

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: 1) YOUR SOCIAL SECURITY NUMBER OR 2) YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

Accepted for Filing in:
Robertson County
On: Jun 26, 2007 at 01:03P
By: Traci Smith

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ROBERTSON

That **Erwin U. Reagan and wife, Jewell Yvonne Reagan** as Lessor, (herein referred to as "Lessor") whose address is 617 North Commerce, Marquez, TX 77865, and **XTO ENERGY INC.**, whose address is 810 Houston Street, Fort Worth, Texas 76102 (hereinafter referred to as "Lessee"), hereby acknowledge and give notice that Lessor has executed and delivered to Lessee an Oil, Gas and Mineral Lease dated April 19, 2007 (hereinafter referred to as the "Lease"). Said lease is subject to and covered hereby, by a prior oil and gas lease (the "Prior Lease") dated July 26, 2004, from Erwin U. Reagan, to XTO Energy Inc., as recorded in Volume 875, Page 698, of the Official Public Records of Robertson County, Texas, the primary term of which has not yet expired. The parties agree that the primary term of this Lease shall commence and the estate created hereby shall vest when the Prior Lease terminates, as evidenced by (i) a Release of the Prior Lease executed by the then record owner(s), or (ii) an Affidavit by Lessor reciting all facts necessary to confirm the termination of the Prior Lease, either of which is recorded in Robertson County, Texas. If the primary term of this Lease has not commenced and the estate created hereby has not vested within twenty (20) years from the date of this Lease, then this Lease shall automatically terminate. Lessor represents warrants and covenants that Lessor has not and will not enter into any extension, modification, ratification, revivor, renewal, amendment or agreement to extend the term of the Prior Lease. Further, Lessor will require the lessee under the Prior Lease to meet all express and implied obligations and requirements under the Prior Lease. Under the terms of said Lease, Lessor has granted, leased and let exclusively unto Lessee and Lessee's successors and assigns (subject to each and all of the terms and provisions thereof), for the sole and only purpose of investigating, exploring, prospecting, drilling and operating for, developing and producing oil and gas (for the purposes thereof, references to "oil and gas" includes oil, gas, casinghead gas and the by-products thereof, and such other hydrocarbon substances, carbon dioxide, helium, sulphur and other minerals as produced in association with, incidental to and as a part of the production of oil or gas, herein "Associated Minerals"), on the land situated in Robertson County, Texas, described to wit:

39.5090 Acres, more or less, all in the Maria de la Concepcion Marquez Eleven League Grant, A-25, Robertson County, Texas, and being the same lands described as Two (2) Tracts of land as follows, to-wit:

TRACT ONE:

33.10 Acres, more or less, in the Maria de la Concepcion Marquez Eleven League Grant, A-25, Robertson County, Texas, and being the same land described in a Deed from Beverly Ann Reagan to Erwin U. Reagan, dated September 26, 1980, and recorded in Volume 361, Page 64 of the Public Records of Robertson County, Texas.

TRACT TWO:

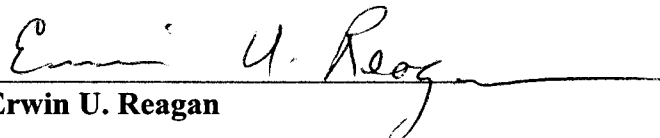
6.509 Acres, more or less, in the Maria de la Concepcion Marquez Eleven League Grant, A-25, Robertson County, Texas, and being the same land described in a Warranty Deed from Doyle Reagan and wife, Francis Reagan to Erwin U. Reagan, dated February 04, 1983, and recorded in Volume 406, Page 184 of the Public Records of Robertson County, Texas.

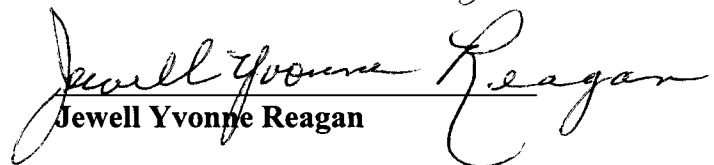
Subject to the other terms and provision thereof, the Lease provides for a primary term of two (2) years from and after the date of said oil, gas and mineral lease, and as long thereafter as oil and/or gas, together with any associated minerals, is produced from the Lease Premises in paying quantities, or as long as the Lease may be continued in force and effect under the other terms and provisions thereof.

Lessor and Lessee hereby refer to the Lease for all of its terms and provisions and incorporate the same herein by reference as fully as if it were copied at length herein. The original executed lease is in the possession of Lessee in their office, whose address is 810 Houston Street, Fort Worth, Texas 76102.



This Memorandum of Oil, Gas and Mineral Lease shall not be deemed to enlarge, restrict or change the rights of any of the parties to the Lease, but is for the purpose of giving record notice of the existence of the Lease in lieu of recording it at length. In the event of any conflict, the terms and provisions contained in the Lease shall control and prevail over the terms and provisions of this Memorandum of Oil, Gas and Mineral Lease.

IN WITNESS WHEREOF, this instrument is executed this 20th day of April, 2007.


Erwin U. Reagan


Jewell Yvonne Reagan

XTO ENERGY INC.

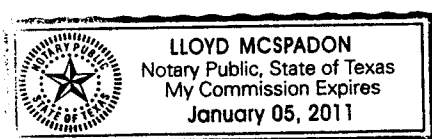
OM
By: 
James L. Death,
Senior Vice President - Land 

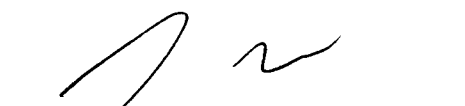
STATE OF TEXAS }

COUNTY OF ROBERTSON }

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This instrument was acknowledged before me on the 20th day of April, 2007, by Erwin U. Reagan.

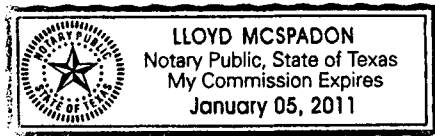


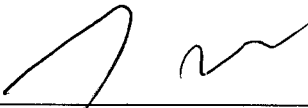

Notary Public, State of Texas

STATE OF TEXAS }

COUNTY OF ROBERTSON}

This instrument was acknowledged before me on the 20th day of April, 2007, by Jewell Yvonne Reagan.





Notary Public, State of Texas

STATE OF TEXAS }

COUNTY OF TARRANT}

This instrument was acknowledged before me on the 19th day of June, 2007, by James L. Death, Senior Vice President-Land of XTO ENERGY INC., on behalf of said corporation.



Notary Public, State of Texas

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