

MF094913

~~# 2127~~
14.71 UNIT ACRES

State Lease	Control	Base File	County
MF094913	04-102917	154561	BURLESON

~~# 2153~~
10.11 UNIT ACRES

4.18 NON-UNIT AC. RELEASED ~~A~~

Survey KENNON ALFRED

Block

Block Name

Township

Section/Tract

Land Part

Part Description

PART

Acres

~~25~~ 24.82

Depth Below

Depth Above

Depth Other

0

0

See Lease

Name

UNION PACIFIC RESOURCES

Lease Date

4/7/1992

Primary Term

3 yrs

Bonus (\$)

\$14,703.00

Rental (\$)

\$5.00

Lease Royalty

0.2000

TERMINATION

DATE 9/1/2012

LEASING BG

MAPS JH

GIS SB

Leasing: _____

Analyst: _____

Maps: JH

GIS: MC



CAUTION

Documents in this file have been placed in Table of Contents order and scanned.

Please help keep documents in content order and let the ScanLab know when new documents are added to this file.

Thank you for your assistance.

Archives and Records Staff

M
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UNION PACIFIC RESOURCES
F28161

UNIT # 2127 - 14.71 AC.
UNIT # 2153 - 10.11 AC.

Unit # 2127 - 14.71 AC.

BALANCE NON-UNIT - 4.18 AC - Released
4/7/95 M.S.

STATE LEASE - UPLANDS M-94913

COUNTY (CODE) : BURLESON (26)
SURVEY : B.C.T.D. NO. 1
BLOCK : _____
TOWNSHIP : _____
SECTION : 10
PART : SEE LEASE
ACRES : ~~29.00~~ - 24.82 per Units
DEPTH LIMITS : _____
BASE FILE (S) : 154561
CONTROL NO. (S) : 04-10291-7

LESSEE : Union Pacific Resources Co.
DATE : 4/7/92
PRIMARY TERM : 3 years
BONUS : \$14,703.00
ROYALTY : *
RENTALS : \$5.00

Legal _____
Rental MS
Pays To: Min. A/c _____
Min. Map JA

Partial lease 6-22-95
6-22-95 M.S.

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94913

Garry Mauro
Commissioner
General Land Office

Date
3/31/92



MINERAL LEASE BID APPLICATION
Texas General Land Office ED - 01(2-88) Rev. 2

APPLICANT
AGREEMENT

I agree, if awarded a lease on the referenced tract, to comply with all terms and conditions of said lease and with all applicable laws that so govern said lease, as those laws may be amended.

APPLICANT
IDENTIFICATION TO
APPEAR ON LEASE

Name Union Pacific Resources Company
Address 801 Cherry Street
Fort Worth Texas 76101 - 233
Telephone (817) 877-7272

AREA DESCRIPTION

County(ies) Burleson Survey/
Area Alford Kennon A-32
(If Applicable)
Block/Tsp _____ Section/Tract _____ Acres 29.00
(If Applicable)

BID SUBMISSION

Royalty 25% Rental Per Acre 5.00 Primary Term 3 Yrs.

Cash Bonus Enclosed Fourteen thousand Seven hundred Three & 00/100

(Dollars) \$ 14,703.00 **92038190**

Sales Fee Attached Two hundred Twenty & 55/100

(Dollars) \$ 220.55 **92038191**

This Sales Fee is 1- 1/2% of the cash bonus as provided in Section 32.110 of the Natural Resources Code as amended.

MGL. NO.

22

APPLICANT(S)

Union Pacific Resources Company

BONUS AMOUNT ENCLOSED

(\$) 14,703.00

801 Cherry Street, Fort Worth, TX

APPLICANT
TAX I.D. NUMBER

[REDACTED]

SIGNATURE OF
APPLICANT/AGENT

[Signature]



M-94913 (1)
BID FORM
4-7-92 MICK

QUALITY

MA

100

The State of Texas



Austin, Texas

OIL AND GAS LEASE NO. M-94913

WHEREAS, pursuant to the Texas Natural Resources Code Chapters 32, 33, 51, and Chapter 52, Subchapters A-D and H, (said Code being hereinafter referred to as N.R.C.), and subject to all rules and regulations promulgated by the Commissioner of the General Land Office and/or the School Land Board pursuant thereto, and all other applicable statutes and amendments to said N.R.C., the following area, to-wit:

ALL OF THAT LAND OUT OF THE ALFORD KENNON SURVEY, A-32, BURLERSON COUNTY, TEXAS, BEING 29.00 ACRES, APPROXIMATELY, AS DESCRIBED BY METES AND BOUNDS IN A DEED TO THE BURLERSON COUNTY IMPROVEMENT DISTRICT NO. 1, OF RECORD IN VOLUME 40, PAGE 103 AND VOLUME 40, PAGE 104, DEED RECORDS OF BURLERSON COUNTY, TEXAS, LESS, SAVE AND EXCEPT THEREFROM ANY PORTION OF LAND AS MAY BE NOW A PART OF THE RIVERBED OF THE BRAZOS RIVER OR WHICH MAY NOW BE LOCATED IN BRAZOS COUNTY, TEXAS, AND SUBJECT TO A CURRENT SURVEY,

was, after being duly advertised, offered for lease on the 7th day of April, 1992, at 10:00 o'clock a.m., by the Commissioner of the General Land Office of the State of Texas and the School Land Board of the State of Texas, for the sole and only purpose of prospecting and drilling for, and producing oil and/or gas that may be found and produced from the above described area; and

WHEREAS, after all bids and remittances which were received up to said time have been duly considered by the Commissioner of the General Land Office and the School Land Board at a regular meeting thereof in the General Land Office, on the 7th day of April, 1992, and it was found and determined that Union Pacific Resources Company whose address is 801 Cherry Street, Fort Worth, Texas 76101 had offered the highest and best bid for a lease of the area above described and is, therefore, entitled to receive a lease thereon:

NOW, THEREFORE, I, Garry Mauro, Commissioner of the General Land Office of the State of Texas, hereinafter sometimes referred to as "Lessor," whose address is Austin, Texas, by virtue of the authority vested in me and in consideration of the payment by the hereinafter designated Lessee, the sum of Fourteen Thousand Seven Hundred Three and No/100 Dollars (\$14,703.00), receipt of which is hereby acknowledged and of the royalties, covenants, stipulations and conditions contained and hereby agreed to be paid, observed and performed by Lessee, do hereby demise, grant, lease and let unto the above mentioned bidder the exclusive right to prospect for, produce and take oil and/or gas from the aforesaid area upon the following terms and conditions, to-wit:

1. **RESERVATION:** There is hereby excepted and reserved to Lessor the full use of the property covered hereby and all rights with respect to the surface and subsurface thereof for any and all purposes except those granted and to the extent herein granted to Lessee, together with the rights of ingress and egress and use of said lands by Lessor and its mineral lessees, for purposes of exploring for and producing the minerals which are not covered, or which may not be covered in the future, under the terms of this lease, but which may be located within the surface boundaries of the leased area. All of the rights in and to the leased premises retained by Lessor and all of the rights in and to the leased premises granted to Lessee herein shall be exercised in such a manner that neither shall unduly interfere with the operations of the other.

2. **TERM:** Subject to the other provisions hereof, this lease shall be for a term of three (3) years from the effective date hereof (herein called "primary term") and as long thereafter as oil or gas is produced in paying quantities from said area.

3. **DELAY RENTALS:** If no well be commenced on the land hereby leased on or before the anniversary date of this lease, this lease shall terminate as to both parties unless the Lessee on or before said date shall pay or tender to the Commissioner of the General Land Office of the State of Texas at Austin, Texas, the sum of Five Dollars (\$5.00), per acre, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof.

4. **PRODUCTION ROYALTIES:** Subject to the provisions for royalty reductions set out in subparagraph (E) of this paragraph 4, when production of oil and/or gas is secured, the Lessee agrees to pay or cause to be paid to the Commissioner of the General Land Office in Austin, Texas, for the use and benefit of the State of Texas, during the term hereof:

(A) OIL: As a royalty on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, $\frac{1}{4}$ part of the gross production or the market value thereof, at the option of the Lessor, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the land hereby leased is sold, used or processed in a plant, it will be run free of cost to Lessor through an adequate oil and gas separator of conventional type or other equipment at least as efficient to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered. Upon written consent of Lessor, the requirement that such gas be run through such a separator or other equipment may be waived upon such terms and conditions as prescribed by Lessor.

(B) NON-PROCESSED GAS: As a royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) $\frac{1}{4}$ part of the gross production or the market value thereof, at the option of the Lessor, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is greater provided that the maximum pressure base in measuring the gas under this lease contract shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to test made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.

(C) PROCESSED GAS: As a royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons, $\frac{1}{4}$ part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the Lessor. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this lease, and on fifty percent (50%) or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons, attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arms' length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.

(D) OTHER PRODUCTS: As a royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead," "dry" or any other gas, by fractionating, burning or any other processing, $\frac{1}{4}$ part of gross production of such products, or the market value thereof, at the option of Lessor, such market value to be determined as follows:

- (1) On the basis of the highest market price of each product, during the same month in which such product is produced, or
- (2) On the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.

(E) VARIABLE ROYALTY: (i) Subject to the other provisions of this lease, it is hereby provided that in the event production in paying quantities is established pursuant to the terms of this lease and such production is brought on line and sales thereof are commenced within twelve (12) months of the effective date hereof, the royalty rate provided herein shall be reduced to 20%, and shall apply to each subsequent well drilled and produced on the land covered by this lease. Provided that, if during such twelve (12) month term during which Lessee may earn a reduced royalty rate of 20% as herein provided, Lessee should drill in good faith and complete the first well as a dry hole on the land covered by this lease, Lessee may receive a three (3) month extension of the term in which to earn a reduced royalty rate by giving notice to the Commissioner of the General Land Office, commencing drilling operations on an additional well prior to the expiration of such three (3) month period and prosecuting diligently and in good faith the drilling of such additional well and completing same so that production in paying quantities is established and so that such production is brought on line and sales thereof are commenced prior to the expiration of such three (3) month extension period.

(ii) In the event production in paying quantities is established pursuant to the terms of this lease and such production is brought on line and sales thereof are commenced after the expiration of twelve (12) months from the effective date hereof but prior to the expiration of twenty-four (24) months from the effective date hereof, the royalty rate provided herein shall be reduced to 22.5% and shall apply to each subsequent well drilled and produced on the land covered by this lease. Provided that, if during such twelve (12) month term during which Lessee may earn a reduced royalty rate of 22.5% as herein provided, Lessee should drill in good faith and complete the first well as a dry hole on the land covered by this lease, Lessee may receive a three (3) month extension of the term in which to earn a reduced royalty rate by giving notice to the Commissioner of the General Land Office, commencing drilling operations on an additional well prior to the expiration of such three (3) month period and prosecuting diligently and in good faith the drilling of such additional well and completing same so that production in paying quantities is established and so that such production is brought on line and sales thereof are commenced prior to the expiration of such three (3) month extension period.

(F) NO DEDUCTIONS: Lessee agrees that all royalties accruing to Lessor under this lease shall be without deduction for the cost of producing, transporting, and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

(G) ROYALTY IN KIND: Notwithstanding anything contained herein to the contrary, Lessor may, at its option, upon not less than 60 days notice to Lessee, require at any time or from time to time that payment of all or any royalties accruing to Lessor under this lease be made in kind without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

(H) **PLANT FUEL AND RECYCLED GAS:** No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding anything contained herein to the contrary, and subject to the consent in writing of the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the leased premises after the liquid hydrocarbons contained in the gas have been removed, and no royalties shall be payable on the gas so recycled until such time as the same may thereafter be produced and sold or used by Lessee in such manner as to entitle Lessor to a royalty thereon under the royalty provisions of this lease.

(I) **MINIMUM ROYALTY:** During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid to Lessor in no event shall be less than an amount equal to the total annual delay rental herein provided; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease a sum equal to the total annual rental less the amount of royalties paid during the preceding year.

5. **ROYALTY PAYMENTS AND REPORTS:** All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, then Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

6. (A) **RESERVES, CONTRACTS AND OTHER RECORDS:** Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of oil and gas reserves underlying this lease or allocable to this lease and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the oil and gas produced on said premises, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.

(B) **DRILLING RECORDS:** Written notice of all operations on this lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above-described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

(C) **PENALTIES:** Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.

7. **RETAINED ACREAGE:** Notwithstanding any provision of this lease to the contrary, after a well producing or capable of producing oil or gas has been completed on the leased premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production thereon.

(A) **VERTICAL:** In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 10 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Natural Resources Code Sections 52.151-52.153, or (3) such

greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency, or other governmental authority having jurisdiction.

(B) HORIZONTAL: In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on each unit retained in Paragraph 7 (A) above, unless on or before two (2) years after the primary or extended term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.

(C) IDENTIFICATION AND FILING: The surface acreage retained hereunder as to each well shall, as nearly as practical, be in the form of a square with the well located in the center thereof, or such other shape as may be approved by the School Land Board. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. The recorded release, or a certified copy of same, shall be filed in the General Land Office, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date the release is filed. If Lessee fails or refuses to execute and record such release or releases within ninety (90) days after being requested to do so by the General Land Office, then the Commissioner at his sole discretion may designate by written instrument the acreage and/or depths to be released hereunder and record such instrument at Lessee's expense in the county or counties where the lease is located and in the official records of the General Land Office and such designation shall be binding upon Lessee for all purposes. If at any time after the effective date of the partial termination provisions hereof, the applicable field rules are changed or the well or wells located thereon are reclassified so that less acreage is thereafter allocated to said well or wells for production purposes, this lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for production purposes.

8. OFFSET WELLS: If oil and/or gas should be produced in commercial quantities from a well located on land privately owned or on State land leased at a lesser royalty, which well is within one thousand (1,000) feet of the area included herein, or which well is draining the area covered by this lease, the Lessee shall, within sixty (60) days after such initial production from the draining well or the well located within one thousand (1,000) feet from the area covered by this lease begin in good faith and prosecute diligently the drilling of an offset well on the area covered by this lease, and such offset well shall be drilled to such depth as may be necessary to prevent the undue drainage of the area covered by this lease, and the Lessee, manager or driller shall use all means necessary in a good faith effort to make such offset well produce oil and/or gas in commercial quantities. Only upon the determination of the Commissioner and with his written approval, may the payment of a compensatory royalty satisfy the obligation to drill an offset well or wells required under this Paragraph.

9. DRY HOLE CLAUSE: If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if at any time after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or, if it be within the primary term, commences or resumes the payment of the annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such annual rental payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises payments may be made in accordance with the shut-in provisions hereof.

10. CESSATION, DRILLING, AND REWORKING: In the event production of oil or gas on the leased premises after once obtained shall cease from any cause at the expiration of the primary term hereof or at any time or times thereafter, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days thereafter, and the lease shall remain in full force and effect so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation; and if such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect so long as oil or gas is produced therefrom in paying quantities or payment of shut-in oil or gas well royalties or compensatory royalties is made as hereinafter provided or as provided elsewhere in the statutes of the State of Texas. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.

11. SHUT-IN ROYALTIES: If at the expiration of the primary term or at any time after the expiration of the primary term a well or wells capable of producing oil or gas in paying quantities are located on the leased premises but oil or gas is not being produced for lack of suitable production facilities or a suitable market and the lease is not being maintained in force and effect, then Lessee may pay as a shut-in oil or gas royalty an amount equal to double the annual rental provided in the lease but not less than \$1,200 a year for each well capable of producing oil or gas in paying quantities; any shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term, (2) 60 days after the lessee ceases to produce oil or gas from the leased premises, or (3) 60 days after lessee completes a drilling and reworking operation in accordance with the lease provisions; whichever date is latest; if the shut-in oil or gas royalty is paid, the lease shall be considered to be a producing lease and the payment shall extend the term of the lease for a period of one year from the end of the primary term or from the first day of the month next succeeding the month in which production ceased and after that if no suitable production facilities or suitable market for the oil or gas exists, Lessee may extend the lease for four additional and successive periods of one year by paying the same amount each year on or before the expiration of the extended term; if, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir or in any case in which drainage is occurring, the right to continue to extend the lease by paying the shut-in

oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid and for four additional and successive periods of one year each by Lessee paying compensatory royalty at the royalty rate provided in the lease of the value at the well of production from the well which is causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises; the compensatory royalty is to be paid monthly to the Commissioner beginning on or before the last day of the month next succeeding the month in which the oil or gas is sold and delivered from the well located within one thousand (1,000) feet of or draining the leased premises and completed in the same reservoir; if the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period; and none of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in N.R.C. Section 52.034; however, at the determination of the Commissioner, and with his written approval, the payment of compensatory royalties shall satisfy the obligation to drill offset wells. (For purposes of determining due dates in accordance with this paragraph, the next succeeding month shall mean the following calendar month, e.g. February shall be considered the month next succeeding the month of January.)

12. EXTENSIONS: If, at the expiration of the primary term of this lease, production of oil or gas has not been obtained on the leased premises but drilling operations are being conducted thereon in good faith and in a good and workmanlike manner, Lessee may, on or before the expiration of the primary term, file in the General Land Office written application to the Commissioner of the General Land Office for a thirty (30) day extension of this lease, accompanied by payment of Three Thousand Dollars (\$3,000.00) if this lease covers six hundred forty (640) acres or less and Six Thousand Dollars (\$6,000.00) if this lease covers more than six hundred forty (640) acres and the Commissioner shall, in writing, extend this lease for a thirty (30) day period from and after the expiration of the primary term and so long thereafter as oil or gas is produced in paying quantities; provided further, that Lessee may, so long as such drilling operations are being conducted make like application and payment during any thirty (30) day extended period for an additional extension of thirty (30) days and, upon receipt of such application and payment, the Commissioner shall, in writing, again extend this lease so that same shall remain in force for such additional thirty (30) day period and so long thereafter as oil or gas is produced in paying quantities; provided, however, that this lease shall not be extended for more than a total of three hundred ninety (390) days from and after the expiration of the primary term unless production in paying quantities has been obtained.

13. USE OF WATER; SURFACE: Lessee shall have the right to use water produced on said land necessary for operations hereunder and solely upon the leased premises; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for water flood operations without the prior written consent of Lessor. Subject to its obligation to pay surface damages, Lessee shall have the right to use so much of the surface of the land that may be reasonably necessary for drilling and operating wells and transporting and marketing the production therefrom, such use to be conducted under conditions of least injury to the surface of the land. Lessee shall pay surface damages in an amount set by the General Land Office fee schedule which is effective on the date when the activity requiring the payment of surface damages occurs.

14. POLLUTION: In developing this area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties.

(A) UPLANDS: Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon.

(B) SUBMERGED LANDS: No discharge of solid waste or garbage shall be allowed into State waters from any drilling or support vessels, production platform, crew or supply boat, barge, jack-up rig or other equipment located on the leased area. Solid waste shall include but shall not be limited to containers, equipment, rubbish, plastic, glass, and any other man-made non-biodegradable items. A sign must be displayed in a high traffic area on all vessels and manned platforms stating, "Discharge of any solid waste or garbage into State Waters from vessels or platforms is strictly prohibited and may subject a State of Texas lease to forfeiture." Such statement shall be in lettering of at least 1" in size.

(C) RIVERS: To the extent necessary to prevent pollution, the provisions found in subsections (a) and (b) of this paragraph shall also apply to rivers and riverbeds.

(D) PENALTY: Failure to comply with the requirements of this provision may result in the maximum penalty allowed by law including forfeiture of the lease. Lessee shall be liable for the damages caused by such failure and any costs and expenses incurred in cleaning areas affected by the discharged waste.

15. IDENTIFICATION MARKERS: Lessee shall erect, at a distance not to exceed twenty-five (25) feet from each well on the premises covered by this lease, a legible sign on which shall be stated the name of the operator, the lease designation and the well number. Where two or more wells on the same lease or where wells on two or more leases are connected to the same tank battery, whether by individual flow line connections direct to the tank or tanks or by use of a multiple header system, each line between each well and such tank or header shall be legibly identified at all times, either by a firmly attached tag or plate or an identification properly painted on such line at a distance not to exceed three (3) feet from such tank or header connection. Said signs, tags, plates or other identification markers shall be maintained in a legible condition throughout the term of this lease.

16. ASSIGNMENTS: The lease may be transferred at any time. All transfers must reference the lease by the file number and must be recorded in the county where the area is located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be filed in the General Land Office within ninety (90) days of the execution date, as provided by N.R.C. Section 52.026, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date of receipt by the General Land Office of such transfer or certified copy thereof. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original lessee or any prior transferee of the lease, including any liabilities to the state for unpaid royalties.

17. **RELEASES:** Lessee may relinquish the rights granted hereunder to the State at any time by recording the relinquishment in the county where this area is situated and filing the recorded relinquishment or certified copy of same in the General Land Office within ninety (90) days after its execution accompanied by the filing fee prescribed by the General Land Office rules in effect on the date of receipt by the General Land Office of such relinquishment or certified copy thereof. Such relinquishment will not have the effect of releasing Lessee from any liability theretofore accrued in favor of the State.

18. **LIEN:** In accordance with N.R.C. Section 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by N.R.C. Section 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court proceedings in the manner provided in the Title 1, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

19. **FORFEITURE:** If Lessee shall fail or refuse to make the payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, the School Land Board, or the Railroad Commission, or refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if Lessee shall knowingly violate any of the material provisions of this lease, or if this lease is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease to the highest bidder, under the same regulations controlling the original sale of leases. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

20. **RIVERBED TRACTS:** In the event this lease covers a riverbed, Lessee is hereby specifically granted the right of eminent domain and condemnation as provided for in N.R.C. Sections 52.092-52.093, as a part of the consideration moving to Lessor for the covenants herein made by Lessee.

21. **APPLICABLE LAWS AND DRILLING RESTRICTIONS:** This lease shall be subject to all rules and regulations, and amendments thereto, promulgated by the Commissioner of the General Land Office governing drilling and producing operations on Permanent Free School Land, payment of royalties, and auditing procedures, and shall be subject to all other valid statutes, rules, regulations, orders and ordinances that may affect operations under the provisions of this lease. Without limiting the generality of the foregoing, Lessee hereby agrees, by the acceptance of this lease, to be bound by and subject to all statutory and regulatory provisions relating to the General Land Office's audit billing notice and audit hearings procedures. Said provisions are currently found at 31 Texas Administrative Code, Chapter 4, and Texas Natural Resources Code Sections 52.135 and 52.137 through 52.140. In the event this lease covers land franchised or leased or otherwise used by a navigation district or by the United States for the purpose of navigation or other purpose incident to the operation of a port, then Lessee shall not be entitled to enter or possess such land without prior approval as provided under Section 61.117 of the Texas Water Code, but Lessee shall be entitled to develop such land for oil and gas by directional drilling; provided, however, that no surface drilling location may be nearer than 660 feet and special permission from the Commissioner of the General Land Office is necessary to make any surface location nearer than 2,160 feet measured at right angles from the nearest bulkhead line or from the nearest dredged bottom edge of any channel, slip, or turning basin which has been authorized by the United States as a federal project for future construction, whichever is nearer.

22. **REMOVAL OF EQUIPMENT:** Upon the termination of this lease for any cause, Lessee shall not, in any event, be permitted to remove the casing or any part of the equipment from any producing, dry, or abandoned well or wells without the written consent of the Commissioner of the General Land Office or his authorized representative; nor shall Lessee, without the written consent of said Commissioner or his authorized representative remove from the leased premises the casing or any other equipment, material, machinery, appliances or property owned by Lessee and used by Lessee in the development and production of oil or gas therefrom until all dry or abandoned wells have been plugged and until all slush or refuse pits have been properly filled and all broken or discarded lumber, machinery, or debris shall have been removed from the premises to the satisfaction of the said Commissioner or his authorized representative.

23. **FORCE MAJEURE:** Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling operations thereon, or from producing oil and/or gas therefrom, after effort made in good faith, by reason of war, rebellion, riots, strikes, fires, acts of God or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended upon proper and satisfactory proof presented to the Commissioner of the General Land Office in support of Lessee's contention and Lessee shall not be liable for damages for failure to comply therewith (except

in the event of lease operations suspended as provided in the rules and regulations adopted by the School Land Board); and this lease shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing oil and/or gas from the leased premises; provided, however, that nothing herein shall be construed to suspend the payment of rentals during the primary or extended term, nor to abridge Lessee's right to a suspension under any applicable statute of this State.

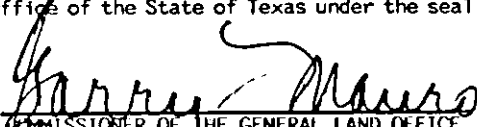

24. RAILROAD COMMISSION HEARINGS ON GAS: No natural gas or casinghead gas, including both associated and non-associated gas, produced from the mineral estate subject to this lease may be sold or contracted for sale to any person for ultimate use outside the State of Texas unless the Railroad Commission of Texas, after notice and hearing as provided in Title 3 of the N.R.C., finds that (a) the person, agency, or entity that executed the lease in question does not require the natural gas or casinghead gas to meet its own existing needs for fuel; (b) no private or public hospital, nursing home, or other similar health-care facility in this State requires the natural gas or casinghead gas to meet its existing needs for fuel; (c) no public or private school in this State that provides elementary, secondary, or higher education requires the natural gas or casinghead gas to meet its existing needs for fuel; (d) no facility of the State or of any county, municipality, or other political subdivision in this State requires the natural gas or casinghead gas to meet its existing needs for fuel; (e) no producer of food and fiber requires the natural gas or casinghead gas necessary to meet the existing needs of irrigation pumps and other machinery directly related to this production; and (f) no person who resides in this State and who relies on natural gas or casinghead gas to provide in whole or part his existing needs for fuel or raw material requires the natural gas or casinghead gas to meet those needs. However, the Railroad Commission of Texas may grant exceptions to these provisions as set forth in N.R.C. Section 52.296.

25. LEASE SECURITY: Lessee shall take the highest degree of care and all proper safeguards to protect said premises and to prevent theft of oil, gas, and other hydrocarbons produced from said lease. This includes, but is not limited to, the installation of all necessary equipment, seals, locks, or other appropriate protective devices on or at all access points at the lease's production, gathering and storage systems where theft of hydrocarbons can occur. Lessee shall be liable for the loss of any hydrocarbons resulting from theft and shall pay the State of Texas royalties thereon as provided herein on all oil, gas or other hydrocarbons lost by reason of theft.

26. REDUCTION OF PAYMENTS: If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board in accordance with Natural Resources Code Sections 52.151-52.153, or if, at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.

27. SUCCESSORS AND ASSIGNS: The covenants, conditions and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators, successors or assigns of Lessee herein.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office of the State of Texas under the seal of the General Land Office, effective this 7th day of April, 1992.


COMMISSIONER OF THE GENERAL LAND OFFICE
OF THE STATE OF TEXAS
APPROVED
Legal
Geology
Executive 

OIL AND GAS LEASE NO. M-94913

DATE 4-7-92 BY MICK

(2)

Garry Mauro
Commissioner
General Land Office



April 22, 1992

Union Pacific Resources Company
801 Cherry Street
Fort Worth, Texas 76101-6803

Attn: Steve Byrom

Gentlemen:

Thank you for your participation in the State of Texas Oil and Gas Lease Sale held on the 7th day of April, 1992. The sale was a tremendous success. You were the high bidder on the marginal number listed below, that has been assigned the corresponding lease number:

MGL NO. 22

M-94913

The lease agreement for this marginal number is enclosed. The lease will serve as your receipt for the amount of your bid. Also, your contractual and statutory responsibilities to the General Land Office are outlined in the lease agreement. Section 6(B) requires operators to submit written notice of all drilling, production, and related activities. More specifically, when a lessee files various forms with the Texas Railroad Commission and the Department of Energy, they are required to submit copies of these forms to the General Land Office. Examples of these forms are:

W-1, Application to Drill, Deepen, or Plug Back with Plat;
W-2, Oil Well Potential Test, Completion or Recompletion Report and Log;
W-3, Plugging Record;
G-1, Gas Well Back Pressure Test, Completion/Recompletion Report and Log;
G-5, Gas Well Classification Report;
G-10, Gas Well Status Report;
W-10, Oil Well Status Report;
W-12, Inclination Report;
Electrical Logs (any scale and within fifteen (15) days after they are made);
Directional Surveys;
P-12, Certificate of Pooling Authority
F-1, NGPA Supplemental Application; and
FERC-121, Application for Determination


When production is secured from this lease(s) it is required that monthly production/royalty reports (GLO Forms 1,1a,2,2a) be submitted to the General Land Office outlining production/disposition activities for the month. If you are not familiar with the required forms and procedures, please call the Royalty Management and Compliance Division of the General Land Office at (512)463-5042 and request the Oil and Gas reports and payments procedures booklet.

Lessees should contact the coding agency of the General Land Office Resource Management Division for updates and any additional information prior to drilling.

Your cooperation in complying with the reporting requirements outlined above will be greatly appreciated, and will contribute to the General Land Office's efforts to effectively manage the State of Texas' oil and gas resources. Failure to comply with these requirements will subject your lease to possible forfeiture.

Please do not hesitate to contact my office at (512)463-5022 if you need any assistance in the future, or if you have questions concerning the State lease that you operate.

Sincerely,


Garry Mauro

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 463-5256

#2127

DO NOT DESTROY

GLO-36-10-84

-MEMO-

4111-51777

Operator Union Pacific Resources

Unit Name Sec Yegua Unit # 1

County Brazos / Burleson

Effective Date 03

Unitized for: Oil Gas Oil & Gas

1. M.F. No. 094913

Area Uplands Tr. 4

Sec. Blk. Survey

14.71
640.00 x 1/5 = .4597 %
.022984 .20000 .004597

2. M.F. No. 095040

Area uplands Tr. 5

Sec. Blk. Survey

39.01
640.00 x 1/5 = 1.2191 %
.060953 .20000 .012191

3. M.F. No.

Area Tr.

Sec. Blk. Survey

 x = %

4. M.F. No.

Area Tr.

Sec. Blk. Survey

 x = %

REMARKS: Keep MS 9-28-00

016789

PERMANENT

POOLING COMMITTEE REPORT

TO: SCHOOL LAND BOARD
 DATE: November 3, 1992
 OPERATOR: Union Pacific Resources Co. COUNTY: Brazos/Burleson
 UNIT NAME: See-Yegua Unit No. 1 FIELD: Giddings
 (Austin Chalk-3)

STATE LEASE(S) IN UNIT

Lease *Type	State Number	State Royalty	Expiration Date	Term Year	Acres Acres	Acres In Unit	Lessee of Record
SF	M-95040	1/4 **	8-5-94	2	550	39.01	UPRC
SF	M-94913	1/4 **	4-7-95	3	29	14.71	UPRC

** Subject to Reduced Royalty Provision in lease

- * RAL = Relinquishment Act
- * SF = State Fee
- * FR = Free Royalty

PRIVATE ACRES: 586.28
 STATE ACRES: 53.72
 TOTAL UNIT ACRES: 640.00

Unitized for: Oil _____ Gas _____ Both x
 Depth(s): See Remarks
 Formation: See Remarks
 Well Location: State Land _____ Private Land x

Participation: Basis See Remarks
 State Acreage 8.39%
 State Unit Royalty 1.68%
 Railroad Commission Rules: Spacing 640 Acres
 Acreage Factor 100%

Agree to drill to density of field rules: Yes x No _____
 Holds only acreage included in the unit past primary term: Yes x No _____
 Satisfactory geological data furnished: Yes x No _____

REMARKS:


- . Union Pacific Resources Company is requesting permanent oil and gas pooling of the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 10,603 feet to 11,008 feet as shown on the Clayton Williams, Jr. Hal Christopher Well #1.
- . The applicant has drilled a horizontal gas well in the Austin Chalk Formation. The well was completed September 9, 1992. The well was tested showing a potential to produce 8997 mcf and 625.8 bbls per day.
- . Union Pacific Resources Company has met the six and twelve month drilling obligations of both leases, M-95040 and M-94913 respectively; and has earned the reduced royalty rate from 25% to 20%.
- . The State will participate from the first date of production.
- . Horizontal severance is effective 2 years after the end of the primary or extended term as provided in the lease.

POOLING COMMITTEE RECOMMENDATION:

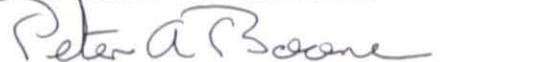
- . The Pooling Committee recommends Board approval as requested by the applicant.



Susan D. Albers



Priscilla M. Hubenak



Peter A. Boone

M-95040

O&G LEASE No. M-95040 39.01 AC IN UNIT

BRAZOS RIVER

M-94913

9.53 AC IN UNIT

200' WIDE
LEVEE TRACT
BURLESON COUNTY
IMPROVEMENT DISTRICT
NO. 1
40/103-104

5.18 AC IN UNIT

SEE-YEGUA UNIT No. 1
BOTTOM LOCATION

UNION PACIFIC RESOURCES COMPANY
SEE-YEGUA UNIT No. 1
SURFACE LOCATION ELEV-209'

640.00
ACRE
UNIT

WM. McWILLIAMS A-39

ALFRED KENNON A-32



Union Pacific Resources Company
See-Yegua Unit No.1
M-94913, M-95040
Burleson & Brazos Counties

④ M-94913

Pooling Committee Report
FILED: 1-19-93

POOLING AGREEMENT
UNION PACIFIC RESOURCES COMPANY
SEE-YEGUA UNIT NO. 1
BRAZOS AND BURLISON COUNTIES, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Union Pacific Resources Company, herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES:

1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION:

2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED:

3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 10,603 feet to 11,008 feet as shown on the Clayton Williams, Jr. Hal Christopher Well #1 ("Unitized interval").

POOLING AND EFFECT:

4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "A", for and during the term hereof, so that such pooling or unitization shall have the following effect:

- (a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.
- (b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom.
- (e) A shut-in oil or gas well located upon any lease included within said unit shall be considered as a shut-in oil or gas well located upon each lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms

of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners or otherwise diminished by reason of this Agreement.

- (f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.
- (g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 640 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.
- (h) This Agreement shall not relieve Lessee from the duty of protecting the above described leases from drainage from any well situated on privately owned land, but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.
- (i) There shall be no obligation to drill internal offset to any other well on separate tracts within the unit, nor to develop the tracts separately, as to the pooled mineral except as provided herein.
- (j) Should this Agreement terminate for any cause, in whole or in part, the leases and other contracts affecting the lands within the unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of this Agreement.

ALLOCATION OF PRODUCTION:

5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND:

6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

FULL MARKET VALUE:

7.

In the event the State does not elect to take its royalty in kind, the State shall receive full market value for its royalty hereunder, such value to be determined as follows:

- (a) As to royalty on oil by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or (2) the highest market price thereof offered or paid for the field where produced and when run, or (3) gross proceeds of the sale thereof, whichever is the greater;

(b) As to royalty on gas, such value to be based on (1) the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or (2) the gross price paid or offered to the producer, whichever is the greater.

(For the purposes of this Agreement "field" means the general area in which the lands covered hereby are located.)

EFFECTIVE DATE: 8.

Upon execution by the Commissioner of the General Land Office of the State of Texas this agreement shall become effective as of November 3, 1992, or from the date the pooled mineral is first produced, whichever date is sooner.

TERM: 9.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof which are contained in any State lease covered by this Agreement.

STATE LAND: 10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Brazos and Burleson Counties County, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production.

COUNTERPARTS: 12.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed 12-31-92

Legal *[Signature]*
Geology *[Signature]*
Execution *[Signature]*

STATE OF TEXAS

By *Garry Mauro*
Garry Mauro, Commissioner
of the General Land Office

Date Executed _____

UNION PACIFIC RESOURCES COMPANY

By *Carolyn J David* *[Signature]*
Its Attorney-in-Fact

ATTEST:

CERTIFICATE

I, Linda K. Fisher, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 3rd day of November, 1992, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 15th day of December, 1992.

Linda K. Fisher
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me on November 10, 1992, by Carolyn J. David as Attorney-in-fact of Union Pacific Resources Company, a Delaware corporation, on behalf of said corporation.



