years Paid-up

98941 B) Applicant - UPRC
Description - 12.11 ac. along County Rd. 19, situated in the Harmon Hensley Sur., A-59 and the S.M. Williams Sur., A-110 in Washington Co.
Terms- $150.00/Ac. Bonus, 1/5 Royalty, 3 years Paid-up

98942 C) Applicant - UPRC
Description - 7.38 ac. along F.M. Rd. 50, situated in the J.B. Chance Sur., A-22 in Washington Co.
Terms - $25.00/Ac. Bonus, 24% Royalty, 6 Months Paid-up

98943 D) Applicant - UPRC
Description - 5.0603 ac. along F.M. 332, situated in the James Schrier League, A-98 and the S.M. Williams Sur., A-110 in Washington Co.
Terms - $100.00/Ac. Bonus, 1/6 Royalty, 5 Years Paid-up

These applications have been reviewed by the Minerals Leasing Division and approved by the Department of Transportation. These applications comply with Subchapter F, Chapter 32 of the Texas Natural Resources Code.

Texas Department of Transportation

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

February 9, 1998

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.

County	Nominator	Bonus	Royalty	Primary Term	Delay Rental
Washington	UPRC	$200.00	1/5	3 years	Paid-up
Washington	UPRC	$ 25.00	24%	6 months	None
Washington	UPRC	$100.00	1/6	5 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

An Equal Opportunity Employer

MF 98943
ITEM App to Bid.
TO
FROM
DATE 2/12/98

HROW Lease
Revised 10/89

The State of Texas

Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. M-98943
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 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board, and **Union Pacific Resources Company**, whose address is **P.O. Box 7, Fort Worth, Texas 76101-0007**, hereinafter called "Lessee".

1. Lessor, in consideration of **Five Hundred Six and 03/100 Dollars ($506.03),** 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 **Washington**, State of Texas, and is described as follows:

> **5.0603** acres of land, more or less, situated in said **Washington** 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 **5.0603** 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 **five (5) years** from **February 17, 1998**, 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 $25.00. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

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

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

whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value. The State shall have first lien upon all oil and gas produced from the area covered by this lease to secure the payment of all unpaid royalty and other sums of money that may become due to the State hereunder.

4. POOLING: (a) Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons. Units pooled for oil hereunder shall not exceed 160 acres each in area, and units pooled for gas hereunder shall not exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, unless oil or gas units of a greater size are allowed under or prescribed by rules of the Railroad Commission of Texas. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, as operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) the proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force for so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

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

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

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

6. REWORK: If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate at the end of the primary term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) Lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 9 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, or production of oil or gas in paying quantities.

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

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

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

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

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

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

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

14. COMPENSATORY ROYALTY: Lessee shall pay a compensatory royalty if this lease is not being held by production on the leased premises, by production from a pooled unit, or by payment of shut-in royalties in accordance with the terms of this lease, and if oil or gas is sold or delivered in paying quantities from a well located within 2500 feet of the leased premises and completed in a producible reservoir underlying the area leased hereunder or in any case in which drainage is occurring. Such compensatory royalty shall be paid at the royalty rate provided in this lease based on the value of production from the well as provided in the lease on which such well is located. The compensatory royalty shall be paid in the same proportion that the acreage of this lease has to the acreage of the proration unit surrounding the draining well plus the acreage of this lease. The compensatory royalty shall be paid monthly to the Commissioner of the General Land Office on or before the last day of the month after the month in which the oil or gas is sold and delivered from the well causing the drainage or from the well located within 2500 feet of the leased premises and completed in a producible reservoir under this lease. Notwithstanding anything herein to the contrary, compensatory royalty payable hereunder shall be no less than an amount equal to $50.00, and shall maintain this lease in effect for so long as such payments are made as provided herein.

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

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office of the State of Texas under the seal of the General Land Office.

Garry Mauro

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

Approved:
Energy: RH
Executive: JC

Exhibit "A"

Acreage to be Leased from the State of Texas in Washington County, Texas, being part of FM 332

7.38 acres of land, more or less, situated in the S.M. Williams Survey, A-110 and the James Schrier League, A-98 in Washington County, Texas and being the same land described in the following Deeds Recorded in the Deed Records of Washington County, Texas:

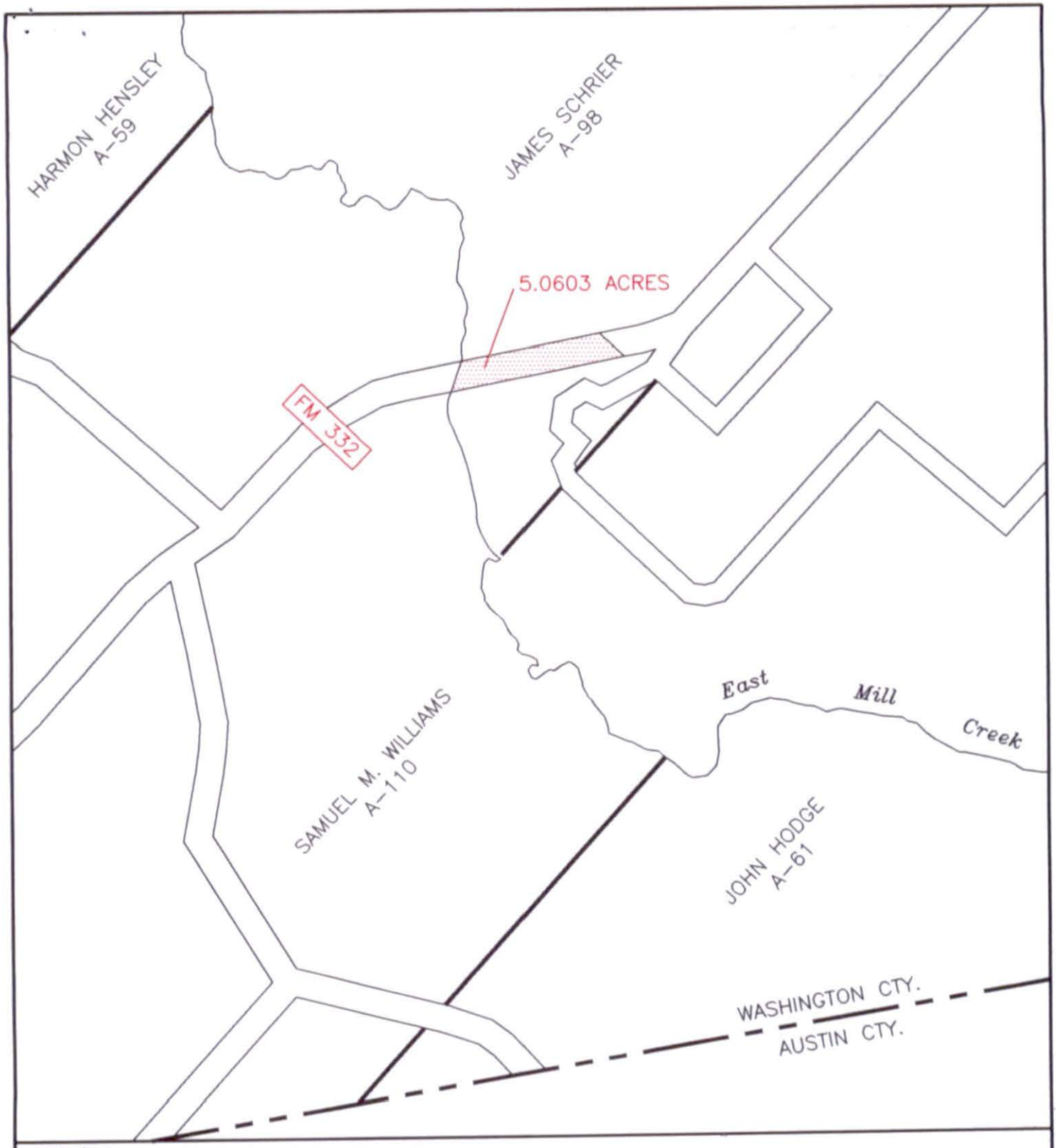
1. Deed from O.H. Sommerfeld to Washington County, dated 2/26/26 and recorded in V.91, P.73, of the Deed Records of Washington County, Texas.

2. Deed from Sylvester Skweres et al to Washington County, dated 2/16/26 and recorded in V.91, P.231, of the Deed Records of Washington County, Texas.

3. Deed from Henry Priesmeyer to Washington County, dated 6/27/27 and recorded in V.91, P.181, of the Deed Records of Washington County, Texas.

4. Deed from C.A. Lipscomb et ux to Washington County, dated 2/16/26 and recorded in V.91, P.154, of the Deed Records of Washington County, Texas.

5. Deed from Lee Meschivitz et al to Washington County, dated 9/1/27 and recorded in V.91, P.170, of the Deed Records of Washington County, Texas.



FM332/EM/2-98

MAP SHOWING

A PORTION OF FM 332 (BRENHAM–WESLEY ROAD)

5.0603 ACRES

APPROXIMATELY 5 MILES SOUTHWEST OF BRENHAM

WASHINGTON COUNTY

(2)

MF 98943

ITEM Lease

TO

FROM

DATE 2/17/98

JONES & ZWIENER, INC.
PROFESSIONAL LAND SERVICES
1300 MAIN STREET, SUITE 1920
HOUSTON, TEXAS 77002-6813

TEL (713) 650-0903
FAX (713) 650 3547

January 7, 1998

170

Texas General Land Office
Stephen F. Austin Building
1700 North Congress Ave.
Austin, Texas 78701-1495

X100.00

ATTN: Mr. Drew Reid
Landman

98023133

Re: Application to Lease
5.0603 acres FM 332
S. M. Williams Survey, A-110
James Schrier Survey, A-98
Washington County, Texas

Dear Mr. Reid:

Kenneth M. Reed

Union Pacific Resources Company is interested in acquiring an Oil, Gas and Mineral Lease covering the above referenced tract of land in Washington County, Texas, for the purpose of drilling a horizontal well.

Enclosed are the following for your reveiw:

100.00
1/6
5yr

1. Names and addresses of adjacent mineral owners.
2. A check for $100.00 for processing.
3. Written Waiver of Statutory Notice.
4. Copies of adjacent leases and the assignment into UPRC.
5. A notarized Affidavit of consideration paid.
6. A Landman's Statement explaining the mineral ownership under the subject county road.
7. Copies of the Deeds into Washington County, Texas.
8. A plat depicting the subject tract.

Should you have any questions, or require further information, please call me at (409) 830-1110 or (713) 650-0903.

Sincerely,

Manning Reed

RECEIVED
ENERGY RESOURCES
98 JAN 8 PM 4:45

M-98943

(D)

(3)

MF 98943

ITEM letter

TO

FROM

DATE 11/7/98

VOL 717 PAGE 762

Producers 88 (4/76) Revised Paid Up
*With 640 Acres Pooling Provision

© PO[illegible] PRINTING & STATIONERY COMPANY
2325 I[illegible]. HOUSTON, TEXAS 77002, (713) 659-3159

OIL, GAS AND MINERAL LEASE

7123

THIS AGREEMENT made this 20 day of October 19 93, between Ervin H. Sommerfeld, a single man, and Weda Preuss, a single woman,

Lessor (whether one or more), whose address is: Route 3, Box 737, Brenham, Texas 77833,

and WESTERN STATES LAND SERVICES, INC., 5949 Sherry Lane, Ste 755, Dallas, Texas 75225, Lessee, WITNESSETH:

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

60.401 acres of land, more or less, located in the S. M. Williams Survey A-110 and being the same land described in that certain deed dated Octobet 2, 1981, from Emma Sommerfeld, etal, to Ervin Sommerfeld and Weda Preuss, recorded in Volume 425, Page 119 of the Deed Records of Washington County, Texas.

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

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

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, one-eighth of the amount realized from the sale of gasoline or other products extracted therefrom and one-eighth of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Brenham National Bank at P.O. Box 2568, Brenham, Texas 77833 or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

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

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

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

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

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

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

SEE ATTACHED ADDENDUM (EXHIBIT "A") FOR ADDITIONAL PROVISIONS

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

Ervin H. Sommerfeld S[redacted]

Weda Preuss [redacted]

STATE OF TEXAS
COUNTY OF WASHINGTON

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 21st day of October, 1993.
by ERVIN H. SOMMERFELD and WEDA PREUSS

KENNA BECK
NOTARY PUBLIC
State of Texas
Comm. Exp. 07-19-95

Kenna Beck
Notary Public, State of Texas
Notary's name (printed): KENNA BECK
Notary's commission expires: 7-19-93

STATE OF
COUNTY OF

ACKNOWLEDGMENT

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

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

STATE OF
COUNTY OF

CORPORATE ACKNOWLEDGMENT

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

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

Producers 88 (4-76) Revised Paid Up
With 640 Acres Pooling Provision

No. _____

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19 ___

No. Acres _____

_____ County, Texas

Term _____

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

_____ County Clerk
By _____, Deputy

When recorded return to

POUND PRINTING & STATIONERY COMPANY
2325 Fannin, Houston, Texas 77002 (713) 659-3159

EXHIBIT "A"

ATTACHED HERETO AND MADE A PART HEREOF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED OCTOBER 20, 1993, BY AND BETWEEN ERVIN H. SOMMERFELD, A SINGLE MAN, AND WEDA PREUSS, A SINGLE WOMAN, AS LESSOR'S, AND WESTERN STATES LAND SERVICES, INC., AS LESSEE

11. Notwithstanding anything in this lease to the contrary, royalty on oil and gas shall be one-sixth (1/6) of the oil and gas produced under the terms of this lease, and wherever in Paragraph 3 of this lease the fraction one-eight (1/8) appears, same shall be determined to read one-sixth (1/6).

12. It is expressly understood that there is excepted and reserved from the provisions of this lease and accordingly not covered hereby, the production of coal, lignite and other surface minerals in and under said property.

13. Should Lessor's land suffer damages to livestock, trees, water, fences, roads, buildings or other improvements as a result of operations of Lessee under this lease, Lessee agrees to pay Lessor the actual amount of loss. Lessee further agrees to fill and level all pits so as to return the surface to its original condition as nearly as practical, within a reasonable length of time after the abandonment of the use of such pits.

14. If at the end of the primary term of this lease, a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units, any land not so held by production or operations at the end of the primary term of this lease shall revert to Lessor free and clear of the terms of this lease, with exception that in the event Lessee is, at the end of the primary term, engaged in drilling a well on the land herein leased, that such entire lease shall remain in force and effect so long as continuous drilling operations are being conducted on said property, and such continuous drilling operations shall be construed to mean that no more than ninety (90) days shall elapse between the completion or abandonment as a dry hole of any oil and/or gas well and the commencement of operations for the drilling of a subsequent well on said property.

15. Lessee is hereby given the option to extend the primary term of this lease as to all or a portion of the leased acreage for an additional two (2) years from the expiration of the original primary term. This option may be exercised by Lessee at any time during the last year of the original primary term by paying the sum of Twenty-five Dollars ($25.00) per net mineral acre to Lessor or to Lessor's credit in any depository named in this lease. This payment shall be based upon the number of net mineral acres on which Lessee desires to exercise this option, and all of the provisions of this lease relating to the payment of shut-in royalties shall apply equally to this payment including, but not limited to, the provisions regarding changes in ownership. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years. In the event this lease is being maintained by any provision hereof at the expiration of the original primary term, Lessee shall have a period of thirty (30) days from the date this lease ceases to be so maintained within which to exercise this option.

SIGNED FOR IDENTIFICATION:

Ervin H. Sommerfeld

Ervin H. Sommerfeld

Weda Preuss

Weda Preuss

DATED: 10-21-93

FILED
AT 11:00 A M
DEC - 6 1993
Gertrude Lehrmann
GERTRUDE LEHRMANN
COUNTY CLERK, WASHINGTON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

DEC 15 1993

Gertrude Lehrmann
Gertrude Lehrmann, County Clerk
Washington County, Texas

Producers 88 (4/76) Revised Paid Up
With 640 Acres Pooling Provision

© PRINTING & STATIONERY COMPANY
2325 [illegible]SIN, HOUSTON, TEXAS 77006 (713) 659-3159

VOL 719 PAGE 507

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OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 20 day of October 19 93, between Regina Skweres, a widow, Charles F. Skweres and Evelyn Kolar

Lessor (whether one or more), whose address is: 3906 Antione, Houston, Texas, and WESTERN STATE LAND SERVICES, INC., 5949 Sherry Lane, Ste 755, Dallas, Texas 75225, Lessee, WITNESSETH:

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

135.564 acres of land, more or less, located in the S. M. Williams Survey A-110, and being more fully described on Exhibit "B" attached hereto.

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

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

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, one-eighth of the amount realized from the sale of gasoline or other products extracted therefrom and one-eighth of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the University Savings Bank at 5218 West 34th St., Houston, Texas 77092 or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

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

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

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

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

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

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

SEE ATTACHED ADDENDUM (EXHIBIT "A") FOR ADDITIONAL PROVISIONS.

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

+ Regina Skweres
Regina Skweres [redacted]

Charles F. Skweres
Charles F. Skweres [redacted]

+ Evelyn Kolar
Evelyn Kolar SS# [redacted]

STATE OF TEXAS
COUNTY OF HARRIS

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 5 day of NOV., 1993,
by Regina Skweres, Charles F. Skweres and Evelyn Kolar

MARTHA J. McNIECE
Notary Public, State of Texas
My Commission Expires 5/6/96

Martha J. McNiece
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

STATE OF
COUNTY OF

ACKNOWLEDGMENT

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

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

STATE OF
COUNTY OF

CORPORATE ACKNOWLEDGMENT

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

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

Producers 88 (4/76) Revised Paid Up
With 640 Acres Pooling Provision

No. _____

Oil, Gas and Mineral Lease

FROM _____

TO _____

Dated _____, 19 ____

No. Acres _____

_____ County, Texas

Term _____

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

_____ County Clerk
By _____, Deputy

When recorded return to

POUND PRINTING & STATIONERY COMPANY
2325 Fannin, Houston, Texas 77002 (713) 659-3159

EXHIBIT "A"

ATTACHED HERETO AND MADE A PART HEREOF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED OCTOBER 20, 1993, BY AND BETWEEN REGINA SKWERES, A WIDOW, CHARLES F. SKWERES AND EVELYN KOLAR, AS LESSOR'S, AND WESTERN STATES LAND SERVICES, AS LESSEE.

12. It is expressly understood that there is excepted and reserved from this lease and accordingly not covered hereby, the production of coal, lignite and other surface minerals in and under said property.

13. Should Lessor's land suffer damages to livestock, trees, water, fences, roads, buildings or other improvements as a result of operations of Lessee under this lease, Lessee agrees to pay Lessor the actual amount of loss. Lessee further agrees to fill and level all pits so as to return the surface to its original condition as nearly as practical, within a reasonable length of time after the abandonment of such pits.

14. If at the end of the primary term of this lease, a portion of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units, any land not so held by production or operations at the end of the primary term of this lease shall revert to Lessor free and clear of the terms of this lease, with the exception that in the event Lessee is, at the end of the primary term, engaged in drilling a well on the land herein leased, that such entire lease shall remain in force and effect so long as continuous drilling operations are being conducted on said property, and such continuous drilling operations shall be construed to mean that no more than ninety (90) days shall elapse between the completion or abandonment as a dry hole of any oil and/or gas well and the commencement of operations for the drilling of a subsequent well on said property.

15. Lessee is hereby given the option to extend the primary term of this lease as to all or a portion of the leased acreage for an additional two (2) years from the expiration of the original primary term. This option may be exercised by Lessee at any time during the last year of the original primary term by paying the sum of Twenty-five Dollars ($25.00) per net mineral acre to Lessor or to Lessor's credit in any depository named in this lease. This payment shall be based upon the number of net mineral acres on which Lessee desires to exercise this option, and all of the provisions of this lease relating to the payment of shut-in royalties shall apply equally to this payment including, but not limited to, the provisions regarding changes in ownership. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years. In the event this lease is being maintained by any provisions hereof at the expiration of the original primary term, Lessee shall have a period of thirty (30) days from the date this lease ceases to be so maintained within which to exercise this option.

SIGNED FOR IDENTIFICATION:

Regina Skweres

Charles F. Skweres

Evelyn Kolar

DATE: 11/5/93

EXHIBIT "B"

ATTACHED HERETO AND MADE A PART HEREOF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED OCTOBER 20, 1993, BY AND BETWEEN REGINA SKWERES, A WIDOW, CHARLES F. SKWERES AND EVELYN KOLAR, AS LESSOR'S, AND WESTERN STATES LAND SERVICES, INC, AS LESSEE

135.564 acres of land, more or less, located in the S. M. Williams Survey A-110, Washington County, Texas, being more particularly described as follows, to-wit:

Tract No. 1:

75.84 acres of land, more or less, and being the same land described as tract 2 in a deed dated December 5, 1953, from John Skweres, etal to Frank Skweres, etal, and recorded in Volume 196, Page 430 of the Deed Records of Washington County, Texas.
LESS and EXCEPT:
1.477 acres of land, more or less, being the same land described in a deed dated December 18, 1972, from John Skweres and wife, Regina Skweres to O. H. Sommerfeld and wife, Emma Sommerfeld and recorded in Volume 317, Page 197 of the Deed Records of Washington County, Texas.
LESS and EXCEPT:
.424 acres of land, more or less, being the same land described in a deed dated February 25, 1977, from John Skweres to Kasper Skweres and wife, Agnes Skweres, recorded in Volume 352, Page 225 of the Deed Records of Washington County, Texas.
LESS and EXCEPT:
1.819 acres of land, more or less, being the same land described in a deed dated April 14, 1978, from John Skweres and wife, Regina Skweres to Richard P. Jares and wife, Jerry Frances Jares, recorded in Volume 364, Page 385 of the Deed Records of Washington County, Texas.

Leaving 72.12 acres of land, more or less.

Tract No.2:

65.36 acres of land, more or less, and being the same land described in a deed dated June 26, 19665, from Frank A. Skweres and wife, Chester Skweres to John W. Skweres and wife, Regina Skweres and recorded in Volume 277, Page 429 of the Deed Records of Washington County, Texas.
LESS and EXCEPT:
3.221 acres of land, more or less, being the same land described in a deed dated June 23, 1975, from John W. Skweres to Charles F. Skweres and recorded in Volume 337, Page 419 of the Deed Records of Washington County, Texas.

Leaving 62.139 acres, more or less.

Tract No. 3:

.881 acres of land, more or less, being the same land described in a deed dated December 19, 1975, from O. H. Sommerfeld and wife, Emma Sommerfeld to John W. Skweres and wife, Regina Skweres and recorded in Volume 317, Page 195 of the Deed Records of Washington County, Texas.

Tract No. 4:

.424 acres of land, more or less, being the same land described in a deed dated February 25, 1977, from Kasper B. Skweres to John W. Skweres and recorded in Volume 352, Page 223 of the Deed Records of Washington County, Texas.

SIGNED FOR IDENTIFICATION:

Regina Skweres

Charles F. Skweres

Evelyn Kolar

DATED: 10/5/93

FILED
AT 10:45 A M.
DEC 23 1993
GERTRUDE LEHRMANN
COUNTY CLERK, WASHINGTON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

DEC 29 1993

Gertrude Lehrmann
Gertrude Lehrmann, County Clerk
Washington County, Texas

Producers 88 (4/76) Revised Paid Up
With 640 Acres Pooling Provision

UND PRINTING & STATIONERY COMPANY
ANNIN, HOUSTON, TEXAS 77002, (713) 659-3159

6573

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 12th day of August 19 93, between CLAMENS TIEMANN and wife, ORA NELL TIEMANN

Lessor (whether one or more), whose address is: Route 3, Box 84, Brenham, Texas 77833, and WESTERN STATES LAND SERVICES, INC., 5949 Sherry Lane, Ste 755, Dallas, TX 75225, Lessee, WITNESSETH:

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

See EXHIBITS A and B attached to and made a part of this lease. EXHIBIT A having the added clauses 11, 12, 13, 14, and 15 and EXHIBIT B having the description of the 8 tracts of land, for a total of 440.028 acres in this lease.

O NT.
C.T.

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

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

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, one-eighth of the amount realized from the sale of gasoline or other products extracted therefrom and one-eighth of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Brenham National Bank Bank at Brenham, Texas 77833 or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

Tr. 493 46(1) 9E

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

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

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

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

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

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

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

Clamens Tiemann
CLAMENS TIEMANN
SS# [redacted]

Ora Nell Tiemann
ORA NELL TIEMANN
SS# [redacted]

STATE OF TEXAS
COUNTY OF Washington

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 17th day of August, 19 93,
by CLAMENS TIEMANN and wife, ORA NELL TIEMANN

A. W. HODDE, JR.
Notary Public, State of Texas
My Commission Expires 10-31-96

G. W. Hodde

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

STATE OF
COUNTY OF

ACKNOWLEDGMENT

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

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

STATE OF
COUNTY OF

CORPORATE ACKNOWLEDGMENT

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

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

Producers 88 (4/76) Revised Paid Up
With 640 Acres Pooling Provision

No.

Oil, Gas and Mineral Lease

FROM

TO

Dated , 19

No. Acres

County, Texas

Term

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

County Clerk
By , Deputy

When recorded return to

POUND PRINTING & STATIONERY COMPANY
2325 Fannin, Houston, Texas 77002 (713) 659-3159

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED AUGUST 12, , 1993 BY AND BETWEEN CLAMENS TIEMANN and wife, ORA NELL TIEMANN, AS LESSOR(S) AND WESTERN STATES LAND SERVICES, INC., AS LESSEE.

11. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, ROYALTY ON OIL AND GAS SHALL BE ONE -SIXTH (1/6) OF THE OIL AND GAS PRODUCED UNDER THE TERMS OF THIS LEASE, AND WHEREVER IN PARAGRAPH 3 OF THIS LEASE THE FRACTION ONE-EIGHTH (1/8) APPEARS, SAME SHALL BE DETERMINED TO READ ONE-SIXTH (1/6).

12. IT IS EXPRESSLY UNDERSTOOD THAT THERE IS EXCEPTED AND RESERVED FROM THE PROVISIONS OF THIS LEASE AND ACCORDINGLY NOT COVERED HEREBY, THE PRODUCTION OF COAL, LIGNITE AND OTHER SURFACE MINERALS IN AND UNDER SAID PROPERTY.

13. SHOULD LESSOR'S LAND SUFFER DAMAGES TO LIVESTOCK, TREES, WATER, FENCES, ROADS, BUILDINGS OR OTHER IMPROVEMENTS AS A RESULT OF OPERATIONS OF LESSEE UNDER THIS LEASE, LESSEE AGREES TO PAY LESSOR THE ACTUAL AMOUNT OF LOSS. LESSEE FURTHER AGREES TO FILL AND LEVEL ALL PITS SO AS TO RETURN THE SURFACE TO ITS ORIGINAL CONDITION AS NEARLY AS PRACTICAL, WITHIN A REASONABLE LENGTH OF TIME AFTER THE ABANDONMENT OF THE USE OF SUCH PITS.

14. IF AT THE END OF THE PRIMARY TERM OF THIS LEASE, A PORTION OR PORTIONS OF THE LAND HEREIN LEASED IS POOLED OR UNITIZED O.N.T. [redacted] SO AS TO FORM A POOLED UNIT OR UNITS, OPERATIONS ON OR PRODUCTION FROM SUCH UNIT OR UNITS WILL MAINTAIN THIS LEASE IN FORCE ONLY AS TO LAND INCLUDED IN SUCH UNIT OR UNITS, ANY LAND NOT SO HELD BY PRODUCTION OR OPERATIONS AT THE END OF THE PRIMARY TERM OF THIS LEASE SHALL REVERT TO LESSOR FREE AND CLEAR OF THE TERMS OF THIS LEASE, WITH EXCEPTION THAT IN THE EVENT LESSEE IS, AT THE END OF THE PRIMARY TERM, ENGAGED IN DRILLING A WELL ON THE LAND HEREIN LEASED, THAT SUCH ENTIRE LEASE SHALL REMAIN IN FORCE AND EFFECT SO LONG AS CONTINUOUS DRILLING OPERATIONS ARE BEING CONDUCTED ON SAID PROPERTY, AND SUCH CONTINUOUS DRILLING OPERATIONS SHALL BE CONSTRUED TO MEAN THAT NO MORE THAN NINETY (90) DAYS SHALL ELAPSE BETWEEN THE COMPLETION OR ABANDONMENT AS A DRY HOLE OF ANY OIL AND/OR GAS WELL AND THE COMMENCEMENT OF OPERATIONS FOR THE DRILLING OF A SUBSEQUENT WELL ON SAID PROPERTY.

15. LESSEE IS HEREBY GIVEN THE OPTION TO EXTEND THE PRIMARY TERM OF THIS LEASE AS TO ALL OR A PORTION OF THE LEASED ACREAGE FOR AN ADDITIONAL TWO (2) YEARS FROM THE EXPIRATION OF THE ORIGINAL PRIMARY TERM. THIS OPTION MAY BE EXERCISED BY LESSEE AT ANY TIME DURING THE LAST YEAR OF THE ORIGINAL PRIMARY TERM BY PAYING THE SUM OF TWENTY-FIVE DOLLARS ($25.00) PER NET MINERAL ACRE TO LESSOR OR TO LESSOR'S CREDIT IN ANY DEPOSITORY NAMED IN THIS LEASE. THIS PAYMENT SHALL BE BASED UPON THE NUMBER OF NET MINERAL ACRES ON WHICH LESSEE DESIRES TO EXERCISE THIS OPTION, AND ALL OF THE PROVISIONS OF THIS LEASE RELATING TO THE PAYMENT OF SHUT-IN ROYALTIES SHALL APPLY EQUALLY TO THIS PAYMENT INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS REGARDING CHANGES IN OWNERSHIP. SHOULD THIS OPTION BE EXERCISED AS HEREIN PROVIDED, IT SHALL BE CONSIDERED FOR ALL PURPOSES AS THOUGH THIS LEASE ORIGINALLY PROVIDED FOR A PRIMARY TERM OF FIVE (5) YEARS. IN THE EVENT THIS LEASE IS BEING MAINTAINED BY ANY PROVISION HEREOF AT THE EXPIRATION OF THE ORIGINAL PRIMARY TERM, LESSEE SHALL HAVE A PERIOD OF THIRTY (30) DAYS FROM THE DATE THIS LEASE CEASES TO BE SO MAINTAINED WITHIN WHICH TO EXERCISE THIS OPTION.

SIGNED FOR IDENTIFICATION:

Clamens Tiemann
CLAMENS TIEMANN

Ora Nell Tiemann
ORA NELL TIEMANN

DATE: August 17, 1993

EXHIBIT B

Attached to and made a part of that certain OIL, GAS AND MINERAL LEASE dated August 12, 1993 by and between CLAMENS TIEMANN and wife, ORA NELL TIEMANN, Lessors and WESTERN STATES LAND SERVICES, INC., Lessee.

440.028 acres, more or less, in the Harmon Hensley Survey, A-59 and the James Schrier Survey, A-98, Washington County. Texas, being comprosed of eight Tracts (8), as follows:

TRACT 1: 113.688 acres, more or less, in the H. Hensley Survey, A-59, Washington County, Texas, being the same land described as a 117.75 acre tract in that certain Deed dated March 8, 1952 from Joseph Kwiatkowski et al to Clamens Tiemann, recorded in VOLUME 186, PAGE 329 of the Deed Records of Washington County, Texas, 100%

SAVE AND EXCEPT: 4.062 acres, more or less, in the H.Hensley Survey, A-59, Washington County, Texas, described in a Warranty Deed dated April 17, 1984 from Clamens Tiemann to A. G. McNeese, Jr. and recorded in VOLUME 471, PAGE 501 of the Deed Records of Washington County, Texas

leaving 113.688 acres, more or less in this tract.

TRACT 2: 4.062 acres, more or less, in the H.Hensley Survey, A-59, Washington County, Texas, being the same land described in a Warranty Deed dated April 17, 1984 from Clamens Tiemann to A.G.McNeese, Jr. and recorded in VOLUME 471, PAGE 501 of the Deed Records of Washington County, Texas. 50% McNeese 50%

TRACT 3: 40.0 acres, more or less, in the J. Schrier Survey, A-98, Washington County, Texas, being the same land described in a Warranty Deed dated July 19, 1951 from Henry Schwettmann et ux, Lillie Schwettmann, et al to C.W.R.Tiemann and recorded in VOLUME 180, PAGE 468 of the Deed Records of Washington County, Texas. 100%

TRACT 4: 94.43 acres, more or less, in the J. Schrier Survey, A-98, Washington County, Texas, being the same land described in a Warranty Deed dated June 6, 1959 from Adolph Meschwitz et ux, Katy Meschwitz, to Clamens Tiemann and recorded in VOLUME 222, PAGE 397 of the Deed Records of Washington County, Texas. 100%

TRACT 5: 75.17 acres, more or less, in the J. Schrier Survey, A-98, Washington County, Texas, being the same land described in a Warranty Deed dated January 17, 1958 from Harvey McGregor et ux et al to Clamens Tiemann et ux, Ora Nell Tiemann, and recorded in VOLUME 215, PAGE 179 of the Deed Records of Washington County, Texas. 100%

TRACT 6: 28.14 acres, more or less, in the James Schrier Survey, A-98, Washington County, Texas, being the same land described in a Warranty Deed datedFebruary 3, 1958 from Mrs. Olga Knolle et al to Clamens Tiemann and recorded in VOLUME 215, PAGE 363 of the Deed Records of Washington County, Texas. 100%

TRACT 7: 79.594 acres, more or less, in the J. Schrier Survey, A-98, Washington County, Texas, being the same land described in a Partition Deed dated January 20, 1984 as three tracts, of 42.798 acres (Tract 1); 12.019 acres (Tract 2): and 24.777 acres (Tract 3) from Walter A. Hahn to Ora Nell Tiemann and recorded in VOLUME 463, PAGE 672 of the Deed Records of Washington County, Texas. 100%

TRACT 8: 4.944 acres, more or less, in the J. Schrier Survey, A-98, Washington County, Texas, being the same land described in a Warranty Deed dated April 18, 1984 from A.G.McNeese, Jr. to Clamens Tiemann and recorded in VOLUME 471, PAGE 498 of the Deed Records of Washington County, Texas. 50% McNeese 50%

for a total in these eight tracts of 440.028 acres, more or less.

SIGNED FOR IDENTIFICATION:

Clamens Tiemann
Clamens Tiemann

Ora Nell Tiemann
Ora Nell Tiemann

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

NOV 17 1993

Gertrude Lehrmann
Gertrude Lehrmann, County Clerk
Washington County, Texas

FILED
AT 12:00 PM
NOV 12 1993

COUNTY CLERK, WASHINGTON COUNTY, TEXAS

evised Paid Up
oling Provision

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

65777

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 30th day of August 19 93, between

BRUNO BOLCEREK, a single man and FLORIAN BOLCEREK, a single man

Lessor (whether one or more), whose address is: Route 3, Box 548, Brenham, Texas 77833
and WESTERN STATES LAND SERVICES, INC., 5949 Sherry Land, Suite 755, Dallas, Texas 75225, Lessee, WITNESSETH:

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

23.696 acres of land, more or less, in the James Schrier Survey, A-98, Washington County, Texas described as TRACT ONE in a Warranty Deed dated August 30, 1974 from Bennie Bolcerek et al to Bruno Bolcerek and Florian Bolcerek and recorded in VOLUME 330, PAGE 970 of the Deed Records of Washington County, Texas.

See EXHIBIT A, attached to and made a part hereof, for added clauses 11, 12, 13, 14 and 15.

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

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

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, one-eighth of the amount realized from the sale of gasoline or other products extracted therefrom and one-eighth of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Texas National Bank at Brenham, TX 77833 or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

√ TXI-60110 cac

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

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within ~~two hundred (200)~~ four hundred feet (400) feet of any residence or barn now on said land without Lessor's consent. FB BB

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

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

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

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

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

Bruno Bolcerek
BRUNO BOLCEREK, a single man
S.S.#: [redacted]

Florian Bolcerek
FLORIAN BOLCEREK, a single man
S.S.#: [redacted]

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WASHINGTON

This instrument was acknowledged before me on the 9th day of September, 19 93.
by BRUNO BOLCEREK, a single man and FLORIAN BOLCEREK, a single man

KENNA BECK
NOTARY PUBLIC
State of Texas
Comm. Exp. 07-19-95

Kenna Beck
Notary Public, State of Texas
Notary's name (printed): KENNA BECK
Notary's commission expires: 7-19-95

ACKNOWLEDGMENT

STATE OF
COUNTY OF

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

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

CORPORATE ACKNOWLEDGMENT

STATE OF
COUNTY OF

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

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

Oil, Gas and Mineral Lease

No. _____

FROM

TO

Dated _____, 19 ____

No. Acres _____

_____ County, Texas

Term _____

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

_____ County Clerk
By _____, Deputy

When recorded return to

_____

_____

POUND PRINTING & STATIONERY COMPANY
2325 Fannin, Houston, Texas 77002 (713) 659-3159

Producers 88 (4/76) Revised Paid Up
With 640 Acres Pooling Provision

Attached to and made a part of that certain OIL, GAS AND MINERAL LEASE dated August 30, 1993 by and between BRUNO BOLCEREK, a single man & FLORIAN BOLCEREK, a single man as Lessor(s) and WESTERN STATES LAND SERVICES, INC., as Lessee.

11. Notwithstanding anything in this lease to the contrary, royalty on oil and gas shall be one-sixth (1/6) of the oil and gas produced under the terms of this lease and wherever in Paragraph 3 of this lease the fraction one-eighth (1/8) appears, same shall be determined to read one-sixth (1/6).

12. It is expressly understood that there is excepted and reserved from the provisions of this lease and accordingly not covered hereby, the production of coal, lignite and other surface minerals in and under said property.

13. Should Lessor's land suffer damages to livestock, trees, water, fences, roads, buildings or other improvements as a result of operations of Lessee under this lease, Lessee agrees to pay Lessor the actual amount of loss. Lessee further agrees to fill and level all pits so as to return the surface to its original condition as nearly as practical, within a reasonable length of time after the abandonment of the use of such pits.

14. If at the end of the primary term of this lease a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to land included in such unit or units, any land not so held by production or operations at the end of the primary term of this lease shall revert to Lessor free and clear of the terms of this lease, with exception that in the event Lessee is, at the end of the primary term, engaged in drilling a well on the land herein leased, that such entire lease shall remain in force and effect so long as continuous drilling operations are being conducted on said property, and such continuous drilling operations shall be construed to mean that no more than ninety (90) days shall elapse between the completion or abandonment as a dry hole of any oil and/or gas well and the commencement of operations for the drilling of a subsequent well on said property.

15. Lessee is hereby given the option to extend the primary term of this lease as to all or a portion of the leased acreage for an additional two (2) yeears from the expiration of the original primary term. This option may be exercised by Lessee at any time during the last year of the original primary term by paying the sum of twenty-five dollars ($25.00) per net mineral acre to Lessor or to Lessor's credit in any depository named in this lease. This payment shall be based on the number of net mineral acres on which Lessee desires to exercise this option, and all of the provisions of this lease relating to the payment of shut-in royalties shall apply equally to this payment including, but not limited to, the provisions regarding changes in ownership. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years. In the event this lease is being maintained by any provision hereof at the expiration of the original primary term, Lessee shall have a period of thirty (30) days from the date this lease ceases to be so maintained within which to exercise this option.

SIGNED FOR IDENTIFICATION:

Bruno Bolcerek
BRUNO BOLCEREK

Florian Bolcerek
FLORIAN BOLCEREK

FILED
AT 12:00 P M.
NOV 12 1993
Gertrude Lehrmann
GERTRUDE LEHRMANN
COUNTY CLERK, WASHINGTON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

NOV 17 1993

Gertrude Lehrmann
Gertrude Lehrmann, County Clerk
Washington County, Texas

...ers 88 (4/76) Revised Paid Up
...h 640 Acres Pooling Provision

© PA... PRINTING & STATIONERY COMPANY
2325 ...NIN, HOUSTON, TEXAS 77002, (713) 659-3159

6548

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 13th day of October 19 93, between HERBERT P. BENDER AND JUDITH BENDER, HUSBAND AND WIFE

Lessor (whether one or more), whose address is: Route 3, Box 726, Brenham, Texas, 77833
and Western States Land Services, Inc., 5949 Sherry Lane, Suite 755, Dallas, Texas, 75225, Lessee, WITNESSETH:

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

JAMES SCHRIER SURVEY, ABSTRACT 98

20.738 acres of land, more or less, a portion of the above captioned County and Survey, and being the same land more completely described in that certain Warranty Deed dated December 20, 1991, from Alex Meschwitz, et ux, et al, to Herbert P. Bender et ux, Judith Bender, said Deed recorded in Volume 661 at page 478, Deed Records of Washington County, Texas.

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

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

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

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

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

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

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

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

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

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

For additional covenants of this lease, see Exhibit "A", attached hereto and made a part hereof.

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

Herbert P. Bender
HERBERT P. BENDER SS# [redacted]

Judith Bender
JUDITH BENDER SS# [redacted]

STATE OF TEXAS
COUNTY OF Washington

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 20th day of October, 19 93
by Herbert P. Bender and Judith Bender, husband and wife

KENNA BECK
NOTARY PUBLIC
State of Texas
Comm. Exp. 07-19-95

Kenna Beck
Notary Public, State of Texas
Notary's name (printed): KENNA BECK
Notary's commission expires: 7-19-93

STATE OF
COUNTY OF

ACKNOWLEDGMENT

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

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

STATE OF
COUNTY OF

CORPORATE ACKNOWLEDGMENT

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

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

Producers 88 (4/76) Revised Paid Up
With 640 Acres Pooling Provision

No. _____

Oil, Gas and Mineral Lease

FROM _____

TO _____

Dated _____, 19 ____

No. Acres _____

_____ County, Texas

Term _____

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

_____ County Clerk
By _____, Deputy

When recorded return to

POUND PRINTING & STATIONERY COMPANY
2325 Fannin, Houston, Texas 77002 (713) 659-3159

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED October 13, 1993, 1993 BY AND BETWEEN Herbert P. Bender et ux Judith Bender AS LESSOR(S) AND WESTERN STATES LAND SERVICES, INC., AS LESSEE.

11. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, ROYALTY ON OIL AND GAS SHALL BE ONE -SIXTH (1/6) OF THE OIL AND GAS PRODUCED UNDER THE TERMS OF THIS LEASE, AND WHEREVER IN PARAGRAPH 3 OF THIS LEASE THE FRACTION ONE-EIGHTH (1/8) APPEARS, SAME SHALL BE DETERMINED TO READ ONE-SIXTH (1/6).

12. IT IS EXPRESSLY UNDERSTOOD THAT THERE IS EXCEPTED AND RESERVED FROM THE PROVISIONS OF THIS LEASE AND ACCORDINGLY NOT COVERED HEREBY, THE PRODUCTION OF COAL, LIGNITE AND OTHER SURFACE MINERALS IN AND UNDER SAID PROPERTY.

13. SHOULD LESSOR'S LAND SUFFER DAMAGES TO LIVESTOCK, TREES, WATER, FENCES, ROADS, BUILDINGS OR OTHER IMPROVEMENTS AS A RESULT OF OPERATIONS OF LESSEE UNDER THIS LEASE, LESSEE AGREES TO PAY LESSOR THE ACTUAL AMOUNT OF LOSS. LESSEE FURTHER AGREES TO FILL AND LEVEL ALL PITS SO AS TO RETURN THE SURFACE TO ITS ORIGINAL CONDITION AS NEARLY AS PRACTICAL, WITHIN A REASONABLE LENGTH OF TIME AFTER THE ABANDONMENT OF THE USE OF SUCH PITS.

14. IF AT THE END OF THE PRIMARY TERM OF THIS LEASE, A PORTION OR PORTIONS OF THE LAND HEREIN LEASED IS POOLED OR UNITIZED WITH OTHER LAND SO AS TO FORM A POOLED UNIT OR UNITS, OPERATIONS ON OR PRODUCTION FROM SUCH UNIT OR UNITS WILL MAINTAIN THIS LEASE IN FORCE ONLY AS TO LAND INCLUDED IN SUCH UNIT OR UNITS, ANY LAND NOT SO HELD BY PRODUCTION OR OPERATIONS AT THE END OF THE PRIMARY TERM OF THIS LEASE SHALL REVERT TO LESSOR FREE AND CLEAR OF THE TERMS OF THIS LEASE, WITH EXCEPTION THAT IN THE EVENT LESSEE IS, AT THE END OF THE PRIMARY TERM, ENGAGED IN DRILLING A WELL ON THE LAND HEREIN LEASED, THAT SUCH ENTIRE LEASE SHALL REMAIN IN FORCE AND EFFECT SO LONG AS CONTINUOUS DRILLING OPERATIONS ARE BEING CONDUCTED ON SAID PROPERTY, AND SUCH CONTINUOUS DRILLING OPERATIONS SHALL BE CONSTRUED TO MEAN THAT NO MORE THAN NINETY (90) DAYS SHALL ELAPSE BETWEEN THE COMPLETION OR ABANDONMENT AS A DRY HOLE OF ANY OIL AND/OR GAS WELL AND THE COMMENCEMENT OF OPERATIONS FOR THE DRILLING OF A SUBSEQUENT WELL ON SAID PROPERTY.

15. LESSEE IS HEREBY GIVEN THE OPTION TO EXTEND THE PRIMARY TERM OF THIS LEASE AS TO ALL OR A PORTION OF THE LEASED ACREAGE FOR AN ADDITIONAL TWO (2) YEARS FROM THE EXPIRATION OF THE ORIGINAL PRIMARY TERM. THIS OPTION MAY BE EXERCISED BY LESSEE AT ANY TIME DURING THE LAST YEAR OF THE ORIGINAL PRIMARY TERM BY PAYING THE SUM OF TWENTY-FIVE DOLLARS ($25.00) PER NET MINERAL ACRE TO LESSOR OR TO LESSOR'S CREDIT IN ANY DEPOSITORY NAMED IN THIS LEASE. THIS PAYMENT SHALL BE BASED UPON THE NUMBER OF NET MINERAL ACRES ON WHICH LESSEE DESIRES TO EXERCISE THIS OPTION, AND ALL OF THE PROVISIONS OF THIS LEASE RELATING TO THE PAYMENT OF SHUT-IN ROYALTIES SHALL APPLY EQUALLY TO THIS PAYMENT INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS REGARDING CHANGES IN OWNERSHIP. SHOULD THIS OPTION BE EXERCISED AS HEREIN PROVIDED, IT SHALL BE CONSIDERED FOR ALL PURPOSES AS THOUGH THIS LEASE ORIGINALLY PROVIDED FOR A PRIMARY TERM OF FIVE (5) YEARS. IN THE EVENT THIS LEASE IS BEING MAINTAINED BY ANY PROVISION HEREOF AT THE EXPIRATION OF THE ORIGINAL PRIMARY TERM, LESSEE SHALL HAVE A PERIOD OF THIRTY (30) DAYS FROM THE DATE THIS LEASE CEASES TO BE SO MAINTAINED WITHIN WHICH TO EXERCISE THIS OPTION.

SIGNED FOR IDENTIFICATION:

Herbert P. Bender
HERBERT P. BENDER

Judith Bender
JUDITH BENDER

DATE: October 20, 1993

FILED
AT 12:00 PM
NOV 12 1993
Gertrude Lehrmann
GERTRUDE LEHRMANN
COUNTY CLERK, WASHINGTON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

NOV 17 1993
Gertrude Lehrmann
Gertrude Lehrmann, County Clerk
Washington County, Texas

VOL 776 PAGE 717

PROD 88 (REV 8/93)
PAID UP

OIL, GAS & MINERAL LEASE

THIS LEASE AGREEMENT is made effective the 11th day of November 2492, 19 94,

between BARRY LEE DUNCAN AND WIFE, BILLIE JO DUNCAN

as Lessor (whether one or more), whose address is Rt. 3, Box 742, Brenham, Texas 77833,

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 and No/100 Dollars ($ 10.00), 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 Washington County, Texas, to-wit:

10.721 acres of land, more or less, being out of James Schrier Survey, A-98, Washington County, Texas, and being that same tract of land described in Warranty Deed dated December 20, 1991, from Alex Meschewitz et al to Barry Lee Duncan et ux Billie Jo, recorded in Volume 661, Page 469, Deed Records, Washington 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 10.721 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 proporionate 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

TRI-72685

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, 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 AND MADE A PART HEREOF FOR ALL PURPOSES.

SS # AND/OR TAX ID #

X [redacted]

X [redacted]

LESSOR:

Barry Lee Duncan

BARRY LEE DUNCAN

Billie Jo Duncan

BILLIE JO DUNCAN

STATE OF TEXAS)
) ss.
COUNTY OF WASHINGTON)

This instrument was acknowledged before me this 30TH day of November, 19 94, by BARRY LEE DUNCAN AND WIFE, BILLIE JO DUNCAN.

Barbara A. Zewe
Notary Public

My Commission Expires:
07-08-96

BARBARA L. ZEWE
NOTARY PUBLIC
State of Texas
Comm. Exp. 07-08-96

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me this 30TH day of NOVEMBER, 19 94, by BARRY DUNCAN.

Barbara A. Zewe
Notary Public

My Commission Expires:
07-08-9

ADDENDUM

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED NOVEMBER 11, 1994, BY AND BETWEEN BARRY LEE DUNCAN AND WIFE, BILLIE JO DUNCAN, AS LESSOR AND UNION PACIFIC RESOURCES COMPANY, AS LESSEE

Notwithstanding any provision to the contrary in the foregoing Lease, it is understood and agreed by Lessor and Lessee that:

1) At the end of the primary term of this lease, each then producing well, producing oil and/or gas in paying quantities, shall hold acreage out of the leasehold estate here covered in units as permitted or prescribed by spacing rules of the Railroad Commission of the State of Texas. Any land not so held by production at the end of the primary term of this lease shall revert to Lessors free and clear of the terms of this lease, with the exception that in the event Lessee is, at the end of the primary term hereof, engaged in drilling or deepening a well on the land herein leased, then such entire lease shall remain in force and carried on, on such property, and such continuous drilling operations shall be construed to mean that no more than 120 days shall elapse between release of the drilling rig which is active on the land and the actual "spud in" date for the drilling or deepening of a subsequent well. When said primary term has expired, or if there is then in process drilling or deepening operations, then when such continuous drilling operations expire, the Lessee shall have 60 days time in which to execute and furnish to Lessors a recordable release of any land not so held under this lease. The provisions of this paragraph shall control in the event of conflict with the language of any other provision herein.

2) Should lessor suffer damage to livestock, water wells, fences, roads, personal property, buildings or other improvements, as a result of operations of Lessee under the lease, Lessee agrees to pay Lessor the actual amount of said loss. Lessee further agrees to fill and level all slush pits, so as to return the surface to its original condition, as nearly as practicable, within a reasonable length of time after the abandonment of the use of such pits, and, upon written request of Lessor, Lessee will construct and maintain fences surrounding such pits or other excavations sufficient to turn cattle until such pits or other excavations are so leveled.

3) The foregoing typewritten provisions shall supersede and govern the provisions in the printed text hereof, even when to the contrary or apparently to the contrary, and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

4) In the event operations are conducted on the herein leased premises, Lessee hereby agrees to obtain Lessor's express written consent as to a location which will be maintained a reasonable distance from Lessor's water well now located on the herein leased premises. Lessor agrees to not withhold the unreasonable consent for the location of any operations conducted hereunder.

SIGNED FOR IDENTIFICATION:

Barry Lee Duncan
BARRY LEE DUNCAN

Billie Jo Duncan
BILLIE JO DUNCAN

NAMES AND ADDRESSES OF ADJACENT MINERAL OWNERS

TRACT 1: 60.401 acres, Ervin H. Sommerfeld and Weda Preuss
Union Pacific Resources Company
P. O. Box 7
Fort Worth, Texas 76101

TRACT 2: 135.564 acres, Regina Skweres, Charles F. Skweres and Evely Kovar
Union Pacific Resources Company
P. O. Box 7
Fort Worth, Texas 76101

TRACT 3: 79.594 acres, Clamens Tiemann and wife, Ora Nell Tiemann
Union Pacific Resources Company
P. O. Box 7
Fort Worth, Texas 76101

TRACT 4: 23.696 acres, Bruno Bolcerek and Florian Bolcerek
Union Pacific Resources Company
P. O. Box 7
Fort Worth, Texas 76101

TRACT 5: 20.738 acres, Herbert P. Bender and wife, Judith Bender
Union Pacific Resources Company
P. O. Box 7
Fort Worth, Texas 76101

TRACT 6: 10.721 acres, Barry Lee Duncan and wife, Billie Jo Duncan
Union Pacific Resources Company
P. O. Box 7
Fort Worth, Texas 76101

WAIVER OF STATUTORY NOTICE

STATE OF TEXAS

COUNTY OF WASHINGTON

WHEREAS, Union Pacific Resources Company of Fort Worth, Texas, proposes to exercise its preferential right to lease certain lands underneath FM Road 332, Washington County, Texas and hereby waives the statutory notice of the intent of the State to lease of which it is entitled.

EXECUTED, this the 6th day of JANUARY, 1998.

