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AMENDMENT TO OIL AND GAS LEASE

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF MONTGOMERY §

WHEREAS, a certain Oil and Gas Lease dated January 1, 1998 (the "Lease"), was executed by and between the undersigned, BANK OF AMERICA, N.A. (formerly NationsBank of Texas, N.A.), TRUSTEE UNDER DEED DATED JANUARY 1, 1984, BY GEORGE SEALY, ET AL, as Lessor, whose address is Trust Department, Oil & Gas, P.O. Box 830308, Dallas, Texas 75284-0738, and F.I.G. ENERGY, INC., as Lessee, whose address is P.O. Box 626, Enid, Oklahoma 73702, a Memorandum of Oil and Gas Lease dated January 1, 1998, for which lease is recorded in File #9827052, Film Code #371-00-0609 of the Official Records of Montgomery County, Texas, and which Lease covers 600 acres of land, more or less, out of the Jonathan Pitts Survey, A-28, Montgomery County, Texas, as more fully described in the Lease; and,

WHEREAS, Lessor and Lessee desire to delete certain lands from the description of the lands covered by the Lease and to add certain other lands to the description of the lands covered by the Lease, and to make other changes and additions to the terms and provisions of the Lease, all as more fully set out below;

NOW, THEREFORE, for and in consideration of the premises and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby amend the Lease as follows:

- 1. The current description of the lands subject to the Lease as set out in Paragraph 1. of the Lease is hereby deleted, and the following description is substituted in its place:

"A 600-acre tract of land out of the Jonathan Pitts Survey, A-28, Montgomery County, Texas, being the area outlined on the plat attached hereto as Exhibit "A" and made a part hereof for all purposes, subject to the following guidelines and qualifications:

Line A-B represents the southwest line of the said Jno. Pitts Survey.

Lines B-C, C-D, D-E, E-F, F-G and G-H represent lines drawn from identifiable boundary points shown on the plat, or projections from such points, in the Northridge Subdivision and other parts of the said Jno. Pitts Survey; and

Line A-H represents a line which will move to the northwest or southeast, based on the hereinafter described survey to be provided by Lessee, to the extent necessary to cause the said land leased hereunder to encompass 600 acres;

from the surface down to but not below the correlative equivalent of that certain sand the base of which was encountered at a depth of 11,473 feet in the Moran Corp. No. 2A Hutchings-Sealy Well as shown on run no. 3 of the Schlumberger electrical log of such well dated December 2, 1951, the identifying headnote to which is attached hereto as Exhibit "B" and made a part hereof for all purposes."

- 2. The Exhibit "A" attached hereto shall be substituted for and shall replace the Exhibit "A" currently attached to the Lease.
- 3. The phrase "two hundred (200) feet" in the last sentence of Paragraph 10. is hereby deleted and the phrase "one hundred (100) feet" is substituted therefor.

4. The following paragraphs are hereby added to Paragraph 13 after the second paragraph:

“Notwithstanding anything above to the contrary, the acreage allocated to each well pursuant to the provisions of this Paragraph 13 may also include, in addition to the lands specified above for each well, lease lands on which are located any roads, pipelines or any easements and rights-of-way used or usable by Lessee for ingress and egress to each such well and to enable Lessee to develop and operate each such well, regardless of whether such additional lands are contiguous to the other lands allocated to such well as provided above, and regardless of whether the addition of such lands to the lands allocated to such well as described above result in the acreage configuration for such well provided for above. The same additional lease lands allocated to one well pursuant to this paragraph may also be allocated to other wells. For purposes of determining the size, extent and location of the lease lands for any road, pipeline or other easement or right-of-way to be added to a well tract pursuant to this paragraph, Lessee shall designate such lands in its discretion, but not to exceed in any event a strip of land thirty (30) feet in width encompassing any such road, pipeline or other easement or right-of-way.

“In the event road, pipeline, easement or right-of-way lands are added to lands allocable to well tracts pursuant to the above provisions of this lease, and such road, pipeline, easement or right-of-way lands are not entirely within the boundaries of the well tracts to which they have been added, and this lease thereafter terminates or is released as to all other lease lands contiguous to any such road, pipeline, easement or right-of-way lands located outside well tracts to which they have been added, then in such event, notwithstanding anything in this lease to the contrary, this Lease insofar as it covers such outside road, pipeline, easement or right-of-way lands shall be limited to depths from the surface down to 1,000 feet beneath the surface.