Leigh M. Kauffman
Notary Public in and for the
State of Texas
Commission expires: 3/11/95

Date Executed November 12, 1992

Attest

SINCLAIR OIL CORPORATION
By *Kenneth T. Smith*
Its Kenneth T. Smith, Vice President *JKY*

Date Executed _____

Attest

TORCH ENERGY ASSOCIATES

By _____
Its _____

Date Executed _____

Attest

NUEVO ENERGY COMPANY

By _____
Its _____

STATE OF Colorado
COUNTY OF Denver

This instrument was acknowledged before me on the 12th day of November, 1992, by Kenneth T. Smith, the Vice President of SINCLAIR OIL CORPORATION, a Wyoming corporation, on behalf of said corporation.



[Signature]
Notary Public in and for the
State of Colorado
My commission expires: 10-29-96

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1992, by _____, the _____ of TORCH ENERGY ASSOCIATES, a _____ corporation, on behalf of said corporation.

Notary Public in and for the
State of _____
My commission expires: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1992, by _____, the _____ of NUEVO ENERGY COMPANY, a _____ corporation, on behalf of said corporation.

Notary Public in and for the
State of _____
My commission expires: _____

Law Department Approved
DESUNIT.O&G

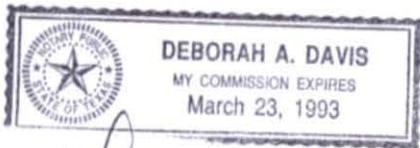
STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1992, by _____, the _____ of SINCLAIR OIL CORPORATION, a _____ corporation, on behalf of said corporation.

Notary Public in and for the
State of _____
My commission expires: _____

STATE OF Texas
COUNTY OF Harris

This instrument was acknowledged before me on the 20th day of November, 1992, by Matthew S. Remy the V.P. of TORCH ENERGY ASSOCIATES, a _____ corporation, on behalf of said corporation.



Deborah A. Davis
Notary Public in and for the
State of Texas
My commission expires: 3-23-93

STATE OF Texas
COUNTY OF Harris

This instrument was acknowledged before me on the 20th day of November, 1992, by Matthew S. Remy, the Sp. V.P. - Land of NUEVO ENERGY COMPANY, a Delaware corporation, on behalf of said corporation.



Deborah A. Davis
Notary Public in and for the
State of Texas
My commission expires: 3-23-93

Law Department Approved
DESUNIT.O&G

Date Executed _____

Attest


SINCLAIR OIL CORPORATION

By _____
Its _____

Date Executed _____

Attest

TORCH ENERGY ASSOCIATES

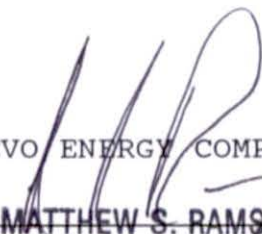
By 
Its **MATTHEW S. RAMSEY**
Vice President

Approval


Date Executed _____

Attest

NUEVO ENERGY COMPANY

By 
Its **MATTHEW S. RAMSEY**
Senior Vice President - Land


Approval


Exhibit "A"

Attached to and made a part of that certain "Pooling Agreement"
dated _____, 1992.

Lessor: Edward C. See, et ux
Lessee: Union Pacific Resources Company
Dated: July 11, 1990
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 170, Page 42

Lessor: Yegua Properties, Ltd.
Lessee: Union Pacific Resources Company
Dated: October 12, 1990
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 177, Page 79

Lessor: John Wm. See
Lessee: Union Pacific Resources Company
Dated: October 4, 1991, effective April 1, 1992
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 194, Page 801

* Lessor: State of Texas, M-94913
Lessee: Union Pacific Resources Company
Dated: April 7, 1992
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 204, Page 42

* Lessor: State of Texas, M-95040
Lessee: Union Pacific Resources Company
Dated: August 4, 1992
Filed: Oil and Gas Lease Records of Burleson County, Texas
Recorded: Volume 207, Page 313
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1612, Page 219

Exhibit B

Attached to and made a part of that certain "Pooling Agreement" dated _____, 1992.

FIELD NOTES

SEE-YEGUA UNIT No.1
640.00 ACRE UNIT

Being 640.00 acres of land out of the Alfred Kennon Survey, Abstract No. 32 in Burleson County, Texas and out of the Brazos River in Burleson County, Texas and Brazos County, Texas; being 405.12 acres of land out of that certain tract of land described as Tract 2, conveyed to Dee S. Osborne, Trustee, by deed recorded in Volume 224, Page 598; being 176.35 acres of land out of that certain tract of land conveyed to John W. See, et ux by deed recorded in Volume 153, Page 593; being 4.81 acres of land out of that certain tract of land conveyed to Edward C. See, et ux, by deed recorded in Volume 153, Page 591; being 14.71 acres of land out of those certain tracts of land conveyed to Burleson County Improvement District No. 1, by deeds recorded in Volume 40, Pages 103 and 104, all in the Deed Records of Burleson County, Texas; being 39.01 acres of land located within the banks of the Brazos River, and being more particularly described as follows:

BEGINNING at an iron rod found at a post for the east corner of that certain tract of land described as Tract 1, in said deed recorded in Volume 224, Page 598, in the northwest line of said Tract 2 recorded in Volume 224, Page 598;

THENCE N 44°21'42" E, along the northwest line of said Tract 2, a distance of 4892.04 feet to a point for the north corner of the herein described unit on the east bank of the Brazos River;

THENCE along the east bank of the Brazos River the following seven (7) courses and distances:

- 1) S 42°24'25" E, 231.34 feet,
- 2) S 43°22'50" E, 830.01 feet,
- 3) S 42°18'10" E, 453.32 feet,
- 4) S 48°48'28" E, 658.01 feet,
- 5) S 56°05'49" E, 763.11 feet,
- 6) S 63°30'19" E, 632.91 feet,
- 7) S 63°32'57" E, 336.45 feet to a point for the east corner of the herein described unit;

1 of 2

LIMITED TO THE AUSTIN CHALK FORMATION, as found between 10,603 feet and 11,008 feet in the Clayton Williams, Jr. Hal Christopher #1 Well, which is located 5721 feet from the NW line and 3176 feet from the NE line of the A. Kennon Survey, A-52, Burleson County, Texas

THENCE S 43°51'10" W, a distance of 2355.43 feet to a point for corner in the northwest line of said Edward C. See, et ux tract;

THENCE along the southwest line of that certain tract of land described in Volume 40, Page 104, the following two (2) courses and distances:

- 1) S 24°52'33" E, 37.62 feet,
- 2) S 26°20'34" E, 327.90 feet to a point for corner;

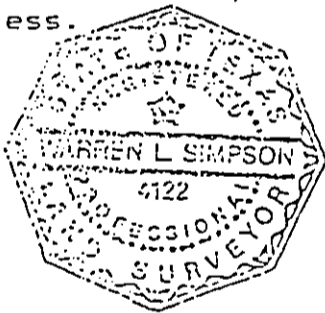
THENCE traversing the interior of said Edward C. See, et ux, and John W. See, et ux, tracts, the following two courses and distances:

- 1) S 61°15'31" W, 2196.69 feet to a point for an interior ell corner,
- 2) S 28°44'29" E, 328.59 feet to a point for corner in the northwest line of said Edward C. See, et ux, tract;

THENCE S 43°51'10" W, along the northwest line of said Edward C. See, et ux, tract, a distance of 3702.05 feet to a point for the south corner of the herein described unit;

THENCE N 22°31'20" W, traversing the interior of said John W. See, et ux tract and said Tract 2, a distance of 4236.63 feet to a point for the west corner of the herein described unit:

THENCE N 43°31'24" E, a distance of 1420.68 feet to the PLACE OF BEGINNING, and containing 640.00 acres of land, more or less.



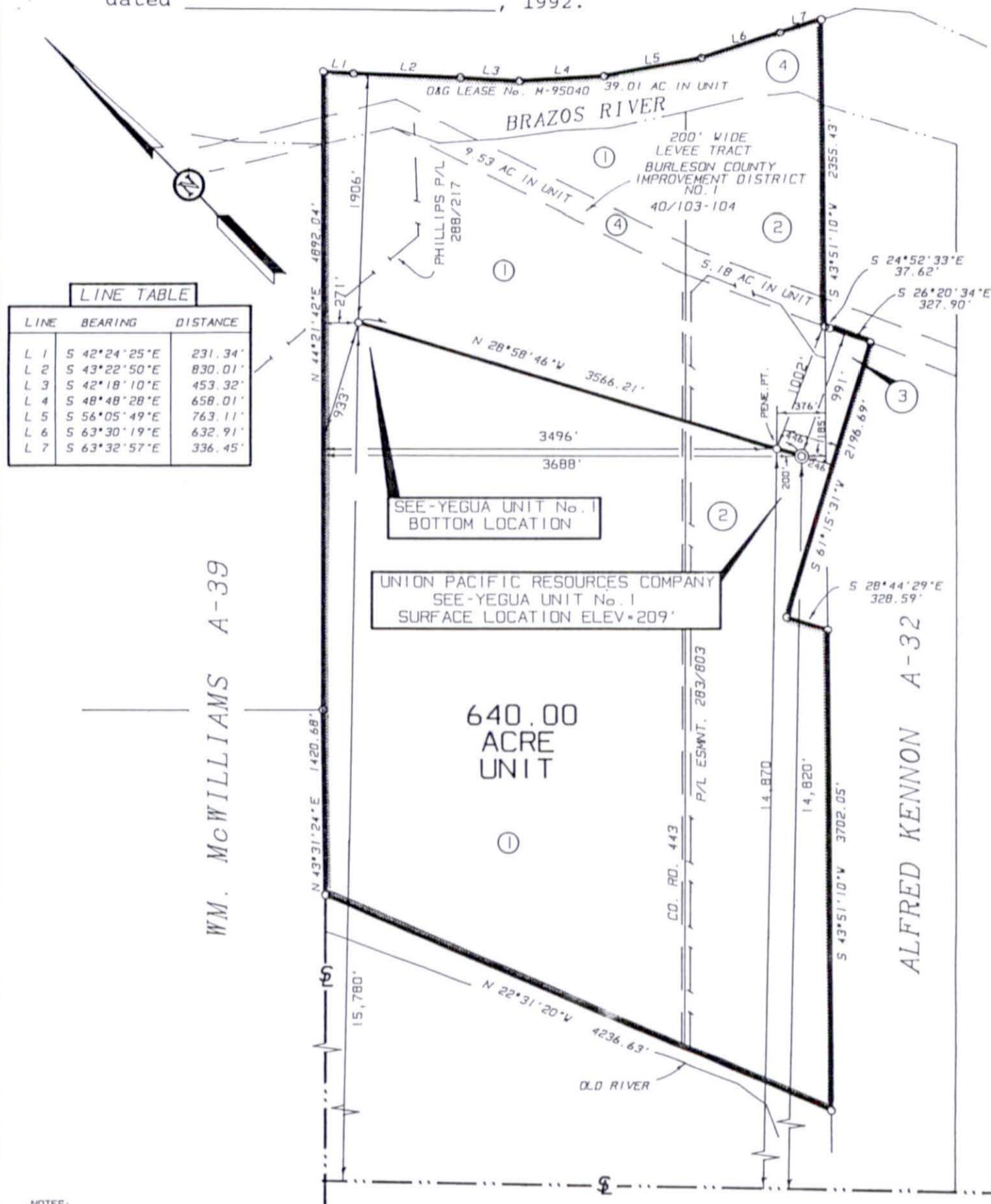
Warren L. Simpson
Warren L. Simpson

Registered Professional Land Surveyor No. 4122
September 22, 1992

2 of 2

LIMITED TO THE AUSTIN CHALK FORMATION, as found between 10,603 feet and 11,008 feet in the Clayton Williams, Jr. Hal Christopher #1 Well, which is located 5721 feet from the NW line and 3176 feet from the NE line of the A. Kennon Survey, A-32, Burleson County, Texas.

Attached to and made a part of that certain "Pooling Agreement" dated _____, 1992.



LINE TABLE

LINE	BEARING	DISTANCE
L 1	S 42°24'25"E	231.34'
L 2	S 43°22'50"E	830.01'
L 3	S 42°18'10"E	453.32'
L 4	S 48°48'28"E	658.01'
L 5	S 56°05'49"E	763.11'
L 6	S 63°30'19"E	632.91'
L 7	S 63°32'57"E	336.45'

WM. McWILLIAMS A-39

ALFRED KENNON A-32

640.00
ACRE
UNIT

NOTES:

- 1) BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION
- 2) WELL IS LOCATED 7.7 MILES EAST SOUTHEAST OF SNOOK, TEXAS
- 3) _____ INDICATES LIMITS OF UNIT
- 4) EASEMENT RECORDED IN VOL. 284/PG 913 IS A BLANKET EASEMENT TO WESCO PIPELINE CO.
- 5) EASEMENT RECORDED IN VOL. 98/PG 360 IS A HIGHWAY EASEMENT TO THE STATE OF TEXAS AND DOES NOT AFFECT THIS UNIT
- 6) EASEMENT RECORDED IN VOL. 288/PG. 217 TO WESCO PIPELINE CO. IS TOO VAGUE FOR ACCURATE LOCATION
- 7) EASEMENT RECORDED IN VOL. 313/PG 234 TO CLAJON GAS CO. DOES NOT AFFECT THIS UNIT
- 8) EASEMENT RECORDED IN VOL. 403/PG 162 IS A BLANKET EASEMENT TO BLUEBONNET ELECTRIC

SEE-YEGUA UNIT No. 1

TRACT	ACRES IN UNIT	DESCRIPTION	DEED RECORDS VOL/PG
1	405.12	YEGUA PROPERTIES, LTD.	224/598 TRACT 2
2	176.35	JOHN WM. SEE	153/593
3	4.81	EDWARD C. SEE, et ux	153/591
4	53.72	STATE OF TEXAS	40/103 40/104 O&G LEASE No. M-95040
640.00 ACRES TOTAL IN UNIT			

SURVEYED MAY 20, 1992

REVISED JUNE 9, 1992 (MOVE SURFACE LOCATION & EASEMENTS)

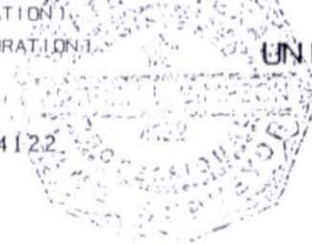
REVISED JUNE 30, 1992 (REVERSE S/L AND BHL AND UNIT CONFIGURATION)

REVISED JULY 10, 1992 (MOVE SURFACE LOCATION)

REVISED SEPTEMBER 22, 1992 (UNIT CONFIGURATION)

Warren L. Simpson

WARREN L. SIMPSON R.P.L.S. No. 4122
7701 CAMERON ROAD SUITE No. 108
AUSTIN TEXAS 78752
PHONE (512) 452-1513



UNION PACIFIC RESOURCES COMPANY
SEE-YEGUA UNIT No. 1
ALFRED KENNON SURVEY, A-32
BURLESON COUNTY, TEXAS
SCALE 1" = 1000'

⑤ M-94913

Pooling Agreement
FILED: 1-19-93

LESSOR: ST OF TX M-94913

Union Pacific Resources

FORM LND-37-1
(01-89)

IF CORRESPONDENCE IS REQUIRED, PLEASE
MAKE REFERENCE TO THE LEASE NUMBER BELOW

121221

LEASE DATE	STATE	COUNTY OR PARISH	RECORDING	FOR PERIOD		ETY.	COMPANY LEASE NUMBER
				MOS.	BEGINNING		
04/07/92	TX	BURLESON	V204 P42	12	04/07/93	01	TX2 45524

FOR CREDIT TO

AMOUNT

ST OF TX M-94913
STEPHEN F AUSTIN BLDG

1700 NORTH CONGRESS AVE
AUSTIN TX 78701

X-

\$145.00

93038919

121



PLEASE SIGN THE RECEIPT COPY AND RETURN
DETACH STATEMENT BEFORE DEPOSITING

⑥ M-94913
Rental Payment
3-5-93

RECEIVED



TEMPORARY

POOLING COMMITTEE REPORT

TO: SCHOOL LAND BOARD

DATE: February 16, 1993

OPERATOR: Union Pacific Resources Co. COUNTY: Brazos & Burleson

UNIT NAME: See-Huggins Unit No. 1 FIELD: Clay, NE
(Austin Chalk 11350)

STATE LEASE(S) IN UNIT

Lease *Type	State Number	State Royalty	Expiration Date	Term Year	Acres	Acres In Unit	Lessee of Record
SF	M-95040	1/4 **	8-4-94	2	550	92.07	UPRC
SF	M-94913	1/4 **	4-7-95	3	29	10.11	UPRC

- * RAL = Relinquishment Act
- * SF = State Fee
- * FR = Free Royalty

PRIVATE ACRES: 537.82

STATE ACRES: 102.18

TOTAL UNIT ACRES: 640.00

Unitized for: Oil _____ Gas _____ Both x

Depth(s): See Remarks

Formation: See Remarks

Well Location: State Land _____ Private Land x

Participation: Basis See Remarks

State Acreage 15.966%

State Unit Royalty 3.193%

Railroad Commission Rules: Spacing 778.98 Acres Acreage Factor 82.16%

Agree to drill to density of field rules: Yes x No _____

Holds only acreage included in the unit past primary term: Yes x No _____


Satisfactory geological data furnished: Yes x No _____

REMARKS:


- . Union Pacific Resources Company is requesting six month temporary oil and gas pooling to all depths.
- . The applicant spudded the proposed unit well on January 13, 1993. The proposed horizontal length is 3,824.86 feet. The operator plans on completing a horizontal gas well in the Austin Chalk Formation.
- . If the unit is approved, the applicant will earn a royalty reduction to 20%, making the State's unit royalty participation 3.193%.
- . Horizontal severance is effective 2 years after the primary or extended term as provided in the lease agreement.
- . APPROVAL BY THE SCHOOL LAND BOARD IN NO WAY RATIFIES ANY OF THE STATE LEASES INCLUDED IN THIS PROPOSED UNIT.

POOLING COMMITTEE RECOMMENDATION:

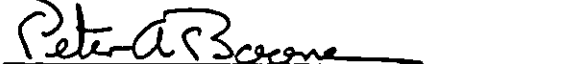
- . The Pooling Committee recommends Board approval of a six month temporary unit, under the provisions set out above.



Susan D. Albers



Priscilla M. Hubenak



Peter A. Boone

⑦ M-94913

Pooling Committee Rpt.
FILED: 4-8-93

TERM POOLING AGREEMENT
UNION PACIFIC RESOURCES COMPANY
SEE-HUGGINS UNIT NO. 1
BRAZOS AND BURLESON COUNTIES, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Union Pacific Resources Company, herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES:

1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION:

2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED:

3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to all depths underlying the surface boundaries of the pooled unit ("unitized interval").

POOLING AND EFFECT:

4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

- (a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.
- (b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom.
- (e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State

lease shall not be shared with other royalty owners or otherwise diminished by reason of this Agreement.

- (f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.
- (g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 640 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.
- (h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.
- (i) There shall be no obligation to drill internal offset to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral except as provided herein.
- (j) Should this Agreement terminate for any cause, in whole or in part, the leases and other contracts affecting the lands within the unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of this Agreement.

ALLOCATION OF PRODUCTION:

5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND:

6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

FULL MARKET VALUE:

7.

In the event the State does not elect to take its royalty in kind, the State shall receive full market value for its royalty hereunder, such value to be determined as follows:

- (a) As to royalty on oil by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or (2) the highest market price thereof offered or paid for the field where produced and when run, or (3) gross proceeds of the sale thereof, whichever is the greater;

- (b) As to royalty on gas, such value to be based on (1) the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or (2) the gross price paid or offered to the producer, whichever is the greater.

(For the purposes of this Agreement "field" means the general area in which the lands covered hereby are located.)

EFFECTIVE DATE: 8.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of February 16, 1993, such that the State will participate in the production from the Unit well from the date the pooled mineral is first produced.

TERM: 9.

Unless this agreement expires earlier pursuant to the terms of the respective leases included as a part of this Agreement, this Agreement shall expire on August 16, 1993. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof which are contained in any State lease covered by this Agreement.

STATE LAND: 10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Brazos and Burleson Counties County, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production.

RATIFICATION/WAIVER: 12.


Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; or (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest.

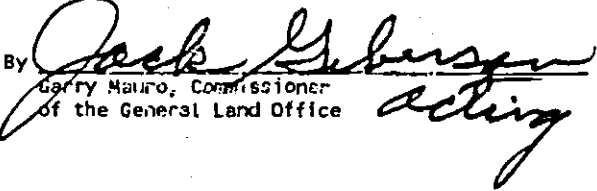
COUNTERPARTS: 13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed 3/31/93

Legal
Geology
Execution 

STATE OF TEXAS
By 
Garry Mauro, Commissioner
of the General Land Office *acting*

Date Executed FEBRUARY 26, 1993

UNION PACIFIC RESOURCES COMPANY

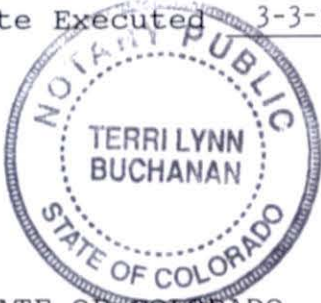
By Carolyn J. David

Its ATTORNEY IN FACT

gc
JB
AP

ATTEST:

Date Executed 3-3-93



SINCLAIR OIL CORPORATION

By *Kenneth T. Smith*
Kenneth T. Smith
Its Vice President

gms

STATE OF ~~COLORADO~~
COUNTY OF DENVER

This instrument was acknowledged before me on the 3rd day of March, 1993, by Kenneth T. Smith, the Vice President of SINCLAIR OIL CORPORATION, a Wyoming corporation, on behalf of said corporation.

Terrilyn Buchanan
Notary Public in and for the
State of Colorado
My commission expires: 10-29-96

Date Executed March 8, 1993

TORCH ENERGY ASSOCIATES

By [Signature]

Its MATTHEW S. RAMSEY
Vice President

Approval
[Signature] [Signature]

Date Executed March 8, 1993

NUEVO ENERGY COMPANY

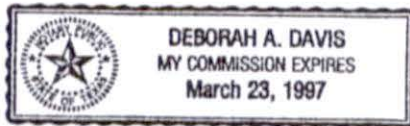
By [Signature]

Its MATTHEW S. RAMSEY
Senior Vice President-Land

Approval
[Signature] [Signature]

STATE OF TEXAS
COUNTY OF HARRIS

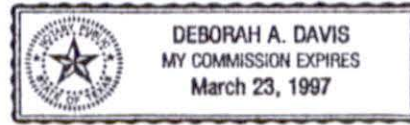
This instrument was acknowledged before me on the 8th day of March, 1993, by MATTHEW S. RAMSEY, the VP of TORCH ENERGY ASSOCIATES, a Texas Limited Partnership, on behalf of said partnership.



Deborah A. Davis
Notary Public in and for the
State of Texas
My commission expires: 3-23-97

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 8th day of March, 1993, by MATTHEW S. RAMSEY, the SE. V.P. - LAND of NUEVO ENERGY COMPANY, a Delaware corporation, on behalf of said corporation.



Deborah A. Davis
Notary Public in and for the
State of Texas
My commission expires: 3-23-97

CERTIFICATE

I, Linda K. Fisher, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 16th day of February, 1993, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 30th day of March, 1993.

Linda K. Fisher
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on February 26, 1993, by Casole J. Davis as Attorney-in-fact of Union Pacific Resources Company, a Delaware corporation, on behalf of said corporation.

Leigh M. Kauffman
Notary Public in and for the
State of Texas
Commission expires: _____

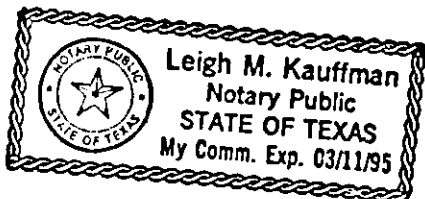


Exhibit "A"

Attached to and made a part of that certain "Term Pooling Agreement, Union Pacific Resources Company, See-Huggins Unit No. 1, Brazos and Burleson Counties, Texas".

Lease #: TX1-41922(1)
Lessor: Samuel W. Rizzo
Lessee: Union Pacific Resources Company
Dated: July 31, 1990
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 174, Page 249

Lease #: TX1-41922(2)
Lessor: Edgar C. Griffin
Lessee: Union Pacific Resources Company
Dated: July 31, 1990
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 171, Page 462

Lease #: TX1-41922(3)
Lessor: Budnik-Fritcher Joint Venture
Lessee: Union Pacific Resources Company
Dated: September 21, 1990
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 173, Page 253

Lease #: TX1-41922(4)
Lessor: Budnik-Fritcher Joint Venture
Lessee: Union Pacific Resources Company
Dated: October 5, 1990
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 174, Page 83

Lease #: TX1-41922(5)
Lessor: James B. Wyrick, et ux, Pat J. Wyrick
Lessee: Union Pacific Resources Company
Dated: October 5, 1990
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 174, Page 283

Lease #: TX1-41922(6)
Lessor: Wm. O. Huggins, III
Lessee: Union Pacific Resources Company
Dated: August 21, 1990
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 171, Page 483

Lease #: TX1-41922(7)
Lessor: Henry A. Ondrasek, et ux, Kerry Ondrasek
Lessee: Union Pacific Resources Company
Dated: January 29, 1992
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 198, Page 835

Lease #: TX1-41922(8)
Lessor: Frances Jewell Willis
Lessee: Union Pacific Resources Company
Dated: February 4, 1992
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 198, Page 831

Lease #: TX1-41922(9)
Lessor: Gary Smith
Lessee: Union Pacific Resources Company
Dated: October 21, 1992
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 209, Page 519

Lease #: TX1-41922(10)
Lessor: Preston Smith
Lessee: Union Pacific Resources Company
Dated: October 21, 1992
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 209, Page 515

Lease #: TX1-41922(11)
Lessor: Henry A. Ondrasek, et ux, Kerry Ondrasek
Lessee: Union Pacific Resources Company
Dated: October 22, 1992
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 209, Page 517

Lease #: TX1-41922(12)
 Lessor: Willis Gilliam, et ux, Shirley Gilliam
 Lessee: Union Pacific Resources Company
 Dated: October 19, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 209, Page 521

Lease #: TX1-41922(14)
 Lessor: Robert L. Earle, et ux, Billie Earle
 Lessee: Union Pacific Resources Company
 Dated: October 28, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 209, Page 655

Lease #: TX1-41922(15)
 Lessor: Raymond Murphy, a single man, Individually and as Custodian for Douglas John English, minor under the Texas Uniform Gifts to Minors Act
 Lessee: Union Pacific Resources Company
 Dated: October 21, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 209, Page 747

Lease #: TX1-41922(16)
 Lessor: Alphonse Budnik, Jr., et ux, Mary Frances Budnik David Lawrence Hodges, et ux, Theresa V. Hodges
 Lessee: Union Pacific Resources Company
 Dated: October 23, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 209, Page 653

Lease #: TX1-41922(17)
 Lessor: Burney Gerland and Gene Gerland
 Lessee: Union Pacific Resources Company
 Dated: October 19, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 209, Page 657

Lease #: TX1-41922(18)
 Lessor: Budnik-Fritcher Joint Venture
 Lessee: Union Pacific Resources Company
 Dated: October 20, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 209, Page 659

Lease #: TX1-41922(19)
 Lessor: Smith Myers, et ux, Betty Myers
 Lessee: Union Pacific Resources Company
 Dated: October 26, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 209, Page 742

Lease #: TX1-41922(20)
 Lessor: Charles Ray Horn, et ux, Mary C. Horn
 Lessee: Union Pacific Resources Company
 Dated: October 22, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 209, Page 740

Lease #: TX1-41922(21)
 Lessor: Douglas Spikes, et ux, Vancy Spikes
 Lessee: Union Pacific Resources Company
 Dated: October 30, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 209, Page 738

Lease #: TX1-41922(22)
 Lessor: Billy Lehde, et ux, Gloria Lehde
 Lessee: Union Pacific Resources Company
 Dated: October 28, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 209, Page 787

Lease #: TX1-41922(23)
 Lessor: Wesley Westerfeld, et ux, Carol Westerfeld
 Lessee: Union Pacific Resources Company
 Dated: October 28, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 210, Page 126

Lease #: TX1-41922(24)
 Lessor: John R. Koonce, et ux, Joni Koonce
 Lessee: Union Pacific Resources Company
 Dated: October 26, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 210, Page 128

Lease #: TX1-41923(1)
 Lessor: Samuel W. Rizzo
 Lessee: Union Pacific Resources Company
 Dated: August 28, 1990
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 174, Page 257

Lease #: TX1-41923(2)
 Lessor: Charles J. Sebesta, Jr., et ux, Jane M. Sebesta
 Lessee: Union Pacific Resources Company
 Dated: August 16, 1990
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 174, Page 224

Lease #: TX1-41923(3)
 Lessor: Wm. O. Huggins, III
 Lessee: Union Pacific Resources Company
 Dated: August 21, 1990
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 171, Page 491

Lease #: TX1-41923(4)
 Lessor: Edgar C. Griffin
 Lessee: Union Pacific Resources Company
 Dated: August 28, 1990
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 171, Page 466

Lease #: TX1-41925(1)
 Lessor: Samuel W. Rizzo
 Lessee: Union Pacific Resources Company
 Dated: July 27, 1990
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 174, Page 241

Lease #: TX1-41925(2)
 Lessor: Wm. O. Huggins, III
 Lessee: Union Pacific Resources Company
 Dated: August 21, 1990
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 171, Page 475

Lease #: TX1-41925(3)
 Lessor: Edgar C. Griffin
 Lessee: Union Pacific Resources Company
 Dated: July 27, 1990
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 171, Page 454

Lease #: TX1-41925(4)
 Lessor: Darrell Wayne Chmelar, et ux, Lori Ann Chmelar
 Lessee: Union Pacific Resources Company
 Dated: February 20, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Memorandum Recorded: Volume 200, Page 172

Lease #: TX1-41926(1)
 Lessor: Samuel W. Rizzo
 Lessee: Union Pacific Resources Company
 Dated: July 27, 1990
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 174, Page 245

Lease #: TX1-41926(2)
 Lessor: Charles Ray Conner, Jr., et ux, Laurie Conner
 Lessee: Union Pacific Resources Company
 Dated: July 27, 1990
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 170, Page 35

Lease #: TX1-41926(4)
 Lessor: Edgar C. Griffin
 Lessee: Union Pacific Resources Company
 Dated: July 27, 1990
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 171, Page 458

Lease #: TX1-41926(5)
Lessor: Wm. O. Huggins, III
Lessee: Union Pacific Resources Company
Dated: October 4, 1991
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 193, Page 495

Lease #: TX1-42169
Lessor: Edward C. See, et ux, Mary Louise See
Lessee: Union Pacific Resources Company
Dated: July 11, 1990
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 170, Page 42

Lease #: TX1-43437
Lessor: John Wm. See
Lessee: Union Pacific Resources Company
Dated: October 4, 1991
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 194, Page 801

Lease #: TX2-45524
Lessor: State of Texas
Lessee: Union Pacific Resources Company
Dated: April 7, 1992
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 204, Page 42

Lease #: TX2-46248
Lessor: State of Texas
Lessee: Union Pacific Resources Company
Dated: August 4, 1992
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 207, Page 313
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1612, Page 219

Exhibit "B"

Attached to and made a part of that certain "Term Pooling Agreement, Union Pacific Resources Company, See-Huggins Unit No. 1, Brazos and Burleson Counties, Texas".

FIELD NOTES

SEE - HUGGINS UNIT NO. 1
640.00 ACRE UNIT

Being 640.00 acres of land out of the Alfred Kennon Survey, Abstract No. 32 in Burleson County, Texas and out of the Brazos River in Burleson County, Texas and Brazos County, Texas; being 114.88 acres of land out of that certain tract of land, conveyed to Edward C. See, et ux, by deed recorded in Volume 153, Page 591; being 76.43 acres of land conveyed to Charles Ray Conner, Jr., by deed recorded in Volume 386, Page 151; being 14.94 acres of land conveyed to James B. Wyrick, et ux, by deed recorded in Volume 369, Page 673; being 100.40 acres of land out of that certain tract of land conveyed to Budnik-Fritcher Joint Venture by deed recorded in Volume 360, Page 482; being 24.44 acres of land conveyed to Duane A. Thielemann by deed recorded in Volume 408, Page 574; being 10.11 acres of land comprised of a portion of those certain tracts of land conveyed to John K. Parker, by deed recorded in Volume 40, Page 104; being 175.87 acres of land conveyed to Darrell Wayne Chmelar, et ux, by deed recorded in Volume 373, Page 665; being 3.95 acres of land out of that certain tract of land conveyed to John W. See, et ux, by deed recorded in Volume 153, Page 593; being 9.13 acres of land, comprised of the following tracts of land: those certain tracts of land conveyed to Lyle Kirkendall, et ux, by deed recorded in Volume 400, Page, 667; that certain tract of land conveyed to J.D. Willis, by deed recorded in Volume 396, Page 589; that certain tract of land conveyed to Edward R. Lambert, Sr., et ux, by deed recorded in Volume 388, Page 479; that certain tract of land conveyed to Glenn Buendel, et al, by deed recorded in Volume 390, Page 313 and a portion of Lot No. 10 of the Horseshoe Bend Subdivision described in that certain Declaration of Covenants, recorded in Volume 368, Page 288; being a 1.94 acre tract of land conveyed to J. D. Willis, by deed recorded in Volume 392, Page 498; being 2.83 acres of land, comprised of those certain tracts of land conveyed to Henry A. Ondrasek, et ux, by deeds recorded in Volume 390, Page 128 and Volume 368, Page 382; being a 0.76 acre tract of land conveyed to Alphonse Budnik, Jr., by deed recorded in Volume 380, Page 79; being a 0.64 acre tract of land conveyed to Willis H. Gilliam, et ux, by deed recorded in Volume 369, Page 698; being a 0.83 acre tract of land conveyed to Billy Lehde et ux, by deed recorded in Volume 368, Page 388;

being a 0.85 acre tract of land conveyed to John R. Koonce, et al, by deed recorded in Volume 369, Page 513; being 1.71 acres of land comprised of those certain tracts of land conveyed to Burney Gerland, et al, by deeds recorded in Volume 369, Page 189 and Volume 368, Page 376; being a 1.61 acre tract of land conveyed to Gary Smith, by deed recorded in Volume 369, Page 233; being a 0.81 acre tract of land conveyed to Douglas Spikes, et ux, by deed recorded in Volume 376, Page 90; being a 0.77 acre tract of land conveyed to Preston Smith, by deed recorded in Volume 371, Page 630; being a 0.78 acre tract of land conveyed to Wesley Westerfield, et ux, by deed recorded in Volume 379, Page 334; being a 0.85 acre tract of land conveyed to Raymond Murphy, by deed recorded in Volume 374, Page 197; being a 0.88 acre tract of land conveyed to Neill S. Black, by deed recorded in Volume 377, Page 208; being a 1.65 acre tract of land conveyed to C. R. Horn, et ux, by deed recorded in Volume 369, Page 221; being a 0.81 acre tract of land conveyed to Smith Myers, et ux, by deed recorded in Volume 370, Page 268; being a 0.06 acre tract of land conveyed to Robert L. Earle, et ux, by deed recorded in Volume 377, Page 224, all in the Deed Records of Burleson County, Texas; being 92.07 acres of land located within the banks of the Brazos River, and being more particularly described as follows:

BEGINNING at a fence corner post for the south corner of said 175.87 acre tract of land and being the south corner of the herein described unit;

THENCE N 45°51'30" W, with the fenced southwest line of said 175.87 acre tract, a distance of 3143.49 feet to a fence corner post found for the west corner of said 175.87 acre tract of land and being the most southerly west corner of the herein described unit;

THENCE N 44°19'07" E, with the fenced northwest line of said 175.87 acre tract of land, also being the southeast line of said tract of land recorded in Volume 153, Page 591, a distance of 1787.28 feet to a point for an interior ell corner of the herein described unit;

THENCE N 45°51'30" W, traversing the interior of said tract of land recorded in Volume 153, Page 591, a distance of 970.97 feet to a point in the northwest line of said tract of land recorded in volume 153, Page 591 for and exterior ell corner of the herein described unit;

THENCE N 43° 51'10" E, with the northwest line of said tract of land recorded in Volume 153, Page 591, a distance of 1479.28 feet to a point for an interior corner of the herein described unit;

THENCE N 28°44'29" W, traversing the interior of said tract of land recorded in Volume 153, Page 593, a distance of 328.59 feet to a point for an exterior corner of the herein described unit;

THENCE N 61°15'31" E, traversing the interior of said tract of land recorded in Volume 153, Page 593 and then traversing the interior of said tract of land recorded in Volume 153, Page 591, a distance of 2196.69 feet to a point in the west line of said tract of land recorded in Volume 40, Page 104 for an interior corner of the herein described unit;

THENCE with said west line the following two (2) courses and distances:

- 1) N 26°20'34" W, 327.90 feet,
- 2) N 24°52'33" W, 37.62 feet to a point in the southeast line of said tract of land recorded in Volume 153, Page 593;

THENCE N 43°51'10" E, with the southeast line of said tract of land recorded in Volume 153, Page 593, a distance of 2355.43 feet to a point on the east bank of the Brazos River for the north corner of the herein described unit;

THENCE along the east bank of the Brazos River the following sixteen (16) courses and distances:

- 1) S 63°32'57" E, 269.37 feet,
- 2) S 53°08'25" E, 385.02 feet,
- 3) S 31°35'13" E, 327.41 feet,
- 4) S 21°11'15" E, 326.98 feet,
- 5) S 21°08'30" E, 215.87 feet,
- 6) S 16°00'12" E, 278.95 feet,
- 7) S 06°18'09" E, 331.18 feet,
- 8) S 01°23'46" W, 435.01 feet,
- 9) S 10°18'45" W, 302.73 feet,
- 10) S 05°27'55" W, 676.07 feet,
- 11) S 10°49'38" E, 162.78 feet,

12) S 28°15'10" E, 196.52 feet,

13) S 48°13'35" E, 240.05 feet,

14) S 76°14'18" E, 159.55 feet,

15) S 82°18'06" E, 158.49 feet,

16) N 87°39'46" E, 236.12 feet to a point for the most northerly east corner of the herein described unit;

THENCE S 07°46'15" E, a distance of 466.37 feet to a fence corner post on the west bank of the Brazos River for the most southerly east corner of the herein described unit;

THENCE S 44°36'51" W, with the fenced southeast line of said tract of land recorded in Volume 360, Page 482, a distance of 3940.73 feet to a fence corner post for the east corner of said 175.87 acre tract of land;

THENCE S 44°31'37" W, with the fenced southeast line of said 175.87 acre tract of land, a distance of 2290.60 feet to the PLACE OF BEGINNING and containing 640.00 acres of land, more of less.




