MF095092

State Lease	Control	Base File	County
MF095092	01-000758		BURLESON

Survey	BRAZOS RIVER		
Block			
Block Name			
Township			
Section/Tract			
Land Part			
Part Description			
Acres	255		
Depth Below		*Depth Above*	*Depth Other*
			See Lease
Name	CRAWFORD ENERGY OPERATING COMP		
Lease Date	10/6/1992		
Primary Term	3 yrs		
Bonus ($)	$20,011.00		
Rental ($)	$5.00		
Lease Royalty	0.2250		

Leasing: ~~[illegible]~~

Analyst: _____

Maps: ~~[illegible]~~

GIS: MC

DocuShare: _____

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-
F
F291278
SENECA RESOURCES CORPORATION
0 9 5 0 9 2

UNIT # 2368 37.33 ACRES
217.57 ACRES NON-UNIT

STATE LEASE - RIVERBEDS M-95092

COUNTY (CODE)	:	BRAZOS (21) & BURLESON (26)
RIVER NAME	:	BRAZOS RIVER
TRACT	:	2-A
ACRES	:	255 APPROX. 217.57
DEPTH LIMITS	:	
CONTROL NO. (S)	:	01-00076-7 & 01-00075-8
LESSEE	:	SENECA RESOURCES CORPORATION
DATE	:	OCTOBER 6, 1992
PRIMARY TERM	:	3 YEARS
BONUS	:	$20,011.00
ROYALTY	:	SEE LEASE
RENTALS	:	$5.00

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GLO-S-08-(1-82)

95092

Garry Mauro
Commissioner
General Land Office

Date
October 6, 1992

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: Seneca Resources Corporation

Address: 333 Clay, Suite 4150

Houston, Texas 77002 - 4103

Telephone (713) 658-0191

AREA DESCRIPTION

County(ies): Brazos, Burleson Survey/Area (If Applicable): Part of Brazos River

Block/Tsp (If Applicable): _____ Section/Tract: 2-A Acres: 255

BID SUBMISSION

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

Cash Bonus Enclosed

Twenty Thousand Eleven and no/100 (Dollars) $ 20,011.00 93006820

Sales Fee Attached

Three Hundred and 17/100 --------- (Dollars) $ 300.17 93006821

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.	APPLICANT(S)	BONUS AMOUNT ENCLOSED
10	Seneca Resources Corporation	($) 20,011.00

APPLICANT TAX I.D. NUMBER

[redacted]

SIGNATURE OF APPLICANT/AGENT

Emmett Wassell

by: EMMETT WASSELL
General Manager-Gulf Coast Division

M-95092 (1)
BID FORM
10-6-92

Lease Form
Revised 10/92
G - I/II

The State of Texas

Austin, Texas

OIL AND GAS LEASE
NO. M-95092

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:

Tract 2-A, Brazos River, Brazos and Burleson Counties, Texas, containing approximately 255.00 acres is bound on the North by a Westerly extension of the South line of the Walter Sutherland Survey, A-55, Brazos County, Texas, and is bound on the South by a line crossing the river perpendicular to its centerline at the confluence of the Yequa River with the Brazos River,

was, after being duly advertised, offered for lease on the **6th** day of **October, 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 **6th** day of **October, 1992**, and it was found and determined that **Seneca Resources Corporation** whose address is **333 Clay, Suite 4150, Houston, Texas 77002** 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 **Twenty Thousand Eleven and No/100** Dollars (**$20,011.00**), 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, 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) 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, 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, 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 eighteen (18) 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 eighteen (18) 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 eighteen (18) months from the effective date hereof but prior to the expiration of thirty-six (36) 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.

(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 11 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 6th day of October, 1992.

Garry Mauro

COMMISSIONER OF THE GENERAL LAND OFFICE
OF THE STATE OF TEXAS

APPROVED

Legal DW
Geology MICK
Executive

(2)

OIL AND GAS LEASE NO. M-95092

DATE 10-6-92 BY SH

November 5, 1992

Emmett Wassell
Seneca Resources Corporation
333 Clay, Suite 4150
Houston, Texas 77002-4103

Gentlemen:

Thank you for your participation in the State of Texas Oil and Gas Lease Sale held on the 6th day of October, 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. 10 M-95092

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

Garry Mauro
Texas Land Commissioner

GM/lh
Enclosure

M-95092 (3)
Transmittal Letter

OCT 06 1992

DETACH STATEMENT BEFORE DEPOSITING

SENECA RESOURCES CORPORATION
333 CLAY, SUITE 4150
HOUSTON, TX 77002

PLEASE SIGN AND RETURN THE ATTACHED WHITE RECEIPT

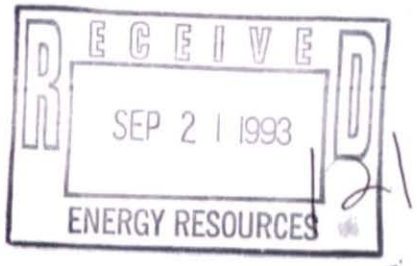
003488

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

LEASE DATE	LESSOR	PAYMENT FOR PERIOD FROM	TO	LEASE NUMBER	SUF
10/06/1992	STATE OF TEXAS - M-95092	10/06/1993	10/06/1994	00102045	

In payment of:

Tract	County/Parish	Status	Gross Acr.	Payment	Recording #
TX	BURLESON COUNTY	PAY DELAY RENTAL	255.00	1,275.00	
PROSPECT: 1169		N.E. CLAY PROSPECT			94003905



Total Amount Paid 1,275.00

** Payment made on behalf of SENECA RESOURCES GULF COAST DV and all others.

M-9 B092 (4)
Rental Pymt
9-21-93

333 CLAY ST.-SUITE 4150/HOUSTON TX 77002

Seneca Resources Corporation

HOUSTON FEB-5'93 TEX

U.S. POSTAGE .52

Texas General Land Office
1700 North Congress Avenue
Austin, TX 78701

Attn: Garry Mauro

RECEIVED FEB - 6 1993 GENERAL LAND OFFICE

Seneca Resources Corporation
a National Fuel Gas System company

February 4, 1993

Texas General Land Office
1700 North Congress Avenue
Austin, Texas 78701

Attention: Garry Mauro

Re: State of Texas Lease No. M-95092
N. E. Clay Prospect
Brazos and Burleson Counties, Texas

Gentlemen:

Pursuant to your letter dated November 5, 1992, enclosed for your files, please find one certified copy of the captioned lease which has been duly recorded in Brazos and Burleson Counties.

Thank you for your courtesy and cooperation in this regard.

Sincerely,

SENECA RESOURCES CORPORATION

Gwen A. Cook

Gwen A. Cook
Lease Analyst

/gc

Enclosure

G1064

6360

Lease Form
Revised 10/92
G - I/II

The State of Texas

FILED
93 JAN 22 PM 2:52
CO. CLERK
BRAZOS COUNTY COURTHOUSE
BRYAN, TEXAS
BY DEPUTY

510929

Austin, Texas

OIL AND GAS LEASE
NO. M-95092

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:

Tract 2-A, Brazos River, Brazos and Burleson Counties, Texas, containing approximately 255.00 acres is bound on the North by a Westerly extension of the South line of the Walter Sutherland Survey, A-55, Brazos County, Texas, and is bound on the South by a line crossing the river perpendicular to its centerline at the confluence of the Yequa River with the Brazos River,

was, after being duly advertised, offered for lease on the **6th** day of **October, 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 **6th** day of **October, 1992**, and it was found and determined that **Seneca Resources Corporation** whose address is **333 Clay, Suite 4150, Houston, Texas 77002** 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 **Twenty Thousand Eleven and No/100 Dollars ($20,011.00)**, 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, 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) 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, 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, 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 eighteen (18) 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 eighteen (18) 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 eighteen (18) months from the effective date hereof but prior to the expiration of thirty-six (36) 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.

(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 11 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 6th day of October, 1992.

Garry Mauro

COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS

APPROVED

Legal
Geology
Executive

FILED FOR RECORD
9:00 o'clock A. M.
DEC 4 1992
Evelyn M. Henry
EVELYN M. HENRY
COUNTY CLERK, BURLESON CO., TEX

VOL 209 PAGE 689

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 4 DAY OF December, 19 92, AT 9:00 O'CLOCK A. M., AND DULY RECORDED December 7, 1992 IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 209, PAGE 683-689.

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 Anna L. Schielack, DEPUTY

EVELYN M. HENRY
COUNTY CLERK, BURLESON COUNTY, TEXAS

M-95092 (5)
Certified Copy & Release
2-4-93

6360

Texas, State of Gen Land Office
to

THE STATE OF TEXAS)
COUNTY OF BRAZOS)

I, Mary Ann Ward, County Clerk of Brazos County, Texas, do hereby certify that the foregoing is a true and correct copy of the original as the same appears of record in Vol. 1127 Page 315 in Official Records of said County on file in my office.

ATTEST 1-25-93

Mary Ann Ward, County Clerk
Brazos County, Texas

Jo Ellen Deputy

FILED FOR RECORD
9:00 A.M.
DEC 4 1992
Evelyn M. Henry
COUNTY CLERK BRAZOS CO., TEX.

Seneca Resources Corporation
333 CLAY ST.-SUITE 4150/HOUSTON TX 77002

$17.00
pd

DETACH STATEMENT BEFORE DEPOSITING

SENECA RESOURCES CORPORATION
333 CLAY, SUITE 4150
HOUSTON, TX 77002

PLEASE SIGN AND RETURN THE ATTACHED WHITE RECEIPT

003544

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

LEASE DATE	LESSOR	PAYMENT FOR PERIOD FROM	PAYMENT FOR PERIOD TO	LEASE NUMBER	LEASE SUF
10/06/1992	STATE OF TEXAS - M-95092	10/06/1994	10/06/1995	00102045	

In payment of:

Tract	County/Parish	Status	Gross Acr.	Payment	Recording #	
TX	BURLESON COUNTY	PAY DELAY RENTAL	255.00	1,275.00	V209	P683
PROSPECT: 1169	N.E. CLAY PROSPECT			95005057		

121

RECEIVED
OCT 3 1994
ENERGY RESOURCES

Total Amount Paid 1,275.00

** Payment made on behalf of SENECA RESOURCES GULF COAST DV and all others.

M-95092 (6)
Rental Pymt
9-23-94

Texas General Land Office

May 17, 1995

I, Garry Mauro, Commissioner of the General Land Office of the State of Texas, do hereby certify that the papers, records, and documents of said office show:

That on February 6, 1979, pursuant to Chapter 32 and Subchapters A-E, G, and H of Chapter 52 of the Natural Resources Code, and subject to all rules and regulations promulgated by the Commissioner of the Texas General Land Office and/or the School Land Board, pursuant thereto, and all other applicable statutes and amendments to said Natural Resources Code, Bob Armstrong, Commissioner of the Texas General Land Office, executed and delivered State Oil & Gas Lease M-78898, covering State Tract 2, Brazos River, Brazos and Burleson Counties, Texas, containing approximately 70 acres, bounded on the North by a Westerly extension of the South line of the Walter Sutherland Survey, A-55, and bounded on the South by an Easterly extension of the centerline of Yegua Creek across the River, as shown by the official map filed in the Texas General Land Office, to Randall S. Shawell, for a cash bonus of $787.57, with a primary term of three (3) years, an annual delay rental of $5.00 per acre, and a royalty to the State of one-fifth (1/5) of the production of oil and gas from the tract, and, upon the payment of the cash bonus due, and the 1.0% statutory sale fee when required, a copy of the lease was filed in the Texas General Land Office on February 6, 1979, in Mineral File M-78898;

That the file wrapper for Mineral File M-78898 is endorsed: "(stamped) EXPIRED (initials) NS";

* * *

That on October 5, 1982, pursuant to Chapter 32 and Subchapters A-E, G, and H of Chapter 52 of the Natural Resources Code, and subject to all rules and regulations promulgated by the Commissioner of the Texas General Land Office and/or the School Land Board, pursuant thereto, and all other applicable statutes and amendments to said Natural Resources Code, Bob Armstrong, Commissioner of the Texas General Land Office, executed and delivered State Oil & Gas Lease M-88381, covering State Tract 2, Brazos River, Brazos and Burleson Counties, Texas, containing approximately 125 acres, is bound on the North by a Westerly extension of the North line of the Jas. D. Millican Survey, A-41, Brazos County, Texas, and is bound on the South by the centerline of the GC&SF RR. bridge crossing the River, as shown by the official map filed in the Texas General Land Office, to Dov Amir & Louis Erlich, for a cash bonus of $7,750.00, with a primary term of

Printed on recycled paper with soybean ink

three (3) years, an annual delay rental of $5.00 per acre, and a royalty to the State of one-fourth (1/4) of the production of oil and gas from the tract, and, upon the payment of the cash bonus due, and the 1.0% statutory sale fee when required, a copy of the lease was filed in the Texas General Land Office on October 5, 1982, in Mineral File M-88381;

That the file wrapper for Mineral File M-88381 is endorsed: "(stamped) EXPIRED (initials) NS";

* * *

That on October 5, 1982, pursuant to Chapter 32 and Subchapters A-E, G, and H of Chapter 52 of the Natural Resources Code, and subject to all rules and regulations promulgated by the Commissioner of the Texas General Land Office and/or the School Land Board, pursuant thereto, and all other applicable statutes and amendments to said Natural Resources Code, Bob Armstrong, Commissioner of the Texas General Land Office, executed and delivered State Oil & Gas Lease M-88382, covering State Tract 3-A, Brazos River, Brazos, Burleson and Washington Counties, Texas, containing approximately 150 acres, is bound on the Northwest by the GC&SF Ry. Co. R.R. bridge crossing the River, and is bound on the Southeast by a line extended South across the River from the centerline of a graded county road and passing through a point on the North bank of the River having co-ordinate values of Y = 270,600 and X - 3,280,880 (South Central Zone), as shown by the official map filed in the Texas General Land Office, to Randall S. Shawell, for a cash bonus of $3,315.00, with a primary term of three (3) years, an annual delay rental of $5.00 per acre, and a royalty to the State of one-fourth (1/4) of the production of oil and gas from the tract, and, upon the payment of the cash bonus due, and the 1.0% statutory sale fee when required, a copy of the lease was filed in the Texas General Land Office on October 5, 1982, in Mineral File M-88382;

That the file wrapper for Mineral File M-88382 is endorsed: "(stamped) EXPIRED (initials) NS";

* * *

That on October 6, 1992, pursuant to the Texas Natural Resources Code Chapters 32, 33, 51, and Chapter 52, Subchapters A-D and H, and subject to all rules and regulations promulgated by the Commissioner of the Texas General Land Office and/or the School Land Board, pursuant thereto, and all other applicable statutes and amendments to said Natural Resources Code, Garry Mauro,

Commissioner of the Texas General Land Office, executed and delivered State Oil & Gas Lease M-95092, covering State Tract 2-A, Brazos River, Brazos and Burleson Counties, Texas, containing approximately 255.00 acres is bound on the North by a Westerly extension of the South line of the Walter Sutherland Survey, A-55, Brazos County, Texas, and is bound on the South by a line crossing the river perpendicular to its centerline at the confluence of the Yegua River with the Brazos River, as shown by the official map filed in the Texas General Land Office, to Seneca Resources Corporation, for a cash bonus of $20,011.00, with a primary term of three (3) years, an annual delay rental of $5.00 per acre, and a royalty to the State of one-fourth (1/4) of the production of oil and gas from the tract, subject to the variable royalty reduction provision, and, upon the payment of the cash bonus due, and the 1.5% statutory sale fee when required, a copy of the lease was filed in the Texas General Land Office on October 6, 1992, in Mineral File M-95092;

That the latest rental payment for State Oil & Gas Lease M-95092, for the period October 6, 1994, to October 6, 1995, was received in the Texas General Land Office on September 23, 1994;

IN TESTIMONY WHEREOF, I hereto set my hand and seal of said office the first date above written.

