incert 38 (4/76) Revised	2323 FANNIN, HOUSTON	N, TEXAS 77002, (713) 659-3159	If after discovery and production of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for fulling or reworking within sixty (60) days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations after the expiration of sixty days from date of completion of dry hole or consistent of the primary term and prior to the discovery of oil, gas or consistent of the primary term and prior to the discovery of oil, gas or consistent of the primary term and prior to the discovery of oil, gas or consistent of the primary term and prior to the discovery of oil, gas or consistent of the primary term, the target term, the target term, the primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lesses shall remain in forces to long as operations thereon or shall have completed a dry hole thereon within sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. Any pooled until testingnated by Lessee is accordance with the terms hereof may be dissolved by Lessee by in strument filed for record in the appropriate records of the country in which the lessed premises are situated at any time after the completion of a divisored by Lessee by in the production on said with unit. In the event a well or wells producing oil or gas in paying quantities in actional become in and within three hid drill under
OIL.	GAS AND MINERAL LEASE		mences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of sixty days from date of competents of the visit of the discovery of oil, gas or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or
	hdayofNovember	19 92, between	other mineral on said land, or on acreage pooled therewish, beare small of the primary term, oil, gas or other mineral is not being produced on said land, or on lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on lease in force during the remainder of the primary term, oil, gas or other mineral is not being produced on said land, or on lease in force during the remainder of the primary term, oil, gas or other mineral is not being produced on said land, or on lease in force during the remainder of the primary term, oil, gas or other mineral is not being produced on said land, or on lease in force during the remainder of the primary term, oil, gas or other mineral is not being produced on said land, or on lease in force during the remainder of the primary term, oil, gas or other mineral is not being produced on said land, or on lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on lease in force during the primary term.
THIS AGREEMENT Made that			to the end of the primary term, the lease shall remain in force so long as operation on said well or fordrilling or reworking of any additional well are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as bed, gas or other mineral is
RICHARD			produced from said land or acreage pooled therewith. Any pooled until designated by Lessee in accordance with the terms need on the properties of the country in which the leased premises are situated at any line after the completion of a dry hole or the cessation strument filed for record in the appropriate records of the country in which the leased premises are situated at any line after the completion of a dry hole or the cessation strument filed for record in the appropriate records of the country in which the leased premises are situated at any line after the completion of a dry hole or the cessation
A TOTAL STATE OF THE STATE OF T		2	strument filled for record in the appropriate records of the county in which the leased premises are student at any time after the companion of an advention on said unit. In the event a well or wells producing oil or gas in paying quantifies should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.
	1 Tr., College Station, Texas 77840	0	If you are a faced by I asses on said land, including
Lessor (whether one or more), whose address is:	COMPANY, 801 Cherry St., Ft. Worth, Texas 70	6102ee, WITNESSETH:	 Lessee shall have the right at any time during or after the expiration of this teate to remove all property and includes placed by Lessee on sale and, 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.
Lessor in consideration of Ten	Dollars and other valuable consideration	Dollars	8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no
	Control of the Contro	s, leases and lets exclusively	change or division in ownership of the land, rentals or royalites, however accompanies, shall operate to charge the or charge the order of the land, rentals or royalites, however accompanies, shall have been furnished by registered U.S. mail at Lessee's principal 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 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 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 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 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 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 change of division in such ownership shall be binding or division in such ownership shall be
unto Lessee for the purpose of investigating, expli- geologic and geophysical surveys by seismograph,	systics herein provided, and of the agreements of Lessee herein contained, hereby grants oring, prospecting, drilling and mining for and producing oil, gas and all other minera core test, gravity and magnetic methods, injecting gas, water and other fluids, and air in elephone lines and other structures thereon and on, over and across lands owned or claim of the production of the products and busing its employees, the following describes	nto subsurface strata, laying med by Lessor adjacent and	change or division in such ownership shall be binding on Lessee until thirty (10) days a sterr Lessee shall nake teets it turnible whole or in part, liability for breach place of business with a certified copy of recorded instrument or instruments evidencing same, in the event of assignment hereof it whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach, in the event of any person of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach in the event of the decased until such time as Lessee is furnished with entitled to rentals between deep large of the decased until such time as Lessee is furnished with evidence
contiguous thereto, to produce, save, take care of, t	ireat, transport and own sale products, and housing its employees, the total only		proper evidence of the appointment and qualification of an executor of administrator of the execution that are not more persons be entitled to participate in
At the same of the	BRAZOS	County, Texas, to-wit:	the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons of the him conceptable or to his separate credit in said depository; and
