

CURRENT STATUS OF OWNERSHIP IN N/2 OF SECTION 25

PARTY	N/2 UNIT PERCENT INTEREST	CURR ENT STATUS
M.W. Oil Investments	.28406	Leased to TMBR/SHARP
Ronald C. Agel	.14063	Leased to TMBR/SHARP
Bud & Mary Flocchini	.14063	Leased to TMBR/SHARP
Richard L. Vandenburg	.07031	Leased to TMBR/SHARP
Citadel Oil and Gas, Corp.	.07031	Leased to TMBR/SHARP
Louis Oswald III, Ind. & as Trustee	.09844	Leased to TMBR/SHARP
Lynne & Mark Baalman	.01406	Leased to TMBR/SHARP
Chris Eckels, as Trustee	.07031	Leased to TMBR/SHARP
Wyotex Oil Co.	.32534	Leased to TMBR/SHARP
William & Susan Heiss, as Trustees	.07031	Leased to TMBR/SHARP
Jonathan & Carroll Roderick	.02813	Leased to TMBR/SHARP
Robert M. Edsel	.15625	Participate
R.N. & Jacqueline Williams	.44644	Leased to Douglas
Harle, Inc.	.07813	Participate
Yates Petroleum Corp.	.07813	Participate
James D. Huff		Notice
Branex Resources, Inc.	.70313	Participate
Mark & Bonnie Caldwell	.11159	Leased to Douglas ¹
George O'Brien	.11159	Leased to Douglas
Mary Frances Antweil	.11159	Leased to Douglas
Christa Leavell, Ind. & as Trustee	.09375	Leased to Douglas
Robert Bullock, as Trustee	.89284	Leased to Douglas
Virginia Bernhardt	.15625	unknown

¹ Leased to Douglas on January 28, 2002 a copy of said lease is attached hereto as Exhibit "A".

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OIL & GAS LEASE

THIS AGREEMENT made this 28th day of January, 2002, between Mark Caldwell and Bonnie Caldwell, as Joint Tenants whose address is 3528 Sheel, Midland, Texas 79707 herein called Lessor (whether one or more) and Dale Douglas, whose address is P.O. Box 10167, Midland, Texas 79702, herein called Lessee:

1. Lessor, in consideration of TEN AND OTHER DOLLARS in hand paid, receipt of which is hereby acknowledged, and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, and operating for and producing oil and gas, injecting gas, waters, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, roadways, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals, the following described land in Lea County, New Mexico, to-wit:

TOWNSHIP 16 SOUTH, RANGE 36 EAST, NMPH
Section 25; E/2NE/4
Lea County, New Mexico

Said land is estimated to comprise 80.00 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of two (2) years from this date (called "primary term") and as long thereafter as oil or gas is produced from said land or from land with which said land is pooled.

3. The royalties to be paid by Lessee are: a) on oil, and other liquid hydrocarbons saved at the well, one-fourth (1/4) of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected; b) on gas, including casinghead gas or other gaseous substance produced from said land and used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-fourth (1/4) of the gas used, provided that on gas sold on or off the premises, the royalties shall be one-fourth (1/4) of the amount realized from such sale; c) and at any time when this lease is not validated by other provisions hereof and there is a gas and/or condensate well on said land, or land pooled therewith, but gas or condensate is not being sold or used and such well is shut-in, either before or after production therefrom, then on or before 90 days after said well is shut-in, and thereafter at annual intervals, Lessee may pay or tender an advance shut-in royalty equal to \$1.00 per net acre of Lessor's gas acreage then held under this lease by the party making such payment or tender, and so long as shut-in royalty is paid or tendered, this lease shall not terminate and it shall be considered under all clauses hereof that gas is being produced from the leased premises in paying quantities. Each such payment shall be paid or tendered to the party or parties who at the time of such payment would be entitled to receive the royalties which would be paid under this lease if the well were in fact producing. The payment or tender of royalties and shut-in royalties may be made by check or draft. Any timely payment or tender of shut-in royalty which is made in a bona fide attempt to make proper payment, but which is erroneous in whole or in part as to parties or amounts, shall nevertheless be sufficient to prevent termination of this lease in the same manner as though a proper payment had been made if Lessee shall correct such error within thirty (30) days after Lessee has received written notice thereof by certified mail from the party or parties entitled to receive payment together with such written instruments (or certified copies thereof) as are necessary to enable Lessee to make proper payment. The amount realized from the sale of gas on or off the premises shall be the price established by the gas sales contract entered into in good faith by Lessee and gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event Lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, Lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

4. This is a paid-up lease and Lessee shall not be obligated during the primary term hereof to commence or continue any operations of whatsoever character or to make any payments hereunder in order to maintain this lease in force during the primary term; however, this provision is not intended to relieve Lessee of the obligation to pay royalties on actual production pursuant to the provisions of Paragraph 3 hereof.

5. Lessee is hereby granted the right and power, from time to time, to pool or combine this lease, the land covered by it or any part or portion thereof with any other land, leases, mineral estates or parts thereof for the production of oil or gas. Units pooled hereunder shall not exceed the standard proration unit fixed by law or by the Oil Conservation Division of the Energy and Minerals Department of the State of New Mexico or by any other lawful authority for the pool or area in which said land is situated, plus a tolerance of ten percent. Lessee shall file written unit designations in the county in which the premises are located and such units may be designated from time to time and either before or after the completion of wells. Drilling operations on or production from any part, or any such unit shall be considered for all purposes, except the payment of royalties, as operations conducted upon or production from the land described in this lease. There shall be allocated to the land covered by this lease included in any such unit that portion of the total production of pooled minerals from wells in the unit, after deducting any used in lease or unit operations, which the net oil or gas acreage in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be entire production of pooled minerals from the portion of said land covered hereby and included in said unit in the same manner as though produced from said land under the terms of this lease. Any pooled unit designated by Lessee, as provided herein, may be dissolved by Lessee by recording an appropriate instrument in the County where the land is situated at any time after the completion of a dry hole or the cessation of production on said unit.

