

## FOURTH

## MINERAL INTERESTS AND OIL AND GAS LEASEHOLDS

All the right, title and interest of the Company under, in and to each of the assignments of limited overriding royalty interests and production payments and the oil and gas lease herein below described, namely:

(a) Assignment, dated February 18, 1958, from Frio-Tex Oil and Gas Company conveying to Transcontinental Gas Pipe Line Corporation certain oil and gas interests in Frio County, Texas, as a limited overriding royalty interest and production payment to provide for the payment of the amounts therein set out (recorded in Volume 178, page 632, of the Deed Records of Frio County, Texas).

(b) Assignment, dated July 1, 1957, from Robert H. Merritt conveying to Transcontinental Gas Pipe Line Corporation certain oil, gas and mineral interests in Wharton County, Texas, as a limited overriding royalty interest and production payment to provide for the payment of amounts therein set out (recorded in Volume 299, page 583, of the Deed Records of Wharton County, Texas).

(c) Assignment, dated August 21, 1957, from Robert H. Merritt conveying to Transcontinental Gas Pipe Line Corporation certain oil, gas and mineral interests in Wharton County, Texas, as a limited overriding royalty interest and production payment to provide for the payment of amounts therein set out (recorded in Volume 300, page 573, of the Deed Records of Wharton County, Texas).

(d) Assignment, dated December 14, 1957, from Texam Oil Corporation conveying to Transcontinental Gas Pipe Line Corporation certain oil, gas and mineral interests in McMullen County, Texas, as a production payment to provide for the payment of amounts therein set out (recorded in Volume 68, page 484, of the Deed Records of McMullen County, Texas).

(e) Amendment to production payment assignments and additional production payment assignment, dated December 11, 1957, from Robert H. Merritt conveying to Transcontinental Gas Pipe

Line Corporation certain oil, gas and mineral interests in Wharton County, Texas, as a limited overriding royalty interest and production payment to provide for the payment of amounts therein set out (recorded in Volume 303, page 156, of the Deed Records of Wharton County, Texas).

(f) Oil, Gas and Mineral Lease dated April 1, 1957, between M. A. Tyler, et al, and the Company (recorded in Volume 67, page 190, of the Deed Records of McMullen County, Texas).

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders, tolls, rents, revenues, issues, earnings, incomes, products and profits thereof, and all the estate, right, title, interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and every part and parcel thereof.

EXPRESSLY EXCEPTING AND EXCLUDING, HOWEVER, from this Sixth Supplemental Indenture and from the lien and operation hereof and of the Indenture (but subject to the proviso immediately preceding the habendum clause of the Original Indenture as amended by the Third Supplemental Indenture), all the tracts and parcels of land and premises and all property of every kind and type expressly excepted and excluded from the lien and operation of the Original Indenture and the First, Second, Third, Fourth and Fifth Supplemental Indentures by the terms thereof, whether such property was owned by the Company as of May 15, 1949 or has been acquired since that date, reference being made to the Original Indenture and to the First, Second, Third, Fourth and Fifth Supplemental Indentures for a description thereof, and further expressly excepting and excluding from this Sixth Supplemental Indenture and from the Indenture and from the lien and operation hereof and thereof all property heretofore released or otherwise discharged from the lien of the Indenture.

TO HAVE AND TO HOLD all said properties, real, personal and mixed, mortgaged, pledged and conveyed by the Company as aforesaid, or intended so to be, unto the Trustees and each of them and their successors in the trust and their assigns forever;

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