100.00 acres of land. more	e or less, out of the A. G. I, A-1	36 and the	payment or tender to any participant of his portion of the rentals necessary and institution as a solid subspace of the payment or tender to any participant of his portion of the rentals payable hereunder shall be apportionable as between the several leasthoid owners ratably according to the surface area of segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasthoid owners ratably according to the surface area of segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasthoid owners ratably according to the surface area of
THOMAS H , A-1	160, Brazos County, Texas and being more part	icularly	each, and default in rental payment by one shall not affect the rights of other leasehold owners nereunder. It is, or more parties designating an agent to receive payment for 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
described in that certain	Deed dated June 6, 1988,		9. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the
	to Richard, recorded in Volume 1054, rage 813 of	the Official	9. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this laste, not as any time being conducted in estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in estate created hereof, and Lessee, if in default, shall have sixty days constituting a breach hereof, and Lessee, if in default, shall have sixty days.
Records of Brazos County,		LIL VALLUAGE	estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor consistent state of the consistent state of the state of the state of the compilation with this lease, Lessor shall notify Lesse 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 compilance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paving oungations on the premises, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it
and the second of the second o	TO A TO STATE OF THE STATE OF T		after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After in discharging this obligation is mineral in paying quantities on said premises, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation is 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.
	the second of th		10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discourage any tax, included to the title to said land and agrees that Lessee at its option may discourage any tax, included the said said replay rentals and royalites accruing land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lies with right to enforce same and apply rentals and royalites accruing land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lies with right to enforce same and apply rentals and royalites accruing land, either in whole or in part, and in event of lating of little, it is agreed that if this lesse covers a less interest
	or claimed by Lessor adjacent or contiguous to the land particularly described above, who tincluded within the boundaries of the land particularly described above. For the purp		land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royanies accounts 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 toil, 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 royalities, delay rental, and other monies accruing from any part as to which this lease covers less than such full interest, shall be not), or no interest therein, then the royalities, delay rental, and other monies accruing from any part as to which this lease covers less than such full interest, shall be
the second secon	timeted to comprise 100 - 00	tually comprises more or ress.	
Subject to the other provisions herein co long thereafter as oil, gas or other mineral is produ	ontained, this lease shall be for a term of <u>Three (3)</u> years from this date (ca uced from said land or land with which said land is pooled hereunder.	med primary man , and a	fail to execute this issue, it main never increas be originally upon the party of party of the right of Lessee to reduce royalities.
3. The royalties to be paid by Lessee are: (a	a) on oil, one-eighth of that produced and saved from said land, the same to be delivered a	at the wells or to the credit of	11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or
prevailing for the field where produced on the dal	e connected; Lessee may from time to time purchase any royally on in its possession, pay to of purchase; (b) to pay lessor on gat and casinghead gas produced from said land (1) who mouth of the well, or (2) when used by lessee off said land or in the manufacture of gas sooline or other products extracted therefrom and one-eighth of the amount realized from consession while there is a say well on this less or on acrease pooled therewith but a	hen sold by lessee, one-eighth soline or other products, one-	from producing oil or gas inection by reason of searchy of this both the while so prevented, Lessee's obligation to comply with such covenant shall be suspended, that cause and one of governmental authority, then while so prevented, Lessee's obligation to comply with such covenants thall be suspended.
eighth of the amount realized from the sale of ga deducting the amount used for plant fuel and/or	usoline or other products extracted therefrom and one-eighth of the amount realized from compression; while there is a gas well on this lease or on acreage pooled therewish but 3 (s) days after the date on which (1) said well is shut in, or (2) the land covered hereby or are the complete of the com	n the sale of residue gas after gas is not being sold or used,	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 of any form conducting drilling or reworking operations on or from producing oil or gas from the lease prehises; and the time while Lessee is so prevented shall not be counted from conducting drilling or reworking operations on or from producing oil or gas from the lease prehises; and the time while Lessee is so prevented shall not be counted from conducting drilling or reworking operations on or from producing oil or gas from the lease prehises; and the time while Lessee is so prevented shall not be counted from conducting drilling or reworking operations on or from producing oil or gas from the lease prehises; and the time while Lessee is so prevented shall not be counted from conducting drilling or reworking operations on or from producing oil or gas from the lease prehises; and the time while Lessee is so prevented shall not be counted from the lease prehises; and the time while Lessee is so prevented shall not be counted from the lease prehises; and the time while Lessee is so prevented shall not be counted from the lease prehises; and the time while Lessee is so prevented shall not be counted from the lease prehises; and the time while Lessee is so prevented shall not be counted from the lease prehises; and the lease prehises is the lease prehises and the lease prehises are the lease prehises and the lease prehises are the lease prehises are the lease prehises and the lease prehises are the lease prehises ar