UNION PACIFIC RESOURCES COMPANY

BY: Manning Reed
Manning Reed, Agent

VOL 730 PAGE 844

ASSIGNMENT OF OIL AND GAS LEASE

2584

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WASHINGTON

THAT, **WESTERN STATES LAND SERVICES, INC.**, whose address is 5949 Sherry Lane, Suite 755, Dallas, TX 75225, (hereinafter referred to as Assignor) for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby bargain, sell, transfer, convey and assign unto **UNION PACIFIC RESOURCES COMPANY**, whose address is 801 Cherry Street, Ft. Worth, TX 76102, (hereinafter referred to as Assignee), all of Assignor's right, title and interest in and to the following Oil, Gas and Mineral Lease(s) located in Washington County, Texas:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This assignment is made without warranty of title, either express or implied and shall be subject to any prior reservations or assignments.

IN WITNESS WHEREOF, this instrument is executed this 1ST day of FEBRUARY, 1994.

WESTERN STATES LAND SERVICES, INC.

BY: _____
Jeff Doumany
President

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 1ST day of FEBRUARY, 1994 by Jeff Doumany, President of Western States Land Services, Inc., a Texas Corporation, on behalf of said Corporation.

My Commission Expires:

GARY GARRISON
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-22-96

_____
Gary Garrison
Notary Public for the
State of Texas

VOL 730 PAGE 845

1.898

EXHIBIT "A"

	LESSOR	LESSEE	GROSS ACRES	SURVEY	LEASE DATE	RECORDED
TX1-60295(1)	Anderson, Edison Dale and wife Edith Eva Anderson	WESTERN STATES LAND SERVICES, INC.	58.692000	M. KEMSLEY, A-59	10-12-93	
TX1-60579(1)	Andrejczak, Anthony J. and wife Irene Andrejczak	WESTERN STATES LAND SERVICES, INC.	43.277000	M. KEMSLEY, A-59	10-25-93	
TX1-60138	Antkowiak, Julia	WESTERN STATES LAND SERVICES, INC.	148.320000	M. KEMSLEY, A-59	09-09-93	
TX1-60317	Baranowski, Max, Jr.; Clem Baranowski; Dorothy B. Antkowiak, et al	WESTERN STATES LAND SERVICES, INC.	28.116000	J. SCHRIER, A-96	09-21-93	
TX1-60296	Bender, Herbert P. and wife Judith	WESTERN STATES LAND SERVICES, INC.	20.738000	J. SCHRIER, A-96	10-13-93	
TX1-60218	Benkoski, Clarence and wife Bonnie Benkoski	WESTERN STATES LAND SERVICES, INC.	104.550000	ISAAC JACKSON, A-66	09-09-93	
TX1-60364	Boeker, Delbert and wife Terry Boeker, et al	WESTERN STATES LAND SERVICES, INC.	50.000000	M. KEMSLEY, A-59	10-20-93	
TX1-60110	Bolcerek, Bruno and Florian Bolcerek	WESTERN STATES LAND SERVICES, INC.	23.696000	J. SCHRIER, A-96	08-23-93	
TX1-60111	Bolcerek, Florian and Bruno Bolcerek	WESTERN STATES LAND SERVICES, INC.	124.670000	M. KEMSLEY, A-59	08-30-93	
TX1-60368	Bormann, Alvin P., Jr. and wife Lorene J. Bormann	WESTERN STATES LAND SERVICES, INC.	43.296000	S.M. WILLIAMS, A-110	10-18-93	
TX1-60299	Brauner, Alfred Richard and wife Joann Brauner	WESTERN STATES LAND SERVICES, INC.	.528000	PHILLIP COE, A-31	08-31-93	
TX1-60076	Brauner, Wenzel and wife Elaine	WESTERN STATES LAND SERVICES, INC.	58.812000	J. SCHRIER, A-96	09-01-93	
TX1-60134	Breneman, Marvin E. and wife Marelee Breneman	WESTERN STATES LAND SERVICES, INC.	55.790000	HENRY CHEVES, A-23	09-21-93	
TX1-60103	Bronikowski, Theodore Steve and wife Stella L. Bronikowski	WESTERN STATES LAND SERVICES, INC.	78.550000	GAIL BORDEN, A-14	08-31-93	

	LESSOR	LESSEE	GROSS ACRES	SURVEY	LEASE DATE	RECORDED
TX1-60140	Buerger, Charlie and wife Mildred L. Buerger	WESTERN STATES LAND SERVICES, INC.	23.277000	J. SCHRIER, A-98	08-25-93	
TX1-60312(1)	Buerger, Charlie and wife Mildred L. Buerger, et al	WESTERN STATES LAND SERVICES, INC.	63.494000	J. SCHRIER, A-98	09-09-93	
TX1-49365	Buerger, Charlie and wife, Mildred L. Buerger	WESTERN STATES LAND SERVICES, INC.	113.657000	J. SCHRIER, A-98	08-12-93	
TX1-61010	Caballero, Jose Manuel Valencia and wife Teodora Alacazar DeValencia	WESTERN STATES LAND SERVICES, INC.	149.900000	J. SCHRIER, A-98	10-28-93	
TX1-60061(2)	Callier, Samuel H. and wife Elsie R. Callier	WESTERN STATES LAND SERVICES, INC.	143.750000	J. SCHRIER, A-98	08-18-93	
TX1-60060(3)	Campbell, Pearl Swonke	WESTERN STATES LAND SERVICES, INC.	199.560000	P. & A. HOPE, A-62	08-24-93	
TX1-61009	Cormack, Patrick and wife Beatriz M. Cormack	WESTERN STATES LAND SERVICES, INC.	28.387000	J. SCHRIER, A-98	10-19-93	
TX1-60308	Dreyer, Marilyn and husband Glynn E. Dreyer	WESTERN STATES LAND SERVICES, INC.	47.000000	M. KEKSLEY, A-59	10-07-93	
TX1-60307	Dusek, Henry Jr. and wife Elda	WESTERN STATES LAND SERVICES, INC.	55.500000	M. KEKSLEY, A-59	10-07-93	
TX1-60142	Dusek, Lynn Oldrich and wife LaVerna Dusek	WESTERN STATES LAND SERVICES, INC.	102.399000	M. KEKSLEY, A-59	09-16-93	
TX1-60139	English, Kenton Hardine and Mary Ann English	WESTERN STATES LAND SERVICES, INC.	38.640000	HENRY CHEVES, A-23	09-24-93	
TX1-60584(1)	Erculaini Interbau Luzern AG. Inc., by A-I-F Umberto Enrico Erculiani	WESTERN STATES LAND SERVICES, INC.	354.198000	J. SCHRIER, A-98	10-20-93	
TX1-60065	Follis, Tilton R. and wife Ruth L. Follis	WESTERN STATES LAND SERVICES, INC.	99.913000	WILLIAM PRYOR, A-95	09-09-93	
TX1-60369	Forman, Jonell and husband Gerald D. Forman	WESTERN STATES LAND SERVICES, INC.	36.380000	J. SCHRIER, A-98	10-15-93	
TX1-60506(3)	Fritz, Annie Marie	WESTERN STATES LAND SERVICES, INC.	18.755000	J. SCHRIER, A-98	10-22-93	
TX1-60506(1)	Fritz, Eugene and wife Ruth Carol Fritz	WESTERN STATES LAND SERVICES, INC.	18.755000	J. SCHRIER, A-98	10-22-93	

VOL 730 PAGE 846

730 PAGE 847

VOL

	LESSOR	LESSEE	GROSS ACRES	SURVEY	LEASE DATE	RECORDED
TX1-60219	Gall, Annie M.	WESTERN STATES LAND SERVICES, INC.	112.671000	ISAAC JACKSON, A-66	09-21-93	
TX1-49364	Goodlett, Betty	WESTERN STATES LAND SERVICES, INC.	102.820000	P. & A. HOPE, A-62	08-18-93	
TX1-49363	Goodlett, Richard S. and wife Dorothy Goodlett	WESTERN STATES LAND SERVICES, INC.	2.000000	P. & A. HOPE, A-62	08-18-93	
TX1-60584	Heineman, Willie, Jr. and wife Betty Heineman	WESTERN STATES LAND SERVICES, INC.	73.436000	I. JAMEISON, A-67	10-12-93	
TX1-60104(1)	Hermann, John A. and wife Patsy J. Hermann	WESTERN STATES LAND SERVICES, INC.	47.065000	P. & A. HOPE, A-62	09-02-93	
TX1-60731	Herzog, Allan W. and wife Jane F. Herzog	WESTERN STATES LAND SERVICES, INC.	112.051000	H. KEMSLEY, A-59	09-09-93	
TX1-60594(2)	Hinze, Billy Ray and wife Edith Hinze	WESTERN STATES LAND SERVICES, INC.	57.858000	H. KEMSLEY, A-59	09-28-93	
TX1-60701	Hodde, A. A.	WESTERN STATES LAND SERVICES, INC.	34.571800	JAMES WALKER, A-106; A. HARRINGTON, A-55	11-01-93	
TX1-60702	Hodde, A. A.	WESTERN STATES LAND SERVICES, INC.	316.059000	J. SCHRIER, A-98	11-01-93	
TX1-60732	Holle, Ronald C. and wife Dorothy Ann Holle	WESTERN STATES LAND SERVICES, INC.	105.934000	J. SCHRIER, A-98	09-20-93	
TX1-60304	Hopes, Ollie; Mary Guyton and Ethel Fielder	WESTERN STATES LAND SERVICES, INC.	26.000000	JAMES WALKER, A-106	10-12-93	
TX1-60107(1)	Houston, Stephen Haywood and his wife Janet Jacobs Houston	WESTERN STATES LAND SERVICES, INC.	61.909000	JOHN COLE, A-32	08-18-93	
TX1-60063	Hueske, Arthur and wife Shirley A. Hueske	WESTERN STATES LAND SERVICES, INC.	25.000000	J. SCHRIER, A-98	08-25-93	
TX1-60066	Hueske, Hildegard	WESTERN STATES LAND SERVICES, INC.	26.500000	J. SCHRIER, A-98	08-25-93	
TX1-60064	Hueske, Jamie Marie	WESTERN STATES LAND SERVICES, INC.	3.000000	J. SCHRIER, A-98	08-25-93	
TX1-60108	Hueske, Jason E. and wife Julieanne J. Hueske	WESTERN STATES LAND SERVICES, INC.	3.000000	J. SCHRIER, A-98	08-25-93	
TX1-60320	Ingram, Marya McLean	WESTERN STATES LAND SERVICES, INC.	57.510000	J. SCHRIER, A-98	09-04-93	

	LESSOR	LESSEE	GROSS ACRES	SURVEY	LEASE DATE	RECORDED
TX1-60509	Januszewski, Albin R. and wife Angeline M. Januszewski	WESTERN STATES LAND SERVICES, INC.	32.221000	M. KEMSLEY, A-59	09-27-93	
TX1-60314	Januszewski, Stanley A., et ux	WESTERN STATES LAND SERVICES, INC.	15.426000	M. KEMSLEY, A-59	09-27-93	
TX1-60502	Jares, Richard P. and wife Jerry Frances Jares	WESTERN STATES LAND SERVICES, INC.	66.559000	S.M. WILLIAMS, A-110	10-18-93	
TX1-60499	Kitowski, Albert, Jr.; Dorothy Marie Kitowski; Florence Kenjura, et al	WESTERN STATES LAND SERVICES, INC.	128.400000	M. KEMSLEY, A-59	09-27-93	
TX1-60215	Klump, Raymond L. and wife Esther Klump	WESTERN STATES LAND SERVICES, INC.	74.850000	M. KEMSLEY, A-59	09-22-93	
TX1-60594(1)	Koehn, Michael and wife Elaine Koehn	WESTERN STATES LAND SERVICES, INC.	57.858000	M. KEMSLEY, A-59	09-28-93	
TX1-60319	Kramer, Viola	WESTERN STATES LAND SERVICES, INC.	69.390000	M. KEMSLEY, A-59	10-06-93	
TX1-60500(1)	Lamb, Brian D.; Alan E. Lamb; Sharon Gayle Lamb; Carol Jean Durio, et al	WESTERN STATES LAND SERVICES, INC.	217.176000	J. SCHRIER, A-98	10-20-93	
TX1-60297	Lane, Jean Ann Larson	WESTERN STATES LAND SERVICES, INC.	41.000000	HENRY CHEVES, A-23	10-07-93	
TX1-60506(2)	Lauter, Mary Lee	WESTERN STATES LAND SERVICES, INC.	18.755000	J. SCHRIER, A-98	10-22-93	
TX1-60507	Lowe, David M. and wife Nana Booker Lowe	WESTERN STATES LAND SERVICES, INC.	191.697000	M. KEMSLEY, A-59; HENRY CHEVES, A-23	10-18-93	
TX1-60312	Mascheck, Verlyn Faye and husband Royce Mascheck, et al	WESTERN STATES LAND SERVICES, INC.	102.399000	M. KEMSLEY, A-59	09-16-93	
TX1-60105	McGraw, Thomas E. Individually & Trustee	WESTERN STATES LAND SERVICES, INC.	56.830000	J. SCHRIER, A-98	08-26-93	
TX1-61263(1)	McNeese, Dr. Margaret Carter and Thomas Dwyer McNeese	WESTERN STATES LAND SERVICES, INC.	397.873000	J. SCHRIER, A-98; M. KEMSLEY, A-59; I. JAMEISON, A-67	12-10-93	
TX1-60597	Meinecke, Melvin L. and wife Lucille I. Meinecke	WESTERN STATES LAND SERVICES, INC.	77.033000	HENRY CHEVES, A-23	10-27-93	
TX1-60315(2)	Meyer, Hughes and wife Bertha Meyer	WESTERN STATES LAND SERVICES, INC.	69.464000	HENRY CHEVES, A-23; M. KEMSLEY, A-59	08-27-93	

VOL 730 PAGE 848

VOL 730 PAGE 849

	LESSOR	LESSEE	GROSS ACRES	SURVEY	LEASE DATE	RECORDED
TX1-60115	Mueller, Kirby and wife Darcille Mueller	WESTERN STATES LAND SERVICES, INC.	65.900000	KENRY CHEVES, A-23	09-10-93	
TX1-60365	Muraki Family Living Trust, Martha Muraki, Trustee	WESTERN STATES LAND SERVICES, INC.	65.750000	P.& A. Hope, A-62	10-27-93	
TX1-60306	Muraki, Dawn Dee	WESTERN STATES LAND SERVICES, INC.	94.500000	JAMES WALKER, A-106	10-12-93	
TX1-60313(1)	Muraki, Dolores	WESTERN STATES LAND SERVICES, INC.	99.586000	ISAAC JACKSON, A-66	10-18-93	
TX1-60305	Muraki, Dolores	WESTERN STATES LAND SERVICES, INC.	110.222000	JAMES WALKER, A-106	09-27-93	
TX1-60070	Mordt, Anne Mae	WESTERN STATES LAND SERVICES, INC.	56.726000	J. SCHRIER, A-98	08-20-93	
TX1-60067	Mordt, Arthur Lee and wife Debra Jean Mordt	WESTERN STATES LAND SERVICES, INC.	14.344000	J. SCHRIER, A-98	08-20-93	
TX1-60143	Penkert, Ed H. and wife Velma Penkert	WESTERN STATES LAND SERVICES, INC.	127.869000	GAIL BORDEN, A-14	08-31-93	
TX1-60316	Plummer, A. O., Individually & Exec & Trustee of Betty C. Plummer	WESTERN STATES LAND SERVICES, INC.	57.056000	J. SCHRIER, A-98	09-27-93	
TX1-60061(1)	Randle, Daniel B. and wife Gwendolyn F. Randle	WESTERN STATES LAND SERVICES, INC.	138.602000	J. SCHRIER, A-98	08-18-93	
TX1-60061(4)	Randle, Felix S. and wife Evelena Randle	WESTERN STATES LAND SERVICES, INC.	157.602000	J. SCHRIER, A-98	08-18-93	
TX1-60061(3)	Randle, Stephen B. and Felix Randle, Sr.	WESTERN STATES LAND SERVICES, INC.	148.602000	J. SCHRIER, A-98	08-18-93	
TX1-60137(3)	Rinn, Ellen Drews	WESTERN STATES LAND SERVICES, INC.	90.856000	KENRY CHEVES, A-23	09-28-93	
TX1-60137(1)	Ross, Joseph C. and wife Felicita F. Ross	WESTERN STATES LAND SERVICES, INC.	45.000000	KENRY CHEVES, A-23	09-23-93	
TX1-60137(2)	Ross, Stephen David and Karen M. Ross	WESTERN STATES LAND SERVICES, INC.	41.856000	KENRY CHEVES, A-23	09-23-93	
TX1-60069	Rubenstein, Adella Individually & AIF et al	WESTERN STATES LAND SERVICES, INC.	105.977000	PHILLIP COE, A-31	08-23-93	
TX1-60301	Schawe, Mary Louise	WESTERN STATES LAND SERVICES, INC.	.830000	JAMES WALKER, A-106	09-25-93	

	LESSOR	LESSEE	GROSS ACRES	SURVEY	LEASE DATE	RECORDED
TX1-60300(1)	Schawe, E. B.	WESTERN STATES LAND SERVICES, INC.	73.234000	JAMES WALKER, A-106	09-25-93	
TX1-60303	Schawe, William M.	WESTERN STATES LAND SERVICES, INC.	9.822000	JAMES WALKER, A-106	09-25-93	
TX1-60302	Schawe, Willie M. Individually and AIF for Elsie Schawe	WESTERN STATES LAND SERVICES, INC.	39.500000	JAMES WALKER, A-106	09-25-93	
TX1-60109	Schramme, Louise et al	WESTERN STATES LAND SERVICES, INC.	65.370000	P. & A. HOPE, A-62	08-19-93	
TX1-60216	Schroeder, Amelia, Joyce	WESTERN STATES LAND SERVICES, INC.	78.348000	PHILLIP COE, A-31	09-14-93	
	Nelson , et al	WESTERN STATES LAND SERVICES, INC.				
TX1-60117	Schulze, Burdine F. and husband Burnie Schulze	WESTERN STATES LAND SERVICES, INC.	42.326000	HENRY CHEVES, A-23	09-10-93	
TX1-49361(1)	Schulze, Gennie D.	WESTERN STATES LAND SERVICES, INC.	31.980000	P. & A. HOPE, A-62	08-26-93	
TX1-60298	Seidel, Fred W. and wife Blanche; Dorothy S. Meacham, et al.	WESTERN STATES LAND SERVICES, INC.	223.974000	PHILLIP COE, A-31; J. SCHRIER, A-98	10-12-93	
TX1-60062	Sherrouse, L. P. and wife Katherine Sherrouse	WESTERN STATES LAND SERVICES, INC.	189.330000	JOSIAH LESTER, A-79	09-08-93	
TX1-60576	Skweres, Charles F. and wife Joyce A. Skweres	WESTERN STATES LAND SERVICES, INC.	3.221000	S.M. WILLIAMS, A-110	10-20-93	
TX1-60574	Skweres, Regina, widow; Charles F. Skweres and Evelyn Kolar	WESTERN STATES LAND SERVICES, INC.	135.564000	S.M. WILLIAMS, A-110	10-20-93	
TX1-60593	Sledge, Earl W. and wife Patricia B. Sledge	WESTERN STATES LAND SERVICES, INC.	50.787000	WILLIAM PRYOR, A-95	09-16-93	
TX1-60212	Soltis, Wanda S.	WESTERN STATES LAND SERVICES, INC.	164.022000	ISAAC JACKSON, A-66 - W/ONLY	09-24-93	
TX1-60372	Sommerfeld, Erwin and Weda Preuss	WESTERN STATES LAND SERVICES, INC.	60.401000	S. M. WILLIAMS, A-110	10-20-93	
TX1-60371	Sommerfeld, Erwin M.	WESTERN STATES LAND SERVICES, INC.	19.517000	J. SCHRIER, A-98	10-20-93	
TX1-49362	Spitzer, Arnie and wife Ruth Spitzer	WESTERN STATES LAND SERVICES, INC.	42.253000	P. & A. HOPE, A-62	08-18-93	

VOL 730 PAGE 850

VOL 730 PAGE 851

	LESSOR	LESSEE	GROSS ACRES	SURVEY	LEASE DATE	RECORDED
TXI-60587	Steen, Ruth	WESTERN STATES LAND SERVICES, INC.	19.600000	I. JAMEISON, A-67	10-20-93	
TXI-61262	Steen, Ruth; Gary Steen; Russell Steen and Nathan Steen	WESTERN STATES LAND SERVICES, INC.	40.500000	WILLIAM FRYOR, A-95	10-28-93	
TXI-60361(1)	Stolz, LaVerna, Indv. & Co-exec, et al	WESTERN STATES LAND SERVICES, INC.	512.943000	JAMES WALKER, A-106; ISAAC JACKSON, A-66.	10-20-93	
TXI-60059	Swonke, David Anthony	WESTERN STATES LAND SERVICES, INC.	34.376000	P. & A. HOPE, A-62	08-11-93	
TXI-60060(1)	Swonke, David Anthony	WESTERN STATES LAND SERVICES, INC.	199.560000	P. & A. HOPE, A-62	08-24-93	
TXI-60060(2)	Swonke, Eugene and wife Eleanor R. Swonke	WESTERN STATES LAND SERVICES, INC.	199.560000	P. & A. HOPE, A-62	08-24-93	
TXI-60220	Tatum, Robert M. and wife Lucille G. Tatum	WESTERN STATES LAND SERVICES, INC.	50.634000	HENRY CHEVES, A-23	08-30-93	
TXI-60591(1)	Thomas, Linda K.	WESTERN STATES LAND SERVICES, INC.	36.134000	HENRY CHEVES, A-23	10-19-93	
TXI-60315(1)	Thompson, Valarie Meyer	WESTERN STATES LAND SERVICES, INC.	27.732000	HENRY CHEVES, A-23	08-27-93	
TXI-49366(1)	Tiemann, Clemens and wife Ora Nell Tiemann	WESTERN STATES LAND SERVICES, INC.	440.028000	J. SCHRIER, A-98 & M. KEMSLEY, A-59	08-12-93	
TXI-49361(2)	Voskamp, Richard L. and wife Dixie R. Voskamp	WESTERN STATES LAND SERVICES, INC.	31.980000	P. & A. HOPE, A-62	09-01-93	
TXI-60106	Wehmeyer, Calvin A. and wife Dorothy Lee Wehmeyer	WESTERN STATES LAND SERVICES, INC.	55.039000	J. SCHRIER, A-98	09-04-93	
TXI-60135	Weiss, Gilbert O. and wife Pearlie Drews Weiss	WESTERN STATES LAND SERVICES, INC.	105.856000	HENRY CHEVES, A-23	09-22-93	
TXI-60295(2)	Weiss, Helen L.	WESTERN STATES LAND SERVICES, INC.	58.692000	M. KEMSLEY, A-59	10-14-93	
TXI-60370	Wesneski, Clara Individually & Exec. of B.J. Wesneski Estate	WESTERN STATES LAND SERVICES, INC.	31.221000	M. KEMSLEY, A-59	09-27-93	
TXI-60318	Wesneski, Harold C. and wife Natalie A. Wesneski	WESTERN STATES LAND SERVICES, INC.	54.121000	M. KEMSLEY, A-59	09-17-93	
TXI-60058	Whitmore, Frank C.	WESTERN STATES LAND SERVICES, INC.	31.814000	J. SCHRIER, A-98	08-26-93	

	LESSOR	LESSEE	GROSS ACRES	SURVEY	LEASE DATE	RECORDED
TXI-60294(1)	Wilson, Connie	WESTERN STATES LAND SERVICES, INC.	47.250000	I. JAMEISON, A-67	09-24-93	
TXI-60294(2)	Wilson, Edwin	WESTERN STATES LAND SERVICES, INC.	47.250000	I. JAMEISON, A-67	09-15-93	
TXI-60294(3)	Wilson, Lonnie	WESTERN STATES LAND SERVICES, INC.	47.250000	ISSAC JAMEISON, A-67	09-24-93	
TXI-60309(1)	Woods, Roy	WESTERN STATES LAND SERVICES, INC.	56.363000	M. KERSLEY, A-59	09-23-93	
TXI-60596	Zbranek, Mildred; Troy Zbranek & Todd Zbranek	WESTERN STATES LAND SERVICES, INC.	34.900000	HENRY CHEVES, A-23	10-27-93	

VOL 730 PAGE 852

FILED
APR 11 1994
GERTRUDE LEHRMANN
COUNTY CLERK, WASHINGTON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

APR 20 1994

Gertrude Lehrmann, County Clerk
Washington County, Texas

AFFIDAVIT OF FACT

STATE OF TEXAS

COUNTY OF WASHINGTON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Manning Reed, to me well known to be a credible person, and who, after being by me duly sworn, on his oath did state:

I have been advised by Union Pacific Resources Company that the following mineral owners received the following consideration for their respective oil and gas leases, being:

Lessor:	Ervin H. Sommerfeld Weda Preuss
Lessee:	Western States Land Services, Inc.
Bonus per acre:	$65.00
Rental per acre:	Paid-up lease
Term:	Five (5) years from October 20, 1993
Royalty:	1/6
Recorded:	Volume 717, Page 762

Lessor:	Regina Skweres Charles F. Skweres Evelyn Kovar
Lessee:	Western States Land Services, Inc.
Bonus per acre:	$65.00
Rental per acre:	Paid-up lease
Term:	Five (5) years from October 20, 1993
Royalty:	1/6
Recorded:	Volume 719, Page 507

Lessor:	Clamens Tiemann and wife, Ora Nell Tiemann
Lessee:	Western States Land Services, Inc.
Bonus per acre:	$65.00
Rental per acre:	Paid-up lease
Term:	Five (5) years from August 12, 1993
Royalty:	1/6
Recorded:	Volume 715, Page 484

Lessor:	Bruno Bolcerek and Florian Bolcerek
Lessee:	Western States Land Services, Inc.
Bonus per acre:	$65.00
Rental per acre:	Paid-up lease
Term:	Five (5) years from August 30, 1993
Royalty:	1/6
Recorded:	Volume 715, Page 501

Lessor:	Herbert P. Bender and wife, Judith Bender
Lessee:	Western States Land Services, Inc.
Bonus per acre:	$65.00
Rental per acre:	Paid-up lease
Term:	Five (5) years from October 13, 1993
Royalty:	1/6
Recorded:	Volume 715, Page 395

Lessor:	Barry Lee Duncan and wife, Billie Jo Duncan
Lessee:	Union Pacific Resources Company
Bonus per acre:	$100.00
Rental per acre:	Paid-up lease
Term:	Five (5) years from November 11, 1994
Royalty:	1/6
Recorded:	Volume 776, Page 717

END OF STATEMENT.

Manning Reed

MANNING REED, Agent for Union Pacific Resources Company

SUBSCRIBED AND SWORN TO BEFORE ME, this 7th day of JANUARY, 1998.

VERNA LAMMERS
MY COMMISSION EXPIRES
September 8, 2001

Verna Lammers
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me, this 7th day of JANUARY, 1998, by Manning Reed.

VERNA LAMMERS
MY COMMISSION EXPIRES
September 8, 2001

Verna Lammers
Notary Public, State of Texas

JONES & ZWIENER, INC.
PROFESSIONAL LAND SERVICES
1300 MAIN STREET, SUITE 1920
HOUSTON, TEXAS 77002-6813

TEL (713) 650-0903
FAX (713) 650 3547

LANDMAN'S STATEMENT

In connection with the preparation of certain Oil and Gas Leases for my client, Union Pacific Recources Company, I have reviewed the following deeds: A Deed dated (1) February 26, 1926 from O. H. Sommerfeld and E. Sommerfeld to Washington County, Texas, recorded in Volume 91, Page 73 of the Deed Records of Washington County, Texas. A Deed dated (2) February 16, 1926 from Sylvester Skweres and Fletcher Skweres to Washington County, Texas, recorded in Volume 91, Page 231 of the Deed Records of Washington County, Texas. A Deed dated (3) June 27, 1927 from Henry Priesmeyer to Washington County, Texas, recorded in Volume 91, Page 181 of the Deed Records of Washington County, Texas. A Deed dated (4) February 16, 1926 from C. A. Lipscomb and Bettie Lipscomb to Washington County, Texas, recorded in Volume 91, Page 154 of the Deed Records of Washington County, Texas. A Deed dated (5) September 1, 1927 from Lee Meschivitz and Ad. Meschivitz to Washington County, Texas, recorded in Volume 91, Page 170 of the Deed Records of Washington County, Texas.

The Deeds listed above have identical granting clauses which in my opinion unequivocally grant and convey to Washington County, Texas, a fee simple interest in the property. Therefore, based on my review of the Deeds, it appears that fee simple title to the surface and mineral estate of the property is vested in Washington County, Texas, by virtue of said Deeds.

END OF STATEMENT.

Manning Reed

Manning Reed, CPL

DEED: R. E. MAKOWSKY TO WASHINGTON COUNTY.

THE STATE OF TEXAS }
COUNTY OF WASHINGTON }

WHEREAS, Washington County, Texas, is desirous of constructing an improved road leading from New Year's Creek through Independence known as the Independence Road; and,

WHEREAS, it is desired by said county to construct said road through and upon certain land now owned by me and to include in said road of the right-of-way therefor that part of such land so owned by me, viz:

A strip of land 35 ft. on each side of the center line thru my place, south of Wm. Meyers place, as per plans & survey made by the County Engr; and,

WHEREAS, it is thought by me that the construction, of said road upon that part of my land above described would increase the value of my property; therefore,

KNOW ALL MEN BY THESE PRESENTS: That R. E. Makovosky of the County of Washington and the State of Texas, in consideration of the prospective increase in the value of my property by the construction of said road, and for the further consideration of the sum of $1.00 to me in hand paid by said county, the receipt of which is here by acknowledged; have Granted, Sold, and Conveyed, and by these presents do Grant, Sell, and Convey unto Washington County, Texas, all of the land hereinabove described.

TO HAVE AND TO HOLD the above described land, together with all and singular, the rights and appurtenances thereto in anywise belonging unto said Washington County, Texas, forever.

It is expressly agreed and understood, however, that shoudl said road not be constructed over and upon the land hereinabove described, this conveyance shall, become null and void, and the title to said land shall revert to me or my heirs or assigns.

Witness our hands this is the 25 day of Sept. A. D. 1924.

R. E. Makowsky.

THE STATE OF TEXAS }
COUNTY OF WASHINGTON } Before me, the undersigned authority, on this day personally appeared R. E. Makowsky known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 25 day of September, A. D. 1924.

(Seal) G. A. Bracher. Deputy Dist. Clerk, Washington County.

Filed for record at 8 o'clock A. M. Apr. 27, 1929. C. B. Thompson CCCWC.

Recorded at 8:50 o'clock A. M. Apr. 27, 1929. By [signature] Deputy.

***** **********

DEED: ADOLPH MECHIVITZ. TO WASHINGTON COUNTY.

THE STATE OF TEXAS }
COUNTY OF WASHINGTON }

WHEREAS, Washington County, Texas, is desirous of construction an improved road leading from Brenham-to Wesley known as the Brenham-Wesley Road.

WHEREAS, it is desired by said County to construct said road through and upon certain land now owned by us and to include in said road, or the right-of-way therefor, that part of such land so owned by us viz:

A strip of land along the South side of our place (The Otto Zander place on Mill Crk) of such a width that there will be 40 ft. between the center line and our Sath line, This holds between sta. 321 / 70 to Sta. 335 / 50. The said strip of land being in Wash. Co. in the James Sehrur Lea., Texas. Wood is reserved.

WHEREAS, it is thought by us that the construction of said road upon that part of our land

hereinabove described would increase the value of our property; therefore,

KNOW ALL MEN BY THESE PRESENTS: That Adolph & Teo Meschivitz of the County of Washington and the State of Texas, in consideration of the prospective increase in the value of our property by the construction of said road, and for the further consideration of the sum of $1.00 to me in hand paid by said County, the receipt of which is hereby acknowledged, have Granted, Sold, and Conveyed, and by these presents do Grant, Sell, and Convey unto Washington County, Texas, all of the land hereinabove described.

TO HAVE AND TO HOLD the above described land, together with all and singular the rights and appurtenances thereto in anywise belonging unto Washington County, Texas, forever.

It is expressly agreed and understood, however, that should said road hot be constructed over and upon the land hereinabove described, this conveyance shall becomenull and void, and the title to said land shall revert to us or our heirs or assigns.

Witness our hands this the 1 day of Sept. A. D. 1927.

Lee Meschivitz.
Ad. Meschivitz.

THE STATE OF TEXAS)
COUNTY OF WASHINGTON) Before me, the undersigned authority, on this day personally appeared Lee Meschivitz & Adolph Meschivitz, known to me to the persons whose names subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 1 day of Sept. A. D. 1927.

(Seal)

C. B. Thompson, County Clerk,
Washington County, Texas.

Filed for record at 8 o'clock A. M. Apr. 27, 1929. C. B. Thompson CCCWC.

Recorded at 9 o'clock A. M. Apr. 27, 1929. By [signature] Deputy.

****

DEED: EMILE MUEHBRAD TO WASHINGTON COUNTY.

THE STATE OF TEXAS)
COUNTY OF WASHINGTON)

WHEREAS, Washington County, Texas, is desirous of constructing an improved road leading from Greenvine to Burton known as the Burton-Greenvine Rd.

WHEREAS, it is desired by said county to construct said road through and upon certain land now owned by us and to include in said road or the right-of-way therefor that part of such land so owned by us. viz:

A strip of land along the east side of my place approx. 2 miles S. of Burton, of such a width that there will be 35 ft. between my east line, and the center line of the Burton Greenvine Rd. as surveyed, by the County Engr.

WHEREAS, it is thought by me that the construction of said road upon that part of my land above described would increase the value of my property; therefore,

KNOW ALL MEN BY THESE PRESENTS: That Emile Muehbrad, of the County of Washington and the State of Texas, in consideration of the prospective increase in the value of my property by the construction of said road, and for the further consideration of the sum of $1.00 to me in hand paid by said county, the receipt of which is hereby acknowledged; have Granted, Sold and Conveyed and by these presents do Grant, Sell, and Convey unto Washington County, Texas, all of the land hereinabove described.

TO HAVE AND TO HOLD the above describedland, together with all and singular, the rights and appurtenances thereto in anywise belonging unto said Washington County, Texas, forever.

It is expressly agreed and understood, however, that should said road not be constructed over and abovethe land hereinabove described, this conveyance shall become null and void and the title to said land shall revert to me or my heirs or assigns.

THE STATE OF TEXAS)
COUNTY OF WASHINGTON) Before me, the undersigned authority, on this day personally appeared C. A. Lipscomb known to me to be the person whose name ___subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 16 day of February A. D. 1926.

(Seal)

G. A. Bracher. Deputy Dist. Clerk,
Washington County, Texas.

THE STATE OF TEXAS)
COUNTY OF WASHINGTON) Before me, the undersigned authority, on this day personally appeared Bettie Lipscomb, 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 explained to her, she, the said Bettie Lipscomb, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpises and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 16 day of February A. D. 1926.

(Seal)

G. A. Bracher. Deputy Dist. Clerk,
Washington County,

Filed for record at 8 o'clock A. M. Apr. 23, 1929. C. B. Thompson CCCWC.

Recorded at 3:10 o'clock P. M. Apr. 23, 1929. By [signature] Deputy.

****

DEED: C. A. LIPSCOMB TO WASHINGTON COUNTY.

THE STATE OF TEXAS)
COUNTY OF WASHINGTON)

Whereas, Washington County, Texas, is desirous of constructing an improved road leading from Brenham through said county from Brenham to Wesley known as the Wesley Road; and

Whereas, it it desired by said county to construct said road through and upon certain land now owned by me and to include in said road or the right-of-way therefor that part of such land so owned by me viz:

A strip of land thru my place on Mill Crk on Wesley Rd. 60 ft. on each side of the center line of the Wesley road as surveyed out by Co.Eng'r. G. A. Bracher from Sta. 357 + 70 to 370 + 50 on plans of said survey thru Mill Crk. It is further understood & agreed that Wash. County has the right to go out 100 ft. on South side of the above right of way lines to get additional dirt needed to build the road. The Counth has the right to get this dirt any time it finds if necessary to build theroad;

Whereas, it is thought by me that the construction of said road upon that part of my land above described would increase the value of ___property; therefore,

KNOW ALL MEN BY THESE PRESENTS: That C. A. Lipscomb of the County of Washington and the State of Texas, in consideration of the prospective increase in the value of my property by the construction of said road, and for the further consideration of the sum of $1.00 to me in hand paid by said county, the receipt of which is hereby acknowledged; have Granted, Sold, and Conveyed, and by these presents do Grant, Sell, and Convey unto Washington County, Texas, all of the land hereinabove described.

TO HAVE AND TO HOLD the above described land, together with all and singular, the rights and appurtenances thereto in anywise belonging unto said Washington County, Texas, forever.

It is expressly agreed and understood, however, that should said road not be constructed over and upon the land hereinabove described, this conveyance shall become null and void and the title to said land shall revert to me or my heirs or assigns.

Witness my hand, this the 16 day of February 1926.

91/154 DR

C. A. Lipscomb.
Bettie Lipscomb.

THE STATE OF TEXAS)
COUNTY OF WASHINGTON) Before me, the undersigned authority, on this day personally appeared C. A. Lipscomb known to me to be the person whose name __ subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 16 day of February A. D. 1926.

G. A. Bracher Deputy Dist. Clerk, Washington County.

(Seal)

THE STATE OF TEXAS)
COUNTYOF WASHINGTON) Before me, the undersigned authority, on this day personally appeared Bettie Lipscomb wife of C. A. Lipscomb 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 explained to her, she, the said Bettie Lipscomb, 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 16 day of FebruaryA. D.1926.

[Seal)

G. A. Bracher. Deputy Dist. Clerk Washington County, Texas.

Filed for record at 8 o'clock A. M. Apr. 23, 1929. C. B. Thompson CCCWC.

Recorded at 3:35 o'clock P. M. Apr. 23, 1929. By [signature] Deputy.

********** **********

DEED: H. W. LIGHT TO WASHINGTON COUNTY.

THE STATE OF TEXAS)
COUNTY OF WASHINGTON)

WHEREAS, Washington County, Texas, is desirous of constructing an improved road leading from Brenham to Latium, known as the Brenham, Latium Road; and,

WHEREAS, it is desired by said County to construct said road through and upon certain land now owned by us and to include in said road of the right-of-way therefor that part of such land so owned by us viz:

A strip of land along the South side of my 101 3/4 Acre place bordering the said road (said place is the 101 3/4 acre place bought fr. A. Hodde) of such width that there will be 40 ft. between my South line and the E of the said road.

WHEREAS, it is thought by us that the construction of said road upon that part of our land land here inabove described would increase the value of our property; therefore,

KNOW ALL MEN BY THESE PRESENTS: THAT H. W. Light & Celia Light of the County of Washington and the State of Texas, in consideration of the prospective increase in the value of my property by the construction of said road, and for the further consideration of the sum of $1.00 to me in my hand paid by said County, the receipt of which is hereby acknowledged; have Granted, Sold, and Conveyed, and by these presents do Grant, Sell, and Convey unto Washington County, Texas, all of the land hereinabove described.

TO HAVE AND TO HOLD the above described land, together with all and singular the rights and appurtenances thereto in anywhe belonging unto said Washington County, Texas, forever.

It is expressly agreed and understood, however, that should said road not be constructed over and upon the land hereinabove described, this conveyance shall become null and void and the title to said land shall revert to us or our heirs or assigns.

Witness our hands this the 2 day of April A. D. 1927.

H. W. Light.
Celia Light,

A strip of land along the South side of my place on said road of such a width that there will be 40 ft. between my south line and the C of the said road said C that will be run out by the Co. Engr.

WHEREAS, it is thought by us that the construction of said road upon that part of our land hereinabove described would increase the value of our property; therefore,

KNOW ALL MEN BY THESE PRESENTS: That Ewald Petrich of the County of Washington and the State of Texas, in consideration of the prospective increase in the value of my property by the construction of said road, and for the further consideration of the sum of $1.00 to me in hand paid by said County, the receipt of which is hereby acknowledged; have Granted, Sold, and Conveyed, and by these presents do Grant, Sell, and Convey unto Washington County, Texas, all of the land hereinabove described.

TO HAVE AND TO HOLD the above described land, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Washington County, Texas, forever.

It is expressly agreed and understood, however, that should said road not be constructed over and upon the land hereinabove described, this conveyance shall become null and void and the title to said land shall revert to __or __heirs or assigns.

Witness our hands this the 2 day of April A. D. 1927.

Ewald Petrich.

THE STATE OF TEXAS)
)
COUNTY OF WASHINGTON) Before me, the undersigned authority, on this day personally appeared Ewald Petrich known to me to be the person whose name __subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 2nd day of April A. D. 1927.

G. A. Bracher. Deputy Dist. Clerk
Washington County, Texas.

(Seal)

Filed for record at 8 o'clock A. M. Apr. 27, 1929. C. B. Thompson CCCWC.

Recorded at 1:55 P. M. Apr. 27, 1929. By Deputy.

****

DEED: HY. PRIESMEYER TO WASHINGTON COUNTY.

THE STATE OF TEXAS)
)
COUNTY OF WASHINGTON)

WHEREAS, Washington County, Texas, is desirous of constructing an improved road leading from Brenham to Wesley known as the Brenham Wesley Road.

WHEREAS, it is desired by said County to construct said road through and upon certain land now owned by M and to include in said road or the right-of-way therefor that part of such land so owned by M viz:

A strip of land along the South side of the above road so that there will be 60 feet between the center line of above road and my North fence line from Station 370 + 20 to 379 + 68 as surveyed by Co. Engr.

WHEREAS, it is thought by me that the construction of said road upon that part of my land hereinabove described would increase the value of my property; therefore,

KNOW ALL MEN BY THESE PRESENTS: That Henry Priesmeyer of the County of Washington and the State of Texas, in consideration of theprospective increase in the value of my property by the construction of said road, and for the further consideration of the sum of $1.00 to me in hand paid by said County, the receipt of which is hereby acknowledged, have Granted, Sold, and Convey and by these presents do Grant, Sell, and Convey unto Washington County, Texas, all of the land hereinabove described.

TO HAVE AND TO HOLD the above described land, together with all and singular the rights and

appurtenances, thereto, in anywise belonging unto Washington County, Texas, forever.

It is expressly agreed and understood, however, that should said road not be constructed over and upon the land hereinabove described, this conveyance shall become null and void and the title to said land shall revert to me or my heirs or assigns.

Witness our hands this the 27th day of June A. D. 1927.

Henry Priesmeyer.

THE STATE OF TEXAS)
COUNTY OF WASHINGTON) Before me, the undersigned authority, on this day personally appeared Henry Priesmeyer known to me to be the person whose name ___subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 27th dayof June A. D; 1927.

(Seal)

G. A. Bracher. Deputy Dist. Clerk, Washington County, Texas.

Filed for record at 8 O'clock A. M. Apr. 27, 1929 C. B. Thompson CCCWC.

Recorded at 2:10 o'clock P. M. Apr. 27, 1929. By [signature] Deputy.

****

DEED. F. W. QUEBE TO WASHINGTON COUNTY.

THE STATE OF TEXAS)
COUNTY OF WASHINGTON)

WHEREAS, Washington County, Texas, is desirous of constructing an improved road leading from New Years Creek thru Independence known as the Independence Road; and,

WHEREAS, it is desired by said county to construct said road through and upon certain land now owned by me and to include in said road or the right-of-way therefor that part of such land so owned by me viz:-

A strip of land 40 ft. on each side of the center line thru my place (the old Hoxy Williams Place) about 150 to 200 ft. each from the original line for the Brenham -Independence Place; and,

WHEREAS, it is thought by me that the construction of said road upon that part of my land above described would increase the value of my property; therefore,

KNOW ALL MEN BY THESE PRESENTS: That F. W. Quebe of the County of Washington and the State of Texas, in consideration of the prospective increase in the value of my property by the construction of said road, and for the further consideration of the sum of $1.00 to me in hand paid by said county, the receipt of which is hereby acknowledged; have Granted, Sold, and Conveyed, and by these presents do Grant, Sell, and Convey unto Washington County, Texas, all of the land hereinabove described.

TO HAVE AND TO HOLD the above described land, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Washington County, Texas, forever.

It is expressly agreed and understood, however, that should said road not be constructed over and upon the land hereinabove described, this conveyance shall become null and void and the title to said land shall revert to me or my heirs or assigns.

Witness our hands this the 5 day of July A. D. 1924.

F. W. Quebe.

THE STATE OF TEXAS)
COUNTY OF WASHINGTON) Before me, the undersigned authority, on this day personally appeared F. W. Quebe 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 considerationn therein expressed.

Given under my hand and seal of office this the 5th dayof July A. D. 1924.

(Seal)

G. A. Bracher. Deputy Dist. Clerk, Washington County,

Conveyed, and by these presents do Grant, Sell, and Convey unto Washington County, Texas, all of the land hereinabove described.

TO HAVE AND TO HOLD the above described land , together with all and singular, the rights and appurtenances thereto in anywise belonging unto said Washington County, Texas,forever.

It is expressly agreed and understood, however, that should said road not be constructed over and upon the land hereinabove described, this conveyance shall become null and void and the title to said land shall revert to us or our heirs or assigns.

Witness our hands this the 20 day of Feb. 1926.

W. L. Swettmann.
Karoline Schwettmann.

THE STATE OF TEXAS)
COUNTY OF WASHINGTON) Before me, the undersigned authority, on this day personally appeared Wm. Swettmann known to me to be the person whose name __subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 20 day of February A. D. 1926.

(Seal)

G. A. Bracher. Deputy Dist. Clerk.
Washington County, Texas.

THE STATE OF TEXAS)
COUNTY OF WASHINGTON) Before me, the undersigned authority, on this day personally appeared Kardine Swettmann, wife of Wm. Swettmann, 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, andhaving the same explained to her, she, the said Kardine Swettmann, acknowledged such instrument to be her act and deed, and declared that she had willing 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 20 day of February A. D. 1926.

(Seal)

G. A. Bracher. Deputy Dist. Clerk,
Washington County.

Filed for record at 8 o'clock A. M. June 3, 1929. C. B. Thompson GCCWC.

Recorded at 10:35 o'clock A. M. June 3, 1929. By [signature] Deputy.

****

DEED: SYLVESTER SKWERES TO WASHINGTON COUNTY.

THE STATE OF TEXAS)
COUNTY OF WASHINGTON) Whereas, Washington County, Texas, is desirous of constructing an improved road leading through said county from Brenham -Wesley known as the Wesley road; and,

Whereas, it is desired by said county to construct said road through and upon certain land now owned by us and to include in said road or the right-of-way therefor thatpart of such land so owned by us viz:

A strip of land 60 ft. on each side of the center line as surveyed by County Engr. G. A. Bracher of Brenham-Wesley Road from sta. 370 + 50 to Sta. 379 + 70, three my 201 acre place west side of Mill Creek on Wesley road . It is further agree that Wash. County has the right to go 50 ft. outside of the above 60 ft. right of way & get additional dirt. for making the roadbed; and,

Whereas, it is thought by us that the construction of said road upon that part of our land above described would increase the value of our property; therefore,

KNOW ALL MEN BY THESE PRESENTS: That Sylvester Skweres & Fletcher Skweres of the County of Washington and the State of Texas, in consideration of the prospective increase in the value of our property by the construction of said road, and for the further consideration of the sum of $1.00 to us in hand paid by said county, the receipt of which is hereby acknowledged; have Granted, Sold, and Conveyed, and by these Presents do Grant, Sell, and Convey unto Washington

County, Texas, all of the land hereinabove described.

TO HAVE AND TO HOLD the above described land, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Washington County, Texas, forever.

It is expressly agreed and understood, however, that should said road not be constructed over and upon the land hereinabove described, this conveyance shall become null and void and the title to said land shall revert to us or our heirs or assigns.

Witness our hands this the 16 day of Feb. 1926.

2/16/26 Witness the work:
G. A. Bracher.

Sylvester Skweres.
Fletcher Skweres.

THE STATE OF TEXAS)
COUNTY OF WASHINGTON) Before me, the undersigned authority, on this day personally appeared Sylvester Skweres known to me to be the person whose name ___subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 16 day of February A. D. 1926.

(Seal)

G. A. Bracher. Deputy Dist. Clerk,
Washington County,

THE STATE OF TEXAS)
COUNTY OF WASHINGTON) Before me, the undersigned authority, on this day personally appeared Fletcher Skweres, wife of Sylvester Skweres, 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 Fleitstea Skweres, acknowledged such instrument, to be her actand deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retractit.

Given under my hand and seal of office this the 16 day of February A. D. 1926.

(Seal)

G. A. Bracher. Deputy Dist. Clerk,
Washington County.

Filed for record at 8 o'clock A. M. June 3, 1929. By B. Thompson COCWC.

Recorded at 11:10 o'clock A. M. June 3, 1929 By [signature] Deputy.

****

DEED: HY. SCHWETTMANN TO WASHINGTON COUNTY.

THE STATE OF TEXAS)
COUNTY OF WASHINGTON) Whereas, Washington County, Texas, is desirous of constructing an improved road leading through said county from Brenham -Wesley known as the Wesley road; and,

Whereas, it is desired by said county to construct said road through and upon certain land now owned by us and to include in said road or the right-of-way therefor that part of such land so owned by us viz:

Along the south east side of our place on Co. Branch or Jackson Crk on Wesley road along the center line of the survey of Coe Branch or Jackson Crk on Wesley Road as made by County Engineer, G. A. Bracher and adopted by the Commissioners Court 3/8/26. Our south east line to be defined by the following points which points are given distances, northwest and at right angle to the center line of the said Wesley raod survey viz: At sta 259 /00 100 ft. which point is on the line between Herman Wehmeyer & Schwettmann, at sta 259 / 50 180 ft; at sta 260 / 00 105 ft.; at sta 261 / 00 130 ft; at sta 262 / 00 115 ft; at sta 263 / 00 105 ft; at sta. 264 / 00 105 ft.; at sta. 265 / 00 105 ft; and at sta. 266 / 00 115 ft.

Wher as, it is thought by __that the construction of said road upon that part of ___land above described would increase the value of ___property; therefore,

KNOW ALL MEN BY THESE PRESENTS: That Hy. Schwettmann and wife, Lillie Schwettmann of the County of Washington and the State of Texas, in consideration of the prospective increase in the value of our property by the construction of said road, and for the further consideration of the

DEED: O. H. Sommerfelat et al to Washington County.

THE STATE OF TEXAS)
) Whereas, Washington County Texas, is desirous of Constructing an improved
COUNTY OF WASHINGTON) road leading from Brenham, to Wesley known as the Wesley Road, and, Whereas it is desired by said county to construct said road through and upon certain land now owned by me and to include in said road or the right of way therefor that part of such land so owned by me viz: A strip of land 40 ft. oneach side of the center line of said road as run out by Co Engr. in Survey of above road from Sta 379 + 70 to 389 + 00 & thence of such a wiath in each side of of said center line so that there will be 60 of road thru the end of my place, on Wesley Road west of Sylevester Squares place. Whereas, it is thought by me that the construction of said road upon that part of my land hereinabove described would increase the value of my property; therefore KNOW ALL MEN BY THESE PRESENTS: That O. H. Summerfelat and E Sommerfeld of the County of Washington and the State of Texas, in consideration of the prospective increase in the value of m property by the construction of said road, and for the further consideration of the sum of $1.00 to me in hand paid by said county, the receipt of which is hereby acknowledged; have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto Washington County, Texas, all of the land hereinabove described.

TO HAVE AND TO HOLD the above described land, together with all and singular the rights and appurtenances thereto in any wise belonging unto said Washington County, Texas, forever. It is expressly agreed and understood, however, that should this road not be constructed over and upon the land hereinabove described, this conveyance shall become null and void and the title to said land shall revert to me or my heirs or assigns.

WITNESS our hands this the 2b day of Feb, A. D. 1926

O. H. Sommerfelat.

E. Sommerfeld.

THE STATE OF TEXAS)
) Before me, the undersigned authority, on this day personally appeared
COUNTY OF WASHINGTON) O. H. Somerfelat and E. Sommerfelat known to me to be the person whose name subscribed to the foregoing instrument, and acknowledgedto me that & me executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 2b day of Feburary, A. D. 1926.

C.A. Bracher
(seal) Deputy Dist. Clerk, Washington County Texas.