Warren L. Simpson

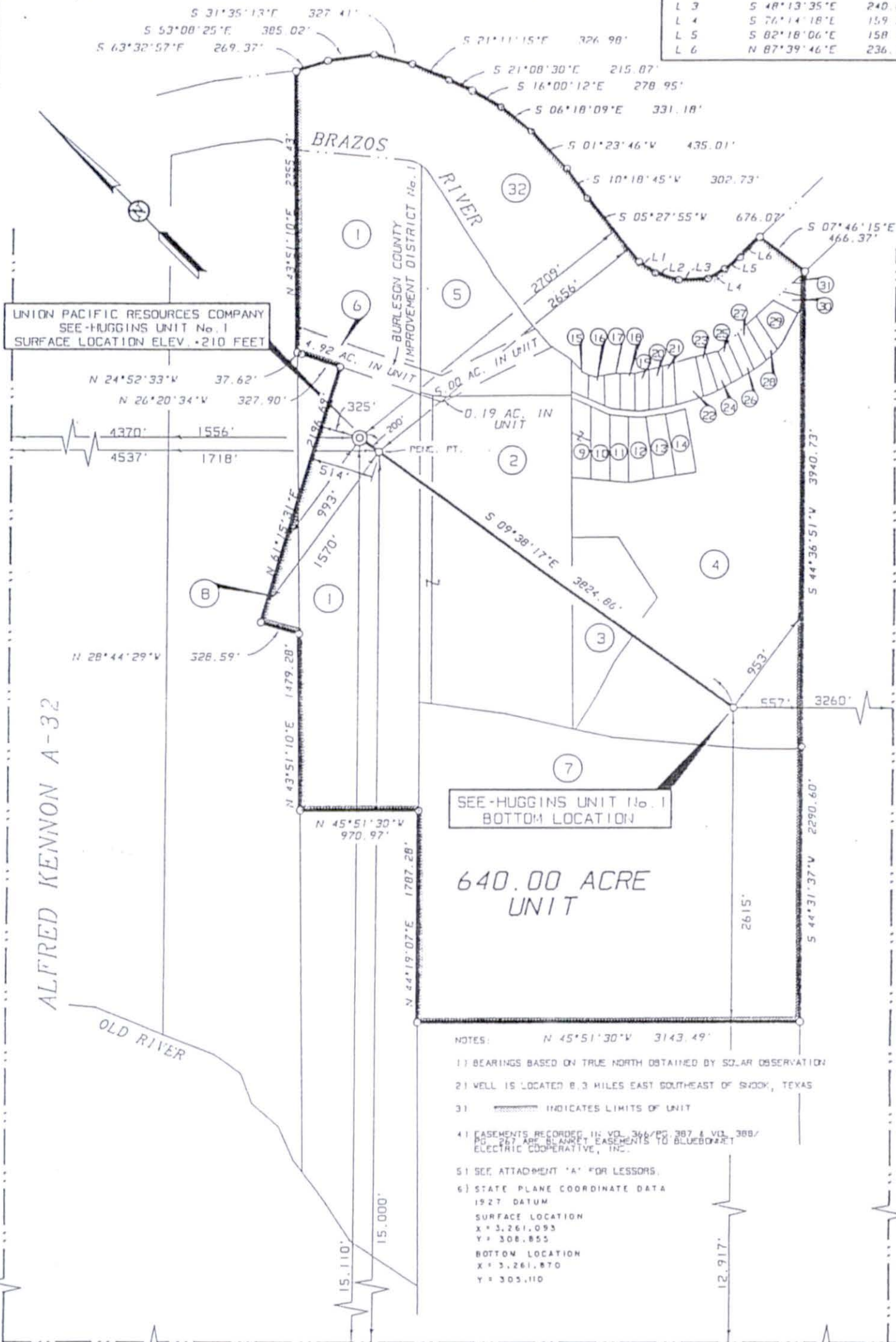
Registered Professional Land Surveyor No. 4122

November 16, 1992

Exhibit "C" attached to and made a part of that certain "Term Pooling Agreement, Union Pacific Resources Company, See-Huggins Unit No. 1, Brazos and Burleson Counties, Texas".

LINE TABLE

L 1	S 10°49'38"E	162.78'
L 2	S 28°15'10"E	196.57'
L 3	S 48°13'35"E	240.05'
L 4	S 76°14'18"E	159.55'
L 5	S 82°18'06"E	158.49'
L 6	N 87°39'46"E	236.12'



UNION PACIFIC RESOURCES COMPANY
SEE-HUGGINS UNIT No. 1
SURFACE LOCATION ELEV. +210 FEET

SEE-HUGGINS UNIT No. 1
BOTTOM LOCATION

640.00 ACRE
UNIT

- NOTES:
- 1) BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION
 - 2) WELL IS LOCATED 8.3 MILES EAST SOUTHEAST OF SNOOK, TEXAS
 - 3) ——— INDICATES LIMITS OF UNIT
 - 4) EASEMENTS RECORDED IN VOL. 366/PG. 387 & VOL. 388/PG. 267 ARE BLANKET EASEMENTS TO BLUEBERRY ELECTRIC COOPERATIVE, INC.
 - 5) SEE ATTACHMENT 'A' FOR LESSORS.
 - 6) STATE PLANE COORDINATE DATA 1927 DATUM
SURFACE LOCATION
X = 3,261,093
Y = 308,855
BOTTOM LOCATION
X = 3,261,870
Y = 303,110

SURVEYED MAY 20, 1992
REVISED NOVEMBER 16, 1992 (UNIT CONFIGURATION)

Warren L. Simpson
WARREN L. SIMPSON R.P.L.S. No. 4122
7701 CAMERON ROAD SUITE No. 108
AUSTIN TEXAS 78752
PHONE (512) 452-1513

UNION PACIFIC RESOURCES COMPANY
SEE-HUGGINS UNIT No. 1
ALFRED KENNON SURVEY, A-32
BURLESON COUNTY, TEXAS
SCALE 1" = 1000'

ATTACHMENT " A "

PAGE 1 OF 2

SEE-HUGGINS UNIT No. 1

TRACT	ACRES IN UNIT	DESCRIPTION	DEED RECORDS VOL/PAGE
1	114.88	EDWARD C. SEE, et ux	153/591
2	76.43	WILLIAM D. HUGGINS III CHARLES RAY CONNER, Jr., et ux SAMUEL W. RIZZO EDGAR C. GRIFFIN	386/151
3	14.94	JAMES B. WYRICK, et ux WILLIAM D. HUGGINS III SAMUEL W. RIZZO EDGAR C. GRIFFIN BUONIK-FRITCHER JOINT VENTURE	369/673
4	100.40	WILLIAM D. HUGGINS III BUONIK-FRITCHER JOINT VENTURE EDGAR C. GRIFFIN SAMUEL W. RIZZO	360/482
5	24.44	SAMUEL W. RIZZO CHARLES J. SEBESTA, Jr., et ux WM. D. HUGGINS III EDGAR C. GRIFFIN	408/574
6	10.11	STATE OF TEXAS	40/104
7	175.87	SAMUEL W. RIZZO DARRELL WAYNE CHELAR, et ux WM. D. HUGGINS III EDGAR C. GRIFFIN	373/665
8	3.95	JOHN WM. SEE	153/593
			OIL & GAS VOL/PAGE
19, 10, 12, 14 & 25)	9.13	WILLIAM D. HUGGINS III BUONIK-FRITCHER JOINT VENTURE EDGAR C. GRIFFIN SAMUEL W. RIZZO	400/667 DR 396/589 DR 388/479 DR 390/313 DR 368/288 DR
11	1.94	WILLIAM D. HUGGINS III FRANCIS JEWELL WILLIS EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 199/645 171/462 174/249
13 & 21	2.83	WILLIAM D. HUGGINS III HENRY A. ONDRASEK, et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 390/128 DR 368/376 DR 171/462 174/249
15	0.76	WILLIAM D. HUGGINS III ALPHONSE BUONIK, Jr., et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 380/79 DR 171/462 174/249
16	0.64	WILLIAM D. HUGGINS III WILLIS H. GILLIAM, et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 369/698 DR 171/462 174/249
17	0.83	WILLIAM D. HUGGINS III BILLY LEHDE, et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 368/388 DR 171/462 174/249
18	0.85	WILLIAM D. HUGGINS III JOHN R. KOONCE, et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO JOE D. SHEPHERD	171/483 369/513 DR 171/462 174/249
19 & 20	1.71	WILLIAM D. HUGGINS III BURNIEY GERLAND EDGAR C. GRIFFIN SAMUEL W. RIZZO GENE GERLAND	171/483 369/189 DR 171/462 174/249 368/376 DR

WARREN L. SIMPSON R.P.L.S. No. 4122
7701 CAMERON ROAD SUITE No. 108
AUSTIN TEXAS 78752
PHONE 15121 452-1513

UNION PACIFIC RESOURCES COMPANY

SEE-HUGGINS UNIT No. 1

ALFRED KENNON SURVEY, A-32
BURLESON COUNTY, TEXAS

ATTACHMENT "A"

PAGE 2 OF 2

SEE-HUGGINS UNIT No. 1

TRACT	ACRES IN UNIT	DESCRIPTION	OIL AND GAS VOL/PG
22	1.61	WILLIAM D. HUGGINS III GARY SMITH EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 369/233 DR 171/462 174/249
23	0.81	WILLIAM D. HUGGINS III DOUGLAS SPIKES et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 376/90 DR 171/462 174/249
24	0.77	WILLIAM D. HUGGINS III PRESTON SMITH EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 371/630 DR 171/462 174/249
26	0.78	WILLIAM D. HUGGINS III WESLEY WESTERFIELD, et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 379/334 DR 171/462 174/249
27	0.85	WILLIAM D. HUGGINS III RAYMOND MURPHY et ol EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 374/197 DR 171/462 174/249
28	0.88	WILLIAM D. HUGGINS III NELL S. BLACK et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 377/208 DR 171/462 174/249
29	1.65	WILLIAM D. HUGGINS III CHARLES RAY HORN, et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 369/221 DR 171/462 174/249
30	0.81	WILLIAM D. HUGGINS III SMITH MYERS et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 370/268 DR 171/462 174/249
31	0.06	WILLIAM D. HUGGINS III ROBERT L. EARLE et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 377/224 DR 171/462 174/249
32	92.07	STATE OF TEXAS	STATE LEASE No. M-95040
640.00 ACRES TOTAL IN UNIT			

WARREN L. SIMPSON R.P.L.S. No. 4122
7701 CAMERON ROAD SUITE No. 108
AUSTIN TEXAS 78752
PHONE (512) 452-1513

UNION PACIFIC RESOURCES COMPANY

SEE-HUGGINS UNIT No. 1

ALFRED KENNON SURVEY, A-32
BURLESON COUNTY, TEXAS

⑧ M-94913

Pooling Agreement
(See-Huggins)
FILED: 4-8-93

Division Order

M-94913
ref m-95040

TO: TORCH OPERATING COMPANY
1221 LAMAR, SUITE 1600
HOUSTON, TX 77010-3039

Property No.: 25008021
Effective: FIRST PRODUCTION

The undersigned severally and not jointly certifies it is the legal owner of the interest set out on the attached of all the oil produced from the property described below:

Operator: UNION PACIFIC RESOURCES COMPANY

YOUR COPY

Property Name: SEE-YEGUA #1
(FKA YEGUA SEE UNIT #1)

Legal Description:

640.0 ACRE UNIT OUT OF THE ALFRED KENNON SURVEY,
ABSTRACT NO. 32 IN BURLESON COUNTY, TEXAS.

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL.

The following provisions apply to each interest owner ("owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interests set out on the attached.

Oil: The payor shall pay all parties at the price agreed to by the operator for oil to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil run during the preceding calendar month from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$25 may be accrued before disbursement until the total amount equals \$25 or more, or until December 31 of each year, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed.

In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time.

No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs.

Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor.

Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party.

In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

NOTICE: Failure to furnish your Social Security or Taxpayers Identification number will result in a 20 percent withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

TORCH ENERGY ADVISORS INC
 DIVISION ORDER DEPARTMENT
 1221 LAMAR
 SUITE 1800
 HOUSTON, TX 77010

Date: 01/29/93
 Prepared By: LLAK
 Verified: _____

SEE YEGUA #1 (FKA YEGUA SEE UNIT #1) 25008021
 BURLESON, TEXAS
 ALRFED KENNON, A-32

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below in all the oil or gas produced from the well(s) referenced

CREDIT TO:	Pay Type	Interest / Type	OWNER SIGN BELOW AND INCLUDE PAYEE TAX IDENTIFICATION NUMBER
1592 COMMISSIONER OF THE GENERAL LAND OFFICE STATE OF TEXAS 1700 N CONGRESS AVENUE AUSTIN, TX 78711	pay	0.003356000 RI	(SIGNATURE)
			(SOCIAL SECURITY OR TAX ID NUMBER)
TOTAL INTEREST		0.003356000	(WITNESS SIGNATURE)
			(WITNESS SIGNATURE)

IMPORTANT: NO PAYMENT WILL BE MADE UNTIL TORCH ENERGY ASSOCIATES HAS YOUR SOCIAL SECURITY/ TAX I.D. NUMBER.

TORCH ENERGY ADVISORS INC
 DIVISION ORDER DEPARTMENT
 1221 LAMAR
 SUITE 1600
 HOUSTON, TX 77010

Company : 02
 Property : 25008021 SEE YEGUA #1 (FKA YEGUA SEE UNIT #1)
 Dist Code : R
 Product : 0
 Eff Date : 10/02/92
 Date : 01/29/93
 User : LLAK

OWNER	NAME	IT	PC	NRI
1 *	1592 COMMISSIONER OF THE GENERAL LAND OFFICE	RI	P	0.3356000
2 *	29450 WILLIAM A MCMEANS JR	RI	DO	0.1068000
3 *	35968 EDWARD C SEE ET UX	RI	DO	0.0304000
4 *	45919 YEGUA PROPERTIES LTD	RI	DO	2.0730000
5 *	45926 H B BAKER AND WIFE	RI	DO	0.1266000
6 *	45927 ORALENE BAKER	RI	DO	0.1978000
7 *	45929 JOE H BAKER JR	RI	DO	0.1978000
8 *	45936 W COLE MCMEANS BY WILLIAM	RI	DO	0.0138000
9 *	45941 MANDY L MCMEANS	RI	DO	0.0138000
10 *	45944 MARSHALL A HARRELL III 1980 MINERAL TR	RI	DO	0.0277000
11 *	48760 MARY LEE HARRELL ESTATE	RI	DO	0.0277000
12 *	50402 JOHN WILLIAM SEE JR.	RI	DO	0.1531000
13 *	50403 EDWARD C SEE	RI	DO	0.1531000
14 *	50404 MARIJANE SEE KRISTOF	RI	DO	0.1531000
15 *	50405 MELVIN R SEE	RI	DO	0.1531000
16 *	50406 PEGGY SEE WILLIAMS	RI	DO	0.1531000
17 *	50407 LARRY O SEE	RI	DO	0.1531000

				4.0696000
18	88888 BALANCING INTEREST	WI	P	80.0000000
19	99025 NUEVO ENERGY	WI	P	10.6184000
20	99030 TORCH ENERGY ASSOCIATES	WI	P	5.3120000

				95.9304000
				=====
				100.0000000

* Indicates a division order was generated for that owner.

Oil and Gas Division Order

Form Form

YOUR COPY

m-94913
REF. M-95040

TO: TORCH ENERGY ADVISORS
1221 LAMAR, SUITE 1600
HOUSTON, TX 77010-3039

Property No.: 25008376

Effective: FIRST PRODUCTION

The undersigned severally and not jointly certifies it is the legal owner of the interest set out on the attached of all the oil and gas (the term "gas" including, without limitation, gas well gas, casinghead gas, and condensate, natural gas liquids, and all other constituent elements of the raw gas stream) produced from the property described below:

Operator: UNION PACIFIC RESOURCES COMPANY

Property Name: GAUBATZ YEGUA UNIT NO. 1

Legal Description:

640 acre unit out of the William McWilliams Survey, Abstract No. 39, Burleson County, Texas.

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interests set out on the attached.

Oil: The payor shall pay all parties at the price agreed to by the operator for oil to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities.

Gas: The payor shall pay all parties at the contract price received by the producer for gas produced and sold from the subject property. Purchaser shall compute quantity and make corrections for BTU content, delivery pressure and temperature.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$25 may be accrued before disbursement until the total amount equals \$25 or more, or until December 31 of each year, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed.

In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 1 date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time.

No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs.

Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor.

Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party.

In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

NOTICE: Failure to furnish your Social Security or Taxpayers Identification number will result in a 31 percent withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

TORCH ENERGY ADVISORS INC
 DIVISION ORDER DEPARTMENT
 1221 LAMAR
 SUITE 1800
 HOUSTON, TX 77010

Date: 06/16/93
 Prepared By: 11ak
 Verified: _____

GAUBATZ YEGUA #1 25008378
 BURLESON, TEXAS

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below in all the oil or gas produced from the well(s) referenced

CREDIT TO:	Pay Type	Interest / Type	OWNER SIGN BELOW AND INCLUDE PAYEE TAX IDENTIFICATION NUMBER
1592 COMMISSIONER GENERAL LAND OFFICE STATE OF TEXAS 1700 N CONGRESS AVENUE AUSTIN, TX 78711	DO	0.003248000 RI	(SIGNATURE)
			(SOCIAL SECURITY OR TAX ID NUMBER)
TOTAL INTEREST		0.003248000	(WITNESS SIGNATURE)
			(WITNESS SIGNATURE)

PAY TYPES LEGEND
 DO NEED EXECUTED COPY OF DIVISION ORDER

IMPORTANT: NO PAYMENT WILL BE MADE UNTIL TORCH ENERGY ASSOCIATES HAS YOUR SOCIAL SECURITY/ TAX I.D. NUMBER.

TORCH ENERGY ADVISORS INC
 DIVISION ORDER DEPARTMENT
 1221 LAMAR
 SUITE 1600
 HOUSTON, TX 77010

Company : 02
 Property : 25008376 GAUBATZ YEGUA #1
 Dist Code : R
 Product : G
 Eff Date : 02/01/93

Date : 08/16/93
 User : llak

	OWNER	NAME	IT	PC	NRI %
1 *	1592	COMMISSIONER GENERAL LAND OFFICE	RI	DO	0.3248000
2 *	29450	WILLIAM A MCMEANS JR	RI	DO	0.0094800
3 *	36421	DEAN H MADDOX TRUSTEE	RI	DO	0.0991800
4 *	45919	YEGUA PROPERTIES LTD	RI	DO	0.6785300
5 *	45926	H B BAKER AND WIFE	RI	DO	0.0112400
6 *	45927	ORALENE BAKER	RI	DO	0.0175800
7 *	45929	JOE H BAKER JR	RI	DO	0.0175800
8 *	45936	W COLE MCMEANS	RI	DO	0.0012300
9 *	45941	MANDY L MCMEANS	RI	DO	0.0012300
10 *	45944	MARSHALL A HARRELL III 1980 MINERAL TR	RI	DO	0.0024600
11 *	45947	MARY LEE BLACKBURN HARRELL	RI	DO	0.0024600
12 *	53232	EMMA GAUBATZ	RI	DO	0.5176700
13 *	53233	AILEEN FERGUSON	RI	DO	0.5176700
14 *	53234	LINDA FERGUSON BUNING	RI	DO	0.1725800
15 *	53235	DONNA FERGUSON CHANDLER	RI	DO	0.1725800
16 *	53236	KATHRYN FERGUSON MARTIN	RI	DO	0.1725800
17 *	53237	GLENWOOD WENDLER	RI	DO	0.0991800
18 *	53239	FIRST CITY TEXAS BRYAN COLLEGE STATION	RI	DO	0.7934000
19 *	53240	ANNA FRANCIS SMITH DIXON	RI	DO	0.0035100
20 *	53241	LUCILLE HAMNER	RI	DO	0.0035100
21 *	53242	DAVID P HAMNER	RI	DO	0.0035100
22 *	53243	DOROTHY FAYE HAMNER GLASS	RI	DO	0.0035100
23 *	53244	MARY CAROLYN DYE	RI	DO	0.0035100
24 *	53245	THOMAS G RATCLIFF	RI	TI	0.0991800
25 *	53246	CLYDE A WILSON SR	RI	DO	0.0991800
26 *	53247	JOHN D WITTE	RI	DO	0.0495900
27 *	53248	LUCILE COLE	RI	DO	0.0035100
28 *	53249	LYLA SMITH	RI	DO	0.0035100
29 *	53250	NENA SMITH	RI	DO	0.0035100
30 *	53251	JOHN LYLE HAMNER	RI	DO	0.0035100
31 *	53252	ROBERT S HAMNER	RI	DO	0.0035100
32 *	53253	JACK A WITTE JR	RI	TI	0.0495900

					3.9439700
33	88888	BALANCING INTEREST	WI	P	80.0000000
34	99025	NUEVO ENERGY	WI	P	10.7013500
35	99030	TORCH ENERGY ASSOCIATES LTD	WI	P	5.3546800

					96.0560300
					=====
					100.0000000

* Indicates a division order was generated for that owner.

File No. MF 094913

Division Order

Date Filed: 2/4/93

Gerry Patterson, Commissioner

By [Signature]

PROPERTY NUMBER: 080143 PRODUCT(S):GAS
F

PROPERTY NAME: SEE-HUGGINS UNIT #1

COUNTY/PARISH: BURLESON

OPERATOR: UNION PACIFIC RESOURCES

STATE: TEXAS

LEGAL DESCRIPTION: 640 ACRES OUT OF ALFRED KENNON SURVEY, A-32.
UNIT DESIGNATION RECORDED VOLUME 1725, PAGE 94.

STATE OF TEXAS
% COMMISSION GEN. LAND OFFICE
1700 N CONGRESS AVENUE
STEPHEN F. AUSTIN BLDG.
AUSTIN TX 78701

005772101001

200

THIS IS YOUR COPY. PLEASE RETAIN FOR YOUR RECORDS.

IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID #

001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT.

FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR

CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO

UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993.

THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF FEBRUARY 1993.

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

SOCIAL SECURITY OR TAX ID #

SIGNATURE OF WITNESS #2

NEW ADDRESS (IF CHANGED)

OWNER NUMBER	DOI/ID	OWNER NAME	INTEREST TYPE	INTEREST PAID BY UPRC
0057721 01	001	STATE OF TEXAS	RI	0.039914
2125355 01	001	DAVID LAWRENCE HODGES AND THERESA B. HODGES	RI	0.000025
2214396 01	001	DARRELL W. CHMELAR AND LORENA ANN CHMELAR	RI	0.013740
2281099 01	001	JOHN WILLIAM SEE JR.	RI	0.000171
2281106 01	001	EDWARD CHARLES SEE	RI	0.000172

INTEREST TYPE LEGEND:

WI - WORKING INTEREST OR - OVERRIDING ROYALTY RI - ROYALTY INTEREST
PP - PRODUCTION PAYMENT TP - TOTAL PRODUCTION

UNION PACIFIC RESOURCES COMPANY

TO: Union Pacific Resources Company.
P.O.Box 2993
Fort Worth, Texas 76113-2993

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC) when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.
2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.
3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.
4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.
5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.
6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.
7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.
8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.
9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars (\$25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars (\$25.00).
10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.



OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2281118 01	001	MARIJANE SEE KRISTOF	RI	0.000171
2281120 01	001	MELVIN RAY SEE	RI	0.000171
2281132 01	001	PEGGY SEE WILLIAMS	RI	0.000171
2281144 01	001	LARRY O. SEE	RI	0.000171
2281156 01	001	EDWARD C. SEE AND MARY LOUISE SEE	RI	0.035900
2289104 01	001	H.R. ANDERSON	RI	0.031576
2289104 01	002	H.R. ANDERSON	RI	0.000750
2289116 01	001	ALPHONSE BUDNIK JR. AND MARY FRANCES BUDNIK	RI	0.000025
2289128 01	001	BUDNIK-FRITCHER JOINT VENTURE	RI	0.009461
2289128 01	002	BUDNIK-FRITCHER JOINT VENTURE	RI	0.000144
2289130 01	001	CHARLES RAY CONNER JR. AND LAURIE CONNER	RI	0.005971
2289142 01	001	ROBERT L. EARLE AND BILLIE EARLE	RI	0.000004
2289154 01	001	BURNEY GERLAND	RI	0.000056
2289166 01	001	GENE GERLAND	RI	0.000056
2289178 01	001	WILLIAM GILLIAM AND SHIRLEY GILLIAM	RI	0.000042
2289180 01	001	EDGAR C. GRIFFIN	RI	0.014730
2289192 01	001	CHARLES RAY HORN AND MARY C. HORN	RI	0.000107
2289209 01	001	WILLIAM O. HUGGINS III	RI	0.047464
2289211 01	001	JOHN R. KOONCE AND JONI KOONCE	RI	0.000028
2289223 01	001	BILLY LEHDE AND GLORIA LEHDE	RI	0.000054
2289235 01	001	RAYMOND MURPHY LIFE ESTATE	RI	0.000055

INTEREST TYPE LEGEND:

WI - WORKING INTEREST OR - OVERRIDING ROYALTY RI - ROYALTY INTEREST
PP - PRODUCTION PAYMENT TP - TOTAL PRODUCTION

UNION PACIFIC RESOURCES COMPANY

TO: Union Pacific Resources Company.
P.O.Box 2993
Fort Worth, Texas 76113-2993

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC) when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.
2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.
3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.
4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.
5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.
6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.
7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.
8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.
9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars (\$25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars (\$25.00).
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OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2289247 01	001	SMITH MYERS AND BETTY M. MYERS	RI	0.000053
2289259 01	001	HENRY A. ONDRASEK AND KERRY ONDRASEK	RI	0.000131
2289259 01	002	HENRY A. ONDRASEK AND KERRY ONDRASEK	RI	0.000053
2289261 01	001	SAMUEL W. RIZZO	RI	0.003274
2289273 01	001	JOE D. SHEPHERD AND JULIE SHEPHERD	RI	0.000028
2289285 01	001	GARY SMITH	RI	0.000105
2289297 01	001	PRESTON SMITH	RI	0.000050
2289304 01	001	DOUGLAS SPIKES AND VANCY SPIKES	RI	0.000053
2289316 01	001	DUANE A. THIELEMANN	RI	0.001909
2289328 01	001	WESLEY WESTERFELD AND CAROL WESTERFELD	RI	0.000051
2289330 01	001	GLENN D. WILLIS	RI	0.000126
1536001 01	001	UNION PACIFIC RESOURCES CO.	WI	0.280000
1536001 01	002	UNION PACIFIC RESOURCES CO.	WI	0.037216
2166491 01	001	TORCH ENERGY ASSOCIATES	WI	0.037500
2166491 01	002	TORCH ENERGY ASSOCIATES	WI	0.015395
2231187 01	001	NUEVO ENERGY COMPANY	WI	0.075000
2231187 01	002	NUEVO ENERGY COMPANY	WI	0.030712
3572849 01	001	SINCLAIR OIL CORPORATION	WI	0.225000
3572849 01	002	SINCLAIR OIL CORPORATION	WI	0.092215

INTEREST TYPE LEGEND:

WI - WORKING INTEREST OR - OVERRIDING ROYALTY RI - ROYALTY INTEREST
PP - PRODUCTION PAYMENT TP - TOTAL PRODUCTION

UNION PACIFIC RESOURCES COMPANY

TO: Union Pacific Resources Company.
P.O.Box 2993
Fort Worth, Texas 76113-2993

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A Subsidiary of Union Pacific Corporation

DIVISION ORDER

DATE: 05/10/93

ME

PROPERTY NUMBER: 080143 PRODUCT(S): CRUDE OIL

B

PROPERTY NAME: SEE-HUGGINS UNIT #1

COUNTY/PARISH: BURLESON

OPERATOR: UNION PACIFIC RESOURCES

STATE: TEXAS

LEGAL DESCRIPTION: 640 ACRES OUT OF ALFRED KENNON SURVEY, A-32. UNIT DESIGNATION RECORDED VOLUME 1725, PAGE 94.

STATE OF TEXAS
% COMMISSION GEN. LAND OFFICE
1700 N CONGRESS AVENUE
STEPHEN F. AUSTIN BLDG.
AUSTIN TX 78701

005772101001

100

THIS IS YOUR COPY. PLEASE RETAIN FOR YOUR RECORDS.

IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT. FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993. THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF FEBRUARY 1993.

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

SOCIAL SECURITY OR TAX ID #

SIGNATURE OF WITNESS #2

NEW ADDRESS (IF CHANGED)

Table with 5 columns: OWNER NUMBER, DOI/ID, OWNER NAME, INTEREST TYPE, INTEREST PAID BY UPRC. Rows include STATE OF TEXAS, DAVID LAWRENCE HODGES AND THERESA B. HODGES, DARRELL W. CHMELAR AND LORENA ANN CHMELAR, JOHN WILLIAM SEE JR., and EDWARD CHARLES SEE.

INTEREST TYPE LEGEND:

WI - WORKING INTEREST OR - OVERRIDING ROYALTY RI - ROYALTY INTEREST
PP - PRODUCTION PAYMENT TP - TOTAL PRODUCTION

UNION PACIFIC RESOURCES COMPANY

TO: Union Pacific Resources Company.
P.O.Box 2993
Fort Worth, Texas 76113-2993

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Union Pacific Resources

A Subsidiary of Union Pacific Corporation

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2281118 01	001	MARIJANE SEE KRISTOF	RI	0.000137
2281120 01	001	MELVIN RAY SEE	RI	0.000137
2281132 01	001	PEGGY SEE WILLIAMS	RI	0.000137
2281144 01	001	LARRY O. SEE	RI	0.000137
2281156 01	001	EDWARD C. SEE AND MARY LOUISE SEE	RI	0.028720
2289104 01	001	H.R. ANDERSON	RI	0.000600
2289104 01	002	H.R. ANDERSON	RI	0.025261
2289116 01	001	ALPHONSE BUDNIK JR. AND MARY FRANCES BUDNIK	RI	0.000020
2289128 01	001	BUDNIK-FRITCHER JOINT VENTURE	RI	0.007569
2289128 01	002	BUDNIK-FRITCHER JOINT VENTURE	RI	0.000115
2289130 01	001	CHARLES RAY CONNER JR. AND LAURIE CONNER	RI	0.004777
2289142 01	001	ROBERT L. EARLE AND BILLIE EARLE	RI	0.000003
2289154 01	001	BURNEY GERLAND	RI	0.000045
2289166 01	001	GENE GERLAND	RI	0.000045
2289178 01	001	WILLIAM GILLIAM AND SHIRLEY GILLIAM	RI	0.000033
2289180 01	001	EDGAR C. GRIFFIN	RI	0.011784
2289192 01	001	CHARLES RAY HORN AND MARY C. HORN	RI	0.000086
2289209 01	001	WILLIAM O. HUGGINS III	RI	0.037971
2289211 01	001	JOHN R. KOONCE AND JONI KOONCE	RI	0.000022
2289223 01	001	BILLY LEHDE AND GLORIA LEHDE	RI	0.000043
2289235 01	001	RAYMOND MURPHY LIFE ESTATE	RI	0.000044

INTEREST TYPE LEGEND:

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UNION PACIFIC RESOURCES COMPANY

TO: Union Pacific Resources Company.
P.O.Box 2993
Fort Worth, Texas 76113-2993

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2289273 01	001	JOE D. SHEPHERD AND JULIE SHEPHERD	RI	0.000022
2289285 01	001	GARY SMITH	RI	0.000084
2289297 01	001	PRESTON SMITH	RI	0.000040
2289304 01	001	DOUGLAS SPIKES AND VANCY SPIKES	RI	0.000042
2289316 01	001	DUANE A. THIELEMANN	RI	0.001527
2289328 01	001	WESLEY WESTERFELD AND CAROL WESTERFELD	RI	0.000041
2289330 01	001	GLENN D. WILLIS	RI	0.000101
1535505 01	001	BALANCING ITEM	WI	0.200000
1536001 01	001	UNION PACIFIC RESOURCES CO.	WI	0.280000
1536001 01	002	UNION PACIFIC RESOURCES CO.	WI	0.037216
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6. **CHANGE OF OWNERSHIP :** Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.
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8. **TAXES AND ASSESSMENTS :** UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.
9. **SETTLEMENT :** Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars (\$25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars (\$25.00).
10. **EXECUTION :** This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

PROPERTY NUMBER: 030144 PRODUCT(S): GAS
 PROPERTY NAME: GAUBATZ-YEGUA UNIT #1 COUNTY/PARISH: BURLESON
 OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS
 LEGAL DESCRIPTION: 640 ACRES IN THE WM. MCWILLIAMS SURVEY, A-39

STATE OF TEXAS
 % COMMISSION GEN. LAND OFFICE
 1700 N CONGRESS AVENUE
 STEPHEN F. AUSTIN BLDG.
 AUSTIN TX 78701

005772101001

200

THIS IS YOUR COPY. PLEASE RETAIN FOR YOUR RECORDS.
 IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT. FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993. THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF MARCH 1993.