Lessee may pay as royalty, on or before ninety (90 in a pooled unit on which a well is located, or (3) t	 days after the date on which (1) said well is shut in, or (2) the land covered hereby or at this lease ceases to be otherwise maintained as provided herein, whichever is the later date 	e, and thereafter at annual in-	from conducting drilling or reworking operations on or from producing ou or gas from the lease permises, and the time the control of the cont
tervals on or before the anniversary of the date the the primary term on the number of acres subject t	he first payment is made, a sum equal to the amount of the annual remain payment is made or tendered, to this lease at the time such payment is made, and if such payment is made or tendered, the sum of the payment is made or tendered.	this lease shall not terminate,	IN WITNESS WARREOF, this instrument is executed in the services
and it will be considered that gas is being product value at the well or mine, at Lessee's election, exce	red from this lease in paying quantities; and (c) of an other things to the fifty cents (50e) per long ton, water from Lesson's wells, for all operations hereunder, and the royalty on oil, gas and	. Lessee shall have free use of coal shall be computed after	
orducting any to used.			RICHARD 5 #
 Lessee, at its option, is hereby given the of them, with any other land covered by this lease. 	right and power to pool or combine the across covered by this lease or any portion there, and/or with any other land, lease or leases in the immediate vicinity thereof to the exten-	eof as to oil and gas, or either thereinafter stipulated, when	
rules of the Railroad Commission of Texas, or of	ther lawful authority, or when to do so would, in the judgment of Lessee, promote the	conservation of oil and gas in	
hereunder shall not substantially exceed in area	040 acres each plus a locality of the deliling or operation of a well at a regular location	on or for obtaining maximum	STATE OF INDIVIDUAL ACKNOWLEDGMENT
allowable from any well to be drilled, drilling or a	alleady drinted, drints included the state of any portion thereof as above	e provided as to oil in any one	COUNTY OF
or more strata and as to gas in any one or more st	rata. The units formed by pooling as to any part conform as to seen with assumits. The po	oling in one or more instances	Before me, the undersigned authority, on this day personally appeared
shall not exhaust the rights of the Lessee hereund	der to pool this lease of portions thereof into driver since and units and upon	such recordation the unit shall	known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that
be effective as to all parties hereto, their heirs, t mineral, royalty, or other rights in land included	an instrument describing and designating the pooled acreage as a pooled unit, and upon successors, and assigns, irrespective of whether or not the unit is likewise effective as to in such unit. Lessee may at its election exercise its pooling option before or after commi-	nencing operations for or com-	executed the same as free act and deed for the purposes and consideration therein expressed.
pleting an oil or gas well on the leased premises, a oil or gas in paying quantities has theretofore bee	successors, and assigns, irrespective of whether or not the unit is likewise effective as it of in such unit. Lessee may a it is election exercise its pooling option before or after comm and the pooled unit may include, but it is not required to include, land or leases upon which encompleted or upon which operations for the drilling of a well for oil or gas have therete of oil or gas from any part of a pooled unit which includes all or a portion of the land co	ofore been commenced. In the	Given under my hand and seal of office this day of, 19
event of operations for drilling on or production	of dit of gas from any part of a poorte and the force or after the execution of this is	instrument or the instrument	My Commission Expires Notary Public in and for County, State of
whether or not the well or wells be located on the	commenced or such production was secured performed in the resecution of the security of the se	d to have been commenced on er of them, as herein provided,	STATE OF TEXAS HUSBAND AND WIFE ACKNOWLEDGMENT
shall be treated for all purposes, except the paym	nent of royalties on production from the pooled unit, as it the satisfied on production of c	oil and eas, or either of them,	COUNTY OF BRAZOS Richard
from the pooled unit, there shall be allocated to separate tracts within the unit) a pro rata portion	on of the oil and gas, or either of them, produced from the pooled unit after deducting the	hat used for operations on the	Before me, the undersigned authorized on this day personally appeared
pooled unit. Such allocation shall be on an acrea; each separate tract within the unit if this lease cov	ge basis—that is to say, there shall be allocated to the act age of the oil and gas, or either of the	em, produced from the pooled	and husband and wife, known to me to be the persons whose names are subscribed to the forgoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.
unit which the number of surface acres covered be cluded in the pooled unit. Royalties hereunder sh	by this lease (or in each such separate tract) and included in the pool and gas, or either of hall be computed on the portion of such production, whether it be oil and gas, or either of	f them, so allocated to the land	Given under my hand and seal of office this day of, 19
from the lease or oil pooled unit which it is prod	ducing and not as production from a gas pooled unit; and production from a gas	not have the effect of changing	My Commission Expires Notary Public in and for County, State of
the ownership of any delay rental or shut-in pro	position royally which they declare shall be implied as sesult merely from the in	sclusion of such senarate tracts	
within this lease but Lessee shall nevertheless he paragraph 4, the words "separate tract" mean a	ween any such separate tracts is intended or shall be implied or result intends from the in- awe the right to pool as provided above with consequent allocation of production as any tract with royalty ownership differing, now or hereafter, either as to parties or amou	unts, from that as to any other	
part of the leased premises.			
If operations for drilling are not commer then terminate as to both parties, unless on or be	nced on said land or on acreage pooled therewith as above provided on or before one yea efore such anniversary date Lessee shall pay or tender (or shall make a bona fide attempt	to pay or tender, as hereinafter	By I the Book Ty of
stated) to Lessor or to the credit of Lessor in			
			2 C Trans
Texas, (which bank and its successors are Lesso	or's agent and shall continue as the depository for all rentals payable hereunder regardle	ess of changes in ownership of	