GARRY MAURO
COMMISSIONER

GM/MC

Mr. Dennis Sharp
Seneca Resources
333 Clay, Suite 4150
Houston, TX 77002-4176

Fee: $75.00
Register No. 51205
Dicta No. 95-069
Files: Mineral Files: M-78898, M-88381, M-88382, M-95092

(7)

FILE NO. M-95092
Bingham Burleson COUNTY
CF Dicta 95-069
FILED 5-17 19 95
GARRY MAURO, COM'R
BY uc

unit agreement not executed

POOLING COMMITTEE REPORT

TO: SCHOOL LAND BOARD

DATE: June 6, 1995

OPERATOR: Seneca Resources Corporation **COUNTY:** Brazos & Burleson

UNIT NAME: R. Moore 1A-H **FIELD:** Giddings (Austin Chalk-3)

STATE LEASE(S) IN UNIT

Lease *Type	State Number	State Royalty	Expiration Date	Term Year	Acres	Acres In Unit	Lessee of Record
SF	M-95092	1/4 **	10/6/95	3	255.00	163.75	Seneca
SF	M-96403	1/4 **	4/4/98	3	16.78	16.78	Seneca
SF	M-96404	1/4 **	4/4/98	3	38.85	22.00	Seneca
SF	M-96580	1/4 **	6/6/98	3	45.00	43.38	Seneca

** Subject to royalty reduction clause in the lease

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

PRIVATE ACRES: 1290.58
STATE ACRES: 245.91
TOTAL UNIT ACRES: 1536.49

Unitized for:
Oil _____
Gas _____
Both x

Depth(s):
See Remarks
Formation:
See Remarks

Well Location:
State Land x
Private Land x

Participation:
Basis Surface acreage
State Acreage 16.005%
State Unit Royalty 3.467%

Railroad Commission Rules:
Spacing 160 + Rule 86
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:

- Seneca Resources Corporation is requesting six month temporary oil and gas pooling to all depths.

- The applicant proposes to drill a horizontal well to test the Austin Chalk Formation. The proposed spud date is July 1, 1995.

- If the unit is approved and the unit well is completed and on-line by October 4, 1996, the applicant will have earned a royalty reduction to 20% on three of the state leases, and also a 22.5% royalty reduction on M-95092, if the well is on-line by October 6, 1995. This would make the state's unit royalty participation 3.467%.

- Horizontal severance is provided for in the state leases.

- APPROVAL BY THE SCHOOL LAND BOARD IN NO WAY RATIFIES ANY OF THE STATE LEASES INCLUDED IN THIS PROPOSED UNIT.

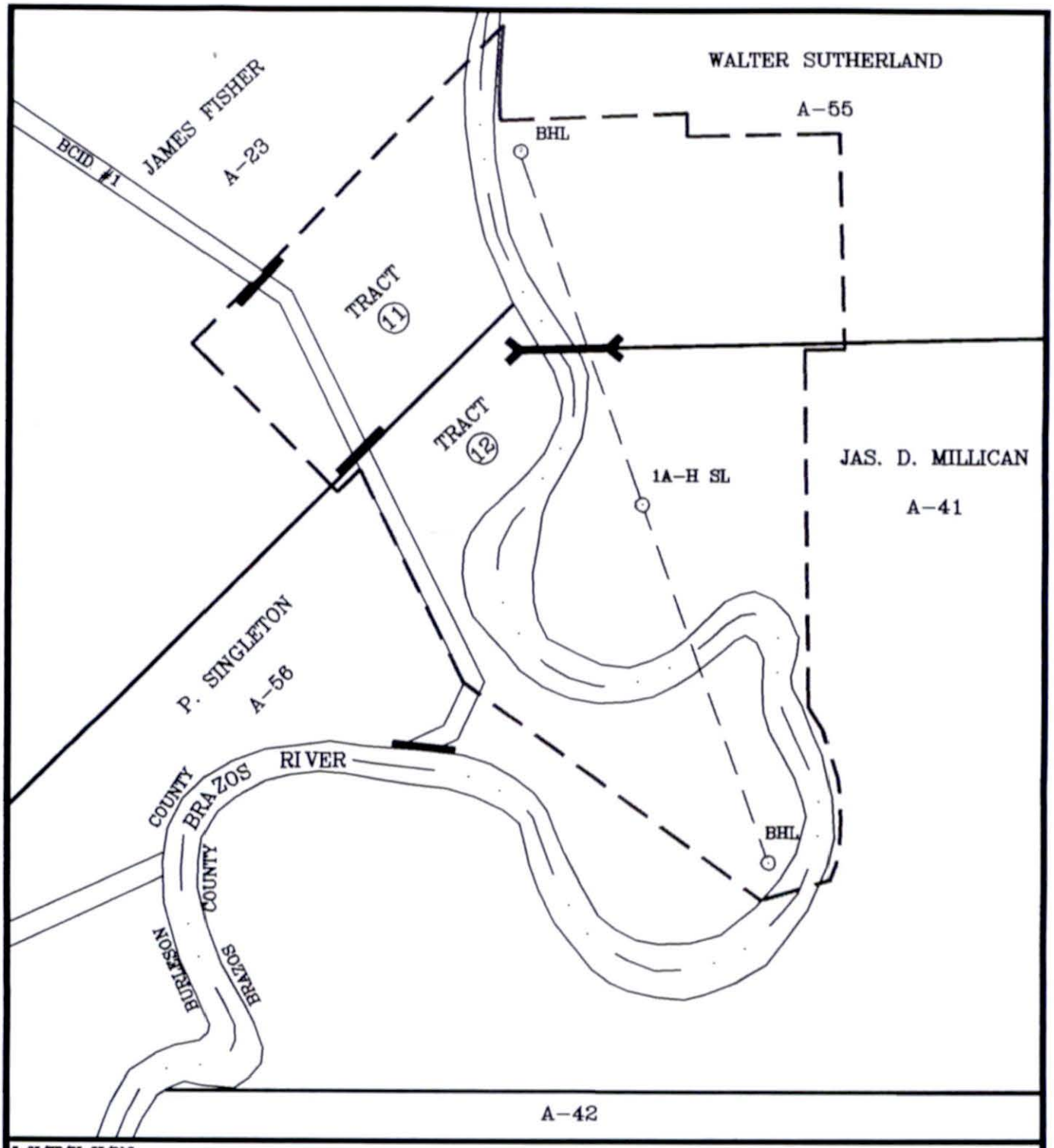
POOLING COMMITTEE RECOMMENDATION:

- The Pooling Committee recommends Board approval of a temporary oil and gas unit, under the above stated provisions.

Jeffee Martinez-Vargas

Al Gonzales

Peter A. Boone



SENECA RESOURCES CORPORATION

R. MOORE 1A-H UNIT

GIDDINGS (AUSTIN CHALK-3)

M-95092, M-96403, M-96404, M-NOT ASSIGNED

BRAZOS & BURLESON COUNITES

(8) M-95092

POOLING COMMITTEE RPT MOORE 1A-H

9/14/95 IC

unit agreement not executed to

POOLING COMMITTEE REPORT

TO: SCHOOL LAND BOARD

DATE: June 6, 1995

OPERATOR: Seneca Resources Corporation COUNTY: Brazos & Burleson

UNIT NAME: W.H. Terrell 5-H Unit FIELD: Giddings (Austin Chalk-3)

STATE LEASE(S) IN UNIT

Lease *Type	State Number	State Royalty	Expiration Date	Term Year	Acres	Acres In Unit	Lessee of Record
SF	M-95092	1/4 **	10/6/95	3	255.0	200.14	Seneca

** Subject to royalty reduction clause in the lease

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

PRIVATE ACRES: 601.59
STATE ACRES: 200.14
TOTAL UNIT ACRES: 801.73

Unitized for:
Oil _____
Gas _____
Both x

Depth(s):
See Remarks
Formation:
See Remarks

Well Location:
State Land _____
Private Land x

Participation:
Basis Surface acreage
State Acreage 24.96%
State Unit Royalty 5.62%

Railroad Commission Rules:
Spacing 160 + Rule 86
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:

- Seneca Resources Corporation is requesting six month temporary oil and gas pooling to all depths.
- The applicant plans on drilling a horizontal well to test the Austin Chalk Formation. The proposed spud date is September 15, 1995.
- If the unit is approved and the unit well is completed and on-line by October 6, 1995, the applicant will have earned a royalty reduction to 22.5%, making the state's unit royalty participation 5.62%.
- Horizontal severance is provided for in the state lease.
- 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 temporary oil and gas unit, under the above stated provisions.

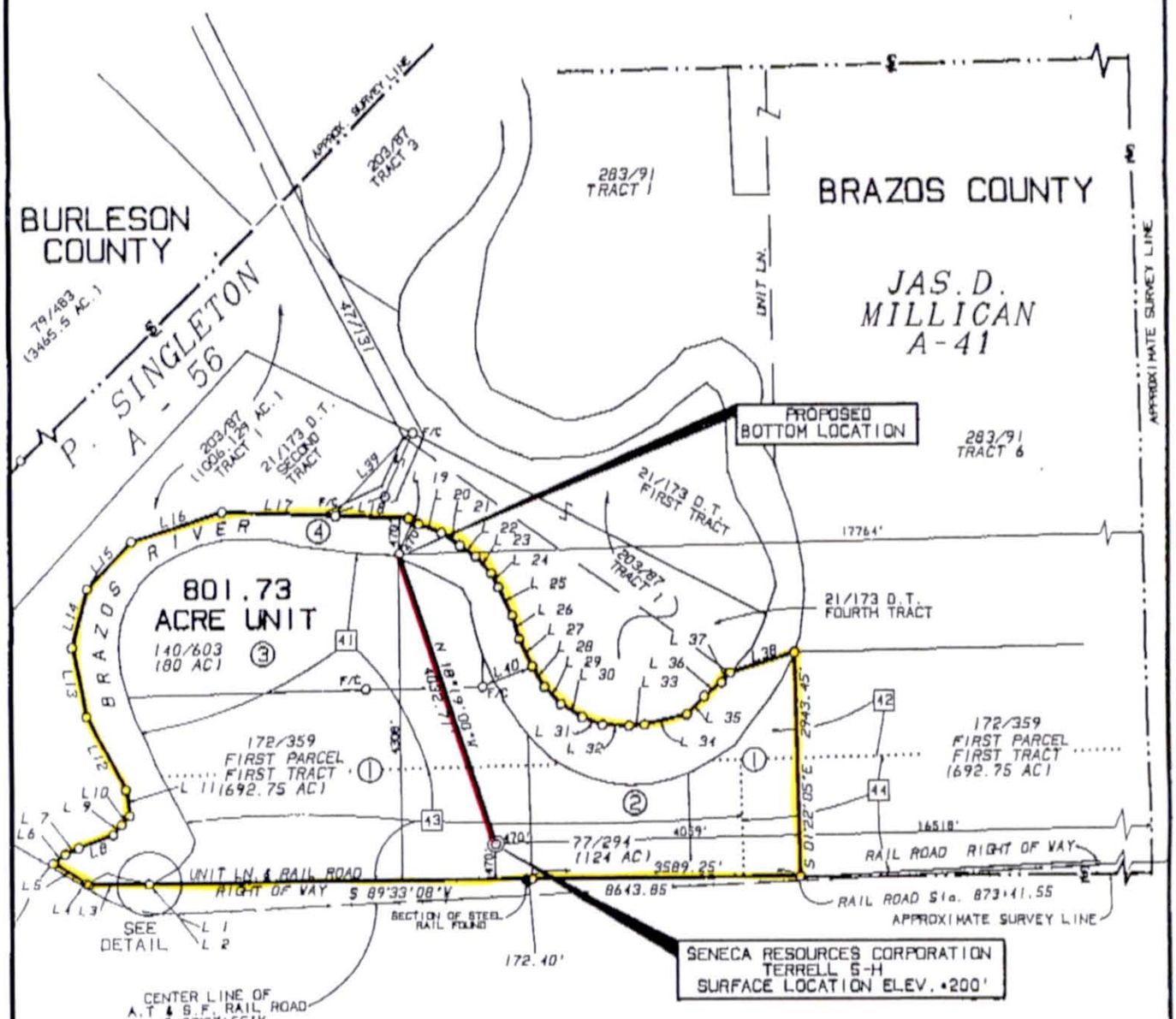
Jeffee Martinez-Vargas

Al Gonzales

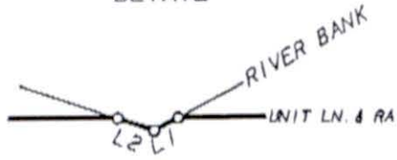
Peter A. Boone

BRAZOS COUNTY, TEXAS

PLAT TO ACCOMPANY FIELD NOTE DESCRIPTION



DETAIL



ROBERT MILLICAN A-42

SCALE 1" = 2000'

I, TIMOTHY A. LENZ REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393 DO HEREBY CERTIFY THAT THE ABOVE PLAT CORRECTLY SHOWS THE ABOVE PROPOSED WELL LOCATION.

TIMOTHY A. LENZ
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393

PAGE 1 OF 2
MAY 24, 1995
DWG TERSH
JOB 941203

SIMPSON-LENZ & ASSOCIATES
301. HESTERS CROSSING, SUITE 150
ROUND ROCK, TEXAS 78681
PHONE 512-388-6052

BRAZOS COUNTY, TEXAS

LINE TABLE

LINE	BEARING	DISTANCE
L 1	S 61°02'28"W	6.18'
L 2	N 70°53'49"W	8.82'
L 3	S 89°33'08"W	799.11'
L 4	N 58°35'52"W	43.71'
L 5	N 58°35'52"W	505.83'
L 6	N 52°33'33"E	198.24'
L 7	N 65°11'53"E	195.65'
L 8	N 69°25'02"E	485.77'
L 9	N 40°10'41"E	175.22'
L 10	N 42°38'20"E	158.87'
L 11	N 08°11'13"W	343.99'
L 12	N 27°47'02"W	1103.98'
L 13	N 11°42'36"W	913.25'
L 14	N 14°35'46"E	799.07'
L 15	N 43°20'53"E	653.02'
L 16	N 72°15'58"E	1262.30'
L 17	S 87°43'55"E	1499.39'
L 18	S 87°57'48"E	966.84'
L 19	S 61°25'47"E	155.02'
L 20	S 68°38'52"E	322.78'
L 21	S 55°18'08"E	298.53'
L 22	S 65°46'52"E	254.13'
L 23	S 42°15'51"E	300.84'
L 24	S 26°38'36"E	212.91'
L 25	S 25°56'00"E	421.54'
L 26	S 16°33'05"E	317.79'
L 27	S 25°17'52"E	398.44'
L 28	S 31°10'34"E	311.03'
L 29	S 45°05'45"E	305.89'
L 30	S 58°37'23"E	333.43'
L 31	S 68°49'52"E	290.54'
L 32	S 87°20'06"E	357.35'
L 33	N 86°02'43"E	205.33'
L 34	N 76°51'47"E	585.33'
L 35	N 44°49'41"E	327.68'
L 36	N 52°44'02"E	293.01'
L 37	N 42°50'10"E	167.18'
L 38	N 72°37'13"E	903.28'

TERRELL 5-H

TRACT	ACRES IN UNIT	DESCRIPTION	DEED RECORDS VOL/PG
1	344.37	WILLIAM J. TERRELL et al	172/359 FIRST PARCEL, FIRST TRACT
2	67.29	WILLIAM J. TERRELL, TRS. JEANETTE SIMPSON DELONG	140/603 TRACT 4 77/294
3	189.93	WILLIAM J. TERRELL, TRS.	140/603 TRACT 1
4	200.14	STATE OF TEXAS	LEASE # M-95092 TRACT 2-A
	801.73	TOTAL ACRES IN UNIT	

CONTRACT TRACTS IN UNIT

TRACT	ACRES IN UNIT	DESCRIPTION
41	313.12	CONTRACT TRACT 41
42	14.67	CONTRACT TRACT 42
43	246.92	CONTRACT TRACT 43
44	26.88	CONTRACT TRACT 44
601.59 TOTAL ACRES		

NOTES:

1) BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION

2) ●IF • IRON ROD FOUND

3) O F/C • FENCE CORNER

PAGE 2 OF 2
MAY 18,1995
DVG TERSH
JOB 941203

SIMPSON-LENZ & ASSOCIATES
301, HESTERS CROSSING, SUITE 150
ROUND ROCK, TEXAS 78681
PHONE 512-388-6052

(9) M-95092

Pooling Committee Rpt Terrell S-H Unit

9/14/95 fc

UNIT 2368

DO NOT DESTROY

GLO-36-10-84 -MEMO-

Operator Seneca Resources Corp

Unit Name Robert Mosle A-H

County Burleson / Brazos

Effective Date 9/5/95 or 1st Production

Unitized for: Oil ___ Gas X Oil & Gas ___

1. M.F. No. 95092

Area Brazos River Tr. 2-A

Sec. ___ Blk. ___ Survey Brazos River

37.33 / 960.00 x 22.5% = .038885 x .225 = .008749 %

2. M.F. No. 96403

Area Brazos River Tr. 11

Sec. ___ Blk. ___ Survey ___

17.37 / 960.00 x 20% = .018094 x .20 = .0036188 %

3. M.F. No. 96580

Area Brazos River Tr. 1

Sec. ___ Blk. ___ Survey ___

43.38 / 960.00 x 20% = .045188 x .20 = .0090375 %

4. M.F. No. ___

Area ___ Tr. ___

Sec. ___ Blk. ___ Survey ___

___ x ___ = ___ %

REMARKS: Reduce & royalties reduction to 20% on M96403 & M96580 & 22.5% on M95092 to match the well was completed & on line by October 1995.