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

SOCIAL SECURITY OR TAX ID #

SIGNATURE OF WITNESS #2

NEW ADDRESS (IF CHANGED)

OWNER NUMBER	DOI/ID	OWNER NAME	INTEREST TYPE	INTEREST PAID BY UPRC
0070899 01	001	MARSHALL A. HARRELL, III TRUST	RI	0.000123
0141098 01	001	WILLIAM A. MCMEANS JR.	RI	0.000474
2246442 01	001	YEGUA PROPERTIES LTD	RI	0.033926
2253735 01	001	H.B. BAKER AND WIFE MARTHA L. BAKER	RI	0.000562
2253747 01	001	ORALENE BAKER	RI	0.000878

INTEREST TYPE LEGEND:

WI - WORKING INTEREST OR - OVERRIDING ROYALTY RI - ROYALTY INTEREST
 PP - PRODUCTION PAYMENT TP - TOTAL PRODUCTION

UNION PACIFIC RESOURCES COMPANY

TO: Union Pacific Resources Company.
P.O.Box 2993
Fort Worth, Texas 76113-2993

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC) when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.
2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.
3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.
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2253759 01	001	JOE H. BAKER JR.	RI	0.000878
2253761 01	001	W. COLE MCMEANS	RI	0.000062
2253773 01	001	MANDY L. MCMEANS	RI	0.000062
2253797 01	001	MARY LEE BLACKBURN HARRELL	RI	0.000123
2292136 01	001	EMMA GAUBATZ	RI	0.025883
2292148 01	001	AILEEN FERGUSON	RI	0.025883
2292150 01	001	LINDA FERGUSON BUNING	RI	0.008628
2292162 01	001	DONNA FERGUSON CHANDLER	RI	0.008628
2292174 01	001	KATHRYN FERGUSON MARTIN	RI	0.008628
2292186 01	001	DEAN H MADDOX	RI	0.004959
2292198 01	001	GLENWOOD WENDLER	RI	0.004959
2292205 01	001	FIRST CITY TEXAS BRYAN-CS	RI	0.039670
2292217 01	001	ANNA FRANCIS SMITH DIXON	RI	0.000176
2292229 01	001	LUCILLE HAMNER	RI	0.000175
2292231 01	001	DAVID P HAMNER	RI	0.000175
2292243 01	001	DOROTHY FAYE HAMNER GLASS	RI	0.000175
2292255 01	001	MARY CAROLYN DYE	RI	0.000176
2292267 01	001	THOMAS G RATCLIFF	RI	0.004959
2292279 01	001	CLYDE A WILSON/SR	RI	0.004959
2292281 01	001	JOHN D WITTE	RI	0.002479
2292293 01	001	LUCILE COLE	RI	0.000176
2292300 01	001	LYLA SMITH	RI	0.000176
2292312 01	001	NENA SMITH	RI	0.000176
2292324 01	001	JOHN LYLE HAMNER	RI	0.000175

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Union Pacific Resources

A Subsidiary of Union Pacific Corporation

PAGE 3
PROPERTY NUMBER 030144

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2292336 01	001	ROBERT S HAMNER/DEC	RI	0.000175
2292348 01	001	JACK A WITTE JR	RI	0.002479
0057721 01	001	STATE OF TEXAS	WI	0.016240
1536001 01	001	UNION PACIFIC RESOURCES CO.	WI	0.280000
1536001 01	002	UNION PACIFIC RESOURCES CO.	WI	0.041121
2166491 01	001	TORCH ENERGY ASSOCIATES	WI	0.053547
2231187 01	001	NUEVO ENERGY COMPANY	WI	0.107014
3572849 01	001	SINCLAIR OIL CORPORATION	WI	0.225000
3572849 01	002	SINCLAIR OIL CORPORATION	WI	0.096121

INTEREST TYPE LEGEND:

WI - WORKING INTEREST OR - OVERRIDING ROYALTY RI - ROYALTY INTEREST
PP - PRODUCTION PAYMENT TP - TOTAL PRODUCTION

UNION PACIFIC RESOURCES COMPANY

TO: Union Pacific Resources Company.
P.O.Box 2993
Fort Worth, Texas 76113-2993

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Union Pacific Resources

A Subsidiary of Union Pacific Corporation

DATE: 05/28/93

DIVISION ORDER

VGS

PROPERTY NUMBER: 030144 PRODUCT(S): CRUDE OIL
 PROPERTY NAME: GAUBATZ-YEGUA UNIT #1 COUNTY/PARISH: BURLESON
 OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS
 LEGAL DESCRIPTION: 640 ACRES IN THE WM. MCWILLIAMS SURVEY, A-39

STATE OF TEXAS
 % COMMISSION GEN. LAND OFFICE
 1700 N CONGRESS AVENUE
 STEPHEN F. AUSTIN BLDG.
 AUSTIN TX 78701

005772101001

100

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 IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT. FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993. THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF MARCH 1993.

OWNER SIGNATURE(S)/CORPORATE TITLE _____ SIGNATURE OF WITNESS #1 _____
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NEW ADDRESS (IF CHANGED)

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2253735	01 001	H.B. BAKER AND WIFE MARTHA L. BAKER	RI	0.000450
2253747	01 001	ORALENE BAKER	RI	0.000702

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8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.
9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars (\$25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars (\$25.00).
10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.



Union Pacific Resources

A Subsidiary of Union Pacific Corporation

PAGE 2
PROPERTY NUMBER 030144

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2253759 01	001	JOE H. BAKER JR.	RI	0.000702
2253761 01	001	W. COLE MCMEANS	RI	0.000050
2253773 01	001	MANDY L. MCMEANS	RI	0.000050
2253797 01	001	MARY LEE BLACKBURN HARRELL	RI	0.000098
2292136 01	001	EMMA GAUBATZ	RI	0.020706
2292148 01	001	AILEEN FERGUSON	RI	0.020706
2292150 01	001	LINDA FERGUSON BUNING	RI	0.006902
2292162 01	001	DONNA FERGUSON CHANDLER	RI	0.006902
2292174 01	001	KATHRYN FERGUSON MARTIN	RI	0.006902
2292186 01	001	DEAN H MADDOX	RI	0.003967
2292198 01	001	GLENWOOD WENDLER	RI	0.003967
2292205 01	001	FIRST CITY TEXAS BRYAN-CS	RI	0.031736
2292217 01	001	ANNA FRANCIS SMITH DIXON	RI	0.000141
2292229 01	001	LUCILLE HAMNER	RI	0.000141
2292231 01	001	DAVID P HAMNER	RI	0.000141
2292243 01	001	DOROTHY FAYE HAMNER GLASS	RI	0.000140
2292255 01	001	MARY CAROLYN DYE	RI	0.000140
2292267 01	001	THOMAS G RATCLIFF	RI	0.003967
2292279 01	001	CLYDE A WILSON/SR	RI	0.003967
2292281 01	001	JOHN D WITTE	RI	0.001983
2292293 01	001	LUCILE COLE	RI	0.000141
2292300 01	001	LYLA SMITH	RI	0.000141
2292312 01	001	NENA SMITH	RI	0.000141
2292324 01	001	JOHN LYLE HAMNER	RI	0.000141

INTEREST TYPE LEGEND:

WI - WORKING INTEREST OR - OVERRIDING ROYALTY RI - ROYALTY INTEREST
PP - PRODUCTION PAYMENT TP - TOTAL PRODUCTION

UNION PACIFIC RESOURCES COMPANY

TO: Union Pacific Resources Company.
P.O.Box 2993
Fort Worth, Texas 76113-2993

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC) when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.
2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, E) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.
3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.
4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.
5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.
6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.
7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.
8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.
9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars (\$25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars (\$25.00).
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Union Pacific Resources

A Subsidiary of Union Pacific Corporation

PAGE 3
PROPERTY NUMBER 030144

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2292336 01	001	ROBERT S HAMNER/DEC	RI	0.000141
2292348 01	001	JACK A WITTE JR	RI	0.001983
0057721 01	001	STATE OF TEXAS	WI	0.012992
1535505 01	001	BALANCING ITEM	WI	0.200000
1536001 01	001	UNION PACIFIC RESOURCES CO.	WI	0.280000
1536001 01	002	UNION PACIFIC RESOURCES CO.	WI	0.041121
3572849 01	001	SINCLAIR OIL CORPORATION	WI	0.225000
3572849 01	002	SINCLAIR OIL CORPORATION	WI	0.096121

INTEREST TYPE LEGEND:

WI - WORKING INTEREST OR - OVERRIDING ROYALTY RI - ROYALTY INTEREST
PP - PRODUCTION PAYMENT TP - TOTAL PRODUCTION

UNION PACIFIC RESOURCES COMPANY

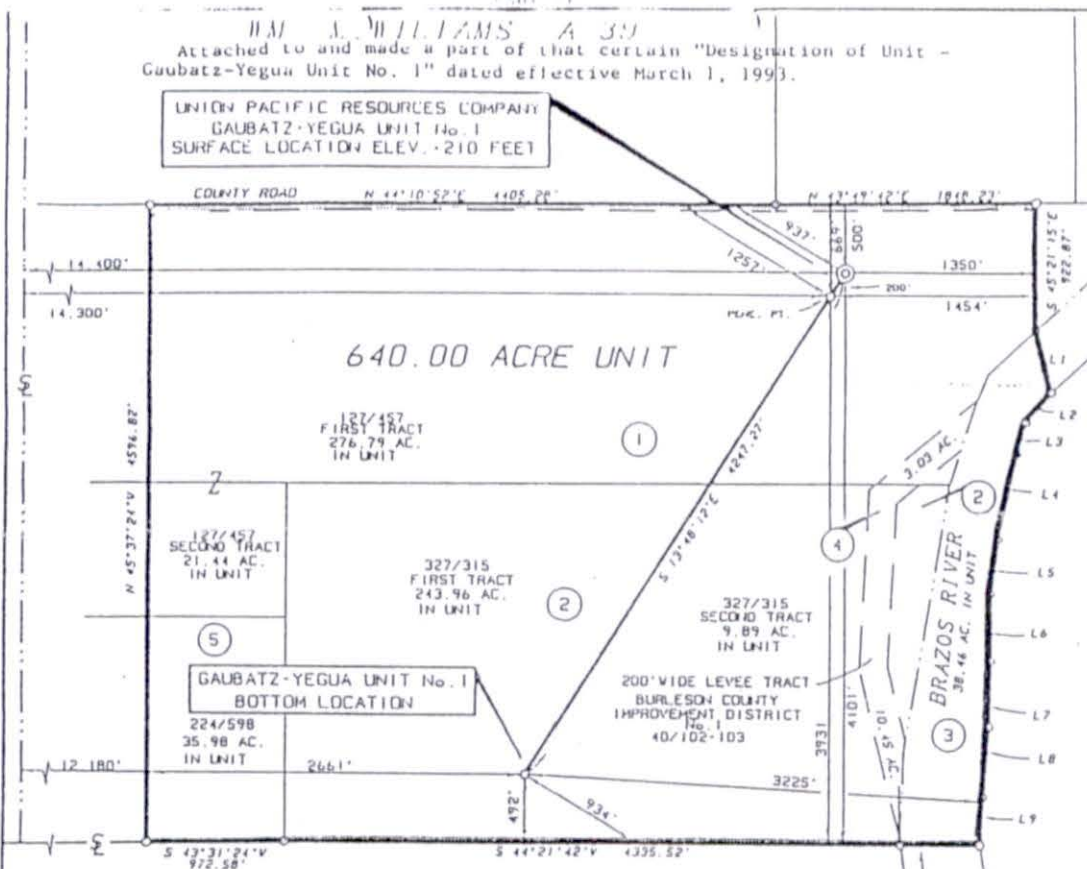
TO: Union Pacific Resources Company.
P.O.Box 2993
Fort Worth, Texas 76113-2993

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC) when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.
2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing C) making it merchantable, and D) transportation, if sold or taken off the property.
3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.
4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.
5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.
6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.
7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.
8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.
9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars (\$25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars (\$25.00).
10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

EXHIBIT "E"

WM. McWILLIAMS A-39
Attached and made a part of that certain "Designation of Unit - Gaubatz-Yegua Unit No. 1" dated effective March 1, 1993.

UNION PACIFIC RESOURCES COMPANY
GAUBATZ-YEGUA UNIT No. 1
SURFACE LOCATION ELEV. +210 FEET



ALFRED KENNON A-32

NOTES:

- 1) BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION
- 2) WELL IS LOCATED 7.2 MILES EAST SOUTHEAST OF SHOOK, TEXAS
- 3) ——— INDICATES LIMITS OF UNIT
- 4) EASEMENTS RECORDED IN VOL. 284/PG 911 & VOL. 284/PG 913 ARE BLANKET EASEMENTS TO VESCO PIPELINE CO.
- 5) EASEMENT RECORDED IN VOL. 283/PG 666 TO CLAJUGI GAS CO. DOES NOT AFFECT THIS UNIT
- 6) STATE PLANE COORDINATE DATA, 1927 DATUM

SURFACE LOCATION:
X- 3,255,968
Y- 315,811

BOTTOM LOCATION:
X- 3,257,131
Y- 311,726

LINE TABLE

LINE	BEARING	DISTANCE
L 1	S 59°13'25"E	454.29'
L 2	S 06°02'08"E	278.52'
L 3	S 30°28'41"E	236.44'
L 4	S 33°12'07"E	623.19'
L 5	S 37°59'04"E	393.72'
L 6	S 45°47'02"E	482.58'
L 7	S 44°39'13"E	467.88'
L 8	S 41°07'21"E	512.95'
L 9	S 42°24'25"E	344.29'

GAUBATZ-YEGUA UNIT No. 1

TRACT	ACRES IN UNIT	DESCRIPTION	DEED RECORDS VOL./PG
1	298.23	W. McWILLIE GAUBATZ	127/457 FIRST & SECOND TR
2	253.85	YEGUA PROPERTIES, LTD. FIRST CITY, TEXAS-BRYAN H.A.	327/315
3	38.46	STATE OF TEXAS	STATE LSE No. H-95040
4	13.48	STATE OF TEXAS	40/103 40/103
5	35.98	YEGUA PROPERTIES LTD.	224/598 TRACT 1
640.00 ACRES TOTAL IN UNIT			

SURVEYED MAY 18, 1992
REVISED NOVEMBER 17, 1992 (UNIT CONFIGURATION & DRAIN HOLE DIRECTION)
REVISED JANUARY 11, 1993 (MOVE SURFACE LOCATION AND BOTTOM LOCATION)

Karren L. Simpson
KARREN L. SIMPSON R.P.L.S. No. 4122
7701 CAMERON ROAD SUITE No. 108
AUSTIN TEXAS 78752
PHONE 15121 452-1513

UNION PACIFIC RESOURCES COMPANY
GAUBATZ-YEGUA UNIT No. 1
WM. McWILLIAMS SURVEY, A-39
BURLESON COUNTY, TEXAS
SCALE 1" = 1000'



Texas General Land Office
Garry Mauro, Commissioner

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701-1495
(512) 463-5001

July 19, 1993

Division Order Department
Union Pacific Resources
P.O. Box 2993
Fort Worth, TX 76113-2993

RE: Mineral File No. M-94913
Dear Sir or Madam:

This letter acknowledges the Division Order prepared by your company for execution by the individual royalty owners.

The statutes provide for the royalties that the State receives. It is not the policy of the General Land Office to execute division orders.

The General Land Office, insofar as permitted under the law, acquiesces in the sale of the oil and gas to you under the lease, as prescribed by law and under the terms and conditions set out in the lease covering the land in question.

We have filed the division order in the mineral file referenced above. If you have any questions, please feel free to call me at (512) 463-5042.

Sincerely,

Drew Reid, Landman
Lease Administration
Energy Resources

DR/dr

(12)

m-94913
Division Orders
7-19-93

(21)

COPY

Date of Preparation: July 20, 1993

OIL AND GAS DIVISION ORDER SENECA RESOURCES CORPORATION

TO: SENECA RESOURCES CORPORATION
333 Clay Street, Suite 4150
Houston, Texas 77002

EFFECTIVE: First Production

Each of the undersigned hereby certify and warrant that they are the legal owners of the interest set out opposite his, her or its name on Exhibit "A" attached hereto and made a part hereof, and that the interest is his, her or its correct and entire ownership and interest, whether royalty, mineral or otherwise, in the oil produced from and in the proceeds of the gas sold from or used off the leases or units known as:

<u>Well #</u>	<u>Well Name</u>	<u>County/State</u>
33610	Leachman-Robinson Unit #1	Burleson/Texas

Until further written notice, either from you to the undersigned or from the undersigned to you, you are hereby authorized to receive such oil and/or gas into your possession, or the possession of any person or company designated by you, the same to be run and measured in accordance with the customary pipeline rules and regulations, including those of the governmental agency having recognized jurisdiction over or control of the production and handling of oil and/or gas in such area, and to account for the proceeds received by you from the sale of such oil and/or gas according to the aforementioned Division of Interest Schedule.

The following covenants are also part of this division order and shall be binding upon the undersigned, his, her or its heirs, devisees, legal representatives, successors and assigns:

1. The word "OIL" as used herein is hereby declared to include all liquid hydrocarbons purchased hereunder, and the word "GAS" as used herein is hereby declared to include all gaseous substances, including oil well gas (casinghead gas).
2. The oil run hereunder shall, on the terms herein stated, become your property immediately upon being received into your possession or the possession of your designated nominee; and you agree to receive the oil hereunder and, subject to the further provisions hereof, to pay the respective owners therefor according to the division of interest herein indicated, either at the posted per barrel (42 gallons) field price for similar crude prevailing for the field where produced on the date of each respective run, or, if the oil is purchased by a nominee, the price to be paid shall be the same price received by Company from such nominee, and, in the absence of a pipeline connection, all prices are subject to deduction of barging or trucking costs and the applicable transportation tax thereof. You, your designated carrier or purchaser, may treat or steam unmerchantable oil before acceptance thereunder, and the expense therefor may be withheld.
3. The price to be paid for gas received hereunder shall be based on the amount realized from such sales. Prior to computing any royalties or other interest hereunder, you are authorized hereby to deduct any and all federal, state or local taxes imposed on or incident to the severance, production, gathering, processing and marketing of gas, all costs of treating such gas to make it merchantable and all costs which you have incurred in transporting such to any purchaser.
4. If a refund of a portion of the proceeds derived from the sale of gas may be required under any order, rule or regulation of the Federal Energy Regulatory Commission or the provisions of the Natural Gas Policy Act of 1978 or any amendments thereto, Seneca Resources Corporation ("Company") may hold without interest the portion of the proceeds subject to refund until indemnity satisfactory to Company has been furnished, or until Company's refund obligation has been finally determined. If at any time a refund of a portion of the proceeds derived from the sale of gas which has been paid, the undersigned is required under any order, rule or regulation of the Federal Energy Regulatory Commission or the provisions of the Natural Gas Policy Act of 1978 or any amendments thereto, Company may recover said refund by deduction from future payments or, at Company's discretion, may invoice the undersigned for that portion applicable to the undersigned's interest, plus the legal rate of interest Company is required to pay applicable to the undersigned's portion of the refund.
5. The undersigned hereby adopt, ratify, and confirm each oil and gas lease, unit designation or agreement, and gas sales or processing agreement, and all amendments thereof, under which the production covered hereby is produced, processed and sold. In the event all or any portion of the land described herein or any formation underlying same be included in one or more units now or hereafter formed or revised by order of any appropriate governmental authority or in one or more duly authorized voluntary units now or hereafter formed or revised, it is agreed that this division order shall be subject to such unit or units so formed or revised and that settlements shall be made in accordance with the production allocated to said tract or formation without requiring the execution of additional division orders.
6. Settlement shall be made monthly by Company's check mailed to each of the undersigned at the address indicated. However, if the proceeds for any one month amount to less than \$25.00, Company is hereby authorized to accumulate the total and make settlement in the month the total reached \$25.00 or on December 31 of each year, whichever occurs first.
7. The undersigned hereby warrant and guarantee the title to the interest credited to him, her or it herein. In the event there is any adverse claim of title to the production affected hereby or any part thereof as to the interest of the undersigned in the lands from which such production is obtained, the undersigned agrees that you may hold the proceeds of such production attributable to such interest, without interest, until evidence of good title satisfactory to you has been furnished, or such dispute as to the ownership has been settled, or until the undersigned furnishes indemnity satisfactory to Company. In the event any action or suit is filed in any court affecting title to the interest of an owner herein, or to the gas run to the credit of such interest, written notice of the filing of such suit or action shall be immediately furnished you by the owner of such interest, stating the court in which the same is filed and the title of such suit or action.
8. Any of the undersigned executing this division order as a lien holder agree that you are authorized to make payment direct to the owner of the royalty or other interest subject to the lien of all proceeds accruing to such owner's interest and waives any rights thereto until you are furnished written notice to the contrary.

9. Seneca Resources Corporation is hereby relieved of any responsibility for determining when any of the interest hereinabove set forth shall revert to other parties as a result of the completion or discharge of money or other payments from said interest and the signers hereof whose interests are affected by such money or other payments, if any agree to deliver to Seneca Resources Corporation notice in writing, at the above address, when any such money or other payments have been completed or discharged or when any other division of interest than that set forth above shall, for any reason, become effective and to furnish transfer orders accordingly, and that in the event such notice shall not be delivered to Seneca Resources Corporation, it shall be held harmless in the event of, and is hereby released from, any and all damage or loss which might arise out of any overpayment.

10. Until you actually receive notice in writing at the above address of any change in ownership or transfer or of any increase or decrease in the amount of character of any owner's interest (whether or not now provided for in any recorded instrument heretofore furnished to you), together with certified copies of properly recorded instruments in evidence thereof, you may continue to make payments for oil and/or gas sold on the basis of the ownership set forth in said Division of Interest Schedule, and you shall be held harmless from any loss arising out of any overpayment as a result of failure to receive written notice of any such change in ownership, transfer or difference in interest. Any such change in ownership or transfer of any increase or decrease in the amount of character of any owner's interest shall be made subject to this division order and shall be effective (insofar as payments made hereunder are concerned) at 7:00 o'clock A.M. on the first day of a calendar month, and shall not, as to you, be effective as to runs earlier than 7:00 o'clock A.M. of the first day of the calendar month during which you receive notice of such change, transfer or difference.

11. This division order may be terminated by you or by any one or more of the undersigned (as to his, her or its interests) as to any future sales or deliveries of oil and/or gas from said lease provided that no such termination shall affect any rights given you or any of the undersigned under the terms hereof as to sales or deliveries of oil and/or gas theretofore made, or as to sums theretofore paid hereunder, and provided further, that no such termination by any of the undersigned shall be effective as to you until thirty days after written notice thereof has been received by you at the above address. Consent is hereby given to you and/or any pipeline company which you may cause to connect with said well, to disconnect and remove such pipelines in case of termination by either you or us to purchase under this division order.

12. In the event there is a conflict between any of the terms and conditions of this division order and the operating agreement or other like agreement covering the oil and gas operations on the land described herein, the terms and conditions of such operating agreement shall control.

All of the provisions herein contained shall apply to each of the undersigned separately and not jointly. This division order may be executed in multiple counterparts and shall be binding on each party as soon as signed by such party regardless of whether or not the same is signed by any other party.

WITNESSES:

By _____

SS/Tax No. _____

Address: _____

By _____

SS/Tax No. _____

Address: _____

PLEASE SIGN YOUR NAME EXACTLY AS SHOWN ON THE INTEREST SCHEDULE
AND ENTER YOUR SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER
IN THE SPACE PROVIDED.

EXHIBIT "A"

Division Order Number 33610

Well Name: Leachman-Robinson Unit 1
 Prospect: N. E. Clay

Description: 760.0 acres, and being all of that certain 760.0 acres described in that certain Designation of Unit dated February 10, 1993, recorded in Volume 212, Page 570, Oil and Gas Records, Burleson County, Texas, LIMITED, HOWEVER, to the Austin Chalk Formation, being that interval found between 10,713 feet and 11,124 feet in the QMG Leachman #1 Well, which is located 6,590 feet from the southwest line and 1,000 feet from the northeast line of the A. Kennon Survey, A-32, Burleson County, Texas

TRACT FACTOR = 1/3379 = 2.95945546

OWNER NO.:	CREDIT TO:	TYPE	INTEREST	GAS	TIMES TRACT FACTOR
→ 3501	State of Texas Commissioner/Gen Land Office 1700 N. Congress Avenue Stephen F. Austin Bldg. Austin, TX 78701	RI	0.0109784		0.0324901
C561	Robert D. Leachman and Elizabeth F. Leachman 6 Beaver Tail Point Houston, TX 77024	RI	0.0277232		0.0820457
1579	Dorothy M. Lavender 2009 Elmhurst Drive Arlington, TX 76012	RI	0.0020994		0.0062131

OWNER NO.:	CREDIT TO:	TYPE	INTEREST	GAS	TIMES TRACT FACTOR
1872	Mary D. Siegert R. R. 5 Box 704 Bryan, TX 77803-9445	RI	33.79% of (1/5 of 1/2 of 70.56/760.0, less 1/2 of 1/16 of 70.56/760.0)	0.0021567	0.0063829
C571	James O. Siegert Rt. 5, Box 728 Bryan, TX 77803	RI	33.79% of (1/5 of 1/6 of 70.56/760.0, less 1/2 of 1/16 of 70.56/760.0)	0.0007189	0.0021276
C572	Linda S. Warren 4300 Woody Lane Bryan, TX 77803	RI	33.79% of (1/5 of 1/6 of 70.56/760.0, less 1/2 of 1/16 of 70.56/760.0)	0.0007189	0.0021276
C573	Paul W. Siegert 2906 Wood Meadow Drive Bryan, TX 77802	RI	33.79% of (1/5 of 1/6 of 70.56/760.0, less 1/2 of 1/16 of 70.56/760.0)	0.0007189	0.0021276
1880	G. W. Robinson P.O. Box 66 Seabrook, TX 77586	RI	33.79% of (1/6 of 51.73/760.0, less 1/16 of 51.73/760.0)	0.0023967	0.0070903
1811	John S. Williams 191-D Mulberry El Paso, TX 79932	RI	33.79% of (1/6 of 43.29/760.0, less 1/16 of 43.29/760.0)	0.0020049	0.0059334
1582	Joseph M. Cox 910 East 32nd Street Bryan, TX 77803	RI	33.79% of (1/6 of 43.29/760.0, less 1/16 of 43.29/760.0)	0.0020049	0.0059334

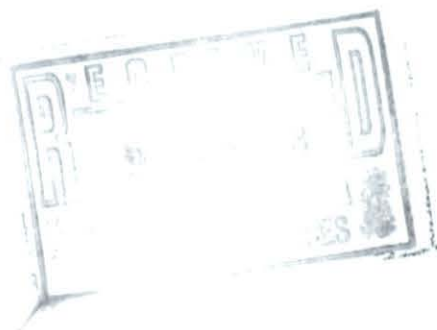
OWNER NO.:	CREDIT TO:	TYPE	INTEREST	GAS	TIMES TRACT FACTOR
C911	Flairtex Resources c/o Houston National Bank P.O. Box 131058 Houston, TX 77219	NPRI	0.0056804		0.0168108
C912	George W. Fairbanks Route 2 Box 69 Somerville, TX 77879	NPRI	0.0014075		0.0041657
C913	John F. Fairbanks 4527 Slogangate Drive Spring, TX 77373	NPRI	0.0014075		0.0041657
C914	Jo Ella Wegner Route 2 Box 69 Somerville, TX 77879	NPRI	0.0014075		0.0041657

OWNER NO.:	CREDIT TO:	TYPE	INTEREST	GAS	TIMES TRACT FACTOR
C915	Lloyd Fairbanks P.O. Box 107 Clay, TX 77839	NPRI	33.79% of (1/7 of 1/16 of 100.4/760.0, plus 1/7 of 1/16 of 45.33/760.0, plus 1/7 of 1/16 of 70.56/760.0, plus 1/7 of 1/16 of 51.73/760.0, plus 1/7 of 1/16 of 43.29/760.0, plus 1/7 of 1/16 of 43.29/760.0)	0.0014075	0.0041657
C916	Floyd Fairbanks P.O. Box 625 Humble, TX 77338	NPRI	33.79% of (1/7 of 1/16 of 100.4/760.0, plus 1/7 of 1/16 of 45.33/760.0, plus 1/7 of 1/16 of 70.56/760.0, plus 1/7 of 1/16 of 51.73/760.0, plus 1/7 of 1/16 of 43.29/760.0, plus 1/7 of 1/16 of 43.29/760.0)	0.0014075	0.0041657
C917	Jimmy Wayne Fairbanks 1501 Knox Humble, TX 77347	NPRI	33.79% of (1/21 of 1/16 of 100.4/760.0, plus 1/21 of 1/16 of 45.33/760.0, plus 1/21 of 1/16 of 70.56/760.0, plus 1/21 of 1/16 of 51.73/760.0, plus 1/21 of 1/16 of 43.29/760.0, plus 1/21 of 1/16 of 43.29/760.0)	0.0004692	0.0013886
C918	Roger Dale Fairbanks Unknown	NPRI	33.79% of (1/21 of 1/16 of 100.4/760.0, plus 1/21 of 1/16 of 45.33/760.0, plus 1/21 of 1/16 of 70.56/760.0, plus 1/21 of 1/16 of 51.73/760.0, plus 1/21 of 1/16 of 43.29/760.0, plus 1/21 of 1/16 of 43.29/760.0)	0.0004692	0.0013886

OWNER NO.:	CREDIT TO:	TYPE	INTEREST	GAS	TIMES TRACT FACTOR
C919	Marshall Lee Fairbanks, Jr. 3910 Hunters Tree San Antonio, TX 78230	NPRI			
	33.79% of (1/21 of 1/16 of 100.4/760.0, plus 1/21 of 1/16 of 45.33/760.0, plus 1/21 of 1/16 of 70.56/760.0, plus 1/21 of 1/16 of 51.73/760.0, plus 1/21 of 1/16 of 43.29/760.0, plus 1/21 of 1/16 of 43.29/760.0)		0.0004692		0.0013886
C920	Leland H. Miller Route 2, Box 160 Fayetteville, TX 78940	NPRI			
	33.79% of (1/21 of 1/16 of 100.4/760.0, plus 1/21 of 1/16 of 45.33/760.0, plus 1/21 of 1/16 of 70.56/760.0, plus 1/21 of 1/16 of 51.73/760.0, plus 1/21 of 1/16 of 43.29/760.0, plus 1/21 of 1/16 of 43.29/760.0)		0.0004692		0.0013886
C921	E. Richard Criss, Jr., Suzanne C. Weikman and Carol C. Holloway, as Independent Executors of the Estate of E. Richard Criss, Deceased 3755 Capitol of Texas Highway South Austin, TX 78707	NPRI			
	33.79% of (1/2 of 1/21 of 1/16 of 100.4/760.0, plus 1/2 of 1/21 of 1/16 of 45.33/760.0, plus 1/2 of 1/21 of 1/16 of 70.56/760.0, plus 1/2 of 1/21 of 1/16 of 51.73/760.0, plus 1/2 of 1/21 of 1/16 of 43.29/760.0, plus 1/2 of 1/21 of 1/16 of 43.29/760.0)		0.0002346		0.0006945

OWNER NO.:	CREDIT TO:	TYPE	INTEREST	GAS	TIMES TRACT FACTOR
C922	Virginia E. Criss 3665 Piping Rock Houston, TX 77027	NPRI			
	33.79% of (1/2 of 1/21 of 1/16 of 100.4/760.0, plus 1/2 of 1/21 of 1/16 of 45.33/760.0, plus 1/2 of 1/21 of 1/16 of 70.56/760.0, plus 1/2 of 1/21 of 1/16 of 51.73/760.0, plus 1/2 of 1/21 of 1/16 of 43.29/760.0, plus 1/2 of 1/21 of 1/16 of 43.29/760.0)		0.0002346		0.0006945
8641	Cynthia W. Mueller 352 South Main LaGrange, TX 78945	NPRI			
	33.79% of (1/2 of 1/21 of 1/16 of 100.4/760.0, plus 1/2 of 1/21 of 1/16 of 45.33/760.0, plus 1/2 of 1/21 of 1/16 of 70.56/760.0, plus 1/2 of 1/21 of 1/16 of 51.73/760.0, plus 1/2 of 1/21 of 1/16 of 43.29/760.0, plus 1/2 of 1/21 of 1/16 of 43.29/760.0)		0.0002346		0.0006945
8647	Margie K. Woods Emerald Bay 112 Marina Drive Bullard, TX 75757	NPRI			
	33.79% of (1/4 of 1/21 of 1/16 of 100.4/760.0, plus 1/4 of 1/21 of 1/16 of 45.33/760.0, plus 1/4 of 1/21 of 1/16 of 70.56/760.0, plus 1/4 of 1/21 of 1/16 of 51.73/760.0, plus 1/4 of 1/21 of 1/16 of 43.29/760.0, plus 1/4 of 1/21 of 1/16 of 43.29/760.0)		0.0001173		0.0003473

OWNER NO.:	CREDIT TO:	TYPE	INTEREST	GAS	TIMES TRACT FACTOR
B537	Wallace Lee Honeycutt, Trustee and Ruth Nancy Honeycutt, Trustee P.O. Box 1248 Gold Beach, OR 97444	NPRI			
	33.79% of (1/4 of 1/21 of 1/16 of 100.4/760.0, plus 1/4 of 1/21 of 1/16 of 45.33/760.0, plus 1/4 of 1/21 of 1/16 of 70.56/760.0, plus 1/4 of 1/21 of 1/16 of 51.73/760.0, plus 1/4 of 1/21 of 1/16 of 43.29/760.0, plus 1/4 of 1/21 of 1/16 of 43.29/760.0)				
				<u>0.0001173</u>	<u>0.0003473</u>
			TOTAL ROYALTY	0.0670540	0.1984435
0001	Seneca Resources Corporation	NRI			
	33.79% of (4/5 of 306.63/760.0, plus 4/5 of 100.4/760.0, plus 5/6 of 45.33/760.0, plus 4/5 of 70.56/760.0, plus 5/6 of 51.73/760.0, plus 5/6 of 43.29/760.0, plus 5/6 of 43.29/760.0, plus 3/4 of 8.24/760.0, plus 3/4 of 90.53/760.0)				
				0.2708460	0.8015565
			TOTAL NRI	0.2708460	0.8015565
			FINAL TOTALS (GROSS GAS PAID TO SRC)	<u>0.3379000</u>	<u>1.0000000</u>





Texas General Land Office
Garry Mauro, Commissioner

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701-1495
(512) 463-5001

July 29, 1993

Division Order Department
Seneca Resources Corporation
333 Clay Street, Suite 4150
Houston, TX 77002

RE: Mineral File No. M-94913
Dear Sir or Madam:

This letter acknowledges the Division Order prepared by your company for execution by the individual royalty owners.

The statutes provide for the royalties that the State receives. It is not the policy of the General Land Office to execute division orders.

The General Land Office, insofar as permitted under the law, acquiesces in the sale of the oil and gas to you under the lease, as prescribed by law and under the terms and conditions set out in the lease covering the land in question.

We have filed the division order in the mineral file referenced above. If you have any questions, please feel free to call me at (512) 463-5042.

Sincerely,

Drew Reid, Landman
Lease Administration
Energy Resources

DR/dr

M-94913

Lewisia Ruder

7-29-93

(13)

(13)

DO NOT DESTROY

GLO-36-10-84

-MEMO-

Operator Union Pacific Resources ¹⁷³⁰⁷³⁹⁹⁷³⁷

Unit Name See - Huggins Unit #1

County ⁰³ Brazos & Burleson

Effective Date 2-16-93

Unitized for: Oil Gas Oil & Gas

1. M.F. No. 094913

Area Uplands Tr. 6

Sec. Blk. Survey

$$\begin{array}{r}
 10.11 \\
 \hline
 640.00 \times \frac{1}{5} \quad .3159 \quad \% \\
 \hline
 .015796 \quad .20 \quad .003159
 \end{array}$$

2. M.F. No. 095040

Area Uplands Tr. 32

Sec. Blk. Survey

$$\begin{array}{r}
 92.07 \\
 \hline
 7210.00 \times \frac{1}{5} \quad 2.8771 \quad \% \\
 \hline
 .143857 \quad .20 \quad .028771
 \end{array}$$

3. M.F. No.

Area Tr.

Sec. Blk. Survey

$$\begin{array}{r}
 \hline
 \times \quad \hline
 \hline
 \hline
 \end{array}$$

4. M.F. No.

Area Tr.

Sec. Blk. Survey

$$\begin{array}{r}
 \hline
 \times \quad \hline
 \hline
 \hline
 \end{array}$$

REMARKS: Kegel 9/28/00 mcs.