EXHIBIT "A"

ttached hereto and made a part hereof that certain Oil, Gas and Mineral Lease lated November 16, 1992, by and between Richard as Lessor, and Union Pacific Resources Company as

- 2. Notwithstanding anything to contrary contained herein, in reference to oyalties payable under paragraph three (3) thereof, in each instance where the words, "one-eighth" appear in such paragraph, the words, "one-eighth" shall be omitted and the words, "one-sixth" shall be substituted therefor.
- .3. Notwithstanding anything to the contrary contained herein, drilling perations or production from a pooled unit or units established under the provisions hereof embracing land covered hereby and other lands shall maintain this lease in force only as to such land included in such unit or units. This lease may be maintained in force as to the remainder of the lands covered mereby in any manner otherwise provided for, provided that if it be by rental payments, rental shall be payable only on the number of acres not included in such unit or units.
- It is further agreed and understood that this lease covers oil, gas and sulphur only, (including, with all oil and gas, all constituent elements thereof and all other liquid or liquifiable hydrocarbons and products of every tind and character derived therefrom and produced therewith), and all minerals other than oil, gas and sulphur are excepted herefrom and reserved to lessor. Including among the minerals reserved to Lessor and excluded from this lease are coal, lignite and uranium.

SIGNED FOR IDENTIFICATION:

Oil, Gas

and Mineral Lease

of oil, gas or other mineral on said land or on acreage pooled therewith. Lessee should drill a dry hole or holes thereon, or

RICHARD	
KLOHKO	