Revised M.T. 10/30/97 JG

ut # 2368
Riverbed

POOLING COMMITTEE REPORT

TO: SCHOOL LAND BOARD

DATE: Sept 5, 1995

OPERATOR: Seneca Resources Corporation

COUNTY: Burleson/Brazos

UNIT NAME: R. Moore 1A-H

FIELD: Clay, N.E. (Austin Chalk 11,350)

STATE LEASE(S) IN UNIT

Lease *Type	State Number	State Royalty	Expiration Date	Term Year	Acres	Acres In Unit	Lessee of Record
SF	M-95092	1/4 **	10/6/95	3	255.00	37.33	Seneca
SF	M-96403	1/4 **	4/4/98	3	~~16.78~~ 17.374	17.37	Seneca
SF	M-96580	1/4 **	6/6/98	3	~~45.00~~ 43.384	43.38	Seneca

** Subject to royalty reduction clause in the lease

ACREAGE CHANGED DUE TO A RESURVEY OF THE 2 LEASES WHEN INCLUDED IN UNIT.

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

PRIVATE ACRES: 861.92
STATE ACRES: 98.08
TOTAL UNIT ACRES: 960.00 ✓

Unitized for:
Oil _____
Gas X
Both _____

Depth(s):
See Remarks
Formation:
See Remarks

Well Location:
State Land ____
Private Land X

Participation:
Basis Surface acreage
State Acreage 10.16563%
✓State Unit Royalty 2.141 %

Railroad Commission Rules:
Spacing 320 + Rule 86
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:

- Seneca Resources Corporation is requesting permanent gas pooling of the Austin Chalk Formation defined as the stratigraphic intervals or their correlative equivelants occurring from 11,070 feet MD to 11,650 feet MD as shown on the Seneca Resources Wilken #5 Dual Induction/MSFL Log.

- The School Land Board approved temporary pooling for 1536.49 acres on June 6, 1995. Seneca Resources had planned to drill 2 single lateral wellbores but due to mechanical problems, only 1 was drilled. Thus, now they are requesting only a 960 acre permanent unit.

- Seneca resources drilled their R. Moore #1A-H well to 17,059 feet MD and began producing approximately 5MMGPD on August 24, 1995.

- Since this well was completed and on-line by October 4, 1996, the applicant has earned a royalty reduction to 20% on two of the state leases, and also a royalty reduction to 22.5% on M-95092.

- The state's participation in this unit, which is based on surface acreage, is 2.141%.

- Horizontal severance is provided for in the state leases.

- APPROVAL BY THE SCHOOL LAND BOARD IN NO WAY RATIFIES ANY OF THE STATE LEASES INCLUDED IN THIS PROPOSED UNIT.

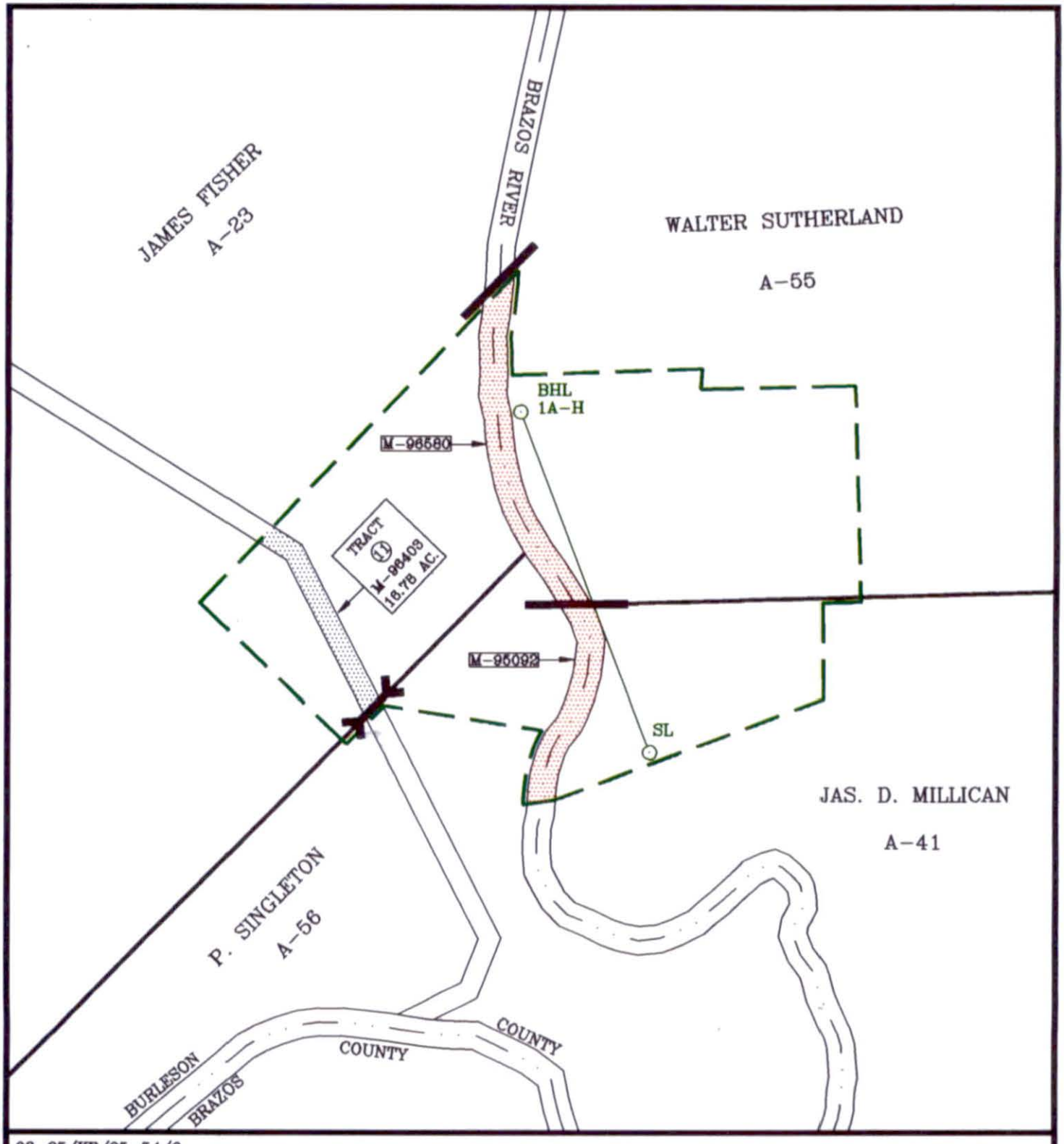
POOLING COMMITTEE RECOMMENDATION:

- The Pooling Committee recommends Board approval of a permanent gas unit, under the above stated provisions.

Jeffee Martinez-Vargas

Peter A. Boone

Al Gonzales



08-95/KB/95-54/0

SENECA RESOURCES CORPORATION

R. MOORE 1A-H UNIT

GIDDINGS (AUSTIN CHALK-3)

BURLESON & BRAZOS COUNTIES

M-95092, M-96403, M-96580

(10) M-95092
Pooling Committee Rpt
FILED: 10-10-95

Unit # 2368

POOLING AGREEMENT
SENECA RESOURCES CORPORATION
R. MOORE 1A-H
BURLESON AND BRAZOS 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 Seneca Resources Corporation, 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 gas including all hydrocarbons that may be produced from 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 11,070 feet measured depth to 11,650 feet measured depth as shown on the Dual Induction/MSFL Log of the Seneca Resources Corporation, Wilken No. 5 Well ("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 area 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. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.

(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.

(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 960 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to 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, lying outside the unitized area described in Exhibit "B", 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.

(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 September 5, 1995; however, it is agreed that the State will participate in production from the Unit well or wells on a unitized basis from the date the pooled mineral was or 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 Burleson and Brazos 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 9/27/95

STATE OF TEXAS

Legal
Content
Geology
Execution

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

Date Executed September 20, 1995

SENECA RESOURCES CORPORATION

By Emmett Wassell

Its Vice President

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 5th day of September, 1995, 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 27th day of September, 1995.

Linda K. Fisher
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on September 20, 1995, by EMMETT WASSELL as Vice President of Seneca Resources Corporation, a Pennsylvania corporation, on behalf of said corporation.

Joy Trapolino
Notary Public in and for the
State of Texas
Commission expires: 10-17-97

JOY TRAPOLINO
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
OCT. 17, 1997

EXHIBIT "A"
Attached to and made a part of that certain
Term Pooling Agreement for the R. Moore 1A-H Unit
Brazos and Burleson Counties, Texas

1. Oil, Gas and Mineral Lease dated July 20, 1977 from Robert T. Moore, et al, as Lessor to Randall S. Shawell, as Lessee, recorded in Volume 27, Page 351 of the Official Records of Brazos County, Texas.

2. Oil, Gas and mineral Lease dated August 22, 1990 from Robert S. Fleming, as Lessor to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 423 of the Oil & Gas Lease Records of Burleson County, Texas.

3. Oil, Gas and Mineral Lease dated August 22, 1990 from Frederic A. Fleming, Jr., as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 427 of the Oil & Gas Lease Records of Burleson County, Texas.

4. Oil, Gas and Mineral Lease dated August 22, 1990 from Elizabeth Hohlt Pecore, as Lessor to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 435 of the Oil & Gas Lease Records of Burleson County, Texas.

5. Oil, Gas and Mineral Lease dated August 22, 1990 from Joan Hohlt Wich, as Lessor to Seneca Resources Corporation, as Lessee, recorded in 174, Page 431 of the Oil & Gas Lease Records of Burleson County, Texas.

6. Oil, Gas and Mineral Lease dated August 2, 1990 from TRAAC Company, a Texas General Partnership, Marian W. Fleming, Managing General Partner, as Lessor to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 439 of the Oil & Gas Lease Records of Burleson County, Texas.

7. Oil and Gas Lease dated October 6, 1992 from State of Texas (M-95092), as Lessor to Seneca Resources Corporation, as Lessee, recorded in Volume 209, Page 683 of the Oil & Gas Lease Records of Burleson County, Texas and in Volume 1699, Page 315 of the Deed Records of Brazos County, Texas.

8. Oil and Gas Lease dated April 4, 1995 from State of Texas (M-96403), as Lessor to Seneca Resources Corporation, as Lessee, recorded in Volume 241, Page 714 of the Oil & Gas Lease Records of Burleson County, Texas.

9. Oil and Gas Lease dated June 6, 1995 from State of Texas (M-96580), as Lessor to Seneca Resources Corporation, as Lessee, recorded in Volume _____, Page _____ of the Oil & Gas Lease Records of Burleson County, Texas, and in Volume _____ , Page _____ of the Deed Records of Brazos County, Texas.

EXHIBIT "B"

LEGAL DESCRIPTION OF UNIT

FIELD NOTES TO ACCOMPANY UNIT PLAT

ROBERT MOORE 1A-H
960.00 ACRE UNIT

FIELD NOTES DESCRIPTION OF 960.00 ACRES OF LAND LOCATED IN BURLESON AND BRAZOS COUNTIES, TEXAS; BEING 282.92 ACRES OUT OF THAT CERTAIN TRACT LOCATED IN THE JAMES FISHER SURVEY, ABSTRACT NO. 23 IN BURLESON COUNTY, TEXAS DESCRIBED IN A DEED TO MARION WILKIN HOHLT, ET AL RECORDED IN VOLUME 83, PAGE 491 OF THE DEED RECORDS OF BURLESON COUNTY, TEXAS; BEING 83.93 ACRES OF LAND AND BEING THAT CERTAIN TRACT AWARDED TO OLD RIVER RANCH INC. IN CAUSE NO. 15,535 RECORDED IN VOLUME 220, PAGE 249 OF THE DEED RECORDS OF BURLESON COUNTY, TEXAS; BEING 17.37 ACRES OUT OF THE JAMES FISHER SURVEY, ABSTRACT NO. 23 IN BURLESON COUNTY, TEXAS AND BEING OUT OF THAT CERTAIN TRACT CONVEYED TO THE BURLESON COUNTY IMPROVEMENT DISTRICT FOR THE CONSTRUCTION OF A LEVEE AND BEING DESCRIBED IN VOLUME 40, PAGE 105 OF THE DEED RECORDS OF BURLESON COUNTY, TEXAS; BEING 43.38 ACRES OF LAND LOCATED IN BOTH BURLESON AND BRAZOS COUNTIES AND BEING THE PORTION OF THE BRAZOS RIVER LOCATED WITHIN THE HEREIN DESCRIBED UNIT LOCATED NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE WALTER SUTHERLAND SURVEY, ABSTRACT NO. 55, BRAZOS COUNTY, TEXAS; BEING 37.33 ACRES OF LAND LOCATED IN BOTH BURLESON AND BRAZOS COUNTIES AND BEING THE PORTION OF THE BRAZOS RIVER LOCATED IN THE HEREIN DESCRIBED UNIT LOCATED SOUTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE WALTER SUTHERLAND SURVEY, ABSTRACT NO. 55, BRAZOS COUNTY, TEXAS; BEING A PORTION OF THE WALTER SUTHERLAND SURVEY, ABSTRACT NO. 55 AND THE JAS. D. MILLICAN SURVEY, ABSTRACT NO. 41, IN BRAZOS COUNTY, TEXAS AND BEING 336.43 ACRES OUT OF TRACTS 3 AND 4, 16.96 ACRES OUT OF TRACT 6 AND 141.68 ACRES OUT OF TRACT 1 AS CONVEYED TO ROBERT T. MOORE RECORDED IN VOLUME 283, PAGE 91 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. THE SAID 960.00 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point on the approximate southeast line of the said James Fisher Survey, Abstract No. 23 and the approximate northwest line of the said P. Singleton Survey, Abstract No. 56, Burleson County, Texas, the same being the northwest line of Tract 1 conveyed to Jesse Moore recorded in Volume 203, Page 87 of the Deed Records of Brazos County, Texas and the southeast line of the said Marion Wilkin Hohlt et al tract recorded in Volume 83, Page 491 of the Deed Records of Burleson County, Texas, from which an iron rod found at the most northerly corner of the said Jesse Moore Tract 1 bears N 44°51'00" E, a distance of 746.75 feet and a 30 inch diameter post oak at the most westerly corner of the same bears S 44°51'00" W, a distance of 13,133.10 feet;

THENCE, N 45°18'22" W, a distance of 2868.77 feet to a point at the most southerly corner of the Pecore-Siegert No. 1-H Unit;

THENCE, N 43°44'30" E, a distance of 6418.35 feet to a point on the east bank of the Brazos River at the east or southeast corner of the said Pecore-Siegert No. 1-H Unit;

THENCE, with the east bank of the Brazos River, the following four (4) courses and distances:

1) S 01°05'17" E, 135.02 feet to a point;
2) S 09°57'00" W, 367.04 feet to a point;
3) S 03°56'07" W, 590.94 feet to a point;
4) S 03°15'36" E, 289.93 feet to a point at the northwest corner of the said Robert T. Moore Tract 3;

THENCE, N 88°53'14" E, a distance of 2779.75 feet along the north line of said Tract 3 to a point in the west line of the Robert T. Moore Estate No. 4-H unit, from which a fence corner post found at an interior corner on the north line of the said Robert T. Moore Tract 4 bears N 88°53'14" E, a distance of 5247.25 feet;

THENCE, S 0°40'44" E, a distance of 278.97 feet to a point at the southwest corner of the said Robert T. Moore Estate No. 4-H unit in the interior of the said Tract 3;

THENCE, N 89°19'16" E, along the south line of the said Robert T. Moore Estate No. 4-H unit, crossing the common line between the said Robert T. Moore Tracts 3 and 4 for a total distance of 2182.26 feet to a point in the said Tract 4;

THENCE, S 01°27'46" E, crossing the said common line between the said Robert T. Moore Tracts 3 and 4, passing a fence corner post found at 2914.59 feet and continuing a total distance of 3003.41 feet to a point on the approximate south line of the Walter Sutherland Survey, Abstract No. 55 and south line of the said Robert T. Moore Tract 3, the same being the approximate north line of the Jas. D. Millican Survey, Abstract No. 41 and the north line of the Robert T. Moore Tract 6, from which a fence corner post found bears N 88°32'14" E, a distance of 5365.37 feet;

THENCE, S 88°32'14" W, a distance of 536.55 feet along said common line to a point;

THENCE, S 0°53'46" E, a distance of 1434.80 feet to a point in the interior of the said Robert Moore Tract 6;

THENCE, S 69°18'58" W, crossing the interior of the said Robert Moore Tracts 1 and 6 a distance of 4111.94 feet to a point on the east bank of the Brazos River;

THENCE, S 80°45'52" W, a distance of 1091.77 feet to a point on the west bank of the Brazos River, the same being the east line of the said Tract 1 conveyed to Jesse Moore in Volume 203, Page 87 of the Deed Records of Burleson County, Texas;

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

1) N 04°51'26" E, 76.58 feet to a point;
2) N 26°14'33" E, 280.91 feet to a point;
3) N 34°28'18" E, 269.38 feet to a point;
4) N 42°01'41" E, 275.99 feet to a point;
5) N 45°51'18" E, 274.99 feet to a point;
6) N 48°31'36" E, 298.59 feet to a point;
7) N 37°47'20" E, 21.16 feet to a point;

THENCE, N 80°55'01" W, a distance of 2320.70 feet along the southwest line of the said tract awarded to Old River Ranch, Inc. recorded in Volume 220, Page 249 to an iron rod found at the most westerly corner of the same and being on the approximate northwest line of the said P. Singleton Survey, Abstract No.56;

THENCE, S 44°51'00" W, a distance of 746.75 feet to the PLACE OF BEGINNING, containing 960.00 acres of land, more or less;

TIMOTHY A. LENZ, R.P.L.S.
AUGUST 15, 1995

SIMPSON-LENZ & ASSOCIATES
301 Hesters Crossing, No. 150
Round Rock, Texas 78681
(512) 388-6052

STATE OF TEXAS
REGISTERED
TIMOTHY A. LENZ
4393
PROFESSIONAL
LAND SURVEYOR

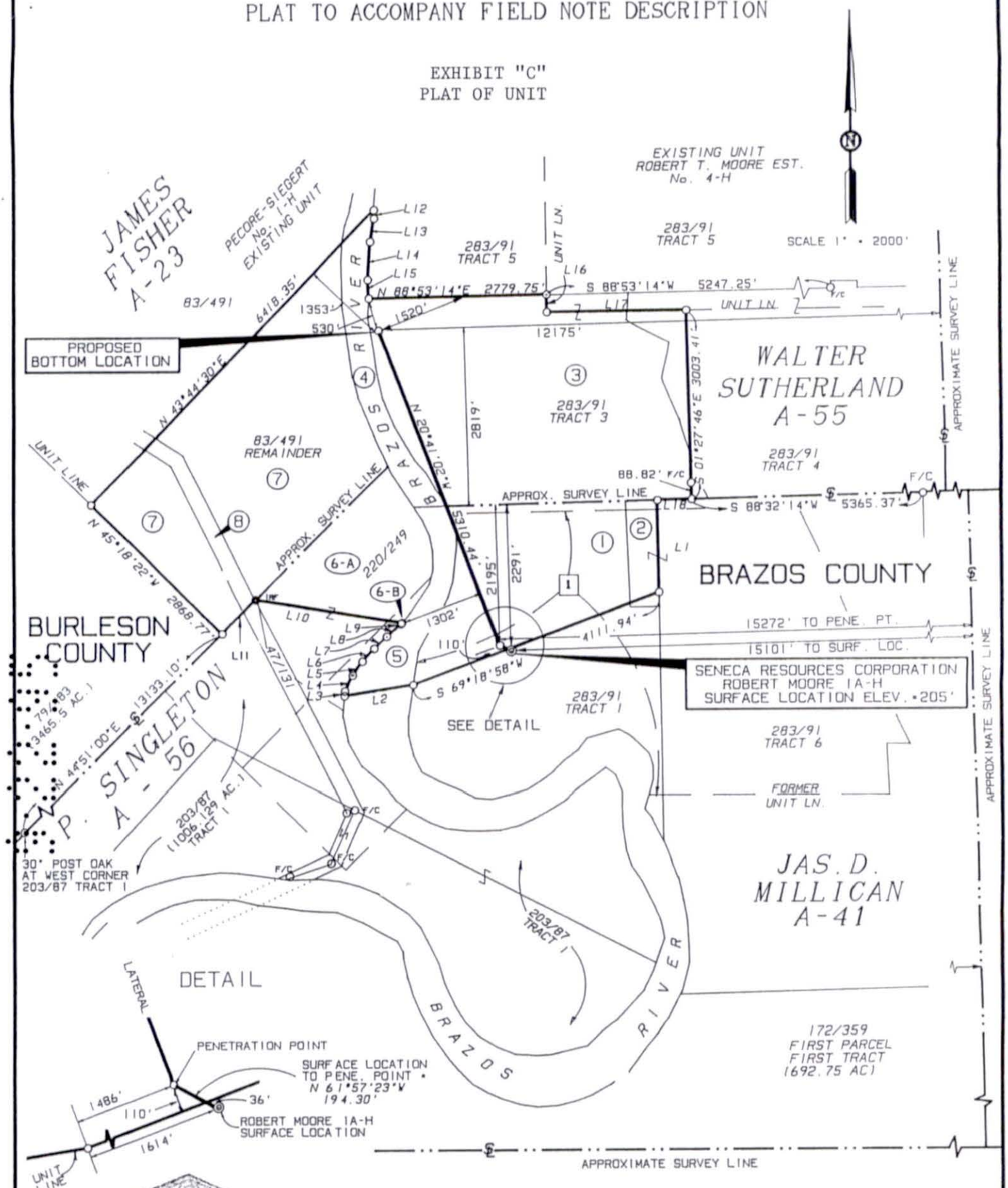
Pooled Interval

The Robert Moore 1A-H Unit is limited to the Austin Chalk Formation, defined as the stratigraphic equivalent of the interval occurring from 11,070 feet M.D. to 11,650 feet M. D. as shown on the Dual Induction-SFL log of the Seneca Resources Wilkin No. 5 Well ("unitized interval").

BURLESON & BRAZOS COUNTIES, TEXAS

PLAT TO ACCOMPANY FIELD NOTE DESCRIPTION

EXHIBIT "C"
PLAT OF UNIT



STATE OF TEXAS
REGISTERED
TIMOTHY A. LENZ
4393
PROFESSIONAL
LAND SURVEYOR

I, TIMOTHY A. LENZ REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393 DO HEREBY CERTIFY THAT THE ABOVE PLAT CORRECTLY SHOWS THE ABOVE WELL LOCATION.

PAGE 1 OF 2
MAY 6, 1995
REVISED MAY 24, 1995 (LEVEE TRACTS SEPARATED)
REVISED MAY 31, 1995 (478/31 INCLUDED)
REVISED AUGUST 2, 1995 (ACREAGE REVISION PER 220/249)
REVISED AUGUST 15, 1995 (LATERAL & UNIT CHANGED)
DWG RMOR1AHG
JOB 941203

TIMOTHY A. LENZ
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393

SIMPSON-LENZ & ASSOCIATES
301, HESTERS CROSSING, SUITE 150
ROUND ROCK, TEXAS 78681
PHONE 512-388-6052

BURLESON & BRAZOS COUNTIES, TEXAS

Page 2 of Exhibit "C"

LINE TABLE

LINE	BEARING	DISTANCE
L 1	S 00°53'46"E	1434.80'
L 2	S 80°45'52"W	1091.77'
L 3	N 04°51'26"E	76.58'
L 4	N 26°14'33"E	280.91'
L 5	N 34°28'18"E	269.38'
L 6	N 42°01'41"E	275.99'
L 7	N 45°51'18"E	274.99'
L 8	N 48°31'36"E	298.59'
L 9	N 37°47'20"E	21.16'
L 10	N 80°55'01"W	2320.70'
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L 13	S 09°57'00"W	367.04'
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L 15	S 03°15'36"E	289.93'
L 16	S 00°40'44"E	278.97'
L 17	N 89°19'16"E	2182.26'
L 18	S 88°32'14"W	536.55'

ROBERT MOORE 1A-H

TRACT	ACRES IN UNIT	DESCRIPTION	DEED / OFFICIAL RECORDS VOL/PG , COUNTY
1	141.68	ROBERT T. MOORE	283/91 TRACT 1 BRAZOS
2	16.96	ROBERT T. MOORE	283/91 TRACT 6 BRAZOS
3	336.43	ROBERT T. MOORE	283/91 TRACTS 3 & 4 BRAZOS
4	43.38	STATE OF TEXAS	M - 95040 TRACT 8-A
5	37.33	STATE OF TEXAS	M - 95092 TRACT 2-A
6-A	81.50	CONTRACT TRACT 26 OLD RIVER RANCH , INC.	220/249 BURLESON
6-B	2.43	CONTRACT TRACT 27 OLD RIVER RANCH , INC.	220/249 BURLESON
7	282.92	ELIZABETH HOHLT PECORE, ROBERT S. FLEMING, FREDERIC A. FLEMING Jr., TRAAC COMPANY, JOAN HOHLT WICH .	83/491 BURLESON
8	17.37	STATE OF TEXAS BCID	M-96403
	960.00	TOTAL ACRES IN UNIT	

ROBERT MOORE 1A

TRACT	ACRES IN UNIT	DESCRIPTION	DEED / OFFICIAL RECORDS VOL/PG , COUNTY
1	154.81	FORMER 640 AC OIL/GAS WELL UNIT DESIGNATION	478/31 BRAZOS

NOTES:

1) BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION

2) WELL IS LOCATED 5.4 MILES SOUTHWEST OF MILLICAN, TEXAS

3) ●IRF = IRON ROD FOUND

4) ●PIPE = IRON PIPE FOUND

5) O F/C = FENCE CORNER

6) THE ABOVE TRACTS DESCRIBED AS "CONTRACT TRACTS" WERE ESTABLISHED FROM SKETCHES PROVIDED BY SENECA RESOURCES CORPORATION.

PAGE 2 OF 2
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DWG RMORIAHG
JOB 941203

SIMPSON-LENZ & ASSOCIATES
301, HESTERS CROSSING, SUITE 150
ROUND ROCK, TEXAS 78681
PHONE 512-388-6052

(11) M-95092

Pooling Agreement

FILED: 10-10-95

8-55-82

BURLESON & BRAZOS COUNTIES, TEXAS

Page 2 of Exhibit "C"

LINE TABLE

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L 3	N 04°51'26"E	76.58'
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L 17	N 89°19'16"E	2182.26'
L 18	S 88°32'14"W	536.55'

ROBERT MOORE IA-H

TRACT	ACRES IN UNIT	DESCRIPTION	DEED / OFFICIAL RECORDS VOL/PG , COUNTY
1	141.68	ROBERT T. MOORE	283/91 TRACT 1 BRAZOS
2	16.96	ROBERT T. MOORE	283/91 TRACT 6 BRAZOS
3	336.43	ROBERT T. MOORE	283/91 TRACTS 3 & 4 BRAZOS
4	43.38	STATE OF TEXAS	M - 96580
5	37.33	STATE OF TEXAS	M - 95092 TRACT 2-A
6-A	81.50	CONTRACT TRACT 26 OLD RIVER RANCH , INC.	220/249 BURLESON
6-B	2.43	CONTRACT TRACT 27 OLD RIVER RANCH , INC.	220/249 BURLESON
7	282.92	ELIZABETH HOHLT PECORE, ROBERT S. FLEMING, FREDERIC A. FLEMING Jr., TRAAC COMPANY, JOAN HOHLT WICH ,	83/491 BURLESON
8	17.37	STATE OF TEXAS	M-96403
	960.00	TOTAL ACRES IN UNIT	

ROBERT MOORE IA

TRACT	ACRES IN UNIT	DESCRIPTION	DEED / OFFICIAL RECORDS VOL/PG , COUNTY
1	154.81	FORMER 640 AC OIL/GAS WELL UNIT DESIGNATION	478/31 BRAZOS

NOTES:

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301, HESTERS CROSSING, SUITE 150
ROUND ROCK, TEXAS 78681
PHONE 512-388-6052

(14) M9509 2
Pooling Agreement
Unit #368

Texas General Land Office
Garry Mauro, Commissioner

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

FILE COPY

January 5, 1996

Seneca Resources Corporation
333 Clay Street, Suite 4150
Houston, Texas 77002-4176
ATTN: Ms. Jeanette Rossi

Re: State Leases: M-095092, M-096403, & M-096580
Unit #2368
Division Order # 1169-221
Robert Moore Unit No. 1AH Lease
Prospect: N.E. Clay
Brazos County, Texas

Dear Ms. Rossi:

We have received the division order submitted by your company for the above referenced lease and filed same in our files. Please be sure to reference this mineral file number in all future royalty payments, reports and correspondence concerning the lease.

The payment of royalties to the State of Texas is set by statute. As the execution of the division order may, in some cases, effect the payments of such royalties, it is not the policy of this office to execute them. Insofar as allowed by law, the Texas General Land Office acquiesces in the sale of oil and gas under the terms and conditions set out in the lease.

If you should have any questions, please feel free to call me at (512) 475-1462.

Sincerely,

Lillie Gamble

Lillie Gamble
Accounts Examiner
Royalty and Revenue Processing
Energy Resources

/lrg

Printed on recycled paper with soybean ink

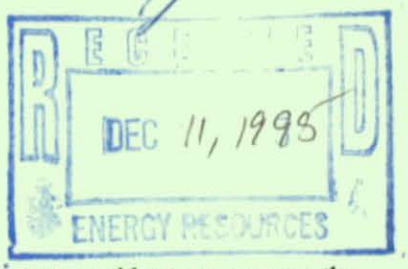
Ut 2368

Mailed: December 7, 1995

MF.
95092
96403
96580

Keep

SENECA RESOURCES CORPORATION
333 Clay Street, Suite 4150
Houston, Texas 77002
ATTENTION: Jeanette Rossi
(713) 654-2644



Instructions To All Interest Owners
Read Carefully Before Signing The Instrument

The instrument should not be altered in any way unless accompanied by documentary evidence to support the change.

If your name and interest are correctly shown:

Signature: Sign name as shown on the instrument. Have your signature witnessed by at least one person not related to the party signing. (Louisiana requires two witnesses.)

If signing for a corporation, signature must be attested, corporate seal affixed, and title of signatory party shown. If not previously furnished, a certified copy of authority of executing office must be submitted.

If signed for a partnership, all partners must sign unless signed by an authorized partner and we are furnished a certified copy of his authority.

Signature by: Second Party: If the instrument is signed by agent, attorney-in-fact, guardian, estate representative, trustee or any party other than the named interest owner, we must have evidence of the rights vested in the signatory party.