031930

POOLING COMMITTEE REPORT

2153
PERMANENT

TO: SCHOOL LAND BOARD
 DATE: July 6, 1993
 OPERATOR: Union Pacific Resources Co. COUNTY: Brazos & Burleson
 UNIT NAME: See-Huggins Unit No. 1 FIELD: Clay, NE
 (Austin Chalk 11350)

STATE LEASE(S) IN UNIT

Lease *Type	State Number	State Royalty	Expiration Date	Term Year	Acres Acres	Acres In Unit	Lessee of Record
SF	M-95040	1/4 **	8-4-94	2	550	92.07	UPRC
SF	M-94913	1/4 **	4-7-95	3	29	10.11	UPRC

** Subject to Royalty Reduction Provision

- * RAL = Relinquishment Act
- * SF = State Fee
- * FR = Free Royalty

PRIVATE ACRES: 537.82
 STATE ACRES: 102.18
 TOTAL UNIT ACRES: 640.00

Unitized for: Depth(s): Well Location:
 Oil _____ See Remarks State Land _____
 Gas _____ Formation: Private Land X
 Both X See Remarks

Participation: Railroad Commission Rules:
 Basis See Remarks Spacing 760 Acres
 State Acreage 15.966% Acreage Factor 82.16%
 State Unit Royalty 3.193%

Agree to drill to density of field rules: Yes X No _____
 Holds only acreage included in the unit
 past primary term: Yes X No _____
 Satisfactory geological data furnished: Yes X No _____

REMARKS:

- . On February 16, 1993 the School Land Board approved six month temporary pooling of the See-Huggins Unit No. 1 to all depths. Union Pacific Resources Company now requests permanent pooling of the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 10,600 feet to 11,010 feet shown on the electric log of Clayton Williams Jr. Hal Christopher well no. 1.
- . The applicant completed the proposed unit well on March 1, 1993. The proposed horizontal length is 3,824.86 feet.
- . If the unit is approved, the applicant will earn a royalty reduction to 20%, making the State's unit royalty participation 3.193%.
- . Horizontal severance is effective 2 years after the primary or extended term as provided in the lease agreement.
- . APPROVAL BY THE SCHOOL LAND BOARD IN NO WAY RATIFIES ANY OF THE STATE LEASES INCLUDED IN THIS PROPOSED UNIT.

POOLING COMMITTEE RECOMMENDATION:

- . The Pooling Committee recommends Board approval of permanent unit, under the provisions set out above.

Susan D Albers

Susan D. Albers

Priscilla M. Hubenak

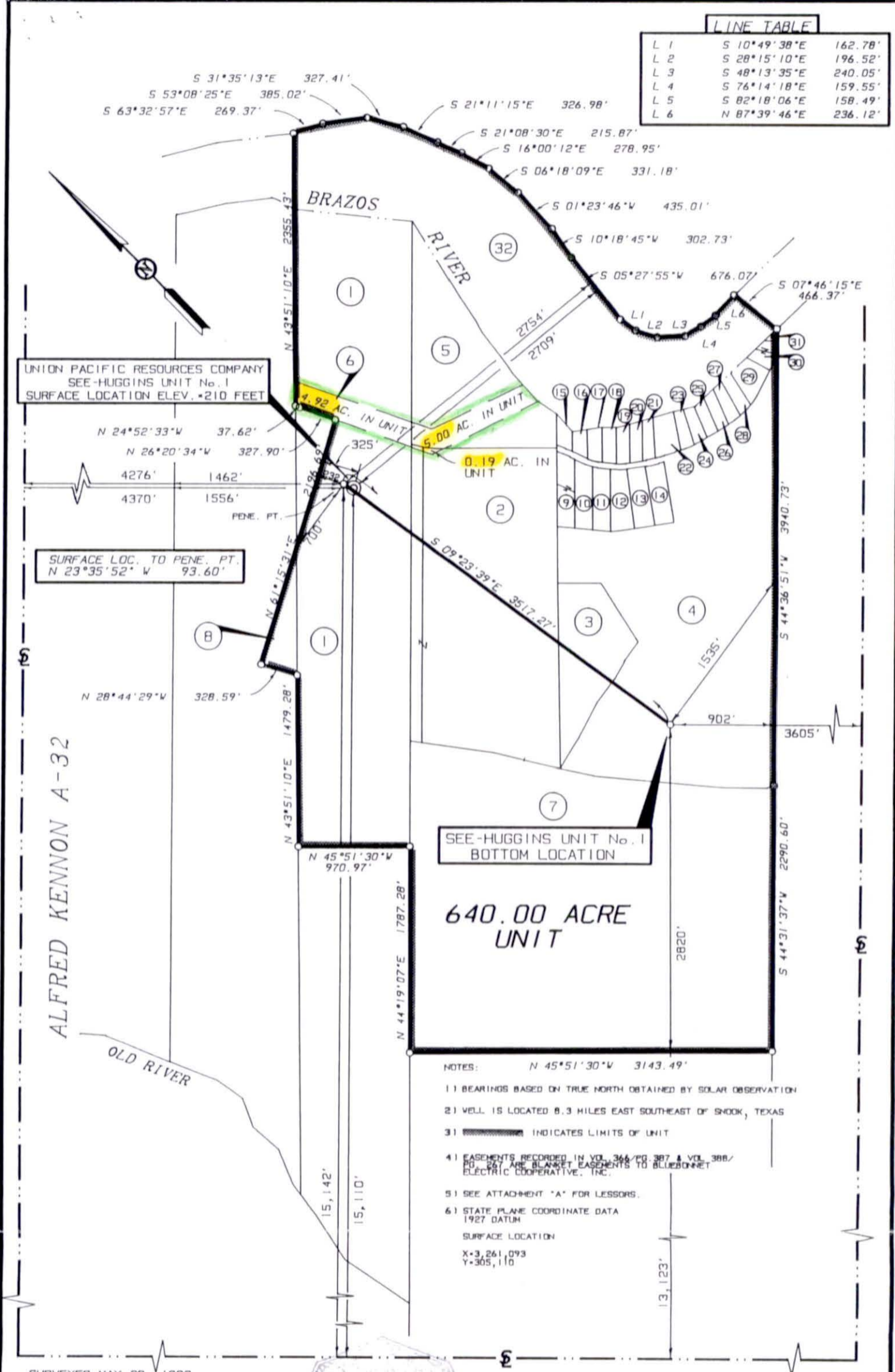
Priscilla M. Hubenak

Peter A. Boone

Peter A. Boone

LINE TABLE

L 1	S 10°49'38"E	162.78'
L 2	S 28°15'10"E	196.52'
L 3	S 48°13'35"E	240.05'
L 4	S 76°14'18"E	159.55'
L 5	S 82°18'06"E	158.49'
L 6	N 87°39'46"E	236.12'



UNION PACIFIC RESOURCES COMPANY
SEE-HUGGINS UNIT No. 1
SURFACE LOCATION ELEV. +210 FEET

SURFACE LOC. TO PENE. PT.
N 23°35'52" W 93.60'

SEE-HUGGINS UNIT No. 1
BOTTOM LOCATION

640.00 ACRE
UNIT

- NOTES:
- 1) BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION
 - 2) WELL IS LOCATED 8.3 MILES EAST SOUTHEAST OF SNOOK, TEXAS
 - 3) INDICATES LIMITS OF UNIT
 - 4) EASEMENTS RECORDED IN VOL. 366/PG. 387 & VOL. 388/PG. 247 ARE BLANKET EASEMENTS TO BLUEBONNET ELECTRIC COOPERATIVE, INC.
 - 5) SEE ATTACHMENT "A" FOR LESSORS.
 - 6) STATE PLANE COORDINATE DATA 1927 DATUM
- SURFACE LOCATION
X=3,261,093
Y=305,110

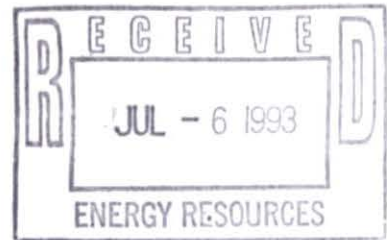
SURVEYED MAY 20, 1992
REVISED NOVEMBER 12, 1992 (UNIT CONFIGURATION)
REVISED JUNE 8, 1993 (AS-DRILLED)
REVISED JUNE 30, 1993 (LEVEE ACREAGE)

Warren L. Simpson

WARREN L. SIMPSON R.P.L.S. No. 4122
7701 CAMERON ROAD SUITE No. 108
AUSTIN TEXAS 78752
PHONE (512) 452-1513



(AS-DRILLED)
UNION PACIFIC RESOURCES COMPANY
SEE-HUGGINS UNIT No. 1
ALFRED KENNON SURVEY, A-32
BURLESON COUNTY, TEXAS
SCALE 1" = 1000'



FIELD NOTES

UNION PACIFIC RESOURCES COMPANY
SEE-HUGGINS UNIT No.1 WELL
LEVEE TRACT

Being 10.11 acres of land out of the Alfred Kennon Survey, Abstract No. 32 in Burleson County, Texas; being 4.92 acres of land out of that certain tract of land conveyed by L.A. Nash, et ux, to John K. Parker by deed recorded in Volume 40, Page 104; being 5.19 acres of land out of that certain tract of land conveyed by O.A. Seward to John K. Parker by deed recorded in Volume 40, Page 104, all in the Deed Records of Burleson County, Texas and being more particularly described as follows:

COMMENCING at an iron rod found in the southeast line of that certain tract of land conveyed to Edward C. See by deed recorded in Volume 153, Page 591 from which the east corner of said See tract on the west bank of the Brazos river bears N 44°31'25" E, a distance of 1900.77 feet;

THENCE S 44°27'44" W, along the southeast line of said See tract, a distance of 37.25 feet to the PLACE OF BEGINNING;

THENCE traversing the interior of said See tract, the following two (2) courses and distances:

- 1) N 26°20'34" W, 1031.71 feet to a point for angle;
- 2) N 24°52'33" W, 37.62 feet to a point for the west corner of the herein described tract of land in the northwest line of said See tract;

THENCE N 43°51'10" E, along the northwest line of said See tract, a distance of 214.62 feet to a point for the north corner of the herein described tract of land;

THENCE traversing the interior of said See tract and that certain tract of land conveyed to Duane A. Thielemann, by deed recorded in Volume 408, Page 574, the following three (3) courses and distances:

- 1) S 24°52'33" E, 112.92 feet to a point for angle,
- 2) S 26°20'34" E, 1137.82 feet to a point for angle,
- 3) S 71°40'34" E, 876.90 feet to a point for the east corner of the herein described tract of land on the west bank of the Brazos River;

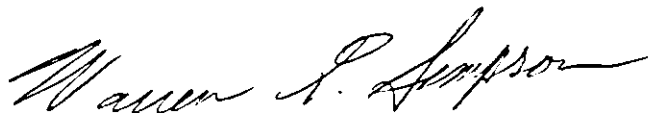
THENCE along the west bank of the Brazos River and with the northeast line of said Thielemann tract, the following two (2) courses and distances:

- 1) S 03°02'52" W, 184.32 feet to a point for angle,
- 2) S 02°53'37" E, 232.81 feet to a point for the south corner of the herein described tract of land;

THENCE traversing the interior of said Thielemann tract and those certain tracts of land conveyed to Charles Ray Conner Jr., described as Tracts 1 and 2, in a deed recorded in Volume 386, Page 151, the following two (2) courses and distances:

- 1) N 71°40'34" W, 1017.60 feet to a point for angle,
- 2) N 26°20'34" W, 192.20 feet to the PLACE OF BEGINNING and containing 10.11 acres of land, more or less.

Bearings based on True North obtained by solar observation.



Warren L. Simpson
Registered Professional Land Surveyor No. 4122
June 30, 1993



FIELD NOTES

UNION PACIFIC RESOURCES COMPANY
SEE-HUGGINS UNIT No.1 WELL
BRAZOS RIVER TRACT

Being 92.07 acres of land in Burleson and Brazos Counties, Texas, located within the banks of the Brazos River, abutting that certain tract of land conveyed to Edward C. See, by deed recorded in Volume 153, Page 591, that certain tract of land conveyed to Duane A. Thielemann, by deed recorded in Volume 408, Page 574, and that certain tract of land described in "Exhibit A" of a Declaration of Covenants, Conditions and Restrictions recorded in Volume 368, Page 288, all in the Deed Records of Burleson County, Texas and being more particularly described as follows:

BEGINNING at a point on the west bank of the Brazos River for the east corner of said See tract, from which an iron rod found in the southeast line of said See tract bears S 44°31'25" W, 1900.77 feet

THENCE N 39°30'08" W, along the west bank of said Brazos River and with the northeast line of said See tract, a distance of 1035.35 feet to a point for the north corner of said See tract and the west corner of the herein described tract of land;

THENCE N 43°51'10" E, traversing across said Brazos River, a distance of 660.93 feet to a point for the north corner of the herein described tract of land on the east bank of said Brazos River;

THENCE along the east bank of the Brazos River the following sixteen (16) courses and distances:

- 1) S 63°32'57" E, 269.37 feet,
- 2) S 53°08'25" E, 385.02 feet,
- 3) S 31°35'13" E, 327.41 feet,
- 4) S 21°11'15" E, 326.98 feet,
- 5) S 21°08'30" E, 215.87 feet,
- 6) S 16°00'12" E, 278.95 feet,

- 7) S 06°18'09" E, 331.18 feet,
- 8) S 01°23'46" W, 435.01 feet,
- 9) S 10°18'45" W, 302.73 feet,
- 10) S 05°27'55" W, 676.07 feet,
- 11) S 10°49'38" E, 162.78 feet,
- 12) S 28°15'10" E, 196.52 feet,
- 13) S 48°13'35" E, 240.05 feet,
- 14) S 76°14'18" E, 159.55 feet,
- 15) S 82°18'06" E, 158.49 feet,
- 16) N 87°39'46" E, 236.12 feet to a point for an east corner of the herein described tract of land on the east bank of said Brazos River:

THENCE S 07°46'15" E, traversing across said Brazos River, a distance of 466.37 feet to a fence corner post on the west bank of said Brazos River for the south corner of the herein described tract of land and the occupied east corner of said tract of land described in Volume 368, Page 288;

THENCE along the west bank of said Brazos River and the northeast lines of said tract of land described in Volume 368, Page 288, and said Thielemann tract, the following fifteen (15) courses and distances;

- 1) N 89°03'32" W, 970.42 feet,
- 2) N 59°31'27" W, 237.49 feet,
- 3) N 62°07'10" W, 245.72 feet,
- 4) N 61°02'10" W, 218.33 feet,
- 5) N 45°25'21" W, 166.02 feet,
- 6) N 54°43'21" W, 231.33 feet,
- 7) N 11°52'57" E, 252.21 feet,
- 8) N 27°10'48" W, 184.42 feet,

- 9) N 03°02'52" E, 321.46 feet,
- 10) N 09°47'27" E, 132.82 feet,
- 11) N 06°10'32" E, 301.02 feet,
- 12) N 15°37'52" E, 121.25 feet,
- 13) N 10°21'52" E, 201.66 feet,
- 14) N 10°57'42" E, 200.66 feet,
- 15) N 12°27'32" E, 601.01 feet to the PLACE OF BEGINNING and containing 92.07 acres of land, more or less.

Bearings based on True North obtained by solar observation.



Warren L. Simpson
Registered Professional Land Surveyor No. 4122
June 30, 1993



(14) M-94913

Pooling Committee Rpt.
FILED: 10-4-93

**POOLING AGREEMENT
UNION PACIFIC RESOURCES COMPANY
SEE-HUGGINS UNIT NO. 1
BRAZOS AND BURLISON COUNTIES, TEXAS**

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Union Pacific Resources Company, herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES:

1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION:

2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED:

3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 10,600 feet to 11,010 feet as shown on the electric log of Clayton Williams Jr. Hal Christopher Well No. 1 ("unitized interval").

POOLING AND EFFECT:

4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

- (a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.
- (b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized and production of oil or gas from the unitized area through any directional well surfaced on adjacent or adjoining land or drilling or reworking of any such directional well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.
- (c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each

such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.

- (d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom.
- (e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners or otherwise diminished by reason of this Agreement.
- (f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.
- (g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 640 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.
- (h) This Agreement shall not relieve Lessee from the duty of protecting the State Leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.
- (i) There shall be no obligation to drill internal offset to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral except as provided herein.
- (j) Should this Agreement terminate for any cause, in whole or in part, the leases and other contracts affecting the lands within the unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of this Agreement.

ALLOCATION OF PRODUCTION:

5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND:

6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this

pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

FULL MARKET VALUE: 7.

In the event the State does not elect to take its royalty in kind, the State shall receive full market value for its royalty hereunder, such value to be determined as follows:

- (a) As to royalty on oil by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or (2) the highest market price thereof offered or paid for the field where produced and when run, or (3) gross proceeds of the sale thereof, whichever is the greater;
- (b) As to royalty on gas, such value to be based on (1) the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or (2) the gross price paid or offered to the producer, whichever is the greater.

(For the purposes of this Agreement "field" means the general area in which the lands covered hereby are located.)

EFFECTIVE DATE: 8.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of July 6, 1993, such that the State will participate in the production from the Unit well from the date the pooled mineral is first produced.

TERM: 9.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof which are contained in any State lease covered by this Agreement.

STATE LAND: 10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Brazos and Burleson Counties, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER: 12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS: 13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed 9/29/93

Legal AM
Geology JA
Execution JA

STATE OF TEXAS
By Garry Mauro
Garry Mauro, Commissioner
of the General Land Office

Date Executed Sept. 7, 1993

UNION PACIFIC RESOURCES COMPANY
By Carolyn J. David *JCE*
Its Attorney-In-Fact *JB*

ATTEST:

CERTIFICATE

I, Linda K. Fisher, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 6th day of July, 1993, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 28th day of September, 1993.

Linda K. Fisher
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me on September 7, 1993, by Carolyn J. David as ATTORNEY IN FACT of Union Pacific Resources Company, a Delaware corporation, on behalf of said corporation.

Leigh M. Kaufman
Notary Public in and for the
State of Texas
Commission expires: _____



Date Executed 09/20/93

TORCH ENERGY ASSOCIATES

By [Signature]

Its MATTHEW S. RAMSEY
Vice President

Approval
[Signature]

Date Executed 09/20/93

NUEVO ENERGY COMPANY

By [Signature]

Its MATTHEW S. RAMSEY
Senior Vice President-Land

Approval
[Signature]

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 20th day of September, 1993, by Matthew S. Ramsey, the VP of TORCH ENERGY ASSOCIATES, a Texas Limited Partnership, on behalf of said partnership.



Deborah A. Davis
Notary Public in and for the
State of Texas
My commission expires: 3-23-97

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 20th day of September, 1993, by Matthew S. Ramsey, the SR. V.P. Land of NUEVO ENERGY COMPANY, a Delaware corporation, on behalf of said corporation.



Deborah A. Davis
Notary Public in and for the
State of Texas
My commission expires: 3-23-97

Date Executed SEPT. 10 '93

SINCLAIR OIL CORPORATION
By [Signature]
Its VICE PRESIDENT

STATE OF Utah
COUNTY OF Salt Lake

This instrument was acknowledged before me on the 10th day of September, 1993, by K. J. Smith, the Vice President of SINCLAIR OIL CORPORATION, a Wyoming corporation, on behalf of said corporation.



[Signature]
Notary Public in and for the State of Utah
My commission expires: 8/23/95

Exhibit "A"

Attached to and made a part of that certain "Pooling Agreement, Union Pacific Resources Company, See-Huggins Unit No. 1, Brazos and Burleson Counties, Texas".

Lease #: TX1-41922(1)
Lessor: Samuel W. Rizzo
Lessee: Union Pacific Resources Company
Dated: July 31, 1990
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 174, Page 249

Lease #: TX1-41922(2)
Lessor: Edgar C. Griffin
Lessee: Union Pacific Resources Company
Dated: July 31, 1990
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 171, Page 462

Lease #: TX1-41922(3)
Lessor: Budnik-Fritcher Joint Venture
Lessee: Union Pacific Resources Company
Dated: September 21, 1990
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 173, Page 253

Lease #: TX1-41922(4)
Lessor: Budnik-Fritcher Joint Venture
Lessee: Union Pacific Resources Company
Dated: October 5, 1990
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 174, Page 83

Lease #: TX1-41922(5)
Lessor: James B. Wyrick, et ux, Pat J. Wyrick
Lessee: Union Pacific Resources Company
Dated: October 5, 1990
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 174, Page 283

Lease #: TX1-41922(6)
Lessor: Wm. O. Huggins, III
Lessee: Union Pacific Resources Company
Dated: August 21, 1990
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 171, Page 483

Lease #: TX1-41922(7)
Lessor: Henry A. Ondrasek, et ux, Kerry Ondrasek
Lessee: Union Pacific Resources Company
Dated: January 29, 1992
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 198, Page 835

Lease #: TX1-41922(8)
Lessor: Frances Jewell Willis
Lessee: Union Pacific Resources Company
Dated: February 4, 1992
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 198, Page 831

Lease #: TX1-41922(9)
Lessor: Gary Smith
Lessee: Union Pacific Resources Company
Dated: October 21, 1992
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 209, Page 519

Lease #: TX1-41922(10)
Lessor: Preston Smith
Lessee: Union Pacific Resources Company
Dated: October 21, 1992
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 209, Page 515

Lease #: TX1-41922(11)
Lessor: Henry A. Ondrasek, et ux, Kerry Ondrasek
Lessee: Union Pacific Resources Company
Dated: October 22, 1992
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 209, Page 517

Lease #: TX1-41922(12)
 Lessor: Willis Gilliam, et ux, Shirley Gilliam
 Lessee: Union Pacific Resources Company
 Dated: October 19, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 209, Page 521

Lease #: TX1-41922(14)
 Lessor: Robert L. Earle, et ux, Billie Earle
 Lessee: Union Pacific Resources Company
 Dated: October 28, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 209, Page 655

Lease #: TX1-41922(15)
 Lessor: Raymond Murphy, a single man, Individually and as Custodian for Douglas John English, minor under the Texas Uniform Gifts to Minors Act
 Lessee: Union Pacific Resources Company
 Dated: October 21, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 209, Page 747

Lease #: TX1-41922(16)
 Lessor: Alphonse Budnik, Jr., et ux, Mary Frances Budnik David Lawrence Hodges, et ux, Theresa V. Hodges
 Lessee: Union Pacific Resources Company
 Dated: October 23, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 209, Page 653

Lease #: TX1-41922(17)
 Lessor: Burney Gerland and Gene Gerland
 Lessee: Union Pacific Resources Company
 Dated: October 19, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 209, Page 657

Lease #: TX1-41922(18)
 Lessor: Budnik-Fritcher Joint Venture
 Lessee: Union Pacific Resources Company
 Dated: October 20, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 209, Page 659

Lease #: TX1-41922(19)
 Lessor: Smith Myers, et ux, Betty Myers
 Lessee: Union Pacific Resources Company
 Dated: October 26, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 209, Page 742

Lease #: TX1-41922(20)
 Lessor: Charles Ray Horn, et ux, Mary C. Horn
 Lessee: Union Pacific Resources Company
 Dated: October 22, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 209, Page 740

Lease #: TX1-41922(21)
 Lessor: Douglas Spikes, et ux, Vancy Spikes
 Lessee: Union Pacific Resources Company
 Dated: October 30, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 209, Page 738

Lease #: TX1-41922(22)
 Lessor: Billy Lehde, et ux, Gloria Lehde
 Lessee: Union Pacific Resources Company
 Dated: October 28, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 209, Page 787

Lease #: TX1-41922(23)
 Lessor: Wesley Westerfeld, et ux, Carol Westerfeld
 Lessee: Union Pacific Resources Company
 Dated: October 28, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 210, Page 126

Lease #: TX1-41922(24)
 Lessor: John R. Koonce, et ux, Joni Koonce
 Lessee: Joe D. Shepherd, et ux, Julie Shepherd
 Lessee: Union Pacific Resources Company
 Dated: October 26, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 210, Page 128

Lease #: TX1-41923(1)
 Lessor: Samuel W. Rizzo
 Lessee: Union Pacific Resources Company
 Dated: August 28, 1990
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 174, Page 257

Lease #: TX1-41923(2)
 Lessor: Charles J. Sebesta, Jr., et ux, Jane M. Sebesta
 Lessee: Union Pacific Resources Company
 Dated: August 16, 1990
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 174, Page 224

Lease #: TX1-41923(3)
 Lessor: Wm. O. Huggins, III
 Lessee: Union Pacific Resources Company
 Dated: August 21, 1990
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 171, Page 491

Lease #: TX1-41923(4)
 Lessor: Edgar C. Griffin
 Lessee: Union Pacific Resources Company
 Dated: August 28, 1990
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 171, Page 466

Lease #: TX1-41925(1)
 Lessor: Samuel W. Rizzo
 Lessee: Union Pacific Resources Company
 Dated: July 27, 1990
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 174, Page 241

Lease #: TX1-41925(2)
 Lessor: Wm. O. Huggins, III
 Lessee: Union Pacific Resources Company
 Dated: August 21, 1990
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 171, Page 475

Lease #: TX1-41925(3)
 Lessor: Edgar C. Griffin
 Lessee: Union Pacific Resources Company
 Dated: July 27, 1990
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 171, Page 454

Lease #: TX1-41925(4)
 Lessor: Darrell Wayne Chmelar, et ux, Lori Ann Chmelar
 Lessee: Union Pacific Resources Company
 Dated: February 20, 1992
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Memorandum Recorded: Volume 200, Page 172

Lease #: TX1-41926(1)
 Lessor: Samuel W. Rizzo
 Lessee: Union Pacific Resources Company
 Dated: July 27, 1990
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 174, Page 245

Lease #: TX1-41926(2)
 Lessor: Charles Ray Conner, Jr., et ux, Laurie Conner
 Lessee: Union Pacific Resources Company
 Dated: July 27, 1990
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 170, Page 35

Lease #: TX1-41926(4)
 Lessor: Edgar C. Griffin
 Lessee: Union Pacific Resources Company
 Dated: July 27, 1990
 Filed: Oil & Gas Lease Records of Burleson County, Texas
 Recorded: Volume 171, Page 458

Lease #: TX1-41926(5)
Lessor: Wm. O. Huggins, III
Lessee: Union Pacific Resources Company
Dated: October 4, 1991
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 193, Page 495

Lease #: TX1-42169
Lessor: Edward C. See, et ux, Mary Louise See
Lessee: Union Pacific Resources Company
Dated: July 11, 1990
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 170, Page 42

Lease #: TX1-43437
Lessor: John Wm. See
Lessee: Union Pacific Resources Company
Dated: October 4, 1991
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 194, Page 801

Lease #: TX2-45524
Lessor: State of Texas
Lessee: Union Pacific Resources Company
Dated: April 7, 1992
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 204, Page 42

Lease #: TX2-46248
Lessor: State of Texas
Lessee: Union Pacific Resources Company
Dated: August 4, 1992
Filed: Oil & Gas Lease Records of Burleson County, Texas
Recorded: Volume 207, Page 313
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1612, Page 219

Exhibit "B"

Attached to and made a part of that certain "Pooling Agreement, Union Pacific Resources Company, See-Huggins Unit No. 1, Brazos and Burleson Counties, Texas".

FIELD NOTES

SEE - HUGGINS UNIT NO. 1
640.00 ACRE UNIT

Being 640.00 acres of land out of the Alfred Kennon Survey, Abstract No. 32 in Burleson County, Texas and out of the Brazos River in Burleson County, Texas and Brazos County, Texas; being 114.88 acres of land out of that certain tract of land, conveyed to Edward C. See, et ux, by deed recorded in Volume 153, Page 591; being 76.43 acres of land conveyed to Charles Ray Conner, Jr., by deed recorded in Volume 386, Page 151; being 14.94 acres of land conveyed to James B. Wyrick, et ux, by deed recorded in Volume 369, Page 673; being 100.40 acres of land out of that certain tract of land conveyed to Budnik-Fritcher Joint Venture by deed recorded in Volume 360, Page 482; being 24.44 acres of land conveyed to Duane A. Thielemann by deed recorded in Volume 408, Page 574; being 10.11 acres of land comprised of a portion of those certain tracts of land conveyed to John K. Parker, by deed recorded in Volume 40, Page 104; being 175.87 acres of land conveyed to Darrell Wayne Chmelar, et ux, by deed recorded in Volume 373, Page 665; being 3.95 acres of land out of that certain tract of land conveyed to John W. See, et ux, by deed recorded in Volume 153, Page 593; being 9.13 acres of land, comprised of the following tracts of land: those certain tracts of land conveyed to Lyle Kirkendall, et ux, by deed recorded in Volume 400, Page, 667; that certain tract of land conveyed to J.D. Willis, by deed recorded in Volume 396, Page 589; that certain tract of land conveyed to Edward R. Lambert, Sr., et ux, by deed recorded in Volume 388, Page 479; that certain tract of land conveyed to Glenn Buendel, et al, by deed recorded in Volume 390, Page 313 and a portion of Lot No. 10 of the Horseshoe Bend Subdivision described in that certain Declaration of Covenants, recorded in Volume 368, Page 288; being a 1.94 acre tract of land conveyed to J. D. Willis, by deed recorded in Volume 392, Page 498; being 2.83 acres of land, comprised of those certain tracts of land conveyed to Henry A. Ondrasek, et ux, by deeds recorded in Volume 390, Page 128 and Volume 368, Page 382; being a 0.76 acre tract of land conveyed to Alphonse Budnik, Jr., by deed recorded in Volume 380, Page 79; being a 0.64 acre tract of land conveyed to Willis H. Gilliam, et ux, by deed recorded in Volume 369, Page 698; being a 0.83 acre tract of land conveyed to Billy Lehde et ux, by deed recorded in Volume 368, Page 388;

being a 0.85 acre tract of land conveyed to John R. Koonce, et al, by deed recorded in Volume 369, Page 513; being 1.71 acres of land comprised of those certain tracts of land conveyed to Burney Gerland, et al, by deeds recorded in Volume 369, Page 189 and Volume 368, Page 376; being a 1.61 acre tract of land conveyed to Gary Smith, by deed recorded in Volume 369, Page 233; being a 0.81 acre tract of land conveyed to Douglas Spikes, et ux, by deed recorded in Volume 376, Page 90; being a 0.77 acre tract of land conveyed to Preston Smith, by deed recorded in Volume 371, Page 630; being a 0.78 acre tract of land conveyed to Wesley Westerfield, et ux, by deed recorded in Volume 379, Page 334; being a 0.85 acre tract of land conveyed to Raymond Murphy, by deed recorded in Volume 374, Page 197; being a 0.88 acre tract of land conveyed to Neill S. Black, by deed recorded in Volume 377, Page 208; being a 1.65 acre tract of land conveyed to C. R. Horn, et ux, by deed recorded in Volume 369, Page 221; being a 0.81 acre tract of land conveyed to Smith Myers, et ux, by deed recorded in Volume 370, Page 268; being a 0.06 acre tract of land conveyed to Robert L. Earle, et ux, by deed recorded in Volume 377, Page 224, all in the Deed Records of Burleson County, Texas; being 92.07 acres of land located within the banks of the Brazos River, and being more particularly described as follows:

BEGINNING at a fence corner post for the south corner of said 175.87 acre tract of land and being the south corner of the herein described unit;

THENCE N 45°51'30" W, with the fenced southwest line of said 175.87 acre tract, a distance of 3143.49 feet to a fence corner post found for the west corner of said 175.87 acre tract of land and being the most southerly west corner of the herein described unit;

THENCE N 44°19'07" E, with the fenced northwest line of said 175.87 acre tract of land, also being the southeast line of said tract of land recorded in Volume 153, Page 591, a distance of 1787.28 feet to a point for an interior ell corner of the herein described unit;

THENCE N 45°51'30" W, traversing the interior of said tract of land recorded in Volume 153, Page 591, a distance of 970.97 feet to a point in the northwest line of said tract of land recorded in volume 153, Page 591 for and exterior ell corner of the herein described unit;

THENCE N 43° 51'10" E, with the northwest line of said tract of land recorded in Volume 153, Page 591, a distance of 1479.28 feet to a point for an interior corner of the herein described unit;

THENCE N 28°44'29" W, traversing the interior of said tract of land recorded in Volume 153, Page 593, a distance of 328.59 feet to a point for an exterior corner of the herein described unit;

THENCE N 61°15'31" E, traversing the interior of said tract of land recorded in Volume 153, Page 593 and then traversing the interior of said tract of land recorded in Volume 153, Page 591, a distance of 2196.69 feet to a point in the west line of said tract of land recorded in Volume 40, Page 104 for an interior corner of the herein described unit;

THENCE with said west line the following two (2) courses and distances:

- 1) N 26°20'34" W, 327.90 feet,
- 2) N 24°52'33" W, 37.62 feet to a point in the southeast line of said tract of land recorded in Volume 153, Page 593;

THENCE N 43°51'10" E, with the southeast line of said tract of land recorded in Volume 153, Page 593, a distance of 2355.43 feet to a point on the east bank of the Brazos River for the north corner of the herein described unit;

THENCE along the east bank of the Brazos River the following sixteen (16) courses and distances:

- 1) S 63°32'57" E, 269.37 feet,
- 2) S 53°08'25" E, 385.02 feet,
- 3) S 31°35'13" E, 327.41 feet,
- 4) S 21°11'15" E, 326.98 feet,
- 5) S 21°08'30" E, 215.87 feet,
- 6) S 16°00'12" E, 278.95 feet,
- 7) S 06°18'09" E, 331.18 feet,
- 8) S 01°23'46" W, 435.01 feet,
- 9) S 10°18'45" W, 302.73 feet,
- 10) S 05°27'55" W, 676.07 feet,
- 11) S 10°49'38" E, 162.78 feet,

12) S 28°15'10" E, 196.52 feet,

13) S 48°13'35" E, 240.05 feet,

14) S 76°14'18" E, 159.55 feet,

15) S 82°18'06" E, 158.49 feet,

16) N 87°39'46" E, 236.12 feet to a point for the most northerly east corner of the herein described unit;

THENCE S 07°46'15" E, a distance of 466.37 feet to a fence corner post on the west bank of the Brazos River for the most southerly east corner of the herein described unit;

THENCE S 44°36'51" W, with the fenced southeast line of said tract of land recorded in Volume 360, Page 482, a distance of 3940.73 feet to a fence corner post for the east corner of said 175.87 acre tract of land;

THENCE S 44°31'37" W, with the fenced southeast line of said 175.87 acre tract of land, a distance of 2290.60 feet to the PLACE OF BEGINNING and containing 640.00 acres of land, more or less.



