

ALL STATES - OTHER

STATE OF NEVADA

99505

COUNTY OF EUREKA

QUITCLAIM DEED

I
DEFINITIONS

As used in this Quitclaim Deed, the following terms shall have the following meanings:

1. "Grantor" means Union Texas International Corporation. Grantor was incorporated in the State of Delaware on the 7th day of February, 1962. Grantor was formerly and most recently known as Union Texas Petroleum Corporation, but its name was changed to Union Texas International Corporation on the 3rd day of March, 1985.
2. "Grantee" means Union Texas Petroleum Corporation. Grantee was incorporated in the State of Delaware on the 5th day of December, 1984. Grantee was formerly known as Union Texas Properties Corporation, but its name was changed to Union Texas Petroleum Corporation on the 3rd day of March, 1985.
3. "Subject Lands" means all of the lands described in Exhibit "A" including all of the oil, gas and other minerals under such lands.
4. "Subject Leases" means all of the leases described in Exhibit "A".
5. "Subject Interests" means all of Grantor's right, title and interest of every kind or description, whether real, personal, or mixed in, to, or under the Subject Lands or in, to or under the Subject Leases.
6. "Effective Time" means December 31, 1984 at 6:00 o'clock p.m. (Central Standard Time).
7. "Agreement and Instrument of Transfer" means that certain Agreement and Instrument of Transfer between Grantor and Grantee made as of 6:00 o'clock p.m. (Central Standard Time) on December 31, 1984.

II
QUITCLAIM

For a valuable consideration as set forth in the Agreement and Instrument of Transfer, the receipt and sufficiency of which is hereby acknowledged, Grantor has sold and quitclaimed to Grantee the Subject Interests as of the Effective Time, and does hereby sell and quitclaim to Grantee the Subject Interests as of the Effective Time, and Grantee, its successors and assigns, shall have and hold the Subject Interests forever and neither Grantor nor its successors and assigns shall have, claim, or demand any right, title, or interest to the Subject Interests or any part thereof.

III
IMPLIED WARRANTY NEGATED

Grantor does hereby release and relinquish unto Grantee the Subject Interests as of the Effective Time without any general or special warranty of any kind and Grantor and Grantee expressly negate any implied warranty. The use of the terms "sold" and "sell" is for conveyance purposes and neither Grantor nor Grantee intend the use of the words "sold" or "sell" to create any implied warranty.

IV
AGREEMENT AND INSTRUMENT OF TRANSFER

The purpose of this Quitclaim Deed is to implement the Agreement and Instrument of Transfer as required by the further assurances clause of such agreement. The Agreement and Instrument of Transfer shall remain in full force and effect after the execution of this Quitclaim Deed.

V
SAVINGS CLAUSE

To the extent that this Quitclaim Deed from Grantor to Grantee requires the consent or approval of any other person, partnership, corporation, or other legal entity or governmental body, the Effective Time shall be inapplicable until such consent or approval has been obtained, and upon the receipt of such consent or approval, this Quitclaim Deed shall be deemed to have commenced as of the Effective Date to the extent permitted by law.

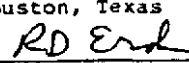
VI
RECORDING INFORMATION

A complete Exhibit "A" has been recorded in Beauregard Parish County, Louisiana, at Volume 473, Page 307 of the Records of such county and State, and such Exhibit "A" is incorporated by reference and made a part of this Quitclaim Deed. In all other counties of the State of Louisiana, including the county in which this Quitclaim Deed is filed, only that portion of Exhibit "A" containing Subject Lands and Subject Leases located in such county is attached.


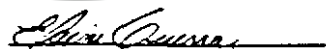
Executed as of the 31st day of December, 1984 at 6:00 o'clock p.m. (Central Standard Time).

ATTEST:


Assistant Secretary

UNION TEXAS INTERNATIONAL CORPORATION
P.O. Box 2120
Houston, Texas 77252-2120

R. J. Erskine, Vice President

WITNESSES TO ABOVE SIGNATURES:

1. 
2. 

Address of Grantor and Grantee is: P.O. Box 2120, Houston, Texas 77252-2120.

STATE OF TEXAS
COUNTY OF HARRIS

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This instrument was acknowledged before me on the 17th day of June, 1985 by R. D. Erskine, Vice President of Union Texas International Corporation, a Delaware corporation, on behalf of such corporation.