Taxpayers ID No. or Social Security No.: Insert your number in the space provided.

Section 6109 of the Internal Revenue Code requires you to furnish your taxpayer identification number to us. The law also requires that we withhold income tax at the rate of 31% from payments made to you, unless we have your correct identification number. For an individual, the identifying number is your Social Security Number. For a partnership or other business, the identifying number is your employer identification number. The law provides that the IRS may assess you a $50.00 penalty for failure to furnish your identifying number to us.

Address: Indicate, in the space provided, the address to which checks are to be mailed. Print or type. Do not abbreviate. If you are already receiving checks from Seneca Resources Corporation, be sure to use the same address to which we are now mailing checks.

Property No.: At the top of the division order, you will find the number assigned to this lease. This number will appear on your check and should always be used when corresponding with this company.

Change of Address: You should notify us promptly of any change in your mailing address. This notice must be over your own signature or the signature of your appointed agent. Always include your Owner Number (which appears on your check) and your old address, then state your new address with zip code.

RETURN THE EXECUTED INSTRUMENT WITHOUT DELAY TO THE ABOVE ADDRESS
KEEP ONE COPY FOR YOUR RECORDS

Marion Smith

From: Jeanette Rossi
To: Marion Smith
Subject: Robert Moore 1A-H - State Royalty
Date: Thursday, November 09, 1995 9:58AM

As we discussed, the State of Texas has 3 leases (Total Royalty of .0214055) in the Robert Moore 1A-H Unit (960 Acres) with varying royalty as follows:

1. St TX Lease No. M95092 (dated 10-6-92)- 37.33 acres in unit at 22.5% royalty = .0087492
   (.225 X 37.33/960 = .0087492)
2. St TX Lease No. M96403 (dated 4-4-95) - 17.37 acres in unit at 20% royalty = .0036188
   (.20 X 17.37/960 = .0036188)
3. St TX Lease No. M96580 dated 6-6-95) - 43.38 acres in unit at 20% royalty = .0090375
   (.20 X 43.38/960 = .0090375)

Let me know if you need any further information.

Lease - Robert Moore 1A-H

Field - N. E. Clay Austin Chalk

County - Brazos / Burleson

All 960 Acres is Seneca's.

FACSIMILE COVER SHEET

Seneca Resources Corporation Riverbed

333 Clay Street, Suite 4150, Houston, TX 77002-4176
OPERATIONS FAX Nº (713) 654-2658
LAND/LEGAL FAX Nº (713) 654-2659
MAIN FAX Nº (713) 654-2654
EXPLORATION FAX Nº (713) 654-2656

DATE: 11/10/95 NUMBER OF PAGES: 1 (Excluding this page)

TO: Lilly Gambell FAX Nº 512-475-1543

COMPANY: Texas General Land Office

FROM: Marion Smith

MESSAGE:

This facsimile transmission is intended only for the addressee indicated above. It may contain information that is privileged, confidential, or otherwise protected from disclosure. Any review, dissemination or use of this transmission or its contents by persons other than the addressee is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone, and mail the original to us at the letterhead address.

If you do not receive this document in it's entirety, please contact:

(713) 654-26 26

RECEIVED
NOV 10 1995
ENERGY RESOURCES

Date of Preparation: 11-22-95

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:

Well No.	Well Name	County/State
1169-221	Robert Moore Unit No. 1A-H	Brazos/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 dedication 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 $100.00, Company is hereby authorized to accumulate the total and make settlement in the month the total reached $100.00 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.

ORIGINAL

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 the undersigned's interest is subject to an operating agreement or other like agreement relative to the oil and gas operations on the lease(s) described herein and there is a conflict with any of the provisions contained 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:_____

_____

_____

Phone _____

Date Signed _____

_____ _____
By

SS/Tax No._____

_____ Address:_____

_____

_____

Phone _____

Date Signed _____

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 1169-221

Well Name Robert Moore Unit No. 1AH
Prospect N.E. Clay
County/State Brazos/Texas
Description:

Tract 1: 141.68 acres, more or less, out of and a part of the J.D. Millican Survey, A-41, Brazos County, Texas, being that portion of that certain 265.1 acres described in that certain Deed dated August 12, 1924, from Mrs. L.E. Moorehead to the Security Trust Company, recorded in Volume 65, Page 85, Deed Records, Brazos County, Texas, situated within the boundary lines of the Robert Moore 1A-H Unit described in that certain Designation of Unit filed August 21, 1995, recorded in Volume 243, Page 521, Oil and Gas Records, Burleson County, Texas (Volume 2392, Page 74, Official Records, Brazos County, Texas).

Tract 2: 16.96 acres, more or less, out of the J.D. Millican Survey, A 41, Brazos County, Texas, being that portion of that certain 1,192.53 acres described as Tract 6 in that certain Warranty Deed dated December 31, 1969, from H.H. Moore, et al, to Robert Moore, recorded in Volume 283, Page 91, Deed Records, Brazos County, Texas, situated within the boundary lines of the Robert Moore 1A-H Unit described in that certain Designation of Unit filed August 21, 1995, recorded in Volume 243, Page 521, Oil and Gas Records, Burleson County, Texas (Volume 2392, Page 74, Official Records, Brazos County, Texas).

Tract 3: 336.43 acres, more or less, out of the Walter Sutherland Survey, A 55, Brazos County, Texas, being that portion of that certain 300 acres and that certain 622.50 acres identified as Tracts 3 and 4, respectively in that certain Deed dated December 31, 1969, from H.H. Moore to Robert T. Moore, recorded in Volume 283, Page 91, Deed Records, Brazos County, Texas, situated within the boundary lines of the Robert Moore 1A-H Unit described in that certain Designation of Unit filed August 21, 1995, recorded in Volume 243, Page 521, Oil and Gas Records, Burleson County, Texas (Volume 2392, Page 74, Official Records, Brazos County, Texas).

96580 ✓ **Tract 4**: 43.38 acres, more or less, being that portion of the Brazos River situated within the boundary lines of the Robert Moore 1A-H Unit described in that certain Designation of Unit filed August 21, 1995, recorded in Volume 243, Page 521, Oil and Gas Records, Burleson County, Texas (Volume 2392, Page 74, Official Records, Brazos County, Texas) and located north of the westerly extension of the south line of the Walter Sutherland Survey, A-55, Brazos County, Texas.

95092 ✓ **Tract 5**: 37.33 acres, being that portion of the Brazos River situated within the boundary lines of the Robert Moore 1A-H Unit described in that certain Designation of Unit filed August 21, 1995, recorded in Volume 243, Page 521, Oil and Gas Records, Burleson County, Texas (Volume 2392, Page 74, Official Records, Brazos County, Texas) and located south of the westerly extension of the south line of the Walter Sutherland Survey, A-55, Brazos County, Texas.

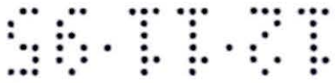
Tract 6: 83.93 acres, more or less, out of and a part of the James Fisher Survey A-23, Burleson County, Texas, being the same lands awarded to Old River Ranch, Inc. by Judgment dated May 8, 1974, in Cause Number 15,535, District Court, Burleson County, Texas, a copy of which is recorded in Volume 220, Page 249, Deed Records, Burleson County, Texas.

Tract 7: 282.92 acres, more or less, out of and a part of the James Fisher Survey, A-23, Burleson County, Texas, being that portion of that certain tract containing 3,465.5 acres described in that certain Deed dated January 29, 1940, from Lillian Wilkin Fleming to Marian Wilkin Hohlt, et al, recorded in Volume 83, Page 491, Deed Records, Burleson County, Texas, situated within the boundary lines of the Robert Moore 1A-H Unit described in that certain Designation of Unit filed August 21, 1995, recorded in Volume 243, Page 521, Oil and Gas Records, Burleson County, Texas (Volume 2392, Page 74, Official Records, Brazos County, Texas).

96403 ✓ **Tract 8:** 17.37 acres, more or less, out of and a part of the James Fisher Survey, A-23, Burleson County, Texas, being that portion of that certain tract containing 29.1 acres, described in that certain Deed dated August 15, 1910, from N.G. Stone to John K. Parker, recorded in Volume 40, Page 105, Deed Records, Burleson County, Texas, situated within the boundary lines of the Robert Moore 1A-H Unit described in that certain Designation of Unit filed August 21, 1995, recorded in Volume 243, Page 521, Oil and Gas Records, Burleson County, Texas (Volume 2392, Page 74, Official Records, Brazos County, Texas).

OWNER NO.:	CREDIT TO:	DIVISION OF INTEREST	DECIMAL INTEREST	TYPE
3501	State of Texas Commissioner of the General Land Office 1700 N. Congress Avenue Austin, Texas 78701	22.5% of 37.33/960, plus 20% of 60.75/960, or	0.2140550	RI
8683	Frederick A. Fleming, Jr. 3600 Montrose, #601 Houston, Texas 77006 [redacted]	3/16 of 1/6 of 366.85/960, plus 3/16 of 1/18 of 366.85/960, less 1/6 of 2/64 of 366.85/960, less 1/18 of 2/64 of 366.85/960, less 1/6 of 200/3,465 of 1/8 of 366.85/960, or	0.0128091	RI
8684	Robert S. Fleming 2002 Highland Hills Sugarland, Texas 77478-4361 [redacted]	3/16 of 1/6 of 366.85/960, plus 3/16 of 1/18 of 366.85/960, less 1/6 of 2/64 of 366.85/960, less 1/18 of 2/64 of 366.85/960, less 1/6 of 200/3,465 of 1/8 of 366.85/960, or	0.0128091	RI
8689	Joan Hohlt Wich 3115 Ferndale Houston, Texas 77098 [redacted]	3/16 of 1/6 of 366.85/960, plus 3/16 of 1/12 of 366.85/960, less 1/6 of 2/64 of 366.85/960, less 1/12 of 2/64 of 366.85/960, less 1/4 of 200/3,465 of 1/8 of 366.85/960, or	0.0142379	RI

OWNER NO.:	CREDIT TO:	DIVISION OF INTEREST	DECIMAL INTEREST	TYPE
8687	Elizabeth Hohlt Pecore 5000 Montrose, Apt #20A Houston, Texas 77006 [redacted]	1/4 of 3/16 of 1/6 of 366.85/960, plus 1/4 of 3/16 of 1/12 of 366.85/960, less 1/4 of 1/6 of 2/64 of 366.85/960, less 1/4 of 1/12 of 2/64 of 366.85/960, less 1/4 of 1/4 of 200/3,465 of 1/8 of 366.85/960, or	0.0035595	RI
12522	Daniel A. Pecore 2806 Kipling Houston, Texas 77098 [redacted]	1/4 of 3/16 of 1/6 of 366.85/960, plus 1/4 of 3/16 of 1/12 of 366.85/960, less 1/4 of 1/6 of 2/64 of 366.85/960, less 1/4 of 1/12 of 2/64 of 366.85/960, less 1/4 of 1/4 of 200/3,465 of 1/8 of 366.85/960, or	0.0035595	RI
12523	Douglas W. Pecore 2222 Sul Ross Houston, Texas 77098 [redacted]	1/4 of 3/16 of 1/6 of 366.85/960, plus 1/4 of 3/16 of 1/12 of 366.85/960, less 1/4 of 1/6 of 2/64 of 366.85/960, less 1/4 of 1/12 of 2/64 of 366.85/960, less 1/4 of 1/4 of 200/3,465 of 1/8 of 366.85/960, or	0.0035595	RI
12524	John W. Pecore 820 West Melwood Houston, Texas 77009 [redacted]	1/4 of 3/16 of 1/6 of 366.85/960, plus 1/4 of 3/16 of 1/12 of 366.85/960, less 1/4 of 1/6 of 2/64 of 366.85/960, less 1/4 of 1/12 of 2/64 of 366.85/960, less 1/4 of 1/4 of 200/3,465 of 1/8 of 366.85/960, or	0.0035595	RI
14389	T.R.A.A.C. Co. Ltd., a Texas Limited Partnership 15 Greenway Plaza, #2E Houston, Texas 77046 [redacted]	3/16 of 1/18 of 366.85/960, less 1/18 of 2/64 of 366.85/960, less 1/6 of 200/3,465 of 1/8 of 366.85/960, or	0.0028576	RI



OWNER NO.:	CREDIT TO:	DIVISION OF INTEREST	DECIMAL INTEREST	TYPE
8682	Marian F. Duckworth 4007 Merimac Austin, Texas 78731 [redacted]	1/2 of 1/64 of 366.85/960, or	0.0029854	NPRI
8680	Martha Caldwell Bivins Post Office Box 430 Amarillo, Texas 79105 [redacted]	1/4 of 1/64 of 366.85/960, or	0.0014927	NPRI
8681	Elizabeth Jane Caldwell Brent Post Office Box 430 Amarillo, Texas 79105 [redacted]	1/4 of 1/64 of 366.85/960, or	0.0014927	NPRI
8678	Clinton Anderson 702 South Day Brenham, Texas 77833 [redacted]	4/9 of 1/64 of 366.85/960, or	0.0026537	NPRI
14343	John Dee Rogers Bicknell 15 Brook Road Boulder, Colorado 80302 [redacted]	1/3 of 1/64 of 366.85/960, or	0.0019903	NPRI
15049	Samuel M. Bicknell 3405 Cornell Dallas, Texas 75205 [redacted]	1/9 of 1/64 of 366.85/960, or	0.0006634	NPRI
12996	Sue Hastings Kennedy 5220 CasaBlanca Road Scottsdale, Arizona 85253 [redacted]	1/9 of 1/64 of 366.85/960, or	0.0006634	NPRI

OWNER NO.:	CREDIT TO:	DIVISION OF INTEREST	DECIMAL INTEREST	TYPE
1602	Betty Mortimer Estate Trust 8700 Crownhill, #800 San Antonio, Texas 78209 [redacted]	1/2 of 200/3,465 of 1/8 of 366.85/960, or	0.0013786	NPRI
8690	Wil-Ken Production Company Attention: Don Williams Post Office Box 14145 Jackson, Mississippi 39236 [redacted]	1/2 of 200/3,465 of 1/8 of 366.85/960, or	0.0013786	NPRI
8572	Robert Harry Moore and Jerry Mason Moore, Co-Independent Executors of the Estate of Robert T. Moore Post Office Box 728 Navasota, Texas 77868 [redacted]	1/6 of 1/4 of 141.68/960, plus 1/6 of 1/4 of 16.96/960, less 1/4 of 1/64 of 16.96/960, plus 1/6 of 1/16 of 336.43/960, or	0.0104672	RI
12589	Geraldine M. Moore Post Office Box 728 Navasota, Texas 77868 [redacted]	1/6 of 1/4 of 141.68/960, plus 1/6 of 1/4 of 16.96/960, less 1/4 of 1/64 of 16.96/960, plus 1/6 of 1/16 of 336.43/960, or	0.0104672	RI
8571	Joyce Ann Moore Frede C/O Charles Frede Post Office Box 47 Navasota, Texas 77868 [redacted]	1/6 of 1/6 of 141.68/960, plus 1/6 of 1/6 of 16.96/960, less 1/6 of 1/64 of 16.96/960, plus 1/6 of 1/24 of 336.43/960, or	0.0069779	RI
11557	Robert Harry Moore 8373 H.H. Moore Farm Road Navasota, Texas 77868 [redacted]	1/6 of 1/18 of 141.68/960, plus 1/6 of 1/18 of 16.96/960, less 1/18 of 1/64 of 16.96/960, plus 1/6 of 1/72 of 336.43/960, or	0.0023259	RI