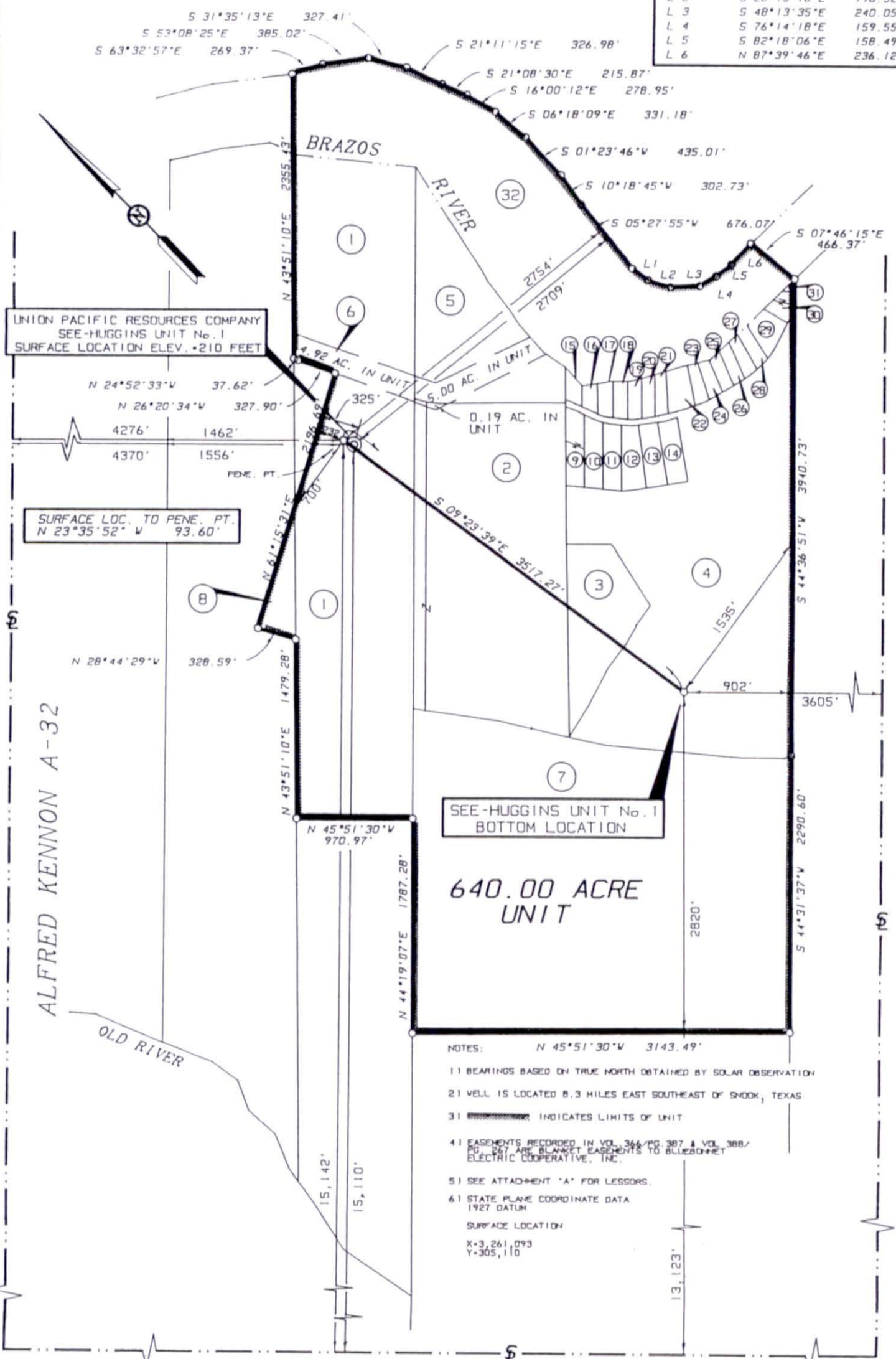
Warren L. Simpson

Registered Professional Land Surveyor No. 4122
November 16, 1992

Exhibit "C"

LINE TABLE

L 1	S 10°49'38"E	162.78'
L 2	S 28°15'10"E	196.52'
L 3	S 48°13'35"E	240.05'
L 4	S 76°14'18"E	159.55'
L 5	S 82°18'06"E	158.49'
L 6	N 87°39'46"E	236.12'



UNION PACIFIC RESOURCES COMPANY
SEE-HUGGINS UNIT No. 1
SURFACE LOCATION ELEV. +210 FEET

SURFACE LOC. TO PENE. PT.
N 23°35'52" W 93.60'

SEE-HUGGINS UNIT No. 1
BOTTOM LOCATION

640.00 ACRE
UNIT

- NOTES: N 45°51'30"V 3143.49'
- 1) BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION
 - 2) WELL IS LOCATED 8.3 MILES EAST SOUTHEAST OF SNOOK, TEXAS
 - 3) INDICATES LIMITS OF UNIT
 - 4) EASEMENTS RECORDED IN VOL. 366/PG. 387 & VOL. 388/PG. 267 ARE BLANKET EASEMENTS TO BLUEBONNET ELECTRIC COOPERATIVE, INC.
 - 5) SEE ATTACHMENT "A" FOR LESSORS.
 - 6) STATE PLANE COORDINATE DATA 1927 DATUM
- SURFACE LOCATION
X=3,261,093
Y=305,110

SURVEYED MAY 20, 1992
REVISED NOVEMBER 12, 1992 (UNIT CONFIGURATION)
REVISED JUNE 8, 1993 (AS-DRILLED)
REVISED JUNE 30, 1993 (LEVEE ACREAGE)

Warren L. Simpson
WARREN L. SIMPSON R.P.L.S. No. 4122
7701 CAMERON ROAD SUITE No. 108
AUSTIN TEXAS 78752
PHONE (512) 452-1513

(AS-DRILLED)
UNION PACIFIC RESOURCES COMPANY
SEE-HUGGINS UNIT No. 1
ALFRED KENNON SURVEY, A-32
BURLESON COUNTY, TEXAS
SCALE 1" = 1000'

⑮ M-94913

Pooling Agreement

FILED: 10-4-93

Type or print only

483-047

API No. 42- 051-33325

7. RRC District No.

03

8. RRC Gas ID No.

Gas Well Back Pressure Test, Completion or Recompletion Report, and Log

1. FIELD NAME (as per RRC Records or Wildcat) CLAY, NE (AUSTIN CHALK, 11350)		2. LEASE NAME SEE-HUGGINS UNIT		9. Well No. 1	
3. OPERATOR'S NAME (Exactly as shown on Form P-5, Organization Report) UNION PACIFIC RESOURCES COMPANY			RRC Operator No. 876645		10. County of well site BURLESON
4. ADDRESS P.O. BOX 7, MS 3407 FORT WORTH, TEXAS 76101-0007					
5. Location (Section, Block, and Survey) ALFRED KENNON A-32			5b. Distance and direction to nearest town in this county. 8.3 miles SE from Snook, Texas		
6. If operator has changed within last 60 days, name former operator		12. If workover or reclass, give former field (with reservoir) & Gas ID or oil lease no. FIELD & RESERVOIR		WELL * GAS ID or OIL LEASE * Oil—Q Gas—G	
13. Pipe Line Connection AQUILA SOUTHWEST P/L				11. Purpose of filling Initial Potential <input checked="" type="checkbox"/> Retest <input type="checkbox"/> Reclass <input type="checkbox"/> Well record only (Explain in remarks) <input type="checkbox"/>	
14. Completion or recompletion date 03/01/93		15. Any condensate on hand at time of workover or recompletion? <input type="checkbox"/> Yes <input type="checkbox"/> No		16. Type of Electric or other Log Run.	

Section I

GAS MEASUREMENT DATA

Date of Test 03/06/93		Gas Measurement Method (Check One) Orifice Meter <input checked="" type="checkbox"/> Flange Taps <input checked="" type="checkbox"/> Pipe Taps <input type="checkbox"/> Positive Choke <input type="checkbox"/> Orifice Vent Meter <input type="checkbox"/> Pitot Tube <input type="checkbox"/> Critical-flow Prover <input type="checkbox"/>						Gas produced during test 1,761 MCF		
Run No.	Line Size	Orif. or Choke Size	24 Hr. Coeff. Orif. or Choke	Static P _m or Choke Press	Diff. h _w	Flow Temp. °F	Temp. Factor F _t	Gravity Factor F _g	Compress Factor F _{pv}	Volume MCF/DAY
1	4.026	2.750	54,417.41	475	45.0	131	0.9380	0.8874	1.042	6,897
2	4.026	2.750	54,417.41	475	38.5	129	0.9396	0.8874	1.042	6,394
3	4.026	2.750	54,417.41	475	32.0	126	0.9420	0.8874	1.043	5,848
4	4.026	2.750	54,417.41	480	27.0	120	0.9469	0.8874	1.045	5,440

Section II

FIELD DATA AND PRESSURE CALCULATIONS

Gravity (Dry Gas) 0.7620		Gravity Liquid Hydrocarbon 53.6 Deg. API		Gas Liquid Hydro Ratio 17,685 CF/Bbl		Gravity of Mixture G_{mix} 6.903		Avg. Shut-in Temp. 177 °F		Bottom Hole Temp. 1,070 (Depth)	
$D_{eff}^{8/3} = 6.310$		$\sqrt{T_f} = \sqrt{677.6} = 26.03$				$\sqrt{GL} = \sqrt{9,997.38} = 99.99$					
$C = \frac{1118 \times (D_{eff})^{8/3}}{\sqrt{T}} = \frac{7,054.58}{26.03} = 271.00$						$\frac{\sqrt{GL}}{C} = \frac{99.99}{271.00} = 0.3689$					
Run No.	Time of Run Min.	Choke Size	Wellhead Press. PSIA P _w	Wellhead Flow Temp. °F	P _w ² (Thousands)	R	R ² (Thousands)	P ₁	P _w /P ₁		
Shut-in			3,215	82	10,336						
1	60	28/64	1,815	167	3,294	2,544.6	6,475.2	3,126	0.581		
2	120	26/64	1,955	165	3,822	2,358.9	5,564.4	3,064	0.638		
3	120	24/64	2,100	162	4,410	2,157.8	4,655.9	3,011	0.697		
4	120	22/64	2,235	159	4,995	2,007.0	4,027.9	3,004	0.744		
Run No.	F	K	S = $\frac{1}{z}$	E ^{ks}	P _f and P _s	P _f ² and P _s ² (thousands)	P _f ² · P _s ² (thousands)	Angle of Slope			
Shut-in		0.2942	1.2199	1.43181	4,603	21,190		θ 45.5°			
1	0.809	0.2237	1.2660	1.32743	2,409	5,805	15,385	n 0.983			
2	0.832	0.2302	1.2583	1.33603	2,612	6,822	14,368	Absolute Open Flow			
3	0.858	0.2372	1.2501	1.34522	2,825	7,980	13,209	9,400 MCF/DAY			
4	0.878	0.2429	1.2422	1.35223	3,022	9,134	12,056				

WELL TESTER'S CERTIFICATION: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I conducted or supervised this test and that data and facts shown in Sections I and II above are true, correct, and complete, to the best of my knowledge. Bottomhole temperature and the diameter and length of flow string were furnished by the operator of the well.

Adrian Houbert Union Pacific Resources _____
Signature: Well Tester Name of Company RRC Representative

OPERATOR'S CERTIFICATION: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that I prepared or supervised and directed this report, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Karen S. Moss SR. REGULATORY ANALYST 03/25/93 Tel: 817/877-7957
Signature: Operator's representative Title Date A/C Number

SECTION III

DATA ON WELL COMPLETION AND LOG (Not Required on Retest)

17. Type of Completion: New Well <input checked="" type="checkbox"/> Deepening <input type="checkbox"/> Plug Back <input type="checkbox"/> Other <input type="checkbox"/>				18. Permit to Drill, Plug Back or Deepen DATE 06/03/92 PERMIT NO. 399842	
19. Notice of Intention to Drill this well was filed in Name of UNION PACIFIC RESOURCES COMPANY				Rule 37 Exception CASE NO.	
20. Number of producing wells on this lease in this field (reservoir) including this well 1		21. Total number of acres in this lease 640.00		Water Injection Permit PERMIT NO.	
22. Date Plug Back, Deepening, WorkOver or Drilling Operations: Commenced 01/17/93 Completed 02/20/93		23. Distance to nearest well Same Lease & Reservoir N/A		Salt Water Disposal Permit PERMIT NO.	
				Other AMENDED 12/23/92 PERMIT NO. 399842	

24. Location of well, relative to nearest lease boundaries of lease on which this well is located			325 Feet From NW Line and 993 Feet from SW Line of the SEE-HUGGINS UNIT Lease		
25. Elevation (DF, RKB, RT, GR, ETC.) GL: 210' KB: 234'			26. Was directional survey made other than inclination (Form W-12)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
27. Top of Pay 10,522'	28. Total Depth 14,240'	29. P. B. Depth 14,240'	30. Surface Casing Determined by: Field <input type="checkbox"/> Rules <input type="checkbox"/> Recommendation of T.D.W.R. <input checked="" type="checkbox"/> Railroad Commission (Special) <input type="checkbox"/>		Dt. of Letter 06/01/92
31. Is well multiple completion? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		32. If multiple completion, list all reservoir names (completions in this well) and Oil Lease or Gas ID No. FIELD & RESERVOIR		33. Intervals Drilled by: Rotary Tools <input checked="" type="checkbox"/> Cable Tools <input type="checkbox"/>	
34. Name of Drilling Contractor DELTA DRILLING #94			35. Is Cementing Affidavit Attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

36. CASING RECORD (Report All Strings Set in Well)							
CASING SIZE	WT #/FT.	DEPTH SET	MULTISTAGE TOOL DEPTH	TYPE & AMOUNT CEMENT (sacks)	HOLE SIZE	TOP OF CEMENT	SLURRY VOL. cu. ft.
10 3/4"	40.5#	3437'		1510 sx PSLT & 345 sx A	14 3/4"	Surface	3655.75
7 5/8"	26.4# & 29.7#	10636'		295 sx. H	9 7/8"	9636'	433.65

37. LINER RECORD				
Size	TOP	Bottom	Sacks Cement	Screen

38. TUBING RECORD			39. Producing Interval (this completion) indicate depth of perforation or open hole	
Size	Depth Set	Packer Set	From	To
2 7/8"	10,370'	10,350'	From 10,636'	To 14,240'
			From	To
			From	To

40. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.	
Depth Interval	Amount and Kind of Material Used
	OPEN HOLE COMPLETION

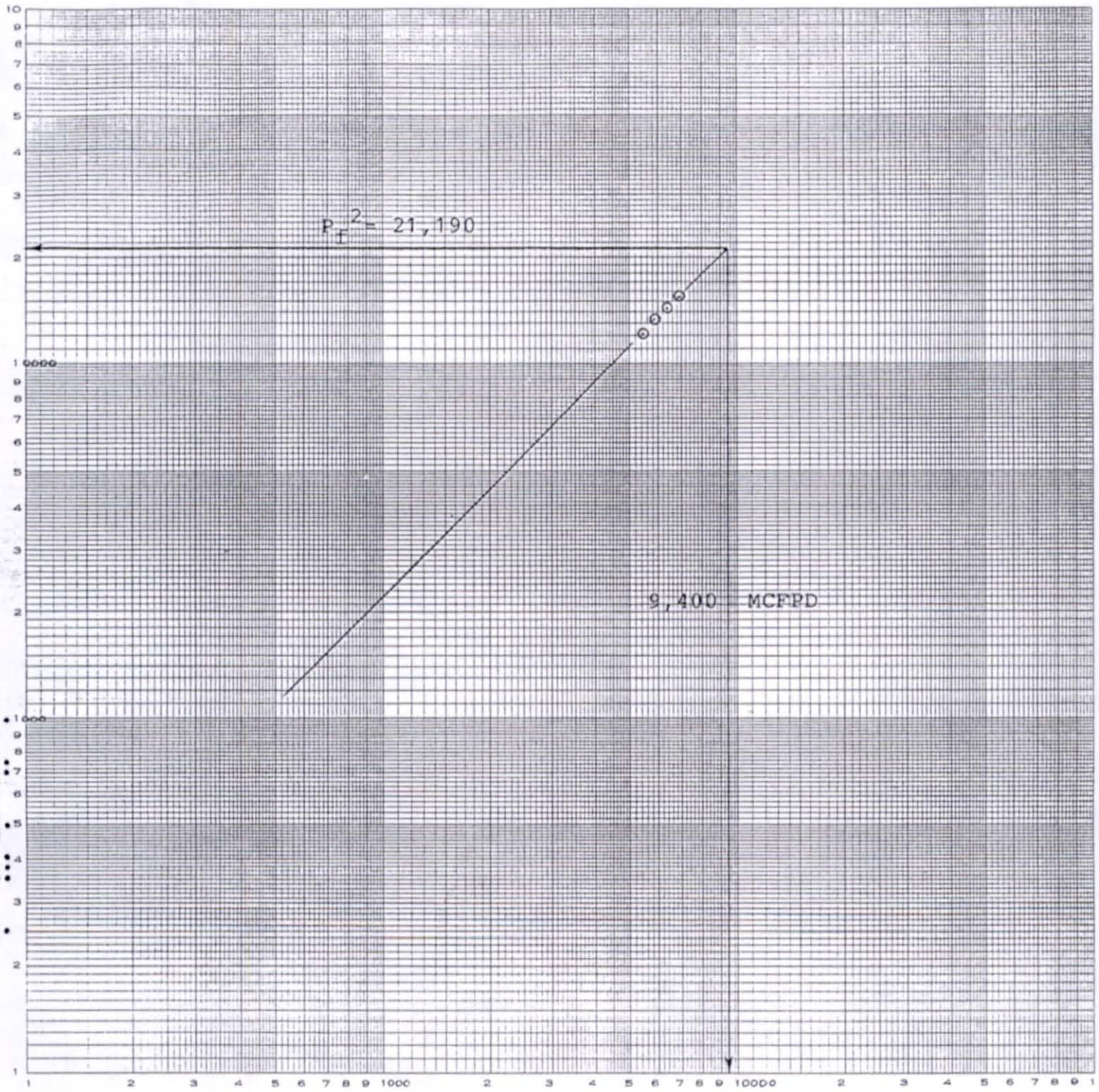
41. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)			
Formations	Depth	Formations	Depth
MIDWAY	6849'		
NAVARRO	8283'	AUSTIN CHALK	10,522'
PECAN GAP	9529'		

REMARKS

**GAS WELL
BACK PRESSURE CURVE**

County BURLESON Field CLAY, NE (AUSTIN CHALK.11350)
 Operator UNION PACIFIC RESOURCES COMPANY
 Lease SEE-HUGGINS UNIT #1
 Volume 9,400 MCF/24 hr.
 Date Tested 03/06/93

HO-3-D-L33 DISTGEN GRAPH PAPER
 15 IN. x 15 IN.
 3 CYCLES x 3 CYCLES
 PETERSEN CORPORATION
 U.S.A.



← Q in MCF per DAY → $\Theta = 45.5^\circ$ $n = 0.983$

GAS WELL
CLASSIFICATION REPORT

READ INSTRUCTIONS ON BACK

1. OPERATOR NAME (Exactly as shown on Form P-5 Organization Report) UNION PACIFIC RESOURCES COMPANY		3. RRC DISTRICT NO. 03	4. OIL LEASE NO. OR GAS WELL ID NO.																												
2. MAILING ADDRESS P.O. BOX 7, MS 3407 FORT WORTH, TEXAS 76101-0007		5. WELL NO. 1	6. API NO. 42-051-33325																												
		7. COUNTY OF WELL SITE BURLESON																													
8. FIELD NAME (as per RRC Records) CLAY, NE (AUSTIN CHALK, 11350)		9. LEASE NAME SEE-HUGGINS UNIT																													
10. LOCATION (Section, Block, and Survey) ALFRED KENNON A-32		11. PIPELINE CONNECTION OR USE OF GAS AQUILA SOUTHWEST P/L																													
I. PRODUCTION TEST AT RATE ELECTED BY OPERATOR (data on 24-hour basis)		II. A.S.T.M. DISTILLATION OF LIQUID SAMPLE. Distillation test is required for gas wells ONLY if the producing gas-liquid hydrocarbon ratio is less than 100,000 CF/barrel.																													
A. Date of Test <u>03/06/93</u> B. Gas Volume <u>6708</u> (Mcf) C. Oil or Condensate Volume <u>504.05</u> (Bbl) D. Water Volume <u>1092</u> (Bbl) E. Gas/Liquid Hydrocarbon Ratio <u>13,308</u> (Cf/Bbl) F. Flowing Tubing Pressure <u>1843</u> (psia) G. Choke Size <u>28/64</u> (in.) H. Casing Pressure. <u>---</u> (psia) I. Shut-in Wellhead Pressure-- Tubing <u>3215</u> (psia) J. Separator Operating Pressure <u>960</u> (psia) K. Color of Stock Tank Liquid <u>LIGHT STRAW</u> L. Gravity of Separator Liquid <u>53.6</u> °API M. Gravity of Stock Tank Liquid <u>53.6</u> °API N. Specific Gravity of the Gas (Air = 1) <u>.762</u>		PVT ANALYSIS BEING SUBMITTED Date Liquid Sample Obtained _____ Where Obtained: <input type="checkbox"/> Separator <input type="checkbox"/> Stock Tank <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;">% Over</th> <th style="width:25%;">Temp. (deg. F)</th> <th style="width:15%;">% Over</th> <th style="width:25%;">Temp. (deg. F)</th> </tr> </thead> <tbody> <tr> <td>Initial Boiling Temp.</td> <td>_____</td> <td>60</td> <td>_____</td> </tr> <tr> <td>10</td> <td>_____</td> <td>70</td> <td>_____</td> </tr> <tr> <td>20</td> <td>_____</td> <td>80</td> <td>_____</td> </tr> <tr> <td>30</td> <td>_____</td> <td>90</td> <td>_____</td> </tr> <tr> <td>40</td> <td>_____</td> <td>95</td> <td>_____</td> </tr> <tr> <td>50</td> <td>_____</td> <td>End Point</td> <td>_____</td> </tr> </tbody> </table> Total Recovery _____ percent Residue _____ percent Loss _____ percent		% Over	Temp. (deg. F)	% Over	Temp. (deg. F)	Initial Boiling Temp.	_____	60	_____	10	_____	70	_____	20	_____	80	_____	30	_____	90	_____	40	_____	95	_____	50	_____	End Point	_____
% Over	Temp. (deg. F)	% Over	Temp. (deg. F)																												
Initial Boiling Temp.	_____	60	_____																												
10	_____	70	_____																												
20	_____	80	_____																												
30	_____	90	_____																												
40	_____	95	_____																												
50	_____	End Point	_____																												
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete to the best of my knowledge.		RRC USE ONLY																													
		NAME <u>KAREN S. MOSS</u> (Type or Print)																													
		SIGNATURE <u><i>Karen S. Moss</i></u> TITLE <u>SR. REGULATORY ANALYST</u>																													
DATE <u>03/25/93</u>	CONTACT PERSON <u>KAREN S. MOSS</u>	PHONE NUMBER <u>(817) 877-7957</u>																													

[] RETEST []

[DISTRICT 3]

Operator UNION PACIFIC RESOURCES COMPANY
Address P.O. BOX 7, MS 3407
FORT WORTH, TEXAS 76101-0007

Test Period

Due Date

Page
Effective Date NEW WELL

FIELD NAME LEASE NAME	RRC IDENT. NO. WELL NUMBER	DATE TESTED Mo/Day/Yr	PRODUCING WELLS				PRESSURE PSIA#	POTENTIAL BHP	NON-PRODUCING WELLS			
			DAILY PRODUCING RATE			SHUT IN @ (Date Required)			EXCEPTION SWR 14B (Expiration Date)	INJECTION	SALT WATER DISPOSAL	PLUGGED & ABANDONED
			GAS	CONDEN- SATE	WATER							
CLAY, NE (AUSTIN CHALK, 11350) SEE-HUGGINS UNIT		03/10/93	6708 MCF	504.1 BBLs	1092 BBLs	3215 SIWH	9400 MCF/DAY					
	1	[Pattern]	.762 Spec.Grav.	53.6 Grav. API	13,308 MCF/Bbl	1843 Flowing	PSIA	SIWH	PSIA			
			MCF	BBLs	BBLs	SIWH	MCF/DAY					
		[Pattern]	Spec.Grav.	Grav. API	MCF/Bbl	Flowing	PSIA	SIWH	PSIA			
			MCF	BBLs	BBLs	SIWH	MCF/DAY					
		[Pattern]	Spec.Grav.	Grav. API	MCF/Bbl	Flowing	PSIA	SIWH	PSIA			
			MCF	BBLs	BBLs	SIWH	MCF/DAY					
		[Pattern]	Spec.Grav.	Grav. API	MCF/Bbl	Flowing	PSIA	SIWH	PSIA			
			MCF	BBLs	BBLs	SIWH	MCF/DAY					
		[Pattern]	Spec.Grav.	Grav. API	MCF/Bbl	Flowing	PSIA	SIWH	PSIA			
PURCHASER'S STATEMENT DATE _____ PURCHASER: _____			MCF	BBLs	BBLs	SIWH	MCF/DAY					
SIGNATURE _____		[Pattern]	Spec.Grav.	Grav. API	MCF/Bbl	Flowing	PSIA	SIWH	PSIA			
AS PURCHASER'S REPRESENTATIVE, I AGREE THAT EACH TEST VOLUME SHOWN ABOVE IS A TRUE TEST REPRESENTATIVE OF EACH WELL(S) CAPABILITY.			MCF	BBLs	BBLs	SIWH	MCF/DAY					
		[Pattern]	Spec.Grav.	Grav. API	MCF/Bbl	Flowing	PSIA	SIWH	PSIA			

* COMMINGLING TEST REQUIREMENT
(Gas Specific Gravity, Condensate Gravity and
Gas Condensate Ratio Required)

@ Wells with an exception to SWR 14(B)(2) must insert the date (MO/Yr) the well was last produced or utilized.
Shut-in well head pressures are to be reported in pounds per square inch gauge pressure (PSIG) for wells in
the West Panhandle, West Panhandle (Red Cave), and Texas-Hugoton Fields.

X ADDITIONAL SPECIAL TEST REQUIREMENT

CERTIFICATE

I declare under penalties prescribed in Article 6036c, R.C.S., that I am authorized to make this
report, that this report was prepared by me or under my supervision and direction, and the data
and facts stated therein are true, correct, and complete, to the best of my knowledge.

Signature
SR

REGULATORY ANALYST

Title

/KAREN S. MOSS

Date

03/25/93

817/877-7957

Telephone

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

CERTIFICATE OF POOLING AUTHORITY

I, KAREN S. MOSS, being of lawful age, being familiar with the matter, and having full knowledge of the facts set out, do state:

(1) That the acreage claimed for the purpose of establishing a pooled drilling or proration unit under applicable orders of the Railroad Commission of Texas, for the

NAME OF OPERATOR: UNION PACIFIC RESOURCES COMPANY

NAME OF POOLED UNIT: SEE-HUGGINS UNIT WELL NO. 1

FIELD: CLAY, NE (AUSTIN CHALK, 11350), BURLESON COUNTY,

TEXAS, contains 640 acres; that with respect to such pooled unit, as it is hereafter described, parties now owning a mineral interest or mineral interests (including royalty interests, working interests, or other mineral interests) therein either (1) acquired such interest as they now have subject to the provisions of an instrument or instruments now in effect and which permit the pooling of said interests or (2) have, by virtue of the execution of an instrument or instruments the provisions of which are now in effect, pooled such of said interests as they now own therein, in such manner that all of such pooled unit shall be considered by the Commission as one base tract as if all rights with respect thereto has been acquired under a single contract.

(2) That the pooled unit described in the preceding paragraph is made up of and contains the hereafter described individual tracts of land no part of which is embraced within any other pooled unit in the same field and which, by virtue of the pooling agreements referred to in the preceding paragraph, are now contained within the pooled unit herein described.

(3) That where a non-pooled undivided interest exists in any of the individual tracts pooled, that certain non-pooled interest is noted in the margin of this instrument beside the tract description to identify the existence of the non-pooled interests in that tract:

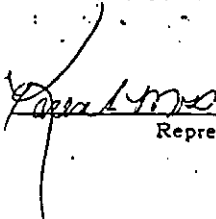
(OVER)

DESCRIPTION OF INDIVIDUAL TRACTS OR LEASES CONTAINED
WITHIN POOLED UNIT REFERRED TO IN PARAGRAPH (1) ABOVE

NAME OF HOLDER OF LEASE	LEASE NAME	NO. OF ACRES	MARGIN
UNION PACIFIC RESOURCES COMPANY	EDWARD C. SEE, ET UX	114.88	
UNION PACIFIC RESOURCES COMPANY	WILLIAM O. HUGGINS III	76.43	
	CHARLES RAY CONNER, JR., ET UX		
	SAMUEL W. RIZZO		
	EDGAR C. GRIFFIN		
UNION PACIFIC RESOURCES COMPANY	JAMES B. WYRICK, ET UX	14.94	
	WILLIAM O. HUGGINS III		
	SAMUEL W. RIZZO		
	EDGAR C. GRIFFIN		
	DUBNIK-FRITCHER		
UNION PACIFIC RESOURCES COMPANY	WILLIAM O. HUGGINS III	100.40	
	DUBNIK-FRITCHER JOINT VENTURE		
	EDGAR C. GRIFFIN		
	SAMUEL W. RIZZO		
UNION PACIFIC RESOURCES COMPANY	SAMUEL W. RIZZO	24.44	
	CHARLES J. SEBESTA JR., ET UX		
	WM. O. HUGGINS III		
	EDGAR C. GRIFFIN		
UNION PACIFIC RESOURCES COMPANY	STATE OF TEXAS	10.11	
UNION PACIFIC RESOURCES COMPANY	SAMUEL W. RIZZO	175.87	
	DARRELL WAYNE CHMELAR, ET UX		
	WM. O. HUGGINS III		
	EDGAR C. GRIFFIN		
UNION PACIFIC RESOURCES COMPANY	JOHN WM. SEE	3.95	
UNION PACIFIC RESOURCES COMPANY	WILLIAM O. HUGGINS III	9.13	
	BUDNIK-FRITCHER JOINT VENTURE		
	EDGAR C. GRIFFIN		
	SAMUEL W. RIZZO		

CERTIFICATE:

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

 /KAREN S. MOSS
 Representative of Operator

SR. REGULATORY ANALYST
 Title

03/25/93
 Date

Telephone 817/877-7957
 A / C Number

INSTRUCTIONS

Where two or more tracts are pooled to form either a drilling unit or a proration unit as permitted by Commission regulation, the operator thereof must furnish a certificate of pooling authority at the time action by the Commission is sought either for a permit to drill on a pooled drilling unit or for establishment of an allowable for a well on a pooled proration unit.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

CERTIFICATE OF POOLING AUTHORITY

I, KAREN S. MOSS, being of lawful age, being familiar with the matter, and having full knowledge of the facts set out, do state:

(1) That the acreage claimed for the purpose of establishing a pooled drilling or proration unit under applicable orders of the Railroad Commission of Texas, for the

NAME OF OPERATOR: UNION PACIFIC RESOURCES COMPANY

NAME OF POOLED UNIT: SEE-HUGGINS UNIT WELL NO. 1

FIELD: CLAY, NE (AUSTIN CHALK, 11350), BURLESON COUNTY,

TEXAS, contains 640 acres; that with respect to such pooled unit, as it is hereafter described, parties now owning a mineral interest or mineral interests (including royalty interests, working interests, or other mineral interests) therein either (1) acquired such interest as they now have subject to the provisions of an instrument or instruments now in effect and which permit the pooling of said interests or (2) have, by virtue of the execution of an instrument or instruments the provisions of which are now in effect, pooled such of said interests as they now own therein, in such manner that all of such pooled unit shall be considered by the Commission as one base tract as if all rights with respect thereto has been acquired under a single contract.

(2) That the pooled unit described in the preceding paragraph is made up of and contains the hereafter described individual tracts of land no part of which is embraced within any other pooled unit in the same field and which, by virtue of the pooling agreements referred to in the preceding paragraph, are now contained within the pooled unit herein described.

(3) That where a non-pooled undivided interest exists in any of the individual tracts pooled, that certain non-pooled interest is noted in the margin of this instrument beside the tract description to identify the existence of the non-pooled interests in that tract:

(OVER)

DESCRIPTION OF INDIVIDUAL TRACTS OR LEASES CONTAINED
WITHIN POOLED UNIT REFERRED TO IN PARAGRAPH (1) ABOVE

NAME OF HOLDER OF LEASE	LEASE NAME	NO. OF ACRES	MARGIN
UNION PACIFIC RESOURCES COMPANY	WILLIAM O. HUGGINS III FRANCIS JEWELL WILLIS EDGAR C. GRIFFIN SAMUEL W. RIZZO	1.94	
UNION PACIFIC RESOURCES COMPANY	WILLIAM O. HUGGINS HENRY A. ONDRASEK, ET UX EDGAR C. GRIFFIN SAMUEL W. RIZZO	2.83	
UNION PACIFIC RESOURCES COMPANY	WILLIAM O. HUGGINS III ALPHONSE BUDNIK, JR., ET UX EDGAR C. GRIFFIN SAMUEL W. RIZZO	0.76	
UNION PACIFIC RESOURCES COMPANY	WILLIAM O. HUGGINS III WILLIS H. GILLIAM, ET UX EDGAR C. GRIFFIN SAMUEL W. RIZZO	0.64	
UNION PACIFIC RESOURCES COMPANY	WILLIAM O. HUGGINS III BILLY LEHOE, ET UX EDGAR C. GRIFFIN	0.83	
UNION PACIFIC RESOURCES COMPANY	WILLIAM O. HUGGINS III JOHN R. KOONCE, ET UX EDGAR C. GRIFFIN SAMUEL W. RIZZO JOE D. SHEPHERD	0.85	
UNION PACIFIC RESOURCES	WM. O. HUGGINS III BURNEY GERLAND EDGAR C. GRIFFIN SAMUEL W. RIZZO GENE GERLAND	1.71	

CERTIFICATE:

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Karen S. Moss / KAREN S. MOSS SR. REGULATORY ANALYST 03/25/93
 Representative of Operator Title Date
 Telephone 817/877-7957
 A/C Number

INSTRUCTIONS

Where two or more tracts are pooled to form either a drilling unit or a proration unit as permitted by Commission regulation, the operator thereof must furnish a certificate of pooling authority at the time action by the Commission is sought either for a permit to drill on a pooled drilling unit or for establishment of an allowable for a well on a pooled proration unit.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

CERTIFICATE OF POOLING AUTHORITY

I, KAREN S. MOSS, being of lawful age, being familiar with the matter, and having full knowledge of the facts set out, do state:

(1) That the acreage claimed for the purpose of establishing a pooled drilling or proration unit under applicable orders of the Railroad Commission of Texas, for the

NAME OF OPERATOR: UNION PACIFIC RESOURCES COMPANY

NAME OF POOLED UNIT: SEE-HUGGINS UNIT WELL NO. 1

FIELD: CLAY, N.E. (AUSTIN CHALK, 11350), BURLESON COUNTY,

TEXAS, contains 640 acres; that with respect to such pooled unit, as it is hereafter described, parties now owning a mineral interest or mineral interests (including royalty interests, working interests, or other mineral interests) therein either (1) acquired such interest as they now have subject to the provisions of an instrument or instruments now in effect and which permit the pooling of said interests or (2) have, by virtue of the execution of an instrument or instruments the provisions of which are now in effect, pooled such of said interests as they now own therein, in such manner that all of such pooled unit shall be considered by the Commission as one base tract as if all rights with respect thereto has been acquired under a single contract.

(2) That the pooled unit described in the preceding paragraph is made up of and contains the hereafter described individual tracts of land no part of which is embraced within any other pooled unit in the same field and which, by virtue of the pooling agreements referred to in the preceding paragraph, are now contained within the pooled unit herein described.

(3) That where a non-pooled undivided interest exists in any of the individual tracts pooled, that certain non-pooled interest is noted in the margin of this instrument beside the tract description to identify the existence of the non-pooled interests in that tract:

(OVER)

DESCRIPTION OF INDIVIDUAL TRACTS OR LEASES CONTAINED
WITHIN POOLED UNIT REFERRED TO IN PARAGRAPH (1) ABOVE

NAME OF HOLDER OF LEASE	LEASE NAME	NO. OF ACRES	MARGIN
UNION PACIFIC RESOURCES COMPANY	WILLIAM O. HUGGINS III GARY SMITH EDGAR C. GRIFFIN SAMUEL W. RIZZO	1.61	
UNION PACIFIC RESOURCES COMPANY	WILLIAM O. HUGGINS III DOUGLAS SPIKES ET UX EDGAR C. GRIFFIN SAMUEL W. RIZZO	0.81	
UNION PACIFIC RESOURCES COMPANY	WILLIAM O. HUGGINS III PRESTON SMITH EDGAR C. GRIFFIN SAMUEL W. RIZZO	0.77	
UNION PACIFIC RESOURCES COMPANY	WILLIAM O. HUGGINS III WESLEY WESTERFIELD, ET UX EDGAR C. GRIFFIN SAMUEL W. RIZZO	0.78	
UNION PACIFIC RESOURCES COMPANY	WILLIAM O. HUGGINS, III RAYMOND MURPHY, ET AL. EDGAR C. GRIFFIN SAMUEL W. RIZZO	0.85	
UNION PACIFIC RESOURCES COMPANY	WILLIAM O. HUGGINS III NEILL S. BLACK, ET UX EDGAR C. GRIFFIN SAMUEL W. RIZZO	0.88	0.44
UNION PACIFIC RESOURCES COMPANY	WM. O. HUGGINS III CHARLES RAY HORN, ET UX EDGAR C. GRIFFIN SAMUEL W. RIZZO	1.65	
UNION PACIFIC RESOURCES COMPANY	WILLIAM O. HUGGINS III SMITH MYERS, ET UX EDGAR C. GRIFFIN SAMUEL W. RIZZO	0.81	

CERTIFICATE:

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Karen S. Moss / KAREN S. MOSS SR. REGULATORY ANALYST 03/25/93
 Representative of Operator Title Date
 Telephone 817/877-7957
 A / C Number

INSTRUCTIONS

Where two or more tracts are pooled to form either a drilling unit or a proration unit as permitted by Commission regulation, the operator thereof must furnish a certificate of pooling authority at the time action by the Commission is sought either for a permit to drill on a pooled drilling unit or for establishment of an allowable for a well on a pooled proration unit.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

CERTIFICATE OF POOLING AUTHORITY

I, KAREN S. MOSS, being of lawful age, being familiar with the matter, and having full knowledge of the facts set out, do state:

(1) That the acreage claimed for the purpose of establishing a pooled drilling or proration unit under applicable orders of the Railroad Commission of Texas, for the

NAME OF OPERATOR: UNION PACIFIC RESOURCES COMPANY

NAME OF POOLED UNIT: SEE-HUGGINS UNIT WELL NO. 1

FIELD: CLAY, N.E. (AUSTIN CHALK, 11350), BURLESON COUNTY,

TEXAS, contains 640 acres; that with respect to such pooled unit, as it is hereafter described, parties now owning a mineral interest or mineral interests (including royalty interests, working interests, or other mineral interests) therein either (1) acquired such interest as they now have subject to the provisions of an instrument or instruments now in effect and which permit the pooling of said interests or (2) have, by virtue of the execution of an instrument or instruments the provisions of which are now in effect, pooled such of said interests as they now own therein, in such manner that all of such pooled unit shall be considered by the Commission as one base tract as if all rights with respect thereto has been acquired under a single contract.