Filed for record at 9:00 o'clock A. M. Nov.16,1926 C. B. Thompson CCCTC

Recorded at 3:45 o'clock P. M. Nov. 16, 1926 By Deputy

***** ***** *****

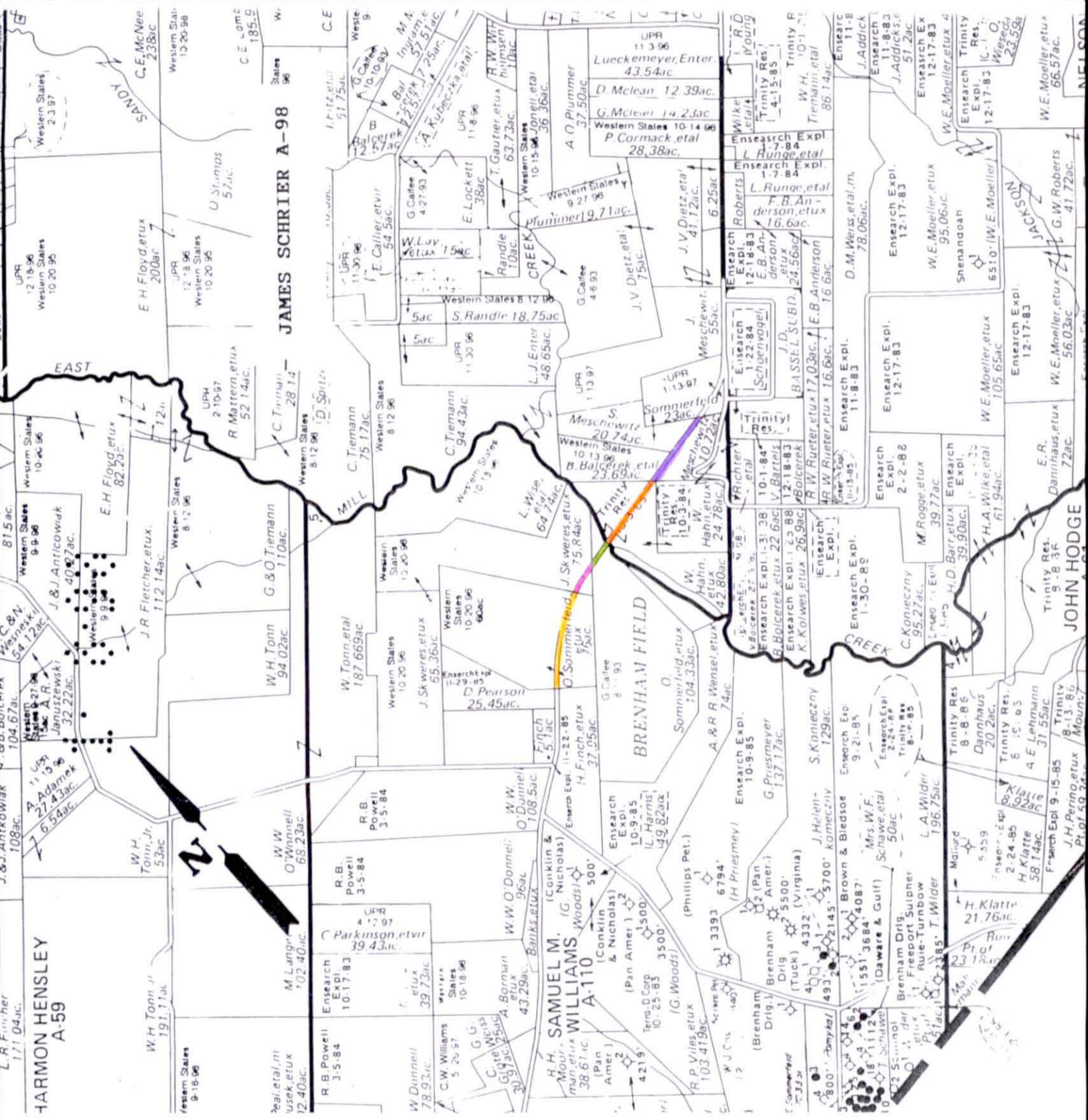
DEED: A. Bormann to Washington County

THE STATE OF TEXAS)
) Whereas, Washington County Texas, is desirous of constructing an im-
COUNTY OF WASHINGTON) proved road leading from Brenham to Wesley Road known as the Brenham Wesley Road . Whereas, it is desired by said County to construct said road through and upon certain land nowowned by me and to include in said road or the right of way therefor that part of such land so owned by me viz: A strip of land of such a wiath so that there will be 40 ft. from the center line of above road anamy north fence line from Station 609 + 10 as surveyed by County Engineer and adopted by the Commissioners Count in and for Washington County.

Whereas, it is thought by me that the construction of said road upon that part of my land hereinabove described, would increase the value of my property; therefore,

KNOW ALL MEN BY THESE PRESENTS: That A. Bormann of the County of Washington and the State of Texas, in consideration of the prospective increase in the value of my property by the construction of said road, and for the further consideration of the sum of $1.00 to me in hand paid

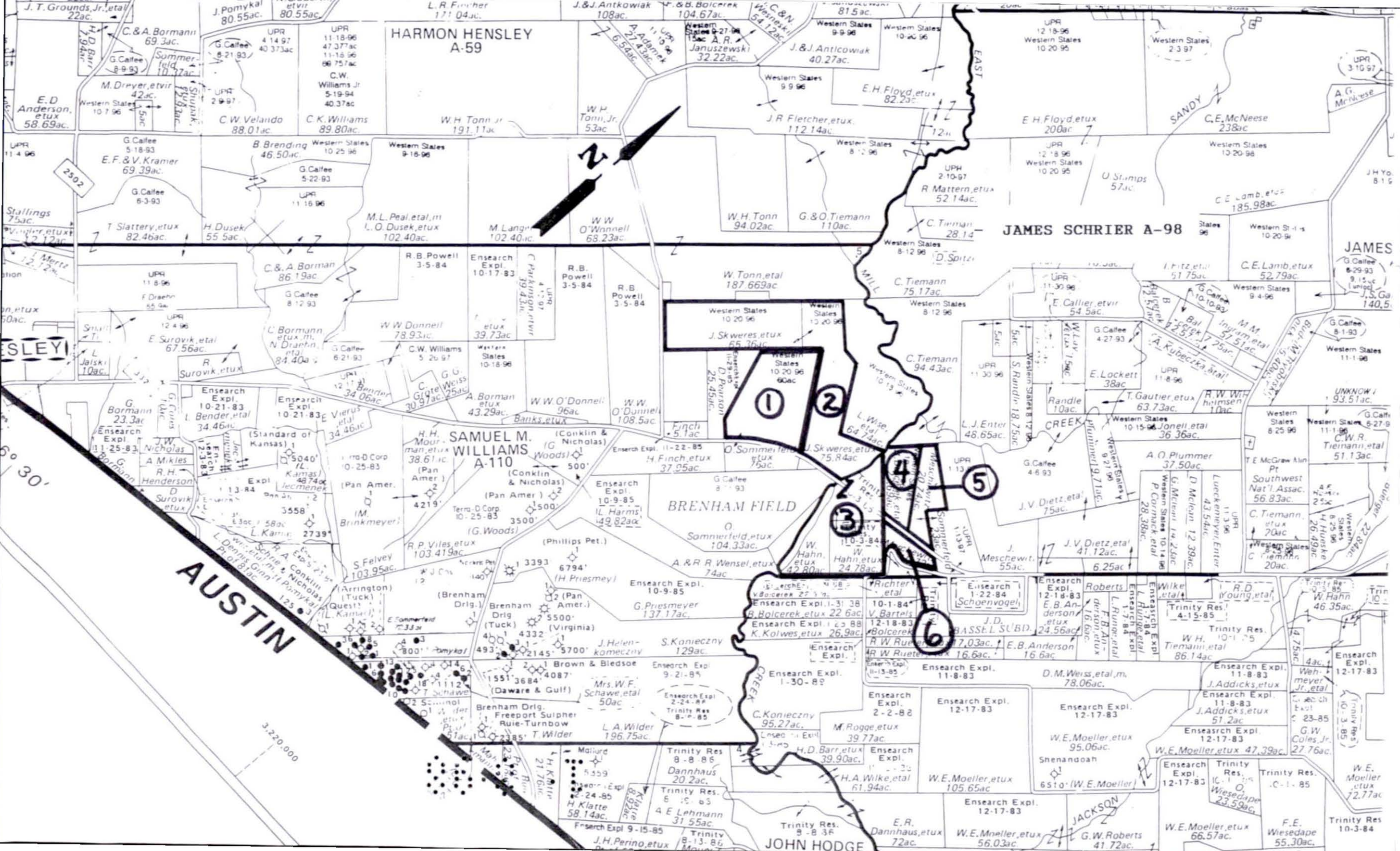
91-73 DR



PROPOSED LEASE ON FM 332 (BRENHAM-WESLEY ROAD)

- 91/73 DR (North half only)
- 91/231 DR (North half only)
- 91/181 DR (North half only)
- 91/154 DR
- 91/170 DR

Scale: 1" = 2,000 ft.


HARMON HENSLEY
A-59
JAMES SCHRIER A-98
SAMUEL M.
WILLIAMS
A-110
BRENHAM FIELD
JOHN HODGE
AUSTIN
EAST MILL CREEK
SANDY CREEK
JACKSON CREEK
Western States
Ensearch Expl.
Trinity Res.
UPR
G.Calfee
W.W.O'Donnell
W.H.Tonn
C.Tiemann
E.Lockett
J.Sk weres,etux
L.Wise,etal
R.B.Powell
C.&A.Borman
C.W.Williams
Terra-D Corp
(Pan Amer.)
(Phillips Pet.)
(Conklin & Nicholas)
(Standard of Kansas)
(Arrington) (Tuck)
(Brenham Drlg.)
(Daware & Gulf)
(Virginia)
Freeport Sulpher
Ruie-Turnbow
Dannhaus
H.Klatte
W.E.Moeller,etux
G.W.Roberts
Shenandoah
Wiesedape
Southwest Nat'l Assac.
Tiemann,etal
Hunsake
Hahn
Young,etal
Addicks,etux
Coles,Jr.
Weh-meyer Jr.,etal
Anderson,etux
Bassel SUBD.
Schoenvogel
Richter,etal
Bartels
Bolcerek
Kolwes,etux
Rogge,etux
Wilke,etal
Lehmann
Perino,etux
Mrs.W.F.Schawe,etal
L.A.Wilder
T.Wilder
Mollure
Brown & Bledsoe
Priesmeyer
Konieczny
Helen-komeczny
Viles,etux
Felvey
Harms
Brinkmeyer
Jalski
Surovik,etux
Bender,etal
Bormann
Nicholas
Henderson
Mikles
Jackson
Kamas
Jedmenek
Schawe
Schmitt
Pomykal
Grimm
Conklin
Nicholas
Woods
Pearson
Finch
Sommerfeld,etux
Hahn,etux
Meschewit
Dietz,etal
Plummer
McGraw Alm Pt
Jonell,etal
Lockett
Randle
Gautier,etux
Ingram,etal
Lamb,etux
McNeese
Floyd,etux
Fletcher,etux
Anticowiak
Januszewski
Adamek
Bolcerek
Wesnek
Mattern,etux
Stumps
Callier,etvir
Kubeczka,etal
Skwerres,etux
Tonn,etal
Tonn,Jr.
Velando
Williams
Williams Jr
Dusek
Peal,etal,m
Langer
Brending
Kramer
Slattery,etux
Stallings
Kramer
Borman
Donnell
Weiss
Gjetel
Parkinson,etvir
Pearson
Borman,etux,m
Draehn,etal
Borman
Bormann
Bender,etal
Jalski
Surovik,etal
Surovik,etux
Vierus,etal
Moura-man,etux
Finch
Sommerfeld,etux
Skweres,etux
Wise,etal
Tiemann

(4.)

MF 98963

ITEM Adjacent Leases

TO

FROM

DATE 10/20/93

JONES & ZWIENER, INC.
PROFESSIONAL LAND SERVICES
1300 MAIN STREET, SUITE 1920
HOUSTON, TEXAS 77002-6813

TEL (713) 650-0903
FAX (713) 650 3547

April 20, 1998

Ms. Kristin Anderson-Davis
Texas General Land Office
Stephen F. AustinBuilding
1700 N. Congress Avenue
Austin, Texas 78701-1495

Re: Payment
Oil and Gas Lease M-98943
5.0603 Acres, FM 332
S. M. Williams Survey, A-110 et al
Washington County, Texas

Ms. Anderson-Davis:

Enclosed are two checks from Union Pacific Resources Company in payment for the captioned Oil and Gas Lease. One in the amount of $506.03, being the bonus of $100.00 per acre, and one in the amount of $7.59, being the 1.5% fee.

If you have any questions I can be reached at (409) 830-1110 or (409) 830-8819.

Sincerely,

Manning Reed

Manning Reed

M-98943

(5) Letter 4/20/98.

1-22-99

DO NOT DESTROY

UNIT AGREEMENT MEMO

Unit No. 3179

Operator Chesapeake Operating Inc
Unit Name Brehm Osage No. 1-H Unit
County Washington
Effective Date 6/18/2002
Unitized for: Oil ____ Gas ____ Oil & Gas X

1. M.F. No. 100805 Tr.# 9
Lease Acres: 3.362 ÷ Total Unit Acres 840.0 =
Tract Participation: .004238 .00238 x
Royalty Decimal: * .25 =
Unit Royalty Decimal: .001059 .00059500
*Royalty Reduction: Yes ____ No X

2. M.F. No. 101805 Tr.# 8, 27, 35
Lease Acres: 8.53 5.15 ÷ Total Unit Acres 840.0 =
Tract Participation: .010178 .0061300 x
Royalty Decimal: * .1875 =
Unit Royalty Decimal: .001908 .00114938
*Royalty Reduction: Yes ____ No X

3. M.F. No. 102547 Tr.# 37, 38, 43
Lease Acres: 1.88 3.04 ÷ Total Unit Acres 840.0 =
Tract Participation: .002232 .004095 x
Royalty Decimal: * .25 =
Unit Royalty Decimal: .000559 .00102375
*Royalty Reduction: Yes ____ No X

4. M.F. No. 098943 Tr.# 8
Lease Acres: 3.40 ÷ Total Unit Acres 840 =
Tract Participation: .00405 x
Royalty Decimal: * .166667 =
Unit Royalty Decimal: .00067500
*Royalty Reduction: Yes ____ No ____

Remarks:
revised tract participation
see #13 in M.F. 098943
SL 10-13-05 updated.

Prepared by: Mike Mag	8/22/02
Data Base Update M. Silva	Date 9/9/02
GIS	Date
Mineral Maps	Date

GLO-275-08-2001

POOLING COMMITTEE REPORT

TO: SCHOOL LAND BOARD PA#: 02-51
DATE OF BOARD MEETING: June 18, 2002
EFFECTIVE DATE: June 18, 2002

APPLICANT: Chesapeake Exploration Ltd. Prnshp.
OPERATOR: Chesapeake Operating, Inc. COUNTY: Washington

UNIT NAME: Brenham Dome No. 1-H Unit FIELD: Giddings
(Austin Chalk, Gas)

STATE LEASE(S) IN UNIT

Lease *Type	State Number	State Royalty	Expiration Date	Term Year	Acres	Acres In Unit	Lessee of Record	Royalty Participation
SF	M-100805	¼	10/5/02	3	2.00	2.00	UPRC	0.0595%
** East Mill Creek	M-102547	¼			3.44	3.44		0.1024%

HROW M-101805

* SF = State Fee * RAL = Relinquishment Act * FR = Free Royalty

** Part of East Mill Creek is being pooled subject to Texas Natural Resources Code §52.076 which gives the School Land Board the authority to pool unleased riverbeds and channels.

PRIVATE ACRES:	834.56
STATE ACRES:	5.44
TOTAL UNIT ACRES:	840.00

Type Unit:
Permanent x
Temporary ____
Term ____

Unitized for:
Oil ____
Gas ____
Both x

Well Location:
State Land ____
Private Land x

Participation:
Basis Surface acreage
State Acreage 0.6476%
State Unit Royalty 0.1619%

Railroad Commission Rules:
Statewide ____
Special Field Rules x
Spacing 840 Acres

Holds only acreage included in the unit past primary term: Yes x No ____

REMARKS:

- Chesapeake Exploration Ltd. Partnership is requesting permanent oil and gas pooling of the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 15,133 feet MD to 18,650 feet MD as seen in the proposed unit well log.

- The applicant completed the unit well on November 13, 2001 in the Austin Chalk Formation. The well has produced approximately 3.5 MMCF of gas through April 2002.

- Because the state has participated from the date of first production and the applicant submitted extension payments ($9,000) on the unleased part of East Mill Creek, it is recommended that no additional consideration be due.

- If the unit is approved the state's unit royalty participation will be 0.1619%.

- Horizontal severance is provided for in the state lease.

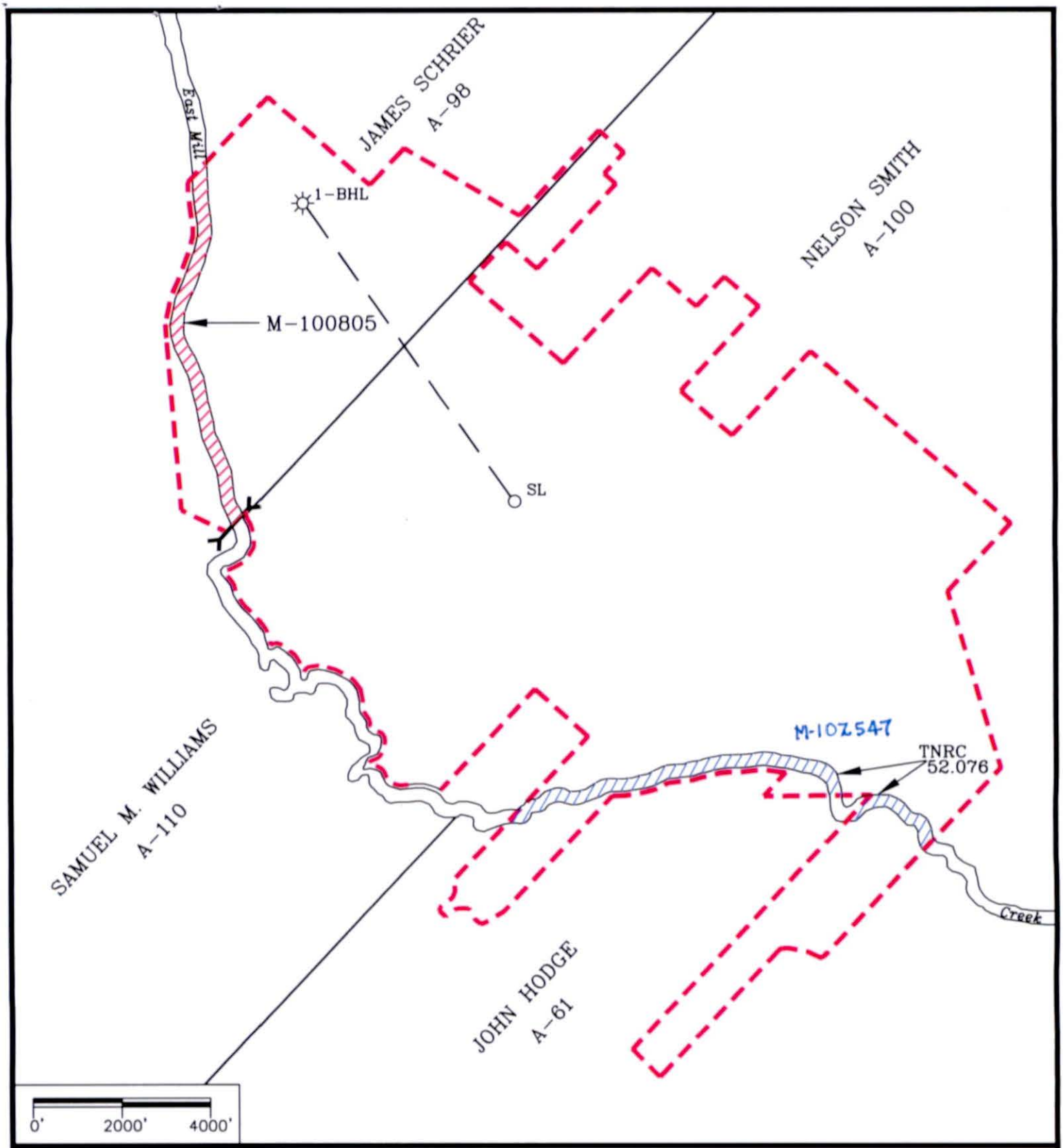
- APPROVAL BY THE SCHOOL LAND BOARD IN NO WAY RATIFIES ANY OF THE STATE LEASES INCLUDED IN THIS PROPOSED UNIT.

POOLING COMMITTEE RECOMMENDATION:

- The Pooling Committee recommends Board approval of a permanent oil and gas unit under the above-stated provisions.

Jeffee Martinez-Vargas — Date: 6/5/02

Peter A. Boone — Date: 6.5.02



02-51\ft\06-02

CHESAPEAKE EXPLORATION LTD. PRNSHP.

BRENHAM DOME NO. 1-H UNIT

GIDDINGS (AUSTIN CHALK, GAS)

M-100805 AND PART OF EAST MILL CREEK

BEING POOLED PURSUANT TO TNRC 52.076

WASHINGTON COUNTY

POOLING AGREEMENT
CHESAPEAKE EXPLORATION LTD. PARTNERSHIP
BRENHAM DOME NO. 1-H UNIT
WASHINGTON COUNTY, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Chesapeake Exploration Ltd. Partnership, herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES: 1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION: 2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 15,133 feet measured depth to 18,650 feet measured depth as seen on the log of the Chesapeake Exploration Ltd. Partnership, Brenham Dome No. 1 well ("unitized interval").

POOLING AND EFFECT: 4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

(a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

(b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional well surfaced on adjacent or adjoining land or drilling or reworking of any such directional well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. Provided that, if any State Lease described in Exhibit "A" attached hereto contains provision 4(E) VARIABLE ROYALTY, and a unit well is not located on such State Lease and a reduced royalty has not otherwise been earned, then a reduced royalty may be earned by unit production, but it shall only apply to the acreage included within the unit. Acreage outside of the unitized area must earn a reduced royalty independently.

(d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis

shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.

(e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.

(f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.

(g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 840 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

(h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

(i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

(j) Should this Agreement terminate for any cause, in whole or in part, the leases and other contracts affecting the lands within the unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of this Agreement.

ALLOCATION OF PRODUCTION: 5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND: 6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

FULL MARKET VALUE: 7.

In the event the State does not elect to take its royalty in kind, the State shall receive full market value for its royalty hereunder, such value to be determined as follows:

(a) As to royalty on oil by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or (2) the highest market price thereof offered or paid for the field where produced and when run, or (3) gross proceeds of the sale thereof, whichever is the greater;

(b) As to royalty on gas, such value to be based on (1) the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or (2) the gross price paid or offered to the producer, whichever is the greater.

(For the purposes of this Agreement "field" means the general area in which the lands covered hereby are located.)

EFFECTIVE DATE: 8.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of June 18, 2002; however, it is agreed that the State will participate in production from the Unit well or wells on a unitized basis from the date the pooled mineral was or is first produced.

TERM: 9.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof which are contained in any State lease covered by this Agreement.

STATE LAND: 10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Washington County, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER: 12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS: 13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed 8-1-02

STATE OF TEXAS

Legal
Content
Geology
Executive

By: David Dewhurst
David Dewhurst, Commissioner
of the General Land Office

20.12.2

Date Executed: July 10, 2002

CHESAPEAKE EXPLORATION LTD. PARTNERSHIP

By: Chesapeake Operating, Inc. General Partner

By: _____

By: Henry Hood

Its: Senior Vice President Land and Legal

AP

CERTIFICATE

I, Judy Powell, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 18thday of June, 2002, the foregoing instrument was presented to and approved by said Board under the provisions of Sub-chapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this____ the day of, _____, 2002

Secretary of the School Land Board

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on July 10, 2002, by Henry Hood, Senior Vice President of Land and Legal of Chesapeake Operating, Inc. general partner on behalf of Chesapeake Exploration Ltd. Partnership.

Angela Ports

Notary Public in and for the
State of Oklahoma

My Commission Expires:
Commission
#00005279

ANGELA PORTS NOTARY PUBLIC STATE OF OKLAHOMA CANADIAN COUNTY COMM EXP 03-23-2004

20.12.2

Date Executed: July 10, 2002

CHESAPEAKE INVESTMENTS

By: CHESAPEAKE INVESTMENTS

By: _____

Aubrey K. Mclendon

Its: Sole General Partner

CERTIFICATE

I, Judy Powell, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 18th day of June, 2002, the foregoing instrument was presented to and approved by said Board under the provisions of Sub-chapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this____ the day of, _____, 2002

_____

Secretary of the School Land Board

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on July 10, 2002, by Aubrey K. McClendon, Sole General Partner

of Chesapeake Investments on behalf of Chesapeake Investment

_____

Notary Public in and for the
State of Oklahoma

My Commission Expires:

NOTARY SEAL PUBLIC
LINDA GARDNER
Cleveland County
Notary Public in and for
State of Oklahoma
Commission # 00020373 Expires 12/20/04

20-12-2

Date Executed: _____

Westport Oil and Gas Company L.P.

By: Westport Oil & Gas Company L.P.
(F.K.A.) Belco Energy Corp.

By: Joe Callaway
Joe Callaway

Its: Attorney-In-Fact

CERTIFICATE

I, Judy Powell, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 18th day of June, 2002, the foregoing instrument was presented to and approved by said Board under the provisions of Sub-chapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this_____ the day of, _____, 2002

Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on July 15, 2002, by Joe Callaway, Attorney-In-Fact of Westport Oil and Gas Company L.P. on behalf of Westport Oil and Gas Company L.P.

E. J. Ball

Notary Public in and for the
State of Texas

E. J. BALL
MY COMMISSION EXPIRES
February 10, 2003

My Commission Expires:

20.12.2

Date Executed: 7/9/02

TLW INVESTMENTS, INC.

By: TLW INVESTMENTS, INC.

By: _____

Tom L. Ward
Its: President

CERTIFICATE

I, Judy Powell, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 18th day of June, 2002, the foregoing instrument was presented to and approved by said Board under the provisions of Sub-chapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this_____ the day of, _____, 2002

_____

Secretary of the School Land Board

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on ~~June~~ July 9 , 2002, by Tom L. Ward, President

of TLW Investments, Inc. on behalf of TLW Investments Inc.

Deborah J. Richardson

Notary Public in and for the
State of Oklahoma

My Commission Expires:

DEBORAH J. RICHARDSON
Oklahoma County
Notary Public in and for
State of Oklahoma
Commission # 00000550 Expires 2/13/04

20-12-2

Date Executed: July 10, 2002

CHESAPEAKE INVESTMENTS

By: CHESAPEAKE INVESTMENTS

By: _____

Aubrey K. Mclendon AP

Its: Sole General Partner

CERTIFICATE

I, Judy Powell, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 18th day of June, 2002, the foregoing instrument was presented to and approved by said Board under the provisions of Sub-chapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this 5 the day of, August, 2002

Judy Powell

Secretary of the School Land Board

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on ~~June~~ July 10, 2002, by Aubrey K. McClendon, Sole General Partner

of Chesapeake Investments on behalf of Chesapeake Investment

Linda Gardner

Notary Public in and for the
State of Oklahoma

My Commission Expires:

NOTARY SEAL PUBLIC

LINDA GARDNER
Cleveland County
Notary Public in and for
State of Oklahoma
Commission # 00020373 Expires 12/20/04

30-12-2

EXHIBIT "A"

LESSOR	LEGAL DESCRIPTION	LESSEE	LEASE NO.	RECORDED VOL/PAGE	LEASE DATE
Addicks, Leonard Earl, et ux	67.127 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1670232-000	796/082	6/4/1995
Albrecht, Martin S., et ux	12.435 acres, more or less, located in the John Hodge Survey, A-61, Washington County, Texas, as described in said lease.	COI	TX1671470-002	784/179	4/4/1995
Barr, Harold D., et ux	38.009 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671159-000	853/088	2/21/1997
Bender, Herbert P., et ux	20.738 acres, more or less, located in the James Schrier Survey, A-98, Washington County, Texas, as described in said lease.	CELP	TX1671523-000	924/931	3/16/1999
Bishop, Dan R., et ux	9.908 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	CELP	TX1671616-003	949/296	11/9/1999
Bolcerek, Bennie, et ux	21.678 acres, more or less, located in the S. M. Williams Survey, A-110, and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1670234-000	795/262	6/1/1995
Bolcerek, Bruno, et al	23.696 acres, more or less, located in the James Schrier Survey, A-98, Washington County, Texas, as described in said lease.	CELP	TX1671533-000	925/436	3/16/1999
Bolcerek, Bruno, et al	7.5 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1670248-000	795/239	6/1/1995

VOL. 1024 PAGE 462

EXHIBIT "A"

LESSOR	LEGAL DESCRIPTION	LESSEE	LEASE NO.	RECORDED VOL/PAGE	LEASE DATE
Kelm, Donna	1.0 acres, more or less, located in the Neslon Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1670219-000	796/70	6/1/1995
Boicerek, Julian, et ux	22.678 acres, more or less, located in the S. M. Williams Survey, A-110 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1670233-000	795/255	6/1/1995
Dannhaus, Bernard, et ux	0.788 acres, more or less, located in the John Hodge Survey, A-61, Washington County, Texas, as described in said lease.	CELP	TX1671711-002	1009/476	9/24/2001
Dannhaus, Bernard	159.882 acres, more or less, located in the John Hodge Survey, A-61 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671455-008	777/235	1/31/1995
Dannhaus, Edward A.	159.882 acres, more or less, located in the John Hodge Survey, A-61 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671455-007	778/840	1/31/1995
Dannhaus, Elroy L.	159.882 acres, more or less, located in the John Hodge Survey, A-61 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671455-006	776/92	1/31/1995
Dannhaus, Len Aaron	159.882 acres, more or less, located in the John Hodge Survey, A-61 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671455-005	778/762	1/31/1995
Dannhaus, Roy Bernard	0.788 acres, more or less, located in the John Hodge Survey, A-61, Washington County, Texas, as described in said lease.	CELP	TX1671711-001	1009/478	9/24/2001

EXHIBIT "A"

LESSOR	LEGAL DESCRIPTION	LESSEE	LEASE NO.	RECORDED VOL/PAGE	LEASE DATE
Dannhaus, Waldo H.	159.882 acres, more or less, located in the John Hodge Survey, A-61 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671455-004	777/232	1/31/1995
Davidson, Donald G., et ux	19.206 acres, more or less, located in the James Schrier Survey, A-98 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	CELP	TX1671604-001	945/227	1/19/2000
Davis, Robert James, et ux	29.727 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	CELP	TX1671510-000	920/457	1/19/2000
Duncan, Barry Lee, et ux	10.721 acres, more or less, located in the James Schrier Survey, A-98, Washington County, Texas, as described in said lease.	UPRC	TX1671661-000	873/159	10/16/1997
Eckermann, Doris Dannhaus	159.882 acres, more or less, located in the John Hodge Survey, A-61 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671455-003	776/153	1/31/1995
Fieseler, Laura Dannhaus	159.882 acres, more or less, located in the John Hodge Survey, A-61 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671455-001	777/229	1/31/1995
Fritz, Brian K., et ux	1.0 acres, more or less, located in the Neslon Smith Survey, A-100, Washington County, Texas, as described in said lease.	CELP	TX1671560-000	928/104	3/15/1999
Grantham, William Gary, et ux	2.004 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1670650-000	806/778	9/12/1995

VOL 1132 PAGE 464

VOL. 1624 PAGE 465

EXHIBIT "A"

LESSOR	LEGAL DESCRIPTION	LESSEE	LEASE NO.	RECORDED VOL/PAGE	LEASE DATE
Heisch, Alice N.	159.882 acres, more or less, located in the John Hodge Survey, A-61 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671455-002	776/82	1/31/1995
Hendrix, Mildred R.	11.28 acres, more or less, located in the James Schrier Survey, A-98 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1670688-001	804/44	9/30/1995
Kapchinski, Ricky, et ux	1.305 acres, more or less, located in the James Schrier Survey, A-98, Washington County, Texas, as described in said lease.	CELP	TX1671537-000	925/439	3/16/1999
Kendziora, Judy F.	12.435 acres, more or less, located in the John Hodge Survey, A-61, Washington County, Texas, as described in said lease.	COI	TX1671470-001	785/549	4/11/1995
Koenig, Harold, et ux	24.592 acres, more or less, located in the John Hodge Survey, A-61, Washington County, Texas, as described in said lease.	COI	TX1671464-001	783/204	3/27/1995
Koenig, Robert L., et ux	3.468 acres, more or less, located in the John Hodge Survey, A-61,	COI	TX1671463-000	783/207	3/27/1995
Kolwes, Kermit, et ux	26.9 acres, more or less, located in the Nelson Smith Survey, A-100,	COI	TX1670678-000	800/308	6/5/1995
Konieczny, Charles	95.27 acres, more or less, located in the Nelson Smith Survey, A-100,	COI	TX1670302-000	795/275	5/30/1995
Kwiatkowski, Alphonse J., et ux	1.543 acres, more or less, located in the James Schrier Survey, A-98,	UPRC	TX16711657-000	880/872	1/9/1998
Loeffler, Ida Sprain	184.245 acres, more or less, located in the Nelson Smith Survey, A-100,	COI	TX1671419-000	775/390	1/23/1995

EXHIBIT "A"

LESSOR	LEGAL DESCRIPTION	LESSEE	LEASE NO.	RECORDED VOL/PAGE	LEASE DATE
Loesch, Melvin W., et ux	1.869 acres, more or less, located in the Nelson Smith Survey, A-100,	CELP	TX1671530-000	925/454	3/10/1999
Moeller, Waldo E., Individually and as Trustee of the Jeannette Moeller Testimentary Family Trust	218.266 acres, more or less, located in the Nelson Smith Survey, A-100,	CELP	TX1671616-001	949/884	11/9/1999
Moeller, Weldon, et ux	3.738 acres, more or less, located in the Nelson Smith Survey, A-100,	CELP	TX1671562-000	928/106	3/10/1999
Moeller, Weldon E.	40.233 acres, more or less, located in the Nelson Smith Survey, A-100,	CELP	TX1671616-002	948/530	11/9/1999
Richter, Bennie Jr.	11.28 acres, more or less, located in the James Schrier Survey, A-98 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1670688-002	806/658	9/30/1995
Richter, Walter	11.28 acres, more or less, located in the James Schrier Survey, A-98 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1670688-000	806/737	9/30/1995
Robertson, Timothy Wade	6.833 acres, more or less, located in the Nelson Smith Survey, A-100,	CELP	TX1671656-000	962/48	4/27/2000
Rogge, Melvin H., et ux	39.770 acres, more or less, located in the Nelson Smith Survey, A-100,	COI	TX1671445-000	774/516	1/12/1995
Rueter, Roy W., et ux	33.63 acres, more or less, located in the Nelson Smith Survey, A-100,	COI	TX1671313-000	885/777	2/6/1998
Schoenvogel, Robert L., et ux	19.214 acres, more or less, located in the James Schrier Survey, A-98 and the Nelson Smith Survey, A-100,	COI	TX1671450-000	774/552	1/18/1995
Sommerfeld, Ervin H.	18.212 acres, more or less, located in the James Schrier Survey, A-98,	CELP	TX1671526-000	924/934	3/16/1999
State of Texas, M- 100805	Tract 1-B East Mill Creek	UPRC	TX1671639-000	945/549	10/5/99

VOL. 1024 PAGE 466

VOL 1024 PAGE 467

EXHIBIT "A"

LESSOR	LEGAL DESCRIPTION	LESSEE	LEASE NO.	RECORDED VOL/PAGE	LEASE DATE
Steele, Michelle E., et vir	3.44 acres, more or less, located in the James Schrier Survey, A-98,	CELP	TX1671524-000	924/928	3/16/1999
Tiemann, Clamens, et ux	79.594 acres, more or less, located in the James Schrier Survey, A-98,	CELP	TX1671534-000	925/429	3/22/1999
Wehmeyer, Clarence F., et ux	3.831 acres, more or less, located in the Nelson Smith Survey, A-100,	CELP	TX1671531-000	926/712	3/10/1999
Wiess, Ray L., et ux	61.974 acres, more or less, located in the Nelson Smith Survey, A-100,	COI	TX1671322-000	883/75	12/29/1997
Wilkes, Peggy W.	0.5 acres, more or less, located in the James Schrier Survey, A-98,	UPRC	TX1671658-000	772/379	12/28/1994

END OF EXHIBIT "A"

EXHIBIT "B"

CHESAPEAKE OPERATING, INC.

BRENHAM DOME NO. 1-H
840.00 ACRE UNIT
WASHINGTON COUNTY, TEXAS

Being 840.00 acres of land out of the James Schrier Survey A-98, the Nelson Smith Survey, A-100, the S. M. Williams Survey, A-110, and the J. Hodge Survey, A-61, Washington County, Texas, and being more particularly described as follows:

BEGINNING at a 3/4" iron pipe found for the north corner hereof and of a Herbert P. Bender tract (661/478, O.R.W.C.,Tx.), common with the west corner of an Anna M. Meschwitz tract (862/619, O.R.W.C.,Tx.) being on a southeast line of a Clamens Tiemann, Jr., et al tract (714/679 & 720/425, O.R.W.C.,Tx.);

THENCE along the perimeter of this unit tract, as follows:
South 47 degrees 31 minutes 59 seconds East 1306.48 feet to a 3/8" iron rod found;
North 42 degrees 13 minutes 58 seconds East 493.37 feet to a 3/8" iron rod found; and
South 58 degrees 30 minutes 11 seconds East 1319.47 feet to an exterior corner hereof in the center of F.M. Highway 332;

THENCE along said highway, as follows:
Along a curve to the left, having a central angle of 3°09'42", radius of 1432.37 feet, an arc length of 79.04 feet, and a chord of North 43 degrees 58 minutes 06 seconds East 79.03 feet to corner in said highway; and
North 43 degrees 23 minutes 16 seconds East 1028.36 feet to a northerly exterior corner hereof in said highway;

THENCE South 47 degrees 40 minutes 39 seconds East 227.96 feet to a 1/2" iron rod found for the east corner of Lot 1 of J. D. Bassel Subdivision (57B & 58A, P.R.W.C.,Tx.);

THENCE as follows:
South 42 degrees 20 minutes 35 seconds West 257.49 feet to corner in Woodlands Road;
South 48 degrees 21 minutes 21 seconds East 180.31 feet to corner in Woodlands Road;
South 42 degrees 21 minutes 47 seconds West 1124.68 feet to the south corner of Lot 16 of J. D. Bassel Subdivision; and
North 47 degrees 41 minutes 10 seconds West 413.97 feet to corner in Salem Road;

THENCE in Salem Road, as follows:
South 16 degrees 50 minutes 30 seconds West 3.68 feet;
South 41 degrees 04 minutes 32 seconds West 285.33 feet;
South 45 degrees 20 minutes 16 seconds West 170.07 feet; and
South 52 degrees 26 minutes 24 seconds West 21.90 feet to an interior corner hereof in Salem Road;

THENCE, as follows:
South 47 degrees 45 minutes 58 seconds East 794.89 feet;
South 17 degrees 56 minutes 05 seconds East 58.75 feet;
North 43 degrees 19 minutes 47 seconds East 49.96 feet; and
South 47 degrees 42 minutes 12 seconds East 353.71 feet to the south corner of the J. D. Bassel Subdivision (57B & 58A, Plat Records of Washington County, Texas);

THENCE along a portion of the southeast line of said Subdivision, North 42 degrees 47 minutes 15 seconds East 1243.01 feet to a 3/4" iron pipe found at a fence corner for the west corner of an E. Thielemann tract (271/468, D.R.W.C.,Tx.);

THENCE South 47 degrees 30 minutes 12 seconds East 523.41 feet to a 1/2" iron rod found at a fence corner, and South 46 degrees 04 minutes 25 seconds East 19.04 feet to a 1/2" iron rod found at a fence corner for the south corner of said Thielemann tract;

THENCE North 44 degrees 18 minutes 39 seconds East 261.96 feet to a 1/2" iron rod found, and North 41 degrees 41 minutes 18 seconds East 182.89 feet to an interior corner of the Chesapeake Operating, Inc. - Tiemann No. 1-H Unit;

THENCE South 47 degrees 27 minutes 14 seconds East, at 444.87 feet pass a corner of Salem Road (52/69, D.R.W.C.,Tx.), at a total distance of 459.87 feet to an easterly exterior corner hereof on a northeast line of Salem Road and on a southwest line of said Tiemann No. 1-H Unit;

THENCE along the center of Salem Road, South 42 degrees 44 minutes 04 seconds West 1122.83 feet to corner in same for an interior corner hereof;

THENCE South 47 degrees 23 minutes 17 seconds East 613.73 feet to a 1/2" iron rod found at a fence corner post for the south corner of a tract called 15.000 acres (739/724, O.R.W.C.,Tx.);

THENCE North 42 degrees 34 minutes 31 seconds East, at 1093.53 feet pass the southwest line of Salem Road, at a total distance of 1123.53 feet to a northeasterly exterior corner hereof on the northeast line of Salem Road and on a southwest line of said Tiemann No. 1-H Unit;

THENCE South 47 degrees 27 minutes 14 seconds East, at 1500.85 feet pass a southeast line of Salem Road, at a total

distance of 2510.39 feet to a south corner of said Tiemann Unit No. 1-H on a southeast line of a Waldo E. Moeller tract (305/245, D.R.W.C.,Tx.), common with a northwest line of an Ida S. Loeffler tract (104/476, D.R.W.C.,Tx.);

THENCE along said common line, South 42 degrees 10 minutes 03 seconds West 114.77 feet; and South 41 degrees 25 minutes 32 seconds West 728.59 feet to an interior corner hereof on said common line;

THENCE through said Loeffler tract, South 16 degrees 46 minutes 06 seconds East 1748.18 feet to a southeasterly exterior corner hereof on a southeast line of said Loeffler tract, common with the northwest line of a Frank Randle tract (17/433, D.R.W.C.,Tx.) and with a northwest line of the Chesapeake Operating, Inc. - Mill Creek OL No. 1-H Unit;

THENCE along said common line, South 41 degrees 53 minutes 30 seconds West 1047.85 feet to a 5/8" iron rod found for the south corner of said Loeffler tract;

THENCE, as follows:

North 38 degrees 28 minutes 00 seconds West 54.94 feet to a 5/8" iron rod found for the east corner of a Larry W. Kendrick tract (870/478, O.R.W.C.,Tx.); and

South 42 degrees 46 minutes 11 seconds West 1448.57 feet to a southerly exterior corner hereof in Lehmann Lane;

THENCE along or near the center of Lehmann Lane, as follows:

North 61 degrees 30 minutes 52 seconds West 36.77 feet;
North 68 degrees 18 minutes 52 seconds West 234.27 feet;
North 82 degrees 24 minutes 52 seconds West 68.80 feet; and
South 84 degrees 54 minutes 08 seconds West 29.98 feet to an interior corner hereof in Lehmann Lane;

THENCE South 42 degrees 18 minutes 13 seconds West 1699.04 feet to the most southerly corner hereof and an interior corner of the UPRC - Calvin Boecker Unit No. 1;

THENCE, as follows:

North 47 degrees 08 minutes 03 seconds West 89.43 feet;
North 44 degrees 39 minutes 45 seconds West 289.66 feet to a 3/8" iron rod found;
North 42 degrees 56 minutes 39 seconds East 1121.27 feet;
South 85 degrees 56 minutes 49 seconds West 4.37 feet;
North 42 degrees 14 minutes 33 seconds East 670.54 feet; and
North 42 degrees 15 minutes 56 seconds East 1379.84 feet to a 1" iron bar found in a south line of said Loeffler tract;

THENCE South 88 degrees 16 minutes 14 seconds West 1016.59 feet to a 1/2" iron rod found for the west corner of said Loeffler tract;

THENCE North 42 degrees 28 minutes 34 seconds East 555.71 feet to an interior corner hereof on the north bank of Mill Creek;

THENCE along the north bank of Mill Creek with its meanders, as follows:

South 88 degrees 43 minutes 14 seconds West 49.33 feet;
North 53 degrees 10 minutes 49 seconds West 40.86 feet;
South 86 degrees 10 minutes 37 seconds West 34.39 feet;
South 73 degrees 32 minutes 44 seconds West 100.50 feet;
North 56 degrees 17 minutes 40 seconds West 130.89 feet;
North 86 degrees 31 minutes 03 seconds West 144.45 feet;
South 64 degrees 34 minutes 44 seconds West 22.67 feet;
South 83 degrees 33 minutes 17 seconds West 32.07 feet;
North 50 degrees 31 minutes 10 seconds West 22.98 feet;
North 85 degrees 31 minutes 09 seconds West 32.01 feet;
South 35 degrees 23 minutes 10 seconds West 62.46 feet;
North 83 degrees 09 minutes 49 seconds West 94.74 feet;
North 65 degrees 06 minutes 08 seconds West 34.08 feet;
South 73 degrees 05 minutes 20 seconds West 40.32 feet;
South 26 degrees 50 minutes 43 seconds West 40.20 feet;
South 77 degrees 39 minutes 07 seconds West 185.38 feet;
South 71 degrees 26 minutes 09 seconds West 45.84 feet;
North 67 degrees 24 minutes 52 seconds West 26.65 feet;
South 86 degrees 20 minutes 31 seconds West 37.91 feet;
South 55 degrees 18 minutes 58 seconds West 33.66 feet;
North 88 degrees 42 minutes 42 seconds West 64.55 feet;
South 56 degrees 49 minutes 54 seconds West 58.54 feet;
South 74 degrees 57 minutes 47 seconds West 63.59 feet;
South 49 degrees 12 minutes 37 seconds West 44.71 feet;
South 79 degrees 49 minutes 31 seconds West 63.40 feet;
North 77 degrees 22 minutes 10 seconds West 31.45 feet;
South 69 degrees 26 minutes 53 seconds West 69.04 feet;
South 40 degrees 02 minutes 04 seconds West 57.53 feet;

South 38 degrees 14 minutes 20 seconds West 61.37 feet;
North 85 degrees 45 minutes 31 seconds West 76.86 feet; and
North 49 degrees 30 minutes 47 seconds West 35.48 feet; to an interior corner hereof on the north bank of Mill Creek and on the southeast line of a Ray Weiss tract (725/32, O.R.W.C.,Tx.);

THENCE along the southeast line of said Weiss tract, South 43 degrees 04 minutes 47 seconds West 1629.85 feet to the south corner of same in the center of the old channel of Mill Creek;

THENCE along the center of the old channel of Mill Creek, as follows:
South 71 degrees 20 minutes 21 seconds West 34.20 feet;
South 66 degrees 23 minutes 25 seconds West 163.89 feet;
North 40 degrees 39 minutes 56 seconds West 74.43 feet;
North 14 degrees 21 minutes 42 seconds West 40.92 feet;
North 39 degrees 15 minutes 54 seconds West 61.21 feet;
South 89 degrees 00 minutes 06 seconds West 80.59 feet;
South 71 degrees 55 minutes 06 seconds West 66.43 feet;
South 49 degrees 13 minutes 06 seconds West 110.48 feet;
North 51 degrees 38 minutes 54 seconds West 100.19 feet;
North 49 degrees 12 minutes 06 seconds East 111.07 feet;
North 31 degrees 32 minutes 06 seconds East 81.20 feet; and
North 05 degrees 19 minutes 54 seconds West 137.58 feet to corner in said creek channel for the west corner of said Weiss tract;

THENCE along a northwest line of said Weiss tract, common with a southeast line of another Ray Weiss tract (829/336, O.R.W.C.,Tx.), North 43 degrees 08 minutes 51 seconds East 1904.49 feet to an interior corner hereof on said common line;

THENCE through last said Weiss tract, North 49 degrees 12 minutes 00 seconds West 415.41 feet to a 1/2" iron rod found in a concrete monument, being an interior corner of last said Weiss tract;

THENCE North 49 degrees 12 minutes 00 seconds West 223.68 feet to a 2" iron pipe found for a north corner of last said Weiss tract;

THENCE along a portion of a northwest line of last said Weiss tract, South 43 degrees 05 minutes 59 seconds West 1455.39 feet to a westerly exterior corner hereof on the northeast bank of Mill Creek;

THENCE along the northeast bank of Mill Creek with its meanders, as follows:
North 45 degrees 35 minutes 27 seconds West 8.39 feet;
North 66 degrees 37 minutes 38 seconds West 39.21 feet;
North 83 degrees 09 minutes 41 seconds West 28.69 feet;
South 68 degrees 20 minutes 40 seconds West 50.87 feet;
South 83 degrees 48 minutes 50 seconds West 62.94 feet;
North 79 degrees 37 minutes 08 seconds West 54.24 feet;
North 84 degrees 37 minutes 45 seconds West 73.88 feet;
South 80 degrees 15 minutes 54 seconds West 74.48 feet;
North 62 degrees 09 minutes 05 seconds West 43.39 feet;
North 42 degrees 13 minutes 24 seconds West 117.57 feet;
North 43 degrees 39 minutes 56 seconds West 111.74 feet;
North 25 degrees 39 minutes 43 seconds East 28.18 feet;
North 20 degrees 05 minutes 36 seconds West 48.01 feet;
North 62 degrees 19 minutes 39 seconds West 40.14 feet;
South 48 degrees 03 minutes 14 seconds West 67.29 feet;
South 56 degrees 11 minutes 52 seconds West 39.84 feet;
North 84 degrees 59 minutes 45 seconds West 69.82 feet;
North 09 degrees 52 minutes 30 seconds West 41.74 feet;
North 25 degrees 23 minutes 12 seconds East 53.60 feet;
North 46 degrees 21 minutes 48 seconds East 219.70 feet;
North 44 degrees 24 minutes 43 seconds East 55.21 feet;
North 13 degrees 32 minutes 16 seconds West 34.64 feet;
North 54 degrees 01 minutes 24 seconds West 82.62 feet;
North 54 degrees 44 minutes 00 seconds West 69.63 feet;
North 14 degrees 57 minutes 09 seconds West 63.68 feet;
North 16 degrees 04 minutes 16 seconds West 82.86 feet;
North 49 degrees 19 minutes 37 seconds West 72.33 feet;
North 15 degrees 39 minutes 52 seconds West 64.71 feet;
North 23 degrees 48 minutes 19 seconds East 60.13 feet;
North 04 degrees 01 minutes 55 seconds West 73.96 feet;
North 33 degrees 12 minutes 46 seconds West 72.54 feet;
North 51 degrees 12 minutes 33 seconds West 147.99 feet;
South 85 degrees 14 minutes 35 seconds West 74.71 feet;
South 62 degrees 26 minutes 15 seconds West 59.14 feet;
South 36 degrees 32 minutes 13 seconds West 96.64 feet;
South 80 degrees 51 minutes 30 seconds West 23.71 feet;
North 81 degrees 17 minutes 31 seconds West 51.94 feet;

South 80 degrees 16 minutes 47 seconds West 82.86 feet;
South 26 degrees 18 minutes 33 seconds West 66.66 feet;
South 84 degrees 12 minutes 47 seconds West 133.34 feet;
North 44 degrees 42 minutes 39 seconds West 91.72 feet;
North 00 degrees 12 minutes 58 seconds West 51.00 feet;
North 78 degrees 14 minutes 14 seconds East 49.02 feet;
South 68 degrees 58 minutes 42 seconds East 69.62 feet;
North 77 degrees 34 minutes 10 seconds East 51.24 feet;
North 22 degrees 50 minutes 18 seconds East 76.96 feet;
North 30 degrees 22 minutes 03 seconds West 101.38 feet;
North 51 degrees 01 minutes 06 seconds West 132.25 feet;
North 66 degrees 35 minutes 53 seconds West 34.73 feet;
South 75 degrees 05 minutes 33 seconds West 29.34 feet;
South 38 degrees 17 minutes 20 seconds West 30.79 feet;
South 09 degrees 22 minutes 31 seconds West 31.83 feet;
South 70 degrees 04 minutes 01 seconds West 27.65 feet;
North 23 degrees 57 minutes 05 seconds West 51.53 feet;
North 21 degrees 17 minutes 29 seconds West 54.11 feet;
North 02 degrees 33 minutes 04 seconds West 62.48 feet;
North 32 degrees 47 minutes 34 seconds West 76.54 feet;
North 27 degrees 58 minutes 31 seconds West 74.96 feet;
North 42 degrees 49 minutes 09 seconds West 300.76 feet;
North 31 degrees 02 minutes 01 seconds West 258.12 feet;
North 10 degrees 58 minutes 41 seconds West 104.28 feet;
North 24 degrees 04 minutes 08 seconds West 49.35 feet;
North 61 degrees 36 minutes 42 seconds West 48.33 feet;
North 41 degrees 00 minutes 19 seconds West 30.70 feet;
North 29 degrees 25 minutes 40 seconds East 42.12 feet;
North 42 degrees 40 minutes 36 seconds East 153.41 feet;
North 57 degrees 09 minutes 42 seconds East 123.83 feet;
North 76 degrees 58 minutes 24 seconds East 80.15 feet;
North 20 degrees 45 minutes 25 seconds East 62.86 feet; and
North 08 degrees 56 minutes 20 seconds West 84.97 feet to corner on the east bank of Mill Creek;

THENCE, as follows:
South 71 degrees 25 minutes 25 seconds West 74.94 feet;
North 75 degrees 45 minutes 12 seconds West 6.79 feet to a 1/2" iron rod found; and
North 65 degrees 45 minutes 12 seconds West 500.00 feet to a paint mark found in concrete at a fence corner for the southwest corner of a Clamens Tiemann, Jr. tract (916/41, O.R.W.C.,Tx.);

THENCE along the west line of said Tiemann, Jr. tract, North 05 degrees 46 minutes 56 seconds West 1793.25 feet to a 5/8" iron rod found on the south margin of F. M. Highway 332 (91/154, D.R.W.C.,Tx.);

THENCE along said highway line, North 78 degrees 18 minutes 16 seconds East 90.13 feet to an interior corner hereof on the east bank of Mill Creek;

THENCE along the east bank of Mill Creek with its meanders, as follows:
North 01 degrees 54 minutes 53 seconds East 75.34 feet;
North 19 degrees 57 minutes 26 seconds East 54.95 feet;
North 24 degrees 05 minutes 12 seconds East 47.81 feet;
North 14 degrees 46 minutes 44 seconds East 198.67 feet;
North 46 degrees 15 minutes 24 seconds East 34.55 feet;
North 02 degrees 27 minutes 35 seconds East 44.32 feet;
North 20 degrees 01 minutes 25 seconds East 210.28 feet;
North 13 degrees 42 minutes 03 seconds East 129.27 feet;
North 06 degrees 01 minutes 59 seconds East 250.91 feet;
North 02 degrees 34 minutes 54 seconds West 67.96 feet;
North 14 degrees 54 minutes 28 seconds West 111.78 feet; and
North 13 degrees 28 minutes 07 seconds West 188.57 feet to a 1/2" iron rod found on the east bank of Mill Creek for the south corner of a Clamens Tiemann, Jr, et al tract (222/397, D.R.W.C.,Tx.);

THENCE along the southeast line of last said Tiemann, et al tract, as follows:
North 40 degrees 55 minutes 59 seconds East 689.75 feet to a 3/8" iron rod found;
North 41 degrees 21 minutes 55 seconds East 401.19 feet, to the PLACE OF BEGINNING, containing 840.00 ACRES of land, more or less.