OWNER NO.:	CREDIT TO:	DIVISION OF INTEREST	DECIMAL INTEREST	TYPE
11558	Jerry Mason Moore Post Office Box 1432 Navasota, Texas 77868 [redacted]	1/6 of 1/18 of 141.68/960, plus 1/6 of 1/18 of 16.96/960, less 1/18 of 1/64 of 16.96/960, plus 1/6 of 1/72 of 336.43/960, or	0.0023259	RI
11559	Melanie Moore Kolby Post Office Box 1086 Navasota, Texas 77868 [redacted]	1/6 of 1/18 of 141.68/960, plus 1/6 of 1/18 of 16.96/960, less 1/18 of 1/64 of 16.96/960, plus 1/6 of 1/72 of 336.43/960, or	0.0023259	RI
11560	Jan Moore Murphy 230 Willowbluff San Antonio, Texas 78216 [redacted]	1/6 of 1/18 of 141.68/960, plus 1/6 of 1/18 of 16.96/960, less 1/18 of 1/64 of 16.96/960, plus 1/6 of 1/72 of 336.43/960, or	0.0023259	RI
11561	Charles Moore Frede Post Office Box 47 Navasota, Texas 77868 [redacted]	1/6 of 1/18 of 141.68/960, plus 1/6 of 1/18 of 16.96/960, less 1/18 of 1/64 of 16.96/960, plus 1/6 of 1/72 of 336.43/960, or	0.0023259	RI
11562	Virginia Louise Frede Busse 25669 FM 2154 Navasota, Texas 77868 [redacted]	1/6 of 1/18 of 141.68/960, plus 1/6 of 1/18 of 16.96/960, less 1/18 of 1/64 of 16.96/960, plus 1/6 of 1/72 of 336.43/960, or	0.0023259	RI
8666	Claire Daniel Maze C/O Molly Smith 1817 Shadowood College Station, Texas 77840 [redacted]	1/3 of 1/64 of 16.96/960, or	0.0000920	NPRI
8664	John B. Daniel, Jr. 1317 North 9th Street Temple, Texas 76501-1966 [redacted]	1/3 of 1/64 of 16.96/960, or	0.0000920	NPRI

OWNER NO.:	CREDIT TO:	DIVISION OF INTEREST	DECIMAL INTEREST	TYPE
8665	Harriet Daniel Herd 803 Canonero Circle Midland, Texas 79705 [redacted]	1/3 of 1/64 of 16.96/960, or	0.0000920	NPRI
8186	Imogene Clay Chappel 409 A East Main Street Brenham, Texas 77833 [redacted]	1/6 of 3/24 of 336.43/960, or	0.0073010	NPRI
8188	T. C. Clay Route 5, Box 248 Brenham, Texas 77833 [redacted]	1/6 of 3/24 of 336.43/960, or	0.0073010	NPRI
8187	Edward Finney Clay Post Office Box 610 Brenham, Texas 77834 [redacted]	1/6 of 1/4 of 336.43/960, or	0.0146020	NPRI
12574	Gregg P. Easley, Independent Executor of the Estate of Margaret Sayles Easley 12523 Elm Manor San Antonio, Texas 78230 [redacted]	1/6 of 3/24 of 336.43/960, or	0.0073010	NPRI
8576	Elizabeth Sayles 12523 Elm Manor San Antonio, Texas 78230 [redacted]	1/6 of 3/24 of 336.43/960, or	0.0073010	NPRI
		TOTAL ROYALTY:	**0.1790057**	

OWNER NO.:	CREDIT TO:	DIVISION OF INTEREST	DECIMAL INTEREST	TYPE
	Overriding Royalty:			
1025	Jesse E. Filgo 5665 Pine Forest Houston, Texas 77056 [redacted]	3.125% of 366.85/960, or	0.0119417	ORRI
8418	R. S. Shawell, Trustee 5701 Woodway, Suite 350 Houston, Texas 77057 [redacted]	6.3333% of 158.64/960, plus 1.3333% of 336.43/960, or	0.0151382	ORRI
8569	Robert L. Booker Route 1, Box 287-E Kingsland, Texas 78639 [redacted]	1% of 495.07/960, or	0.0051570	ORRI
8570	John R. Dixon Post Office Box 431 Sonora, Texas 76950 [redacted]	1% of 495.07/960, or	0.0051570	ORRI
10120	Frank R. Parish, Trustee 3800 1st City Tower, 1001 Fannin Houston, Texas 77002 [redacted]	5% of 336.43/960, or	0.0175224	ORRI
		TOTAL OVERRIDING ROYALTY:	**0.0549163**	

OWNER NO.:	CREDIT TO:	DIVISION OF INTEREST	DECIMAL INTEREST	TYPE
999001	Seneca Resources Corporation 333 Clay, Suite 4150 Houston, Texas 77002 [redacted]	97.7182% of 77.5% of 37.33/960, plus 97.7182% of 4/5 of 60.75/960, plus 97.7182% of 5/6 of 495.07/960, less 97.7182% of 8.3333% of 495.07/960, plus 97.7182% of 13/16 of 366.85/960, less 97.7182% of 3.125% of 366.85/960, or	0.7485977	NRI
1075	Daniel Kane, Trustee 1127 Westway Drive Lido Shores Sarasota, Florida 34236 [redacted]	.8769% of 77.5% of 37.33/960, plus .8769% of 4/5 of 60.75/960, plus .8769% of 5/6 of 495.07/960, less .8769% of 8.3333% of 495.07/960, plus .8769% of 13/16 of 366.85/960, less .8769% of 3.125% of 366.85/960, or	0.0067177	NRI
1080	Stanley Kane, Trustee 555 White Plains Road Tarrytown, New York 10591 [redacted]	.8769% of 77.5% of 37.33/960, plus .8769% of 4/5 of 60.75/960, plus .8769% of 5/6 of 495.07/960, less .8769% of 8.3333% of 495.07/960, plus .8769% of 13/16 of 366.85/960, less .8769% of 3.125% of 366.85/960, or	0.0067177	NRI
8507	Lawrence Blum 141 West Jackson Blvd. Suite 3840 Chicago, Illinois 60604 [redacted]	.5280% of 77.5% of 37.33/960, plus .5280% of 4/5 of 60.75/960, plus .5280% of 5/6 of 495.07/960, less .5280% of 8.3333% of 495.07/960, plus .5280% of 13/16 of 366.85/960, less .5280% of 3.125% of 366.85/960, or	0.0040449	NRI
		TOTAL NRI:	**0.7660780**	
		FINAL TOTALS	1.0000000	

h:\123DATA\MOR1AH.XLS

M. 95092 (12)
DIVISION ORDER
File Dated 1-3-96

15-11-02

SENECA RESOURCES CORPORATION

Land Department Fax Number: (713) 654-2659

FAX COVER SHEET

TO: Lillie Gamble 512-475-1543	
FROM: Jeanette Rossi	DEPARTMENT: Land
DATE: 1-25-96	NUMBER OF PAGES (Including this page) 2
RE: Robert Moore 1A-H D.O.	
MESSAGE: Per our conversation, a corrected interest for State of Texas. Should be .0214055, NOT .2140550	

If you do not receive this document in its entirety,
please contact the following individual as soon as possible:

Joy Trapolino
Name

Phone: (713) 654-2646

****

CONFIDENTIALITY NOTE

THE INFORMATION ACCOMPANYING THIS FACSIMILE TRANSMISSION CONTAINS INFORMATION FROM SENECA RESOURCES CORPORATION, WHICH IS CONFIDENTIAL AND/OR PRIVILEGED. THE INFORMATION IS INTENDED TO BE FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ON THIS TRANSMISSION SHEET. IF YOU ARE NOT THE INTENDED RECIPIENT, BE AWARE THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR USE OF THE CONTENTS OF THIS FACSIMILE INFORMATION IS PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY THE SENDER BY TELEPHONE SO THAT WE CAN ARRANGE FOR THE RETRIEVAL OF THE ORIGINAL DOCUMENTS AT NO COST TO YOU.

****

EVMTTESC-FAX

OWNER NO	CREDIT TO	DIVISION OF INTEREST	DECIMAL INTEREST	TYPE
3501	State of Texas Commissioner of the General Land Office 1700 N. Congress Avenue Austin, Texas 78701	22.5% of 37.33/960, plus 20% of 60.75/960, or	0.0214055	RI
8683	Frederick A. Fleming, Jr. 3600 Montrose, #601 Houston, Texas 77006 [redacted]	3/16 of 1/6 of 366.85/960, plus 3/16 of 1/18 of 366.85/960, less 1/6 of 2/64 of 366.85/960, less 1/18 of 2/64 of 366.85/960, less 1/6 of 200/3,465 of 1/8 of 366.85/960, or	0.0128091	RI
8684	Robert S. Fleming 2002 Highland Hills Sugarland, Texas 77478-4361 [redacted]	3/16 of 1/6 of 366.85/960, plus 3/16 of 1/18 of 366.85/960, less 1/6 of 2/64 of 366.85/960, less 1/18 of 2/64 of 366.85/960, less 1/6 of 200/3,465 of 1/8 of 366.85/960, or	0.0128091	RI
8689	Joan Hohlt Wich 3115 Ferndale Houston, Texas 77098 [redacted]	3/16 of 1/6 of 366.85/960, plus 3/16 of 1/12 of 366.85/960, less 1/6 of 2/64 of 366.85/960, less 1/12 of 2/64 of 366.85/960, less 1/4 of 200/3,465 of 1/8 of 366.85/960, or	0.0142379	RI

TOTAL P.02
73%
P.02
713 654 2659
JAN-25-1996 15:57

(13) M9509Z
Fax from Seneca
(correction to
Diversion of Interest
1-25-96

Return each W-1 with plat and applicable fee. Make a check or money order payable to the State Treasurer of Texas.

Address to:
Railroad Commission of Texas
Oil and Gas Division, Drilling Permits
P. O. Box 12967
Austin, Texas 78711-2967

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Application for Permit to Drill, Deepen, Plug Back, or Re-Enter

File a copy of W-1 and plat in RRC District Office. Read instructions on Back.

Rush Unit 10-12-95 M-95092

Form W-1
Rev. 3/93

EFFECTIVE SEPT. 1, 1991, PERMIT APPLICATION FEE WILL VARY ACCORDING TO THE TOTAL DEPTH SHOWN IN ITEM NO. 9 BELOW.
0-2000' - $100, 2001' - 4000' - $125
4001' - 9000' - $150 9001' or deeper - $200

Purpose of filing (mark appropriate boxes):
☐ Drill ☐ Deepen (below casing) ☐ Deepen (within casing) ☒ Plug Back ☐ Re-Enter
☒ Horizontal ☐ Directional Well ☐ Sidetrack ☐ Amended Permit (enter permit no. at right & explain fully in Remarks)

Enter here, if assigned: API No. 42-041-30527 Permit No. 437052

1. Operator's Name (exactly as shown on Form P-5, Organization Report): Seneca Resources Corporation
3. RRC Operator No.: 767060
4. RRC District No.: 03
5. County of Well Site: Brazos & Burleson
Rule 37 Case No.:

2. Address (including city and zip code): 333 Clay St., Suite 4150, Houston, TX 77002
037370
6. Lease Name (32 spaces maximum): Robert Moore Unit
7. RRC Lease/ID No.:
8. Well No.: 1 AH
9. Total Depth: 12,134' TVD

10. Location
• Section ____ Block ____ Survey SL: Jas. D. Millican TL#1: P. Singleton TL#2: Walter Sutherland Abstract No. A-41 A-56 A-55
• This well is to be located 5.4 miles in a SW direction from Millican, TX which is the nearest town in the county of the well site.

11. Distance from proposed location to nearest lease or unit line: 470 ft.
12. Number of contiguous acres in lease, pooled unit, or unitized tract: 1536.49 (OUTLINE ON PLAT.)

Robert Hunter 6/19/95 Patricia A. Rygg

13. FIELD NAME (Exactly as shown on RRC proration schedule). List all established and wildcat zones of anticipated completion. Attach additional Form W-1's as needed to list these zones. One zone per line. 34773550	14. Completion depth	15. Spacing pattern (ft.)	16. Density pattern (acres)	17. Number of acres in drilling unit for this well. OUTLINE ON PLAT.	18. Is this acreage assigned to another well on this lease & in this reservoir? If so, explain in Remarks.	19. Distance from proposed location to nearest applied for, permitted, or completed well, this lease & reservoir. (ft.)	20. Oil, gas, or other type well (Specify)	21. No. of applied for, permitted, or completed locations (including this one) on lease in this reservoir. OIL	GAS
Giddings (Austin Chalk-Gas)	11,430'	467-1200	160/80	1536.49	No	N/A	gas	0	1
			Corr C						

22. Perpendicular surface location from two nearest designated lines:
• Lease/Unit 2338' FEL & 3447' FSWL
• Survey/Section 2291' FNL & 15101' FEL of Jas D. Millican A-41 Burleson County

If a directional well, show also projected bottom-hole location:
TL#1 • Lease/Unit 470' FSWL & 470' FSEL
• Survey/Section 8350' FNWL & 550' FSE (river) L. P. Singleton A-56 Burleson County

23. Is this a pooled unit? Yes ☒ (Attach Form P-12 and certified plat.) No ☐
24. Is Item 17 less than Item 16 (substandard acreage for any field applied for)? Yes ☐ (Attach Form W-1A) No ☒

RECEIVED RRC O&G JUN 19 1995 AUSTIN, TEXAS

25. Is this wellbore subject to Statewide Rule 36 (hydrogen sulfide area)? Yes ☐ No ☒ If subject to Rule 36, is Form H-9 filed? Yes ☐ No ☐ If not filed, explain in Remarks.

26. Do you have the right to develop the minerals under any right-of-way that crosses, or is contiguous to, this tract? Yes ☒ No ☐
If not, and if the well requires a Rule 37 or 38 exception, see Instructions for Rule 37. Attached

I certify that information stated in this application is true and complete, to the best of my knowledge.
Patricia A. Rygg /Patricia A. Rygg, Agent
Signature Name and title of operator's representative
Date: 6/19/95 (713) 654-2600 (Operator)
mo. day yr. Tel.: Area Code Number 512-266-3066 (Agent)

Remarks TL#2: 470' FNL & 1480' FNWL (and 4600' FEL) of lease 2857' FSL & 11956' FEL of W. Sutherland A-55, Brazos County. completion from Clay, N.E. (Edwards Lime 12220) Fld. (ID#095199); bert Moore #1 12/91 PB recompletion in Austin Chalk under Permit 413-not yet documented. SL & Penetration the same.

• RRC Use Only •
Rec# 23723 213028 JUN 1995 437052

Instructions to Form W-1

NOTICE: Review Statewide Rule 5, *Application to Drill, Deepen, Reenter, or Plug Back*, paragraph (c) for eligibility of an organization to file a W-1 application.

A. IMPORTANT: Do not begin drilling operations on any location until you receive a drilling permit from the Commission, and the waiting-clause period, if specified in the permit, has ended.

B. **Organization Report.** Before this application can be processed, a **Form P-5,** Organization Report, showing the exact operator name used on Form W-1, must be on file with the Commission in Austin.

C. **Fee.** With each W-1 application or materially amended W-1 application, the applicant must submit the applicable fee to the Commission in Austin. A check or money order must be made payable to the State Treasurer of Texas. This fee is nonrefundable. An application will be considered materially amended if the amendment requires the issuance of a new permit. A materially amended application includes an application in which an additional field or a change in location or field is sought for a previously permitted well. However, if a new application and/or permit becomes necessary because of Commission action, the fee may be waived.

D. **Surface casing.** Before the Commission will assign an allowable to a well, the operator must set and cement sufficient surface casing to protect all usable-quality water strata, as defined by the Texas Water Commission. Before drilling a well where Commission rules do not specify surface casing requirements, the operator must obtain a letter from the Department stating the protection depth. Write: TWC, Surface Casing, P. O. Box 13087, Capitol Station, Austin, Texas 78711-3087.

E. **What to file.** File Form W-1, a plat and the applicable fee in the Commission's Austin office. Send a copy of the W-1 and plat to the RRC District Office that serves the county of the proposed well site.