(2) That the pooled unit described in the preceding paragraph is made up of and contains the hereafter described individual tracts of land no part of which is embraced within any other pooled unit in the same field and which, by virtue of the pooling agreements referred to in the preceding paragraph, are now contained within the pooled unit herein described.

(3) That where a non-pooled undivided interest exists in any of the individual tracts pooled, that certain non-pooled interest is noted in the margin of this instrument beside the tract description to identify the existence of the non-pooled interests in that tract:

(OVER)

DESCRIPTION OF INDIVIDUAL TRACTS OR LEASES CONTAINED
 WITHIN POOLED UNIT REFERRED TO IN PARAGRAPH (1) ABOVE

NAME OF HOLDER OF LEASE	LEASE NAME	NO. OF ACRES	MARGIN
UNION PACIFIC RESOURCES COMPANY	WILLIAM O. HUGGINS III ROBERT L. EARLE, ET UX EDGAR C. GRIFFIN SAMUEL W. RIZZO	0.06	
UNION PACIFIC RESOURCES COMPANY	STATE OF TEXAS	92.07	
	TOTAL:	640.00	

CERTIFICATE:

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Karen S. Moss /KAREN S. MOSS SR. REGULATORY ANALYST 03/25/93
 Representative of Operator Title Date
 Telephone 817/877-7957
 A / C Number

INSTRUCTIONS

Where two or more tracts are pooled to form either a drilling unit or a proration unit as permitted by Commission regulation, the operator thereof must furnish a certificate of pooling authority at the time action by the Commission is sought either for a permit to drill on a pooled drilling unit or for establishment of an allowable for a well on a pooled proration unit.

STATEMENT OF PRODUCTIVITY OF ACREAGE
ASSIGNED TO PRORATION UNITS

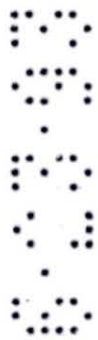
Form P-15
(5-5-71)

The undersigned states that he is authorized to make this statement; that he has knowledge of the facts concerning the UNION PACIFIC RESOURCES COMPANY OPERATOR, SEE-HUGGINS UNIT LEASE, No. 1 WELL; that such well is completed in the CLAY, NE (AUSTIN CHALK, 11350) Field, BURLESON County, Texas and that the acreage claimed, and assigned to such well for proration purposes as authorized by special rule and as shown on the attached certified plat embraces 640 acres which can reasonably be considered to be productive of hydrocarbons.

- CERTIFICATE -

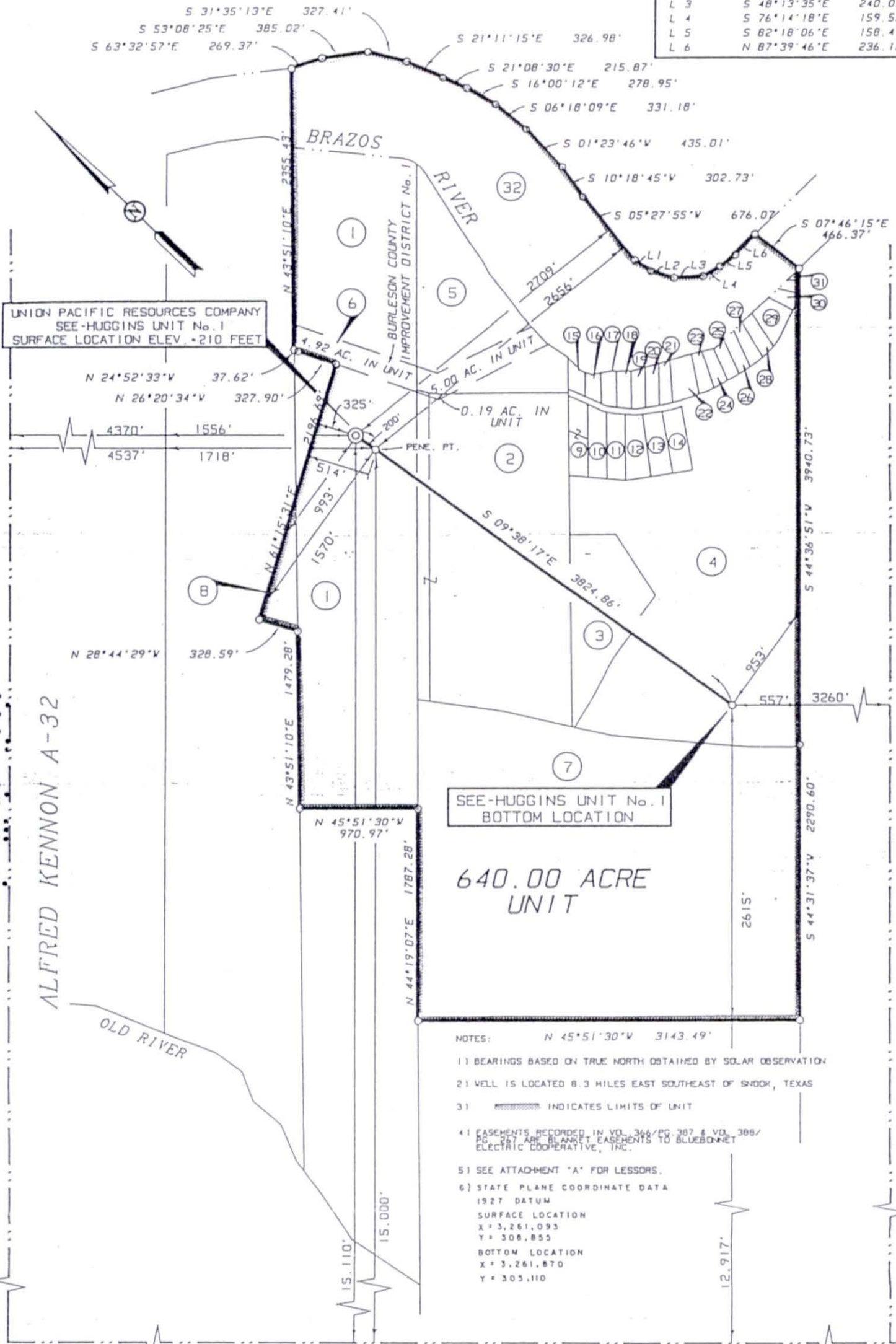
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Date 03/25/93 Signature Karen S. Moss /KAREN S. MOSS
Telephone 817/877-7957 Title SR. REGULATORY ANALYST
AREA CODE



LINE TABLE

L 1	S 10°49'38"E	162.78'
L 2	S 28°15'10"E	196.52'
L 3	S 48°13'35"E	240.05'
L 4	S 76°14'18"E	159.55'
L 5	S 82°18'06"E	158.49'
L 6	N 87°39'46"E	236.12'



SEE-HUGGINS UNIT No. 1
BOTTOM LOCATION

640.00 ACRE
UNIT

- NOTES:
- 1) BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION
 - 2) WELL IS LOCATED 8.3 MILES EAST SOUTHEAST OF SNOOK, TEXAS
 - 3) [Symbol] INDICATES LIMITS OF UNIT
 - 4) EASEMENTS RECORDED IN VOL. 366/PG. 387 & VOL. 388/PG. 287 ARE BLANKET EASEMENTS TO BLUEBONNET ELECTRIC COOPERATIVE, INC.
 - 5) SEE ATTACHMENT "A" FOR LESSORS.
 - 6) STATE PLANE COORDINATE DATA
1927 DATUM
SURFACE LOCATION
X = 3,261,093
Y = 308,855
BOTTOM LOCATION
X = 3,261,870
Y = 303,110

SURVEYED MAY 20, 1992
REVISED NOVEMBER 16, 1992 (UNIT CONFIGURATION)

Warren L. Simpson
WARREN L. SIMPSON R.P.L.S. No. 4122
7701 CAMERON ROAD SUITE No. 108
AUSTIN TEXAS 78752
PHONE (512) 452-1513

UNION PACIFIC RESOURCES COMPANY
SEE-HUGGINS UNIT No. 1
ALFRED KENNON SURVEY, A-32
BURLESON COUNTY, TEXAS
SCALE 1" = 1000'

ATTACHMENT " A "

PAGE 1 OF 2

SEE-HUGGINS UNIT No. 1

TRACT	ACRES IN UNIT	DESCRIPTION	DEED RECORDS VOL/PG
1	114.88	EDWARD C. SEE, et ux	153/591
2	76.43	WILLIAM D. HUGGINS III CHARLES RAY CONNER, Jr., et ux SAMUEL W. RIZZO EDGAR C. GRIFFIN	386/151
3	14.94	JAMES B. WYRICK, et ux WILLIAM D. HUGGINS III SAMUEL W. RIZZO EDGAR C. GRIFFIN BUDNIK-FRITCHER JOINT VENTURE	369/673
4	100.40	WILLIAM D. HUGGINS III BUDNIK-FRITCHER JOINT VENTURE EDGAR C. GRIFFIN SAMUEL W. RIZZO	360/482
5	24.44	SAMUEL W. RIZZO CHARLES J. SEBESTA, Jr., et ux WM. D. HUGGINS III EDGAR C. GRIFFIN	408/574
6	10.11	STATE OF TEXAS	40/104
7	175.87	SAMUEL W. RIZZO DARRELL WAYNE CHMELAR, et ux WM. D. HUGGINS III EDGAR C. GRIFFIN	373/665
8	3.95	JOHN WM. SEE	153/593
			OIL & GAS VOL/PG
19, 10, 12, 14 & 25)	9.13	WILLIAM D. HUGGINS III BUDNIK-FRITCHER JOINT VENTURE EDGAR C. GRIFFIN SAMUEL W. RIZZO	400/667 DR 396/589 DR 388/479 DR 390/313 DR 368/288 DR
11	1.94	WILLIAM D. HUGGINS III FRANCIS JEWELL WILLIS EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 99/642 171/462 174/249
13 & 21	2.83	WILLIAM D. HUGGINS III HENRY A. ONDRASEK, et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 390/128 DR 368/376 DR 171/462 174/249
15	0.76	WILLIAM D. HUGGINS III ALPHONSE BUDNIK, Jr., et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 380/79 DR 171/462 174/249
16	0.64	WILLIAM D. HUGGINS III WILLIS H. GILLIAM, et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 369/698 DR 171/462 174/249
17	0.83	WILLIAM D. HUGGINS III BILLY LEHOE, et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 368/388 DR 171/462 174/249
18	0.85	WILLIAM D. HUGGINS III JOHN R. KOONCE, et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO JOE D. SHEPHERD	171/483 369/513 DR 171/462 174/249
19 & 20	1.71	WILLIAM D. HUGGINS III BURNLEY GERLAND EDGAR C. GRIFFIN SAMUEL W. RIZZO GENE GERLAND	171/483 369/189 DR 171/462 174/249 368/376 DR

WARREN L. SIMPSON R.P.L.S. No. 4122
7701 CAMERON ROAD SUITE No. 108
AUSTIN TEXAS 78752
PHONE 15121 452-1513

UNION PACIFIC RESOURCES COMPANY

SEE-HUGGINS UNIT No. 1

ALFRED KENNON SURVEY, A-32
BURLESON COUNTY, TEXAS

ATTACHMENT "A"

PAGE 2 OF 2

SEE-HUGGINS UNIT No. 1

TRACT	ACRES IN UNIT	DESCRIPTION	OIL AND GAS VOL./PG	DR
22	1.61	WILLIAM D. HUGGINS III GARY SMITH EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 369/233 171/462 174/249	DR
23	0.81	WILLIAM D. HUGGINS III DOUGLAS SPIKES et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 376/90 171/462 174/249	DR
24	0.77	WILLIAM D. HUGGINS III PRESTON SMITH EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 371/630 171/462 174/249	DR
26	0.78	WILLIAM D. HUGGINS III WESLEY WESTERFELD, et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 379/334 171/462 174/249	DR
27	0.85	WILLIAM D. HUGGINS III RAYMOND MURPHY et al EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 374/197 171/462 174/249	DR
28	0.88	WILLIAM D. HUGGINS III NEILL S. BLACK et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 377/208 171/462 174/249	DR
29	1.65	WILLIAM D. HUGGINS III CHARLES RAY HORN, et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 369/221 171/462 174/249	DR
30	0.81	WILLIAM D. HUGGINS III SMITH MYERS et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 370/268 171/462 174/249	DR
31	0.06	WILLIAM D. HUGGINS III ROBERT L. EARLE et ux EDGAR C. GRIFFIN SAMUEL W. RIZZO	171/483 377/224 171/462 174/249	DR
32	92.07	STATE OF TEXAS	STATE LEASE No. M-95040	
640.00 ACRES TOTAL IN UNIT				

WARREN L. SIMPSON R.P.L.S. No. 4122
7701 CAMERON ROAD SUITE No. 108
AUSTIN TEXAS 78752
PHONE (512) 452-1513

UNION PACIFIC RESOURCES COMPANY
SEE-HUGGINS UNIT No. 1
ALFRED KENNON SURVEY, A-32
BURLESON COUNTY, TEXAS

READ INSTRUCTIONS ON BACK

1. Field name exactly as shown on proration schedule CLAY, N.E. (AUSTIN CHALK, 11350)		2. Lease name SEE-HUGGINS UNIT	
3. Operator name exactly as shown on P-5 Organization Report UNION PACIFIC RESOURCES COMPANY		4. Operator P-5 no. 876645	5. Oil lease no.
7. Operator address including city, state, and zip code P.O. BOX 7, MS 3407 FORT WORTH, TEXAS 76101-0007		8. County in which oil lease or gas well is actually located BURLESON	6. RRC district no. 3
		9. Gas ID no.	10. Gas well no. 1
		11. Effective date	

12. GAS WELL GAS OR CASINGHEAD GAS. Additional space and example on reverse side.

Type Operation			Name of gatherer, purchaser, and/or nominator as indicated in type operation columns NOTE: For each purchaser, give its RRC-assigned system code and identify the market. If applicable, place an "X" in the full-well stream column for the gatherer.	RRC USE ONLY		Purchaser's RRC Assigned System Code	Purchaser's Market		Percent of Take	Full-well stream
gatherer	purchaser	nominator		G/P/N Code			inter-state	intra-state		
X	X		AQUILA SOUTHWEST P/L			0001		X	100	

13. NAME OF OIL OR CONDENSATE GATHERER List highest volume gatherer first PRIDE PIPELINE CO.		Percent of Take 100	RRC USE ONLY Gath. code	14. PURPOSE OF FILING. Remarks: a. <input type="checkbox"/> New oil lease <input checked="" type="checkbox"/> New gas well <input type="checkbox"/> Reclassification (oil to gas or gas to oil) <input type="checkbox"/> Consolidation, unitization or subdivision b. CHANGE <input type="checkbox"/> Gatherer <input type="checkbox"/> Nominator <input type="checkbox"/> Purchaser <input type="checkbox"/> Purchaser's system code

RRC USE ONLY	c. CHANGE FROM	
Approved (Initials) _____ Oper. No. _____	<input type="checkbox"/> Operator _____	
Date _____ Field No. _____	<input type="checkbox"/> Field Name _____	
Remarks: _____	<input type="checkbox"/> Lease Name _____	

15. OPERATOR CHANGE. Being the PREVIOUS OPERATOR, I certify that operating responsibility for wells located on the subject lease has been transferred in its entirety to the above named Current Operator. I understand, as Previous Operator, that designation of the above named operator as Current Operator is not effective until this certificate is approved by the Commission.

Previous Operator _____ Date _____

Signature _____ Name (Print) _____

Title _____ Phone (____) _____

Address with city/state/zip _____

16. CURRENT OPERATOR'S CERTIFICATION. By signing this certificate as the CURRENT OPERATOR, I acknowledge responsibility for the regulatory compliance of the subject lease, INCLUDING PLUGGING OF WELLS if required under Statewide Rule 14. I also acknowledge that I will remain designated as the Current Operator until a new certificate designating a new Current Operator is approved by the Commission.

Signature Karen S. Moss Name (Print) KAREN S. MOSS

Title SR. REGULATORY ANALYST Date 03/25/93 Phone (817) 877-7957

I, the Current Operator, certify that the above agent is authorized to transport the above specified percentage of the allowable oil or gas produced from the above described property in accordance with the regulations of the Railroad Commission of Texas, and that this authorization will be valid until further notice or until cancelled by the Railroad Commission of Texas, and further certify that the conservation laws of the State of Texas and all rules, regulations and orders of the Railroad Commission of Texas have been complied with in respect to the property covered by this report.

check if listings are continued on reverse side

ELECTRIC LOG
STATUS REPORT

INSTRUCTIONS

When to file the L-1

- with Forms G-1, W-2, and GT-1 for new and deepened gas, oil, and geothermal wells
- with Form W-3 for plugged dry holes
- when sending in a log which was held under a request for confidentiality and the period of confidentiality has not yet expired

When the L-1 is NOT required

- with Forms W-2, G-1, and GT-1 filed for injection wells, disposal wells, water supply wells, service wells, re-test wells, re-classifications, and plugbacks of oil, gas, and geothermal wells
- with Form W-3 for plugging of other than a dry hole

Where to file the L-1

- with the appropriate Commission district office

Filling out the L-1

- Section I and the signature section must be filled out for all wells
- complete only the appropriate part of Section II

Type of log required

- any wireline survey run for the purpose of obtaining lithology, porosity, or resistivity information
- no more than one such log is required but it must be of the subject well
- if such a log is NOT run on the subject well, do NOT substitute any other type of log; just select Section II, Part A below

SEE REVERSE SIDE

SECTION I. IDENTIFICATION

Operator Name UNION PACIFIC RESOURCES COMPANY	District No. 3	Completion Date 03/01/93
Field Name CLAY, N.E. (AUSTIN CHALK, 11350)	Drilling Permit No. 399842	
Lease Name SEE-HUGGINS UNIT	Lease/ID No.	Well No. 1
County BURLESON	API No. 42 - 051-33325	

SECTION II. LOG STATUS (complete either A. or B.)

 A. BASIC ELECTRIC LOG NOT RUN B. BASIC ELECTRIC LOG RUN (select one) 1. Confidentiality requested. 2. Confidentiality already granted on basic electric log covering this interval (applicable to deepened wells only). 3. Basic electric log covering this interval already on file with Commission (applicable to deepened wells only). 4. Log attached to (select one) (a) Form L-1 (this form). If the company/lease name on log is different from that shown in Section I, please enter name on log here: _____Check here if attached log is being submitted after being held confidential (b) Form P-7, Application for Discovery Allowable and New Field Designation. (c) Form W-4, Application for Multiple Completion: lease or ID no.(s) _____, well no.(s) _____


signature
KAREN S. MOSS
name (print)

SR. REGULATORY ANALYST
title
(817) 877-7957
phone
03/25/93
date

For Railroad Commission use only

Cementer: Fill in shaded areas.
Operator: Fill in other items.

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

1. Operator's Name (As shown on Form P-5, Organization Report) Union Pacific Resources COMPANY	2. RRC Operator No. 876645	3. RRC District No. 3	4. County of Well Site Burleson
5. Field Name (Wildcat or exactly as shown on RRC records) CLAY, N.E. (AUSTIN CHALK, 11350)	6. API No. 42- 051-33325		7. Drilling Permit No. 399842
8. Lease Name See-Huggins Unit	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No. 1

CASING CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date	1/19/93					
13. •Drilled hole size	14 3/4"					
•Est. % wash or hole enlargement						
14. Size of casing (In. O.D.)	10 3/4"					
15. Top of liner (ft.)						
16. Setting depth (ft.)	3437'					
17. Number of centralizers used	21					
18. Hrs. waiting on cement before drill-out	24					
1st Slurry	19. API cement used: No. of sacks ▶	1510				
	Class ▶	Pacesetter Lite "A" II				
	Additives ▶	6% Gel + 3% Salt + 1/4#/sk Cello-Seal				
2nd Slurry	No. of sacks ▶	345				
	Class ▶	A				
	Additives ▶					
3rd Slurry	No. of sacks ▶					
	Class ▶					
	Additives ▶					
1st	20. Slurry pumped: Volume (cu. ft.) ▶	3231.4				
	Height (ft.) ▶	5808.7				
2nd	Volume (cu. ft.) ▶	424.35				
	Height (ft.) ▶	763.5				
3rd	Volume (cu. ft.) ▶					
	Height (ft.) ▶					
Total	Volume (cu. ft.) ▶	3655.75				
	Height (ft.) ▶	6571.7				
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?	Yes					
22. Remarks						

CEMENTING TO PLUG AND ABANDON	PLUG # 1	PLUG # 2	PLUG # 3	PLUG # 4	PLUG # 5	PLUG # 6	PLUG # 7	PLUG # 8
23. Cementing date								
24. Size of hole or pipe plugged (in.)								
25. Depth to bottom of tubing or drill pipe (ft.)								
26. Sacks of cement used (each plug)								
27. Slurry volume pumped (cu. ft.)								
28. Calculated top of plug (ft.)								
29. Measured top of plug. If tagged (ft.)								
30. Slurry wt. (lbs/gal)								
31. Type cement								

CEMENTER'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers cementing data only.

Ronnie Wood-Service Supervisor The Western Company of N.A. *Ronnie Wood*
 Name and title of cementer's representative Cementing Company Signature
 P. O. Box 308 La Grange, Texas 78945 409-242-3931 1/19/93
 Address City State Zip Code Tel. Area Code Number Date: mo. day yr.

OPERATOR'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers all well data.

KAREN S. MOSS SR. REGULATORY ANALYST *Karen Moss*
 Typed or printed name of operator's representative Title Signature
 P.O. BOX 7, MS 3407 FORT WORTH, TEXAS 76101-0007 817/877-7957 03/25/93
 Address City State Zip Code Tel. Area Code Number Date: mo. day yr.

Instructions to Form W-15, Cementing Report

IMPORTANT: Operators and cementing companies must comply with the requirements of the Commission's Statewide Rules 8 (Water Protection), 13 (Casing, Cementing, Drilling, and Completion), and 14 (Well Plugging). For offshore operations, see the requirements of Rule 13 (c).

A. What to file. An operator should file an original and one copy of the completed Form W-15 for each cementing company used on a well. The cementing of different casing strings on a well by one cementing company may be reported on one form. Form W-15 should be filed with the following:

- An initial oil or gas completion report, Form W-2 or G-1, as required by Statewide or special field rules;
- Form W-4, Application for Multiple Completion, if the well is a multiple parallel casing completion; and
- Form W-3, Plugging Record, unless the W-3 is signed by the cementing company representative. When reporting dry holes, operators must complete Form W-15, in addition to Form W-3, to show any casing cemented in the hole.

B. Where to file. The appropriate Commission District Office for the county in which the well is located.

C. Surface casing. An operator must set and cement sufficient surface casing to protect all usable-quality water strata, as defined by the Texas Department of Water Resources, Austin. Before drilling a well in any field or area in which no field rules are in effect or in which surface casing requirements are not specified in the applicable rules, an operator must obtain a letter from the Department of Water Resources stating the protection depth. Surface casing should not be set deeper than 200 feet below the specified depth without prior approval from the Commission.

D. Centralizers. Surface casing must be centralized at the shoe, above and below a stage collar or diverting tool, if run, and through usable-quality water zones. In nondeviated holes, a centralizer must be placed every fourth joint from the cement shoe to the ground surface or to the bottom of the cellar. All centralizers must meet API specifications.

E. Exceptions and alternative casing programs. The District Director may grant an exception to the requirements of Statewide Rule 13. In a written application, an operator must state the reason for the requested exception and outline an alternate program for casing and cementing through the protection depth for strata containing usable-quality water. The District Director may approve, modify, or reject a proposed program. An operator must obtain approval of any exception before beginning casing and cementing operations.

F. Intermediate and production casing. For specific technical requirements, operators should consult Statewide Rule 13 (b) (3) and (4).

G. Plugging and abandoning. Cement plugs must be placed in the wellbore as required by Statewide Rule 14. The District Director may require additional cement plugs. For onshore or inland wells, a 10-foot cement plug must be placed in the top of the well, and the casing must be cut off three feet below the ground surface. All cement plugs, except the top plug, must have sufficient slurry volume to fill 100 feet of hole, plus ten percent for each 1,000 feet of depth from the ground surface to the bottom of the plug.

To plug and abandon a well, operators must use only cementers approved by the Director of Field Operations. Cementing companies, service companies, or operators can qualify as approved cementers by demonstrating that they are able to mix and pump cement in compliance with Commission rules and regulations.

Cementor: Fill in shaded areas.
Operator: Fill in other items.

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Form W-15
Cementing Report
Rev. 4-1-83
48-045

1. Operator's Name (As shown on Form P-5, Organization Report) Union Pacific Resources COMPANY	2. RRC Operator No. 876645	3. RRC District No. 3	4. County of Well Site Burleson
5. Field Name (Wildcat or exactly as shown on RRC records) CLAY, N.E. (AUSTIN CHALK, 11350)	6. API No. 42- 051-33325	7. Drilling Permit No. 399842	
8. Lease Name See-Huggins Unit	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No. 1

CASING CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date		1/30/93				
13. •Drilled hole size		9 7/8"				
•Est. % wash or hole enlargement						
14. Size of casing (In. O.D.)		7 5/8"				
15. Top of liner (ft.)						
16. Setting depth (ft.)		10,636'				
17. Number of centralizers used		13				
18. Hrs. Waiting on cement before drill-out						
1st Slurry	19. API cement used: No. of sacks ▶	295				
	Class ▶	H				
	Additives ▶	35% SF-3 + .5% WR-15 + .45% CF-14				
2nd Slurry	No. of sacks ▶					
	Class ▶					
	Additives ▶					
3rd Slurry	No. of sacks ▶					
	Class ▶					
	Additives ▶					
1st	20. Slurry pumped: Volume (cu. ft.) ▶	433.65				
	Height (ft.) ▶	2019				
2nd	Volume (cu. ft.) ▶					
	Height (ft.) ▶					
3rd	Volume (cu. ft.) ▶					
	Height (ft.) ▶					
Total	Volume (cu. ft.) ▶	433.65				
	Height (ft.) ▶	2019				
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?		No				
22. Remarks						

CEMENTING TO PLUG AND ABANDON	PI	1	PLUG #2	PLUG #3	PLUG #4	PLUG #5	PLUG #6	PLUG #7	PLUG #8
23. Cementing date									
24. Size of hole or pipe plugged (in.)									
25. Depth to bottom of tubing or drill pipe (ft.)									
26. Sacks of cement used (each plug)									
27. Slurry volume pumped (cu. ft.)									
28. Calculated top of plug (ft.)									
29. Measured top of plug, if tagged (ft.)									
30. Slurry wt. (lbs/gal)									
31. Type cement									

CEMENTER'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers cementing data only.

Sheldon L. Alberthal-Service Supv.

The Western Company of N.A.

Sheldon L. Alberthal
Signature

Name and title of cementer's representative

Cementing Company

Signature

P. O. Box 308

La Grange, Texas 78945

409-242-3931

1/30/93

Address

City, State, Zip Code

Tel: Area Code Number

Date: mo. day yr.

OPERATOR'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers all well data.

KAREN S. MOSS

SR. REGULATORY ANALYST

Karen S. Moss
Signature

Typed or printed name of operator's representative

Title

Signature

P.O. BOX 7, MS 3407

FORT WORTH, TEXAS 76101-0007

817/877-7957

03/25/93

Address

City, State, Zip Code

Tel: Area Code Number

Date: mo. day yr.

Instructions to Form W-15, Cementing Report

IMPORTANT: Operators and cementing companies must comply with the requirements of the Commission's Statewide Rules 8 (Water Protection), 13 (Casing, Cementing, Drilling, and Completion), and 14 (Well Plugging). For offshore operations, see the requirements of Rule 13 (c).

A. What to file. An operator should file an original and one copy of the completed Form W-15 for each cementing company used on a well. The cementing of different casing strings on a well by one cementing company may be reported on one form. Form W-15 should be filed with the following:

- An initial oil or gas completion report, Form W-2 or G-1, as required by Statewide or special field rules;
- Form W-4, Application for Multiple Completion, if the well is a multiple parallel casing completion; and
- Form W-3, Plugging Record, unless the W-3 is signed by the cementing company representative. When reporting dry holes, operators must complete Form W-15, in addition to Form W-3, to show any casing cemented in the hole.

B. Where to file. The appropriate Commission District Office for the county in which the well is located.

C. Surface casing. An operator must set and cement sufficient surface casing to protect all usable-quality water strata, as defined by the Texas Department of Water Resources, Austin. Before drilling a well in any field or area in which no field rules are in effect or in which surface casing requirements are not specified in the applicable rules, an operator must obtain a letter from the Department of Water Resources stating the protection depth. Surface casing should not be set deeper than 200 feet below the specified depth without prior approval from the Commission.

D. Centralizers. Surface casing must be centralized at the shoe, above and below a stage collar or diverting tool, if run, and through usable-quality water zones. In nondeviated holes, a centralizer must be placed every fourth joint from the cement shoe to the ground surface or to the bottom of the cellar. All centralizers must meet API specifications.

E. Exceptions and alternative casing programs. The District Director may grant an exception to the requirements of Statewide Rule 13. In a written application, an operator must state the reason for the requested exception and outline an alternate program for casing and cementing through the protection depth for strata containing usable-quality water. The District Director may approve, modify, or reject a proposed program. An operator must obtain approval of any exception before beginning casing and cementing operations.

F. Intermediate and production casing. For specific technical requirements, operators should consult Statewide Rule 13 (b) (3) and (4).

G. Plugging and abandoning. Cement plugs must be placed in the wellbore as required by Statewide Rule 14. The District Director may require additional cement plugs. For onshore or inland wells, a 10-foot cement plug must be placed in the top of the well, and the casing must be cut off three feet below the ground surface. All cement plugs, except the top plug, must have sufficient slurry volume to fill 100 feet of hole, plus ten percent for each 1,000 feet of depth from the ground surface to the bottom of the plug.

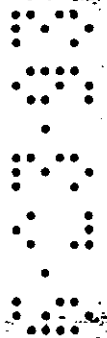
To plug and abandon a well, operators must use only cementers approved by the Director of Field Operations. Cementing companies, service companies, or operators can qualify as approved cementers by demonstrating that they are able to mix and pump cement in compliance with Commission rules and regulations.

MULTI-SHOT, INC.
P.O. Box 4357
Corpus Christi, TX. 78469
(512) 883-7263

UNION PACIFIC RESOURCES COMPANY
SEE HUGGINS UNIT, WELL #1
BURLESON COUNTY, TEXAS

RIG: DELTA #94
JOB NUMBER: G-026W-93 01/27/93 K.CANTRELL
DECLINATION: 6 DEGREES EAST (TRUE)

Plane of vertical section: S 9 24 E



UNION PACIFIC RESOURCES COMPANY
 SEE HUGGINS UNIT, WELL #1
 BURLESON COUNTY, TEXAS

RADIUS OF CURVATURE CALCULATIONS

Friday, January 29, 1993 Page 1

MEASURED DEPTH Feet	B O R E - H O L E INCLINATION Deg Min	D I R E C T I O N Deg Min	C O U R S E L E N G T H Feet	V E R T I C A L D E P T H Feet	R E C T A N G U L A R C O O R D I N A T E S Feet	V E R T I C A L S E C T I O N Feet	D O G L E G S E V E R I T Y Deg/100ft.
0.00	0 0	0 0		0.00	0.00 N 0.00 E	-0.00	
200.00	0 15	N 54 0 W	200.00	200.00	0.26 N 0.35 W	-0.31	0.12
400.00	0 15	N 54 0 W	200.00	400.00	0.77 N 1.06 W	-0.93	0.00
600.00	0 15	N 64 0 W	200.00	600.00	1.22 N 1.81 W	-1.50	0.02
800.00	0 15	S 86 0 W	200.00	799.99	1.38 N 2.65 W	-1.80	0.06
1000.00	0 15	N 54 0 E	200.00	999.99	1.99 N 2.88 W	-2.44	0.24
1200.00	0 15	N 73 0 W	200.00	1199.99	2.69 N 2.99 W	-3.14	0.22
1400.00	0 30	S 78 0 W	200.00	1399.99	2.74 N 4.29 W	-3.41	0.15
1600.00	0 30	N 57 0 W	200.00	1599.98	3.05 N 5.96 W	-3.99	0.19
1800.00	0 30	N 39 0 W	200.00	1799.97	4.22 N 7.25 W	-5.35	0.08
2000.00	0 45	N 50 0 W	200.00	1999.96	5.77 N 8.78 W	-7.13	0.14
2200.00	0 45	N 62 0 W	200.00	2199.94	7.23 N 10.94 W	-8.92	0.08
2400.00	0 30	N 76 0 W	200.00	2399.93	8.01 N 12.97 W	-10.02	0.15
2600.00	0 45	N 6 0 E	200.00	2599.92	9.65 N 14.12 W	-11.83	0.42
2800.00	1 15	N 26 0 E	200.00	2799.89	12.99 N 13.16 W	-14.96	0.30
3000.00	1 0	N 4 0 E	200.00	2999.85	16.76 N 12.15 W	-18.52	0.25
3200.00	0 45	N 14 0 E	200.00	3199.82	19.77 N 11.68 W	-21.41	0.15
3400.00	0 45	N 14 0 E	200.00	3399.81	22.31 N 11.04 W	-23.82	0.00
3600.00	0 45	N 15 0 E	200.00	3599.79	24.85 N 10.39 W	-26.21	0.01
3800.00	0 45	N 28 0 E	200.00	3799.77	27.28 N 9.43 W	-28.45	0.08
4000.00	0 45	N 50 0 E	200.00	3999.76	29.30 N 7.79 W	-30.18	0.14
4200.00	0 30	N 44 0 E	200.00	4199.74	30.79 N 6.20 W	-31.38	0.13
4400.00	0 45	N 35 0 E	200.00	4399.73	32.47 N 4.81 W	-32.82	0.13
4600.00	0 30	N 42 0 E	200.00	4599.72	34.17 N 3.45 W	-34.28	0.13
4800.00	0 45	N 36 0 E	200.00	4799.71	35.87 N 2.08 W	-35.73	0.13
5000.00	0 30	N 11 0 E	200.00	4999.69	37.85 N 1.22 W	-37.54	0.18
5200.00	0 30	N 39 0 E	200.00	5199.69	39.42 N 0.49 W	-38.97	0.12
5400.00	0 30	N 14 0 W	200.00	5399.68	41.06 N 0.12 W	-40.53	0.22
5600.00	0 30	N 36 0 W	200.00	5599.67	42.64 N 0.86 W	-42.20	0.10
5800.00	1 0	N 65 0 W	200.00	5799.65	44.28 N 2.86 W	-44.15	0.31
6000.00	1 0	N 69 0 W	200.00	5999.62	45.65 N 6.07 W	-46.02	0.03
6200.00	0 45	N 80 0 W	200.00	6199.60	46.46 N 9.01 W	-47.31	0.15
6400.00	0 45	S 84 0 W	200.00	6399.58	46.55 N 11.62 W	-47.82	0.10
6600.00	0 45	S 75 0 W	200.00	6599.57	46.08 N 14.19 W	-47.77	0.06
6800.00	0 30	N 68 0 W	200.00	6799.55	46.21 N 16.33 W	-48.25	0.23

UNION PACIFIC RESOURCES COMPANY
 SEE HUGGINS UNIT, WELL #1
 BURLESON COUNTY, TEXAS

RADIUS OF CURVATURE CALCULATIONS

Friday, January 29, 1993 Page 2

MEASURED DEPTH Feet	B O R E - H O L E INCLINATION Deg Min		DIRECTION Deg Min	COURSE LENGTH Feet	VERTICAL DEPTH Feet	R E C T A N G U L A R C O O R D I N A T E S Feet		VERTICAL SECTION Feet	DOGLEG SEVERITY Deg/100ft.
7000.00	1	0	N 86 0 W	200.00	6999.54	46.79 N	18.87 W	-49.25	0.27
7200.00	1	0	N 85 0 W	200.00	7199.51	47.07 N	22.35 W	-50.08	0.01
7400.00	1	0	N 73 0 W	200.00	7399.48	47.73 N	25.77 W	-51.30	0.10
7600.00	1	15	N 53 0 W	200.00	7599.44	49.51 N	29.25 W	-53.62	0.23
7800.00	1	15	N 40 0 W	200.00	7799.39	52.50 N	32.41 W	-57.09	0.14
8000.00	1	0	N 45 0 W	200.00	7999.35	55.40 N	35.06 W	-60.38	0.13
8200.00	1	15	N 34 0 W	200.00	8199.31	58.42 N	37.55 W	-63.77	0.16
8400.00	1	15	N 23 0 W	200.00	8399.26	62.25 N	39.63 W	-67.89	0.12
8600.00	1	15	N 4 0 E	200.00	8599.22	66.51 N	40.34 W	-72.21	0.29
8800.00	1	30	N 16 0 E	200.00	8799.16	71.23 N	39.51 W	-76.73	0.19
9000.00	2	15	N 27 0 E	200.00	8999.05	77.31 N	37.12 W	-82.33	0.41
9200.00	2	45	N 34 0 E	200.00	9198.86	84.82 N	32.69 W	-89.02	0.29
9400.00	2	45	N 17 0 E	200.00	9398.63	93.45 N	28.58 W	-96.86	0.41
9600.00	1	45	N 12 0 E	200.00	9598.47	101.05 N	26.61 W	-104.04	0.51
9800.00	1	45	N 11 0 W	200.00	9798.38	107.12 N	26.56 W	-110.02	0.35
10000.00	1	45	N 23 0 W	200.00	9998.29	112.95 N	28.34 W	-116.06	0.18
10200.00	2	0	N 27 0 W	200.00	10198.18	118.88 N	31.11 W	-122.36	0.14
10366.00	2	30	N 32 0 W	166.00	10364.05	124.55 N	34.31 W	-128.48	0.32
PROJECTED TO: 10425.00	2	30	N 32 0 W	59.00	10422.99	126.73 N	35.68 W	-130.86	0.00

Final Station Closure - Distance: 131.66 Feet
 - Direction: N 15 43 W

(16) M-94913

Completion Reports Well #1
FILED: 10-4-93

0000

PLEASE DETACH AND SIGN THIS RECEIPT COPY AND RETURN
IN THE ENCLOSED SELF-ADDRESSED STAMPED ENVELOPE

Union Pacific Resources ✓

LESSOR: ST OF TX M-94913

IF CORRESPONDENCE IS REQUIRED, PLEASE MAKE
REFERENCE TO THE LEASE NUMBER BELOW.