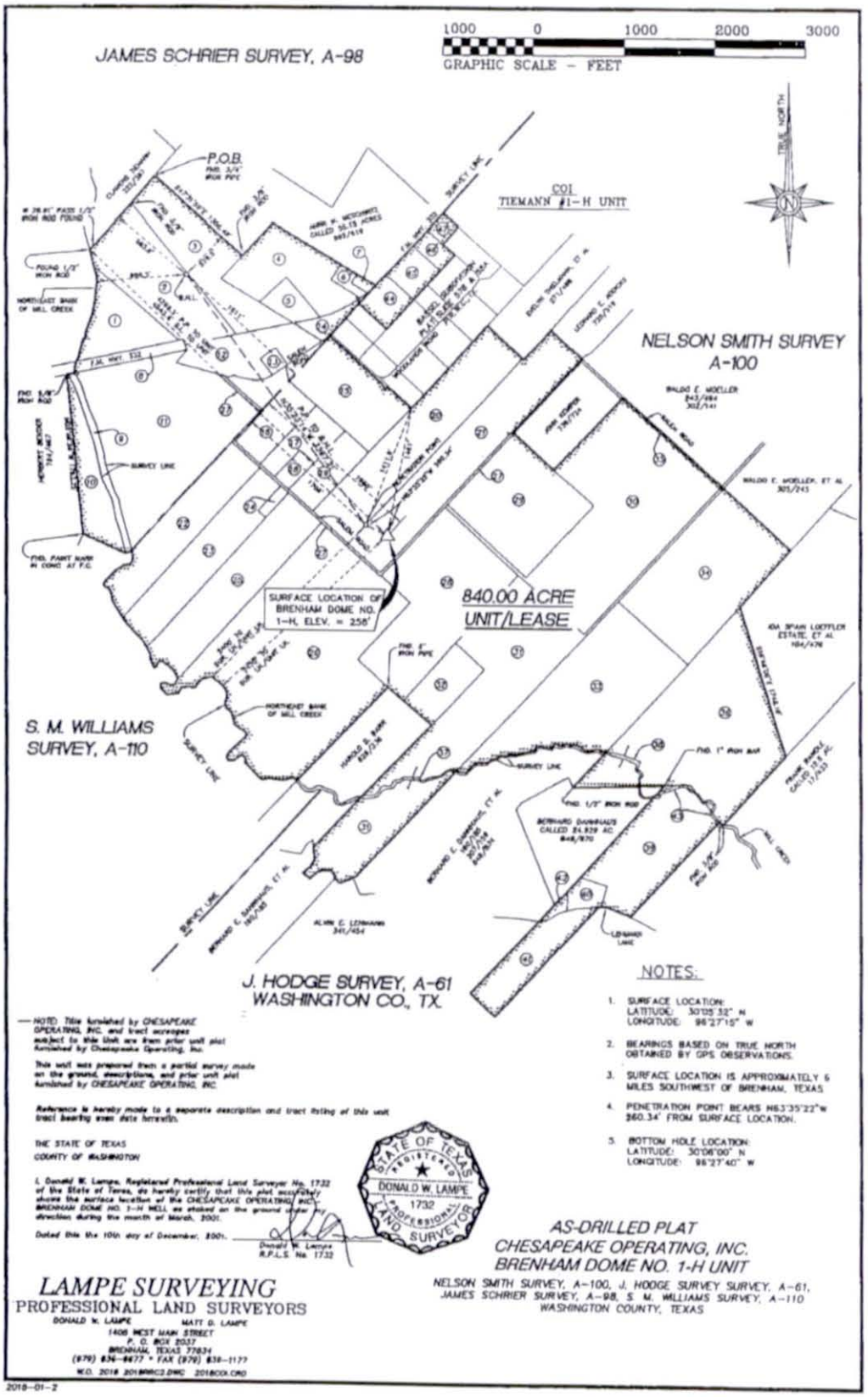
Compiled from a partial survey made on the ground, descriptions and prior plat furnished by Chesapeake Operating, Inc.
Bearings are based on True North obtained by GPS observations.
Prepared in conjunction with a separate plat bearing even date herewith.

Dated this the 10th of December, 2001.
2018-01
2018DESC

Donald W. Lampe
R.P.L.S. No. 1732

STATE OF TEXAS
REGISTERED
DONALD W. LAMPE
1732
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "C"


JAMES SCHRIER SURVEY, A-98
1000 0 1000 2000 3000
GRAPHIC SCALE - FEET
TRUE NORTH
P.O.B.
COI
TIEMANN #1-H UNIT
NELSON SMITH SURVEY
A-100
840.00 ACRE
UNIT/LEASE
SURFACE LOCATION OF
BRENHAM DOME NO.
1-H, ELEV. = 258'
S. M. WILLIAMS
SURVEY, A-110
J. HODGE SURVEY, A-61
WASHINGTON CO., TX.
NOTES:
1. SURFACE LOCATION:
LATITUDE: 30°05'32" N
LONGITUDE: 96°27'15" W
2. BEARINGS BASED ON TRUE NORTH
OBTAINED BY GPS OBSERVATIONS.
3. SURFACE LOCATION IS APPROXIMATELY 6
MILES SOUTHWEST OF BRENHAM, TEXAS.
4. PENETRATION POINT BEARS N63°35'22"W
360.34' FROM SURFACE LOCATION.
5. BOTTOM HOLE LOCATION:
LATITUDE: 30°06'00" N
LONGITUDE: 96°27'40" W
NOTE: Title furnished by CHESAPEAKE OPERATING, INC. and tract acreages subject to the Unit are from prior unit plat furnished by Chesapeake Operating, Inc.
This unit was prepared from a partial survey made on the ground, descriptions, and prior unit plat furnished by CHESAPEAKE OPERATING, INC.
Reference is hereby made to a separate description and tract listing of this unit tract bearing even date herewith.
THE STATE OF TEXAS
COUNTY OF WASHINGTON
I, Donald W. Lampe, Registered Professional Land Surveyor No. 1732 of the State of Texas, do hereby certify that this plat accurately shows the surface location of the CHESAPEAKE OPERATING, INC., BRENHAM DOME NO. 1-H WELL as staked on the ground under my direction during the month of March, 2001.
Dated this the 10th day of December, 2001.
Donald W. Lampe
R.P.L.S. No. 1732
STATE OF TEXAS
REGISTERED
DONALD W. LAMPE
1732
PROFESSIONAL
LAND SURVEYOR
AS-DRILLED PLAT
CHESAPEAKE OPERATING, INC.
BRENHAM DOME NO. 1-H UNIT
NELSON SMITH SURVEY, A-100, J. HODGE SURVEY SURVEY, A-61,
JAMES SCHRIER SURVEY, A-98, S. M. WILLIAMS SURVEY, A-110
WASHINGTON COUNTY, TEXAS
LAMPE SURVEYING
PROFESSIONAL LAND SURVEYORS
DONALD W. LAMPE MATT D. LAMPE
1406 WEST MAIN STREET
P. O. BOX 2037
BRENHAM, TEXAS 77834
(979) 836-4477 * FAX (979) 836-1177
W.O. 2018 2018PRIC2.DWG 2018COI.CRD
2018-01-2

S.A. SLB 098943 SLB 14

File No. ~~M-100805~~

Original Pooling Committee Report
& Pooling Agreement

Date Filed: 8/6/02

David Dewhurst, Commissioner

By

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

March 5, 2003

RME Petroleum Co.
P.O. Box 1330
Houston, Texas 77251-1330

Re: State Lease MF098943, MF100805, MF102352, MF102516
Wilder Unit #1
6123901

The General Land Office has received and filed the division order submitted for the above-referenced state lease. Please be advised that the payment of royalties attributable to state-owned mineral interests is set by statute. As the execution of division orders may, in some cases, affect the manner in which such payments are paid or calculated, it is the policy of this office not to execute them.

Subject to applicable state law and the state's right to take its production in-kind, the General Land Office acquiesces to the sale of oil and gas under the terms and conditions set out in the oil and gas lease. If you should have questions concerning this matter, please feel free to call me at (512) 463-6521.

Sincerely,

Beverly Boyd

Beverly Boyd, Lease Analyst
Mineral Leasing Division

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495
Post Office Box 12873 • Austin, Texas 78711-2873
512-463-5001 • 800-998-4GLO
www.glo.state.tx.us

DIVISION ORDER

u-3155

MF098943
MF100805
MF102352
MF102516

RECEIVED
02 AUG 20 PM

STATE OF TEXAS
GENERAL LAND OFFICE
1700 N CONGRESS AVENUE

AUSTIN, TX 78701-1436

Property Number:	6123901
Property Name:	WILDER UNIT 1
Product:	ALL PRODUCTS
Status:	NOT APPLICABLE
County/State:	WASHINGTON/TX
Effective Date:	FIRST SALES
Owner Number:	456782
Owner Tax ID:	[redacted]
Interest Type:	RI
Interest:	0.00278013

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: Said owner will be paid in accordance with the division of interest as shown. The payor shall pay all parties for gas according to the underlying lease, operating agreement and/or other contracts applicable to each party's interest. The payor shall pay all parties at the price agreed to by the operator for oil to be sold pursuant to this division order.
Purchaser shall compute quantity and make corrections for gravity and temperature and make deduction for impurities.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil run during the preceding calendar month and for gas sold during the second 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 $100 may be accrued before disbursement until the total amount equals $100 or more, or until December 31 of each year, whichever occurs first. Payee agrees to refund to payor any amounts attributable to 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 or interest, including but not limited to attorney fees or judgements 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 or 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 state laws.

REQUIREMENTS: None

Signature of Witness #1	Owner Signature/Corporate Title	Address if different from above
Signature of Witness #2	Owner Signature/Corporate Title	City, State, Zip Code
	Owner Phone #	Tax ID Number if different from above

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

Return to: RME Petroleum Co. (A Subsidiary of Anadarko Petroleum Corporation)
P.O. Box 1330
Houston, TX 77251-9874

Date Prepared: August 16, 2002
Prepared by: tt
Request: Jenett Hodge

Return this Copy

DIVISION ORDER

17102

Property Number:	6123901
Property Name:	WILDER UNIT 1
Product:	ALL PRODUCTS
Status:	NOT APPLICABLE
County/State:	WASHINGTON/TX
Effective Date:	FIRST SALES
Owner Number:	456782
Owner Tax ID:	[redacted]
Interest Type:	RI
Interest:	0.00278013

STATE OF TEXAS
GENERAL LAND OFFICE
1700 N CONGRESS AVENUE

AUSTIN, TX 78701-1436

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: Said owner will be paid in accordance with the division of interest as shown. The payor shall pay all parties for gas according to the underlying lease, operating agreement and/or other contracts applicable to each party's interest. The payor shall pay all parties at the price agreed to by the operator for oil to be sold pursuant to this division order.
Purchaser shall compute quantity and make corrections for gravity and temperature and make deduction for impurities.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil run during the preceding calendar month and for gas sold during the second 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 $100 may be accrued before disbursement until the total amount equals $100 or more, or until December 31 of each year, whichever occurs first. Payee agrees to refund to payor any amounts attributable to 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 or interest, including but not limited to attorney fees or judgements 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 or 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 state laws.

REQUIREMENTS: None

Signature of Witness #1	Owner Signature/Corporate Title	Address if different from above
Signature of Witness #2	Owner Signature/Corporate Title	City, State, Zip Code
	Owner Phone #	Tax ID Number if different from above

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

Return to: RME Petroleum Co. (A Subsidiary of Anadarko Petroleum Corporation)
P.O. Box 1330
Houston, TX 77251-9874

Date Prepared: August 16, 2002
Prepared by: tt
Request: Jenett Hodge

YOUR COPY

TO ALL INTEREST OWNERS:

RME
A Subsidiary of
Anadarko Petroleum Corporation

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

RME PETROLEUM COMPANY
Att: Land Administration
P.O. Box 1330 (ATL)
Houston, TX 77251-1330

Fax #
Customer Relations # (800) 359-1692

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

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

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

- ❑ If you have any questions and do not know your area representative, leave a message at this **VOICEMAIL** number (800) 370-9702. Our goal is to return your call within 48 hours. Please provide the following information, which will assist us in serving you.

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

- ❑ **Address changes** must be submitted in writing to the above address. Provided your Owner Number, Social Security Number, old address AND new address and telephone number.

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

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

  Anadarko Petroleum Corporation / Att: Stop Payment - ATL-627A / P.O. Box 1330 / Houston, TX 77251-1330

-KEEP THIS INFORMATION FOR FUTURE REFERENCE-

6.

File No. MF 098943

Division Order

Date Filed: 3/5/03

Jerry E. Patterson, Commissioner

By

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

March 7, 2003

Chesapeake Operating, Inc.
PO Box 18496
Oklahoma City, Oklahoma 73154

Re: State Lease MF098943
Brenham Dome #2-H
32215

The General Land Office has received and filed the division order submitted for the above-referenced state lease. Please be advised that the payment of royalties attributable to state-owned mineral interests is set by statute. As the execution of division orders may, in some cases, affect the manner in which such payments are paid or calculated, it is the policy of this office not to execute them.

Subject to applicable state law and the state's right to take its production in-kind, the General Land Office acquiesces to the sale of oil and gas under the terms and conditions set out in the oil and gas lease. If you should have questions concerning this matter, please feel free to call me at (512) 463-6521.

Sincerely,

Beverly Boyd

Beverly Boyd, Lease Analyst
Mineral Leasing Division

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495
Post Office Box 12873 • Austin, Texas 78711-2873
512-463-5001 • 800-998-4GLO
www.glo.state.tx.us

MF098943

DIVISION ORDER

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

PROPERTY NO: 322215
EFFECTIVE: FIRST PRODUCTION
PREPARED BY: PATSY WATTERS
DATE PREPARED: 03/03/03
PRODUCT(S): OIL & GAS

This agreement is made and entered into on March 3, 2003.

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. OWNER NO: 654577 INT TYPE: 5 (1 = WI, 2 = RI, 3 = ORI)

PROPERTY: BRENHAM DOME #2-H OWNER: **STATE OF TEXAS M- 98943**

LEGAL DESCRIPTION: NELSON SMITH SVY, A-100, J HODGE SVY, A-61, JAMES SCHRIER SVY, A-98, S.M. WILLIAMS SVY, A-110

WASHINGTON, TEXAS COMMENTS: TRACT 8 Hwy

UNIT ACRES: 969.390000

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
SS	3.400000	0.16666667	0.00058456	n/a	n/a	n/a	n/a	n/a	n/a

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 $100.00 may be accrued before disbursement until the total amount equals $100.00, 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.	REVENUE ADDRESS
			CORRESPONDENCE ADDRESS

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.

PLEASE RETURN THIS COPY

DIVISION ORDER

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

PROPERTY NO: 322215
EFFECTIVE: FIRST PRODUCTION
PREPARED BY: PATSY WATTERS
DATE PREPARED: 03/03/03
PRODUCT(S): OIL & GAS

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PROPERTY: BRENHAM DOME #2-H OWNER: **STATE OF TEXAS M- 98943**

LEGAL DESCRIPTION: NELSON SMITH SVY, A-100, J HODGE SVY, A-61, JAMES SCHRIER SVY, A-98, S.M. WILLIAMS SVY, A-110

WASHINGTON, TEXAS COMMENTS: TRACT 8 Rood

UNIT ACRES: 969.390000

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
SS	3.400000	0.16666667	0.00058456	n/a	n/a	n/a	n/a	n/a	n/a

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 $100.00 may be accrued before disbursement until the total amount equals $100.00, 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.

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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.

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WITNESS	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX I.D. NO.	REVENUE ADDRESS
			CORRESPONDENCE ADDRESS

THIS COPY CAN BE RETAINED 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.

Chesapeake
Natural Gas.
Natural Advantages.

RECEIVED
03 MAR

Chesapeake Operating, Inc.
DIVISION ORDER DEPARTMENT
(405) 848-8000 (Extension 335)
(405) 879-9563 (FAX)

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 below 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.

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.
- An authorized official, with the name and title of the signing party printed beneath the signature, must execute for companies, corporations, or partnerships.
- All signatures must be witnessed. No Notary is required.

TAXPAYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER

Include your Social Security Number or Tax Identification Number in the space provided beside your signature. **Failure to furnish this number will result in 30% withholding tax in accordance with Section 3406 of the Internal Revenue Service, and any tax withheld will not be refundable by Chesapeake.**

ADDRESS

- Please note any change of address directly on the Division Order.
- Subsequent address changes must be submitted in writing either by mail or by fax to this department. You must sign your request and include your owner number, social security number or tax id 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 at our end-of-the-month distribution. If we receive the Division Order after the 5th, it will be held for the next month's accounting cycle. Our policy is to remit checks when your account reaches $100 or at the end of July, whichever occurs first. Should you wish to be paid when your account reaches $25, you must advise us in writing.

QUESTIONS

Questions concerning your check detail should be directed to our Revenue inquiry line (405) 879-9333. For questions regarding your division order, please leave a message on our inquiry line (405) 879-9335. The following information will assist us in serving you: (1) name & owner number (2) county and state where well is located. (3) well name and property number. (4) telephone number with area code. (5) nature of your inquiry. (6) analyst name on the division order.

- KEEP THIS INFORMATION FOR FUTURE REFERENCE -

Chesapeake Operating, Inc.
P. O. Box 18496 • Oklahoma City, OK 73154-0496

CHESAPEAKE OPERATING, INC. — **December 10, 2001**
BRENHAM DOME No.1-H UNIT
840.00 ACRES
WASHINGTON COUNTY, TEXAS
Nelson Smith Survey, A-100
James Schrier Survey, A-98
S. M. Williams Survey, A-110
J. Hodge Survey, A-61

TRACT LISTING

TRACT	MINERAL OWNER(S)		ACREAGE	VOLUME/PAGE *
1	Clamens Tiemann, et ux		11.86 Acres	916/41
2	Bruno Bolcerek, et al		21.38 Acres	330/970
3	Herbert P. Bender, et ux		21.26 Acres	661/478
4	Ervin H. Sommerfeld		15.99 Acres	318/140
5	Michelle E. Steele, et vir		3.72 Acres	673/235
6	Ricky Kapchinski		7.39 Acres	894/544
7	Peggy Wilkes	M-101805 M-100805	0.61 Acres	464/729
8	State of Texas ←	Tract ½ .004048	3.40 Acres 3.40	91/154
9	State of Texas ←	Tract ½ .004238	3.56 Acres 3.56	Sovereignty
10	Clamens Tiemann, et ux		10.51 Acres	916/41
11	Clamens Tiemann, et ux		59.46 Acres	916/41
12	Barry Lee Duncan, et ux		12.34 Acres	661/469
13	Joanne P. Walters		1.07 Acres	837/405
14	Alphonse J. Kwiatkowski, et ux		2.43 Acres	386/877
15	Robert L. Schoenvogel, et ux		19.51 Acres	370/679
16	Walter Richter, et al		11.20 Acres	131/148
17	Rodney K. Merimon, et ux		5.84 Acres	733/55
18	William Gary Grantham, et ux		2.01 Acres	659/629
19	Bruno Bolcerek, et al		7.41 Acres	330/970
20	Roy W. Rueter, et ux		54.23 Acres	272/116
21	Leonard Earl Addicks, et ux		35.08 Acres	725/519
22	Julian Bolcerek, et ux		20.87 Acres	330/966
23	Bennie Bolcerek, et ux		21.35 Acres	330/962
24	Donna K. Bolcerek		1.00 Acres	704/795
25	Kermit Kolwes, et ux		26.27 Acres	243/94
26	Charles Konieczny	M-101805	86.39 Acres	288/309
27	State of Texas ←	Tract ½ .004906	4.12 Acres 4.12	52/69
28	Melvin H. Rogge, et ux		39.74 Acres	418/154
29	Robert James Davis		29.74 Acres	696/92, 739/724
30	Waldo E. Moeller, et al		60.98 Acres	261/141
31	Ray L. Weiss, et ux		51.13 Acres	725/32
32	Harold D. Barr, et ux		8.39 Acres	829/336
33	Bernard E. Dannhaus, et al	M-101805	44.19 Acres	848/834
34	Waldo E. Moeller, et al		40.32 Acres	305/245
35	State of Texas ←	Tract ½ .001287	1.03 Acres 1.03	52/69
36	Ida Spain Loeffler Estate, et al		37.69 Acres	104/476
37	State Of Texas ←	Tract ½ .000893	0.75 Acres .75	Sovereignty

M-102547

APEAKE OPERATING, INC.
NHAM DOME No.1-H UNIT
.00 ACRES
age 2 of 2

M-102547 Tract 1: .000774

38	State Of Texas	0.65 Acres	.65	Sovereignty
39	Harold Koening, et ux	23.84 Acres		363/692
40	Robert L. Koening, et ux	2.68 Acres		655/794
41	Martin S. Albrecht, et al	12.36 Acres		562/587
42	Bernard E. Dannhaus	0.79 Acres		842/520
43	State of Texas	0.48 Acre	.48	Sovereignty
44	Clarence F. Wehmeyer	4.23 Acres		57B & 58A, P.R.W.C., Tx.
45	Weldon Moeller	4.13 Acres		57B & 58A, P.R.W.C., Tx.
46	Melvin W. Loesch	2.27 Acres		57B & 58A, P.R.W.C., Tx.
47	Brian K. Fritz	1.15 Acres		57B & 58A, P.R.W.C., Tx.

Tract 2: .000572 M-102547

UNIT TOTAL 840.00 ACRES

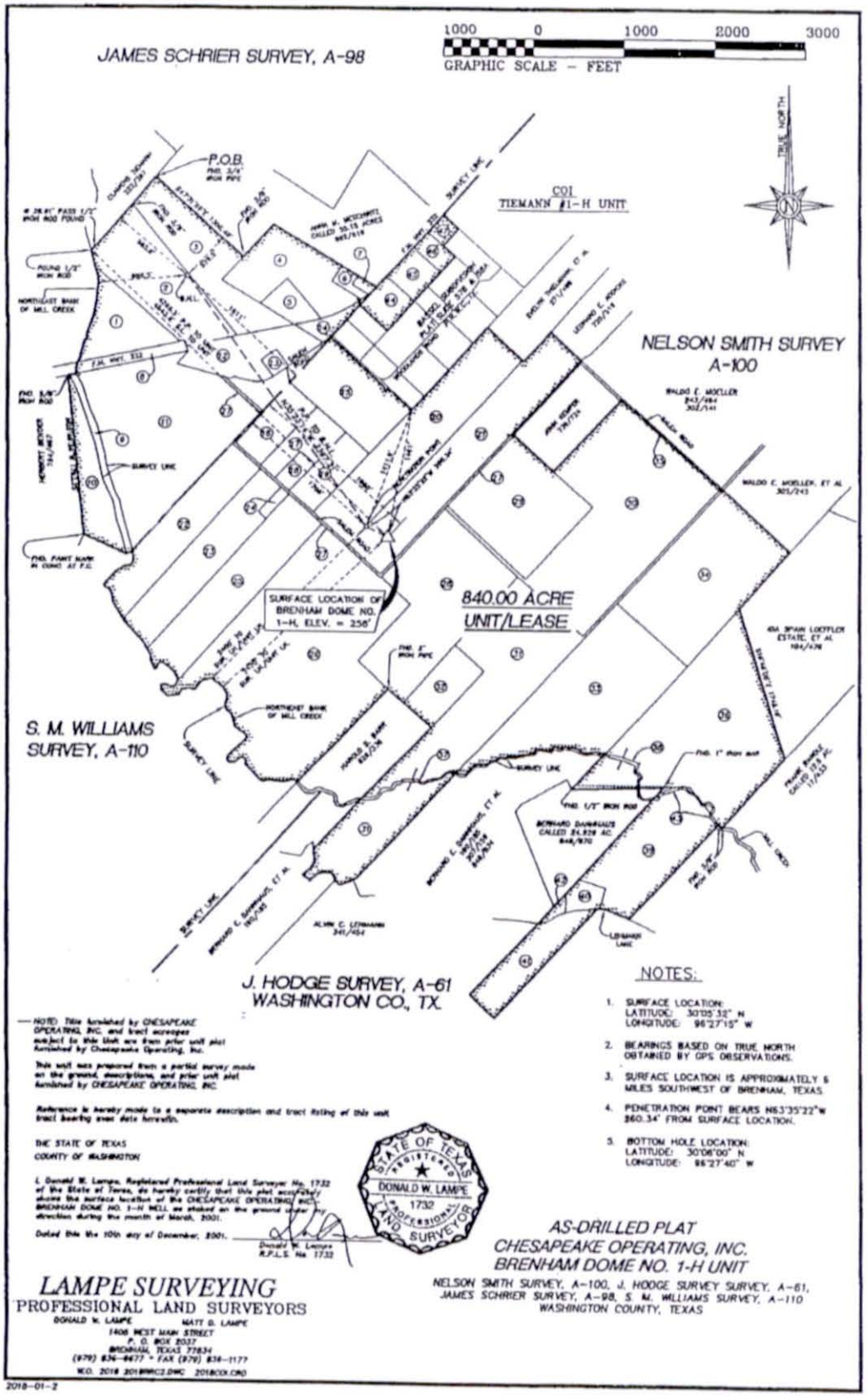
Tract acreages subject to this Unit are from prior plat and or deed / lease documents furnished by Chesapeake Operating, Inc., or scaled from the unit plat.

** Recording references - Volume & Pages (Vol./Pg.) are Deed or Official Records of Washington County, Texas.*

Title furnished by Chesapeake Operating, Inc.

2018/01
2018LIS2

EXHIBIT "C"


JAMES SCHRIER SURVEY, A-98
1000 0 1000 2000 3000
GRAPHIC SCALE - FEET
TRUE NORTH
P.O.B.
COI
TIEMANN #1-H UNIT
NELSON SMITH SURVEY
A-100
840.00 ACRE
UNIT/LEASE
SURFACE LOCATION OF
BRENHAM DOME NO.
1-H, ELEV. = 256'
S. M. WILLIAMS
SURVEY, A-110
J. HODGE SURVEY, A-61
WASHINGTON CO., TX.
NOTES:
1. SURFACE LOCATION:
LATITUDE: 30°05'32" N
LONGITUDE: 96°27'15" W
2. BEARINGS BASED ON TRUE NORTH
OBTAINED BY GPS OBSERVATIONS.
3. SURFACE LOCATION IS APPROXIMATELY 5
MILES SOUTHWEST OF BRENHAM, TEXAS.
4. PENETRATION POINT BEARS N63°35'22"W
360.34' FROM SURFACE LOCATION.
5. BOTTOM HOLE LOCATION:
LATITUDE: 30°06'00" N
LONGITUDE: 96°27'40" W
NOTE: Title furnished by CHESAPEAKE OPERATING, INC. and tract acreages subject to title that are from prior unit plat furnished by Chesapeake Operating, Inc.
This unit was prepared from a partial survey made on the ground, descriptions, and prior unit plat furnished by CHESAPEAKE OPERATING, INC.
Reference is hereby made to a separate description and tract listing of this unit, tract bearing even date herewith.
THE STATE OF TEXAS
COUNTY OF WASHINGTON
I, Donald W. Lampe, Registered Professional Land Surveyor No. 1732 of the State of Texas, do hereby certify that this plat accurately shows the surface location of the CHESAPEAKE OPERATING, INC. BRENHAM DOME NO. 1-H WELL as staked on the ground under my direction during the month of March, 2001.
Dated this the 10th day of December, 2001.
Donald W. Lampe
R.P.L.S. No. 1732
STATE OF TEXAS
REGISTERED
DONALD W. LAMPE
1732
PROFESSIONAL
LAND SURVEYOR
AS-DRILLED PLAT
CHESAPEAKE OPERATING, INC.
BRENHAM DOME NO. 1-H UNIT
NELSON SMITH SURVEY, A-100, J. HODGE SURVEY SURVEY, A-61,
JAMES SCHRIER SURVEY, A-98, S. M. WILLIAMS SURVEY, A-110
WASHINGTON COUNTY, TEXAS
LAMPE SURVEYING
PROFESSIONAL LAND SURVEYORS
DONALD W. LAMPE MATT D. LAMPE
1408 WEST MAIN STREET
P. O. BOX 2037
BRENHAM, TEXAS 77834
(979) 836-9477 * FAX (979) 836-1177
W.O. 2018 2018PRIC2.DWG 2018COX.CRD
2018-01-2

File No. MF098943

Division Order

Date Filed: 3/7/03

Jerry E. Patterson, Commissioner

By _____

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

April 30, 2003

Chesapeake Operating, Inc.
PO Box 18496
Oklahoma City, Oklahoma 18496

Re: State Lease MF098943
Brenham Dome #2-H
32215

The General Land Office has received and filed the division order submitted for the above-referenced state lease. Please be advised that the payment of royalties attributable to state-owned mineral interests is set by statute. As the execution of division orders may, in some cases, affect the manner in which such payments are paid or calculated, it is the policy of this office not to execute them.

Subject to applicable state law and the state's right to take its production in-kind, the General Land Office acquiesces to the sale of oil and gas under the terms and conditions set out in the oil and gas lease. If you should have questions concerning this matter, please feel free to call me at (512) 463-6521.

Sincerely,

Beverly Boyd

Beverly Boyd, Lease Analyst
Mineral Leasing Division

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495
Post Office Box 12873 • Austin, Texas 78711-2873
512-463-5001 • 800-998-4GLO
www.glo.state.tx.us

RECEIVED
03 APR 09 PM 4:08
ENERGY

To: Interest Owners

Re: Brenham Dome #2-H
Washington County, Texas

Enclosed is an amended Division Order for the Brenham Dome #2 necessitated by a further change in the leases for the State of Texas. This change is effective from first production.

F:/do-dept/patsy word/Brenham Dome #2/amended do letter

DIVISION ORDER

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

PROPERTY NO: 322215
EFFECTIVE: FIRST PRODUCTION
PREPARED BY: PATSY WATTERS
DATE PREPARED: 4/9/03
PRODUCT(S): OIL & GAS

This agreement is made and entered into on April 9, 2003.

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. OWNER NO: 654577 INT TYPE: 5 (1 = WI, 2 = RI, 3 = ORI)

PROPERTY: BRENHAM DOME #2-H OWNER: **STATE OF TEXAS M- 98943**

LEGAL DESCRIPTION: NELSON SMITH SVY, A-100, J HODGE SVY, A-61, JAMES SCHRIER SVY, A-98, S.M. WILLIAMS SVY, A-110

WASHINGTON, TEXAS COMMENTS: TRACT 8

UNIT ACRES: 969.390000

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
SS	3.400000	0.16666667	0.00058456	n/a	n/a	n/a	n/a	n/a	n/a

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 $100.00 may be accrued before disbursement until the total amount equals $100.00, 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.	REVENUE ADDRESS
	COPY FOR YOUR RECORDS		CORRESPONDENCE ADDRESS

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.

8.

File No. MF098943

Division Order

Date Filed: 4/30/02

Jerry E. Patterson, Commissioner

By

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

PA03-52

Unit Number	*3288*		
Operator Name	*CHESAPEAKE EXPLORATION LTD PRNSHP*	*Effective Date*	*4/15/03*
TaxID:	[redacted]	*Unitized For*	*Oil & Gas*
Unit Name	*Brenham Dome No. 2-H Unit*	*Unit Term*	*0 Months*
County1	*Washington*		

Old Unit Number	*Inactive Status Date*
3179	*4/15/03*
0	
0	
0	
0	

County 2	
County 3	
RRC District:	*03*
Unit Type:	*Permanent*
State Royalty Interest:	*0.0032724734111*
State Part in Unit:	*0.0155871217982*
Unit Depth	**Below**
Below Depth	**15133 MD**
Above Depth	**19845 MD**

Well: *Unit*
Formation: *Austin Chalk*
[If Exclusions Apply: See Remarks]

MF Number	MF098943		*Tract Number*	8	
Lease Acres	3.4	/	*Total Unit Acres*	969.39	=
Tract Participation:	0.0035074	X			
Lease Royalty	0.16667	=	*Manual Tract Participation:*	0	*See Remark*
Tract Royalty Participation	0.0005846		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

65-902394

MF Number	MF100805		*Tract Number*	9			
Lease Acres	2	/	*Total Unit Acres*	969.39	=		
Tract Participation:	0.0020632	X					
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remark*		
Tract Royalty Participation	0.0005158		*Manual Tract Royalty:*	0			

Tract Royaly Reduction No
Tract Royalty Rate 0
Tract On-Line Date:

01-101204

MF Number	MF101805		*Tract Number*	27			
Lease Acres	5.15	/	*Total Unit Acres*	969.39	=		
Tract Participation:	0.0053126	X					
Lease Royalty	0.1875	=	*Manual Tract Participation:*	0	*See Remark*		
Tract Royalty Participation	0.0009961		*Manual Tract Royalty:*	0			

Tract Royaly Reduction No
Tract Royalty Rate 0
Tract On-Line Date:

LS-902394

MF Number	MF102977		*Tract Number*	37			
Lease Acres	1.12	/	*Total Unit Acres*	969.39	=		
Tract Participation:	0.0011554	X					
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remark*		
Tract Royalty Participation	0.0002888		*Manual Tract Royalty:*	0			

Tract Royaly Reduction No
Tract Royalty Rate 0
Tract On-Line Date:

01-101204

MF Number	MF102547		*Tract Number*	37	
Lease Acres	3.44	/	*Total Unit Acres*	969.39	=
Tract Participation:	0.0035486	X			
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remark*
Tract Royalty Participation	0.0008872		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

01-101204

API Number *RRC Number*

Remarks:

Prepared By:	TT	*Prepared Date:*	4-15-03
GLO Base Updated By:	M. Shaw	*GLOBase Date:*	5-1-03
RAM Approval By:	e	*RAM Approval Date:*	5/8/03
GIS By:		*GIS Date:*	
Mineral Maps By:		*Mineral Maps Date:*	

Pooling Committee Report

To: School Land Board

PA03-52

Date of Board Meeting: April 15, 2003

Unit Number: 3288

Effective Date: 4/15/03

Unit Expiration Date: Permanent

Applicant: CHESAPEAKE EXPLORATION LTD PRNSHP

Operator: CHESAPEAKE EXPLORATION LTD PRNSHP

County 1: Washington

County 2:

County 3:

Unit Name: Brenham Dome No. 2-H Unit

Field Name: Giddings (Austin Chalk, Gas)

Lease Type	MF Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres in Unit	Royalty Participation
UR	(M-102547)	0.25				3.44	0.0008872
UR	(M-102997)	0.25				1.12	0.0002888
SF	MF100805	0.25		3 years	2	2	0.0005158

A part of East Mill Creek is being pooled pursuant to Texas Natural Resources Code 52.076 which gives the School Land Board the authority to pool unleased riverbeds and channels.

SF = State Fee RAL = Relinquishment Act FR = Free Royalty UR = Unleased River

Private Acres:	962.83
State Acres:	6.56
Total Unit Acres:	969.39

Participation Basis:	
Surface Acreage	
State Acreage:	0.68%
State Unit Royalty:	0.17%

Unit Type:	Unitized for:
Permanent	Oil & Gas
Term: 0	Months

Well Location: Private Land

RRC Rules:	Spacing Acres:
Special Field Rule	1,800

Pooling Agreement Number: PA03-52

REMARKS:

- Chesapeake Exploration Limited Partnership is requesting amendments to the Brenham Dome Unit by increasing the size of the unit from 840 acres to 969.39 acres and to expand the unitized interval to be 15,133 feet measured depth to 19,845 feet measured depth.

- The School Land Board approved permanent oil and gas pooling from 15,133 feet measured depth to 18,650 feet measured depth on June 18, 2002.

- The applicant completed two additional horizontal laterals within the proposed unit boundaries on February 28, 2003.

- To compensate the state for lost lease bonus on the unleased 1.12 acres of East Mill Creek the applicant has agreed to pay the Permanent School Fund $168.00 or $150 per acre.

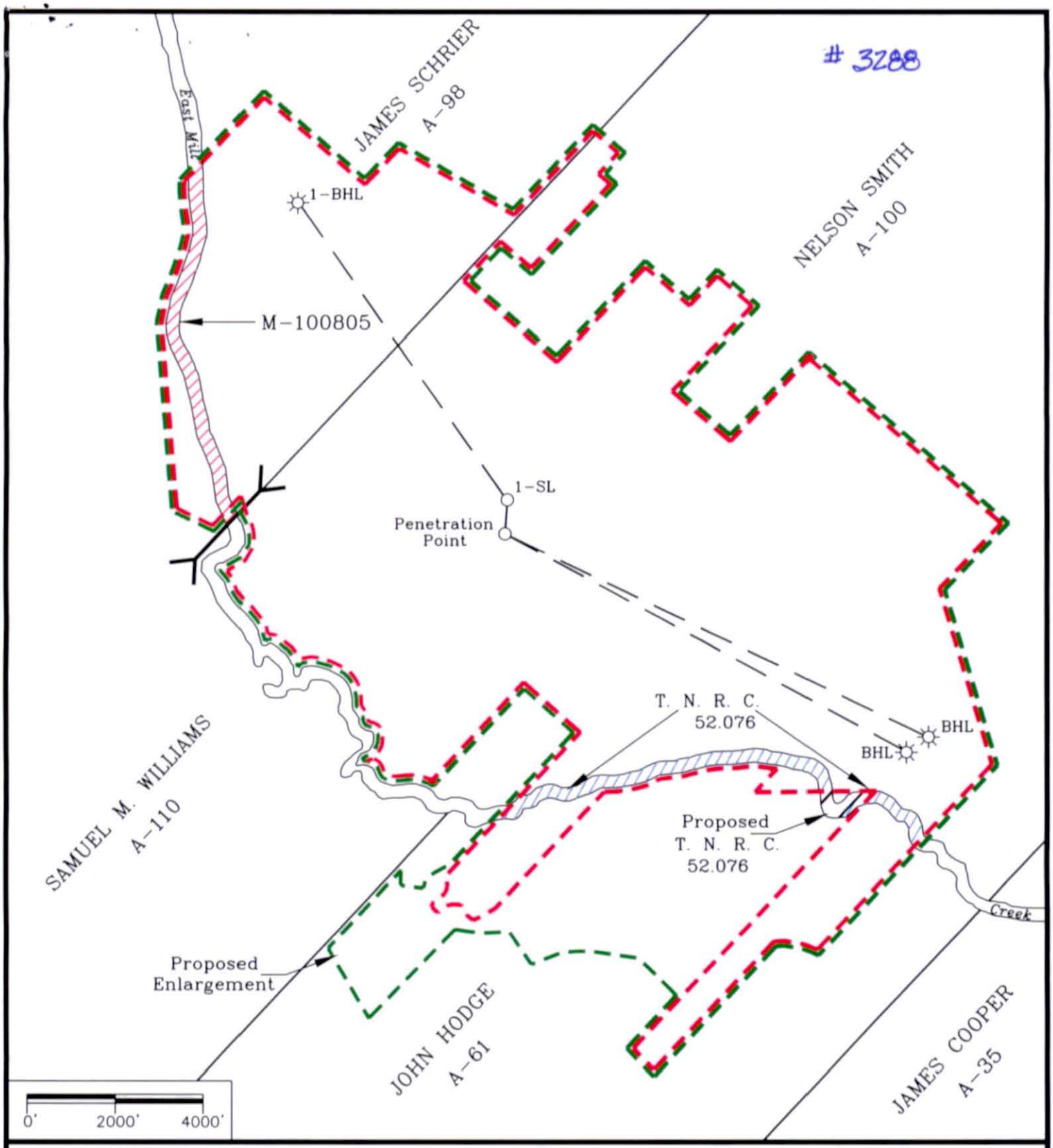
- With approval of the unit, the state's unit royalty participation will be 0.17% which is a slight increase over the current unit. Approval by the School Land Board in no way ratifies any of the state leases included in this proposed unit.

POOLING COMMITTEE RECOMMENDATION:

- The Pooling Committee recommends Board approval of the amendments to the Brenham Dome Unit under the above-stated provisions.

Jeffee Martinez-Vargas — Date: 4/2/03

Peter A. Boone — Date: 4.2.03



03-52\ft\04-03

CHESAPEAKE EXPLORATION LTD. PRNSHP.

BRENHAM DOME NO. 2-H UNIT

GIDDINGS (AUSTIN CHALK, GAS)

M-100805 AND PART OF EAST MILL CREEK
BEING POOLED PURSUANT TO TNRC 52.076

WASHINGTON COUNTY

5·30·03

AMENDMENT OF POOLING AGREEMENTS
CHESAPEAKE EXPLORATION LTD. PARTNERSHIP
BRENHAM DOME NO. 1-H UNIT
(Now the BRENHAM DOME NO. 2-H UNIT)
WASHINGTON COUNTY, TEXAS

WHEREAS, on June 18, 2002, the Chesapeake Exploration Ltd. Partnership, Brenham Dome No. 1-H Unit in Washington County, Texas, was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, pursuant to such approval, Chesapeake Exploration Ltd. Partnership et al. ("Lessee") and the Commissioner of the General Land Office of the State of Texas entered into that certain Pooling Agreement and Pooling Agreement Pursuant to TNRC §52.076 ("Agreements") to pool certain State lands into the Brenham Dome No. 1-H Unit covering 840 acres of land in Washington County, Texas, more particularly described in said Agreements on file in the Archives and Records of the Texas General Land Office at Austin, Texas, in Mineral Files M-100805 and M-102547; and

WHEREAS, on April 15, 2003, Chesapeake Exploration Ltd. Partnership made application and the School Land Board approved its application to amend the Agreements to increase the unit area from 840 acres to 969.39 acres including an additional 1.12 acres of East Mill Creek and to change the unitized interval in the Agreements; and

WHEREAS, the Commissioner of the General Land Office finds that amending said Agreements as approved by the School Land Board is in the best interest of the State of Texas:

NOW THEREFORE, in consideration of the premises and of the mutual agreements contained in the Agreements, it is agreed that the Agreements are now known as the BRENHAM DOME NO. 2-H UNIT and that they be amended as to their unit area by deleting the exhibits of the Pooling Agreement and Exhibits "A", "B" and "C" to Exhibit "2" of the Pooling Agreement Pursuant to TNRC §52.076 in their entirety and substituting the attached Exhibit "A" as a list of the oil and gas leases included within the amended pooled unit, the attached Exhibit "B" as a description of the lands included in the amended pooled unit and the attached Exhibit "C" as a plat of the amended 969.39 acre pooled unit and that the Agreements be amended as to the unitized interval by deleting Paragraph 3 of the Pooling Agreement and Paragraph 3 of Exhibit 2 of the Pooling Agreement Pursuant to TNRC §52.076 and substituting the following paragraph therefor and that the Pooling Agreement Pursuant to TNRC §52.076 be amended by changing all references to 840 acres to now be 969.39 acres and all references to 3.44 acres to now be 4.56 acres:

"MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 15,133 feet measured depth to 19,845 feet measured depth as seen on the log of the Chesapeake Exploration Ltd. Partnership, Brenham Dome No. 1 well ("unitized interval").

Nothing in this Amendment, nor the approval of this Amendment by the School Land Board, nor the execution of this Amendment by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

This Amendment of Pooling Agreements may be executed in counterparts and, if so executed, shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Amendment of Pooling Agreements are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Amendment of Pooling Agreements so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of Term Pooling Agreement upon the respective dates indicated below but to be effective as of April 15, 2003.

Date Executed May 19, 2003

STATE OF TEXAS

Legal
Content
Geology
Executive

By _____
Jerry E. Patterson, Commissioner
General Land Office

5·30·03

Date Executed May 19, 2003

Chesapeake Exploration Ltd. Partnership
By: Chesapeake Operating, Inc., General Partner

By: _____
Henry J. Hood, Senior Vice President

Its: Land and Legal of Chesapeake Operating, Inc., General Partner

CERTIFICATE

I, Amber Maxwell, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 15th day of April, 2003, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 4th day of June, 2003.

Amber Maxwell
Secretary of the School Land Board

STATE OF OKLAHOMA

COUNTY OF Oklahoma

This instrument was acknowledged before me on May 19th, 2003, by Henry J. Hood as Sr. Vice Pres - Land & Legal of Chesapeake Operating, Inc. general partner on behalf of Chesapeake Exploration Ltd. Partnership.

TWILA I. HINES NOTARY PUBLIC # 02009806 EXP. 6/10/06 IN AND FOR STATE OF OKLAHOMA OKLAHOMA COUNTY

Twila I. Hines
Notary Public in and for the
State of Oklahoma

CHESAPEAKE OPERATING, INC. **November 15, 2002**
BRENHAM DOME NO. 2-H UNIT
969.39 ACRES
WASHINGTON COUNTY, TEXAS
Nelson Smith Survey, A-100
James Schrier Survey, A-98
S. M. Williams Survey, A-110
J. Hodge Survey, A-61

TRACT LISTING

TRACT	MINERAL OWNER(S)	ACREAGE	VOLUME/PAGE *
1	Clamens Tiemann, et ux	11.86 Acres	916/41
2	Bruno Bolcerek, et al	24.38 Acres	330/970
3	Herbert P. Bender, et ux	21.26 Acres	661/478
4	Ervin H. Sommerfeld	16.99 Acres	318/140
5	Michelle E. Steele, et vir	3.72 Acres	673/235
6	Ricky Kapchinski	1.39 Acres	894/544
7	Peggy Wilkes	0.61 Acre	464/729
→ 8	State of Texas	3.40 Acres	91/154
→ 9	State of Texas	3.56 Acres	Sovereignty
10	Clamens Tiemann, et ux	10.51 Acres	916/41
11	Clamens Tiemann, et ux	53.46 Acres	916/41
12	Barry Lee Duncan, et ux	12.34 Acres	661/469
13	Joanne P. Walters	1.07 Acres	837/405
14	Alphonse J. Kwiatkowski, et ux	2.43 Acres	386/877
15	Robert L. Schoenvogel, et ux	19.51 Acres	370/679
16	Walter Richter, et al	11.20 Acres	131/148
17	Rodney K. Merimon, et ux	6.84 Acres	733/55
18	William Gary Grantham, et ux	2.01 Acres	659/629
19	Bruno Bolcerek, et al	7.41 Acres	330/970
20	Roy W. Rueter, et ux	34.23 Acres	272/116
21	Leonard Earl Addicks, et ux	35.08 Acres	725/519
22	Julian Bolcerek, et ux	20.87 Acres	330/966
23	Bennie Bolcerek, et ux	21.35 Acres	330/962
24	Donna K. Bolcerek	1.00 Acre	704/795
25	Kermit Kolwes, et ux	26.27 Acres	243/94
26	Charles Konieczny	86.39 Acres	288/309
→ 27	State of Texas	5.95 Acres	52/69
28	Melvin H. Rogge, et ux	39.74 Acres	418/154
29	Robert James Davis	29.74 Acres	696/92,739/724
30	Waldo E. Moeller, et al	60.98 Acres	261/141
31	Ray L. Weiss, et ux	61.13 Acres	725/32
32	Harold D. Barr, et ux	8.39 Acres	829/336
33	Alvin Lehmann, et al	116.81 Acres	848/834
34	Waldo E. Moeller, et al	40.32 Acres	305/245
35	John Kemper, et al	14.99 Acres	739/724
36	Ida Spain Loeffler Estate, et al	57.69 Acres	104/476
→ 37	State Of Texas	3.00 Acres	Sovereignty

CHESAPEAKE OPERATING, INC.
BRENHAM DOME NO. 2-H UNIT
969.39 ACRES

38	*Bernard Dannhaus, et al*	*24.79 Acres*	*848/870*
39	*Harold Koening, et ux*	*23.84 Acres*	*363/692*
40	*Robert L. Koening, et ux*	*2.68 Acres*	*655/794*
41	*Martin S. Albrecht, et al*	*12.36 Acres*	*562/587*
42	*Bernard E. Dannhaus*	*0.79 Acre*	*842/520*
43	*Waldo Dannhaus, et al*	*15.07 Acres*	*848/864*
44	*Clarence F. Wehmeyer*	*4.23 Acres*	*57B & 58A, P.R.W.C., Tx.*
45	*Weldon Moeller*	*4.13 Acres*	*57B & 58A, P.R.W.C., Tx.*
46	*Melvin W. Loesch*	*2.27 Acres*	*57B & 58A, P.R.W.C., Tx.*
47	*Brian K. Fritz*	*1.35 Acres*	*57B & 58A, P.R.W.C., Tx.*
	UNIT TOTAL	*969.39 ACRES*	

Tract acreages subject to this Unit are from prior plat and or deed/lease documents furnished by Chesapeake Operating, Inc., or scaled from the unit plat.

**** Recording references - Volume & Pages (Vol./Pg.) are Deed or Official Records of Washington County, Texas.***

Title furnished by Chesapeake Operating, Inc.

2018-02
2018LIS3

CHESAPEAKE OPERATING, INC.