6. If at the expiration of the primary term there is no well upon said land capable of producing oil or gas, but Lessee has commenced operations for drilling or reworking thereon, this lease shall remain in force so long as operations are prosecuted with no cessation of more than 60 consecutive days, whether such operations be on the same well or on a different or additional well or wells, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land. If, after the expiration of the primary term, all wells upon said land should become incapable of producing for any cause, this lease shall not terminate if Lessee commences operations for additional drilling or for re-working within 60 days thereafter. If any drilling, additional drilling, or re-working operations hereunder result in production, then this lease shall remain in full force so long thereafter as oil or gas is produced hereunder.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder, and the royalty shall be computed after deducting any so used. 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 pipelines on cultivated lands below ordinary plow depth, and no well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without Lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

8. The right of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, executors, administrators, successors and assigns; but no change in the ownership of the land or in the ownership of, or rights to receive, royalties or shut-in royalties, however accomplished shall operate to enlarge the obligations or diminish the rights of Lessee; and no such change or division shall be binding upon Lessee for any purpose until 30 days after Lessee has been furnished by certified mail at Lessee's principal place of business with acceptable instruments or certified copies thereof constituting the chain of title from the original Lessor. If any such change in ownership occurs through the death of the owner, Lessee may, at its option, pay or tender royalties or shut-in royalties in the name of the deceased or to his estate or to his heirs, executor or administrator until such time as Lessee has been furnished with evidence satisfactory to Lessee as to the persons entitled to such sums. An

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assignment of this lease in whole or in part shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder and, if Lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of royalty or shut-in royalty due from such Lessee or assignee or fail to comply with any of the provisions of this lease, such default shall not affect this lease insofar as it covers a part of said lands upon which Lessee or any assignee thereof shall properly comply or make such payments.


9. Should Lessee be prevented from complying with any express or implied covenant of this lease, or from conducting drilling or reworking operations hereunder, or from producing oil or gas hereunder by reason of scarcity or inability to obtain or use equipment or material, or by operation of force majeure, or by any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's duty shall be suspended, and Lessee shall not be liable 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 or from producing oil or gas hereunder; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Lessor hereby warrants and agrees to defend the title to said land by through and under Lessor, but not otherwise and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, and in the event Lessee does so it shall be subrogated to such lien with the right to enforce same and to apply royalties and shut-in royalties payable hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty, if the 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 the Lessor's interest is herein specified or not) then the royalties, shut-in royalty, and other payments, if any, 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. Lessee, its or his successors, heirs and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or his heirs, successors, and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, expressed or implied, of this agreement as to acreage so surrendered, and thereafter the shut-in royalty payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

12. Notwithstanding any provision contained herein, upon the expiration of the primary term hereof, this lease shall terminate as to all lands covered hereby not included in or otherwise allocated to a "well unit" as hereinafter defined and, unless Lessee is producing oil, gas, or other hydrocarbons from any well on the leased premises or is drilling upon said lands across the expiration of the primary term as provided for in the body of the lease, and does not allow more than 120 days to elapse between the completion or abandonment of one well on such land and the commencement of another well thereon until the leased premises have been fully developed as hereinafter defined. Operations for drilling of the first such development well must be commenced (a) within 120 days after the expiration of the primary term if production is established under this lease prior to the expiration of the primary term, or (b) within 120 days of completion of the well which is being drilled, tested, or completed across the expiration of the primary term. Should Lessee fail to timely commence a well in accordance with the aforesaid 120 days continuous drilling or development program prior to the point in time the leased premises have been fully developed then this lease shall terminate as to all lands not included in or otherwise allocated to a well unit. For the purpose hereof, the term "well unit" shall mean the proration or spacing unit created for a well capable of producing oil and/or gas or other hydrocarbons in paying quantities as in accordance with the applicable rules and regulations of the New Mexico Oil and Gas Commission or other governmental authority having jurisdiction, and the term "fully developed" shall mean the point in time when the entirety of the leased premises has been included in a well unit or units as defined. At the end of the continuous drilling program, if any, this lease will automatically terminate as to all lands covered hereby which have not been so fully developed, and as to lands so fully developed shall terminate as to all depths lying more than 100 feet below the deepest producing interval in any well.

Executed the day and year first written above.


Mark Caldwell, as Joint Tenant

SOCIAL SECURITY NO.: 440-40-4969


Bonnie Caldwell, as Joint Tenant

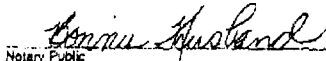
SOCIAL SECURITY NO.: 446-40-8469

ACKNOWLEDGMENT

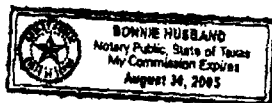
STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on this 1st day of Feb, 2002, by Mark Caldwell and Bonnie Caldwell, as Joint Tenants.


Notary Public

My commission expires: 8-30-2005



STATE OF NEW MEXICO
COUNTY OF LEA
FILED

FEB 4 2002

at 118 o'clock P M
and recorded in Book _____
Page _____
Midland Register, Lea County Clerk
By RR Deputy

BOOK 1128 PAGE 458



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