“The above provisions will apply to pooled units created pursuant to Paragraph 14 of this Lease in the same manner as applicable to tracts allocated to wells pursuant to this Paragraph 13.”

5. The following paragraphs are hereby added to the Lease:

“14.1 Notwithstanding the termination or release of this lease to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right to ingress and egress from the lands still subject to this lease for all purposes described in Paragraph 1 hereof, together with easements and rights-of-way for roads, pipelines and other facilities on, over and across all the lands described in Paragraph 1 hereof, for access to and from the lands still subject to this lease and for the gathering or transportation of oil, gas and other minerals produced from the retained lands. Lessor shall have the right to use Lessee’s easements and rights-of-way provided that Lessor’s usage does not interfere with that of Lessee.

“14.2 Lessor also grants to Lessee, to the extent it has the authority to do so, an easement and right-of-way using Lessee’s roads and pipelines on the lease premises for ingress and egress to and in conjunction with Lessee’s operations and production, if any, on lands other than the lease premises in which Lessor owns an interest, and from wells other than wells on the lease premises, in which Lessor owns an interest. These easements and rights-of-way pertaining to other lands and wells in which Lessor owns an interest shall remain in force and effect for so long as this Lease remains in force and effect as to any lands covered by this Lease, excluding any road, pipeline, easement or right-of-way lands located outside of well tracts or pooled units to which they have been added pursuant to Paragraphs 13 and 14 of this Lease.”

The Lease as hereby amended is hereby adopted, ratified, and confirmed by Lessor and Lessee, and acknowledged by each as being valid, subsisting and in full force and effect, and Lessor does hereby grant, lease and let unto Lessee, its successors and assigns, the lands described above in this instrument, upon the terms and conditions set out in the Lease as

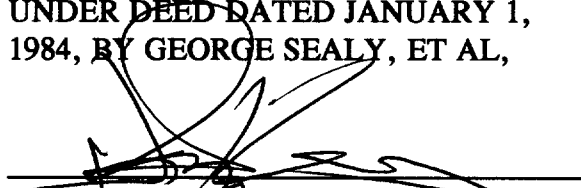
hereby amended. Lessee hereby releases and surrenders the Lease to Lessor insofar as it covers lands other than those described above in this instrument, the lease lands surrendered being those lands covered by the Lease prior to this instrument and no longer covered by the Lease after giving affect to this instrument.

The terms and provisions of this Amendment and Ratification shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, this instrument is executed by each party on the date shown in the acknowledgement for its signature, but it shall be effective as of March 15, 2000.

LESSOR:

BANK OF AMERICA, N.A., TRUSTEE UNDER DEED DATED JANUARY 1, 1984, BY GEORGE SEALY, ET AL,


By: **H. GREG HOLCOMB**

Title: **SR. VICE PRESIDENT**

LESSEE:

F.I.G. ENERGY, INC.

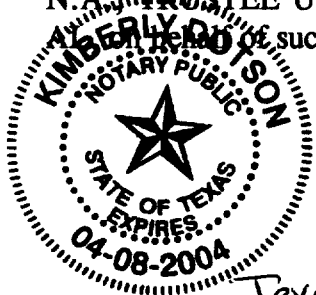

By: John V. Marlatt, President

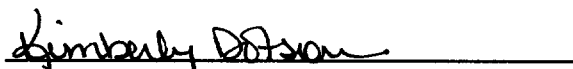
RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 21st day of April, 2000, by H. Greg Holcomb, Senior Vice President of BANK OF AMERICA, N.A., TRUSTEE UNDER DEED DATED JANUARY 1, 1984, BY GEORGE SEALY, ET AL, Notary Public of such Trustee under such Deed.




Notary Public in and for State of Texas

Texas
STATE OF ~~OKLAHOMA~~ §
 §
 Dallas §
COUNTY OF ~~GARFIELD~~ §

This instrument was acknowledged before me on this 8th day of May, 2000, by John V. Marlatt, President of F.I.G. ENERGY, INC., an Oklahoma corporation, on behalf of said corporation.