BRENHAM DOME NO. 2-H
969.39 ACRE UNIT
WASHINGTON COUNTY, TEXAS

Being 969.39 acres of land out of the James Schrier Survey A-98, the Nelson Smith Survey, A-100, the S. M. Williams Survey, A-110, and the J. Hodge Survey, A-61, Washington County, Texas, and being more particularly described as follows:

BEGINNING at a 3/4" iron pipe found for the north corner hereof and of a Herbert P. Bender tract (661/478, O.R.W.C.,Tx.), common with the west corner of an Anna M. Meschwitz tract (862/619, O.R.W.C.,Tx.) being on a southeast line of a Clamens Tiemann, Jr., et al tract (714/679 & 720/425, O.R.W.C.,Tx.);

THENCE along the perimeter of this unit tract, as follows:
South 47 degrees 31 minutes 59 seconds East 1306.48 feet to a 3/8" iron rod found;
North 42 degrees 13 minutes 58 seconds East 493.37 feet to a 3/8" iron rod found; and
South 58 degrees 30 minutes 11 seconds East 1319.47 feet to an exterior corner hereof in the center of F.M. Highway 332;

THENCE along said highway, as follows:
Along a curve to the left, having a central angle of 3°09'42", radius of 1432.37 feet, an arc length of 79.04 feet, and a chord of North 43 degrees 58 minutes 06 seconds East 79.03 feet to corner in said highway; and
North 43 degrees 23 minutes 16 seconds East 1028.36 feet to a northerly exterior corner hereof in said highway;

THENCE South 47 degrees 40 minutes 39 seconds East 227.96 feet to a 1/2" iron rod found for the east corner of Lot 1 of J. D. Bassel Subdivision, 57B & 58A, Plat Records of Washington County, Texas;

THENCE as follows:
South 42 degrees 20 minutes 35 seconds West 257.49 feet to corner in Woodlands Road;
South 48 degrees 21 minutes 21 seconds East 180.31 feet to corner in Woodlands Road;
South 42 degrees 21 minutes 47 seconds West 1124.68 feet to the south corner of Lot 16 of J. D. Bassel Subdivision; and
North 47 degrees 41 minutes 10 seconds West 413.97 feet to corner in Salem Road;

THENCE in Salem Road, as follows:
South 16 degrees 50 minutes 30 seconds West 3.68 feet;
South 41 degrees 04 minutes 32 seconds West 285.33 feet;
South 45 degrees 20 minutes 16 seconds West 170.07 feet; and
South 52 degrees 26 minutes 24 seconds West 21.90 feet to an interior corner hereof in Salem Road;

THENCE, as follows:
South 47 degrees 45 minutes 58 seconds East 794.89 feet;
South 17 degrees 56 minutes 05 seconds East 58.75 feet;
North 43 degrees 19 minutes 47 seconds East 49.96 feet; and
South 47 degrees 42 minutes 12 seconds East 353.71 feet to the south corner of said Bassel Subdivision;

THENCE along a portion of the southeast line of said subdivision, North 42 degrees 47 minutes 15 seconds East 1243.01 feet to a 3/4" iron pipe found at a fence corner for the west corner of an E. Thielemann tract (271/468, D.R.W.C.,Tx.);

THENCE South 47 degrees 30 minutes 12 seconds East 523.41 feet to a 1/2" iron rod found at a fence corner, and South 46 degrees 04 minutes 25 seconds East 19.04 feet to a 1/2" iron rod found at a fence corner for the south corner of said Thielemann tract;

THENCE North 44 degrees 18 minutes 39 seconds East 261.96 feet to a 1/2" iron rod found, and North 41 degrees 41 minutes 18 seconds East 182.89 feet to an interior corner of the Chesapeake Operating, Inc. - Tiemann No. 1-H Unit;

THENCE South 47 degrees 27 minutes 14 seconds East, at 444.87 feet pass a corner of Salem Road (52/69, D.R.W.C.,Tx.), at 2571.33 feet pass a southeast line of Salem Road, at a total distance of 3580.87 feet to a south corner of said Tiemann Unit No. 1-H on a southeast line of a Waldo E. Moeller tract (305/245, D.R.W.C.,Tx.), common with a northwest line of an Ida S. Loeffler tract (104/476, D.R.W.C.,Tx.);

THENCE along said common line, South 42 degrees 10 minutes 03 seconds West 114.77 feet, and South 41 degrees 25 minutes 32 seconds West 728.59 feet to an interior corner hereof on said common line;

CHESAPEAKE OPERATING, INC.
BRENHAM DOME NO. 2-H

THENCE through said Loeffler tract, South 16 degrees 46 minutes 06 seconds East 1748.18 feet to a southeasterly exterior corner hereof on a southeast line of said Loeffler tract, common with the northwest line of a Frank Randle tract (17/433, D.R.W.C.,Tx.) and with a northwest line of the Chesapeake Operating, Inc. - Mill Creek OL No. 1-H Unit;

THENCE along said common line, South 41 degrees 53 minutes 30 seconds West 1047.85 feet to a 5/8" iron rod found for the south corner of said Loeffler tract;

THENCE, as follows:
North 38 degrees 28 minutes 00 seconds West 54.94 feet to a 5/8" iron rod found for the east corner of a Larry W. Kendrick tract (870/478, O.R.W.C.,Tx.); and
South 42 degrees 46 minutes 11 seconds West 1448.57 feet to a southerly exterior corner hereof in Lehmann Lane;

THENCE along or near the center of Lehmann Lane, as follows:
North 61 degrees 30 minutes 52 seconds West 36.77 feet;
North 68 degrees 18 minutes 52 seconds West 234.27 feet;
North 82 degrees 24 minutes 52 seconds West 68.80 feet; and
South 84 degrees 54 minutes 08 seconds West 29.98 feet to an interior corner hereof in Lehmann Lane;

THENCE South 42 degrees 18 minutes 13 seconds West 1699.04 feet to the most southerly corner hereof and an interior corner of the UPRC - Calvin Boecker Unit No. 1;

THENCE, as follows:
North 47 degrees 08 minutes 03 seconds West 89.43 feet;
North 44 degrees 43 minutes 50 seconds West 289.50 feet to a 3/8" iron rod found;
North 42 degrees 54 minutes 32 seconds East 742.63 feet to a 1/2" iron rod found;
North 42 degrees 57 minutes 19 seconds West, at 404.12 feet pass a 3/4" iron pipe found on the south margin of Lehmann Lane, at a total distance of 436.15 feet to an interior corner hereof in Lehmann Lane;

THENCE in Lehmann Lane, S 84° 18' 33" W 80.99 feet to corner in same;

THENCE along southerly lines of this unit tract, as follows:
N 83° 01' 18" W 561.65 feet to a 2" iron pipe found;
S 67° 51' 13" W 387.14 feet;
N 40° 21' 08" W 426.27 feet to a 3/8" iron rod found;
S 89° 36' 20" W 158.12 feet, to a 3/8" iron rod found;
N 78° 35' 05" W 369.20 feet;
S 42° 10' 34" W 1168.75 feet, to a 1/2" slick iron rod found for the south corner of an Alvin Lehmann tract called 115.762 acres (848/834, O.R.W.C.,Tx.);
N 33° 49' 17" W 789.76 feet to a 1-1/4" iron pipe found for the west corner of said Lehmann tract; and
N 42° 13' 25" E 1060.38 feet to corner in the old channel of Mill Creek;

THENCE along the center of the old channel of Mill Creek, as follows:
S 00° 15' 50" E 171.64 feet;
S 80° 01' 45" E 226.86 feet;
N 31° 17' 05" E 128.33 feet;
N 53° 40' 38" E 81.76 feet; and
S 04° 02' 33" E 85.10 feet to the west corner of a Ray Weiss tract (725/32, O.R.W.C.,Tx.);

THENCE along a northwest line of said Weiss tract, common with a southeast line of another Ray Weiss tract (829/336, O.R.W.C.,Tx.), North 43 degrees 08 minutes 51 seconds East 1904.49 feet to an interior corner hereof on said common line;

THENCE through last said Weiss tract, North 49 degrees 12 minutes 00 seconds West 415.41 feet to a 1/2" iron rod found in a concrete monument, being an interior corner of last said Weiss tract;

THENCE North 49 degrees 12 minutes 00 seconds West 223.68 feet to a 2" iron pipe found for a north corner of last said Weiss tract;

THENCE along a portion of a northwest line of last said Weiss tract, South 43 degrees 05 minutes 59 seconds West 1455.39 feet to a westerly exterior corner hereof on the northeast bank of Mill Creek;

THENCE along the northeast bank of Mill Creek with its meanders, as follows:
North 45 degrees 35 minutes 27 seconds West 8.39 feet;
North 66 degrees 37 minutes 38 seconds West 39.21 feet;
North 83 degrees 09 minutes 41 seconds West 28.69 feet;
South 68 degrees 20 minutes 40 seconds West 50.87 feet;
South 83 degrees 48 minutes 50 seconds West 62.94 feet;
North 79 degrees 37 minutes 08 seconds West 54.24 feet;

CHESAPEAKE OPERATING, INC.
BRENHAM DOME NO. 2-H

North 84 degrees 37 minutes 45 seconds West 73.88 feet;
South 80 degrees 15 minutes 54 seconds West 74.48 feet;
North 62 degrees 09 minutes 05 seconds West 43.39 feet;
North 42 degrees 13 minutes 24 seconds West 117.57 feet;
North 43 degrees 39 minutes 56 seconds West 111.74 feet;
North 25 degrees 39 minutes 43 seconds East 28.18 feet;
North 20 degrees 05 minutes 36 seconds West 48.01 feet;
North 62 degrees 19 minutes 39 seconds West 40.14 feet;
South 48 degrees 03 minutes 14 seconds West 67.29 feet;
South 56 degrees 11 minutes 52 seconds West 39.84 feet;
North 84 degrees 59 minutes 45 seconds West 69.82 feet;
North 09 degrees 52 minutes 30 seconds West 41.74 feet;
North 25 degrees 23 minutes 12 seconds East 53.60 feet;
North 46 degrees 21 minutes 48 seconds East 219.70 feet;
North 44 degrees 24 minutes 43 seconds East 55.21 feet;
North 13 degrees 32 minutes 16 seconds West 34.64 feet;
North 54 degrees 01 minutes 24 seconds West 82.62 feet;
North 54 degrees 44 minutes 00 seconds West 69.63 feet;
North 14 degrees 57 minutes 09 seconds West 63.68 feet;
North 16 degrees 04 minutes 16 seconds West 82.86 feet;
North 49 degrees 19 minutes 37 seconds West 72.33 feet;
North 15 degrees 39 minutes 52 seconds West 64.71 feet;
North 23 degrees 48 minutes 19 seconds East 60.13 feet;
North 04 degrees 01 minutes 55 seconds West 73.96 feet;
North 33 degrees 12 minutes 46 seconds West 72.54 feet;
North 51 degrees 12 minutes 33 seconds West 147.99 feet;
South 85 degrees 14 minutes 35 seconds West 74.71 feet;
South 62 degrees 26 minutes 15 seconds West 59.14 feet;
South 36 degrees 32 minutes 13 seconds West 96.64 feet;
South 80 degrees 51 minutes 30 seconds West 23.71 feet;
North 81 degrees 17 minutes 31 seconds West 51.94 feet;
South 80 degrees 16 minutes 47 seconds West 82.86 feet;
South 26 degrees 18 minutes 33 seconds West 66.66 feet;
South 84 degrees 12 minutes 47 seconds West 133.34 feet;
North 44 degrees 42 minutes 39 seconds West 91.72 feet;
North 00 degrees 12 minutes 58 seconds West 51.00 feet;
North 78 degrees 14 minutes 14 seconds East 49.02 feet;
South 68 degrees 58 minutes 42 seconds East 69.62 feet;
North 77 degrees 34 minutes 10 seconds East 51.24 feet;
North 22 degrees 50 minutes 18 seconds East 76.96 feet;
North 30 degrees 22 minutes 03 seconds West 101.38 feet;
North 51 degrees 01 minutes 06 seconds West 132.25 feet;
North 66 degrees 35 minutes 53 seconds West 34.73 feet;
South 75 degrees 05 minutes 33 seconds West 29.34 feet;
South 38 degrees 17 minutes 20 seconds West 30.79 feet;
South 09 degrees 22 minutes 31 seconds West 31.83 feet;
South 70 degrees 04 minutes 01 seconds West 27.65 feet;
North 23 degrees 57 minutes 05 seconds West 51.53 feet;
North 21 degrees 17 minutes 29 seconds West 54.11 feet;
North 02 degrees 33 minutes 04 seconds West 62.48 feet;
North 32 degrees 47 minutes 34 seconds West 76.54 feet;
North 27 degrees 58 minutes 31 seconds West 74.96 feet;
North 42 degrees 49 minutes 09 seconds West 300.76 feet;
North 31 degrees 02 minutes 01 seconds West 258.12 feet;
North 10 degrees 58 minutes 41 seconds West 104.28 feet;
North 24 degrees 04 minutes 08 seconds West 49.35 feet;
North 61 degrees 36 minutes 42 seconds West 48.33 feet;
North 41 degrees 00 minutes 19 seconds West 30.70 feet;
North 29 degrees 25 minutes 40 seconds East 42.12 feet;
North 42 degrees 40 minutes 36 seconds East 153.41 feet;
North 57 degrees 09 minutes 42 seconds East 123.83 feet;
North 76 degrees 58 minutes 24 seconds East 80.15 feet;
North 20 degrees 45 minutes 25 seconds East 62.86 feet; and
North 08 degrees 56 minutes 20 seconds West 84.97 feet to corner on the east bank of Mill Creek;

THENCE, as follows:

South 71 degrees 25 minutes 25 seconds West 74.94 feet;
North 75 degrees 45 minutes 12 seconds West 6.79 feet to a 1/2" iron rod found; and

CHESAPEAKE OPERATING, INC.
BRENHAM DOME NO. 2-H

North 65 degrees 45 minutes 12 seconds West 500.00 feet to a paint mark found in concrete at a fence corner for the southwest corner of a Clamens Tiemann, Jr. tract (916/41, O.R.W.C.,Tx.);

THENCE along the west line of said Tiemann, Jr. tract, North 05 degrees 46 minutes 56 seconds West 1793.25 feet to a 5/8" iron rod found on the south margin of F. M. Highway 332 (91/154, D.R.W.C.,Tx.);

THENCE along said highway line, North 78 degrees 18 minutes 16 seconds East 90.13 feet to an interior corner hereof on the east bank of Mill Creek;

THENCE along the east bank of Mill Creek with its meanders, as follows:
North 01 degrees 54 minutes 53 seconds East 75.34 feet;
North 19 degrees 57 minutes 26 seconds East 54.95 feet;
North 24 degrees 05 minutes 12 seconds East 47.81 feet;
North 14 degrees 46 minutes 44 seconds East 198.67 feet;
North 46 degrees 15 minutes 24 seconds East 34.55 feet;
North 02 degrees 27 minutes 35 seconds East 44.32 feet;
North 20 degrees 01 minutes 25 seconds East 210.28 feet;
North 13 degrees 42 minutes 03 seconds East 129.27 feet;
North 06 degrees 01 minutes 59 seconds East 250.91 feet;
North 02 degrees 34 minutes 54 seconds West 67.96 feet;
North 14 degrees 54 minutes 28 seconds West 111.78 feet; and
North 13 degrees 28 minutes 07 seconds West 188.57 feet to a 1/2" iron rod found on the east bank of Mill Creek for the south corner of a Clamens Tiemann, Jr, et al tract (222/397, D.R.W.C.,Tx.);

THENCE along the southeast line of last said Tiemann, et al tract, as follows:
North 40 degrees 55 minutes 59 seconds East 689.75 feet to a 3/8" iron rod found; and
North 41 degrees 21 minutes 55 seconds East 401.19 feet, to the PLACE OF BEGINNING, containing 969.39 ACRES of land, more or less.

Compiled from a partial survey made on the ground, prior plat and other documents furnished by Chesapeake Operating, Inc.

Bearings are based on True North obtained by GPS observations.
Prepared in conjunction with a separate plat bearing even date herewith.

Dated this the 15th of November, 2002.

Donald W. Lampe
R.P.L.S. No. 1732

2018-02
2018DES1



DESCRIPTION OF 0.13 ACRE OF
THE BED OF MILL CREEK
CHESAPEAKE OPERATING, INC.
969.39 ACRE BRENHAM DOME NO. 2-H UNIT
WASHINGTON COUNTY, TEXAS

All that certain tract or parcel of land, lying and being situated in Washington County, Texas, being a portion of the bed of Mill Creek situated between the Nelson Smith Survey, A-100, and the J. Hodge Survey, A-61, and being more fully described as follows:

COMMENCING at the approximate west corner of said Nelson Smith Survey, A-100, common with the approximate south corner of the James Schrier Survey, A-98, being on an easterly bank of Mill Creek, the south corner of Tract 11, a west corner of Tract 22, and the southeast corner of Tract 9 of the Chesapeake Operating, Inc. - Brenham Dome No. 2-H 969.39 acre unit;

THENCE, through said Brenham Dome No. 2-H Unit, South 65° 07' 42" East, 6148.31 feet, to the northwest and BEGINNING CORNER of this tract, being on a west bank of Mill Creek and on an east line of said J. Hodge Survey, being a northeast corner of that portion of a Bernard Dannhaus tract lying southwest of Mill Creek (848/870, O.R.W.C.,Tx.), a 1/2" iron rod found for an interior corner of said Dannhaus tract and for the southwest corner of an Ida Loeffler Sprain Estate tract (104/476, D.R.W.C.,Tx.) bears South 88° 16' 14" West, 729.64 feet;

THENCE, crossing Mill Creek, North 88° 16' 14" East 24.24 feet, to a northerly corner of this tract on an east bank of Mill Creek and on a west line of said Nelson Smith Survey, A-100, being the northwest corner of that portion of said Bernard Dannhaus tract lying northeast of Mill Creek;

THENCE, along east and north banks of Mill Creek with its meanders, as follows:
South 02° 05' 51" West 69.62 feet;
South 30° 38' 12" East 34.99 feet;
South 48° 53' 50" East 25.94 feet;
South 78° 12' 33" East 28.59 feet;
North 75° 31' 49" East 33.23 feet; and
North 79° 35' 25" East 69.02 feet, to the northeast corner of this tract on a north bank of Mill Creek and on a south line of said Nelson Smith Survey, being the southeast corner of that portion of said Bernard Dannhaus tract lying northeast of Mill Creek, a 1" iron bar found in a south line of said Sprain tract bears North 42° 15' 56" East, 148.27 feet;

THENCE, crossing Mill Creek, South 42° 15' 56" West, 43.48 feet, to the southeast corner of this tract on a south bank of Mill Creek, being the east corner of that portion of said Dannhaus tract lying southwest of Mill Creek, being on a north line of said J. Hodge Survey;

THENCE, along south and west banks of Mill Creek with its meanders, as follows:
South 87° 46' 01" West 42.46 feet;
South 89° 20' 49" West 60.68 feet;
North 59° 46' 02" West 34.14 feet;
North 38° 27' 13" West 38.78 feet; and
North 00° 44' 19" West 88.04 feet, to the PLACE OF BEGINNING, containing 0.13 acre of land, more or less.

Bearings are based on True North obtained by GPS observations.
(848/870, O.R.W.C.,Tx.) = Volume/Page, Official Records of Washington County, Texas.
(104/476, D.R.W.C.,Tx.)= Volume/Page, Deed Records of Washington County, Texas.
This 0.13 acre tract is part of Tract 37 shown on the Chesapeake Operating, Inc.-Brenham Dome No. 2-H Unit plat dated November 15, 2002.

Dated this the 12th day of February, 2003.

Donald W. Lampe
R.P.L.S.No. 1732

2018-03
2018DES4

STATE OF TEXAS
REGISTERED
DONALD W. LAMPE
1732
PROFESSIONAL
LAND SURVEYOR

DESCRIPTION OF 0.99 ACRE OF
THE BED OF MILL CREEK
CHESAPEAKE OPERATING, INC.
969.39 ACRE BRENHAM DOME NO. 2-H UNIT
WASHINGTON COUNTY, TEXAS

All that certain tract or parcel of land, lying and being situated in Washington County, Texas, being a portion of the bed of Mill Creek situated between the Nelson Smith Survey, A-100, and the J. Hodge Survey, A-61, and being more fully described as follows:

COMMENCING at the approximate west corner of said Nelson Smith Survey, A-100, common with the approximate south corner of the James Schrier Survey, A-98, being on an easterly bank of Mill Creek, being the south corner of Tract 11, a west corner of Tract 22, and the southeast corner of Tract 9 of the Chesapeake Operating, Inc. - Brenham Dome No. 2-H 969.39 acre unit;

THENCE, through said Brenham Dome No. 2-H Unit, South 55° 30' 57" East, 4320.02 feet, to the most westerly and BEGINNING CORNER of this tract, being on a south bank of Mill Creek and on the north line of said J. Hodge Survey, being the east corner of that portion of a Ray Weiss tract lying south of Mill Creek (725/32, O.R.W.C., Tx.);

THENCE, crossing Mill Creek, North 43° 04' 47" East, 25.81 feet, to a northwesterly corner of this tract on a north bank of Mill Creek and on a south line of said Nelson Smith Survey, A-100, being the west corner of that portion of an Alvin Lehmann tract lying north of Mill Creek (848/834, O.R.W.C,Tx.), a 1/2" iron rod found for the north corner of said Lehmann tract bears North 42° 56' 47" East, 2608.42 feet;

THENCE, along the north bank of Mill Creek with its meanders, as follows:
South 49° 30' 47" East, 35.48 feet;
South 85° 45' 31" East, 76.86 feet;
North 38° 14' 20" East, 61.37 feet;
North 40° 02' 04" East, 57.53 feet;
North 69° 26' 53" East, 69.04 feet;
South 77° 22' 10" East, 31.45 feet;
North 79° 49' 31" East, 63.40 feet;
North 49° 12' 37" East, 44.71 feet;
North 74° 57' 47" East, 63.59 feet;
North 56° 49' 54" East, 58.54 feet;
South 88° 42' 42" East, 64.55 feet;
North 55° 18' 58" East, 33.66 feet;
North 86° 20' 31" East, 37.91 feet;
South 67° 24' 52" East, 26.65 feet;
North 71° 26' 09" East, 45.84 feet;
North 77° 39' 07" East, 185.38 feet;
North 26° 50' 43" East, 40.20 feet;
North 73° 05' 20" East, 40.32 feet;
South 65° 06' 08" East, 34.08 feet;
South 83° 09' 49" East, 94.74 feet;
North 35° 23' 10" East, 62.46 feet;
South 85° 31' 09" East, 32.01 feet;
South 50° 31' 10" East, 22.98 feet;
North 83° 33' 17" East, 32.07 feet;
North 64° 34' 44" East, 22.67 feet;
South 86° 31' 03" East, 144.45 feet;
South 56° 17' 40" East, 130.89 feet;
North 73° 32' 44" East, 100.50 feet;
North 86° 10' 37" East, 34.39 feet;
South 53° 10' 49" East, 40.86 feet; and
North 88° 43' 14" East, 49.33 feet, to the northeast corner of this tract on a north bank of Mill Creek and on a south line of said Nelson Smith Survey, being the southeast corner of that portion of said Alvin Lehmann tract lying north of Mill Creek;

THENCE, crossing Mill Creek, South 42° 28' 34" West, 42.92 feet, to the southeast corner of this tract on a south bank of Mill Creek, being the northeast corner of that portion of said Alvin Lehmann tract lying south of Mill Creek, a 1/2" iron rod found for an exterior corner of said Lehmann tract and for the west corner of an Ida Loeffler Sprain Estate tract (104/476, D.R.W.C.,Tx.) bears South 42° 28' 34" West, 512.79 feet;

THENCE, along the south bank of Mill Creek with its meanders, as follows:
South 85° 56' 37" West, 13.19 feet;
North 69° 08' 37" West, 75.93 feet;
South 79° 38' 06" West, 110.44 feet;
North 65° 03' 32" West, 153.85 feet;
North 84° 27' 39" West, 104.20 feet;

0.99 ACRE DESCRIPTION CONTINUED

South 44° 27' 35" West, 27.10 feet;
South 72° 26' 04" West, 17.95 feet;
North 72° 30' 07" West, 68.21 feet;
South 35° 45' 14" West, 47.52 feet;
North 80° 39' 21" West, 139.55 feet;
South 56° 50' 44" West, 34.74 feet;
South 14° 25' 49" West, 21.17 feet;
South 53° 06' 21" West, 15.54 feet;
South 78° 48' 11" West, 194.18 feet;
South 67° 15' 24" West, 37.67 feet;
North 84° 42' 46" West, 72.36 feet;
South 53° 08' 36" West, 20.86 feet;
South 74° 24' 12" West, 17.08 feet;
North 83° 45' 29" West, 39.79 feet;
South 74° 56' 45" West, 17.96 feet;
South 50° 24' 46" West, 26.62 feet;
South 72° 00' 13" West, 86.08 feet;
South 47° 14' 15" West, 43.28 feet;
South 67° 09' 50" West, 30.72 feet;
South 87° 57' 35" West, 99.41 feet;
South 52° 13' 18" West, 54.02 feet;
South 46° 43' 53" West, 115.34 feet;
North 85° 38' 21" West, 69.99 feet; and
North 52° 38' 42" West, 49.25 feet, to the PLACE OF BEGINNING, containing 0.99 acre of land, more or less.

Bearings are based on True North obtained by GPS observations.
(725/32, O.R.W.C.,Tx.) = Volume/Page, Official Records of Washington County, Texas.
(104/476, D.R.W.C.,Tx.) = Volume/Page, Deed Records of Washington County, Texas.
This 0.99 acre tract is part of Tract 37 shown on the Chesapeake Operating, Inc.-Brenham Dome No. 2-H Unit plat dated November 15, 2002.

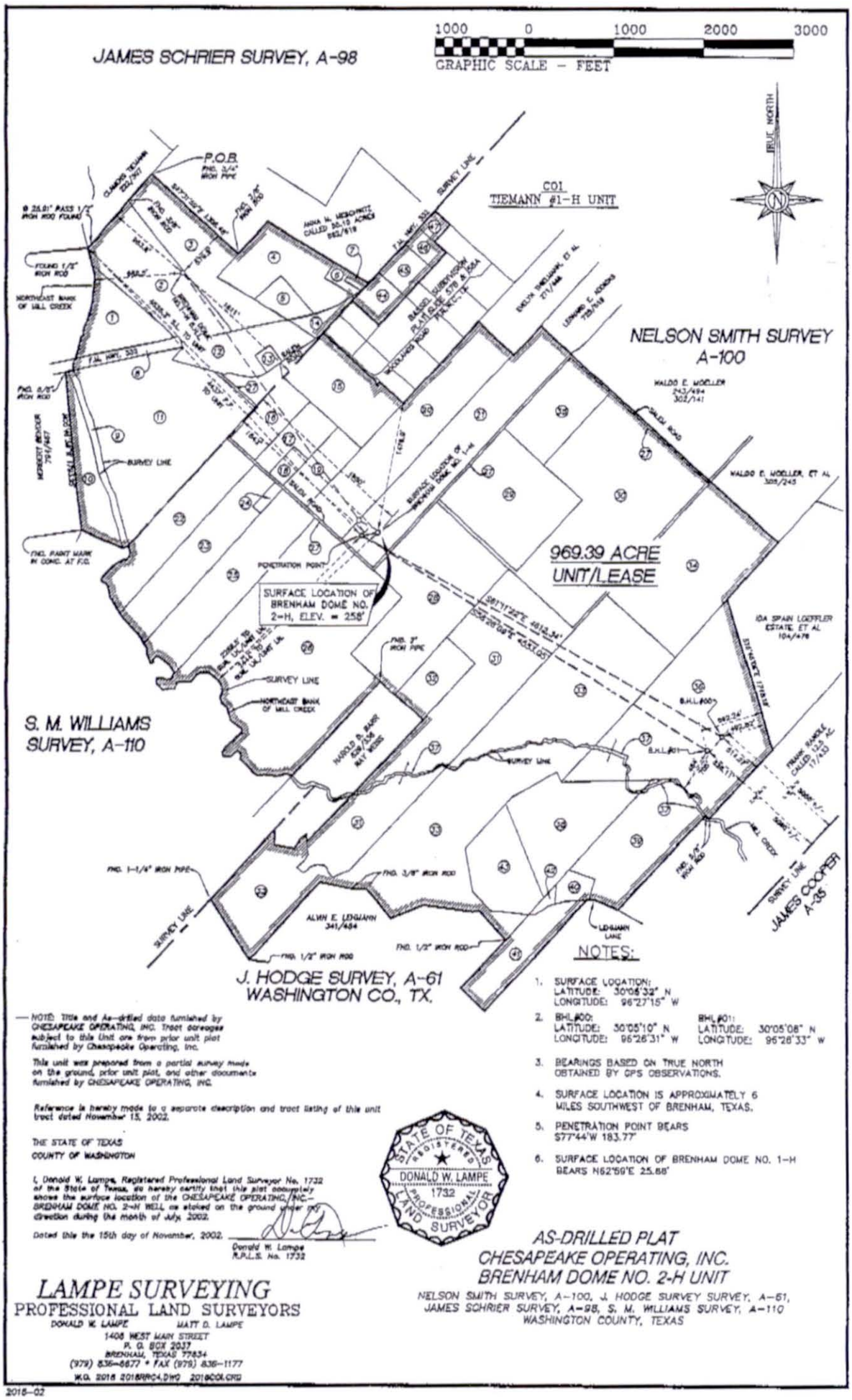
Dated this the 12th day of February, 2003.

Donald W. Lampe
R.P.L.S.No. 1732



2018-03
2018DES3

EXHIBIT "C"



MAR-3-2003 12:29P FROM: TO:18102221713934940S P:1/1

8.A. SLB MT0989943 SLB 12 XX

File No: MT-100805
Boiling Commencement Letter
+ Amendment to Boiling Agreement
Date Filed: 6/17/03
Jerry E. Patterson, Commissioner
By

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

June 13, 2003

Chesapeake Operating Inc.
PO Box 18496
Oklahoma City, OK 73154

Re: State Lease MF098943
Brenham Dome #1-H Tract 8
654577

The General Land Office has received and filed the division order submitted for the above-referenced state lease. Please be advised that the payment of royalties attributable to state-owned mineral interests is set by statute. As the execution of division orders may, in some cases, affect the manner in which such payments are paid or calculated, it is the policy of this office not to execute them.

Subject to applicable state law and the state's right to take its production in-kind, the General Land Office acquiesces to the sale of oil and gas under the terms and conditions set out in the oil and gas lease. If you should have questions concerning this matter, please feel free to call me at (512) 463-6521.

Sincerely,

Beverly Boyd

Beverly Boyd, Lease Analyst
Mineral Leasing Division

DIVISION ORDER

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

PROPERTY NO: 310702
EFFECTIVE: FIRST PRODUCTION
PREPARED BY: PATSY WATTERS
DATE PREPARED: 06/06/03
PRODUCT(S): OIL & GAS

Each of the undersigned guarantees that he is the legal owner of and hereby warrants the title to the interest set out below opposite his name in the oil and gas (defined herein to include all substances contained in such oil and gas) produced from or allocated to the wellbore described hereinafter; and until further written notice, hereby authorizes you or your designated agent to receive and measure such production in accordance with applicable governmental rules and regulations, giving credit as directed below.

OPERATOR: CHESAPEAKE OPERATING, INC. OWNER NO: 654577 INT TYPE: 5 (1 = WI, 2 = RI, 3 = ORI)

PROPERTY: BRENHAM DOME #1-H OWNER: STATE OF TEXAS M- 98943

LEGAL DESCRIPTION: NELSON SMITH SVY, A-100, J HODGE SVY, A-61, JAMES SCHRIER SVY, A-98, S.M. WILLIAMS SVY, A-110

WASHINGTON, TEXAS COMMENTS: TRACT 8

UNIT ACRES: 969.390000

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
SS	3.400000	0.16666667	0.00058456	n/a	n/a	n/a	n/a	n/a	n/a

The oil purchased by you shall become your property when run from the lease tanks or through other lease measuring facilities by you or any carrier or agency designated by you and settlements therefore shall be based on your posted per barrel (42 U.S. Gallons) price for similar oil for the field where produced in effect on the date of each respective run; provided that, during any period in which you have no posted price in effect for the field for similar oil, settlements shall be based upon the posted per barrel related price shown on the face of this division order in effect on the date of each respective run. For settlement purposes, the term "oil" shall include condensate.

Settlements for gas sold at wells or at a central point in or near the field where produced shall be based on the net proceeds at the wells. If the gas is processed in or near the field where produced, settlements shall be based on net value at the wells with such net value being determined as provided in the agreement between the producer and the processor, or in the absence of such an agreement on the same basis as settlements to other producers of gas of like kind and quality processed at the same plant. Where gas is sold subject to regulation by FERC or other governmental authority, the price applicable to such sale as approved by order of such authority shall be used as a basis for determining the net proceeds at the wells or the net value at the wells. For all other gas sold or used off the premises, settlements shall be based on the market value at the wells.

By execution of this Division Order, each interest owner and his successors authorize the Operator to receive all proceeds due him from purchasers of oil, casinghead gas, gas, condensate or other liquid or gaseous hydrocarbons from the above described wellbore and directs each purchaser of production to make payment for his interest directly to the Operator. Each interest owner and his successors separately covenant and agree to hold Operator harmless and not liable for the accounting of payments made under his interest in reliance on the ownership set forth below. Each interest owner and his successors agree to refund to Operator any amounts attributable to an interest or part of an interest that owner does not own and authorizes Operator to withhold and offset future payments to recoup any payments made in error.

Settlements shall be made monthly by your check mailed to the respective parties set out above; however, if the proceeds for any one month amount to less than $100.00, you may defer settlements until the accruals totals that sum, provided that if no payment has been made during the calendar year, payment of accumulated amounts shall be made at least once per year.

You are hereby relieved of any responsibility for determining when any interest herein set forth has been increased, decreased, terminated, or transferred and the undersigned agree to give written notice to you of any such change and to hold you harmless from all loss or expense that may result from any incorrect payment in the absence of such written notice.

In the event of any adverse claim, lien, dispute, or lack of information affecting or concerning title to the property or to the oil and/or gas proceeds from lands described in this division order, you may withhold payment for oil and/or gas until the claim, lien, dispute, or lack of information is settled or resolved, without liability for interest. If a suit is filed affecting the interest of the undersigned, written notice shall be given to you at the address on the front of this division order, together with a copy of the complaint or petition filed. If you, your affiliates, divisions, successors, or assigns are made a party to the proceedings, the undersigned agrees to indemnify you against any judgment rendered in the proceedings and to reimburse you for any costs, attorney's fees and other expenses of the litigation. If requested, the undersigned agrees to furnish evidence of title satisfactory to you. If a refund of a portion of the proceeds derived from the sale of oil and/or gas may be required under any applicable governmental order, rule, regulation or statute, you may withhold the portion of the proceeds subject to refund without liability for interest until indemnity satisfactory to you has been furnished, or until your refund obligation has been fully determined.

This division order may be executed in counterparts and shall be binding on and shall inure to the benefit of all signers hereto, their heirs, successors, and assigns whether or not it is executed by all parties named herein.

WITNESS	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX I.D. NO.	ADDRESS
			CORRESPONDENCE ADDRESS

WORK PHONE NUMBER: ( ) HOME PHONE NUMBER: ( ) FAX NUMBER: ( )

THIS COPY CAN BE RETAINED FOR YOUR RECORDS.

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.

9.

File No. MF098943

Division Order

Date Filed: 6/13/03

Jerry B. Patterson, Commissioner

By



0237

PARTIAL RELEASE OF OIL AND GAS LEASE

L4 830 7

CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby release, relinquish and surrender to the Lessor, its heirs and/or assigns, all its right, title and interest in and to a certain Paid Up Oil and Gas Lease made and entered into by and between the Commissioner of the General Land Office of the State of Texas, as Lessor, and Chesapeake Exploration Limited Partnership, as Lessee, said lease being dated the 15th day of November, 2001, being recorded in the Deed Records of Washington County, Texas, in Volume 1024, at Page 895, Entry #1547, **INSOFAR AND ONLY INSOFAR** as described in the attached Exhibit "A".

IN WITNESS WHEREOF, the undersigned owner has signed this instrument this 31st day of December, 2002.

CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP, an Oklahoma Limited Partnership, by Chesapeake Operating, Inc., General Partner

By: _____
Henry J. Hood
Senior Vice President - Land and Legal

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me this 31st day of December, 2002, by HENRY J. HOOD as Senior Vice President – Land and Legal of Chesapeake Operating, Inc., General Partner of Chesapeake Exploration Limited Partnership.

_____
Notary Public

My Commission Expires:

5/[illegible]

FEB 18 2003
A CERTIFIED copy issued _____
pg. 1 of 2
Beth Rothermel, County Clerk
Washington County, TX _____ Deputy

VOL. 1060 PAGE 402

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT RELEASE OF OIL AND GAS LEASE DATED NOVEMBER 15, 2001.

CHESAPEAKE OPERATING, INC.
DESCRIPTION OF 3.40 ACRES
PART OF STATE MINERAL LEASES M-98943 AND MF-101805
WASHINGTON COUNTY, TEXAS

All that certain tract or parcel of land, lying and being situated in Washington County, Texas in the James Schrier Survey, A-98, being the same land described in a deed from C. A. Lipscomb to Washington County, Texas, dated February 16, 1926, recorded in Volume 91, Page 154, Deed Records of Washington County, Texas (91/154, D.R.W.C.,Tx.), and being more fully described by metes and bounds as follows, to-wit:

BEGINNING at the southwest corner hereof and of said original tract (91/154, D.R.W.C.,Tx.) on a south right-of-way line of F. M. Highway 332 and on the east bank of Mill Creek, being the northwest corner of a Clamens Tiemann, et al tract lying east of Mill Creek (916/41, O.R.W.C.,Tx.), a 1/2" iron rod set for reference bears N 78° 18' 16" E, 19.65 feet;

THENCE, along west lines hereof and of said original tract, being along the east bank of Mill Creek and crossing said highway, N 01° 54' 53" E, 75.34 feet, and N 19° 57' 26" E, 54.95 feet, to the northwest corner hereof on a north line of said highway, being the southwest corner of a Clamens Tiemann, et al tract called 12.019 acres (916/041, O.R.W.C.,Tx.), a 1/2" iron rod set for reference bears N 78° 18' 16" E, 70.29 feet;

THENCE, along north lines of F. M. Highway 332, as follows:
N 78° 18' 16" E, 1146.35 feet, to a 1/2" iron rod set for an interior corner hereof and of said highway, being the southeast corner of last said Tiemann tract;
N 11° 41' 44" W, 5.00 feet, to a concrete highway marker found for the southwest corner of a Bruno Bolcerek, et al tract called 23.696 acres (295/490 & 330/970, D.R.W.C.,Tx.); and
N 78° 18' 16" E, 44.16 feet, to the northeast corner hereof on said highway line, a 3/8" iron rod found for reference bears N 78° 21' 13" E, 557.86 feet;

THENCE, crossing F. M. Highway 332, S 22° 45' 57" E, 127.37 feet, to a concrete highway marker found for an interior corner of said highway, being the southeast corner hereof and of said original tract and the northeast corner of first said Tiemann tract;

THENCE, along a south line of said highway, S 78° 18' 16" W, 1261.53 feet, to the PLACE OF BEGINNING, containing 3.40 acres of land, more or less, as surveyed by Donald W. Lampe, Registered Professional Land Surveyor No. 1732 of the State of Texas.

Bearings are based on True North obtained by GPS observations.
Reference is hereby made to a plat of the Chesapeake Operating, Inc.- Brenham Dome No. 2-H 969.39 acre unit showing various tracts (this tract being shown as Tract 8), dated November 15, 2002.

I, Donald W. Lampe, Registered Professional Land Surveyor No. 1732 of the State of Texas, do hereby certify that this description accurately represents the results of an on the ground survey made under my direction.

Dated this the 26th of December, 2002.

Donald W. Lampe
R.P.L.S. No. 1732

STATE OF TEXAS
REGISTERED
DONALD W. LAMPE
1732
PROFESSIONAL
LAND SURVEYOR

2018-02
2018DES2

FILED FOR RECORD
WASHINGTON COUNTY

03 JAN 14 PM 2:01

BETH A. ROTHERMEL
WASHINGTON CO. CLERK

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

JAN 15 2003

Beth A. Rothermel
Beth Rothermel, County Clerk
Washington County, Texas

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF WASHINGTON
The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession as the same is recorded in the OFFICIAL RECORDS in my office with volume and page number stamped thereon. I hereby certify on

FEB 18 2003

Page 2 of 2

BETH ROTHERMEL
COUNTY CLERK
WASHINGTON COUNTY, TEXAS
By _____ Deputy

10.

File No. MF098943

Partial Release

Date Filed: 10/27/03

Jerry E. Patterson, Commissioner

By

Revised

DESIGNATION OF UNIT

4155

Wilder Unit, Well No. 1

STATE OF TEXAS §

COUNTY OF WASHINGTON §

7/11/02 Gave to Patty for Set up in System

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

VOL. 1037 PAGE 987

The Unit hereby created shall be effective as of the date of first production from the Unit, or from the date operations are commenced anywhere on the Unit, whichever occurs first, and shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the leases covering the Unit are maintained in force by payment or tender of shut-in royalties or by other means, in accordance with the terms of said leases.

IN WITNESS WHEREOF, this Designation of Unit is executed on this 1st day of June, 2002.

RME PETROLEUM COMPANY

By: _____ MN
Its: Attorney-in-Fact

ACKNOWLEDGEMENTS

STATE OF TEXAS §
Montgomery
COUNTY OF ~~HARRIS~~ §

This instrument was acknowledged before me on the 14th day of June ___, 2002, by Andrew C. Ruddeross, the Attorney-in-Fact of RME PETROLEUM COMPANY, a Delaware corporation, on behalf of said corporation.

TAWNY OLVERA
MY COMMISSION EXPIRES
June 12, 2004

_____
Notary Public in and for the
State of Texas
My commission expires: 6/12/04

Exhibit "A"

Attached to and made a part of that certain DESIGNATION OF UNIT WILDER UNIT, WELL NO. 1 dated June 1st, 2002.

ALL REFERENCES TO RECORDING DATA ARE REFERNCES TO INSTRUMENTS FILED IN THE OFFICIAL PUBLIC RECORDS OF WASHINGTON COUNTY, TEXAS

RME LEASE NO.	TX-82318
DATE:	October 1, 1996
LESSOR:	State of Texas – Mill Creek
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Lease – Volume 844, Page 151, File 7393

RME LEASE NO.	TX-94153
DATE:	February 17, 1998
LESSOR:	State of Texas
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Lease – Volume 889, Page 032, File 2236

RME LEASE NO.	TX-94155
DATE:	February 17, 1998
LESSOR:	State of Texas
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Lease – Volume 889, Page 039, File 2237

RME LEASE NO.	TX-96917 (001)
DATE:	March 27, 2000
LESSOR:	Kathryn D. Gummelt, et al
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 960, Page 423, File 2990 Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-96917 (002)
DATE:	March 27, 2000
LESSOR:	Karen Ann Heidemann, et al
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 964, Page 91, File 3907 Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-97000
DATE:	March 23, 2000
LESSOR:	Genevieve Rybarski, et al
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 960, Page 440, File 2998 Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-97001
DATE:	March 17, 2000
LESSOR:	Annie Rybarski, et vir
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 960, Page 442, File 2999 Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-97105 (001)
DATE:	April 18, 2000
LESSOR:	Marjorie Marek Best
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 964, Page 098, File 3910 Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-97105 (002)
DATE:	April 26, 2000
LESSOR:	Kathleen A. Obenhaus
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 964, Page 088, Memorandum of Extension – Volume 1008, Page 773, File 7356

VOL. 1637 PAGE 084

RME LEASE NO.	TX-97105 (003)
DATE:	April 18, 2000
LESSOR:	Melanie V. Best
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 967, Page 861, File 4820 Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-97105 (004)
DATE:	May 11, 2000
LESSOR:	Marilyn Marek Smith
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 967, Page 860, File 4819 Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-97105 (005)
DATE:	April 18, 2000
LESSOR:	Martha Best Johnson
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 967, Page 858, File 4818 Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-97105 (006)
DATE:	August 29, 2000
LESSOR:	Donald M. Wilder
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 971, Page 420, File 5703 Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-97105 (007)
DATE:	August 29, 2000
LESSOR:	Cornelia Margaret Wilder
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 974, Page 869, File 6484 Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-97105 (008)
DATE:	April 17, 2001
LESSOR:	Patrick J. Cole
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 994, Page 335, File 4124

RME LEASE NO.	TX-97105 (009)
DATE:	April 17, 2001
LESSOR:	Michael E. Cole
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 994, Page 333, File 4123

RME LEASE NO.	TX-97105 (010)
DATE:	April 17, 2001
LESSOR:	Patricia DeWare Head
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 994, Page 310, File 4109

RME LEASE NO.	TX-97105 (011)
DATE:	March 30, 2000
LESSOR:	BNB Asset Management Corp.
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 960, Page 436, File 2995 Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-114678
DATE:	May 17, 2001
LESSOR:	Edward Lee Wensel, et ux
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 996, Page 568, File 4537

RME LEASE NO.	TX-114688 (001)
DATE:	May 4, 2001
LESSOR:	Charles Konieczny, et ux
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 994, Page 313, File 4111

RME LEASE NO.	TX-114689 (001)
DATE:	May 4, 2001
LESSOR:	Frank Konieczny
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 994, Page 311, File 4110

RME LEASE NO.	TX-114690 (001)
DATE:	May 4, 2001
LESSOR:	O.S. Andras, et ux
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 996, Page 569, File 4538

RME LEASE NO.	TX-114690 (002)
DATE:	July 16, 2001
LESSOR:	Salem Lutheran Church
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 1007, Page 601, File 7085

RME LEASE NO.	TX-115509
DATE:	November 20, 2001
LESSOR:	Ervin Sommerfeld, et al
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum - Volume 1018, Page 805, File 0091

RME LEASE NO.	TX-115576
DATE:	November 27, 2001
LESSOR:	Larry Boehnemann, et ux
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 1022, Page 409, File 1008

RME LEASE NO.	TX-115580
DATE:	November 21, 2001
LESSOR:	Evelyn M. Kolar
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 1022, Page 398, File 1003

RME LEASE NO.	TX-115582
DATE:	December 5, 2001
LESSOR:	Richard P. Jares, et ux
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 1022, Page 402, File 1005

RME LEASE NO.	TX-115584
DATE:	December 7, 2001
LESSOR:	Caroline A. Finch
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 1022, Page 392, File 0999

RME LEASE NO.	TX-115585
DATE:	December 7, 2001
LESSOR:	Hubert B. Finch, et ux
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 1022, Page 394, File 1000

RME LEASE NO.	TX-115589
DATE:	November 28, 2001
LESSOR:	Charles F. Skweres
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 1022, Page 221, File 0951

VOL. 1037 PAGE 087

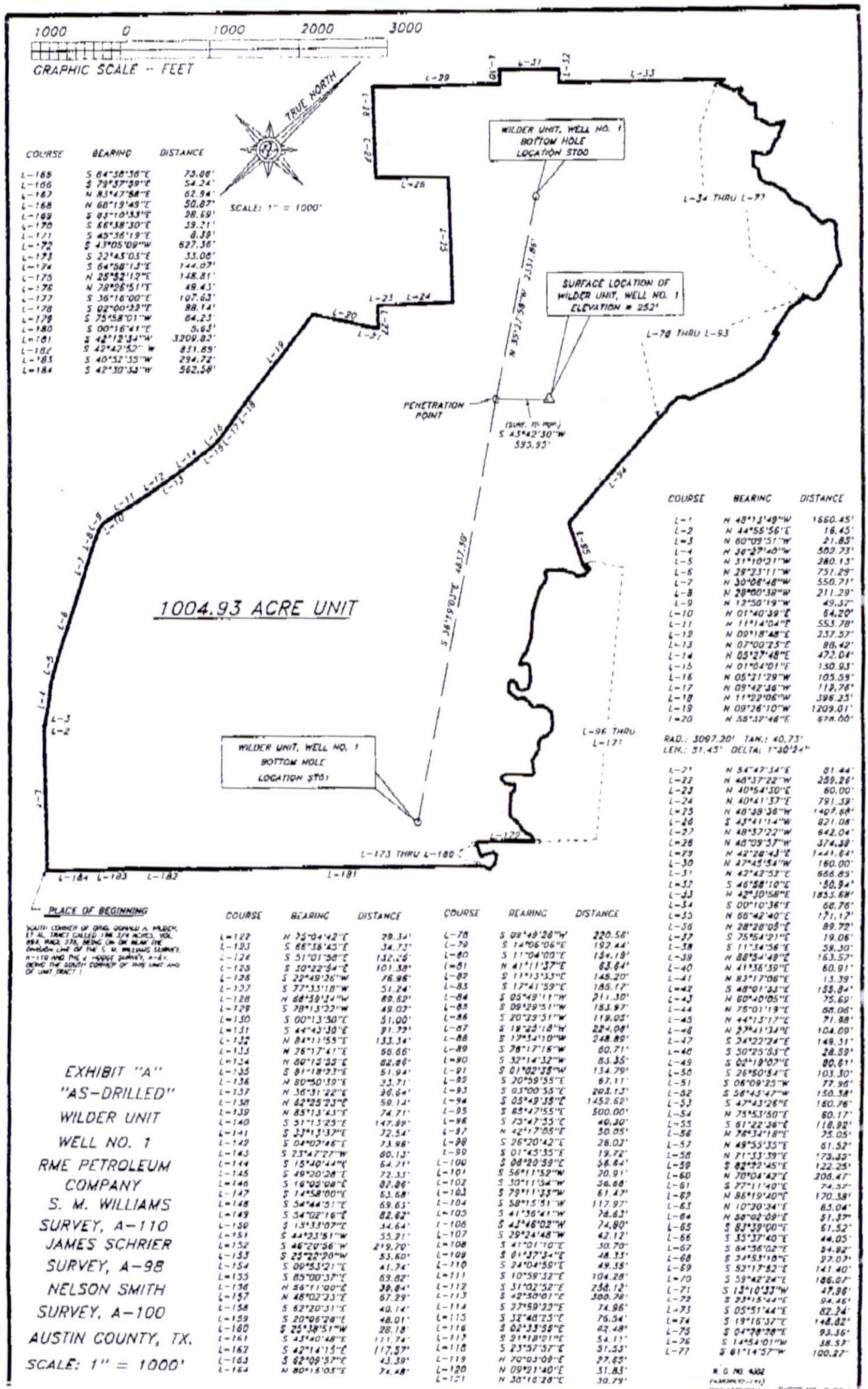
RME LEASE NO.	TX-115695
DATE:	December 28, 2001
LESSOR:	Donald Ray Pearson, et ux
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 1022, Page 395, File 1001

THIS DESIGNATION OF UNIT is limited in depth to only cover and apply to the Austin Chalk formation, as such formation is found in the UPR Goldberg Unit #1 wellbore, located in the John Hodge Survey, A-49, Austin County Texas, between the stratigraphic equivalent of the depths of 15,128' and 15,453' K.B.

