

RECORDING COVER SHEET**FOR CONVEYANCES, PER ORS 205.234**

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON
PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING.
ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE
TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

This Space For County Recording Use Only
as of 1-1-97

AFTER RECORDING RETURN TO

name and address of the person authorized to receive the
instrument after recording, as required by ORS 205.180(4)
and ORS 205.238.

LINDA G. RAINER
S/O THOMPSON & KNIGHT L.L.P.
1700 PACIFIC AVE.
SUITE 3300
DALLAS, TEXAS 75201-4693

1. NAME(S) OF THE TRANSACTION(S), described in the attached instrument and required by ORS 205.234(a).

Note: Transaction as defined by ORS 205.010 "means any action required or permitted by law to be recorded including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property."

CONVEYANCE

2. GRANTOR, as described in ORS 205.160.

THE WISER OIL COMPANY

3. GRANTEE, as described in ORS 205.160.

PRINCE MINERALS, Ltd.
PRINCE MINERALS II, Ltd.

4. TRUE AND ACTUAL CONSIDERATION PAID for instruments conveying or contracting to convey fee title to any real estate and all memoranda of such instruments, reference ORS 93.030.

-0- N/A

5. UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING

ADDRESS for instruments conveying or contracting to convey fee title to any real estate, reference ORS 93.260.

7001 PRESTON ROAD, SUITE 301, DALLAS, TX 75205

CORRECTION CONVEYANCE

The Wiser Oil Company, a Delaware corporation ("**Grantor**"), for Ten Dollars and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto the following parties (herein collectively called "**Grantee**"), each of which is a Texas limited partnership, each of whose address is 7001 Preston Road, Suite 301, Dallas, Texas 75205, the undivided interests set forth opposite their names below:

<u>Grantees</u>	<u>Undivided Interest</u>
Prince Minerals, Ltd.	25%
Prince Minerals II, Ltd.	75%

in and to the following described assets (the "**Assets**") :

(a) The oil, gas, mineral and royalty (including overriding royalty) interests described on **Exhibit A** and all other right, title and interest of Grantor in the lands described or referred to on **Exhibit A**. As used herein, the phrase "oil, gas, mineral and royalty (including overriding royalty) interests" shall include, without limitation, all right, title and interest of Grantor in and to (i) all substances defined as "oil", "gas" and "minerals" under applicable law; and (ii) all other substances that may be classified as metalliferous elements or nonmetalliferous elements, together with all compounds and byproducts thereof; specifically including, but not limited to, oil, gas and other hydrocarbons; carbon dioxide, helium, coalbed methane and other gasses, whether or not produced in association with oil and gas; coal, potassium, peat and lignite, regardless of the method used to mine and remove the same and regardless of the effect of such mining and removal upon the surface estate, including the destruction thereof; uranium, thorium or other fissionable materials; iron ore, bauxite and other metallic ores and metallic minerals, including copper, silver and gold; sulphur, whether in a solid, liquid or gaseous state and regardless whether or not produced in association with oil and gas; sand, gravel, clay, scoria, caliche and limestone, granite or other stone or rock, regardless of the method used to quarry, mine or remove the same; and salt, saltwater and brine; together with all other minerals and mineral substances whatsoever, known and unknown, whether similar or dissimilar to those specifically named herein, in, on and under the lands described or referred to in **Exhibit A** attached hereto, and together with all right, title and interest of Grantor to use all or any portion of the subsurface thereof for the storage of natural gas or other hydrocarbons and the disposal of produced water and/or drilling fluids and all easements, rights-of way and privileges incident to the use, possession and enjoyment of the estates and interests hereby conveyed.

(b) All of Grantor's interest in wells, pooled units or fieldwide units that are attributable to such oil, gas, mineral and royalty (including overriding royalty) interests, without regard to whether such wells or units are described on **Exhibit A**;

(c) Without limitation of the foregoing, and except for Excluded Assets, all other right, title and interest of Grantor, of whatever kind or character, in and to all oil, gas, mineral and royalty (including overriding royalty) interests in, on and under, or that may be produced from, lands located in any state and county within the continental United States other than Kentucky, Tennessee and West Virginia, without regard to whether such oil, gas, mineral and royalty (including overriding royalty) interests, lands, state or county are included in the attached **Exhibit A**;

(d) All revenues, proceeds, refunds, suspended revenues or proceeds, trade credits, accounts receivable, notes receivable or other receivable generated by or allocable to the items listed under (a) and (b) above, regardless of the time period to which they relate and regardless of who receives such revenues, proceeds or refunds, except for Excluded Assets; and

(e) All of the files, maps, records, information and data, whether written or electronically stored, relating to the items described in subsections (a), (b) and (c) above in the possession of Grantor, or to which Grantor has reasonable access in original form ("Records"), including, without limitation, title records (including abstracts of title, title opinions, certificates of title and title curative documents), contracts, correspondence, microfiche lists, geological data and information, production records, electric logs, core data, pressure data and decline curves, graphical production curves, seismic and all related matters which Grantor has the unencumbered right to transfer.

EXPRESSLY EXCLUDED from the description of the Assets are all of Grantor's right, title and interest in and to the following (the "**Excluded Assets**"):

- (i) all corporate, financial and tax records of Grantor; however, Grantee shall be entitled to receive copies of any such Records which are reasonably requested by Grantee;
- (ii) claims of Grantor for refund with respect to production, severance, ad valorem or other taxes attributable to any period prior to January 1, 1999, or income or franchise taxes;
- (iii) all revenue from oil and gas produced after January 1, 1999, and actually received by Grantor on or before March 31, 1999;
- (iv) the revenue from oil and gas produced before January 1, 1999, if the check or other remittance covering such production is in an amount equal to or greater than \$1000 and such check or remittance is received by Grantor, Grantee or any representative (including a secured creditor) of either of them before April 1, 2000;
- (v) the properties identified on **Exhibit B** attached hereto;

- (vi) the suspended revenues and other revenues identified on **Exhibit C** attached hereto, regardless of when received or whether initially remitted to Grantee or Grantor; and
- (vii) all working interests or other cost-bearing interests (and the revenue interests and economic benefits corresponding thereto) in oil, gas and mineral leases covering any tract of land located in any state or county within the continental United States without regard to whether such tracts of land, states or counties are described or referred to in **Exhibit A**, but not including any non-cost-bearing interest which is convertible into a working interest.

TO HAVE AND TO HOLD the Assets unto Grantee, its successors and assigns, forever.

THIS CORRECTION CONVEYANCE IS MADE WITHOUT REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO TITLE, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE ASSETS, QUALITY, VALUE, FITNESS FOR PURPOSE, MERCHANTABILITY, OR OTHERWISE. Notwithstanding anything to the contrary, (i) the doctrines of after acquired title and estoppel by deed (as said doctrines are recognized and applied in Texas) shall apply to this Correction Conveyance and Grantor shall be estopped from asserting against the Grantee any title to the Assets, and (ii) this Correction Conveyance is made with full substitution and subrogation of the Grantee and all persons claiming by, through and under the Grantee, in and to all covenants and warranties by the Grantor's predecessors in the title and with full subrogation of all rights accruing under the statutes of limitation or prescriptions under the laws of the various states in which the Assets are located.

This Correction Conveyance is made subject to that certain Purchase and Sale Agreement between Grantor and Grantee dated April 14, 1999. Such Agreement contains certain representations, warranties and agreements between the parties, some of which may survive the delivery of this Correction Conveyance, as more particular provided for therein, but third parties may conclusively rely on this Correction Conveyance to vest title to the Assets in Grantee.

Grantor agrees to execute and deliver to Grantee, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign the Assets to Grantee.

This Correction Conveyance may be executed in several counterparts, all of which are identical, except that, (a) to facilitate recordation, certain counterparts hereof may include only that portion of the foregoing referenced Exhibits which contain descriptions of the properties located in (or otherwise subject to the recording or filing requirements and/or protections of the recording or filing acts or regulations of) the recording jurisdiction in which the particular counterpart is to be recorded, and other portions of **Exhibit A** shall be included in such counterparts by reference only, (b) the execution of this Correction Conveyance by Grantor and Grantee may not be witnessed on those counterparts hereof containing descriptions of Assets

located in states where witnesses are not required and/or encouraged by applicable law, and (c) the execution of this Correction Conveyance by Grantor and Grantee may not be attested on those counterparts hereof containing descriptions of Assets located in states where attestation is not required and/or encouraged by applicable law. All of such counterparts together shall constitute one and the same instrument. Complete copies of this Correction Conveyance containing all the Exhibits referenced herein and having been witnessed and attested by the parties have been retained by Grantor and Grantee.

This Correction Conveyance is given in lieu of and in substitution of those certain conveyances (the "Prior Conveyances") from Grantor to Grantee from and after April 16, 1999 until the date hereof (including without limitation, those certain conveyances described on **Exhibit D** attached hereto and made a part hereof and recorded as set forth on **Exhibit D** hereto), for the primary purpose of clarifying that the definition of the Assets includes any interest of Grantor in and to any and all mineral substances whatsoever, including, without limitation, those specifically listed above in subsection (a) of the description of the Assets. Additionally, a certain property located in Terry County, Texas, known as the Wellman Unit (such unit being more particularly described on Exhibit B hereto and is herein called the "Wellman Unit"), was inadvertently left off of Exhibit B to that certain Conveyance (the "Original Conveyance") dated April 16, 1999, recorded as set forth on Exhibit D hereto. The Original Conveyance was not recorded in Terry County, Texas, but contained language broad enough that it may have conveyed the Wellman Unit. The parties, however, did not intend to convey such unit. A conveyance dated November 4, 1999, very similar in form to the Original Conveyance and more particularly described on Exhibit D hereto and recorded as set forth on Exhibit D hereto, was subsequently recorded in Terry County, Texas containing a description of the Wellman Unit on Exhibit B. However, this conveyance does not expressly correct the Original Conveyance. Therefore, to the extent necessary to correct the omission of such description and to confirm title to the Wellman Unit in the Grantor, Exhibit B to the Original Conveyance is hereby amended to add the description of the Wellman Unit to such Exhibit B, and Grantee does hereby grant and quitclaim unto the Grantor, without warranty of title, and without any other warranty whatsoever, all of Grantee's right, title and interest, if any, in and to the Wellman Unit. Further, some properties were inadvertently left off of Exhibit A to the Prior Conveyances. These properties have been added to Exhibit A attached hereto and are intended to be conveyed hereby.

IN WITNESS WHEREOF, this Correction Conveyance has been executed by Grantor and Grantee on the date of the parties' respective acknowledgments below, to be effective, with respect to each of the properties, as of the effective date of the particular Prior Conveyance which originally conveyed that particular property. In the event a conflict exists as to the effective date, it shall be deemed to be the earliest effective date. If a particular property has not previously been conveyed or if its effective date cannot be determined, then the effective date shall be as of April 16, 1999. Notwithstanding the foregoing, neither the execution of this Correction Conveyance nor the effective date hereof, is intended by the parties to modify, amend or otherwise diminish the rights to, and allocations between the parties of, revenues, proceeds, refunds, credits, receivables, etc. as described in the definition of Assets and as set forth in the Prior Conveyances.

Witnesses:

Name: _____

Name: _____

CORPORATE SEAL

THE WISER OIL COMPANY

By: W. B. Phillips

W. B. Phillips
Attorney-in-Fact

Attest: _____

Name: _____

Title: _____

Witnesses:

Name: _____

Name: _____

CORPORATE SEAL

PRINCE MINERALS, LTD.

PRINCE MINERALS II, LTD.

By: Castleton Management, Inc.
General Partner

By: Robert E. W. Sinclair

Robert E. W. Sinclair
President

Attest: _____

Name: _____

Title: _____

Recorder Note: This Correction Conveyance may be executed in counterparts, all of which are identical, except the execution of this instrument by Grantor and Grantee may not be witnessed, attested and/or imprinted with the corporate seal on those counterparts hereof which contain descriptions of properties on Exhibit A located in states where witnesses, attestation and/or corporate seals, as the case may be, are not required and/or encouraged by applicable law. Complete copies of this Correction Conveyance, being fully executed, witnessed, attested and sealed by Grantor and Grantee have been retained by Grantor and Grantee.

GRANTOR ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF DALLAS

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§

BE IT REMEMBERED THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for the State of Texas, being authorized in such state to take acknowledgments, hereby certify that, on this December 11, 2000, there personally appeared before me W. B. Phillips, as Attorney-in-Fact of The Wiser Oil Company, a Delaware corporation, known to me to be such attorney-in-fact, such corporation, being a party to the foregoing instrument.

ALABAMA

I, the undersigned, a notary public in and for said County in said State, hereby certify that W. B. Phillips, whose name as Attorney-in-Fact of The Wiser Oil Company, a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such attorney-in-fact and with full authority, executed the same voluntarily for and as the act of said corporation and on behalf of such corporation

LOUISIANA

On this date before me, the undersigned authority, personally came and appeared W. B. Phillips, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document as the Attorney-in-Fact of The Wiser Oil Company, a Delaware corporation, who signed said document before me in the presence of the two witnesses, whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed on behalf of such corporation, by authority of the board of directors of the corporation, and as the free act and deed of such corporation and for the uses and purposes therein set forth and apparent.

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the said state, on this day, within my jurisdiction, W. B. Phillips, Attorney-in-Fact of The Wiser Oil Company, a Delaware corporation, and acknowledged that, for and on behalf of the said corporation, and as the act and deed of such corporation, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

FLORIDA

The foregoing instrument was acknowledged before me on this date by W. B. Phillips, as Attorney-in-Fact of The Wiser Oil Company, a Delaware corporation, on behalf of such corporation. He is personally known to me or has produced a valid Texas Drivers License as identification.

GEORGIA

I, the undersigned, a Notary Public residing in the County and State aforesaid, do certify that W. B. Phillips, as Attorney-in-Fact of The Wiser Oil Company, a Delaware corporation, on behalf of such corporation, who is personally to me known, this day appeared before me personally and did acknowledge that he did sign, seal and deliver the foregoing instrument of his own free will and accord, for the purposes therein named and expressed.

INDIANA

Before me, the undersigned Notary Public, this date, personally appeared The Wiser Oil Company, a Delaware corporation, by W. B. Phillips as Attorney-in-Fact on behalf of such corporation, and acknowledged the execution of the foregoing instrument.

NEW YORK

On this date, before me personally came W. B. Phillips, to me known, who being by me duly sworn, did depose and say that he resides at the address set forth below, that he is the Attorney-in-Fact of The Wiser Oil Company, a Delaware corporation, the corporation described in and which executed the above instrument, and that he, as such attorney-in-fact, executed the foregoing instrument, and signed his name thereto by authority of the board of directors of said corporation.

WASHINGTON

On this date, before me personally came W. B. Phillips, as Attorney-in-Fact of The Wiser Oil Company, a Delaware corporation, the corporation that executed the within and foregoing instrument, on behalf of such corporation, and acknowledged that, for and on behalf of the said corporation, the said instrument to be the free and voluntary act and deed of each, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

SOUTH DAKOTA

On this date, before me, the undersigned notary public, personally appeared W. B. Phillips, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact of The Wiser Oil Company, a Delaware corporation, and acknowledged that he, as such attorney-in-fact, being authorized to do so, executed the foregoing instrument as the act of said corporation, for the purposes therein contained.

IDAHO

On this date, before me, the undersigned notary public, personally appeared W. B. Phillips, as Attorney-in-Fact of The Wiser Oil Company, a Delaware corporation, personally known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as such attorney-in-fact.

ARKANSAS

On this date, before me, the undersigned notary public, personally appeared W. B. Phillips, known to me who acknowledged himself to be the Attorney-in-Fact of The Wiser Oil Company, a Delaware corporation, and that he, as such attorney-in-fact, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, by himself as such attorney-in-fact.

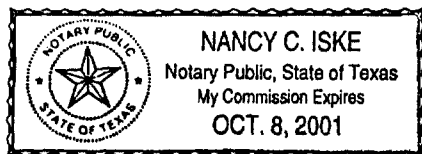
CALIFORNIA

On this date, before me, the undersigned notary public, personally appeared W. B. Phillips, as Attorney-in-Fact of The Wiser Oil Company, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

CO, KS, IL, MI, MN,
MT, NE, ND, NM, NV,
OK, OH, OR, SC, TX,
UT and WYOMING

The foregoing instrument was acknowledged before me by W. B. Phillips, as Attorney-in-Fact of The Wiser Oil Company, a Delaware corporation, on behalf of such corporation, on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Dallas, Dallas County, Texas, on the day and year first above written.



Nancy C. Iske
NOTARY PUBLIC, State of Texas

Printed Name: Nancy C. Iske

[SEAL]

Notes to Notary Public:

1. For purposes of the laws of the State of Washington:

The Notary Public resides at the following address in the City of _____,
 County of _____ and State of Texas: _____

2. For purposes of the laws of the State of New York:

W. B. Phillips resides at the following address in the City of _____,
 County of _____ and State of Texas: _____

This instrument prepared by:

Timothy W. Dowdy
 Thompson & Knight L.L.P.
 1700 Pacific Avenue
 Suite 3300
 Dallas, Texas 75201-4693
 (214) 969-1122

When recorded return to:

Thompson & Knight L.L.P.
 1700 Pacific Avenue
 Suite 3300
 Dallas, Texas 75201-4693
 Attn: Timothy W. Dowdy
 (214) 969-1122

GRANTEE ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

BE IT REMEMBERED THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for the State of Texas, being authorized in such state to take acknowledgments, hereby certify that, on this December 20, 2000, there personally appeared before me Robert E. W. Sinclair, as President of Castleton Management, Inc., a Texas corporation, in its capacity as General Partner of Prince Minerals, Ltd., a Texas limited partnership, and of Prince Minerals II, Ltd., a Texas limited partnership, known to me to be such officer of such corporation, and such limited partnerships being parties to the foregoing instrument.

ALABAMA

I, the undersigned, a notary public in and for said County in said State, hereby certify that Robert E. W. Sinclair, whose name as President of Castleton Management, Inc., a Texas corporation, in its capacity as general partner of Prince Minerals, Ltd., a Texas limited partnership, and of Prince Minerals II, Ltd., a Texas limited partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as general partner of each such limited partnerships and on behalf of each such limited partnerships.

LOUISIANA

On this date before me, the undersigned authority, personally came and appeared Robert E. W. Sinclair, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document as the President of Castleton Management, Inc., a Texas corporation, in its capacity as general partner of Prince Minerals, Ltd., a Texas limited partnership, and of Prince Minerals II, Ltd., a Texas limited partnership, who signed said document before me in the presence of the two witnesses, whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed on behalf of such corporation, in its capacity as general partner of each such limited partnerships, by authority of the board of directors of the corporation and duly authorized by such limited partnerships, and as the free act and deed of such corporation and each such limited partnerships and for the uses and purposes therein set forth and apparent.

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the said state, on this day, within my jurisdiction, Robert E. W. Sinclair, President of Castleton Management, Inc., a Texas corporation, in its capacity as general partner of Prince Minerals, Ltd., a Texas limited partnership, and of Prince Minerals II, Ltd., a Texas limited partnership, and acknowledged that, for and on behalf of the said corporation and for and on behalf of each limited partnership, and as the act and deed of each, he executed the above and foregoing instrument, after first having been duly authorized by said corporation and each such limited partnership so to do.

FLORIDA

The foregoing instrument was acknowledged before me on this date by Robert E. W. Sinclair, as President of Castleton Management, Inc., a Texas corporation, in its capacity as general partner of Prince Minerals, Ltd., a Texas limited partnership, and of Prince Minerals II, Ltd., a Texas limited partnership, on behalf of such corporation in its capacity as general partner of each such limited partnerships, and on behalf of each such limited partnership. He is personally known to me or has produced a valid Texas Drivers License as identification.

GEORGIA

I, the undersigned, a Notary Public residing in the County and State aforesaid, do certify that Robert E. W. Sinclair, as President of Castleton Management, Inc., a Texas corporation, in its capacity as general partner of Prince Minerals, Ltd., a Texas limited partnership, and of Prince Minerals II, Ltd., a Texas limited partnership, on behalf of such corporation in its capacity as general partner of each such limited partnerships and on behalf of each such limited partnerships, who is personally to me known, this day appeared before me personally and did acknowledge that he did sign, seal and deliver the foregoing instrument of his own free will and accord, for the purposes therein named and expressed.

INDIANA

Before me, the undersigned Notary Public, this date, personally appeared Prince Minerals, Ltd., a Texas limited partnership, and Prince Minerals II, Ltd., a Texas limited partnership, by Castleton Management, Inc., a Texas corporation, in its capacity as general partner of such limited partnerships and by Robert E. W. Sinclair, as President of Castleton Management, Inc., on behalf of such corporation in its capacity as general partner of each such limited partnerships, and on behalf of each such limited partnership and acknowledged the execution of the foregoing instrument.

NEW YORK

On this date, before me personally came Robert E. W. Sinclair, to me known, who being by me duly sworn, did depose and say that he resides at the address set forth below that he is the President of Castleton Management, Inc., a Texas corporation, the corporation described in and which executed the above instrument in its capacity as general partner of Prince Minerals, Ltd., a Texas limited partnership, and of Prince Minerals II, Ltd., a Texas limited partnership, and that he, as such officer and in such capacities, executed the foregoing instrument on behalf of each such limited partnerships, and signed his name thereto by authority of the board of directors of said corporations and by duly obtained authority of each such limited partnership.

WASHINGTON

On this date, before me personally came Robert E. W. Sinclair, as President of Castleton Management, Inc., a Texas corporation, the corporation that executed the within and foregoing instrument in its capacity as general partner of Prince Minerals, Ltd., a Texas limited partnership, and of Prince Minerals II, Ltd., a Texas limited partnership, on behalf of such corporation and on behalf of each such limited partnership, and acknowledged that, for and on behalf of the said corporation for and on behalf of each limited partnership, the said instrument to be the free and voluntary act and deed of each, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

SOUTH DAKOTA

On this date, before me, the undersigned notary public, personally appeared Robert E. W. Sinclair, known to me (or satisfactorily proven) to be the person whose name is subscribed as President of Castleton Management, Inc., a Texas corporation, in its capacity as general partner of Prince Minerals, Ltd., a Texas limited partnership, and of Prince Minerals II, Ltd., a Texas limited partnership, and acknowledged that he, as such officer and in such capacity, being authorized to do so, executed the foregoing instrument as the act of said corporation in its capacity as general partner for such limited partnerships, and as the act of each said limited partnerships, for the purposes therein contained.

IDAHO

On this date, before me, the undersigned notary public, personally appeared Robert E. W. Sinclair, as President of Castleton Management, Inc., a Texas corporation, in its capacity as general partner of Prince Minerals, Ltd., a Texas limited partnership, and of Prince Minerals II, Ltd., a Texas limited partnership, personally known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as such officer and in such capacities.

ARKANSAS

On this date, before me, the undersigned notary public, personally appeared Robert E. W. Sinclair, known to me who acknowledged himself to be the President of Castleton Management, Inc., a Texas corporation, in its capacity as general partner of Prince Minerals, Ltd., a Texas limited partnership, and of Prince Minerals II, Ltd., a Texas limited partnership, and that he, as such officer and in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, in its capacity as general partner for and on behalf of each limited partnership, by himself as such officer and in such capacity.

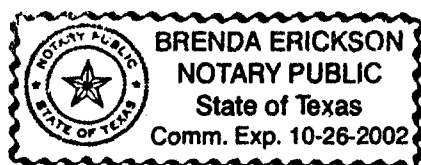
CALIFORNIA

On this date, before me, the undersigned notary public, personally appeared Robert E. W. Sinclair, as President of Castleton Management, Inc., a Texas corporation, in its capacity as general partner of Prince Minerals, Ltd., a Texas limited partnership, and of Prince Minerals II, Ltd., a Texas limited partnership, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

CO, KS, IL, MI, MN,
MT, NE, ND, NM, NV,
OK, OH, OR, SC, TX,
UT and WYOMING

The foregoing instrument was acknowledged before me by Robert E. W. Sinclair, as President of Castleton Management, Inc., a Texas corporation, in its capacity as general partner of Prince Minerals, Ltd., a Texas limited partnership, and of Prince Minerals II, Ltd., a Texas limited partnership, on behalf of such corporation in its capacity as general partner of each such limited partnerships, and on behalf of each such limited partnership, on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Dallas, Dallas County, Texas, on the day and year first above written.



[SEAL]

Brenda Erickson

NOTARY PUBLIC, State of Texas

Printed Name: Brenda Erickson

Notes to Notary Public:

1. For purposes of the laws of the State of Washington:

The Notary Public resides at the following address in the City of _____,
 County of _____ and State of Texas: _____

2. For purposes of the laws of the State of New York:

Robert E. W. Sinclair resides at the following address in the City of _____,
 County of _____ and State of Texas: _____

This instrument prepared by:

Timothy W. Dowdy
 Thompson & Knight L.L.P.
 1700 Pacific Avenue
 Suite 3300
 Dallas, Texas 75201-4693
 (214) 969-1122

When recorded return to:

Thompson & Knight L.L.P.
 1700 Pacific Avenue
 Suite 3300
 Dallas, Texas 75201-4693
 Attn: Timothy W. Dowdy
 (214) 969-1122

EXHIBIT A

Attached to the Correction Conveyance dated December 11, 2000 from
The Wiser Company to Prince Minerals, Ltd. and Prince Minerals II, Ltd.

(Continued on next page)

KLAMATH COUNTY, OREGON

WISER PROPERTY NUMBER	DESCRIPTION
OR-8	S/2 N/2 (Lots 9 to 16 inclusive) of Section 8 and N/2 SW/4 (Lots 19 to 22 inclusive) of Section 15, Township 36 South, Range 11 East

EXHIBIT B

Attached to the Correction Conveyance dated December 11, 2000 from The Wiser Company to Prince Minerals, Ltd. and Prince Minerals II, Ltd.

EXCLUDED PROPERTIES

J. RANDOLPH ROYALTY
G. RANDOLPH ROYALTY
TXL "M" ROYALTY

AS DESCRIBED IN THAT CERTAIN ASSIGNMENT, BILL OF SALE AND CONVEYANCE, FROM M-T PETROLEUM, INC., TO THE WISER OIL COMPANY, DATED EFFECTIVE AS OF JANUARY 1, 1995, RECORDED IN VOLUME 548, PAGE 164, OF THE OFFICIAL PUBLIC RECORDS OF REEVES COUNTY, TEXAS.

FORTUNE UNIT NO. 1

COMPRISED OF ALL OF SECTION 3, BLOCK 57, T-3, T&P RR CO., SURVEY, REEVES COUNTY, TEXAS, AND BEING THE UNIT AREA UNDER THAT CERTAIN UNRECORDED OPERATING AGREEMENT DATED APRIL 2, 1973, BY AND BETWEEN THE SUPERIOR OIL COMPANY, AS OPERATOR AND CHEVRON OIL COMPANY, AS NON-OPERATOR, AND FURTHER DESCRIBED IN THAT CERTAIN QUITCLAIM DEED FROM M-T PETROLEUM, INC., TO THE WISER OIL COMPANY, DATED EFFECTIVE AS OF JULY 1, 1991, RECORDED IN VOLUME 550, PAGE 713 OF THE OFFICIAL PUBLIC RECORDS OF REEVES COUNTY, TEXAS.

MALJAMAR GRAYBURG UNIT

COVERING PORTIONS OF LANDS IN TOWNSHIP 17 SOUTH, RANGE 32 EAST, CONTAINING 3,441.08 ACRES, MORE OR LESS, LEA COUNTY, NEW MEXICO

AS ACQUIRED FROM BETTE TAYLOR AS DESCRIBED IN THAT CERTAIN ASSIGNMENT AND CONVEYANCE FROM BETTE TAYLOR TO THE WISER OIL COMPANY AND QUALITY PRODUCTION CORP., DATED EFFECTIVE AS OF JANUARY 1, 1993.

AS ACQUIRED FROM RUTH TAYLOR WRIGHT AS DESCRIBED IN THAT CERTAIN ASSIGNMENT AND CONVEYANCE FROM RUTH TAYLOR WRIGHT TO THE WISER OIL COMPANY AND QUALITY PRODUCTION CORP., DATED EFFECTIVE AS OF FEBRUARY 1, 1993.

MCQUATTERS NO 1 & 2 a/k/a MCQUATTERS COMMUNITY UNIT

COVERING THE S/2 NE/4, NW/4 OF SECTION 11-21S-36E, LEA COUNTY, NEW MEXICO, AS ACQUIRED BY THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASE AND BILL OF SALE FROM KENNETH N. HEADLEY TO THE WISER OIL COMPANY, DATED EFFECTIVE AS OF APRIL 1, 1987, RECORDED IN BOOK 410, PAGE 209, LEA COUNTY, NEW MEXICO.

**RINEWALT "A" I (DRINKARD)
RINEWALT "B" I & 1 D (BLINEBRY & TUBBS)
RINEWALT 1 "D" (GRAYBURG)**

COVERING THE NW/4 NW/4 SECTION 4-22S-37E, LEA COUNTY, NEW MEXICO, AS ACQUIRED BY THE WISER OIL COMPANY, FORMERLY SOUTHERN PETROLEUM EXPLORATION, 3/16 MI X 1/8 RI .0234375 ROYALTY INTEREST.

PALMYRA AND LOPEÑO PROPERTIES, LECHUZA ENERGY COMPANY

COVERING 544.2 ACRES OF LAND, KNOWN AS TRACT 1, AS ACQUIRED BY THAT CERTAIN MINERAL AND ROYALTY DEED FROM SAN MIGUEL MINERAL COMPANY, AS GRANTOR, TO RESACA ROYALTY PARTNERS AND LECHUZA ENERGY COMPANY, AS GRANTEES, DATED EFFECTIVE AS OF FEBRUARY 1, 1994, RECORDED IN VOLUME 497, PAGE 657, ZAPATA COUNTY, TEXAS.

H. J. MUSGRAVE PROPERTY

AS DESCRIBED IN THAT CERTAIN OIL AND GAS LEASE DATED APRIL 27, 1907, BETWEEN H. J. MUSGRAVE AND MARY S. MUSGRAVE, LESSOR, TO J. E. HUGHES, ET AL., LESSEE, RECORDED IN BOOK 9, PAGE 296, CRAWFORD COUNTY, ILLINOIS.

DOWNES "A", "B" AND "D" PROPERTIES

COVERING THE SW/4 OF SECTION 32-21S-37E, LOT 4, NW/4 NW/4 SECTION 5-22S-37E, LOT 1, NE/4 NE/4 SECTION 6-22S-373, LEA COUNTY, NEW MEXICO, ACQUIRED BY SOUTHERN PETROLEUM EXPLORATION, PREDECESSOR IN TITLE TO THE WISER OIL COMPANY, THE FOLLOWING OCCURRED: ROYALTY INTEREST ACQUIRED FROM DOWNES HEIRS, S. M. GOLYD, BEDFORD & O'ROURKE; 4/27/1928 - M.H. MCGRAIL TO SOUTHERN PETROLEUM EXPLORATION, RECORDED IN BOOK 9, PAGE 39; 9/21/1937 - ANNIE DOWNES TO SOUTHERN PETROLEUM EXPLORATION.

CAPRITO 100 UNIT

SECTION 100, BLOCK F, G&MMB&A SURVEY, WARD COUNTY, TEXAS, ACQUIRED BY MINERAL DEED FROM MOBIL OIL CORPORATION TO THE WISER OIL COMPANY, DATED EFFECTIVE JULY 1, 1993, RECORDED IN BOOK 617, PAGE 273-274 OF THE DEED RECORDS OF WARD COUNTY, TEXAS, AND MINERAL DEED DATED EFFECTIVE JULY 1, 1993, MOBIL OIL CORPORATION TO THE WISER OIL COMPANY, RECORDED IN BOOK 615, PAGE 369 OF THE DEED RECORDS OF WARD COUNTY, TEXAS.