F. **Plat.** Each W-1 must be accompanied by a neat, accurate plat of the lease or unit which clearly shows the following:

For a REGULAR location (where the proposed site conforms to Commission rules)

- Drilling unit boundary for the proposed location and proration unit boundaries for each producing well on this lease or unit which is completed in the same field. Show the acreage contained in each unit. For Commission purposes, lease or unit acreage must be contiguous unless an exception to Statewide Rule 39 is granted. If a Rule 39 exception has previously been granted for the lease or unit, **attach a copy of the RRC approval.**
- Surface location of the proposed site. If the well is to be directionally drilled, show also the projected bottom-hole location.
- Perpendicular distance to nearest intersecting: (a) lease/unit lines and (b) survey/section lines. To avoid confusion, distinguish between the two sets of lines.
- Distance to nearest applied for, permitted, or completed well on this lease or unit in the same field.
- Section, block, or lot.
- Northerly direction.
- Scale. Where the size of the lease or unit will allow, use a scale of 1" = 1,000'. If it is not practical to show the entire lease or unit on the plat, attach a second plat, drawn to a scale no smaller than 1" = 2,000', to show the entire lease or unit in relation to the patent survey. Enter on Form W-1 (Item 12) the acreage for the entire lease or unit.
- On a pooled unit, outline the entire lease or unit as well as the individual tracts listed on Form P-12, Certificate of Pooling Authority.

For a RULE 37 or RULE 38 Exception (where spacing or acreage is less than prescribed by rule)

- A **certified** plat of the entire lease or unit which includes the information described above; and
- A list of the names and addresses of all offsetting operators or unleased mineral interest owners of each tract which is contiguous to the drill site tract. If you do not have the right to develop the minerals under any right-of-way that crosses, or is contiguous to, this tract, and if the well requires a Rule 37 or 38 exception, list also the name and address of the person who has this right. The list should refer to the plat clearly so as to enable the Commission to readily identify each tract and its operator or mineral owner.

  NOTE: If you penetrate a Rule 37 or 38 zone in which you do not propose to complete at this time, you will not necessarily be allowed to use the existence of this wellbore as justification for an exception to complete this wellbore in such zone in the future.

G. **Specific Items.**

Item 13. **Field name.** Use only field designations, including reservoir, approved by the Commission (not proposed field names). Enter "Wildcat" if the reservoir has no RRC field designation and give the total projected depth under "Completion Depth." If the well is to be drilled in a multi-pay area, list all established and wildcat zones for which a completion is proposed. If necessary, attach additional Form W-1's to list these zones.

Item 15. **Spacing pattern.** If the proposed location of the well is in a field with special field rules, enter the appropriate spacing pattern. If there are no field rules in effect, Statewide Rule 37 spacing applies. Rule 37 requires wells to be spaced at least 467 feet from lease lines and 1,200 feet from other wells completed in the same reservoir and on the same lease, with one well to each 40 acres. However, if the proposed location is in RRC Districts 7B, 9, or in McCulloch County (District 7C), and in a field with no special field rules adopted, a district (or county regular) rule will apply, with special spacing and depth controls for wells drilled to 5,000 feet or above.

Item 16. **Density pattern.** If the proposed location is in a field with special field rules, enter the appropriate density pattern. If there are no field rules in effect, Statewide Rules 37 and 38 apply, allowing one well to each 40 acres. However, if the proposed location is in RRC Districts 7B, 9, or in McCulloch County (District 7C), and in a field with no special field rules adopted, the special spacing and depth controls in Rule 38(b) govern density.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Corrected Amended Form G-1 10/30/81
Rev. 6/12/78

API No. if Available

7. RRC District: 3

8. RRC Identification Number

GAS WELL BACK PRESSURE TEST
COMPLETION OR RECOMPLETION REPORT AND LOG

1. FIELD NAME (as per RRC Records or Wildcat) (2220) Clay, NE (Edwards Lime, ~~Gas~~)

2. LEASE NAME: ROBERT MOORE

9. Well Number: 1

3. OPERATOR: DALECO RESOURCES

10. County: BRAZOS

4. ADDRESS: 4550 Post Oak Pl. Dr. #218, Houston, Texas 77027

11. Purpose of Test: Initial Potential XX; Retest ☐; Reclass ☐

5. LOCATION (Section, Block, and Survey): James D. Millican A-41

5b. Distance and Direction from nearest town in this county: None

6. If Operator has changed within last 60 days - Give former Operator: No

12. If Workover or Reclass, give former Field (with Reservoir) & Gas ID or Oil Lease #.

FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - O Gas - G	WELL #

14. Completion or Recompletion Date: 10-20-80

13. Pipe Line Connection

15. List of Offset Operators Notified and Date of Notification: None

Any Condensate on hand at time of Workover or Recompletion? ☐ Yes X No

16. Type of Electric or other Log Run: DUL-IND-SFL COMP-NEU-FORM-DENSITY

Section I — GAS MEASUREMENT DATA

Date of Test: 10-8-80

Gas Measurement Method (Check One): Orifice Meter XX; Positive Choke ☐; Orifice Vent Meter ☐; Pitot Tube ☐; Critical-flow Prover ☐

Gas produced during test: 1768 MCF

Run No.	Line Size	Orifice or Choke Size	24 Hr. Coeff. Orif or Choke	Static P_m or Choke Press	Diff. h_w	Flow Temp. °F	Temp. Factor F_{tf}	Gravity Factor F_g	Compress Factor F_{pv}	Volume MCF/DAY
1	2.900	1.250	10082.50	595	30.00	93	0.9697	0.9291	1.057	1283
2	2.900	1.250	10082.50	595	27.50	89	0.9732	0.9291	1.061	1237
3	2.900	1.250	10082.50	599	24.00	82	0.9795	0.9291	1.062	1168
4	2.900	1.250	10082.50	599	21.00	82	0.9795	0.9291	1.062	1093

Section II — FIELD DATA AND PRESSURE CALCULATIONS

Gravity (Dry Gas)	Gravity Liquid Hydrocarbon	Gas-Liquid Hydro Ratio	Gravity of Mixture	Avg. Shut-In Temp.	Bottom Hole Temp.
0.695	54.6 Deg. API	1,221,905 CF Bbl	G_{mix} = 0.697	179 °F	283 °F @ 12271 (Depth)

$D_{eff}^{8/3}$ = 10.029 | $\sqrt{T_f}$ = $\sqrt{642}$ = 25.34 | $\sqrt{GL}$ = $\sqrt{8552.54}$ = 92.48

$C = \frac{1118 \times (D_{eff})^{8/3}}{\sqrt{T}}$ = 1118 x 10.029 / 25.34 = 442.52 | $\frac{\sqrt{GL}}{C}$ = 92.48 / 442.52 = .2090

Run No.	Time of Run Min.	Choke Size	Wellhead Press P_w PSIA	Wellhead Flow Temp. °F	P_w^2 (Thousands)	R	R^2 (Thousands)	P_f	P_w/P_f
Shut-In	24 HRS.		4135	74					
1	1680	12/64	1907	80	3637	268.1	71.9	1926	0.9901
2	120	10/64	1955	80	3822	258.5	66.8	1972	0.9914
3	150	8/64	2068	80	4277	244.1	59.6	2082	0.9933
4	60	ADJ.	2191	80	4800	228.4	52.2	2203	0.9946

Run No.	F	K	$S = \frac{1}{z}$	E^{ks}	P_f and P_s	P_f^2 and P_s^2	$P_f^2 - P_s^2$	Angle of Slope
Shut-In		0.2509	1.0363	1.2969	5363	28762		θ = 45°
1	0.9951	0.2485	1.1946	1.3456	2592	6718	22044	n = 1.000
2	0.9957	0.2487	1.1946	1.3459	2654	7044	21718	Absolute Open Flow
3	0.9967	0.2489	1.1946	1.3463	2803	7857	20905	1700 MCF/DAY
4	0.9973	0.2491	1.1925	1.3459	2965	8791	19971	

An inclination survey has been run in accordance with Statewide Rule 11 and the results are available upon request. Maximum horizontal displacement was _____ feet at a measured depth of _____ feet.

See Attached
Signature of Authorized Representative

Fesco Inc.
Name of Company Conducting Survey

I have knowledge that the cementing operations, as reflected by the information found on the reverse side of this form, were performed as indicated by such information.

See Attached
Signature of Cementer or Authorized Representative

Halliburton Services
Name of Cementing Company

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.

Robert W Arrendell — REPRESENTATIVE OF COMPANY

Production Mgr. — TITLE

5/20/81 — DATE

Phone 713/840-8171 — A/C NUMBER

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

17. Type of Completion: New Well [X] Deepening [ ] Plug Back [ ] Other [ ]

18. Permit to Drill, Plug Back or Deepen — DATE: 6-20-80 — PERMIT NO: 084854

Rule 37 Exception: ----- — CASE NO

Water Injection Permit: ----- — PERMIT NO

Salt Water Disposal Permit: ----- — PERMIT NO

Other — PERMIT

19. Notice of Intention to Drill this Well was filed in Name of: Daleco Resources

20. Number of Producing Wells on this Lease in This Field (Reservoir) including this Well: None

21. Total Number of Acres in this Lease: 328

22. Date Plug Back, Deepening, Work Over or Drilling Operations: Commenced: 6-18-80 — Completed: 10-20-80

23. Distance to Nearest Well, Same Lease & Reservoir: None

24. Location of Well, Relative to Nearest Lease Boundaries of Lease on which this Well is Located: 2148 Feet From FNL Line And 2326 Feet From FNWL Line of the Lease

25. Elevation (DF, RKB, RT, GR, ETC): 203

26. Was Directional Survey Made Other Than Inclination (Form W-12)? [ ] Yes [X] No

27. Top of Pay: 12,290 — 28. Total Depth: 15,120 — 29. P. B. Depth: 12360

30. Surface Casing Determined by: Field Rules [ ] — Recommendation of T.D.W.R. [X] Dt. of Ltr. 6-26-80 — Railroad Commission (Special) [ ] Dt. of Ltr.

31. Is Well Multiple Completion? Yes [ ] No [X]

32. If Multiple Completion List All Reservoir Names (Completion in this Well) and Oil Lease or Gas ID No.

FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - O Gas - G	WELL #

33. Intervals Drilled by: Rotary Tools X — Cable Tools

34. Name of Drilling Contractor: Progress Drilling

35. Is Cementing Affidavit Attached? [X] Yes [ ] 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	--	4060'	----	1655 SXS H+ 8% Gel	9 7/8	Surf.	-----
7 5/8	---	12076	----	960	6 1/2	NA	

37. LINER RECORD

Size	Top	Bottom	Sacks Cement	Screen
---	-----	------	---	------
5"	11854	15120	680	-

38. TUBING RECORD

Size	Depth Set	Packer Set
2 3/8	12107	12107

39. Producing Interval (this completion) indicate Depth of Perforation or Open Hole

From		To		
From		To		
From	12248	To	12293	
From		To		

40. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.

Depth Interval	Amount and Kind of Material Used
12248 - 12293	10,000 Gallons HCL 15%

41. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)

Formations	Depth	Formations	Depth
Austin Chalk	11,415		
Edwards Lime	12,220		
Edwards Reef	12,365		

REMARKS: Combination string

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form G-1
Rev. 6/12/78

API No. Available

GAS WELL BACK PRESSURE TEST
COMPLETION OR RECOMPLETION REPORT AND LOG

7. RRC District: 3
8. RRC Identification Number:

1. FIELD NAME (as per RRC Records or Wildcat) (2220): Clay, NE (Edwards Lime ~~Gas~~)
2. LEASE NAME: ROBERT MOORE
9. Well Number: 1
3. OPERATOR: DALECO RESOURCES
10. County: BRAZOS
4. ADDRESS: 4550 Post Oak Pl. Dr. #218, Houston, Texas 77027
11. Purpose of Test: Initial Potential XX; Retest ☐; Recloss ☐
5. LOCATION (Section, Block, and Survey): James D. Millican A-41
5b. Distance and Direction from nearest town in this county.: None
6. If Operator has changed within last 60 days - Give former Operator.: No
12. If Workover or Reclass, give former Field (with Reservoir) & Gas ID or Oil Lease #.

FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - O Gas - G	WELL #

13. Pipe Line Connection:
14. Completion or Recompletion Date: 10-20-80
15. List of Offset Operators Notified and Date of Notification: None
Any Condensate on hand at time of Workover or Recompletion? ☐ Yes X No
16. Type of Electric or other Log Run.: DUL-IND-SFL; COMP-NEU-FORM-DENSITY

Section I — GAS MEASUREMENT DATA

Date of Test: 10-8-80
Gas Measurement Method (Check One): Orifice Meter XX; Positive Choke ☐; Orifice Vent Meter ☐; Pitot Tube ☐; Critical-flow Prover ☐
Gas produced during test: 1768 MCF

Run No.	Line Size	Orifice or Choke Size	24 Hr. Coeff. Orif or Choke	Static P_m or Choke Press	Diff. h_w	Flow Temp. °F	Temp. Factor F_{tf}	Gravity Factor F_g	Compress Factor F_{pv}	Volume MCF/DAY
1	2.900	1.250	10082.50	595	30.00	93	0.9697	0.9291	1.057	1283
2	2.900	1.250	10082.50	595	27.50	89	0.9732	0.9291	1.061	1237
3	2.900	1.250	10082.50	599	24.00	82	0.9795	0.9291	1.062	1168
4	2.900	1.250	10082.50	599	21.00	82	0.9795	0.9291	1.062	1093

Section II — FIELD DATA AND PRESSURE CALCULATIONS

Gravity (Dry Gas)	Gravity Liquid Hydrocarbon	Gas-Liquid Hydro Ratio	Gravity of Mixture	Avg. Shut-In Temp.	Bottom Hole Temp.
0.695	54.6 Deg. API	1,221,905 CF Bbl	G_{mix} = 0.697	179 °F	283 °F @ 12271 (Depth)

$D_{eff}^{8/3}$ = 10.029
$\sqrt{T_f} = \sqrt{642} = 25.34$
$\sqrt{GL} = \sqrt{8552.54} = 92.48$

$C = \frac{1118 \times (D_{eff})^{8/3}}{\sqrt{T}} = 1118 \times 10.029 / 25.34 = 442.52$
$\frac{\sqrt{GL}}{C} = 92.48 / 442.52 = .2090$

Run No.	Time of Run Min.	Choke Size	Wellhead Press P_w PSIA	Wellhead Flow Temp. °F	P_w^2 (Thousands)	R	R^2 (Thousands)	P_l	P_w/P_l
Shut-In	24 HRS.		4135	74					
1	1680	12/64	1907	80	3637	268.1	71.9	1926	0.9901
2	120	10/64	1955	80	3822	258.5	66.8	1972	0.9914
3	150	8/64	2068	80	4277	244.1	59.6	2082	0.9933
4	60	ADJ.	2191	80	4800	228.4	52.2	2203	0.9946

Run No.	F	K	$S = \frac{1}{n}$	E^{ks}	P_l and P_s	P_l^2 and P_s^2	$P_l^2 - P_s^2$
Shut-In		0.2509	1.0363	1.2969	5363	28762	
1	0.9951	0.2485	1.1946	1.3456	2592	6718	22044
2	0.9957	0.2487	1.1946	1.3459	2654	7044	21718
3	0.9967	0.2489	1.1946	1.3463	2803	7857	20905
4	0.9973	0.2491	1.1925	1.3459	2965	8791	19971

Angle of Slope
θ = 45°
n = 1.000
Absolute Open Flow
1700 MCF/DAY

An inclination survey has been run in accordance with Statewide Rule 11 and the results are available upon request. Maximum horizontal displacement was _____ feet at a measured depth of _____ feet.

See Attached
Signature of Authorized Representative

Fesco Inc.
Name of Company Conducting Survey

I have knowledge that the cementing operations, as reflected by the information found on the reverse side of this form, were performed as indicated by such information.

See Attached
Signature of Cementer or Authorized Representative

Halliburton Services
Name of Cementing Company

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.

Robert W Brundrett — REPRESENTATIVE OF COMPANY
Production Mgr. — TITLE
5/20/81 — DATE
Phone 713/840-8171 — A/C NUMBER

SECTION III — DATA ON WELL COMPLETION AND LOG (Not Required Here)

7. Type of Completion: New Well [X] Deepening [ ] Plug Back [ ] Other [ ]

8. Notice of Intention to Drill this Well was filed in Name of: Daleco Resources

9. Number of Producing Wells on this Lease in This Field (Reservoir) including this Well: None

21. Total Number of Acres in this Lease: 328

22. Date Plug Back, Deepening, Work Over or Drilling Operations: Commenced 6-18-80; Completed 10-20-80

23. Distance to Nearest Well, Same Lease & Reservoir: None

24. Location of Well, Relative to Nearest Lease Boundaries of Lease on which this Well is Located: 2148 Feet From FNL Line And 2326 Feet From FNWL Line of the Lease

25. Elevation (DF, RKB, RT, GR, ETC): 203

26. Was Directional Survey Made Other Than Inclination (Form W-12)? [ ] Yes [X] No

27. Top of Pay: 11,451

28. Total Depth: 15,120

29. P. B. Depth:

30. Surface Casing Determined by: Field Rules [ ] Recommendation of T.D.W.R. [X] Dt. of Ltr. 6-26-80; Railroad Commission (Special) [ ] Dt. of Ltr.