Exhibit "B"

VOL. 1637 PAGE 087

Attached to and made a part of DESIGNATION OF UNIT WILDER Unit, WELL NO. 1 dated June 1, 2002



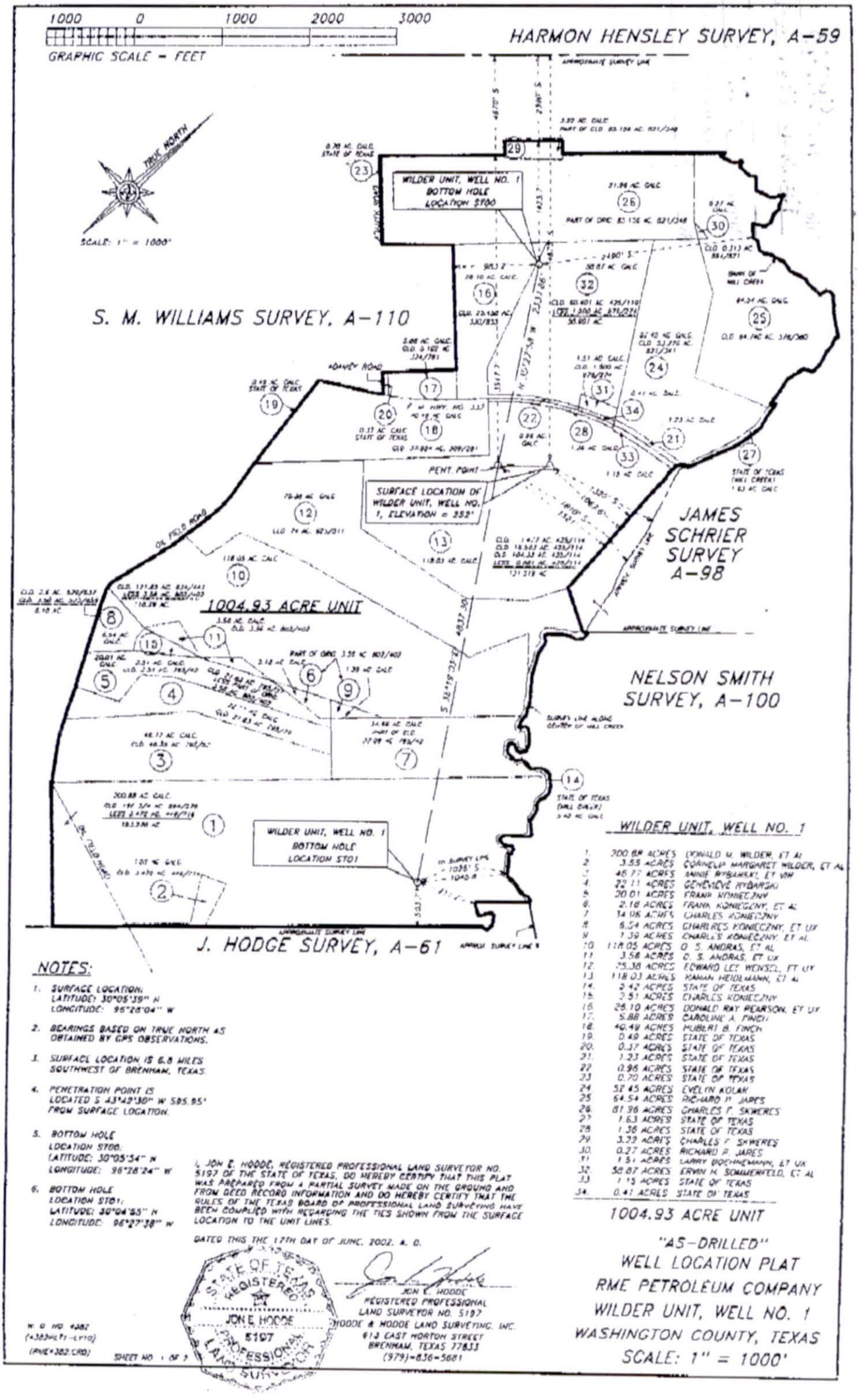
COURSE	BEARING	DISTANCE
L-1	N 48°13'49"W	1660.45'
L-2	N 44°55'56"E	16.45'
L-3	N 60°09'51"W	21.85'
L-4	N 36°27'40"W	502.73'
L-5	N 31°10'21"W	280.13'
L-6	N 28°23'11"W	751.29'
L-7	N 30°08'48"W	550.71'
L-8	N 28°00'38"W	211.29'
L-9	N 12°50'19"W	49.32'
L-10	N 01°40'39"E	54.20'
L-11	N 11°14'04"E	553.78'
L-12	N 09°18'48"E	237.57'
L-13	N 07°00'23"E	98.42'
L-14	N 05°27'48"E	473.04'
L-15	N 01°04'01"E	150.93'
L-16	N 05°21'29"W	105.59'
L-17	N 09°42'36"W	113.76'
L-18	N 11°22'06"W	398.25'
L-19	N 09°26'10"W	1209.01'
L-20	N 55°37'48"E	678.00'
RAD.: 3097.20' TAN.: 40.73' LEN.: 81.45' DELTA: 1°30'24"		
L-21	N 54°47'54"E	81.44'
L-22	N 48°37'22"W	259.26'
L-23	N 40°54'30"E	60.00'
L-24	N 40°41'37"E	791.39'
L-25	N 48°39'36"W	1407.68'
L-26	S 43°41'14"W	821.08'
L-27	N 48°57'22"W	642.04'
L-28	N 48°09'37"W	374.39'
L-29	N 42°28'43"E	1441.64'
L-30	N 47°45'54"W	160.00'
L-31	N 42°42'53"E	666.85'
L-32	S 46°58'10"E	150.94'
L-33	N 42°30'58"E	1855.68'
L-34	S 00°10'36"E	66.76'
L-35	N 66°42'40"E	171.17'
L-36	N 28°28'05"E	89.72'
L-37	S 75°54'21"E	19.06'
L-38	S 11°34'56"E	59.30'
L-39	N 88°54'48"E	163.57'
L-40	N 41°36'39"E	60.91'
L-41	N 83°17'06"E	13.39'
L-42	S 48°01'32"E	155.84'
L-43	N 60°40'05"E	75.69'
L-44	N 75°01'19"E	66.06'
L-45	N 44°13'17"E	71.88'
L-46	N 37°41'34"E	104.09'
L-47	S 24°22'24"E	148.31'
L-48	S 50°25'35"E	28.59'
L-49	S 02°19'07"E	80.61'
L-50	S 26°50'54"E	103.30'
L-51	S 06°09'25"W	77.96'
L-52	S 56°43'47"W	150.38'
L-53	S 47°43'26"E	180.76'
L-54	N 75°53'50"E	60.17'
L-55	S 61°22'36"E	118.92'
L-56	N 76°34'18"E	75.05'
L-57	N 49°53'35"E	61.52'
L-58	N 71°33'39"E	179.33'
L-59	S 82°23'45"E	122.25'
L-60	N 70°04'42"E	206.47'
L-61	S 77°11'40"E	74.57'
L-62	N 86°19'40"E	170.38'
L-63	N 10°20'34"E	83.04'
L-64	N 58°02'09"E	51.37'
L-65	S 83°39'00"E	61.52'
L-66	S 35°37'40"E	44.05'
L-67	S 64°56'02"E	94.92'
L-68	S 24°53'10"E	97.03'
L-69	S 52°17'52"E	141.40'
L-70	S 59°42'24"E	186.07'
L-71	S 13°10'33"W	47.96'
L-72	S 23°15'44"E	94.46'
L-73	S 05°51'44"E	82.24'
L-74	S 19°16'37"E	148.82'
L-75	S 04°28'38"E	93.36'
L-76	S 14°54'01"W	38.53'
L-77	S 61°14'57"W	100.27'

COURSE	BEARING	DISTANCE
L-122	N 75°04'42"E	29.34'
L-123	S 66°38'45"E	34.73'
L-124	S 51°01'56"E	132.26'
L-125	S 30°22'54"E	101.38'
L-126	S 22°49'26"W	76.96'
L-127	S 77°33'18"W	51.24'
L-128	N 88°59'14"W	89.62'
L-129	S 78°13'22"W	49.02'
L-130	S 00°13'50"E	51.00'
L-131	S 44°43'30"E	91.72'
L-132	N 84°11'55"E	133.34'
L-133	N 26°17'41"E	66.66'
L-134	N 86°12'55"E	82.86'
L-135	S 81°18'23"E	51.94'
L-136	N 80°50'39"E	33.71'
L-137	N 36°31'22"E	96.64'
L-138	N 82°25'23"E	59.14'
L-139	N 85°13'43"E	74.71'
L-140	S 31°13'25"E	147.99'
L-141	S 32°13'37"E	72.54'
L-142	S 04°03'46"E	73.98'
L-143	S 23°47'27"W	80.13'
L-144	S 15°40'44"E	64.71'
L-145	S 49°20'28"E	72.33'
L-146	S 16°03'08"E	87.86'
L-147	S 14°58'00"E	53.68'
L-148	S 54°44'51"E	69.63'
L-149	S 54°02'16"E	82.62'
L-150	S 13°33'07"E	34.64'
L-151	S 44°23'51"W	55.31'
L-152	S 46°29'56"W	219.70'
L-153	S 25°22'20"W	53.60'
L-154	S 09°53'21"E	41.74'
L-155	S 85°00'37"E	69.82'
L-156	N 56°11'00"E	39.84'
L-157	N 48°02'23"E	67.29'
L-158	S 62°20'31"E	49.14'
L-159	S 20°06'28"E	48.01'
L-160	S 25°38'51"W	28.18'
L-161	S 43°40'48"E	111.74'
L-162	S 42°14'15"E	117.37'
L-163	S 62°09'57"E	43.39'
L-164	N 80°15'03"E	74.48'

COURSE	BEARING	DISTANCE
L-78	S 09°49'26"W	220.56'
L-79	S 14°06'06"E	193.44'
L-80	S 11°04'00"E	134.19'
L-81	N 41°11'37"E	63.64'
L-82	S 11°13'33"E	145.20'
L-83	S 12°41'59"E	185.12'
L-84	S 05°49'11"W	211.30'
L-85	S 09°29'51"W	153.97'
L-86	S 20°29'51"W	119.05'
L-87	S 19°25'18"W	224.08'
L-88	S 17°34'10"W	248.89'
L-89	S 28°17'16"W	60.71'
L-90	S 32°14'32"W	83.35'
L-91	S 01°02'28"W	134.79'
L-92	S 20°59'55"E	67.11'
L-93	S 03°00'35"E	203.13'
L-94	S 05°49'35"E	1452.62'
L-95	S 65°47'55"E	500.00'
L-96	S 73°47'35"E	40.30'
L-97	N 42°17'05"E	50.05'
L-98	S 26°20'42"E	26.02'
L-99	S 01°45'35"E	19.72'
L-100	S 08°20'59"E	56.64'
L-101	S 56°11'52"W	20.91'
L-102	S 30°11'54"W	36.68'
L-103	S 79°11'33"W	61.47'
L-104	S 58°15'51"W	117.97'
L-105	S 41°36'41"W	76.63'
L-106	S 42°46'02"W	74.80'
L-107	S 29°24'48"W	42.12'
L-108	S 41°01'10"E	30.70'
L-109	S 61°37'34"E	48.33'
L-110	S 24°04'59"E	49.38'
L-111	S 10°59'32"E	104.28'
L-112	S 31°02'52"E	256.12'
L-113	S 42°50'01"E	300.78'
L-114	S 37°59'22"E	74.96'
L-115	S 32°48'25"E	76.54'
L-116	S 02°33'58"E	62.48'
L-117	S 21°18'21"E	54.11'
L-118	S 23°57'37"E	51.53'
L-119	N 70°03'08"E	27.65'
L-120	N 09°21'40"E	51.83'
L-121	N 36°16'28"E	30.79'

VOL. 1037 PAGE 082

Attached to and made a part of DESIGNATION OF UNIT ILDER Unit, WELL NO. 1 dated June 1, 2002



NOTES:

1. SURFACE LOCATION:
   LATITUDE: 30°05'39" N
   LONGITUDE: 96°28'04" W
2. BEARINGS BASED ON TRUE NORTH AS OBTAINED BY GPS OBSERVATIONS.
3. SURFACE LOCATION IS 6.8 MILES SOUTHWEST OF BRENHAM, TEXAS.
4. PENETRATION POINT IS LOCATED S 43°42'30" W 585.95' FROM SURFACE LOCATION.
5. BOTTOM HOLE LOCATION ST00:
   LATITUDE: 30°05'34" N
   LONGITUDE: 96°28'24" W
6. BOTTOM HOLE LOCATION ST01:
   LATITUDE: 30°04'55" N
   LONGITUDE: 96°27'38" W

I, JON E. HODDE, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5197 OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A PARTIAL SURVEY MADE ON THE GROUND AND FROM DEED RECORD INFORMATION AND DO HEREBY CERTIFY THAT THE RULES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING HAVE BEEN COMPLIED WITH REGARDING THE TIES SHOWN FROM THE SURFACE LOCATION TO THE UNIT LINES.

DATED THIS THE 17TH DAY OF JUNE, 2002, A. D.

STATE OF TEXAS
REGISTERED
JON E. HODDE
5197
PROFESSIONAL
LAND SURVEYOR

JON E. HODDE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5197
HODDE & HODDE LAND SURVEYING, INC.
613 EAST HORTON STREET
BRENHAM, TEXAS 77833
(979)-836-5681

W. O. NO. 4082
(4383HLT1-LY10)
(RME*382.CRD)

SHEET NO. 1 OF 2

WILDER UNIT, WELL NO. 1

1.	300.88 ACRES	LYONALD M. WILDER, ET AL
2.	3.55 ACRES	CORNELIA MARGARET WILDER, ET AL
3.	48.77 ACRES	MINDE RYBARSKI, ET VIR
4.	72.11 ACRES	GENEVIEVE RYBARSKI
5.	20.01 ACRES	FRANK KONIECZNY
6.	2.18 ACRES	FRANK KONIECZNY, ET AL
7.	34.08 ACRES	CHARLES KONIECZNY
8.	6.34 ACRES	CHARLES KONIECZNY, ET UX
9.	1.39 ACRES	CHARLES KONIECZNY, ET AL
10.	118.05 ACRES	O. S. ANDRAS, ET AL
11.	3.58 ACRES	O. S. ANDRAS, ET UX
12.	75.38 ACRES	EDWARD LEE WENSEL, ET UX
13.	118.03 ACRES	HANAN HEIDEMANN, ET AL
14.	2.42 ACRES	STATE OF TEXAS
15.	2.51 ACRES	CHARLES KONIECZNY
16.	26.10 ACRES	DONALD RAY PEARSON, ET UX
17.	5.88 ACRES	CAROLINE A. FINCH
18.	40.49 ACRES	MURRAY B. FINCH
19.	0.49 ACRES	STATE OF TEXAS
20.	0.37 ACRES	STATE OF TEXAS
21.	1.23 ACRES	STATE OF TEXAS
22.	0.96 ACRES	STATE OF TEXAS
23.	0.70 ACRES	STATE OF TEXAS
24.	52.45 ACRES	EVELYN KOLAR
25.	64.54 ACRES	RICHARD P. JARES
26.	81.36 ACRES	CHARLES F. SKWERES
27.	1.63 ACRES	STATE OF TEXAS
28.	1.36 ACRES	STATE OF TEXAS
29.	3.33 ACRES	CHARLES F. SKWERES
30.	0.27 ACRES	RICHARD P. JARES
31.	1.51 ACRES	LARRY BOCHNEMANN, ET UX
32.	58.87 ACRES	ERVIN H. SCHWERTFELD, ET AL
33.	1.15 ACRES	STATE OF TEXAS
34.	0.41 ACRES	STATE OF TEXAS

1004.93 ACRE UNIT

"AS-DRILLED"
WELL LOCATION PLAT
RME PETROLEUM COMPANY
WILDER UNIT, WELL NO. 1
WASHINGTON COUNTY, TEXAS
SCALE: 1" = 1000'

#10, A.

File No. M-98943

REVISED UNIT AGREEMENT

Date Filed: 10-27-03

Jerry E. Patterson, Commissioner

By

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

PA02-37

Unit Number	*3155*		
Operator Name	*ANADARKO E&P COMPANY LP*	*Effective Date*	*3/18/2002*
TaxID:	[redacted]	*Unitized For*	*Oil & Gas*
Unit Name	*Wilder Unit No. 1*	*Unit Term*	*0 Months*
County1	*Washington*		
County 2			
County 3			
RRC District:	*03*		
Unit Type:	*Permanent*		
State Royalty Interest:	*0.0027801335022*		
State Part in Unit:	*0.0124984240089*		

Old Unit Number	*Inactive Status Date*
0	
0	
0	
0	
0	

Unit Depth		*Well:*	
Below Depth	0	*Formation:*	*Austin Chalk*
Above Depth	0	*Participation Basis:*	*Surface Acreage*
		[If Exclusions Apply: See Remarks]	

MF Number	MF102516			*Tract Number*		
Lease Acres		5.42	/	*Total Unit Acres*	1004.93	=
Tract Participation:	0.0053934		X			
Lease Royalty		0.25	=	*Manual Tract Participation:*	0	*See Remarks*
Tract Royalty Participation	0.0013484			*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

MF Number MF102352 *Tract Number*

Lease Acres 4.07 / *Total Unit Acres* 1004.93 =

Tract Participation: 0.00337335 X

Lease Royalty 0.2 = *Manual Tract Participation:* 0.00337335 *See Remarks*

Tract Royalty Participation 0.00067467 *Manual Tract Royalty:* 0.00067467

Tract Royaly Reduction No

Tract Royalty Rate 0

Tract On-Line Date:

MF Number MF100805 *Tract Number*

Lease Acres 1.63 / *Total Unit Acres* 1004.93 =

Tract Participation: 0.0016220 X

Lease Royalty 0.25 = *Manual Tract Participation:* 0 *See Remarks*

Tract Royalty Participation 0.0004055 *Manual Tract Royalty:* 0

Tract Royaly Reduction No

Tract Royalty Rate 0

Tract On-Line Date:

MF Number MF098943 *Tract Number*

Lease Acres 2.6 / *Total Unit Acres* 1004.93 =

Tract Participation: 0.00210966 X

Lease Royalty 0.166667 = *Manual Tract Participation:* 0.00210966 *See Remarks*

Tract Royalty Participation 0.00035161 *Manual Tract Royalty:* 0.00035161

Tract Royaly Reduction No

Tract Royalty Rate 0

Tract On-Line Date:

API Number *RRC Number*

Remarks:

Prepared By:	M	*Prepared Date:*	6-2-06
GLO Base Updated By:	M. Silva	*GLOBase Date:*	6-6-06
RAM Approval By:	J Ruiz	*RAM Approval Date:*	6-8-06
GIS By:		*GIS Date:*	
Mineral Maps By:		*Mineral Maps Date:*	

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

PA02-37

Unit Number	*3155*		
Operator Name	*ANADARKO E&P COMPANY LP*	*Effective Date*	*3/18/2002*
TaxID:	[redacted]	*Unitized For*	*Oil & Gas*
Unit Name	*Wilder Unit No. 1*	*Unit Term*	*0 Months*
County1	*Washington*		
County 2			
County 3			
RRC District:	*03*		
Unit Type:	*Permanent*		
State Royalty Interest:	*0.0029950685122*		
State Part in Unit:	*0.0136526922273*		

Old Unit Number	*Inactive Status Date*
0	
0	
0	
0	
0	

Unit Depth		*Well:*	
Below Depth	*0*	*Formation:*	*Austin Chalk*
Above Depth	*0*	*Participation Basis:*	*Surface Acreage*
		[If Exclusions Apply: See Remarks]	

MF Number	MF102516		*Tract Number*	*14*	
Lease Acres	5.42	/	*Total Unit Acres*	1004.93	=
Tract Participation:	0.0053934	X			
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remark*
Tract Royalty Participation	0.0013484		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

MF Number MF102352 *Tract Number* 19, 20, 28, 33, 23

Lease Acres 4.07 / *Total Unit Acres* 1004.93 =

Tract Participation: 0.0040500 X

Lease Royalty 0.2 = *Manual Tract Participation:* 0 *See Remark*

Tract Royalty Participation 0.0008100 *Manual Tract Royalty:* 0

Tract Royaly Reduction No

Tract Royalty Rate 0

Tract On-Line Date:

MF Number MF100805 *Tract Number* 27

Lease Acres 1.63 / *Total Unit Acres* 1004.93 =

Tract Participation: 0.0016220 X

Lease Royalty 0.25 = *Manual Tract Participation:* 0 *See Remark*

Tract Royalty Participation 0.0004055 *Manual Tract Royalty:* 0

Tract Royaly Reduction No

Tract Royalty Rate 0

Tract On-Line Date:

01-101204

MF Number MF098943 *Tract Number* 21, 22, 34

Lease Acres 2.6 / *Total Unit Acres* 1004.93 =

Tract Participation: 0.0025872 X

Lease Royalty 0.166667 = *Manual Tract Participation:* 0 *See Remark*

Tract Royalty Participation 0.0004312 *Manual Tract Royalty:* 0

Tract Royaly Reduction No

Tract Royalty Rate 0

Tract On-Line Date:

API Number *RRC Number*

Remarks:

Prepared By:	TH	*Prepared Date:*	9-22-05
GLO Base Updated By:	M.S.Lee	*GLOBase Date:*	9-26-05
RAM Approval By:		*RAM Approval Date:*	
GIS By:		*GIS Date:*	
Mineral Maps By:		*Mineral Maps Date:*	

DO NOT DESTROY

UNIT AGREEMENT MEMO

Unit No. 3153

Operator RME Petroleum Co
Unit Name Wilder Unit No. 1
County Washington
Effective Date 3/18/02
Unitized for: Oil _____ Gas _____ Oil & Gas X

1. M.F. No. 100205 Tr.# 27
Lease Acres: 7.05 ÷ Total Unit Acres 104.98 =
Tract Participation: .0067015 X
Royalty Decimal: * .25 =
Unit Royalty Decimal: .001753
*Royalty Reduction: Yes _____ No X

2. M.F. No. 102516 Tr.# _____
Lease Acres: _____ ÷ Total Unit Acres _____ =
Tract Participation: _____ X
Royalty Decimal: * _____ =
Unit Royalty Decimal: _____
*Royalty Reduction: Yes _____ No _____

3. M.F. No. _____ Tr.# _____
Lease Acres: _____ ÷ Total Unit Acres _____ =
Tract Participation: _____ X
Royalty Decimal: * _____ =
Unit Royalty Decimal: _____
*Royalty Reduction: Yes _____ No _____

4. M.F. No. _____ Tr.# _____
Lease Acres: _____ ÷ Total Unit Acres _____ =
Tract Participation: _____ X
Royalty Decimal: * _____ =
Unit Royalty Decimal: _____
*Royalty Reduction: Yes _____ No _____

Remarks: Lease actually covers 1.63 acres
Unleased 5.42 acres of East Mill
Creek are included in this unit.

Prepared by: Mitie May	6/27/02
Data Base Update	Date
GIS	Date
Mineral Maps	Date

GLO-275-08-2001

DO NOT DESTROY

UNIT AGREEMENT MEMO

Unit No. 3153

Operator RME Petroleum
Unit Name Wilder Unit # 1
County Washington
Effective Date 3/18/02
Unitized for: Oil ____ Gas ____ Oil & Gas X

1. M.F. No. 98943 Tr.# 21, 22, 34
Lease Acres: 2.12 ÷ Total Unit Acres 1004.93 =
Tract Participation: .002109 X
Royalty Decimal: * .166667 =
Unit Royalty Decimal: .000351
*Royalty Reduction: Yes ____ No X

2. M.F. No. 100805 Tr.# 27
Lease Acres: 1.63 ÷ Total Unit Acres 1004.93 =
Tract Participation: .001622 X
Royalty Decimal: * .25 =
Unit Royalty Decimal: .000405
*Royalty Reduction: Yes ____ No X

3. M.F. No. 102352 Tr.# 9, 20, 23, 28, 33
Lease Acres: 3.35 ÷ Total Unit Acres 1004.93 =
Tract Participation: .003333 X
Royalty Decimal: * .20 =
Unit Royalty Decimal: .000667
*Royalty Reduction: Yes ____ No X

4. M.F. No. 102516 Tr.# 14
Lease Acres: 5.42 ÷ Total Unit Acres 1004.93 =
Tract Participation: .005393 X
Royalty Decimal: * .25 =
Unit Royalty Decimal: .001348
*Royalty Reduction: Yes ____ No X

Remarks:

Prepared by: Mike May 9/9/02	
Data Base Update M-5 Mnt	Date 10/24/02
GIS	Date
Mineral Maps	Date

GLO-275-08-2001

DO NOT DESTROY

UNIT AGREEMENT MEMO

Unit No. 3155

Operator RME Petroleum Co
Unit Name Wilder Unit No. 1
County Washington
Effective Date 3/18/02
Unitized for: Oil _____ Gas _____ Oil & Gas X

1. M.F. No. 100805 Tr.# 27
Lease Acres: 1.63 ÷ Total Unit Acres 1004.93 =
Tract Participation: .001622 X
Royalty Decimal: * .25 =
Unit Royalty Decimal: .000405
*Royalty Reduction: Yes _____ No X

2. M.F. No. 102516 Tr.# 1
Lease Acres: 5.42 ÷ Total Unit Acres 1004.93 =
Tract Participation: .005393 X
Royalty Decimal: * .25 =
Unit Royalty Decimal: .001348
*Royalty Reduction: Yes _____ No X

3. M.F. No. _____ Tr.# _____
Lease Acres: _____ ÷ Total Unit Acres _____ =
Tract Participation: _____ X
Royalty Decimal: * _____ =
Unit Royalty Decimal: _____
*Royalty Reduction: Yes _____ No _____

4. M.F. No. _____ Tr.# _____
Lease Acres: _____ ÷ Total Unit Acres _____ =
Tract Participation: _____ X
Royalty Decimal: * _____ =
Unit Royalty Decimal: _____
*Royalty Reduction: Yes _____ No _____

Remarks:

Prepared by: Mike Mayo	7/2/02
Data Base Update	Date
GIS	Date
Mineral Maps	Date

GLO-275-08-2001

POOLING COMMITTEE REPORT

TO: SCHOOL LAND BOARD PA#: 02-37
DATE OF BOARD MEETING: May 21, 2002
EFFECTIVE DATE: May 21, 2002

APPLICANT: RME Petroleum Company
OPERATOR: same COUNTY: Washington

UNIT NAME: Wilder Unit No. 1 FIELD: Giddings
(Austin Chalk, Gas)

STATE LEASE(S) IN UNIT

Lease *Type	State Number	State Royalty	Expiration Date	Term Year	Acres	Acres In Unit	Lessee of Record	Royalty Participation
SF	M-100805	¼	10/5/02	3	2.00	1.63	RME	0.0406%
** East Mill Creek	M-102516	¼				5.42		0.1348%

* SF = State Fee * RAL = Relinquishment Act * FR = Free Royalty

** Part of East Mill Creek is being pooled pursuant to Texas Natural Resources Code §52.076, which gives the School Land Board the authority to pool unleased riverbeds and channels.

PRIVATE ACRES: 997.88
STATE ACRES: 7.05
TOTAL UNIT ACRES: 1004.93

Type Unit:
Permanent x
Temporary _____
Term _____

Unitized for:
Oil _____
Gas _____
Both x

Well Location:
State Land _____
Private Land x

Participation:
Basis Surface acreage
State Acreage 0.7015%
State Unit Royalty 0.1754%

Railroad Commission Rules:
Statewide x
Special Field Rules _____
Spacing 1,600 Acres

Holds only acreage included in the unit past primary term: Yes x No _____

REMARKS:

- RME Petroleum Company is requesting permanent oil and gas pooling of the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 15,128 feet to 15,453 feet as seen in the Union Pacific Resources Company Goldberg Unit #1 well log, located in the J. Hodge Survey, A-49, Austin County, Texas.

- The applicant spud a dual lateral horizontal well on March 18, 2002 to test the Austin Chalk Formation. The proposed total depth is 15,500 feet.

- To compensate the state for lost lease bonus on the 5.42 unleased acres of East Mill Creek the applicant has agreed to pay the Permanent School Fund $542.00 or $100/acre.

- If the unit is approved the state's unit royalty participation will be 0.1754%.

- Horizontal severance is included in the state lease. The state will participate from date of first production.

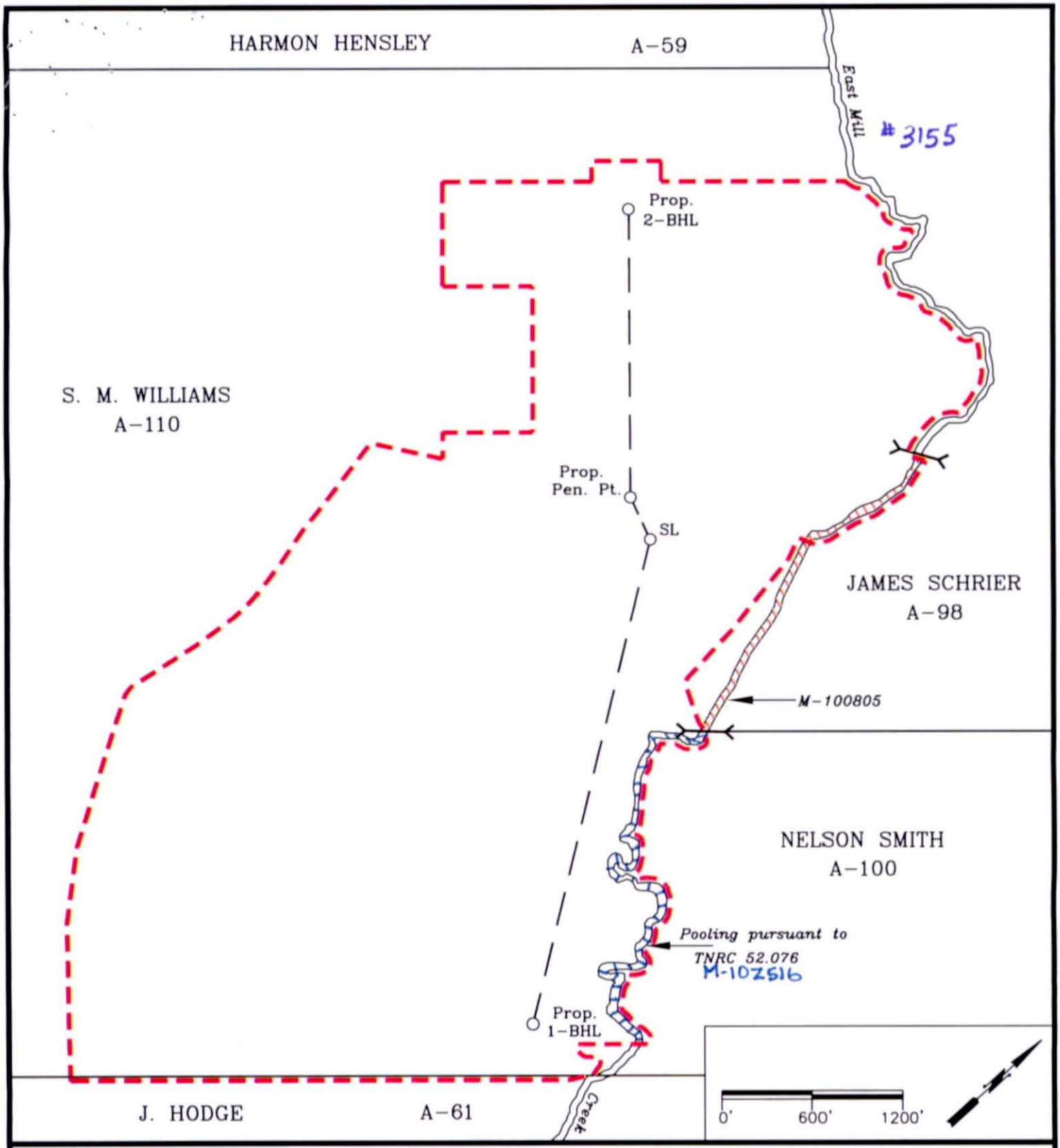
- APPROVAL BY THE SCHOOL LAND BOARD IN NO WAY RATIFIES ANY OF THE STATE LEASES INCLUDED IN THIS PROPOSED UNIT.

POOLING COMMITTEE RECOMMENDATION:

- The Pooling Committee recommends Board approval of a permanent oil and gas unit under the above-stated provisions.

Jeffee Martinez-Vargas — Date 5/9/02

Peter A. Boone — Date 5.9.02



02-37\ft\05-02

RME PETROLEUM COMPANY

WILDER UNIT NO. 1

GIDDINGS (AUSTIN CHALK, GAS)

PART OF EAST MILL CREEK BEING POOLED PURSUANT TO TNRC 52.076

M-100805

WASHINGTON COUNTY

POOLING AGREEMENT
RME PETROLEUM COMPANY
WILDER UNIT NO. 1
WASHINGTON COUNTY, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and RME Petroleum Company, herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES: 1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION: 2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 15,128 feet to 15,453 feet as seen on the log of the Union Pacific Resources Company, Goldberg Unit No. 1 Well located in the J. Hodge Survey, A-49, Austin County, Texas ("unitized interval").

POOLING AND EFFECT: 4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

(a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

(b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional well surfaced on adjacent or adjoining land or drilling or reworking of any such directional well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. Provided that, if any State Lease described in Exhibit "A" attached hereto contains provision 4(E) VARIABLE ROYALTY, and a unit well is not located on such State Lease and a reduced royalty has not otherwise been earned, then a reduced royalty may be earned by unit production, but it shall only apply to the acreage included within the unit. Acreage outside of the unitized area must earn a reduced royalty independently.

(d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis

shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.

(e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.

(f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.

(g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 1,004.93 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

(h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

(i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

(j) Should this Agreement terminate for any cause, in whole or in part, the leases and other contracts affecting the lands within the unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of this Agreement.

ALLOCATION OF PRODUCTION: 5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND: 6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

FULL MARKET VALUE: 7.

In the event the State does not elect to take its royalty in kind, the State shall receive full market value for its royalty hereunder, such value to be determined as follows:

(a) As to royalty on oil by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or (2) the highest market price thereof offered or paid for the field where produced and when run, or (3) gross proceeds of the sale thereof, whichever is the greater;

(b) As to royalty on gas, such value to be based on (1) the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or (2) the gross price paid or offered to the producer, whichever is the greater.

(For the purposes of this Agreement "field" means the general area in which the lands covered hereby are located.)

20.12.9

EFFECTIVE DATE: 8.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of May 21, 2002; however, it is agreed that the State will participate in production from the Unit well or wells on a unitized basis from the date the pooled mineral was first produced.

TERM: 9.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof, which are contained in any State lease covered by this Agreement.

STATE LAND: 10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Washington County, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER: 12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS: 13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed 6-25-2002

STATE OF TEXAS

Legal
Content
Geology
Executive

By: David Dewhurst
David Dewhurst, Commissioner
of the General Land Office

20.12.9

Date Executed _____

RME PETROLEUM COMPANY

By: _____
Andrew C. Rudderow

Its: Attorney-in-Fact

MN

CERTIFICATE

I, Judy Powell, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 21st day of May, 2002, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 25 day of June, 2002.

Judy Powell
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on May 30, 2002, by Andrew C. Rudderow as Attorney-in-Fact of RME Petroleum Company, a Delaware corporation, on behalf of said corporation.

TAWNY OLVERA
MY COMMISSION EXPIRES
June 12, 2004

Tawny Olvera
Notary Public in and for the
State of Texas

20-12-9

Exhibit "A"

ALL REFERENCES TO RECORDING DATA ARE REFERNCES TO INSTRUMENTS FILED IN THE OFFICIAL PUBLIC RECORDS OF WASHINGTON COUNTY, TEXAS

RME LEASE NO.	TX-96638
DATE:	October 5, 1999
LESSOR:	State of Texas M-100805
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Lease – Volume 945, Page 549

RME LEASE NO.	TX-115936(1)
DATE:	February 26, 2002
LESSOR:	State of Texas M-102352
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Lease – Volume 1029, Page 534

RME LEASE NO.	TX-94155
DATE:	February 17, 1998
LESSOR:	State of Texas
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Lease – Volume 889, Page 039, File 2237

RME LEASE NO.	TX-96917 (001)
DATE:	March 27, 2000
LESSOR:	Kathryn D. Gummelt, et al
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 960, Page 423, File 2990 Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-96917 (002)
DATE:	March 27, 2000
LESSOR:	Karen Ann Heidemann, et al
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 964, Page 91, File 3907 Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-97000
DATE:	March 23, 2000
LESSOR:	Genevieve Rybarski, et al
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 960, Page 440, File 2998 Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-97001
DATE:	March 17, 2000
LESSOR:	Annie Rybarski, et vir
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 960, Page 442, File 2999 Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-97105 (001)
DATE:	April 18, 2000
LESSOR:	Marjorie Marek Best
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 964, Page 098, File 3910 Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-97105 (002)
DATE:	April 26, 2000
LESSOR:	Kathleen A. Obenhaus
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 964, Page 088, Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-97105 (003)
DATE:	April 18, 2000
LESSOR:	Melanie V. Best
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 967, Page 861, File 4820 Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-97105 (004)
DATE:	May 11, 2000
LESSOR:	Marilyn Marek Smith
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 967, Page 859, File 4819 Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-97105 (005)
DATE:	April 18, 2000
LESSOR:	Martha Best Johnson
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 967, Page 858, File 4818 Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-97105 (006)
DATE:	August 29, 2000
LESSOR:	Donald M. Wilder
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 971, Page 420, File 5703 Memorandum of Extension – Volume 1019, Page 195, File 0198

RME LEASE NO.	TX-97105 (007)
DATE:	August 29, 2000
LESSOR:	Cornelia Margaret Wilder
LESSEE:	Union Pacific Resources Company
RECORDING DATA:	Memorandum – Volume 974, Page 869, File 6484 Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-97105 (008)
DATE:	April 17, 2001
LESSOR:	Patrick J. Cole
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 994, Page 335, File 4124

RME LEASE NO.	TX-97105 (009)
DATE:	April 17, 2001
LESSOR:	Michael D. Cole
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 994, Page 333, File 4123

RME LEASE NO.	TX-97105 (010)
DATE:	April 17, 2001
LESSOR:	Patricia DeWare Head
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 994, Page 310, File 4109

RME LEASE NO.	TX-97105 (011)
DATE:	March 30, 2000
LESSOR:	BNB Asset Management Corp.
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 960, Page 436, File 2995 Memorandum of Extension – Volume 1008, Page 773, File 7356

RME LEASE NO.	TX-114678
DATE:	May 17, 2001
LESSOR:	Edward Lee Wensel, et ux
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 996, Page 568, File 4537

LESSOR:	Charles Konieczny, et ux
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 994, Page 313, File 4111

RME LEASE NO.	TX-114689 (001)
DATE:	May 4, 2001
LESSOR:	Frank Konieczny
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 994, Page 311, File 4110

RME LEASE NO.	TX-114690 (001)
DATE:	May 4, 2001
LESSOR:	O.S. Andras, et ux
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 996, Page 569, File 4538

RME LEASE NO.	TX-114690 (002)
DATE:	July 16, 2001
LESSOR:	Salem Lutheran Church
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 1007, Page 601, File 7085

RME LEASE NO.	TX-115509
DATE:	November 20, 2001
LESSOR:	Ervin Sommerfeld, et al
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum - Volume 1018, Page 805, File 0091

RME LEASE NO.	TX-115576
DATE:	November 27, 2001
LESSOR:	Larry Boehnemann, et ux
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 1022, Page 409, File 1008

RME LEASE NO.	TX-115580
DATE:	November 21, 2001
LESSOR:	Evelyn M. Kolar
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 1022, Page 398, File 1003

RME LEASE NO.	TX-115582
DATE:	December 5, 2001
LESSOR:	Richard P. Jares, et ux
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 1022, Page 402, File 1005

RME LEASE NO.	TX-115584
DATE:	December 7, 2001
LESSOR:	Caroline A. Finch
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 1022, Page 392, File 0999

RME LEASE NO.	TX-115585
DATE:	December 7, 2001
LESSOR:	Hubert B. Finch, et ux
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 1022, Page 394, File 1000

RME LEASE NO.	TX-115589
DATE:	November 28, 2001
LESSOR:	Charles F. Skweres
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 1022, Page 221, File 0951

RME LEASE NO.	TX-115695
DATE:	December 28, 2001

LESSOR:	Donald Ray Pearson, et ux
LESSEE:	RME Petroleum Company
RECORDING DATA:	Memorandum – Volume 1022, Page 395, File 1001

This unit is limited in depth to cover only and apply to the Austin Chalk formation, as such formation is found in the Union Pacific Resources Company-Goldberg Unit #1 wellbore, located in the John Hodge Survey, A-49, Austin County, Texas, between the depths of 15,128' and 15,453' K.B.

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RME Petroleum Company.
Wilder Unit, Well No. 1,
1004.93 Acres

All that certain tract or parcel of land, lying and being situated in Washington County, Texas, part of the S. M. Williams Survey, A-110, the James Schrier Survey, A-98, and the Nelson Smith Survey, A-100, and consisting of the following tracts:

Unit Tract 1, 200.88 acres calculated: being part of the same land called 196 3/4 acres as described in the deed from Donald M. Wilder to Donald A. Wilder, et al, dated May 27, 1998, as recorded in Volume 894, Page 276, in the Official Records of Washington County, Texas;

Unit Tract 2, 3.55 acres calculated: being the same land called 3.472 acres as described in the deed from Donald M. Wilder to Cornelia Wilder Bennett, dated May 12, 1983, as recorded in Volume 449, Page 716, in the Deed Records of Washington County, Texas;

Unit Tract 3, 46.77 acres calculated: being the same land called 46.35 acres as described in the deed from Frank Konieczny, et al, to Annie Rybarski, et vir, dated August 17, 1995, as recorded in Volume 795, Page 52, in the Official Records of Washington County, Texas;

Unit Tract 4, 22.11 acre calculated: being the same land called 21.83 acres as described in the deed from Genevieve Rybarski to Loretta Kapchinski, et al, dated August 17, 1995, as recorded in Volume 795, Page 79, in said Official Records of Washington County, Texas;

Unit Tract 5, 20.01 acre calculated: being part of the same land called 21.83 acres as described in the deed from Charles Konieczny, et al, to Frank Konieczny, dated August 17, 1995, as recorded in Volume 795, Page 37, in said Official Records of Washington County, Texas;

Unit Tract 6, 2.18 acres calculated: being part of the same land called 3.56 acres as described in the Exchange Deed from Frank Konieczny, et al, to and with O. S. Andras, et ux, dated August 17, 1995, as recorded in Volume 802, Page 402, in said Official Records of Washington County, Texas;

Unit Tract 7, 34.96 acres calculated: being part of the same land called 37.09 acres (Tract No. 1) as described in the deed from Frank Konieczny, et al, to Charles Konieczny, dated August 17, 1995, as recorded in Volume 795, Page 42, in said Official Records of Washington County, Texas;

Unit Tract 8, 6.54 acres calculated: being the same land called 3.58 acres as described in the deed from George Priesmeyer to Charles J. Konieczny, et ux, dated November 16, 1987, as recorded in Volume 573, Page 659, in said Official Records of Washington County, Texas, and the same land called 2.6 acres in the deed from George Priesmeyer to Charles J. Konieczny, dated February 10, 1986, as recorded in Volume 529, Page 637, in said Official Records of Washington County, Texas;

Unit Tract 9, 1.39 acres calculated: being part of the same land called 3.56 acres as described in the Exchange Deed from Frank Konieczny, et al, to and with O. S. Andras, et ux, dated August 17, 1995, as recorded in Volume 802, Page 402, in said Official Records of Washington County, Texas;

Unit Tract 10, 118.05 acres calculated: being part of the same land called 121.85 acres as described in the deed from Washington County State Bank, Independent Executor of the Estate of George O. Priesmeyer, to O. S. Andras, et ux, dated September 25, 1990, as recorded in Volume 634, Page 441, in said Official Records of Washington County, Texas;

20-12-9

Exhibit "B"

Unit Tract 11, 3.56 acres calculated: being the same land called 1.43 acres (Parcel A) and 2.13 acres (Parcel B) as described in the Exchange Deed from Frank Konieczny, et al, to and with O. S. Andras, et ux, dated August 17, 1995, as recorded in Volume 802, Page 402, in said Official Records of Washington County, Texas;

Unit Tract 12, 75.38 acres calculated: being the same land called 74 acres as described in the deed from Rubin A. Wensel, et ux, to Edward Lee Wensel, dated May 4, 1990, as recorded in Volume 625, Page 511, in said Official Records of Washington County, Texas;

Unit Tract 13, 118.03 acres calculated: being the same land called 1.477 acres (Tract 1), the same land called 16.593 acres (Tract 2) and the same land called 104.33 acres (less 0.881 acres) as described in the deed from Emma Sommerfeld, et al, to Hattie Quebe, et al, dated October 2, 1981, as recorded in Volume 425, Page 114, in said Official Records of Washington County, Texas;

Unit Tract 14, 5.42 acres calculated: being the same land situated within the banks of Mill Creek, part of said Nelson Smith Survey, A-100 and said Williams Survey;

Unit Tract 15, 2.51 acres calculated: being the same land called 2.51 acres (Tract No. 2) as described in the deed from Frank Konieczny, et al, to Charles Konieczny, dated August 17, 1995, as recorded in Volume 795, Page 42, in said Official Records of Washington County, Texas;

Unit Tract 16, 26.10 acres calculated: being the same land called 25.458 acres as described in the deed from Geraldine Pearson to Donald Ray Pearson, dated September 3, 1974, as recorded in Volume 330, Page 855, in said Deed Records of Washington County, Texas;

Unit Tract 17, 5.88 acres calculated: being the same land called 5.102 acres as described in the deed from Lois B. Adriance to Caroline A. Finch, dated November 30, 1973, as recorded in Volume 324, Page 781, in said Deed Records of Washington County, Texas;

Unit Tract 18, 40.49 acres calculated: being the same land called 37.954 acres as described in the deed from Bryan Greenwade to Hubert B. Finch, et ux, dated January 4, 1972, as recorded in Volume 309, Page 281, in said Deed Records of Washington County, Texas;

Unit Tract 19, 0.49 acres calculated: being a portion situated in Oil Field Road;

Unit Tract 20, 0.37 acres calculated: being a portion situated in Adamek Road;

Unit Tract 21, 1.23 acres calculated: being a portion situated within the margins of F. M. Highway No. 332;

Unit Tract 22, 1.37 acres calculated: being a portion situated within the margins of F. M. Highway No. 332;

Unit Tract 23, 0.70 acres calculated: being a portion situated in Adamek Road;

Unit Tract 24, 52.45 acres calculated: being the same land called 53.276 acres as described in the deed from Charles F. Skweres Executor of the Estate of John W. Skweres, et ux, Regina Skweres to Evelyn M. Kolar, dated April 19, 1996, as recorded in Volume 821, Page 341, in said Official Records of Washington County, Texas;

Unit Tract 25, 64.54 acres calculated: being the same land called 64.740 acres as described in the deed from Le Roy Wise, Sr., et ux, to Richard P. Jares, et al, dated December 31, 1986, as recorded in Volume 578, Page 580, in said Official Records of Washington County Texas;

20.12.9

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Unit Tract 26, 81.96 acres calculated: being part of the same land called 85.156 acres as described in the deed from Charles F. Skweres, Executor of the Estate of John W. Skweres, et ux, Regina Skweres to Charles F. Skweres, dated April 19, 1996, as recorded in Volume 821, Page 348, in said Official Records of Washington County, Texas;

Unit Tract 27, 1.63 acre calculated: being the same land situated within the banks of Mill Creek, part of said Williams Survey and said Schrier Survey;

Unit Tract 28, 1.36 acres calculated: being a portion situated within the margins of F. M. Highway No. 332;

Unit Tract 29, 3.22 acres calculated: being part of the same land called 85.156 acres as described in the deed from Charles F. Skweres, Executor of the Estate of John W. Skweres, et ux, Regina Skweres to Charles F. Skweres, dated April 19, 1996, as recorded in Volume 821, Page 348, in said Official Records of Washington County, Texas

Unit Tract 30, 0.27 acres calculated: being the same land called 0.313 acre as described in the deed from Charles F. Skweres, Executor of the Estate of John W. Skweres and wife, Regina Skweres, et al, to Richard Jares, dated March 20, 1998, as recorded in Volume 894, Page 821, in said Official Records of Washington County, Texas;

Unit Tract 31, 1.51 acres calculated: being the same land called 1.500 acres as described in the deed from Ervin Sommerfeld and Weda Preuss to Larry Boehnemann and wife Kathie Boenemann, dated December 27, 2000, as recorded in Volume 976, Page 274, in said Official Records of Washington County, Texas;

Unit Tract 32, 58.87 acres calculated: being part of the same land called 60.401 acres as described in the deed from Emma Sommerfeld, et al, to Ervin Sommerfeld, et al, dated October 2, 1981, as recorded in Volume 425, Page 119, in said Deed Records of Washington County, Texas;

Unit Tract 33, 1.15 acres calculated: being a portion situated within the margins of F. M. Highway No. 332, and said 1004.93 acres unit being more fully described by metes and bounds as follows, To-Wit::

BEGINNING at the South corner of said original Wilder tract called 196 3/4 acres, Vol. 894, Page 276, being on or near the division line of said S. M. Williams Survey, A-110 and the J. Hodge Survey, A-61, being the South corner of this unit and of said Unit Tract 1;

THENCE along a Southwest line hereof, N 48°13'49" W 1660.45 feet to an exterior corner hereof;

THENCE N 44°55'56" E 16.45 feet to corner in the center of Oil Field Road for an interior corner hereof;

THENCE along the centerline of said Oil Field Road for West and Southwest lines hereof, as follows: N 60°09'51" W 21.85 feet, N 38°27'40" W 502.73 feet, N 31°10'21" W 280.13 feet, N 29°23'11" W 751.29 feet, N 30°06'46" W 550.71 feet, N 28°00'38" W 211.29 feet, N 12°50'19" W 49.37 feet, N 01°40'39" E 64.20 feet, N 11°14'04" E 553.78 feet, N 09°18'48" E 237.57 feet, N 07°00'23" E 98.42 feet, N 05°27'48" E 472.04 feet, N 01°04'01" E 130.93 feet, N 05°21'29" W 105.59 feet, N 09°42'36" W 119.76 feet, N 11°22'06" W 396.25 feet, and N 09°26'10" W 1209.01 feet to corner in the center of said Oil Field Road at its intersection with the centerline of F. M. Highway No. 332 for an exterior corner hereof;

THENCE along the centerline of said F. M. Highway No. 332, as follows: N 55°32'46" E 678.00 feet to the beginning of a curve to the left, through a central angle of 1°30'24", having

20.12.9

a radius of 3097.20 feet, a chord of N 54°47'34" E 81.44 feet, for an arc distance of 81.45 feet to a point in the centerline of said highway at its intersection with the Southwest margin of Adamek Road for an interior corner hereof,

THENCE along a portion of the Southwest margin of said Adamek Road, N 48°37'22" W 259.26 feet to an exterior corner hereof, being on the Southwest margin of said Adamek Road;

THENCE crossing said Adamek Road and along a Northwest line hereof, N 40°54'30" E 60.00 feet and N 40°41'37" E 791.39 feet to an interior corner hereof,

THENCE along a Southwest line hereof, N 48°39'36" W 1407.68 feet to an interior corner hereof;

THENCE along a portion of the Southeast line of said Skweres tract called 85.156 acres, S 43°41'14" W 821.08 feet to corner in the center of said Adamek Road for an exterior corner hereof;

THENCE along the center of said Adamek Road, N 48°37'22" W 642.04 feet and N 48°09'57" W 374.39 feet to the most Western corner of this unit and of said Unit Tract 23, being situated in the center of said Adamek Road;

THENCE along a Northwest line hereof, N 42°28'43" E 1441.64 feet to an interior corner hereof;

THENCE N 47°45'54" W 160.00 feet to a 3/8 inch iron rod found for an exterior corner hereof;

THENCE along a Northwest line hereof, N 42°42'52" E 666.85 feet to a 3/8 inch iron rod found at a fence corner post for an exterior corner hereof;

THENCE S 46°58'10" E 150.94 feet to a 3/8 inch iron rod found at a fence corner post for an interior corner hereof;

THENCE along a Northwest line hereof, N 42°30'58" E 1853.68 feet to the North corner hereof, being on the South bank of Mill Creek;

THENCE along the South and West banks of said Mill Creek, as follows: S 00°10'36" E 68.76 feet, N 66°42'40" E 171.17 feet, N 28°28'05" E 89.72 feet, S 75°54'21" E 19.06 feet, S 11°34'56" E 59.30 feet, N 86°54'49" E 163.57 feet, N 41°36'39" E 60.91 feet, N 82°17'06" E 13.39 feet, S 48°01'33" E 155.84 feet, N 60°40'05" E 75.69 feet, N 75°01'19" E 88.06 feet, N 44°13'17" E 71.98 feet, N 27°41'34" E 104.09 feet, S 24°22'24" E 149.31 feet, S 50°25'53" E 28.59 feet, S 02°19'07" E 80.61 feet, S 26°50'54" E 103.30 feet, S 06°09'25" W 77.96 feet, S 56°43'47" W 150.38 feet, S 47°43'26" E 160.76 feet, N 75°53'50" E 60.17 feet, S 61°22'36" E 118.92 feet, N 76°34'16" E 75.05 feet, N 49°55'35" E 61.52 feet, N 71°33'39" E 175.35 feet, S 82°22'45" E 122.25 feet, N 70°04'42" E 206.47 feet, S 77°11'40" E 74.57 feet, N 86°19'40" E 170.38 feet, N 10°20'24" E 83.04 feet, N 58°02'09" E 51.37 feet, S 83°39'00" E 61.52 feet, S 35°37'40" E 44.05 feet, S 64°56'02" E 54.92 feet, S 24°53'10" E 27.07 feet, S 52°17'52" E 141.40 feet, S 59°42'24" E 186.07 feet, S 13°10'33" W 47.96 feet, S 23°15'44" E 94.46 feet, S 05°51'44" E 82.24 feet, S 19°16'37" E 148.82 feet, S 04°28'28" E 93.36 feet, S 14°54'01" W 38.57 feet, S 61°14'57" W 100.27 feet, S 09°49'26" W 220.56 feet, S 14°06'06" E 192.44 feet, and S 11°04'00" E 154.19 feet to corner on the West bank of said Mill Creek for an interior corner hereof;

THENCE crossing said creek N 41°11'37" E 63.64 feet to corner on the East bank of said Mill Creek for an exterior corner hereof, being the North corner of Unit Tract 27;

20-12-9

THENCE along the East bank of said Mill Creek, as follows: S 11°13'33" E 145.20 feet, S 17°41'59" E 185.17 feet, S 05°49'11" W 211.30 feet, S 09°29'51" W 153.97 feet, S 20°29'51" W 119.05 feet, S 19°25'18" W 224.08 feet, and S 17°34'10" W 248.89 feet to an exterior corner hereof, being on the Northwest right of way line of said F. M. Highway No. 332;

THENCE along a Northwest right of way line of said F. M. Highway No. 332, S 78°17'16" W 60.71 feet to an interior corner hereof;

THENCE Northeast and East lines hereof, as follows: S 32°14'32" W 83.35 feet, S 01°02'35" W 134.79 feet, S 20°59'55" E 67.11 feet, S 03°00'55" E 203.13 feet, S 05°49'35" E 1452.62 feet to concrete monument found for an interior corner hereof, S 65°47'55" E 500.00 feet, S 75°47'55" E 40.30 feet, and N 42°17'05" E 50.05 feet to corner on the Northeast bank of said Mill Creek for an exterior corner hereof;

THENCE along East and Northeast banks of said Mill Creek, as follows: S 26°20'42" E 26.02 feet, S 01°45'35" E 19.72 feet, S 08°20'59" E 56.64 feet, S 56°11'52" W 20.91 feet, S 30°11'54" W 56.68 feet, S 79°11'33" W 61.47 feet, S 58°15'51" W 117.97 feet, S 41°36'41" W 78.63 feet, S 43°46'02" W 74.80 feet, S 29°24'48" W 42.12 feet, S 41°01'10" E 30.70 feet, S 61°37'34" E 48.33 feet, S 24°04'59" E 49.35 feet, S 10°59'32" E 104.28 feet, S 31°02'52" E 258.12 feet, S 42°50'01" E 300.76 feet, S 27°59'22" E 74.96 feet, S 32°48'25" E 76.54 feet, S 02°33'55" E 62.48 feet, S 21°18'21" E 54.11 feet, S 23°57'57" E 51,53 feet, N 70°03'09" E 27.65 feet, N 09°21'40" E 31.83 feet, N 38°16'28" E 30.79 feet, N 75°04'42" E 29.34 feet, S 66°36'45" E 34.73 feet, S 51°01'58" E 132.25 feet, S 30°22'54" E 101.38 feet, S 22°49'26" W 76.96 feet, S 77°33'18" W 51.24 feet, N 68°59'34" W 69.62 feet, S 78°13'22" W 49.02 feet, S 00°13'50" E 51.00 feet, S 44°43'30" E 91.72 feet, N 84°11'55" E 133.34 feet, N 26°17'41" E 66.66 feet, N 80°15'55" E 82.86 feet, S 81°18'23" E 51.94 feet, N 80°50'39" E 23.71 feet, N 36°31'22" E 96.64 feet, N 62°25'23" E 59.14 feet, N 85°13'43" E 74.71 feet, S 51°13'25" E 147.99 feet, S 33°13'37" E 72.54 feet, S 04°02'46" E 73.96 feet, S 23°47'27" W 60.13 feet, S 15°40'44" E 64.71 feet, S 49°20'28" E 72.33 feet, S 16°05'08" E 82.86 feet, S 14°58'00" E 63.68 feet, S 54°44'51" E 69.63 feet, S 54°02'16" E 82.62 feet, S 13°33'07" E 34.64 feet, S 44°23'51" W 55.21 feet, S 46°20'56" W 219.70 feet, S 25°22'20" W 53.60 feet, S 09°53'21" E 41.74 feet, S 85°00'37" E 69.82 feet, N 56°11'00" E 39.84 feet, N 48°02'23" E 67.29 feet, S 62°20'31" E 40.14 feet, S 20°06'28" E 48.01 feet, S 25°38'51" W 28.18 feet, S 43°40'48" E 111.74 feet, S 42°14'15" E 117.57 feet, S 62°09'57" E 43.39 feet, N 80°15'03" E 74.48 feet, S 84°38'36" E 73.88 feet, S 79°37'59" E 54.24 feet, N 83°47'58" E 62.94 feet, N 68°19'49" E 50.87 feet, S 83°10'33" E 28.69 feet, S 66°38'30" E 39.21 feet, and S 45°36'19" E 8.39 feet to an East corner hereof, being on the Northeast bank of said Mill Creek;

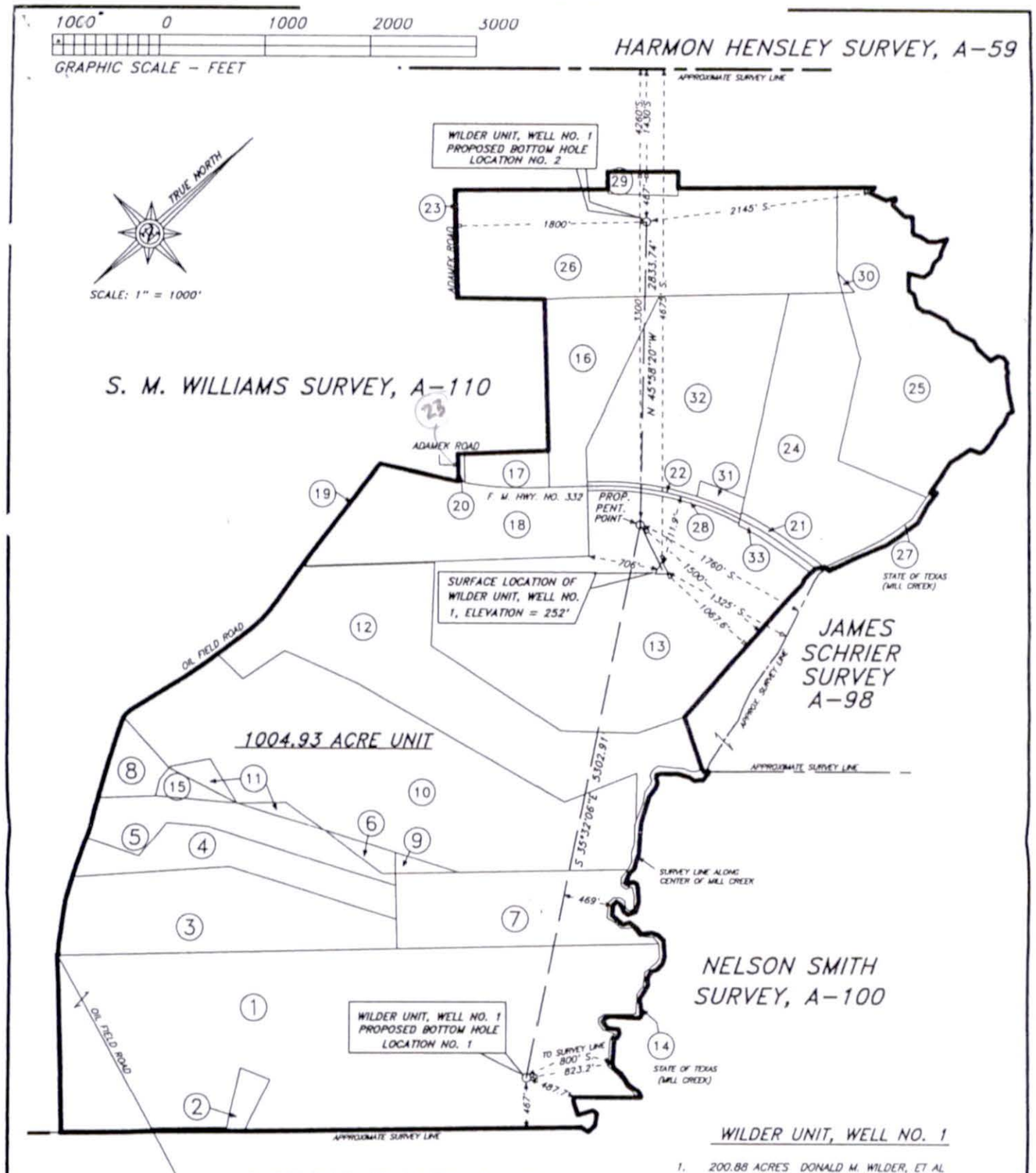
THENCE along a Southeast line hereof, S 43°05'09" W 627.36 feet to an interior corner hereof;

THENCE along Northeast lines hereof as follows: S 22°43'03" E 33.08 feet, S 64°58'13" E 144.07 feet, N 25°52'12" E 148.81 feet, N 78°26'51" E 49.43 feet, S 36°16'00" E 107.63 feet, S 02°00'22" E 88.14 feet, S 75°58'01" W 84.23 feet, and S 00°16'41" E 5.63 feet for an East corner of this unit and said Unit Tract 1;

THENCE along or near the division line of said Hodge Survey and said Williams Survey for the Southeast lines hereof, as follows: S 42°12'34" W 3209.82 feet, S 42°42'52" W 831.85 feet, S 40°52'35" W 294.72 feet, and S 42°30'33" W 562.58 feet to the place of beginning and containing 1004.93 acres of land.

20.12.9

Exhibit "C"
Attached to and made a part of that certain Designation of
Unit, Wilder Unit, Well No. 1



NOTES:

1. SURFACE LOCATION:
   LATITUDE: 30°05'39" N
   LONGITUDE: 96°28'04" W
2. BEARINGS BASED ON TRUE NORTH AS OBTAINED BY GPS OBSERVATIONS.
3. SURFACE LOCATION IS 6.8 MILES SOUTHWEST OF BRENHAM, TEXAS.
4. PROPOSED PENETRATION POINT IS LOCATED N 73°38'27" W 467.01' FROM SURFACE LOCATION.
5. PROPOSED BOTTOM HOLE LOCATION NO. 1:
   LATITUDE: 30°04'57" N
   LONGITUDE: 96°27'36" W
6. PROPOSED BOTTOM HOLE LOCATION NO. 2:
   LATITUDE: 30°06'01" N
   LONGITUDE: 96°28'31" W

(PRELIMINARY)

WELL LOCATION PLAT
RME PETROLEUM COMPANY
WILDER UNIT, WELL NO. 1
WASHINGTON COUNTY, TEXAS

W. O. NO. 4382
(4382PREL-LY1)
(RME4382.CRD)

WILDER UNIT, WELL NO. 1

1.	200.88 ACRES	DONALD M. WILDER, ET AL
2.	3.55 ACRES	CORNELIA MARGARET WILDER, ET AL
3.	46.77 ACRES	ANNIE RYBARSKI, ET VIR
4.	22.11 ACRES	GENEVIEVE RYBARSKI
5.	20.01 ACRES	FRANK KONIECZNY
6.	2.18 ACRES	FRANK KONIECZNY, ET AL
7.	34.96 ACRES	CHARLES KONIECZNY
8.	6.54 ACRES	CHARLRES KONIECZNY, ET UX
9.	1.39 ACRES	CHARLES KONIECZNY, ET AL
10.	118.05 ACRES	O. S. ANDRAS, ET AL
11.	3.56 ACRES	O. S. ANDRAS, ET UX
12.	75.38 ACRES	EDWARD LEE WIENSEL, ET UX
13.	118.03 ACRES	KARAN HEIDEMANN, ET AL
14.	5.42 ACRES	STATE OF TEXAS – Creek
15.	2.51 ACRES	CHARLES KONIECZNY
16.	26.10 ACRES	DONALD RAY PEARSON, ET UX
17.	5.88 ACRES	CAROLINE A. FINCH
18.	40.49 ACRES	HUBERT B. FINCH
19.	0.49 ACRES	STATE OF TEXAS
20.	0.37 ACRES	STATE OF TEXAS
21.	1.23 ACRES	STATE OF TEXAS
22.	1.37 ACRES	STATE OF TEXAS
23.	0.70 ACRES	STATE OF TEXAS
24.	52.45 ACRES	EVELYN KOLAR
25.	64.54 ACRES	RICHARD P. JARES
26.	81.96 ACRES	CHARLES F. SKWERES
27.	1.63 ACRES	STATE OF TEXAS – Creek
28.	1.36 ACRES	STATE OF TEXAS
29.	3.22 ACRES	CHARLES F. SKWERES
30.	0.27 ACRES	RICHARD P. JARES
31.	1.51 ACRES	LARRY BOEHNEMANN, ET UX
32.	58.87 ACRES	ERVIN H. SOMMERFELD, ET AL
33.	1.15 ACRES	STATE OF TEXAS

1004.93 ACRE UNIT

M-102516

100805

20-12-9

(11)

CR8943

File No. ~~MF 100805~~

Zoning Committee Report
+ Zoning Agreement

Date Filed: 6/26/02

David Deamhurst, Commissioner

By

Chesapeake Operating, Inc.
Division Order Department
P. O. Box 18496
Oklahoma City, OK 73154-0496

FAX COVER SHEET

DATE: 10-11-05 TIME:

TO: Shirley Chow @ General Land Office FROM: Patsy Watters

PHONE: PHONE: (405) ~~848-8000~~ ext. 879-9231

FAX: 512-475-1543 FAX: (405) 879-9563

# of Pages (including this page) 21

RE: Brenham Dome #2-H DPU

MESSAGE:

Corrections + DPU

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return this original message to us at the above address via the United States Postal Service. Thank you.

GLOBase Main Menu | Business Entity Search | Energy Paper Search | PSF Land Search | SRP Facility Search | SRP Land Search

Oil and/or Gas Pooling Agreement Details

Unit: 3179

Unit Name: BRENHAM DOME NOL 1-H UNIT

Related Business Entities | Related Counties | Related Energy Papers | Related PSF Land
View Leases In Unit

Unit Operator

Operator	CHESAPEAKE EXPLORATION LTD.

Unit Terms

OK

Unit Date	06/18/2002	Term	
Status	ACTIVE INACTIVE	Status Date	06/18/2002
Mineral Pooled	OIL AND GAS	Field-wide unit?	
Pooling Application		First Production Date	
Previous Unit Number			

Keep 4-15-2003

4-15-2003

10-13-01

Unit Royalty Information

Participation Basis		Total State Unit Royalty Interest	0.25000000
State Participation in Unit	~~0.00423800~~ .016655		

Unit Acreage

Total Acres in Unit	840.00	State Acres In Unit	5.44

In-Kind Information

Are we taking oil in-kind?		Are we taking gas in-kind?	

Depth Information

Below	0.00	Other	
Above	0.00		

Comments

Comments	

Leases in Unit

Unit: 3179

4 Leases Found

Related Business Entities | Related Counties | Related Energy Papers | Related PSF Land

Lease	Unit Tract	Participation Decimal	Oil Royalty Lease	Oil Royalty Unit	Gas Royalty Lease	Gas Royalty Unit
(1) MF098943	8	0.00405000	0.16666700	0.00067500	0.16666700	0.00067500
(2) MF100805	9	0.00238000	0.25000000	0.00059500	0.25000000	0.00059500
(3) MF101805	27	0.00613000	0.18750000	0.00114938	0.18750000	0.00114938
(4) MF102547	37	0.00409500	0.25000000	0.00102375	0.25000000	0.00102375

For technical support please contact the Technical Support Center at 463-8877
This page last updated on 4 November 2000

Total .0+~~6~~6655
.016655

.00344313

Tract participation

(1) = 3.40/840 = .00405

(2) = 2/840 = .00238

(3) = 5.15/840 = .00613

(4) = 3.44/840 = .004095

GLOBase Main Menu | Business Entity Search | Energy Paper Search | PSF Land Search | SRP Facility Search | SRP Land Search

Oil and/or Gas Pooling Agreement Details

Unit: 3288

Unit Name: BRENHAM DOME NO. 2-H UNIT

Related Business Entities | Related Counties | Related Energy Papers | Related PSF Land
View Leases In Unit

Unit Operator

Operator	CHESAPEAKE EXPLORATION LTD. PARTNERSHIP

Keep per Tracey

Unit Terms

Unit Date	04/15/2003	Term	
Status	ACTIVE	Status Date	04/15/2003
Mineral Poolcd	OIL AND GAS	Field-wide unit?	10-14-02
Pooling Application		First Production Date	
Previous Unit Number			

Keep

Unit Royalty Information

Participation Basis	ACREAGE	Total State Unit Royalty Interest	0.00327247
State Participation in Unit	0.01558712 OK		

Unit Acreage

Total Acres in Unit	969.39	State Acres In Unit	15.11

In-Kind Information

Are we taking oil in-kind?	NO	Are we taking gas in-kind?	NO

Depth Information

Below	15,133.00	Other	
Above	19,845.00		

Comments

Comments	PERMANENT UNIT

Leases in Unit

Unit: 3288

5 Leases Found

Related Business Entities | Related Counties | Related Energy Papers | Related PSF Land

	Lease	Unit Tract	Participation Decimal	Oil Royalty Lease	Oil Royalty Unit	Gas Royalty Lease	Gas Royalty Unit
(1)	MF098943	08	0.00350740	0.16666700	0.00058457	0.16666700	0.00058457
(2)	MF100805	09	0.00206320	0.25000000	0.00051580	0.25000000	0.00051580
(3)	MF101805	27	0.00531260	0.18750000	0.00099611	0.18750000	0.00099611
(4)	MF102547	37	0.00354860	0.25000000	0.00088715	0.25000000	0.00088715
(5)	MF102977	37	0.00115540	0.25000000	0.00028885	0.25000000	0.00028885

For technical support please contact the Technical Support Center at 463-8877
This page last updated on 4 November 2000

(1) = 3.40 / 969.39 = .00350740

(2) = 2 / 969.39 = .00206320

(3) = 5.15 / 969.39 = .00531260

(4) = 3.441 / 969.39 = .00354860

(5) = 1.12 / 969.39 = .00115540

VOL. 1060 PAGE 510

AMENDED DECLARATION OF POOLED UNIT
BRENHAM DOME UNIT

0258

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

This Declaration of Pooled Unit is executed to be effective as of October 14, 2002, 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.

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 to revise such pooled unit by the expansion or contraction 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; 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 for the purpose above stated.

WHEREAS, the purpose and intent of this amended declaration is to enlarge the Brenham Dome Unit, created by Declaration of Pooled Unit - Brenham Dome #1-H effective December 25, 2001, executed by Chesapeake Exploration Limited Partnership, by Chesapeake Operating, Inc., as General Partner, filed at Volume 1019, Page 272, and counterparts thereto executed by Westport Oil and Gas Company, L.P., successor in merger to Belco Energy I L.P. filed at Volume 1022, Page 306, and RME Petroleum Company, filed at Volume 1024, Page 458, in the Real Property Records of Washington County, Texas, from **840.00** acres in size to **969.39** acres by adding and including the following leases to the unit, to-wit: State of Texas, M-98943 (Volume 869, Page 039); Alvin E. Lehmann (Volume 1046, Page 488); Alvin E. Lehmann (Volume 1046, Page 485); Bernard E. Dannhaus a/k/a Ben Dannhaus and wife, Alice Dannhaus (Volume 1046, Page 494); Roy Bernard Dannhaus (1046, Page 497); Waldo Dannhaus (Volume 1046, Page 491); (all of said leases being recorded in the records of Washington County, Texas.)

WHEREAS, this amended declaration is intended to amend said original Declaration of Pooled Unit as of the effective date hereof.

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. Amended 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. Following the effective date hereof, production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

2. Description of Unit Area. The Unit Area (herein so called) shall consist of **969.39 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 Austin Chalk 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. This Amended Declaration of Pooled Unit covers all production from the land and depths described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit Area on or after the effective date hereof.

3. Unit Name. The pooled unit created hereby shall be known as the "**Brenham Dome 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 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 Washington 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 Amended 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.

Chesapeake Exploration Limited Partnership,
an Oklahoma Limited Partnership

By: Chesapeake Operating, Inc., General Partner

By: _____
Henry J. Hood
Senior Vice President - Land and Legal

Westport Oil and Gas Company, L.P., successor in merger to Belco Energy I L. P.

By: _____
Joe Callaway
Attorney-In-Fact

Anadarko E&P Company LP (formerly RME Petroleum Company) formerly Union Pacific Corporation Company

By: _____
Attorney-in-Fact

Chesapeake Investments

By: _____
Aubrey McClendon, Sole General Partner

TLW Investments, Inc.

By: _____
Tom L. Ward, President and COO

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 10 day of January, 2003, personally appeared Henry J. Hood, Senior Vice President - Land and Legal of **Chesapeake Operating, Inc.**, acting as General Partner for **Chesapeake Exploration Limited Partnership**, an Oklahoma Limited 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.

Angela Ports
Notary Public

ANGELA PORTS NOTARY PUBLIC STATE OF OKLAHOMA CANADIAN CO 00005279 EXP 3-23-2004

My Commission Expires:
3/23/04
#00005279

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2003, personally appeared _____ of **Westport Oil and Gas Company, L.P.**, successor in merger to Belco Energy I, L.P., 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 limited partnership, for the uses and purposes therein set forth.

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

_____
Notary Public

My Commission expires:

_____

STATE OF TEXAS)
) ss:
COUNTY OF _____)

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2003, personally appeared _____, as attorney-in-fact for **Anadarko E&P Company LP (formerly RME Petroleum Company)** formerly Union Pacific Resources Company, 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.

_____
Notary Public

My Commission expires:

_____

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2003, personally appeared Aubrey McClendon, Sole General Partner of **Chesapeake Investments**, 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.

_____
Notary Public

My Commission expires:

_____

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2003, personally appeared Tom Ward, President of **TLW Investments, 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.

_____
Notary Public

My Commission expires:

_____

S:/fjfcstlnd/Amp/DPU-Final/BrenhamDome-amended.doc

012/021

EXHIBIT "A"

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN AMENDED DECLARATION OF POOLED UNIT DATED EFFECTIVE OCTOBER 14, 2002, INSOFAR AND ONLY INSOFAR AS THE LEASES PERTAIN TO THE BRENHAM DOME UNIT.

LESSOR	LEGAL DESCRIPTION	LESSEE	LEASE NO.	RECORDED VOL/PAGE	LEASE DATE
Addicks, Leonard Earl, et ux	67.127 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1670232-000	796/082	06/04/1995
Albrecht, Martin S., et ux	12.435 acres, more or less, located in the John Hodge Survey, A-61, Washington County, Texas, as described in said lease.	COI	TX1671470-002	784/179	04/04/1995
Barr, Harold D., et ux	38.009 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671159-000	853/088	02/21/1997
Bender, Herbert P., et ux	20.738 acres, more or less, located in the James Schrier Survey, A-98, Washington County, Texas, as described in said lease.	CELP	TX1671523-000	924/931	03/16/1999
Bishop, Dan R., et ux	9.908 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	CELP	TX1671616-003	949/296	11/09/1999
Bolcerek, Bennie, et ux	21.678 acres, more or less, located in the S. M. Williams Survey, A-110, and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1670234-000	795/262	06/01/1995
Bolcerek, Bruno, et al	23.696 acres, more or less, located in the James Schrier Survey, A-98, Washington County, Texas, as described in said lease.	CELP	TX1671533-000	925/436	03/16/1999
Bolcerek, Bruno, et al	7.5 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1670248-000	795/239	06/01/1995
Kelm, Donna	1.0 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1670219-000	796/70	06/01/1995

VOL. 1060 PAGE 516

10/11/2005 12:02 FAX

VOL. 1060 PAGE 517

013/021

EXHIBIT "A"

LESSOR	LEGAL DESCRIPTION	LESSEE	LEASE NO.	RECORDED VOL/PAGE	LEASE DATE
Bolcerek, Julian, et ux	22.678 acres, more or less, located in the S. M. Williams Survey, A-110 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1670233-000	795/255	06/01/1995
Dannhaus, Bernard, et ux	0.788 acres, more or less, located in the John Hodge Survey, A-61, Washington County, Texas, as described in said lease.	CELP	TX1671711-002	1009/476	09/24/2001
Dannhaus, Bernard	159.882 acres, more or less, located in the John Hodge Survey, A-61 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671455-008	777/235	01/31/1995
Dannhaus, Bernard E., a/k/a Ben Dannhaus and wife, Alice Dannhaus	24.929 acres, more or less, located in the John Hodge Survey, A-61, Washington County, Texas, as described in said lease.	CELP	TX1671733-001	1046/494	09/18/2002
Dannhaus, Edward A.	159.882 acres, more or less, located in the John Hodge Survey, A-61 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671455-007	778/840	01/31/1995
Dannhaus, Elroy L.	159.882 acres, more or less, located in the John Hodge Survey, A-61 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671455-006	776/92	01/31/1995
Dannhaus, Len Aaron	159.882 acres, more or less, located in the John Hodge Survey, A-61 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671455-005	778/762	01/31/1995
Dannhaus, Roy Bernard	0.788 acres, more or less, located in the John Hodge Survey, A-61, Washington County, Texas, as described in said lease.	CELP	TX1671711-001	1009/478	09/24/2001
Dannhaus, Roy Bernard	24.929 acres, more or less, located in the John Hodge Survey, A-61, Washington County, Texas, as described in said lease.	CELP	TX1671733-002	1046/497	09/18/2002
Dannhaus, Waldo H.	159.882 acres, more or less, located in the John Hodge Survey, A-61 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671455-004	777/232	01/31/1995
Dannhaus, Waldo	14.919 acres, more or less, located in the John Hodge Survey, A-61, Washington County, Texas, as described in said lease.	CELP	TX1671734-001	1046/491	09/18/2002

10/11/2005 12:02 FAX

014/021

EXHIBIT "A"

LESSOR	LEGAL DESCRIPTION	LESSEE	LEASE NO.	RECORDED VOL/PAGE	LEASE DATE
Davidson, Donald G., et ux	19.206 acres, more or less, located in the James Schrier Survey, A-98 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	CELP	TX1671604-001	945/227	01/19/2000
Davis, Robert James, et ux	29.727 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	CELP	TX1671510-000	920/457	01/19/2000
Duncan, Barry Lee, et ux	10.721 acres, more or less, located in the James Schrier Survey, A-98, Washington County, Texas, as described in said lease.	UPRC	TX1671661-000	873/159	10/16/1997
Eckermann, Doris Dannhaus	159.882 acres, more or less, located in the John Hodge Survey, A-61 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671455-003	776/153	01/31/1995
Fieseler, Laura Dannhaus	159.882 acres, more or less, located in the John Hodge Survey, A-61 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671455-001	777/229	01/31/1995
Fritz, Brian K., et ux	1.0 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	CELP	TX1671560-000	926/104	03/15/1999
Grantham, William Gary, et ux	2.004 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1670650-000	806/778	09/12/1995
Heisch, Alice N.	159.882 acres, more or less, located in the John Hodge Survey, A-61 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671455-002	776/82	01/31/1995
Hendrix, Mildred R.	11.28 acres, more or less, located in the James Schrier Survey, A-98 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1670688-001	804/44	09/30/1995
Kapchinski, Ricky, et ux	1.305 acres, more or less, located in the James Schrier Survey, A-98, Washington County, Texas, as described in said lease.	CELP	TX1671537-000	925/439	03/16/1999
Kendziora, Judy F.	12.435 acres, more or less, located in the John Hodge Survey, A-61, Washington County, Texas, as described in said lease.	COI	TX1671470-001	785/549	04/11/1995

10/11/2005 12:02 FAX 00

VOL. 1060 PAGE 518

VOL. 1060 PAGE 519

015/021

EXHIBIT "A"

LESSOR	LEGAL DESCRIPTION	LESSEE	LEASE NO.	RECORDED VOL/PAGE	LEASE DATE
Koenig, Harold, et ux	24.592 acres, more or less, located in the John Hodge Survey, A-61, Washington County, Texas, as described in said lease.	COI	TX1671464-001	783/204	03/27/1995
Koenig, Robert L., et ux	3.468 acres, more or less, located in the John Hodge Survey, A-61, Washington County, Texas, as described in said lease.	COI	TX1671463-000	783/207	03/27/1995
Kolwes, Kermit, et ux	26.9 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1670678-000	800/308	06/05/1995
Konieczny, Charles	95.27 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1670302-000	795/275	05/30/1995
Kwiatkowski, Alphonse J., et ux	1.543 acres, more or less, located in the James Schrier Survey, A-98, Washington County, Texas, as described in said lease.	UPRC	TX16711657-000	880/872	01/09/1998
Lehmann, Alvin E.	73.286 acres, more or less, located in the Nelson Smith Survey, A-100 and the John Hodge Survey, A-61, Washington County, Texas, as described in said lease.	CELP	TX1671732-001	1046/488	09/18/2002
Lehmann, Alvin E.	31.558 acres, more or less, located in the John Hodge Survey, A-61, Washington County, Texas, as described in said lease.	CELP	TX1671735-000	1046/485	09/18/2002
Loeffler, Ida Sprain	184.245 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671419-000	775/390	01/23/1995
Loesch, Melvin W., et ux	1.869 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	CELP	TX1671530-000	925/454	03/10/1999
Moeller, Waldo E., Individually and as Trustee of the Jeannette Moeller Testimentary Family Trust	218.266 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	CELP	TX1671616-001	949/884	11/09/1999
Moeller, Weldon, et ux	3.738 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	CELP	TX1671562-000	928/106	03/10/1999

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016/021

EXHIBIT "A"

LESSOR	LEGAL DESCRIPTION	LESSEE	LEASE NO.	RECORDED VOL/PAGE	LEASE DATE
Moeller, Weldon E.	40.233 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	CELP	TX1671616-002	948/530	11/09/1999
Richter, Bennie Jr.	11.28 acres, more or less, located in the James Schrier Survey, A-98 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1670688-002	806/658	09/30/1995
Richter, Walter	11.28 acres, more or less, located in the James Schrier Survey, A-98 and the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1670688-000	806/737	09/30/1995
Robertson, Timothy Wade	6.833 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	CELP	TX1671656-000	962/48	04/27/2000
Rogge, Melvin H., et ux	39.770 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671445-000	774/516	01/12/1995
Rueter, Roy W., et ux	33.63 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671313-000	885/777	02/06/1998
Schoenvogel, Robert L., et ux	19.214 acres, more or less, located in the James Schrier Survey, A-98 and the Nelson Smith Survey, A-100,	COI	TX1671450-000	774/552	01/18/1995
Sommerfeld, Ervin H.	18.212 acres, more or less, located in the James Schrier Survey, A-98, Washington County, Texas, as described in said lease.	CELP	TX1671526-000	924/934	03/16/1999
State of Texas, M-101805	14.97 acres, more or less, located in the Nelson Smith Survey, A-100, and the James Schrier Survey, A-98, Washington County, Texas, as referenced in said lease.	CELP	TX1671712-000	1024/895	11/15/2001
State of Texas, M-98943	5.0603 acres, more or less, located in the James Schrier Survey, A-98, Washington County, Texas, referenced in said lease.	UPRC		889/039	02/17/1998
Steele, Michelle E., et vir	3.44 acres, more or less, located in the James Schrier Survey, A-98, Washington County, Texas, as described in said lease.	CELP	TX1671524-000	924/928	03/16/1999

10/11/2005 12:03 FAX 00

VOL: 1060 PAGE 520

017/021

VOL. 1060 PAGE 521

EXHIBIT "A"

LESSOR	LEGAL DESCRIPTION	LESSEE	LEASE NO.	RECORDED VOL/PAGE	LEASE DATE
Tiemann, Clarens, et ux	79.594 acres, more or less, located in the James Schrier Survey, A-98, Washington County, Texas, as described in said lease.	CELP	TX1671534-000	925/429	03/22/1999
Wehmeyer, Clarence F., et ux	3.831 acres, more or less, located in the Nelson Smith Survey, A-100,	CELP	TX1671531-000	926/712	03/10/1999
Wiess, Ray L., et ux	61.974 acres, more or less, located in the Nelson Smith Survey, A-100, Washington County, Texas, as described in said lease.	COI	TX1671322-000	883/75	12/29/1997
Wilkes, Peggy W.	0.5 acres, more or less, located in the James Schrier Survey, A-98, Washington County, Texas, as described in said lease.	UPRC	TX1671658-000	772/379	12/28/1994

END OF EXHIBIT "A"

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EXHIBIT "B"

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN AMENDED DECLARATION OF POOLED UNIT DATED EFFECTIVE AS OF OCTOBER 14, 2002.

CHESAPEAKE OPERATING, INC.

BRENHAM DOME UNIT
969.39 ACRE UNIT
WASHINGTON COUNTY, TEXAS

Being 969.39 acres of land out of the James Schrier Survey A-98, the Nelson Smith Survey, A-100, the S. M. Williams Survey, A-110, and the J. Hodge Survey, A-61, Washington County, Texas, and being more particularly described as follows:

BEGINNING at a 3/4" iron pipe found for the north corner hereof and of a Herbert P. Bender tract (661/478, O.R.W.C.,Tx.), common with the west corner of an Anna M. Meschwitz tract (862/619, O.R.W.C.,Tx.) being on a southeast line of a Clamous Tiemann, Jr., et al tract (714/679 & 720/425, O.R.W.C.,Tx.);

THENCE along the perimeter of this unit tract, as follows:
South 47 degrees 31 minutes 59 seconds East 1306.48 feet to a 3/8" iron rod found;
North 42 degrees 13 minutes 58 seconds East 493.37 feet to a 3/8" iron rod found; and
South 58 degrees 30 minutes 11 seconds East 1319.47 feet to an exterior corner hereof in the center of F.M. Highway 332;

THENCE along said highway, as follows:
Along a curve to the left, having a central angle of 3°09'42", radius of 1432.37 feet, an arc length of 79.04 feet, and a chord of North 43 degrees 58 minutes 06 seconds East 79.03 feet to corner in said highway; and
North 43 degrees 23 minutes 16 seconds East 1028.36 feet to a northerly exterior corner hereof in said highway;

THENCE South 47 degrees 40 minutes 39 seconds East 227.96 feet to a 1/2" iron rod found for the east corner of Lot 1 of J. D. Bassel Subdivision, 57B & 58A, Plat Records of Washington County, Texas;

THENCE as follows:
South 42 degrees 20 minutes 35 seconds West 257.49 feet to corner in Woodlands Road;
South 48 degrees 21 minutes 21 seconds East 180.31 feet to corner in Woodlands Road;
South 42 degrees 21 minutes 47 seconds West 1124.68 feet to the south corner of Lot 16 of J. D. Bassel Subdivision; and
North 47 degrees 41 minutes 10 seconds West 413.97 feet to corner in Salem Road;

THENCE in Salem Road, as follows:
South 16 degrees 50 minutes 30 seconds West 3.68 feet;
South 41 degrees 04 minutes 32 seconds West 285.33 feet;
South 45 degrees 20 minutes 16 seconds West 170.07 feet; and
South 52 degrees 26 minutes 24 seconds West 21.90 feet to an interior corner hereof in Salem Road;

THENCE, as follows:
South 47 degrees 45 minutes 58 seconds East 794.89 feet;
South 17 degrees 56 minutes 05 seconds East 58.75 feet;
North 43 degrees 19 minutes 47 seconds East 49.96 feet; and
South 47 degrees 42 minutes 12 seconds East 353.71 feet to the south corner of said Bassel Subdivision;

THENCE along a portion of the southeast line of said subdivision, North 42 degrees 47 minutes 15 seconds East 1243.01 feet to a 3/4" iron pipe found at a fence corner for the west corner of an E. Thielemann tract (271/468, D.R.W.C.,Tx.);

THENCE South 47 degrees 30 minutes 12 seconds East 523.41 feet to a 1/2" iron rod found at a fence corner, and South 46 degrees 04 minutes 25 seconds East 19.04 feet to a 1/2" iron rod found at a fence corner for the south corner of said Thielemann tract;

THENCE North 44 degrees 18 minutes 39 seconds East 261.96 feet to a 1/2" iron rod found, and North 41 degrees 41 minutes 18 seconds East 182.89 feet to an interior corner of the Chesapeake Operating, Inc. - Tiemann No. 1-H Unit;

THENCE South 47 degrees 27 minutes 14 seconds East, at 444.87 feet pass a corner of Salem Road (52/69, D.R.W.C.,Tx.), at 2571.33 feet pass a southeast line of Salem Road, at a total distance of 3580.87 feet to a south corner of said Tiemann Unit No. 1-H on a southeast line of a Waldo E. Moeller tract (305/245, D.R.W.C.,Tx.), common with a northwest line of an Ida S. Loeffler tract (104/476, D.R.W.C.,Tx.);

THENCE along said common line, South 42 degrees 10 minutes 03 seconds West 114.77 feet, and South 41 degrees 25 minutes 32 seconds West 728.59 feet to an interior corner hereof on said common line;

CHESAPEAKE OPERATING, INC.
BRENHAM DOME NO. 2-H

THENCE through said Loeffler tract, South 16 degrees 46 minutes 06 seconds East 1748.18 feet to a southeasterly exterior corner hereof on a southeast line of said Loeffler tract, common with the northwest line of a Frank Randle tract (17/433, D.R.W.C.,Tx.) and with a northwest line of the Chesapeake Operating, Inc. - Mill Creek OL No. 1-H Unit;

THENCE along said common line, South 41 degrees 53 minutes 30 seconds West 1047.85 feet to a 5/8" iron rod found for the south corner of said Loeffler tract;

THENCE, as follows:
North 38 degrees 28 minutes 00 seconds West 54.94 feet to a 5/8" iron rod found for the east corner of a Larry W. Kendrick tract (870/478, O.R.W.C.,Tx.); and
South 42 degrees 46 minutes 11 seconds West 1448.57 feet to a southerly exterior corner hereof in Lehmann Lane;

THENCE along or near the center of Lehmann Lane, as follows:
North 61 degrees 30 minutes 52 seconds West 36.77 feet;
North 68 degrees 18 minutes 52 seconds West 234.27 feet;
North 82 degrees 24 minutes 52 seconds West 68.80 feet; and
South 84 degrees 54 minutes 08 seconds West 29.98 feet to an interior corner hereof in Lehmann Lane;

THENCE South 42 degrees 18 minutes 13 seconds West 1699.04 feet to the most southerly corner hereof and an interior corner of the UPRC - Calvin Boecker Unit No. 1;

THENCE, as follows:
North 47 degrees 08 minutes 03 seconds West 89.43 feet;
North 44 degrees 43 minutes 50 seconds West 289.50 feet to a 3/8" iron rod found;
North 42 degrees 54 minutes 32 seconds East 742.63 feet to a 1/2" iron rod found;
North 42 degrees 57 minutes 19 seconds West, at 404.12 feet pass a 3/4" iron pipe found on the south margin of Lehmann Lane, at a total distance of 436.15 feet to an interior corner hereof in Lehmann Lane;

THENCE in Lehmann Lane, S 84° 18' 33" W 80.99 feet to corner in same;

THENCE along southerly lines of this unit tract, as follows:
N 83° 01' 18" W 561.65 feet to a 2" iron pipe found;
S 67° 51' 13" W 387.14 feet;
N 40° 21' 08" W 426.27 feet to a 3/8" iron rod found;
S 89° 36' 20" W 158.12 feet, to a 3/8" iron rod found;
N 78° 35' 05" W 369.20 feet;
S 42° 10' 34" W 1168.75 feet, to a 1/2" slick iron rod found for the south corner of an Alvin Lehmann tract called 115.762 acres (848/834, O.R.W.C.,Tx.);
N 33° 49' 17" W 789.76 feet to a 1-1/4" iron pipe found for the west corner of said Lehmann tract; and
N 42° 13' 25" E 1060.38 feet to corner in the old channel of Mill Creek;

THENCE along the center of the old channel of Mill Creek, as follows:
S 00° 15' 50" E 171.64 feet;
S 80° 01' 45" E 226.86 feet;
N 31° 17' 05" E 128.33 feet;
N 53° 40' 38" E 81.76 feet; and
S 04° 02' 33" E 85.10 feet to the west corner of a Ray Weiss tract (725/32, O.R.W.C.,Tx.);

THENCE along a northwest line of said Weiss tract, common with a southeast line of another Ray Weiss tract (829/336, O.R.W.C.,Tx.), North 43 degrees 08 minutes 51 seconds East 1904.49 feet to an interior corner hereof on said common line;

THENCE through last said Weiss tract, North 49 degrees 12 minutes 00 seconds West 415.41 feet to a 1/2" iron rod found in a concrete monument, being an interior corner of last said Weiss tract;

THENCE North 49 degrees 12 minutes 00 seconds West 223.68 feet to a 2" iron pipe found for a north corner of last said Weiss tract;

THENCE along a portion of a northwest line of last said Weiss tract, South 43 degrees 05 minutes 59 seconds West 1455.39 feet to a westerly exterior corner hereof on the northeast bank of Mill Creek;

THENCE along the northeast bank of Mill Creek with its meanders, as follows:
North 45 degrees 35 minutes 27 seconds West 8.39 feet;
North 66 degrees 37 minutes 38 seconds West 39.21 feet;
North 83 degrees 09 minutes 41 seconds West 28.69 feet;
South 68 degrees 20 minutes 40 seconds West 50.87 feet;
South 83 degrees 48 minutes 50 seconds West 62.94 feet;
North 79 degrees 37 minutes 08 seconds West 54.24 feet;

CHESAPEAKE OPERATING, INC.
BRENHAM DOME NO. 2-H

North 84 degrees 37 minutes 45 seconds West 73.88 feet;
South 80 degrees 15 minutes 54 seconds West 74.48 feet;
North 62 degrees 09 minutes 05 seconds West 43.39 feet;
North 42 degrees 13 minutes 24 seconds West 117.57 feet;
North 43 degrees 39 minutes 56 seconds West 111.74 feet;
North 25 degrees 39 minutes 43 seconds East 28.18 feet;
North 20 degrees 05 minutes 36 seconds West 48.01 feet;
North 62 degrees 19 minutes 39 seconds West 40.14 feet;
South 48 degrees 03 minutes 14 seconds West 67.29 feet;
South 56 degrees 11 minutes 52 seconds West 39.84 feet;
North 84 degrees 59 minutes 45 seconds West 69.82 feet;
North 09 degrees 52 minutes 30 seconds West 41.74 feet;
North 25 degrees 23 minutes 12 seconds East 53.60 feet;
North 46 degrees 21 minutes 48 seconds East 219.70 feet;
North 44 degrees 24 minutes 43 seconds East 55.21 feet;
North 13 degrees 32 minutes 16 seconds West 34.64 feet;
North 54 degrees 01 minutes 24 seconds West 82.62 feet;
North 54 degrees 44 minutes 00 seconds West 69.63 feet;
North 14 degrees 57 minutes 09 seconds West 63.68 feet;
North 16 degrees 04 minutes 16 seconds West 82.86 feet;
North 49 degrees 19 minutes 37 seconds West 72.33 feet;
North 15 degrees 39 minutes 52 seconds West 64.71 feet;
North 23 degrees 48 minutes 19 seconds East 60.13 feet;
North 04 degrees 01 minutes 55 seconds West 73.96 feet;
North 33 degrees 12 minutes 46 seconds West 72.54 feet;
North 51 degrees 12 minutes 33 seconds West 147.99 feet;
South 85 degrees 14 minutes 35 seconds West 74.71 feet;
South 62 degrees 26 minutes 15 seconds West 59.14 feet;
South 36 degrees 32 minutes 13 seconds West 96.64 feet;
South 80 degrees 51 minutes 30 seconds West 23.71 feet;
North 81 degrees 17 minutes 31 seconds West 51.94 feet;
South 80 degrees 16 minutes 47 seconds West 82.86 feet;
South 26 degrees 18 minutes 33 seconds West 66.66 feet;
South 84 degrees 12 minutes 47 seconds West 133.34 feet;
North 44 degrees 42 minutes 39 seconds West 91.72 feet;
North 00 degrees 12 minutes 58 seconds West 51.00 feet;
North 78 degrees 14 minutes 14 seconds East 49.02 feet;
South 68 degrees 58 minutes 42 seconds East 69.62 feet;
North 77 degrees 34 minutes 10 seconds East 51.24 feet;
North 22 degrees 50 minutes 18 seconds East 76.96 feet;
North 30 degrees 22 minutes 03 seconds West 101.38 feet;
North 51 degrees 01 minutes 06 seconds West 132.25 feet;
North 66 degrees 35 minutes 53 seconds West 34.73 feet;
South 75 degrees 05 minutes 33 seconds West 29.34 feet;
South 38 degrees 17 minutes 20 seconds West 30.79 feet;
South 09 degrees 22 minutes 31 seconds West 31.83 feet;
South 70 degrees 04 minutes 01 seconds West 27.65 feet;
North 23 degrees 57 minutes 05 seconds West 51.53 feet;
North 21 degrees 17 minutes 29 seconds West 54.11 feet;
North 02 degrees 33 minutes 04 seconds West 62.48 feet;
North 32 degrees 47 minutes 34 seconds West 76.54 feet;
North 27 degrees 58 minutes 31 seconds West 74.96 feet;
North 42 degrees 49 minutes 09 seconds West 300.76 feet;
North 31 degrees 02 minutes 01 seconds West 258.12 feet;
North 10 degrees 58 minutes 41 seconds West 104.28 feet;
North 24 degrees 04 minutes 08 seconds West 49.35 feet;
North 61 degrees 36 minutes 42 seconds West 48.33 feet;
North 41 degrees 00 minutes 19 seconds West 30.70 feet;
North 29 degrees 25 minutes 40 seconds East 42.12 feet;
North 42 degrees 40 minutes 36 seconds East 153.41 feet;
North 57 degrees 09 minutes 42 seconds East 123.83 feet;
North 76 degrees 58 minutes 24 seconds East 80.15 feet;
North 20 degrees 45 minutes 25 seconds East 62.86 feet; and
North 08 degrees 56 minutes 20 seconds West 84.97 feet to corner on the east bank of Mill Creek;

THENCE, as follows:

South 71 degrees 25 minutes 25 seconds West 74.94 feet;
North 75 degrees 45 minutes 12 seconds West 6.79 feet to a 1/2" iron rod found; and

CHESAPEAKE OPERATING, INC.
BRENHAM DOME NO. 2-H

North 65 degrees 45 minutes 12 seconds West 500.00 feet to a paint mark found in concrete at a fence corner for the southwest corner of a Clamens Tiemann, Jr. tract (916/41, O.R.W.C.,Tx.);

THENCE along the west line of said Tiemann, Jr. tract, North 05 degrees 46 minutes 56 seconds West 1793.25 feet to a 5/8" iron rod found on the south margin of F. M. Highway 332 (91/154, D.R.W.C.,Tx.);

THENCE along said highway line, North 78 degrees 18 minutes 16 seconds East 90.13 feet to an interior corner hereof on the east bank of Mill Creek;

THENCE along the east bank of Mill Creek with its meanders, as follows:
North 01 degrees 54 minutes 53 seconds East 75.34 feet;
North 19 degrees 57 minutes 26 seconds East 54.95 feet;
North 24 degrees 05 minutes 12 seconds East 47.81 feet;
North 14 degrees 46 minutes 44 seconds East 198.67 feet;
North 46 degrees 15 minutes 24 seconds East 34.55 feet;
North 02 degrees 27 minutes 35 seconds East 44.32 feet;
North 20 degrees 01 minutes 25 seconds East 210.28 feet;
North 13 degrees 42 minutes 03 seconds East 129.27 feet;
North 06 degrees 01 minutes 59 seconds East 250.91 feet;
North 02 degrees 34 minutes 54 seconds West 67.96 feet;
North 14 degrees 54 minutes 28 seconds West 111.78 feet; and
North 13 degrees 28 minutes 07 seconds West 188.57 feet to a 1/2" iron rod found on the east bank of Mill Creek for the south corner of a Clamens Tiemann, Jr, et al tract (222/397, D.R.W.C.,Tx.);

THENCE along the southeast line of last said Tiemann, et al tract, as follows:
North 40 degrees 55 minutes 59 seconds East 689.75 feet to a 3/8" iron rod found; and
North 41 degrees 21 minutes 55 seconds East 401.19 feet, to the PLACE OF BEGINNING, containing 969.39 ACRES of land, more or less.

Compiled from a partial survey made on the ground, prior plat and other documents furnished by Chesapeake Operating, Inc.

Bearings are based on True North obtained by GPS observations.
Prepared in conjunction with a separate plat bearing even date herewith.

Dated this the 15th of November, 2002.

Donald W. Lampe
R.P.L.S. No. 1732

STATE OF TEXAS
REGISTERED
DONALD W. LAMPE
1732
PROFESSIONAL
LAND SURVEYOR

2018-02
2018DES1

END OF EXHIBIT "B"

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

JAN 16 2003

Beth Rothermel, County Clerk
Washington County, Texas

FILED FOR RECORD
WASHINGTON COUNTY, TEXAS
03 JAN 15 AM 10:00
BETH A. ROTHERMEL
WASHINGTON CO. CLERK

File No. 098943
unit 3179 infor

Date Filed: 10-13-05
Jerry E. Patterson, Commissioner
By Schou

File No.

Date Filed:
Jerry E. Patterson, Commissioner
By

13

Chesapeake Energy Corporation

FAX MEMO

Date: July 29, 2002
Number of pages including cover sheet: 4

To:
Ernesto Garza
Texas General Land Office

Phone: (512) 463-5261
Fax phone: (512) 475-1543
CC:

From:
Juliet Cook
Chesapeake Energy Corp.
6100 N. Western Avenue
Oklahoma City, OK 73118

Phone: **(405) 879-8000 X739**
Fax phone: **(405) 879-9558**

REMARKS: ☐ Urgent ☒ For your review ☐ Reply ASAP ☐ Please comment

Attached are the reports that you requested for **Brei ham Dome**.
If you have any other questions please feel free to call.

Thanks and have a nice day! ☺

CONFIDENTIALITY NOTICE

This facsimile transmission (and documents accompanying it) may contai confidential information belonging to the sender. The information is intended for the use of the individual or entity to whom this transmission is addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please immediately notify us by telephone to arrange the return of the documents. Thank you.

CHESAPEAKE OPERATING, INC. **December 10, 2001**
BRENHAM DOME No.1-H UNIT
840.00 ACRES
WASHINGTON COUNTY, TEXAS
Nelson Smith Survey, A-100
James Schrier Survey, A-98
S. M. Williams Survey, A-110
J. Hodge Survey, A-61

TRACT LISTING

TRACT	MINERAL OWNER(S)		ACREAGE		VOLUME/PAGE *
1	Clamens Tiemann, et ux		11.86 Acres		916/41
2	Bruno Bolcerek, et al		21.38 Acres		330/970
3	Herbert P. Bender, et ux		21.26 Acres		661/478
4	Ervin H. Sommerfeld		15.99 Acres		318/140
5	Michelle E. Steele, et vir		1.72 Acres		673/235
6	Ricky Kapchinski		1.39 Acres		894/544
7	Peggy Wilkes		0.61 Acres		464/729
8	State of Texas M-98943 M-100805	Tract %. .004048	3.40 Acres	3.40	91/154
9	State of Texas	Tract %. .004238	3.56 Acres	3.56	Sovereignty
10	Clamens Tiemann, et ux		10.51 Acres		916/41
11	Clamens Tiemann, et ux		59.46 Acres		916/41
12	Barry Lee Duncan, et ux		12.34 Acres		661/469
13	Joanne P. Walters		1.07 Acres		837/405
14	Alphonse J. Kwiatkowski, et ux		2.43 Acres		386/877
15	Robert L. Schoenvogel, et ux		19.51 Acres		370/679
16	Walter Richter, et al		17.20 Acres		131/148
17	Rodney K. Merimon, et ux		3.84 Acres		733/55
18	William Gary Grantham, et ux		2.01 Acres		659/629
19	Bruno Bolcerek, et al		7.41 Acres		330/970
20	Roy W. Rueter, et ux		54.23 Acres		272/116
21	Leonard Earl Addicks, et ux		35.08 Acres		725/519
22	Julian Bolcerek, et ux		20.87 Acres		330/966
23	Bennie Bolcerek, et ux		21.35 Acres		330/962
24	Donna K. Bolcerek		1.00 Acres		704/795
25	Kermit Kolwes, et ux	M-101805	26.27 Acres		243/94
26	Charles Konieczny		86.39 Acres		288/309
27	State of Texas	Tract %. .004906	4.12 Acres	4.12	52/69
28	Melvin H. Rogge, et ux		59.74 Acres		418/154
29	Robert James Davis		29.74 Acres		696/92, 739/724
30	Waldo E. Moeller, et al		60.98 Acres		261/141
31	Ray L. Weiss, et ux		51.13 Acres		725/32
32	Harold D. Barr, et ux		8.39 Acres		829/336
33	Bernard E. Dannhaus, et al	M-101805	44.19 Acres		848/834
34	Waldo E. Moeller, et al		40.32 Acres		305/245
35	State of Texas	Tract %. .001207	1.03 Acres	1.03	52/69
36	Ida Spain Loeffler Estate, et al		57.69 Acres		104/476
37	State Of Texas	Tract %. .000893	0.75 Acres	.75	Sovereignty

M-102547

CHESAPEAKE OPERATING, INC.
BRENHAM DOME No.1-H UNIT
840.00 ACRES
Page 2 of 2

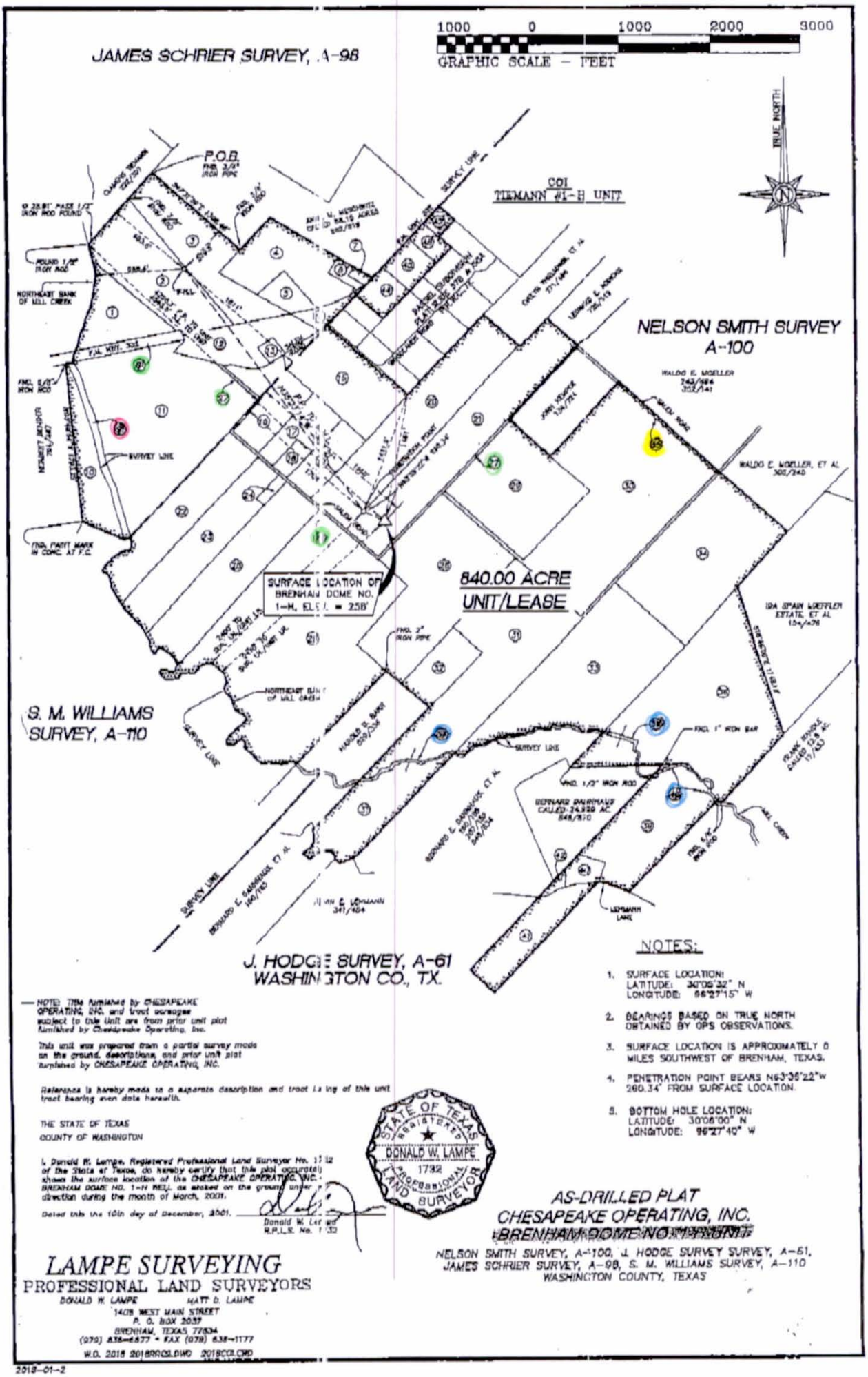
M-102547

38	*State Of Texas*	Tract ½ .000774	*0.65 Acres*	*Sovereignty*
39	*Harold Koening, et ux*		*23.84 Acres*	*363/692*
40	*Robert L. Koening, et ux*		*2.68 Acres*	*655/794*
41	*Martin S. Albrecht, et al*		*12.36 Acres*	*562/587*
42	*Bernard E. Dannhaus*		*0.79 Acres*	*842/520*
43	*State of Texas*	Tract ½ .000572	*0.48 Acre*	*Sovereignty*
44	*Clarence F. Wehmeyer*	M-102547	*4.23 Acres*	*57B & 58A, P.R.W.C., Tx.*
45	*Weldon Moeller*		*4.13 Acres*	*57B & 58A, P.R.W.C., Tx.*
46	*Melvin W. Loesch*		*2.27 Acres*	*57B & 58A, P.R.W.C., Tx.*
47	*Brian K. Fritz*		*1.15 Acres*	*57B & 58A, P.R.W.C., Tx.*

UNIT TOTAL 840.00 ACRES

Tract acreages subject to this Unit are from prior plat and or deed / lease documents furnished by Chesapeake Operating, Inc., or scaled from the unit plat.
** Recording references - Volume & Pages (Vol./Pg.) are Deed or Official Records of Washington County, Texas.*
Title furnished by Chesapeake Operating, Inc.

