## DOC # 0215314

08/16/2010

09:35 AM

Official Recording requested By BERRY PETROLEUM CO

Eureka County - NV Mike Rebaleati - Recorder

Fee **\$40.00** RPTT:

Page 1 of 2 Recorded By FES

RPTT: Record **Book**-502 **Page**- 0147



## AMENDMENT OF OIL AND GAS LEAS AND MEMORANDUM OF OIL AND GAS LEA

WHEREAS, effective December 1, 2009, BLACK STONE MINERALS COMPANY, L.P., a Delaware limited partnership, ("Lessor"), whose address is 1001 Fannin, Suite 2020, Houston, Texas 77002, and MERITAGE ENERGY COMPANY, LLC, whose address is 1600 Broadway, Suite 1360, Denver, Colorado 80202 ("Lessee") entered into an Oil and Gas Lease ("Lease") covering 1,613.45 gross acres of land, more or less, in Eureka County, Nevada, described as follows:

TOWNSHIP 28 NORTH, RANGE 52 EAST

SECTION 03: ALL

SECTION 11: LOTS 1, 2, 3, 4, 5, SW/4NE/4, S/2NW/4

TOWNSHIP 20 NORTH, RANGE 52 EAST SECTION 27: N/2, W/2SE/4, E/2SE/4, SW/4

WHEREAS, a Memorandum of Oil and Gas Lease was filed of record in Book 498, Page 190, Document No. 0214739 of the property records of Eureka County, Nevada, to which Lease and its aforesaid record reference is hereby directed for all of the terms, provisions and covenants thereof;

AND WHEREAS, Lessee has assigned all its right, title and interest in this lease to Berry Petroleum Company, whose address is 1999 Broadway, Suite 3700, Denver, Colorado 80202. Assignment has been filed of record in Book 499, Page 166, Document No. 02/4958, in the property records of Eureka County. Nevada;

AND WHEREAS, it is the desire of Lessor and Lessee to amend the Lease to correct the legal description as follows:

**TOWNSHIP 28 NORTH, RANGE 52 EAST** 

SECTION 03: ALL

SECTION 11: LOTS 1, 2, 3, 4, 5, SW/4NE/4, S/2NW/4

TOWNSHIP 29 NORTH, RANGE 52 EAST SECTION 27: N/2, W/2SE/4, E/2SE/4, SW/4

NOW THEREFORE, Lessor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby, ratify, adopt, and confirm all of the terms and provisions of the Lease, as amended herein, and Lessor does hereby grant, lease, demise and let, to Lessee, the lands covered by said Lease as amended herein, upon and subject to all of the terms and provisions set out in the Lease, as amended hereby. Except as hereby amended, the terms and provisions set out in the Lease and the Memorandum thereof remain unchanged.

IN WITNESS WHEREOF, we have hereunto set our hands this 13th day of July, 2010.

LESSOR:

BLACK STONE MINERALS COMPANY, L.P.,

By: Black Stone Natural Resources, L.L.C.

Its General Parther

By:

Mark E. Robinson

Vice President - Land & Legal

LESSEE:

BERRY PETROLEUM COMPAN

By:

Name: Thomas G. Fast

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Corporate Land Manager

Title:

## **ACKNOWLEDGEMENTS**

STATE OF TEXAS §	
COUNTY OF HARRIS \$	
This instrument was acknowledged before me this 2nd day of August, 2010 by Mark E. Robinson, Vice President, Minerals Management & Legal, of Black Stone Natural Resources, L.L.C., a Delaware limited liability company, as General Partner of Black Stone Minerals Company, L.P., a Delaware limited partnership, on behalf of said limited partnership.	
My Commission Expires:  My Commission Expires:  9.26-2012  9.26-2012  My Commission Expires:	_
COUNTY OF Denue.	· · · · · ·
Before me, the undersigned, a Notary Public, in and for said County and State, on this 9th day of Bury Public.  Bury Public and Man of Bu	
Given under my hand and seal this the $976$ day of $2010$ .	
My Commission Expires:	
Opril 16, 2012 Notary Public, State of Colorado	