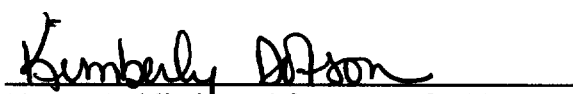
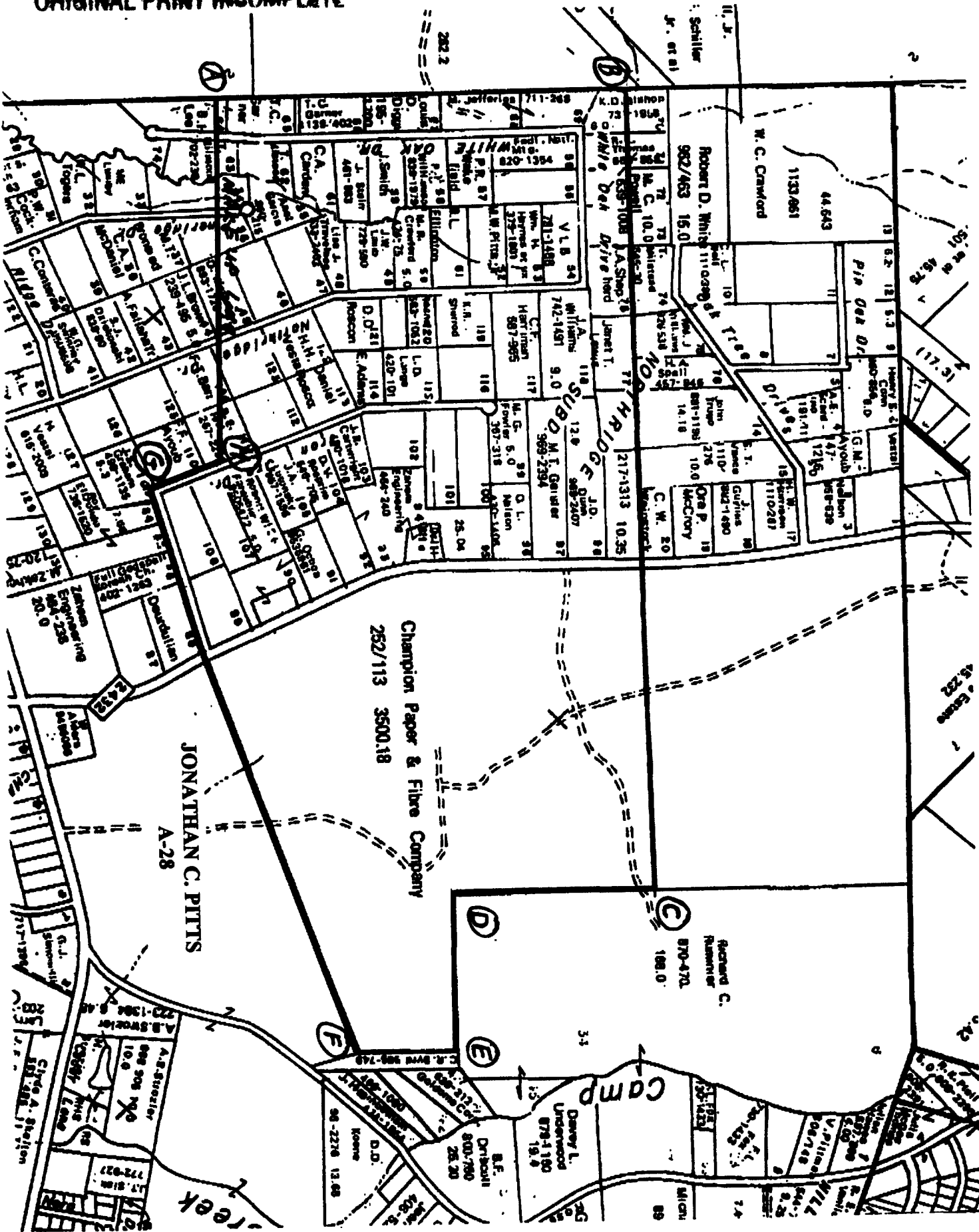

Notary Public in and for State of Oklahoma

EXHIBIT "A"

ORIGINAL PRINT INCOMPLETE



703-00-1758

FILED FOR RECORD

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MARK TURNBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS


DEPUTY

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in
file Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the official Public Records of Real Property of
Montgomery County Texas

MAY - 8 2000



Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS