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Vol M01 Page 40842

STATE OF OREGON

COUNTY OF KLAMATH

Recording Requested by:

Black Stone Minerals Company, L.P.
1001 Fannin, Suite 2020
Houston, TX. 77002

When Recorded Mail to:

pt. Elizabeth Smith
Black Stone Minerals Company, L.P.
1001 Fannin, Suite 2020
Houston, TX. 77002

ATTACHED TO:

MINERAL DEED

DATED EFFECTIVE 01-01-01
PRINCE MINERALS, LTD., & PRINCE MINERALS II, LTD.,
TO
BLACK STONE MINERALS COMPANY, L.P.

ALL TAX STATEMENTS SHOULD BE SENT TO:

BLACK STONE MINERALS COMPANY, L.P.
1001 FANNIN, SUITE 2020
HOUSTON, TX. 77002

STATE OF OREGON

COUNTY OF KLAMATH

CONVEYANCE

This Conveyance (the "Conveyance") is executed as of the Effective Time from Prince Minerals, Ltd., a Texas limited partnership, and Prince Minerals II, Ltd., a Texas limited partnership (collectively, "Grantor"), whose address is 7001 Preston Road, Suite 301, Dallas, Texas 75205, to Black Stone Minerals Company, L.P., a Delaware limited partnership ("Grantee"), whose address is 1001 Fannin, Suite 2020, Houston, Harris County, Texas 77002. This Conveyance is executed pursuant to and subject to all of the terms and conditions of that certain Agreement for Purchase and Sale dated January 24, 2001, by and between Grantor and Grantee (the "PSA"). Any conflict between the terms and conditions of this Conveyance and the terms and conditions of the PSA shall be resolved in favor of the terms and conditions of the PSA.

ARTICLE I
Definitions

The following terms shall have the meanings assigned:

"*Effective Time*" means 7:00 a.m. local time on January 1, 2001.

"*Assets*" means all right, title and interest of Grantor in and to the following:

(a) all mineral interests, royalty interests, non-participating royalty interests, overriding royalty interests, production payments, net profits interests, leasehold working interests and any oil and gas or other mineral assets owned by Seller, including all substances that may be classified as metalliferous elements, or nonmetalliferous elements together with all byproducts thereof, specifically including, without limitation, all oil, liquid hydrocarbons and their respective constituent products, and any other minerals, including sulfur; coalbed methane, carbon dioxide, helium and other gases (whether or not produced in association with oil and gas); industrial minerals, precious and semi-precious gems and minerals, lead, zinc, copper, coal, lignite, potassium and peat (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); phosphate, iron ore; sodium, salt saltwater and brine; uranium, thorium and other fissionable materials; molybdenum, vanadium, titanium, rube ilmenite, leucosene, zircon, monazite, gold, silver, bauxite, limestone, granite, saprolite; kaolin (and other forms of clay); scoria, caliche, sand, gravel, aggregate and other mined or quarried stone, bedrock, and other rock materials (regardless of the method used to quarry, mine or remove same); geothermal energy (including entrained methane, hydrostatic pressure and thermal energy) and all other minerals and mineral substances of any kind or character, whether solid, liquid or gaseous, similar or dissimilar (all such substances are defined for purposes of this Conveyance as "*Minerals*"), and all royalty interests in the same, in, on and under all lands in the United States, including, without limitation, those lands and other interests described in Exhibit A (the "*Lands*"). Seller's right, title and interest in and to the Minerals in, on and under each tract of Land and royalty interests in the same being herein called a "*Mineral Interest*" and in, on and under all such Lands being herein collectively called the "*Mineral Interests*."

(b) (i) the right of ingress and egress at all times for the purpose of exploring, drilling, operating for and producing from the Lands for Minerals and removing the same therefrom, and of laying pipelines, storing oil, building tanks, processing and treating plants and facilities, power stations, telephone lines, roads and other buildings and structures necessary to produce, save, care for, treat, store, compress, process, and transport said products, (ii) all rights with respect to the use and occupation of the surface of the Lands and of the subsurface depths under the Lands, and (iii) the right of ingress and egress across any lands owned or controlled by Grantor to the extent such ingress and

egress across such lands is reasonable to obtain access for the development and maintenance of the Mineral Interests;

(c) all rights with respect to any pooled, communitized or unitized acreage by virtue of any Mineral Interest being a part thereof, including all production of Minerals from such pool or unit allocated to any such Mineral Interest;

(d) all contracts, agreements, oil, gas and other mineral leases, deeds and other arrangements, to the extent the same relate to the Mineral Interests (the "*Contracts*");

(e) all executive rights, including the right to execute leases, to the extent such executive rights relate to the Mineral Interests (the "*Executive Rights*");

(f) all seismic, geophysical, geological, geochemical and other geotechnical information and data related to the Mineral Interests;

(g) all mineral files, lease files, contract files, abstracts and title opinions, maps, production records, well files, accounting records (but not including general financial accounting or tax accounting records), and any other data (in any form or media) related directly to the Mineral Interests (the "*Records*");

(h) any and all proceeds and revenues attributable to the Assets and payable to Grantor including, without limitation, proceeds and revenues attributable to production and leasing activities relating to the Assets prior to the Effective Time, and paid in the ordinary course of business after the Effective Time, and revenues from the settlement of contract disputes with lessees, purchaser or transporters of oil or gas or other minerals or byproducts produced from the Mineral Interests, including, without limitation, settlement of take-or-pay disputes, insofar as such proceeds are attributable to periods of time prior to the Effective Time and are paid in the ordinary course of business on or after the Effective Time; and

(i) any and all proceeds and revenues attributable to the Assets for the period on or after the Effective Time, regardless of when paid;

"Excluded Assets" shall mean

(a) any refund of costs, taxes or other expenses borne by Grantor or its predecessors in title attributable to the period prior to the Effective Time;

(b) any and all proceeds and revenues attributable to the Assets and payable to Grantor, including, without limitation, proceeds and revenues attributable to production and leasing activities relating to Assets prior to the Effective Time, regardless when paid;

(c) any and all proceeds payable to Grantor under Contracts including, without limitation, from the settlement of contract disputes with lessees, purchasers or transporters of oil and gas or other minerals or byproducts produced from the Mineral Interests, including, without limitation, settlement of take-or-pay disputes, insofar as such proceeds are attributable to periods of time prior to the Effective Date and are paid in the ordinary course of business prior to the Effective Time; and

(d) any and all assets of Grantor described on Schedule I attached hereto.

ARTICLE II

Grant

2.1 **Grant.** Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the Existing Encumbrances (as such term is defined in the PSA), has GRANTED, BARGAINED, SOLD, ASSIGNED and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL,

ASSIGN and CONVEY unto Grantee, its successors and assigns, the Assets, SAVE AND EXCEPT, and Grantor does hereby reserve unto itself (except for the right of ingress and egress described in the definition of "Assets" above and conveyed to Grantee) all of Grantor's right, title and interest in and to the surface estate of the Assets and any reversionary rights in and to the surface estate of the Assets.

2.2 Habendum. To have and to hold the above-described Assets unto Grantee, its successors and assigns, forever, against those claiming by, through or under Grantor, but not otherwise. Except as otherwise expressly provided herein, this Conveyance is made without warranty of any kind, expressed, implied, statutory, or otherwise, and all warranties that might arise by statute or by common law are expressly disclaimed and excluded. Notwithstanding the foregoing, Grantor hereby represents and warrants unto Grantee the following:

- A. Grantor has not heretofore conveyed fee ownership of the Assets covered by this Conveyance to any third party; provided, however, that Grantor's warranty does not extend to oil and gas leases, oil, gas and mineral leases, options to lease, seismic permits, restrictions on surface use, easements and rights-of-way, pooling agreements or any other burden or encumbrance customarily employed in connection with the exploration for, and production of oil, gas or other minerals, or with the ownership or operation of the surface estates covering such Mineral Interests;
- B. Except as has been released, Grantor has not mortgaged or pledged any of the Assets covered by this Conveyance as security for any indebtedness; and
- C. There are no lawsuits, administrative proceedings or claims, pending, or, to the best of Grantor's knowledge, threatened against Grantor or any of the Assets covered by this Conveyance.

Without in any way limiting the foregoing, Grantee hereby accepts the Assets covered by this Conveyance, subject to the Existing Encumbrances (as such term is defined in the PSA).

ARTICLE III Miscellaneous

3.1 Further Assurances. So long as authorized by applicable law to do so, Grantor will do, execute, acknowledge, and deliver all further acts, conveyances, notices, releases or other instruments, as may be reasonably necessary or appropriate to fully assure Grantee, its successors and assigns, all of their respective rights, titles, interests, estates, remedies, powers, and privileges granted, conveyed, and transferred by this Conveyance, or purported so to be.

3.2 Taxes. Grantor shall be responsible for the payment of taxes and assessments relating to the Assets which accrue prior to the Effective Time. Grantee shall be responsible for the payment of taxes and assessments relating to the Assets, which accrue on and after the Effective Time.

3.3 Successors and Assigns. All of the terms and provisions of this Conveyance shall extend to, be binding upon, and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, representatives, successors, and assigns.

3.4 Subject to Existing Options and Leases. This conveyance is made subject to any valid and subsisting document relating to the Mineral Interests and now appearing of record in the county where the relevant Mineral Interests or any part thereof are located. It is understood that Grantee shall have, receive and enjoy all bonus payments, rents, royalties, and other benefits from and after the Effective Time, as if Grantee had been, at the date of making any current valid and subsisting oil, gas and mineral lease, the owner of the Mineral Interests hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Conveyance to be duly executed on the date in the acknowledgments appended hereto, but effective for all purposes as of the Effective Time. The Conveyance may be executed in multiple original counterparts (all such

counterparts shall constitute but one and the same Conveyance, except that (a) to facilitate recordation, certain counterparts hereof may include only that portion of the foregoing referenced Exhibits which contain descriptions of the Assets 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 the Exhibits shall be included in such counterparts by reference only, (b) only those counterparts hereof being retained by Grantor and Grantee or otherwise containing counterpart descriptions of the Assets located in (or otherwise subject to recording or filing requirements and/or otherwise subject to recording or filing requirements and/or protections of the recording or filing acts or regulations of) the State of Louisiana are executed by Grantee, (c) the execution of this Conveyance by Grantor may not be witnessed on these counterparts hereof containing descriptions of Assets located in states where witnesses are not required by applicable law, and (d) the execution of this Conveyance by Grantor may not be attested on those counterparts hereof containing Assets in states where attestation is not required and/or encouraged by applicable law. Complete copies of this Conveyance containing all of the foregoing referenced Exhibits will be retained by Grantor and Grantee.

GRANTOR

Prince Minerals, Ltd.

By: Castleton Management, Inc.
General Partner

By: 

Robert W. Norman
Vice President

Prince Minerals II, Ltd.

By: Castleton Management, Inc.
General Partner

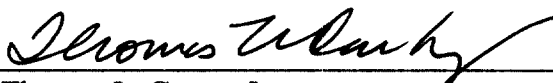
By: 

Robert W. Norman
Vice President

GRANTEE

Black Stone Minerals Company, L.P.

By: Black Stone Interests, L.L.C.,
General Partner

By: 

Thomas L. Carter, Jr.
President

This instrument prepared by:

Black Stone Minerals Company, L.P.
 1001 Fannin, Suite 2020
 Houston, Texas 77002
 Attention: Richard D. Eicher
 (713) 658-1917 ext. 106

When recorded return to:

Black Stone Minerals Company, L.P.
 1001 Fannin, Suite 2020
 Houston, Texas 77002
 Attention: Elizabeth Smith
 (713) 658-1917 ext. 107

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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 acknowledgements, hereby certify that, on this 2/16, 2001, there personally appeared before me Robert W. Norman, as Vice 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 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 W. Norman, whose name as Vice 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 such limited partnership and on behalf of such limited partnership.

LOUISIANA

On this date before me, the undersigned authority, personally came and appeared Robert W. Norman, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document as the Vice 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 limited liability company, in its capacity as general partner of 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 partnership 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 W. Norman, Vice 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 Such corporation and such limited partnerships so to do.

FLORIDA

The foregoing instrument was acknowledged before me on this date by Robert W. Norman, as Vice 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 W. Norman, as Vice 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 partnership and on behalf of each such limited partnership, 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 W. Norman, as Vice President of Castleton Management, Inc. on behalf of such corporation in its capacity as general partner of each such limited partnership 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 W. Norman, to me known, who being by me duly sworn and deposed and said that he offices at the address set forth above that he is the Vice 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 capacity, 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 W. Norman, as Vice 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 W. Norman, known to me (or satisfactorily proven) to be the person whose name is subscribed as Vice 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 said limited partnerships for the purposes therein contained.

IDAHO

On this date, before me, the undersigned notary public, personally appeared Robert W. Norman, as Vice 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 W. Norman, known to me who acknowledged himself to be the Vice 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

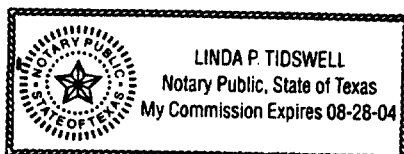
On this date, before me, the undersigned notary public personally appeared Robert W. Norman, as Vice President of Castleton Management, Inc., a Texas corporation, in its capacity as general partner of Prince Minerals, Ltd., a Texas limited partnership, and of Prince Minerals II, Ltd., a Texas limited 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 W. Norman, as Vice 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 partnership and on behalf of each such limited partnership, on this date.

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

(SEAL)



Linda P. Tidswell
NOTARY PUBLIC, STATE OF TEXAS
Printed Name: LINDA P. Tidswell

GRANTEE ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

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 acknowledgements, hereby certify that, on this 2/14, 2001, there personally appeared before me Thomas L. Carter, Jr., as President of Black Stone Interests, L.L.C., a Delaware limited liability company in its capacity as General Partner of Black Stone Minerals Company, L.P., a Delaware limited partnership, known to be such officer of such limited liability company and such limited partnership 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 Thomas L. Carter, Jr., whose name as President of Black Stone Interests, L.L.C., a Delaware limited liability company in its capacity as general partner of Black Stone Minerals Company, L.P., a Delaware 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 limited liability company in its capacity as general partner of such limited partnership and on behalf of such limited partnership.

LOUISIANA On this date before me, the undersigned authority, personally came and appeared Thomas L. Carter, Jr., 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 Black Stone Interests, L.L.C. a Delaware limited liability company in its capacity as general partner of Black Stone Minerals Company, L.P., a Delaware 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 limited liability company, in its capacity as general partner of such limited partnership, by authority of the board of directors of the limited liability company, and duly authorized by such limited partnership, and as the free act and deed of such limited liability company and such limited partnership 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, Thomas L. Carter, President of Black Stone Interests, L.L.C., a Delaware limited liability company in its capacity as general partner of Black Stone Minerals Company, L.P., a Delaware limited partnership, and acknowledged that for and on behalf of the said limited liability company and for and on behalf of the said 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 limited liability company and said limited partnership so to do.