2018/01
2018LIS2


JAMES SCHRIER SURVEY, A-98
1000 0 1000 2000 3000
GRAPHIC SCALE – FEET
TRUE NORTH
P.O.B.
COI
TIEMANN #1-H UNIT
NELSON SMITH SURVEY
A-100
840.00 ACRE
UNIT/LEASE
SURFACE LOCATION OF
BRENHAM DOME NO.
1-H, EL. ± = 258'
S. M. WILLIAMS
SURVEY, A-110
J. HODGE SURVEY, A-61
WASHINGTON CO., TX.
NOTES:
1. SURFACE LOCATION:
LATITUDE: 30°05'32" N
LONGITUDE: 96°27'15" W
2. BEARINGS BASED ON TRUE NORTH
OBTAINED BY GPS OBSERVATIONS.
3. SURFACE LOCATION IS APPROXIMATELY 6
MILES SOUTHWEST OF BRENHAM, TEXAS.
4. PENETRATION POINT BEARS N63°36'22"W
280.34' FROM SURFACE LOCATION.
5. BOTTOM HOLE LOCATION:
LATITUDE: 30°06'00" N
LONGITUDE: 96°27'40" W
THE STATE OF TEXAS
COUNTY OF WASHINGTON
STATE OF TEXAS
REGISTERED
DONALD W. LAMPE
1732
PROFESSIONAL
LAND SURVEYOR
AS-DRILLED PLAT
CHESAPEAKE OPERATING, INC.
BRENHAM DOME NO. 1-H UNIT
NELSON SMITH SURVEY, A-100, J. HODGE SURVEY SURVEY, A-61,
JAMES SCHRIER SURVEY, A-98, S. M. WILLIAMS SURVEY, A-110
WASHINGTON COUNTY, TEXAS
LAMPE SURVEYING
PROFESSIONAL LAND SURVEYORS
DONALD W. LAMPE MATT D. LAMPE
1408 WEST MAIN STREET
P. O. BOX 2039
BRENHAM, TEXAS 77834
(979) 836-6877 - FAX (979) 836-1177
W.O. 2018 2018RDCS.DWG 2018COI.DWG
2018-01-2

This document is a counterpart original to that Declaration of Pooled Unit filed at V.1019 / P. 272.

DECLARATION OF POOLED UNIT
Brenham Dome #1-H

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

1455

This Declaration of Pooled Unit is executed to be effective as of December 25, 2001, 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.

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. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

2. Description of Unit Area. The Unit Area (herein so called shall consist of **840 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 Austin Chalk, **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. This Declaration of Pooled Unit covers all production from the land and depths described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit Area.

3. Unit Name. The pooled unit created hereby shall be known as the "**Brenham Dome #1-H**."

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 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 Washington 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, and shall have the effect of pooling such party's undivided ownership interest in the leases covered hereby, 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.

Chesapeake Exploration Limited Partnership,
an Oklahoma Limited Partnership

By: Chesapeake Operating, Inc., General Partner

By: _____
Henry J. Hood
Senior Vice President - Land and Legal of
Chesapeake Operating, Inc, General Partner

BELCO ENERGY I, L.P.

By: _____

Title: _____

RME ~~RESOURCES~~ PETROLEUM COMPANY, a subsidiary of Anadarko Petroleum Corporation

By: _____

Title: Attorney-in-Fact

MN
SAP
SS

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this _____ day of October, 2001, personally appeared Henry J. Hood, Senior Vice President - Land and Legal of **Chesapeake Operating, Inc.**, acting as General Partner for **Chesapeake Exploration Limited Partnership**, an Oklahoma Limited 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.

_____
Notary Public

My Commission Expires:

_____

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2001, personally appeared _____ as _____ of Belco Energy I, L.P., 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.

_____
Notary Public

My Commission expires:

_____

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 4th day of February ~~2002~~ 2001, personally appeared Andrew C. Rudderow as Attorney-in-Fact of RME ~~Resources~~ Petroleum Company 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.

Tawny Olvera
Notary Public

My Commission expires:

6/12/04

TAWNY OLVERA
MY COMMISSION EXPIRES
June 12, 2004

S:/glfcstlnd/amp/dpufinal/Brenham Dome.doc

EXHIBIT "B"

CHESAPEAKE OPERATING, INC.

BRENHAM DOME NO. 1-H
840.00 ACRE UNIT
WASHINGTON COUNTY, TEXAS

Being 840.00 acres of land out of the James Schrier Survey A-98, the Nelson Smith Survey, A-100, the S. M. Williams Survey, A-110, and the J. Hodge Survey, A-61, Washington County, Texas, and being more particularly described as follows:

BEGINNING at a 3/4" iron pipe found for the north corner hereof and of a Herbert P. Bender tract (661/478, O.R.W.C.,Tx.), common with the west corner of an Anna M. Meschwitz tract (862/619, O.R.W.C.,Tx.) being on a southeast line of a Clamens Tiemann, Jr., et al tract (714/679 & 720/425, O.R.W.C.,Tx.);

THENCE along the perimeter of this unit tract, as follows:
South 47 degrees 31 minutes 59 seconds East 1306.48 feet to a 3/8" iron rod found;
North 42 degrees 13 minutes 58 seconds East 493.37 feet to a 3/8" iron rod found; and
South 58 degrees 30 minutes 11 seconds East 1319.47 feet to an exterior corner hereof in the center of F.M. Highway 332;

THENCE along said highway, as follows:
Along a curve to the left, having a central angle of 3°09'42", radius of 1432.37 feet, an arc length of 79.04 feet, and a chord of North 43 degrees 58 minutes 06 seconds East 79.03 feet to corner in said highway; and
North 43 degrees 23 minutes 16 seconds East 1028.36 feet to a northerly exterior corner hereof in said highway;

THENCE South 47 degrees 40 minutes 39 seconds East 227.96 feet to a 1/2" iron rod found for the east corner of Lot 1 of J. D. Bassel Subdivision (57B & 58A, P.R.W.C.,Tx.);

THENCE as follows:
South 42 degrees 20 minutes 35 seconds West 257.49 feet to corner in Woodlands Road;
South 48 degrees 21 minutes 21 seconds East 180.31 feet to corner in Woodlands Road;
South 42 degrees 21 minutes 47 seconds West 1124.68 feet to the south corner of Lot 16 of J. D. Bassel Subdivision; and
North 47 degrees 41 minutes 10 seconds West 413.97 feet to corner in Salem Road;

THENCE in Salem Road, as follows:
South 16 degrees 50 minutes 30 seconds West 3.68 feet;
South 41 degrees 04 minutes 32 seconds West 285.33 feet;
South 45 degrees 20 minutes 16 seconds West 170.07 feet; and
South 52 degrees 26 minutes 24 seconds West 21.90 feet to an interior corner hereof in Salem Road;

THENCE, as follows:
South 47 degrees 45 minutes 58 seconds East 794.89 feet;
South 17 degrees 56 minutes 05 seconds East 58.75 feet;
North 43 degrees 19 minutes 47 seconds East 49.96 feet; and
South 47 degrees 42 minutes 12 seconds East 353.71 feet to the south corner of the J. D. Bassel Subdivision (57B & 58A, Plat Records of Washington County, Texas);

THENCE along a portion of the southeast line of said Subdivision, North 41 degrees 47 minutes 15 seconds East 1243.01 feet to a 3/4" iron pipe found at a fence corner for the west corner of an E. Thielemann tract (271/468, D.R.W.C.,Tx.);

THENCE South 47 degrees 30 minutes 12 seconds East 523.41 feet to a 1/2" iron rod found at a fence corner, and South 46 degrees 04 minutes 25 seconds East 19.04 feet to a 1/2" iron rod found at a fence corner for the south corner of said Thielemann tract;

THENCE North 44 degrees 18 minutes 39 seconds East 261.96 feet to a 1/2" iron rod found, and North 41 degrees 41 minutes 18 seconds East 182.89 feet to an interior corner of the Chesapeake Operating, Inc. - Tiemann No. 1-H Unit;

THENCE South 47 degrees 27 minutes 14 seconds East, at 444.87 feet pass a corner of Salem Road (52/69, D.R.W.C.,Tx.), at a total distance of 459.87 feet to an easterly exterior corner hereof on a northeast line of Salem Road and on a southwest line of said Tiemann No. 1-H Unit;

THENCE along the center of Salem Road, South 42 degrees 44 minutes 04 seconds West 1122.83 feet to corner in same for an interior corner hereof;

THENCE South 47 degrees 23 minutes 17 seconds East 613.73 feet to a 1/2" iron rod found at a fence corner post for the south corner of a tract called 15.000 acres (739/724, O.R.W.C.,Tx.);

THENCE North 42 degrees 34 minutes 31 seconds East, at 1093.53 feet pass the southwest line of Salem Road, at a total distance of 1123.53 feet to a northeasterly exterior corner hereof on the northeast line of Salem Road and on a southwest line of said Tiemann No. 1-H Unit;

THENCE South 47 degrees 27 minutes 14 seconds East, at 1500.85 feet pass a southeast line of Salem Road, at a total

distance of 2510.39 feet to a south corner of said Tiemann Unit No. 1-H on a southeast line of a Waldo E. Moeller tract (305/245, D.R.W.C.,Tx.), common with a northwest line of an Ida S. Loeffler tract (104/476, D.R.W.C.,Tx.);

THENCE along said common line, South 42 degrees 10 minutes 03 seconds West 114.77 feet; and South 41 degrees 25 minutes 32 seconds West 728.59 feet to an interior corner hereof on said common line;

THENCE through said Loeffler tract, South 16 degrees 46 minutes 06 seconds East 1748.18 feet to a southeasterly exterior corner hereof on a southeast line of said Loeffler tract, common with the northwest line of a Frank Randle tract (17/433, D.R.W.C.,Tx.) and with a northwest line of the Chesapeake Operating, Inc. - Mill Creek OL No. 1-H Unit;

THENCE along said common line, South 41 degrees 53 minutes 30 seconds West 1047.85 feet to a 5/8" iron rod found for the south corner of said Loeffler tract;

THENCE, as follows:

North 38 degrees 28 minutes 00 seconds West 54.94 feet to a 5/8" iron rod found for the east corner of a Larry W. Kendrick tract (870/478, O.R.W.C.,Tx.); and
South 42 degrees 46 minutes 11 seconds West 1448.57 feet to a southerly exterior corner hereof in Lehmann Lane;

THENCE along or near the center of Lehmann Lane, as follows:

North 61 degrees 30 minutes 52 seconds West 36.77 feet;
North 68 degrees 18 minutes 52 seconds West 234.27 feet;
North 82 degrees 24 minutes 52 seconds West 68.80 feet; and
South 84 degrees 54 minutes 08 seconds West 29.98 feet to an interior corner hereof in Lehmann Lane;

THENCE South 42 degrees 18 minutes 13 seconds West 1699.04 feet to the most southerly corner hereof and an interior corner of the UPRC - Calvin Boecker Unit No. 1;

THENCE, as follows:

North 47 degrees 08 minutes 03 seconds West 89.43 feet;
North 44 degrees 39 minutes 45 seconds West 289.66 feet to a 3/8" iron rod found;
North 42 degrees 56 minutes 39 seconds East 1121.27 feet;
South 85 degrees 56 minutes 49 seconds West 4.37 feet;
North 42 degrees 14 minutes 33 seconds East 670.54 feet; and
North 42 degrees 15 minutes 56 seconds East 1379.84 feet to a 1" iron bar found in a south line of said Loeffler tract;

THENCE South 88 degrees 16 minutes 14 seconds West 1016.59 feet to a 1/2" iron rod found for the west corner of said Loeffler tract;

THENCE North 42 degrees 28 minutes 34 seconds East 555.71 feet to an interior corner hereof on the north bank of Mill Creek;

THENCE along the north bank of Mill Creek with its meanders, as follows:

South 88 degrees 43 minutes 14 seconds West 49.33 feet;
North 53 degrees 10 minutes 49 seconds West 40.86 feet;
South 86 degrees 10 minutes 37 seconds West 34.39 feet;
South 73 degrees 32 minutes 44 seconds West 100.50 feet;
North 56 degrees 17 minutes 40 seconds West 130.89 feet;
North 86 degrees 31 minutes 03 seconds West 144.45 feet;
South 64 degrees 34 minutes 44 seconds West 22.67 feet;
South 83 degrees 33 minutes 17 seconds West 32.07 feet;
North 50 degrees 31 minutes 10 seconds West 22.98 feet;
North 85 degrees 31 minutes 09 seconds West 32.01 feet;
South 35 degrees 23 minutes 10 seconds West 62.46 feet;
North 83 degrees 09 minutes 49 seconds West 94.74 feet;
North 65 degrees 06 minutes 08 seconds West 34.08 feet;
South 73 degrees 05 minutes 20 seconds West 40.32 feet;
South 26 degrees 50 minutes 43 seconds West 40.20 feet;
South 77 degrees 39 minutes 07 seconds West 185.38 feet;
South 71 degrees 26 minutes 09 seconds West 45.84 feet;
North 67 degrees 24 minutes 52 seconds West 26.65 feet;
South 86 degrees 20 minutes 31 seconds West 37.91 feet;
South 55 degrees 18 minutes 58 seconds West 33.66 feet;
North 88 degrees 42 minutes 42 seconds West 64.55 feet;
South 56 degrees 49 minutes 54 seconds West 58.54 feet;
South 74 degrees 57 minutes 47 seconds West 63.59 feet;
South 49 degrees 12 minutes 37 seconds West 44.71 feet;
South 79 degrees 49 minutes 31 seconds West 63.40 feet;
North 77 degrees 22 minutes 10 seconds West 31.45 feet;
South 69 degrees 26 minutes 53 seconds West 69.04 feet;
South 40 degrees 02 minutes 04 seconds West 57.53 feet;

South 38 degrees 14 minutes 20 seconds West 61.37 feet;
North 85 degrees 45 minutes 31 seconds West 76.86 feet; and
North 49 degrees 30 minutes 47 seconds West 35.48 feet; to an interior corner hereof on the north bank of Mill Creek and on the southeast line of a Ray Weiss tract (725/12, O.R.W.C.,Tx.);

THENCE along the southeast line of said Weiss tract, South 43 degrees 04 minutes 47 seconds West 1629.85 feet to the south corner of same in the center of the old channel of Mill Creek;

THENCE along the center of the old channel of Mill Creek, as follows:
South 71 degrees 20 minutes 21 seconds West 34.20 feet;
South 66 degrees 23 minutes 25 seconds West 163.89 feet;
North 40 degrees 39 minutes 56 seconds West 74.43 feet;
North 14 degrees 21 minutes 42 seconds West 40.92 feet;
North 39 degrees 15 minutes 54 seconds West 61.21 feet;
South 89 degrees 00 minutes 06 seconds West 80.59 feet;
South 71 degrees 55 minutes 06 seconds West 66.43 feet;
South 49 degrees 13 minutes 06 seconds West 110.48 feet;
North 51 degrees 38 minutes 54 seconds West 100.19 feet;
North 49 degrees 12 minutes 06 seconds East 111.07 feet;
North 31 degrees 32 minutes 06 seconds East 81.20 feet; and
North 05 degrees 19 minutes 54 seconds West 137.58 feet to corner in said creek channel for the west corner of said Weiss tract;

THENCE along a northwest line of said Weiss tract, common with a southeast line of another Ray Weiss tract (829/336, O.R.W.C.,Tx.), North 43 degrees 08 minutes 51 seconds East 1904.69 feet to an interior corner hereof on said common line;

THENCE through last said Weiss tract, North 49 degrees 12 minutes 00 seconds West 415.41 feet to a 1/2" iron rod found in a concrete monument, being an interior corner of last said Weiss tract;

THENCE North 49 degrees 12 minutes 00 seconds West 223.68 feet to a 2" iron pipe found for a north corner of last said Weiss tract;

THENCE along a portion of a northwest line of last said Weiss tract, South 41 degrees 05 minutes 59 seconds West 1455.39 feet to a westerly exterior corner hereof on the northeast bank of Mill Creek;

THENCE along the northeast bank of Mill Creek with its meanders, as follows:
North 45 degrees 35 minutes 27 seconds West 8.39 feet;
North 66 degrees 37 minutes 38 seconds West 39.21 feet;
North 83 degrees 09 minutes 41 seconds West 28.69 feet;
South 68 degrees 20 minutes 40 seconds West 50.87 feet;
South 83 degrees 48 minutes 50 seconds West 62.94 feet;
North 79 degrees 37 minutes 08 seconds West 54.24 feet;
North 84 degrees 37 minutes 45 seconds West 73.88 feet;
South 80 degrees 15 minutes 54 seconds West 74.48 feet;
North 62 degrees 09 minutes 05 seconds West 43.39 feet;
North 42 degrees 13 minutes 24 seconds West 117.57 feet;
North 43 degrees 39 minutes 56 seconds West 111.74 feet;
North 25 degrees 39 minutes 43 seconds East 28.18 feet;
North 20 degrees 05 minutes 36 seconds West 48.01 feet;
North 62 degrees 19 minutes 39 seconds West 40.14 feet;
South 48 degrees 03 minutes 14 seconds West 67.29 feet;
South 56 degrees 11 minutes 52 seconds West 39.84 feet;
North 84 degrees 59 minutes 45 seconds West 69.82 feet;
North 09 degrees 52 minutes 30 seconds West 41.74 feet;
North 25 degrees 23 minutes 12 seconds East 53.60 feet;
North 46 degrees 21 minutes 48 seconds East 219.70 feet;
North 44 degrees 24 minutes 43 seconds East 55.21 feet;
North 13 degrees 32 minutes 16 seconds West 34.64 feet;
North 54 degrees 01 minutes 24 seconds West 82.62 feet;
North 54 degrees 44 minutes 00 seconds West 69.63 feet;
North 14 degrees 57 minutes 09 seconds West 63.68 feet;
North 16 degrees 04 minutes 16 seconds West 82.86 feet;
North 49 degrees 19 minutes 37 seconds West 72.33 feet;
North 15 degrees 39 minutes 52 seconds West 64.71 feet;
North 23 degrees 48 minutes 19 seconds East 60.13 feet;
North 04 degrees 01 minutes 55 seconds West 73.96 feet;
North 33 degrees 12 minutes 46 seconds West 72.54 feet;
North 51 degrees 12 minutes 33 seconds West 147.99 feet;
South 85 degrees 14 minutes 35 seconds West 74.71 feet;
South 62 degrees 26 minutes 15 seconds West 59.14 feet;
South 36 degrees 32 minutes 13 seconds West 96.64 feet;
South 80 degrees 51 minutes 30 seconds West 23.71 feet;
North 81 degrees 17 minutes 31 seconds West 51.94 feet;

South 80 degrees 16 minutes 47 seconds West 82.86 feet;
South 26 degrees 18 minutes 33 seconds West 66.66 feet;
South 84 degrees 12 minutes 47 seconds West 133.34 feet;
North 44 degrees 42 minutes 39 seconds West 91.72 feet;
North 00 degrees 12 minutes 58 seconds West 51.00 feet;
North 78 degrees 14 minutes 14 seconds East 49.02 feet;
South 68 degrees 58 minutes 42 seconds East 69.62 feet;
North 77 degrees 34 minutes 10 seconds East 51.24 feet;
North 22 degrees 50 minutes 18 seconds East 76.96 feet;
North 30 degrees 22 minutes 03 seconds West 101.38 feet;
North 51 degrees 01 minutes 06 seconds West 132.25 feet;
North 66 degrees 35 minutes 53 seconds West 34.73 feet;
South 75 degrees 05 minutes 33 seconds West 29.34 feet;
South 38 degrees 17 minutes 20 seconds West 30.79 feet;
South 09 degrees 22 minutes 31 seconds West 31.83 feet;
South 70 degrees 04 minutes 01 seconds West 27.65 feet;
North 23 degrees 57 minutes 05 seconds West 51.53 feet;
North 21 degrees 17 minutes 29 seconds West 54.11 feet;
North 02 degrees 33 minutes 04 seconds West 62.48 feet;
North 32 degrees 47 minutes 34 seconds West 76.54 feet;
North 27 degrees 58 minutes 31 seconds West 74.96 feet;
North 42 degrees 49 minutes 09 seconds West 300.76 feet;
North 31 degrees 02 minutes 01 seconds West 258.12 feet;
North 10 degrees 58 minutes 41 seconds West 104.28 feet;
North 24 degrees 04 minutes 08 seconds West 49.35 feet;
North 61 degrees 36 minutes 42 seconds West 48.33 feet;
North 41 degrees 00 minutes 19 seconds West 30.70 feet;
North 29 degrees 25 minutes 40 seconds East 42.12 feet;
North 42 degrees 40 minutes 36 seconds East 153.41 feet;
North 57 degrees 09 minutes 42 seconds East 123.83 feet;
North 76 degrees 58 minutes 24 seconds East 80.15 feet;
North 20 degrees 45 minutes 25 seconds East 62.86 feet; and
North 08 degrees 56 minutes 20 seconds West 84.97 feet to corner on the east bank of Mill Creek;

THENCE, as follows:
South 71 degrees 25 minutes 25 seconds West 74.94 feet;
North 75 degrees 45 minutes 12 seconds West 6.79 feet to a 1/2" iron rod found; and
North 65 degrees 45 minutes 12 seconds West 500.00 feet to a paint mark found in concrete at a fence corner for the southwest corner of a Clamens Tiemann, Jr. tract (916/41, O.R.W.C.,Tx.);

THENCE along the west line of said Tiemann, Jr. tract, North 05 degrees 46 minutes 56 seconds West 1793.25 feet to a 5/8" iron rod found on the south margin of F. M. Highway 332 (91/154, D.R.W.C.,Tx.);

THENCE along said highway line, North 78 degrees 18 minutes 16 seconds East 90.13 feet to an interior corner hereof on the east bank of Mill Creek;

THENCE along the east bank of Mill Creek with its meanders, as follows:
North 01 degrees 54 minutes 53 seconds East 75.34 feet;
North 19 degrees 57 minutes 26 seconds East 54.95 feet;
North 24 degrees 05 minutes 12 seconds East 47.81 feet;
North 14 degrees 46 minutes 44 seconds East 198.67 feet;
North 46 degrees 15 minutes 24 seconds East 34.55 feet;
North 02 degrees 27 minutes 35 seconds East 44.32 feet;
North 20 degrees 01 minutes 25 seconds East 210.28 feet;
North 13 degrees 42 minutes 03 seconds East 129.27 feet;
North 06 degrees 01 minutes 59 seconds East 250.91 feet;
North 02 degrees 34 minutes 54 seconds West 67.96 feet;
North 14 degrees 54 minutes 28 seconds West 111.78 feet; and
North 13 degrees 28 minutes 07 seconds West 188.57 feet to a 1/2" iron rod found on the east bank of Mill Creek for the south corner of a Clamens Tiemann, Jr, et al tract (22?,397, D.R.W.C.,Tx.);

THENCE along the southeast line of last said Tiemann, et al tract, as follows:
North 40 degrees 55 minutes 59 seconds East 689.75 feet to a 3/8" iron rod found;
North 41 degrees 21 minutes 55 seconds East 401.19 feet, to the PLACE OF BEGINNING, containing 840.00 ACRES of land, more or less.

Compiled from a partial survey made on the ground, descriptions and prior plat furnished by Chesapeake Operating, Inc.
Bearings are based on True North obtained by GPS observations.
Prepared in conjunction with a separate plat bearing even date herewith.

Dated this the 10th of December, 2001.
2018-01
2018DESC

Donald W. Lampe
R.P.L.S. No. 1732

STATE OF TEXAS
REGISTERED
DONALD W. LAMPE
1732
PROFESSIONAL
LAND SURVEYOR

REVENUE
6118 FL 2

010
016

FILED FOR RECORD
WASHINGTON COUNTY, TX
02 FEB 21 AM 10:58
BETH A. ROTHERMEL
WASHINGTON CO. CLERK

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

FEB 22 2002

Beth A. Rothermel

Beth Rothermel, County Clerk
Washington County, Texas

Pd.
Chesapeake Energy, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

(15)

File No. 098943
fax

Date Filed: 10-13-05
Jerry E. Patterson, Commissioner

By schon

ALBERT, NEELY & KUHLMANN, L.L.P.
ATTORNEYS AT LAW
1200 OIL & GAS BUILDING
309 WEST SEVENTH STREET
FORT WORTH, TEXAS 76102

TELEPHONE
(817) 877-0088
TELEFAX
(817) 870-2640

KARL R. ALBERT*
ROGER T. NEELY
WM. D. KUHLMANN, JR.
PHILIP C. MANI*
STEPHEN B. O'REAR
MELISSA K. CAWYER
KEVIN E. GLADDEN
*BOARD CERTIFIED
OIL, GAS & MINERAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

February 27, 2002

RME Petroleum Company
c/o Anadarko Petroleum Corporation
P.O. Box 1330
Houston, Texas 77251-1330

Attention: Mr. Mike Nixson

TX-94155
M-98943

Re: State of Texas, et al., Leases, 0.9962 acres, more or less (estimated) located in the Samuel M. Williams Survey, Abstract No. 110, Washington County, Texas **(Wilder Unit; AFE. No. 23383)**

ORIGINAL DRILLING TITLE OPINION

DESCRIPTION OF LANDS

0.9962 acres, more or less (estimated), being that portion of the lands described in a Deed, dated February 25, 1926, from O.H. Sommerfeld and wife, E. Sommerfeld, to Washington County, Texas, recorded in Volume 91, Page 73, Deed Records, Washington County, Texas, lying north of the centerline of Farm to Market Highway 332 [the "Subject Lands"].

A plat depicting the approximate location of the Subject Lands is attached to this Opinion as Exhibit "A".

I.

MATERIALS EXAMINED

1. The records contained in the Offices of the County and District Clerks of Washington County, Texas, as identified in a Title Runsheet, dated February 5, 2002, prepared by J.B. Simmons & Associates, Inc. for RME Petroleum Company, covering the Subject Lands (0.9962 acres), from February 26, 1889 to January 31, 2002 at 5:00 p.m.

Examiner's Note: All references to the Deed Records, Deed of Trust Records, Real Property Records, Oil and Gas Lease Records, or other official records are references to the records in the Office of the County Clerk of Washington County, Texas, unless otherwise stated.

2. The following unrecorded Oil, Gas and Mineral Leases, to wit:

A. Oil, Gas and Mineral Lease, dated effective November 20, 2001, from Ervin Sommerfeld and Weda Preuss, Lessors, to RME Petroleum Company, Lessee, covering a portion of the Subject Lands and other lands (58.901 acres).

B. Oil, Gas and Mineral Lease, dated effective November 27, 2001, from Larry Boehnemann and wife, Kathie Boehnemann, Lessors, to RME Petroleum Company, Lessee, covering a portion of the Subject Lands and other lands (1.5 acres).

3. The materials examined did not contain any ad valorem tax information.

II.

OWNERSHIP

Based upon our examination of the materials referenced above, and subject to the comments, requirements and limitations hereinafter set forth, we find title to the Subject Lands vested, as of January 31, 2002 at 5:00 p.m., as follows:

THE SUBJECT LANDS (0.9962 acres)

1. Surface

This Opinion does not cover the ownership of the surface of the Subject Lands.

2. **Executive Rights and Mineral Fee (including the right to lease, receive bonus and delay rentals)**

A. **Tract One: 0.79696 acres, more or less (estimated), being that portion of the Subject Lands located adjacent to 58.901 acres, more or less, being all that certain 60.401 acres, more or less, described in a Deed, dated October 2, 1981, from Emma Sommerfeld, et al., to Ervin Sommerfeld, et al., recorded in Volume 425, Page 119, Deed Records, Washington County, Texas, less and except 1.5 acres more or less, being the same lands**

described in a Warranty Deed, dated December 27, 2000, from Ervin Sommerfeld, et al., to Larry Boehnemann and wife, Kathie Boehnemann, recorded in Volume 976, Page 274, Official Records, Washington County, Texas

105087

Ervin Sommerfeld,
as separate property 1/4

Weda Preuss, 450-78-1931 6620 FM 332 Rd Brenham
as separate property 1/4

The State of Texas 1/2

B. **Tract Two: 0.16924 acres, more or less (estimated), being that portion of the Subject Lands located adjacent to 1.5 acres more or less, being the same lands described in a Warranty Deed, dated December 27, 2000, from Ervin Sommerfeld, et al., to Larry Boehnemann and wife, Kathie Boehnemann, recorded in Volume 976, Page 274, Official Records, Washington County, Texas**

478167

Larry Boehnemann and wife,
Kathie Boehnemann 1/2

The State of Texas 1/2

3. **Oil and Gas Royalty** **Source**

A. **Tract One: 0.79696 acres, more or less (estimated), being that portion of the Subject Lands located adjacent to 58.901 acres, more or less, being all that certain 60.401 acres, more or less, described in a Deed, dated October 2, 1981, from Emma Sommerfeld, et al., to Ervin Sommerfeld, et al., recorded in Volume 425, Page 119, Deed Records, Washington County, Texas, less and except 1.5 acres more or less, being the same lands described in a Warranty Deed, dated December 27, 2000, from Ervin Sommerfeld, et al., to Larry Boehnemann and wife, Kathie Boehnemann, recorded in Volume 976, Page 274, Official Records, Washington County, Texas**

Ervin Sommerfeld .05000000 L1
(1/4 of 1/5)

Weda Preuss (1/4 of 1/5)	.05000000	L1
The State of Texas (1/2 of 1/6)	.08333333	L3
Total Royalty Interest	.18333333	

B. **Tract Two: 0.16924 acres, more or less (estimated), being that portion of the Subject Lands located adjacent to 1.5 acres more or less, being the same lands described in a Warranty Deed, dated December 27, 2000, from Ervin Sommerfeld, et al., to Larry Boehnemann and wife, Kathie Boehnemann, recorded in Volume 976, Page 274, Official Records, Washington County, Texas**

Larry Boehnemann and wife, Kathie Boehnemann (1/2 of 1/5)	.10000000	L2
The State of Texas (1/2 of 1/6)	.08333333	L3
Total Royalty Interest	.18333333	

4. **Oil and Gas Leasehold**

(a) Overriding Royalties

None. There are no overriding royalties.

(b) Working Interest

Name	Expense Interest	Revenue Interest	Source
RME Petroleum Company (1/2 of 4/5) plus (1/2 of 5/6)	1.00000000	.81666667	L1-L3
Total Working Interest	1.00000000	.81666667	

III.

OIL AND GAS LEASES

LEASE ONE (L1).

Lease Form:	Prod 88 (Rev 10/98) Paid-Up
Effective Date:	November 20, 2001
Lessors:	Ervin Sommerfeld, a single man, and Weda Preuss, a single woman
Lessee:	RME Petroleum Company
Filing Date:	January 3, 2002 (see Memorandum of Oil, Gas and Mineral Lease, dated November 20, 2001)
Recorded:	Volume 1018, Page 805, Official Records, Washington County, Texas (see Memorandum of Oil, Gas and Mineral Lease, dated November 20, 2001)
Lands Described:	Tract One of the Subject Lands (0.79696 acres) and other lands (58.901 total acres)
Interest Covered:	1/2 mineral interest in Tract One of the Subject Lands
Delay Rentals:	None. Paid-up lease
Primary Term:	Three (3) years
Royalties:	1/5 royalty, oil and gas
Shut-In Royalties:	See Lease Paragraph No. 3. (Depository: Pay direct to Lessors at 6620 F.M. 332, Brenham, Texas 77833)
Pooling Provisions:	See Lease Paragraphs No. 5 and 14.

Lease Paragraph No. 5. Units formed by 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

Lease Paragraph No. 14. Retained acreage, pugh and continuous operations provisions

Special Provisions: See Lease Exhibit A, containing Lease Paragraphs No. 12-14 Reference is made to the lease for an itemization of its special provisions

Lease Amendments: None

Lease Ratifications: None

LEASE TWO (L2).

L2 is substantially identical to L1 described above, except as follows:

Effective Date: November 27, 2001

Lessors: Larry Boehnemann and wife, Kathie Boehnemann a/k/a Kathie K. Boehnemann

Filing Date: February 1, 2002 (see Memorandum of Oil, Gas and Mineral Lease, dated November 27, 2001)

Recorded: Volume 1022, Page 409, Official Records, Washington County, Texas (see Memorandum of Oil, Gas and Mineral Lease, dated November 27, 2001)

Lands Described:	Tract Two of the Subject Lands (0.16924 acres) and other lands (1.5 total acres)
Interest Covered:	1/2 mineral interest in Tract Two of the Subject Lands
Delay Rentals:	None. Paid-up lease
Primary Term:	Three (3) years
Royalties:	1/5 royalty, oil and gas
Shut-In Royalties:	See Lease Paragraph No. 3. (Depository: Pay direct to Lessors at 209 East Main Street, Brenham, Texas 77833)
Pooling Provisions:	See Lease Paragraph No. 5. Lease Paragraph No. 5. Units formed by 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
Special Provisions:	See Lease Exhibit A, containing Lease Paragraphs No. 12-13. Reference is made to the lease for an itemization of its special provisions
Lease Amendments:	None
Lease Ratifications:	None

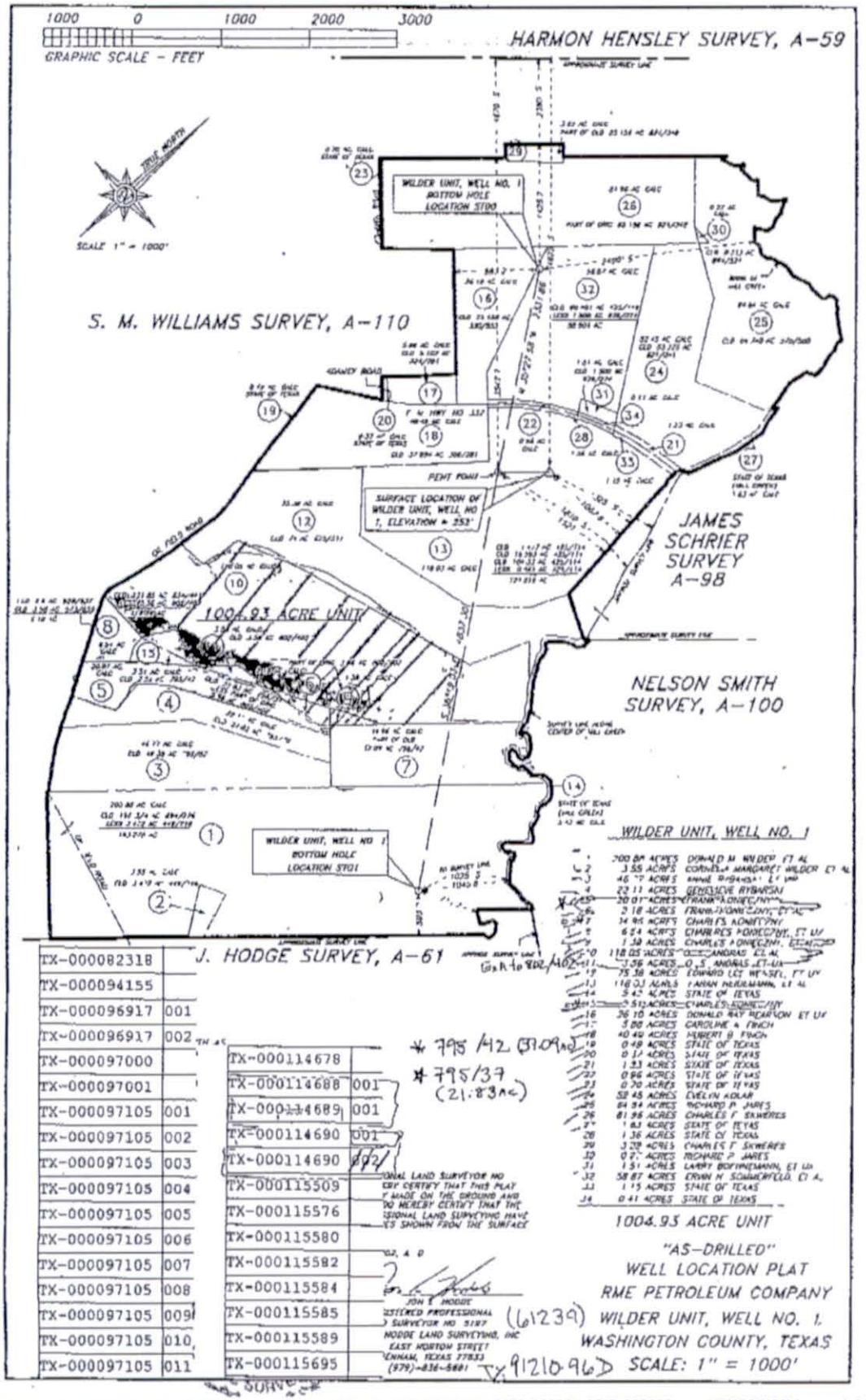
LEASE THREE (L3).

Lease Form:	State of Texas Oil and Gas Lease No. M-98943
Effective Date:	February 17, 1998
Lessor:	Commissioner of the General Land Office of the State of Texas
Lessee:	Union Pacific Resources Company
Filing Date:	April 7, 1998
Recorded:	Volume 889, Page 39, Official Records, Washington County, Texas
Lands Described:	The Subject Lands and other lands (5.0603 acres)
Interest Covered:	1/2 mineral interest in the Subject Lands
Delay Rentals:	None. Paid-up lease
Primary Term:	Five (5) years
Royalties:	1/6 royalty, oil and gas
Shut-In Royalties:	See Lease Paragraphs No. 3c, 3e and 4b
Pooling Provisions:	See Lease Paragraph No. 4. Lease Paragraph No. 4. Units poled for oil shall not exceed 160 acres each in area, and units pooled for gas shall not exceed in area 640 acres each plus a tolerance of 10%, unless oil or gas units of a greater size are allowed under or prescribed by the rules of the Railroad Commission of Texas
Special Provisions:	L3 is a State of Texas Highway Lease form which contains numerous unusual and special provisions

VOL. 1037 PAGE 080

Exhibit "B"

Attached to and made a part of DESIGNATION OF UNIT WILDER Unit, WELL NO. 1 dated June 1, 2002



WILDER UNIT, WELL NO. 1

1	200.86 ACRES	DONALD M. WILDER ET AL
2	3.55 ACRES	CORNELIA MARGARET WILDER ET AL
3	46.77 ACRES	ANNIE BYRAM ET AL
4	22.11 ACRES	GENEVIEVE RYBARSKI
5	30.01 ACRES	FRANK J. ADNEY, JR.
6	3.18 ACRES	FRANK J. ADNEY, JR. ET AL
7	14.96 ACRES	CHARLES ADNEY, JR.
8	6.54 ACRES	CHARLES ADNEY, JR. ET UX
9	1.38 ACRES	CHARLES ADNEY, JR.
10	118.05 ACRES	C. ANDRAS ET AL
11	1.56 ACRES	C. S. ANDRAS ET UX
12	75.38 ACRES	EDWARD LEE WESSEL, ET UX
13	118.03 ACRES	FRANK HERRMANN, ET AL
14	5.42 ACRES	STATE OF TEXAS
15	0.51 ACRES	CHARLES ADNEY, JR.
16	36.10 ACRES	DONALD RAY PEARSON ET UX
17	5.00 ACRES	CAROLINE A. FINCH
18	40.40 ACRES	HUBERT B. FINCH
19	0.48 ACRES	STATE OF TEXAS
20	0.17 ACRES	STATE OF TEXAS
21	1.83 ACRES	STATE OF TEXAS
22	0.86 ACRES	STATE OF TEXAS
23	0.70 ACRES	STATE OF TEXAS
24	52.45 ACRES	EVELYN KOLAR
25	84.84 ACRES	RICHARD P. JAMES
26	81.96 ACRES	CHARLES F. SKWERES
27	1.63 ACRES	STATE OF TEXAS
28	1.36 ACRES	STATE OF TEXAS
29	3.28 ACRES	CHARLES F. SKWERES
30	0.27 ACRES	RICHARD P. JAMES
31	1.51 ACRES	LARRY BOEHNEMANN, ET UX
32	58.87 ACRES	ERWIN H. SCHWERTFELD, ET AL
33	1.15 ACRES	STATE OF TEXAS
34	0.41 ACRES	STATE OF TEXAS

1004.93 ACRE UNIT

TX-000082318	
TX-000094155	
TX-000096917	001
TX-000096917	002
TX-000097000	
TX-000097001	
TX-000097105	001
TX-000097105	002
TX-000097105	003
TX-000097105	004
TX-000097105	005
TX-000097105	006
TX-000097105	007
TX-000097105	008
TX-000097105	009
TX-000097105	010
TX-000097105	011
TX-000114678	
TX-000114688	001
TX-000114689	001
TX-000114690	001
TX-000114690	002
TX-000115509	
TX-000115576	
TX-000115580	
TX-000115582	
TX-000115584	
TX-000115585	
TX-000115589	
TX-000115695	

* 795/12 (51.09 AC)
* 795/37 (21.83 AC)

I, JON E. HODGE, REGISTERED PROFESSIONAL LAND SURVEYOR NO 5197 OF HODGE LAND SURVEYING, INC EAST HORTON STREET BRENHAM, TEXAS 77833 (979)-836-5681 DO HEREBY CERTIFY THAT THIS PLAT IS MADE ON THE GROUND AND THAT THE REGIONAL LAND SURVEYING MARKS AS SHOWN FROM THE SURFACE

"AS-DRILLED"
WELL LOCATION PLAT
RME PETROLEUM COMPANY
(61239) WILDER UNIT, WELL NO. 1,
WASHINGTON COUNTY, TEXAS
91210-96D SCALE: 1" = 1000'

(16)

File No. MF098943
Title Opinion

Date Filed: 6-2-06
Jerry E. Patterson, Commissioner
By m

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA170094

Unit Number	*8704*				
Operator Name	*Enervest Operating L L C*			*Effective Date*	*08/01/2017*
Customer ID	*C000040239*			*Unitized For*	*Oil And Gas*
Unit Name	*Wilder Unit*			*Unit Term*	
County 1	*Washington*	*RRC District 1*	*03*	*Old Unit Number*	*Inactive Status Date*
County 2		*RRC District 2*		replaces unit 3155	
County 3		*RRC District 3*		County & State Rds	
County 4		*RRC District 4*		Separated	
Unit type	*Permanent*				
State Net Revenue Interest	*Oil*	*0.00299507*			
State Part in Unit		*0.01365269*			
Unit Depth	*Specified Depths*				
From Depth	*15128*				
To Depth	*15453*				

Well

Formation *Top of Austin Chalk to Base of Austin Chalk*

Participation Basis *Surface Acreage*

If Excluions Apply: See Remarks

Lease Number	*Tract No*	*Lease Acres in Unit*	*Total Unit Acres*	*Tract Participation*	*O/G*	*Lease Royalty*	*NRI of Lease in Unit*	*Royalty Rate Reduction Clause*
MF102516	14	5.420000	1,004.930000	0.00539341	O/G	0.25000000	0.00134835	No
MF102352	19, 20 & 23	1.560000	1,004.930000	0.00155235	O/G	0.20000000	0.00031047	No
MF098943	21, 22 & 34	2.600000	1,004.930000	0.00258724	O/G	0.16666700	0.00043121	No

Lease Number	*Tract No*	*Lease Acres in Unit*	*Total Unit Acres*	*Tract Participation*	*O/G*	*Lease Royalty*	*NRI of Lease in Unit*	*Royalty Rate Reduction Clause*
MF100805	27	1.630000	1,004.930000	0.00162200	O/G	0.25000000	0.00040550	No
MF118901	28 & 33	2.510000	1,004.930000	0.00249769	O/G	0.20000000	0.00049954	No

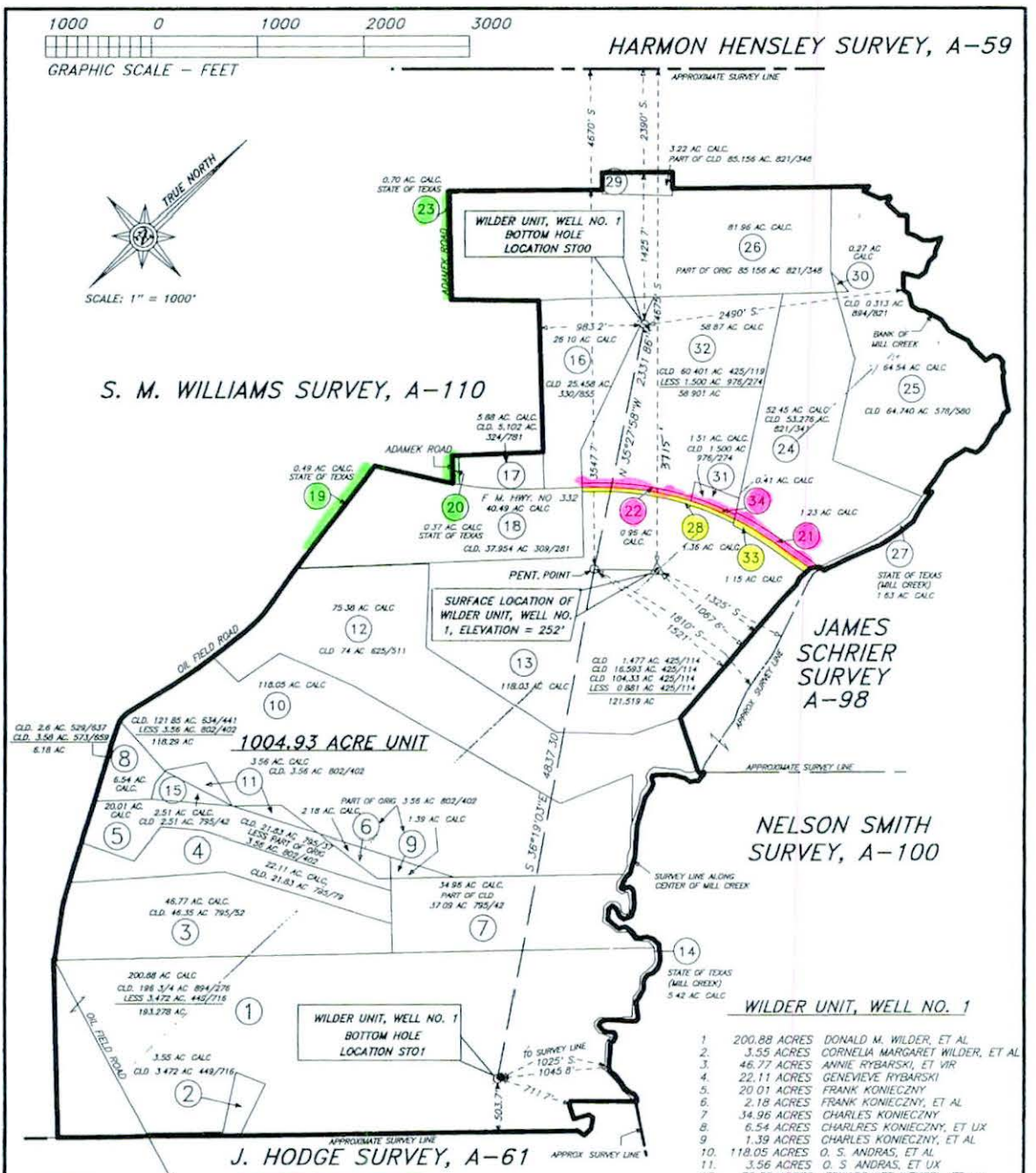
API Number

4247730920

Remarks: This unit replaces unit 3155. State and county roads were separated.

Prepared By:	MB	*Prepared Date:*	9/18/17
GLO Base Updated By:	MB	*GLO Base Date:*	9/18/17
RAM Approval By:	JW	*RAM Approval Date:*	9.19.17
GIS By:		*GIS Date:*	
Well Inventory By:	MB	*WI Date:*	9/18/17

Unit 8704



NOTES:

1. SURFACE LOCATION:
   LATITUDE: 30°05'39" N
   LONGITUDE: 96°28'04" W
2. BEARINGS BASED ON TRUE NORTH AS OBTAINED BY GPS OBSERVATIONS.
3. SURFACE LOCATION IS 6.8 MILES SOUTHWEST OF BRENHAM, TEXAS.
4. PENETRATION POINT IS LOCATED S 43°42'30" W 595.95' FROM SURFACE LOCATION.
5. BOTTOM HOLE LOCATION ST00:
   LATITUDE: 30°05'54" N
   LONGITUDE: 96°28'24" W
6. BOTTOM HOLE LOCATION ST01:
   LATITUDE: 30°04'55" N
   LONGITUDE: 96°27'38" W

MF098943 Tr 21, 22, 34 2.6 Ac
MF102352 Tr 19, 20, 23 1.56 Ac
MF 118901 Tr 28, 33 2.51 Ac
MF 100805 Tr 27 1.63 Ac
MF 102516 Tr 14 5.42 Ac

I, JON E. HODDE, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5197 OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A PARTIAL SURVEY MADE ON THE GROUND AND FROM DEED RECORD INFORMATION AND DO HEREBY CERTIFY THAT THE RULES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING HAVE BEEN COMPLIED WITH REGARDING THE TIES SHOWN FROM THE SURFACE LOCATION TO THE UNIT LINES.

DATED THIS THE 7TH DAY OF JUNE, 2002, A. D.

STATE OF TEXAS REGISTERED JON E. HODDE 5197 PROFESSIONAL LAND SURVEYOR

JON E. HODDE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5197
HODDE & HODDE LAND SURVEYING, INC.
613 EAST HORTON STREET
BRENHAM, TEXAS 77833
(979)-836-5681

W. O. NO. 4382
(4382PLT1–LY10)
(RME4382.CRD)

SHEET NO. 1 OF 2

WILDER UNIT, WELL NO. 1

1	200.88 ACRES	DONALD M. WILDER, ET AL
2.	3.55 ACRES	CORNELIA MARGARET WILDER, ET AL
3.	46.77 ACRES	ANNIE RYBARSKI, ET VIR
4.	22.11 ACRES	GENEVIEVE RYBARSKI
5.	20.01 ACRES	FRANK KONIECZNY
6.	2.18 ACRES	FRANK KONIECZNY, ET AL
7	34.96 ACRES	CHARLES KONIECZNY
8.	6.54 ACRES	CHARLES KONIECZNY, ET UX
9	1.39 ACRES	CHARLES KONIECZNY, ET AL
10.	118.05 ACRES	O. S. ANDRAS, ET AL
11.	3.56 ACRES	O. S. ANDRAS, ET UX
12	75.38 ACRES	EDWARD LEE WENSEL, ET UX
13.	118.03 ACRES	KARAN HEIDEMANN, ET AL
14	5.42 ACRES	STATE OF TEXAS
15.	2.51 ACRES	CHARLES KONIECZNY
16	26.10 ACRES	DONALD RAY PEARSON, ET UX
17.	5.88 ACRES	CAROLINE A. FINCH
18.	40.49 ACRES	HUBERT B. FINCH
19	0.49 ACRES	STATE OF TEXAS
20	0.37 ACRES	STATE OF TEXAS
21.	1.23 ACRES	STATE OF TEXAS
22	0.96 ACRES	STATE OF TEXAS
23.	0.70 ACRES	STATE OF TEXAS
24.	52.45 ACRES	EVELYN KOLAR
25.	64.54 ACRES	RICHARD P. JARES
26.	81.96 ACRES	CHARLES F. SKWERES
27.	1.63 ACRES	STATE OF TEXAS
28.	1.36 ACRES	STATE OF TEXAS
29.	3.22 ACRES	CHARLES F. SKWERES
30.	0.27 ACRES	RICHARD P. JARES
31.	1.51 ACRES	LARRY BOEHNEMANN, ET UX
32	58.87 ACRES	ERVIN H. SOMMERFELD, ET AL
33.	1.15 ACRES	STATE OF TEXAS
34.	0.41 ACRES	STATE OF TEXAS

1004.93 ACRE UNIT

"AS–DRILLED"
WELL LOCATION PLAT
RME PETROLEUM COMPANY
WILDER UNIT, WELL NO. 1
WASHINGTON COUNTY, TEXAS
SCALE: 1" = 1000'

FNL 7200'

(17)

File No. MF 098943

Washington County

Unit 8704

Date Filed: 9/18/17

George P. Bush, Commissioner

By MB Barnstone