Nancy Whitson
Notary Public Nancy Whitson

My Commission Expires:

May 30, 1985

PAGE 1

EXHIBIT 'A'
EURIEKA COUNTY, NEVADA

LEASE DATE	LESSOR DESCRIPTION	LESSEE	BOOK/PAGE/ENTRY
NV 00102 04/01/79	USA-N-21723 SECTION 4: LOTS 1-4, 5/2 N/2, S/2; SECTION 9: ALL. T 29N - R 48E	ALLIED CHEMICAL CORP.	-----/-----/-----
NV 00104 01/01/80	N-26313 20N 33E, MON; SECTION 9: ALL, SECTION 19: LOT 1, N/2 SW/4, SE/4 SW/4, NW/4, E/2(ALL), SECTION 19: LOTS 1-4, N/2, N/2 S/2(ALL)	ALLIED CHEMICAL CORP.	-----/-----/-----
NV 00105 01/01/80	N-26215 20N 33E, MON; SEC. 17, LOTS 1-4, N/2 E/2, N/2 W/2 ALL; SEC. 14, ALL; S/2, 24, LOTS 1-6, N/2 NE/4, NW/4, N/2 SW/4, T21N-36E, MON; SEC. 17, NW/4 NW/4; SEC. 19, LOTS 1-4, E/2 W/2, E/2 ALL	ALLIED CHEMICAL CORP.	-----/-----/-----
NV 00109 02/01/80	N-26721 TOWNSHIP 29 NORTH - RANGE 49 EAST SECTION 4: LOTS 1-12, INCLUSIVE 5/2 ALL; SECTION 9: LOTS 1-14, INCLUSIVE, E/2 SW/4, SE/4, ALL SECTION 9: ALL	ALLIED CHEMICAL CORP.	-----/-----/-----
NV 00109 02/01/80	N-26710 TOWNSHIP 29 NORTH - RANGE 49 EAST, M.D. N. SECTION 28: ALL SECTION 30: LOTS 5 THRU 19 SECTION 32: LOTS 1 THRU 18 (ALL)	ALLIED CHEMICAL CORP.	-----/-----/-----
NV 00110 02/01/80	N-26707 T20N-36E, MON; SEC. 6: LOTS 1, 2, N, S, 11 THRU 19, S/2 NE/4, SE/4 (ALL), SEC. 19: ALL, SEC. 18: LOTS 5 THRU 20 (ALL), SEC. 70: ALL	ALLIED CHEMICAL CORP.	-----/-----/-----
NV 00111 02/01/80	N-26718 TOWNSHIP 29 NORTH - RANGE 49 EAST SECTION 25: ALL SECTION 26: N/2, S/2 S/2 SECTION 36: W/2, E/2 NE/4	ALLIED CHEMICAL CORP.	-----/-----/-----
NV 00112 02/01/80	N-26714 TOWNSHIP 29 NORTH - RANGE 48 EAST SECTION 22: ALL SECTION 24: ALL	ALLIED CHEMICAL CORP.	-----/-----/-----
NV 00113 02/01/80	N-26709 TOWNSHIP 29 NORTH - RANGE 48 EAST, M.D. N.	ALLIED CHEMICAL CORP.	-----/-----/-----

EXHIBIT 'A'
EUREKA COUNTY, NEVADA

LEASE EFF DATE	LESSOR DESCRIPTION	LESSEE	BOOK/PAGE/ENTRY
NV 00113 02/01/80	N-26709 SECTION 22 ALL; SECTION 26 ALL; SECTION 34: LOTS 1 THRU 16 (ALL); SECTION 36: LOTS 1 THRU 12, SW/4 (ALL)	ALLIED CHEMICAL CORP.	-----/-----/-----
NV 00115 03/01/82	N-26711 TOWNSHIP 29 NORTH - RANGE 49 EAST SECTION 2: LOTS 1-12, S/2 ALL SECTION 4: LOTS 1-12, S/2 ALL	ALLIED CORPORATION	-----/-----/-----
NV 00116 03/01/82	N-26713 TOWNSHIP 29 NORTH - RANGE 49 EAST, M/D N SECTION 16: ALL; SECTION 20: ALL; SECTION 28: ALL; SECTION 32: ALL	ALLIED CORPORATION	-----/-----/-----
NV 00150 03/01/79	N-21412 T-28N-R49E, MON, EUREKA COUNTY, NEVADA SEC. 18: LOTS 1,2,3,4, E/2 W/2, E/2 SEC. 30: LOTS 1,2,3,4, E/2 W/2, E/2	HARRY N. VEAL	-----/-----/-----
NV 00151 07/01/79	N-21832 T28N-R49E, MON, EUREKA CTY., NV, SEC. 2: LOTS 1,2,3,4, S/2 N/4, S/4; SEC. 4: LOTS 1,2,3,4, S/2 N/2, S/2; SEC. 10: ALL	HARRY ALAN VEAL	-----/-----/-----
NV 00152 07/01/81	N-22758 TOWNSHIP 21 1/2 NORTH - RANGE 50 EAST MON, SEC. 31: ALL; SEC. 32: ALL 1398 ACS. MORE OR LESS, EUREKA CTY., NV	ALLIED CHEMICAL CORP.	-----/-----/-----

RECORDED AT REQUEST OF
Union Texas Petroleum
BOOK 136 PAGE 292

65 JUN 20 P 3: 50

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
H.M. REBALEATI, RECORDER
FILE NO. 99505
FFE \$ 9.00

BOOK 136 PAGE 402