FLORIDA The foregoing instrument was acknowledged before me on this date by Thomas L. Carter, Jr., as President of Black Stone Interests, L.L.C., a Delaware limited liability company in its capacity as general partner of Black Stone Minerals Company, L.P., a Delaware limited partnership on behalf of such limited liability company in its capacity as general partner of such limited partnership, and on behalf of 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 the Thomas L. Carter, Jr., as President of Black Stone Interests, L.L.C. a Delaware limited liability company in its capacity as general partner of Black Stone Minerals Company, L.P., a Delaware limited partnership, on behalf of such limited liability company in its capacity as general partner of such limited partnership and on behalf of such limited partnership, 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 Thomas L. Carter, Jr., as President of Black Stone Interests, L.L.C. a Delaware limited liability company in its capacity as general partner of Black Stone Minerals Company, L.P. a Delaware limited partnership, on behalf of such limited liability company in its capacity as general partner of such limited partnership and on behalf of such limited partnership and acknowledged the execution of the foregoing instrument.

NEW YORK

On this date, before me personally came Thomas L. Carter, Jr., to me known, who being by me duly sworn and depose and say that he offices at the address set forth above that he is the President of Black Stone Interests, L.L.C. a Delaware limited liability company, the company described in and which executed the above instrument in its capacity as general partner of Black Stone Minerals Company, L.P. a Delaware limited partnership and that he, as such officer and in such capacity, executed the foregoing instrument on behalf of such limited partnership, and signed his name thereto by authority of the board of directors of said limited liability company and by duly obtained authority of such limited partnership.

WASHINGTON

On this date, before me personally came Thomas L. Carter, Jr., as President of Black Stone Interests, L.L.C. a Delaware limited liability company, the limited liability company that executed the within and foregoing instrument in its capacity as general partner of Black Stone Minerals Company, L.P. a Delaware limited partnership on behalf of such limited partnership, and acknowledged that for and on behalf of the said limited liability company for and on behalf of such 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 limited liability company.

SOUTH DAKOTA

On this date, before me, the undersigned notary public, personally appeared Thomas L. Carter, Jr., known to me (or satisfactorily proven) to be the person whose name is subscribed as President of Black Stone Interests, L.L.C., a Delaware limited liability company, in its capacity as general partner of Black Stone Minerals Company, L.P. a Delaware 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 limited liability company in its capacity as general partner for such limited partnership, and as the act of said limited partnership for the purposes therein contained.

IDAHO

On this date, before me, the undersigned notary public, personally appeared Thomas L. Carter, Jr., as President of Black Stone Interests, L.L.C., a Delaware limited liability company in its capacity as general partner of Black Stone Minerals Company, L.P., a Delaware 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 Thomas L. Carter, Jr., known to me who acknowledged himself to be the President of Black Stone Interests, L.L.C., a Delaware limited liability company, in its capacity as general partner of Black Stone Minerals Company, L.P., a Delaware 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 such limited partnership, by himself as such officer and in such capacity.

CALIFORNIA

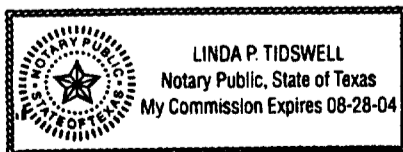
On this date, before me, the undersigned notary public personally appeared Thomas L. Carter, Jr., as President of Black Stone Interests, L.L.C., a Delaware limited liability company, in its capacity as general partner of Black Stone Minerals Company, L.P., a Delaware limited partnership, on behalf of such limited liability company in its capacity as general partner of such limited partnership and on behalf of such limited partnership, on this date.

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 Thomas L. Carter, Jr., as President of Black Stone Interests, L.L.C., a Delaware limited liability company, in its capacity as general partner of Black Stone Minerals Company, L.P., a Delaware limited partnership, on behalf of such limited liability company in its capacity as general partner of such limited partnership and on behalf of such limited partnership, on this date.

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

(SEAL)



Linda P. Tidswell
NOTARY PUBLIC, STATE OF TEXAS

Printed Name: LINDA P. TIDSWELL

40852

KLAMATH COUNTY, OREGON

WISER PROPERTY
NUMBER

OR-8

DESCRIPTION

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

State of Oregon, County of Klamath

Recorded 08/14/01 at 10:52 a.m.

In Vol. M01 Page 40842

Linda Smith,

County Clerk Fee\$ 71⁰⁰