GOLENTERNEK-RUDMAN UNIT

704.00 ACRE UNIT, LOCATED IN REEVES COUNTY, TEXAS, AS ACQUIRED BY THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE, DATED EFFECTIVE JULY 1, 1993 FROM MOBIL FOUNDATION, INC., TO THE WISER OIL COMPANY, RECORDED IN VOLUME 531, PAGE 220, REEVES COUNTY, TEXAS.

WELLMAN UNIT

COVERING PORTIONS OF LANDS IN THE PUBLIC SCHOOL LAND SURVEY, BLOCK C-36, BEING ALL OF SECTION 12, W/2 OF SECTION 21, AND W/2 AND E/2 OF SECTION 22, TERRY COUNTY, TEXAS, AS ACQUIRED BY THAT CERTAIN NON-PARTICIPATING TERM ROYALTY DEED FROM ALTURA ENERGY LTD., AS GRANTOR, TO THE WISER OIL COMPANY, AS GRANTEE, DATED EFFECTIVE AS OF DECEMBER 1, 1997, RECORDED IN VOL. 617 PAGE 524, TERRY COUNTY, TEXAS.

EXHIBIT C

Attached to the Correction Conveyance dated December 11, 2000 from The Wiser Oil Company to Prince Minerals, Ltd. and Prince Minerals II, Ltd.

SUSPENDED REVENUE

WELL NAME	COUNTY, STATE
BALLENTINE UNIT 1-A35	GLADWIN, MICHIGAN
BLUHM LEASE	TOOLE, MONTANA
CAMPBELL, MARY 1-12	GLADWIN, MICHIGAN
CLARK 14-14	BOWMAN, NORTH DAKOTA
FREEBORN-COUGAR 3-8	JIM WELLS, TEXAS
FREEBORN-FLOYD 2-3	JIM WELLS, TEXAS
FREEBORN-LYNX 3-7	JIM WELLS, TEXAS
GRESZ 11-33H	BILLINGS, NORTH DAKOTA
GROUT 1-14	GLADWIN, MICHIGAN
GUELFF #41-35H	DAWSON, MONTANA
HENSHAW DEEP UNIT NO. 1	EDDY, NEW MEXICO
HOWLAND, D.M. #1	RICHLAND, MONTANA
JEFFRESS 3A	HIDALGO, TEXAS
JEFFRESS 3A (S)	HIDALGO, TEXAS
JEFFRESS 3A (C)	HIDALGO, TEXAS
JEFFRESS 3A (SWD)	HIDALGO, TEXAS
LOWE 14-5H	BOWMAN, NORTH DAKOTA
MISSOURI BREAKS UNIT NO. 1	McKENZIE, NORTH DAKOTA
NESS, #1 41-23 (RED RIVER)	DIVIDE, NORTH DAKOTA
NESS, #1 41-23 (DUPEROW)	DIVIDE, NORTH DAKOTA
NORTH BAUM UNIT #2	LEA, NEW MEXICO
REINHART, M.C. #1	POLK, TEXAS
SANDBERG 1-21H	WILLIAMS, NORTH DAKOTA
SMITH	BURKE, NORTH DAKOTA
STEWART RANCH UT TR 9	CAMPBELL, WYOMING
TREVINO, ALBERT A-1	ZAPATA, TEXAS
WETTACK, J.A.	NOWATA, OKLAHOMA
WILSON 1-20	McKENZIE, NORTH DAKOTA

OTHER ITEMS

McMAHON ET AL LITIGATION SETTLEMENT PROCEEDS

EXHIBIT "D"

Attached to the Correction Conveyance dated December 1, 2000 from The Wiser Oil Company to Prince Minerals, Ltd. and Prince Minerals II, Ltd., recorded, among other places, as follows:

1. Conveyance dated April 16, 1999 from The Wiser Oil Company to Prince Minerals, Ltd. and Prince Minerals II, Ltd.

Recording Jurisdiction

Crook County, Oregon

Harney County, Oregon

Klamath County, Oregon

Lake County, Oregon

Malheur County, Oregon

Recording DataMIF No. 149399,
filed 6/28/99MIF No. 990980,
filed 5/10/99Volume M99, Page 17023,
filed 5/4/99Book 244, Page 423
filed 7/1/99Instrument No. 99-3394
filed 5/10/99

State of Oregon, County of Klamath
Recorded 01/17/01, at 2:59 p. m.
In Vol. M01 Page 2001
Linda Smith,
County Clerk Fee\$ 121⁰⁰
5⁰⁰ ope