CHECK NO. 125617

LEASE DATE	STATE	COUNTY OR PARISH	RECORDING	FOR PERIOD		TRACT	COMPANY LEASE NUMBER	
				MOS.	BEGINNING			
04/07/92	TX	BURLESON	V204 P42	12	04/07/94	02	TX2 45524	

TAXID: ST TX M-94913
ST OF TX M-94913
STEPHEN F AUSTIN BLDG

1700 NORTH CONGRESS AVE
AUSTIN TX 78701

X \$20.90

94040341

121

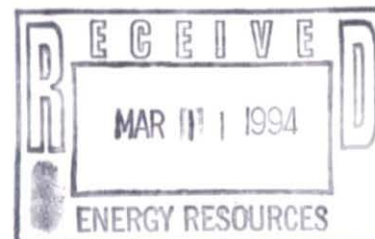
PLEASE SIGN BELOW AND RETURN

RECEIVED BY _____

Date _____

PLEASE DIRECT ALL

- telephone inquiries to VOICE MAIL BOX (817) 877-7077
- mail address/I.D. # changes and inquiries to:
ATTN: OBLIGATIONS
Mail Station 3110
P.O. Box 7
Fort Worth, TX 76101-007



LESSOR: ST OF TX M-94913

IF CORRESPONDENCE IS REQUIRED, PLEASE MAKE
REFERENCE TO THE LEASE NUMBER BELOW.

CHECK NO. 125617

LEASE DATE	STATE	COUNTY OR PARISH	RECORDING	FOR PERIOD		TRACT	COMPANY LEASE NUMBER	
				MOS.	BEGINNING			
04/07/92	TX	BURLESON	V204 P42	12	04/07/94	02	TX2 45524	

17.

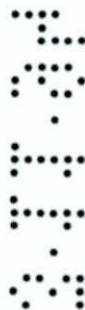
REC

94913

DELAY RENTAL PAID

DATE

3-11-94

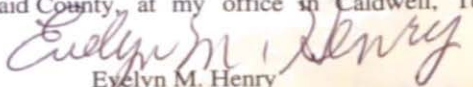


THE STATE OF TEXAS
COUNTY OF BURLESON

I, Evelyn M. Henry, Clerk of the County Court of said County, do hereby certify the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 12 day of April, 19 95, at 9:00 o'clock A. M. and duly recorded on 13 day of April, 19 95, in the Oil & Gas Lease Record of said County, in Vol. 240 Page 191.

Witness my hand and official seal of the County Court of said County, at my office in Caldwell, Texas, the day and year above written.

By _____, Deputy


Evelyn M. Henry
County Clerk, Burleson County, Texas

PARTIAL RELEASE OF OIL AND GAS LEASE

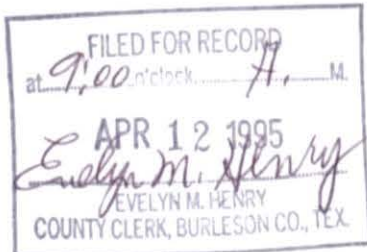
STATE OF TEXAS }
 } SS
COUNTIES OF BURLESON }

KNOW ALL MEN BY THESE PRESENTS:

That UNION PACIFIC RESOURCES COMPANY, does hereby release, relinquish and surrender all of its right, title and interest in and to that Oil and Gas Lease as described herein below, INsofar AND ONLY INsofar as said lease covers and affects lands OUTSIDE THE BOUNDARIES of the See-Yegua Unit No. 1 as further described in that Pooling Agreement filed in the Burleson County, Texas records in Volume 211, Page 557 and the See-Huggins Unit No. 1 as further described in that Pooling Agreement filed in the Burleson County, Texas records in Volume 221 Page 756.

UPRC LEASE NO.: Tx2-45524
Date: April 7, 1992
Lessor: State of Texas
Lessee: Union Pacific Resources Company
Recording Information: Volume 204, Page 42, Burleson Co.

7th IN WITNESS WHEREOF, this instrument is executed on this day of April, 1995.



UNION PACIFIC RESOURCES COMPANY

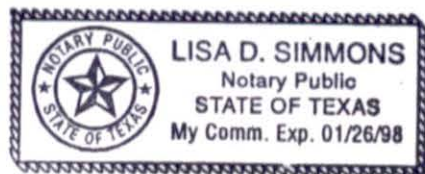
By: Wesley D. Coffman
Wesley D. Coffman
Attorney-in-Fact

STATE OF TEXAS }
 } SS
COUNTY OF TARRANT }

The foregoing instrument was acknowledged before me this 7th day of April, 1995 by Wesley D. Coffman as Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of the corporation.

Lisa D. Simmons
Notary Public, State of Texas

Return to:
UNION PACIFIC RESOURCES COMPANY
P. O. Box 7, MS-3110
Fort Worth, TX 76101-0007



RF 94913
ITEM Rebate
TO _____
FROM _____
DATE 6-12-85

17.A.

2023

FILED FOR RECORD
at 300
APR 12 1995
Evelyn M. [Signature]
CLERK OF COUNTY CLERK, COLEMAN CO., TEX.

1531

WHEN RECORDED RETURN TO:
Union Pacific Resources Co.
ATTN: Land Administration
P.O. Box 7, MS 3110
Fort Worth, TX 76101-0007

\$9.00 pd.



September 3, 1996

RE: See - Yegua #1 Well
SOC WI: 40%

ALL INTEREST OWNERS:

Sinclair Oil Corporation, as a working interest owner in the captioned well, is now selling its proportionate share of the oil produced from this well separately from Union Pacific Resources Company. We will begin disbursing revenues attributable to the production we sell effective May 1, 1996. The enclosed Division Order reflects your interest based on Sinclair's production.

In order to keep your interest in line for payment, we will need an executed division order covering the captioned well. To that end, enclosed are two copies of our Division Order prepared from information furnished to us by Union Pacific. If your interest is correct, please execute one copy of the Division Order in the presence of two witnesses, insert your Social Security or Taxpayer Identification Number in the space provided, verify the address shown, and return the original to our office in the enclosed self-addressed envelope for further processing. Please retain the copy for your records.

NOTE: FAILURE TO PROVIDE YOUR SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUMBER COMPELS SINCLAIR TO COMPLY WITH IRS GUIDELINES GOVERNING BACKUP WITHHOLDING WHICH REQUIRE US TO DEDUCT 31% FROM THE NET PROCEEDS OF YOUR CHECKS. THIS INFORMATION MUST BE REFLECTED ON THIS DIVISION ORDER EVEN THOUGH IT HAS BEEN PROVIDED PREVIOUSLY ON OTHER DIVISION ORDERS.

Please provide Sinclair with copies of any documents which affect your ownership or interest in this well. If you have any questions, please feel free to contact either of the following individuals:

Sam Bartlett - Royalty Payments (801) 524-2910
Becky Farmer - Division Orders (801) 526-3911

You may contact us anytime during normal business hours - Mountain Time.

Yours truly,

Becky A. Farmer
Becky A. Farmer
Division Order Analyst



OIL & GAS DIVISION ORDER

To: SINCLAIR OIL CORPORATION
P.O. Box 30825
Salt Lake City, Utah 84130-0825

EFFECTIVE: May 1, 1996
LEASE No: 423058

Each of the undersigned guarantees and warrants he is the legal owner of, and own no greater interest than, the interest set out opposite his name in oil or the proceeds from the sale of oil from the following described property:

See - Yegua #1 Well
640 Acres out of Alfred Kennon Survey A-32
Burleson County, Texas

**RETAIN COPY
FOR YOUR FILE**

Effective as of the above date and until further written notice either from you or from us, the undersigned owner and all other parties executing this instrument hereby authorize you, your successors or assigns to receive and measure such sales in accordance with applicable governmental rules and regulations and to give credit as set forth below:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

The following covenants are parts of this instrument and shall be binding on the undersigned, their successors, legal representatives, and assigns:

1. Oil sold hereunder shall be delivered f.o.b. to the carrier designated to gather and receive such oil, and shall become your property upon receipt thereof by the carrier designated by you or by any other purchaser to whom you may resell such oil. The term "oil" as used in this division order shall include all marketable liquid hydrocarbons.

Should the oil produced from the herein described land be commingled with oil produced from one or more other separately owned tracts of land prior to delivery to the designated carrier, the commingled oil sold hereunder shall be deemed to be the interest of the undersigned in that portion of the total commingled oil delivered which is allocated to the herein described land on the basis of lease meter readings or any other method generally accepted in the industry as an equitable basis for determining the quantity and quality of oil sold from each separately owned tract. Such formula shall be uniformly applied to all owners of an interest in the tracts of land involved.

Should the interest of the undersigned in the oil produced from the herein described land be unitized with oil produced from one or more other tracts of land, this instrument shall thereafter be deemed to be modified to the extent necessary to conform with the applicable unitization agreement or plan of unitization, and all revisions or amendments thereto, but otherwise to remain in force and effect as to all other provisions. In such event, the portion of the unitized oil sold hereunder shall be the interest of the undersigned in that portion of the total unitized oil delivered which is allocated to the herein described land and shall be deemed for all purposes to have been actually produced from said land.

Should the oil sold hereunder be resold by you to another purchaser accepting delivery thereof at the same point at which you take title, you agree to pay for such oil based upon the volume computation made by such purchaser and at the price received by you for such oil, reduced by any transportation charges deducted by such purchaser.

You may refuse to receive any oil not considered merchantable by you.

2. Settlements shall be made monthly by check mailed to the respective parties according to the division of interest herein specified at the latest address known by you, less any taxes required by law to be deducted and paid by you applicable to owner's interest.
3. In the event any dispute or question arises concerning the title to the interest of the undersigned in said land and/or the oil produced therefrom or the proceeds thereof, you will be furnished satisfactory abstracts or other evidence of title upon demand. Until such evidence of title has been furnished and/or such dispute or question of title is corrected or removed to your satisfaction, or until indemnity satisfactory to you has been furnished, you are authorized to withhold the proceeds of such oil received and run, without interest. In the event any action or suit is filed in any court affecting the title to the interest of the undersigned in the herein described land or the oil produced therefrom or the proceeds thereof to which the undersigned is a party, written notice of the filing of such suit or action shall be immediately furnished you by the undersigned, stating the court in which the same is filed and the title of such suit or action. You will not be responsible for any change of ownership in the absence of actual notice and satisfactory proof thereof.
4. Whether or not any contingency is expressly stated in this instrument, you are hereby relieved of any responsibility for determining when any of the interests herein shall increase, diminish, terminate, be extinguished or revert to other parties as a result of the completion or discharge of money or other payments from said interest, or as a result of the expiration of any time or term limitation (either definite or indefinite) and, unless you are also the operator of the property, as a result of an increase or decrease in product, or as a result of a change in the depth, the methods or the means of production, or as a result of a change in the allocation of production affecting the herein described land or any portion thereof under any agreement or by order of Governmental authority, and until you receive notice in writing to the contrary, you are hereby authorized to continue to remit without liability pursuant to the division of interest shown herein.
5. Each of the undersigned who is the owner of a royalty interest (landowner's royalty) in the lands and property hereinabove described, each to the extent of his or its interest in the above described lands, by executing this division order, hereby certifies, guarantees and warrants for your benefit and that of any pipeline or other carrier designated to transport said oil, that all payments herein provided for or necessary to maintain the same have been timely and properly made to said person or party to date of first delivery under this division order.
6. Working interest Owner's and/or Operators, and each of them, by signature to this instrument, certify, guarantee and warrant, for your benefit and that of any pipeline or other carrier designated to run or transport said oil, that all oil tendered hereunder has been and shall be produced from or lawfully allocated to the herein described land in accordance with all applicable Federal, state and local laws, orders, rules and regulations.

This instrument may be executed by one or more, but all covenants herein shall be binding upon any party executing same and upon his heirs, devisees, successors, and assigns irrespective of whether other parties have executed this instrument. This instrument may be executed in couterpart.

OWNER

_____ Witness or Attest	_____ Signature of Owner	_____ Date
	_____ Tax I.D. Number	
_____ Witness or Attest	_____ Signature of Owner	_____ Date
	_____ Tax I.D. Number	
_____ Witness or Attest	_____ Signature of Owner	_____ Date
	_____ Tax I.D. Number	
_____ Witness or Attest	_____ Signature of Owner	_____ Date
	_____ Tax I.D. Number	

ROYALTY INTEREST:

TOTAL INTEREST

MELVIN RAY SEE
10190 OLD KATY RD. #120
HOUSTON TX 77043

0.00306120

LARRY O. SEE
P.O. BOX 722
CALDWELL TX 778360722

0.00306120

JOHN WILLIAM SEE, JR.
RT. 2, BOX 262A
SOMERVILLE TX 77879

0.00306120

EDWARD CHARLES SEE
14834 ALDERWICK DRIVE
SUGARLAND TX 77478

0.00306120

EDWARD C. SEE & MARY LOUISE SEE
1018 CHANTILLY
HOUSTON TX 770183218

0.00060800

MARIJANE SEE KRISTOF
648 REMINGTON
ANGLETON TX 77515

0.00306120

PEGGY SEE WILLIAMS
P.O. BOX 244
SNOOK TX 77878

0.00306120

COMMISSIONER OF GENERAL LAND OFFICE
1700 N CONGRESS AVENUE
AUSTIN TX 78701

0.00671200

ELAINE HARRELL MITCHELL
7161 GREENBROOK
DALLAS TX 75214

0.00018450

MARSHALL A. HARRELL
P.O. BOX 56
CALDWELL TX 77836

0.00018450

DONALD L. HARRELL
P.O. BOX 186
GEORGETOWN TX 78626

0.00018440

PATSY J. BRYAN, TRUSTEE FOR
MARSHALL A HARRELL III 1980 MINERAL TRUST
P O BOX 171
CALDWELL TX 77836

0.00055390

ORALENE BAKER
ROUTE 2, BOX 81
SOMERVILLE TX 77879

0.00395620

JOE H. BAKER, JR.
1505 HAROLD STREET
HOUSTON TX 77006-3707

0.00395620

WILLIAM A. MCMEANS, JR.
P.O. BOX 440
BRENHAM TX 77834-0440

0.00213640

0.00253200

0.00466840

WILLIAM A. MCMEANS, JR., CUSTODIAN FOR
W. COLE MCMEANS
P.O. BOX 440
BRENHAM TX 77834-0440

0.00027690

WILLIAM A. MCMEANS, JR., CUSTODIAN FOR
MANDY L. MCMEANS
P.O. BOX 440
BRENHAM TX 77834-0440

0.00027690

YEGUA PROPERTIES LTD
C/O QUINTANA PETROLEUM CORP.
P.O. BOX 3331
HOUSTON TX 77253

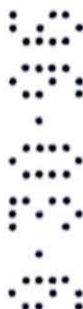
0.04146160

WORKING INTEREST:

SINCLAIR OIL CORPORATION
550 EAST SOUTH TEMPLE
SALT LAKE CITY UT 84102

0.31860930

TOTAL INTEREST: 0.40000000



M. 94913
Division Order
File Dated 11-21-96
CIR 95040

18.

0.20.00

m - 94913
m 95040



RECEIVED
OCT-1 11 9:13

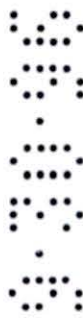
September 3, 1996

RE: See - Huggins #1 Well
SOC WI: 40%

ALL INTEREST OWNERS:

Sinclair Oil Corporation, as a working interest owner in the captioned well, is now selling its proportionate share of the oil produced from this well separately from Union Pacific Resources Company. We will begin disbursing revenues attributable to the production we sell effective May 1, 1996. The enclosed Division Order reflects your interest based on Sinclair's production.

In order to keep your interest in line for payment, we will need an executed division order covering the captioned well. To that end, enclosed are two copies of our Division Order prepared from information furnished to us by Union Pacific. If your interest is correct, please execute one copy of the Division Order in the presence of two witnesses, insert your Social Security or Taxpayer Identification Number in the space provided, verify the address shown, and return the original to our office in the enclosed self-addressed envelope for further processing. Please retain the copy for your records.



NOTE: FAILURE TO PROVIDE YOUR SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUMBER COMPELS SINCLAIR TO COMPLY WITH IRS GUIDELINES GOVERNING BACKUP WITHHOLDING WHICH REQUIRE US TO DEDUCT 31% FROM THE NET PROCEEDS OF YOUR CHECKS. THIS INFORMATION MUST BE REFLECTED ON THIS DIVISION ORDER EVEN THOUGH IT HAS BEEN PROVIDED PREVIOUSLY ON OTHER DIVISION ORDERS

Please provide Sinclair with copies of any documents which affect your ownership or interest in this well. If you have any questions, please feel free to contact either of the following individuals:

- Sam Bartlett - Royalty Payments (801) 524-2910
- Becky Farmer - Division Orders (801) 526-3911

You may contact us anytime during normal business hours - Mountain Time

95040
MF 94913

Yours truly,

Becky A. Farmer

Becky A. Farmer
Division Order Analyst



OIL & GAS DIVISION ORDER

To: SINCLAIR OIL CORPORATION
P.O. Box 30825
Salt Lake City, Utah 84130-0825

EFFECTIVE: May 1, 1996
LEASE NO: 423081

Each of the undersigned guarantees and warrants he is the legal owner of, and own no greater interest than, the interest set out opposite his name in oil or the proceeds from the sale of oil from the following described property:

See - Huggins #1 Well
640 Acres out of Alfred Kennon Survey A-32
Burlleson County, Texas

**RETAIN COPY
FOR YOUR FILE**

Effective as of the above date and until further written notice either from you or from us, the undersigned owner and all other parties executing this instrument hereby authorize you, your successors or assigns to receive and measure such sales in accordance with applicable governmental rules and regulations and to give credit as set forth below:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

The following covenants are parts of this instrument and shall be binding on the undersigned, their successors, legal representatives, and assigns:

1. Oil sold hereunder shall be delivered f.o.b. to the carrier designated to gather and receive such oil, and shall become your property upon receipt thereof by the carrier designated by you or by any other purchaser to whom you may resell such oil. The term "oil" as used in this division order shall include all marketable liquid hydrocarbons.

Should the oil produced from the herein described land be commingled with oil produced from one or more other separately owned tracts of land prior to delivery to the designated carrier, the commingled oil sold hereunder shall be deemed to be the interest of the undersigned in that portion of the total commingled oil delivered which is allocated to the herein described land on the basis of lease meter readings or any other method generally accepted in the industry as an equitable basis for determining the quantity and quality of oil sold from each separately owned tract. Such formula shall be uniformly applied to all owners of an interest in the tracts of land involved.

Should the interest of the undersigned in the oil produced from the herein described land be unitized with oil produced from one or more other tracts of land, this instrument shall thereafter be deemed to be modified to the extent necessary to conform with the applicable unitization agreement or plan of unitization, and all revisions or amendments thereto, but otherwise to remain in force and effect as to all other provisions. In such event, the portion of the unitized oil sold hereunder shall be the interest of the undersigned in that portion of the total unitized oil delivered which is allocated to the herein described land and shall be deemed for all purposes to have been actually produced from said land.

Should the oil sold hereunder be resold by you to another purchaser accepting delivery thereof at the same point at which you take title, you agree to pay for such oil based upon the volume computation made by such purchaser and at the price received by you for such oil, reduced by any transportation charges deducted by such purchaser.

You may refuse to receive any oil not considered merchantable by you.

2. Settlements shall be made monthly by check mailed to the respective parties according to the division of interest herein specified at the latest address known by you, less any taxes required by law to be deducted and paid by you applicable to owner's interest.
3. In the event any dispute or question arises concerning the title to the interest of the undersigned in said land and/or the oil produced therefrom or the proceeds thereof, you will be furnished satisfactory abstracts or other evidence of title upon demand. Until such evidence of title has been furnished and/or such dispute or question of title is corrected or removed to your satisfaction, or until indemnity satisfactory to you has been furnished, you are authorized to withhold the proceeds of such oil received and run, without interest. In the event any action or suit is filed in any court affecting the title to the interest of the undersigned in the herein described land or the oil produced therefrom or the proceeds thereof to which the undersigned is a party, written notice of the filing of such suit or action shall be immediately furnished you by the undersigned, stating the court in which the same is filed and the title of such suit or action. You will not be responsible for any change of ownership in the absence of actual notice and satisfactory proof thereof.
4. Whether or not any contingency is expressly stated in this instrument, you are hereby relieved of any responsibility for determining when any of the interests herein shall increase, diminish, terminate, be extinguished or revert to other parties as a result of the completion or discharge of money or other payments from said interest, or as a result of the expiration of any time or term limitation (either definite or indefinite) and, unless you are also the operator of the property, as a result of an increase or decrease in product, or as a result of a change in the depth, the methods or the means of production, or as a result of a change in the allocation of production affecting the herein described land or any portion thereof under any agreement or by order of Governmental authority, and until you receive notice in writing to the contrary, you are hereby authorized to continue to remit without liability pursuant to the division of interest shown herein.
5. Each of the undersigned who is the owner of a royalty interest (landowner's royalty) in the lands and property hereinabove described, each to the extent of his or its interest in the above described lands, by executing this division order, hereby certifies, guarantees and warrants for your benefit and that of any pipeline or other carrier designated to transport said oil, that all payments herein provided for or necessary to maintain the same have been timely and properly made to said person or party to date of first delivery under this division order.
6. Working Interest Owner's and/or Operators, and each of them, by signature to this instrument, certify, guarantee and warrant, for your benefit and that of any pipeline or other carrier designated to run or transport said oil, that all oil tendered hereunder has been and shall be produced from or lawfully allocated to the herein described land in accordance with all applicable Federal, state and local laws, orders, rules and regulations.

This instrument may be executed by one or more, but all covenants herein shall be binding upon any party executing same and upon his heirs, devisees, successors, and assigns irrespective of whether other parties have executed this instrument. This instrument may be executed in counterpart.

OWNER



Witness or Attest

Signature of Owner

Date

Tax I.D. Number

Witness or Attest

Signature of Owner

Date

Witness or Attest

Signature of Owner

Date

Tax I.D. Number

Witness or Attest

Signature of Owner

Date

Tax I.D. Number

Witness or Attest

Signature of Owner

Date

Tax I.D. Number

ROYALTY INTEREST:TOTAL INTEREST

GARY SMITH GL SMITH RIG WELDING 1015 MILNER COLLEGE STATION TX 77840	0.00004200
CHARLES RAY CONNER, JR. & LAURIE CONNER 20711 WOODCLUSTER HOUSTON TX 77073	0.00238840
SMITH MYERS & BETTY M. MYERS BOX 186 SNOOK TX 77878	0.00002120
WILLIS GILLIAM & SHIRLEY GILLIAM ROUTE 5, BOX 304A CALDWELL TX 77836	0.00001680
ROBERT L. EARLE & BILLIE EARLE 1211 AUSTIN AVENUE COLLEGE STATION TX 77845	0.00000160
ALPHONSE BUDNIK, JR. & MARY FRANCES BUDNIK ROUTE 3, BOX 62 CALDWELL TX 77836	0.00001000
MELVIN RAY SEE 10190 OLD KATY RD. #120 HOUSTON TX 77043	0.00006850
BILLY LEHDE & GLORIA LEHDE ROUTE 6, BOX 6271 BRENHAM TX 77833	0.00002160
LARRY O. SEE P.O. BOX 722 CALDWELL TX 778360722	0.00006850
DAVID LAWRENCE HODGES & THERESA V. HODGES ROUTE 2, BOX 181-A CALDWELL TX 77836	0.00001000
GENE GERLAND ROUTE 1, BOX 13F CALDWELL TX 77836	0.00002240
JOHN WILLIAM SEE, JR. RT. 2, BOX 262A SOMERVILLE TX 77879	0.00006850
EDGAR C. GRIFFIN 8401 WEST MONROE HOUSTON TX 77061	0.00589200
WILLIAM O. HUGGINS, III P.O. BOX 2120 DURANGO CO 81302	0.01898560
JOE D. SHEPHERD & JULIE SHEPHERD 5629 WIMBLETON WAY FORT WORTH TX 76133	0.00001120
BURNEY GERLAND ROUTE 1, BOX 13F CALDWELL TX 77836	0.00002240
WESLEY WESTERFELD & CAROL WESTERFELD PO BOX 519 BRENHAM TX 77834	0.00002040
SAMUEL W. RIZZO 7619 DEL MONTE HOUSTON TX 77063	0.00130960

EDWARD CHARLES SEE 0.00006850
14834 ALDERWICK DRIVE
SUGARLAND TX 77478

PRESTON SMITH 0.00002000
6046 LOS ROBLES DRIVE
COLLEGE STATION TX 77845-9513

DOUGLAS SPIKES & VANCY SPIKES 0.00002120
3600 RABBIT LANE
BRYAN TX 77803

EDWARD C. SEE & MARY LOUISE SEE 0.01436000
1018 CHANTILLY
HOUSTON TX 770183218

DUANE A. THIELEMANN 0.00076360
#15 NORTH SKINNER
LA MARQUE TX 77568

DARRELL WAYNE CHMELAR & LORI ANN CHMELAR 0.00549600
ROUTE 4, BOX 217
CALDWELL TX 77836

RAYMOND MURPHY, LIFE ESTATE 0.00002200
REMAINDERMEN: RAYMOND MURPHY, CUSTODIAN
FOR DOUGLAS JOHN ENGLISH, A MINOR
ROUTE 2, BOX 74-B
SOMERVILLE TX 77879

MARIJANE SEE KRISTOF 0.00006850
648 REMINGTON
ANGLETON TX 77515

PEGGY SEE WILLIAMS 0.00006850
P.O. BOX 244
SNOOK TX 77878

HENRY A. ONDRASEK & KERRY ONDRASEK 0.00007360
ROUTE 4, BOX 400C
CALDWELL TX 77836

JOHN R. KOONCE & JONI KOONCE 0.00001120
P.O. BOX 657
MONT VELVIEU TX 77580

BUDNIK-FRITCHER JOINT VENTURE 0.00384200
ROUTE 2, BOX 371
CALDWELL TX 77836

✓ COMMISSIONER OF GENERAL LAND OFFICE 0.01596560
1700 N CONGRESS AVENUE
AUSTIN TX 78701

GLENN D. WILLIS 0.00005040
212 INLOW
BRYAN TX 77801

CHARLES RAY HORN & MARY C. HORN 0.00004280
PO BOX 4
WELLBORN TX 77881

NON-PARTICIPATING ROYALTY:

H. R. ANDERSEN 0.01263040
P.O. BOX 518 0.00030000
SOMERVILLE TX 77879-0518 0.01293040

WORKING INTEREST:

SINCLAIR OIL CORPORATION 0.31721500
550 EAST SOUTH TEMPLE
SALT LAKE CITY UT 84102

TOTAL INTEREST: 0.40000000

94913
Division Order
File Dated 11-21-96
CIR 95040

19.

3-30-98



Texas General Land Office Reconciliation Billing

Jerry Patterson, Commissioner

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
7:30 - 5:30 M-F

COPY

ENERVEST OPERATING L L C
1001 FANNIN ST STE 800
HOUSTON, TX 77002 6707

Billing Date: 7/14/2011
Billing Due Date: 8/13/2011
Customer Number: C000040239

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
11I00955	MF094913	\$165.34	\$0.00	\$175.00	\$44.58	\$384.92
Total Due		\$165.34	\$0.00	\$175.00	\$44.58	\$384.92

Penalty and interest have been calculated thru 7/31/2011. Payment remitted after 7/31/2011 will result in additional penalty and interest charges.

Contact Info: Andrea Charlton (512) 463-5190 or andrea.charlton@glo.state.tx.us

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.
- For other royalty reporting questions, visit <http://www.glo.texas.gov>, call (512) 463-6850 or email us at glo123@glo.texas.gov.

This notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Texas Natural Resources Code and, consequently, does not preclude the TGLO from conducting further examinations of these leases, time periods or issues.

Detach and return with payment

Reconciliation Billing

ENERVEST OPERATING L L C

Billing Date: 7/14/2011

Billing Due Date: 8/13/2011

Customer Number: C000040239

Remit Payment To:

Texas General Land Office

PO Box 12873

Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
11I00955	MF094913	\$165.34	\$0.00	\$175.00	\$44.58	\$384.92
Total Due		\$165.34	\$0.00	\$175.00	\$44.58	\$384.92
Amt. Paid						

Customer ID: C000040239

Invoice Number:

Glo Lease: MF094913

GLO Review: ENERVEST OPERATING, L.L.C.

Review Period: SEPT 2008 THRU DEC 2009

Auditor/AE:

Acharlto

Billing Date:

7/12/2011

P&I Calculation Date:

7/31/2011

Royalty Rate:

0.2

Month / Year	(1) Gas Volume	(2) Tract Participation Rate	(3) Price	(4) BTU	(5) Gross Value	(6) Royalty Due	(7) Royalty Paid	(8) Additional Royalty Due	(9) Number of Days Late	(10) Penalty From Additional Royalty	(11) Interest From Additional Royalty	Revenue Due
	(A)	0.015796	(B)	(B)	(2)x(3)x(4)	(5) * Royalty Rate				(C)	(C)	(8)+(10)+(11)
Sep-08	1345	21	\$ 8.060000	1.000000	\$171.24	\$34.25	\$0.00	\$34.25	988	\$25.00	\$10.46	\$69.71
Oct-08	1521	24	\$ 7.270000	1.000000	\$174.67	\$34.93	\$0.00	\$34.93	958	\$25.00	\$10.32	\$70.25
Nov-08	1268	20	\$ 5.720000	1.000000	\$114.57	\$22.91	\$0.00	\$22.91	927	\$25.00	\$6.54	\$54.45
Dec-08	1288	20	\$ 6.110000	1.000000	\$124.31	\$24.86	\$0.00	\$24.86	896	\$25.00	\$6.84	\$56.70
Jan-09	1207	19	\$ 5.260000	1.000000	\$100.29	\$20.06	\$0.00	\$20.06	868	\$25.00	\$5.34	\$50.40
Jul-09	1116	18	\$ 3.850000	1.000000	\$67.87	\$13.57	\$0.00	\$13.57	684	\$25.00	\$2.79	\$41.36
Dec-09	1022	16	\$ 4.570000	1.000000	\$73.78	\$14.76	\$0.00	\$14.76	531	\$25.00	\$2.29	\$42.05
TOTALS	8767				\$826.71	\$165.34	\$0.00	\$165.34		\$175.00	\$44.58	\$384.92

ATTN: MATTHEW SCOTT

CERTIFIED MAIL: 7007 0710 0000 5380 6682

COMMENTS:

(A) GAS VOLUMES-REPRESENT RRC GAS VOLUMES FOR WELL NUMBER 03-145491

(B) PRICE/BTU - TAKEN FROM PRODUCTION ROYALTY (GLO-2E) SUBMITTED TO THE TEXAS GENERAL LAND OFFICE

(C) SEE ATTACHMENT III, SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES, FOR EXPLANATION OF PENALTY AND INTEREST CALCULATION.

ATTACHMENT III
SUMMARY OF PENALTY/ INTEREST ASSESSMENT RULES
FOR DELINQUENT ROYALTIES AND DELINQUENT
REQUIRED REPORTS OR DOCUMENTS

	Due Before 10-1-75 and (Production Prior To 8-1-75)	Due After 10-1-75 and Before 9-1-85 (Production 8/1/75 -6/30/85)	Due After 9-1-85 (Production 7-1-85 through 12-31-2009)	Due After 2-26-2010 (Production 1-1-2010 through present)
<u>PENALTY</u> (1) For delinquent royalty	None	The greater of 1% of the delinquent amount or \$5.00 for each 30-day delinquency	(2) For delinquencies of 30 days or less, the greater of 5% of the delinquent amount or \$25.00. For delinquencies of more than 30 days, the greater of 10% of the delinquent amount or \$25.00	(2) For delinquencies of 30 days or less, the greater of 5% of the delinquent amount or \$25.00. For delinquencies of more than 30 days, the greater of 10% of the delinquent amount or \$25.00
For delinquent report, affidavit, or other document.	None	\$5.00 per document for each 30- day period of delinquency	\$10 per document for each 30- day period of delinquency	\$10 per document for each 30- day period of delinquency
<u>INTEREST</u> (2) • For delinquent royalty	6% per year, simple; accrual begins 30 days after due date	6% per year, simple; accrual begins 30 days after due date	(3) 12% per year, simple; accrual begins 60 days after due date	(4) 4.25% per year, simple; accrual begins 60 days after due date

(1) Tex. Rev. Civ. Stat. Ann. Article 5069-1.03 and 31 TAC §9.7(b)(3)

(2) Penalties are not assessed in cases of title dispute as to the state's portion of the royalty or to royalty in dispute as to fair market value except when fraud is involved, in which case the fraud penalty is applicable. Penalty provisions are found at Tex Nat. res. Code Ann § 52.131 (e), (f), & (h).

(3) Tex Nat. Res. Code Ann § 52.131 (g).

(4) Per TAC 9.51 the interest rate on past due royalty is Wall Street Journal Prime plus 1%, to be adjusted annually.

A royalty payment that is not accompanied by the required royalty affidavit identifying the GLO lease number is delinquent.

The State's power to forfeit a lease shall not be affected by the assessment or payment of any delinquency, penalty, or interest, provided in 31 TAC §9.7(b)(3).

**Energy Financial Management
SMAR Activity Approval**

Auditor/Account Examiner: Andrea Charlton
 Company Name: Enervest Operating L.L.C.
 Customer Number: C000040239
 Mineral File #: MF094913
 Transaction Type: Volume Recon Gas
 Other:

Previous Amount	Current Amount	Date	Reviewer's Notes	Reviewer's Signature	AR Notes
	\$384.92	07/12/2011	Company did not pay gas royalties to the GLO.	<i>Joe A. King</i>	
				<i>7/12/2011</i>	

All original invoices must be approved.
 All reduction in billing of more than \$1000 must be approved.

20

File No. MF 094 913

Reconciliation Ltr

Date Filed: 7-14-11

Jerry E. Patterson, Commissioner

By A. CHARLTON