31. Is Well Multiple Completion? Yes [ ] No [X]

32. If Multiple Completion List All Reservoir Names (Completion in this Well) and Oil Lease or Gas ID No.

FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - O Gas - G	WELL #

33. Intervals Drilled by: Rotary Tools X; Cable Tools

34. Name of Drilling Contractor: Progress Drilling

35. Is Cementing Affidavit Attached? [X] Yes [ ] 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 VO cu. ft.
10 3/4	--	4060'	----	1655 SXS H+ 8% Gel	9 7/8	Surf.	-----
7 5/8	---	12076	----	960	6 1/2	NA	

37. LINER RECORD

Size	Top	Bottom	Sacks Cement	Screen
---	-----	------	---	------
5"	11854	15120	680	-

38. TUBING RECORD

Size	Depth Set	Packer Set
2 3/8	12107	12107

39. Producing Interval (this completion) indicate Depth of Perforation or Open Hole

From 12248 To 12293

40. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.

Depth Interval	Amount and Kind of Material Used
12248 - 12293	10,000 Gallons HCL 15%

41. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS

Formations	Depth	Formations	Depth
Austin Chalk	11,415		
Edwards Lime	12,220		
Edwards Reef	12,365		

REMARKS: Combination string

GAS WELL

BACK PRESSURE CURVE

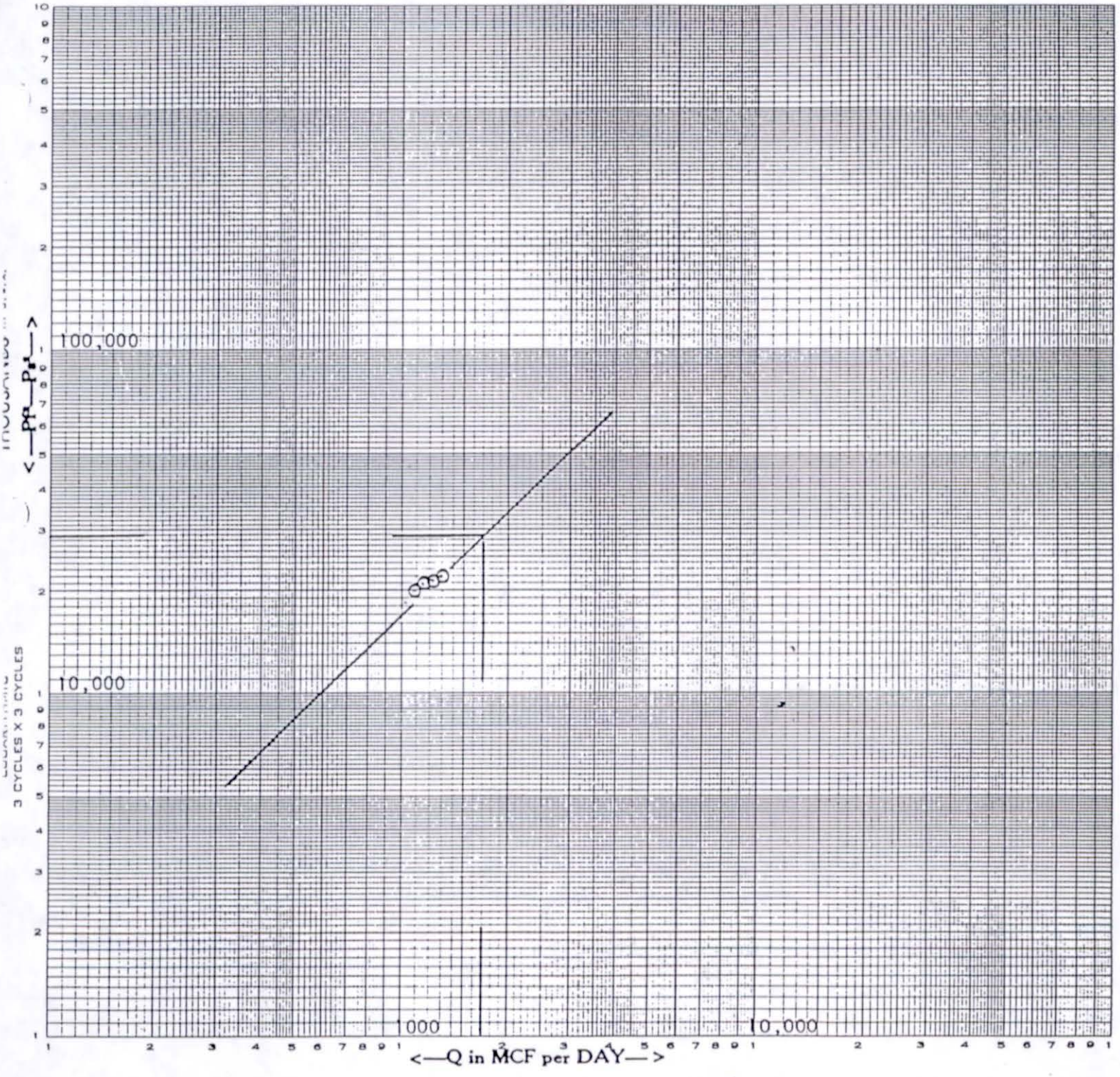
County BRAZOS Field

Operator DALECO RESOURCES

Lease ROBERT MOORE Well No. 1

Volume 1700 MCF/24 hr.

Date Tested 10-8-80



3 CYCLES X 3 CYCLES

Θ = 45° n = 1.000

FESCO, Inc.

RAILROAD COMMISSION OF TEXAS
L AND GAS DIVISION

Form G-5
Rev. 12/11/75

GAS WELL CLASSIFICATION REPORT

1. FIELD NAME (as per RRC Records) Clay, NE (Edwards Lime, ~~Gas~~) (12220)	2. LEASE NAME ROBERT MOORE
3. OPERATOR DALECO RESOURCES	7. RRC District 3
4. ADDRESS 4550 Post Oak Pl. Dr. # 218, Houston, Texas	8. RRC Identification Number
5. LOCATION (Section, Block, and Survey)	9. Well Number 1
6. Pipeline Connection or Use of Gas	10. County BRAZOS
	11. Utilized for
	12. Acres Allocated to this Well

Section I	PRODUCTION TEST AT RATE ELECTED BY OPERATOR		(Data on 24-hour basis)
A. Gas Volume	1283 (MCF)	E. Casing Pressure	SEALED (PSI)
B. Oil or Condensate Volume	1.05 (BBLS.)	F. Color of Liquid	LT. STRAW
C. Gas/Liquid-Hydrocarbon Ratio	1,221,905 (CF/BBL.)	G. Gravity of Liquid	54.6 °API
D. Flowing Tubing Pressure	1907 (PSI) A	H. Specific Gravity of the Gas (AIR = 1)	.695

Section II	POTENTIAL TEST DATA		
A. Absolute Open Flow	1700 (MCF/DAY)	C. Shut-In Wellhead Pressure	4135 (PSI) A
B. Date of Test	10-8-80	D. Length of Time Well Shut-In Prior to Test	24HRS.

Section III — A.S.T.M. DISTILLATION OF LIQUID SAMPLE

Distillation Test is required only on Gas Wells producing with a Gas-Liquid Ratio of less than 100,000 Cubic Feet per Barrel.

DATE LIQUID SAMPLE OBTAINED:

PER CENT OVER	TEMPERATURE (DEG. F.)
I.B.R.	
10	
20	
30	NOT REQUIRED.
40	
50	
60	
70	
80	
90	
95	
E.P.	

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.

Gerald Morgan
SIGNATURE

OCTOBER 20, 1980
DATE

FESCO, INC. - MANAGER
TITLE

AREA CODE AND TELEPHONE NUMBER 512 526-4644

(1) Appl. for permit - well 1-AH, Completion report, gas well classification report - back pressure curve. 12-10-97.

A-4209 M-95092

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form G-1
Rev. 6/12/78

GAS WELL BACK PRESSURE TEST
COMPLETION OR RECOMPLETION REPORT AND LOG

API No. if Available

7. RRC District: 3
8. RRC Identification Number:

1. FIELD NAME (as per RRC Records or Wildcat) (12120): Clay, NE (Edwards Lime Gas)
2. LEASE NAME: Jessie Moore
9. Well Number: 4
3. OPERATOR: Daleco Resources
10. County: Burleson
4. ADDRESS: 4550 Post Oak Pl. Dr. #218, Houston, TX 77027
11. Purpose of Test: Initial Potential [X] Retest [ ] Reclass [ ]
5. LOCATION (Section, Block, and Survey): P. Singleton A-56
5b. Distance and Direction from nearest town in this county: 2 miles east of Clay, Texas
6. If Operator has changed within last 60 days - Give former Operator.
12. If Workover or Reclass, give former Field (with Reservoir) & Gas ID or Oil Lease #.

FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - G Gas - G	WELL #

13. Pipe Line Connection
14. Completion or Recompletion Date: 3-15-81
15. List of Offset Operators Notified and Date of Notification
Any Condensate on hand at time of Workover or Recompletion? [ ] Yes [ ] No
16. Type of Electric or other Log Run: IND-SFL-SONIC

Section I — GAS MEASUREMENT DATA

Date of Test: 3-1-81
Gas Measurement Method (Check One): Orifice Meter [XX] Positive Choke [ ] Orifice Vent Meter [ ] Pitot Tube [ ] Critical-flow Prover [ ]
Gas produced during test: 650 MCF

Run No.	Line Size	Orifice or Choke Size	24 Hr. Coeff. Orif or Choke	Static P_m or Choke Press	Diff. h_w	Flow Temp. °F	Temp. Factor F_{tf}	Gravity Factor F_g	Compress Factor F_{pv}	Volume MCF/DAY
1	2.900	1.750	21011.78	585	29.00	88	0.9741	0.9305	1.057	2622
2	2.900	1.750	21011.78	745	18.50	88	0.9741	0.9305	1.079	2413
3	2.900	1.750	21011.78	745	13.00	78	0.9831	0.9305	1.084	2050
4	2.900	1.750	21011.78	736	8.00	75	0.9859	0.9305	1.075	1590

Section II — FIELD DATA AND PRESSURE CALCULATIONS

Gravity (Dry Gas)	Gravity Liquid Hydrocarbon	Gas-Liquid Hydro Ratio	Gravity of Mixture	Avg. Shut-In Temp.	Bottom Hole Temp.
0.693	53.9 Deg. API	447,440 CF/Bbl	G_{mix} = 0.699	171 °F	268 °F @ 12154 (Depth)

$D_{eff}^{8/3} = 10.806$

$\sqrt{T_f} = \sqrt{634} = 25.18$

$\sqrt{GL} = \sqrt{8495.65} = 92.17$

$C = \frac{1118 \times (D_{eff})^{8/3}}{\sqrt{T}} = 1118 \times 10.806/25.18 = 479.80$

$\frac{\sqrt{GL}}{C} = 92.17/479.80 = .1921$

Run No.	Time of Run Min.	Choke Size	Wellhead Press P_w PSIA	Wellhead Flow Temp. °F	P_w^2 (Thousands)	R	R^2 (Thousands)	P_1	P_w/P_1
Shut-In	24hrs		3061	74					
1	165	18/64	1651	80	2726	503.7	253.7	1726	0.9565
2	90	16/64	1818	80	3305	463.5	214.9	1876	0.9691
3	105	14/64	1988	80	3952	393.8	155.1	2027	0.9808
4	45	12/64	2122	80	4503	305.4	93.3	2144	0.9897

Run No.	F	K	$S = \frac{1}{z}$	E^{ks}	P_f and P_s	P_f^2 and P_s^2	$P_f^2 - P_s^2$
Shut-In		0.2554	1.1406	1.3336	4082	16663	11313
1	0.9784	0.2458	1.1903	1.3399	2313	5350	10277
2	0.9846	0.2474	1.2034	1.3468	2527	6386	9177
3	0.9904	0.2488	1.2056	1.3498	2736	7486	8276
4	0.9949	0.2499	1.2034	1.3508	2896	8387	

Angle of Slope
θ = 45°
n = 1.000
Absolute Open Flow
3800 MCF/DAY

An inclination survey has been run in accordance with Statewide Rule 11 and the results are available upon request. Maximum horizontal displacement was _____ feet at a measured depth of _____ feet.

See attached

Signature of Authorized Representative

Name of Company Conducting Survey

I have knowledge that the cementing operations, as reflected by the information found on the reverse side of this form, were performed as indicated by such information.

See attached

Halliburton Services

Signature of Cementer or Authorized Representative

Name of Cementing Company

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.

G.G. Ellis	Chief Engineer	8-24-81	Phone 713 840-8171
REPRESENTATIVE OF COMPANY	TITLE	DATE	A/C NUMBER

SECTION III D ON WELL COMPLETION AND LOG (Not Requ ...on Retest)

17. Type of Completion: New Well [X] Deepening [ ] Plug Back [ ] Other [ ]

18. Permit to Drill, Plug Back or Deepen — DATE 12/12/80 — PERMIT NO. 102166
Rule 37 Exception — CASE NO.
Water Injection Permit — PERMIT NO.
Salt Water Disposal Permit — PERMIT NO.
Other — PERMIT NO.

19. Notice of Intention to Drill this Well was filed in Name of: Daleco Resources

20. Number of Producing Wells on this Lease in This Field (Reservoir) including this Well: 2

21. Total Number of Acres in this Lease: 2,747

22. Date Plug Back, Deepening, Work Over or Drilling Operations: Commenced 12-21-80 Completed 1-29-81

23. Distance to Nearest Well, Same Lease & Reservoir: 12,750 SW

24. Location of Well, Relative to Nearest Lease Boundaries of Lease on which this Well is Located: 1000 Feet From FNWL Line And 21050 Feet From FSWL Line of the Moore Lease

25. Elevation (DF, RKB, RT, GR, ETC): 204'

26. Was Directional Survey Made Other Than Inclination (Form W-12)? [ ] Yes [ ] No

27. Top of Pay: 12140
28. Total Depth: 12,479
29. P. B. Depth: 12,245
30. Surface Casing Determined by: Field Rules [ ] Recommendation of T.D.W.R. [X] Dt. of Ltr. 12-12-80 Railroad Commission (Special) [ ] Dt. of Ltr.

31. Is Well Multiple Completion? Yes [ ] No [X]

32. If Multiple Completion List All Reservoir Names (Completion in this Well) and Oil Lease or Gas ID No.

FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - O Gas - G	WELL #

33. Intervals Drilled by: Rotary Tools X Cable Tools

34. Name of Drilling Contractor: Culver Drilling

35. Is Cementing Affidavit Attached? [X] Yes [ ] 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	-	3956	---	1660HLC+H	14-3/4	Surf	3060
7	29,26	12,479		980 HLTD	9-7/8		1577

37. LINER RECORD

Size	Top	Bottom	Sacks Cement	Screen

38. TUBING RECORD

Size	Depth Set	Packer Set
2-7/8	12041'	12041'

39. Producing Interval (this completion) indicate Depth of Performance or Open Hole

From	12140	To	12168
From	12190	To	12196
From	12200	To	12220
From		To	

40. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.

Depth Interval	Amount and Kind of Material Used
12140- 12220	Acidize 10,000 gals 15% HCL

41. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS

Formations	Depth	Formations	Depth
Austin Chalk	11325	Edwards Reef	12265
Georgetown	12008		
Edwards Lime	12112		

REMARKS

GAS WELL

BACK PRESSURE CURVE

RECEIVED APR 1 2 1982

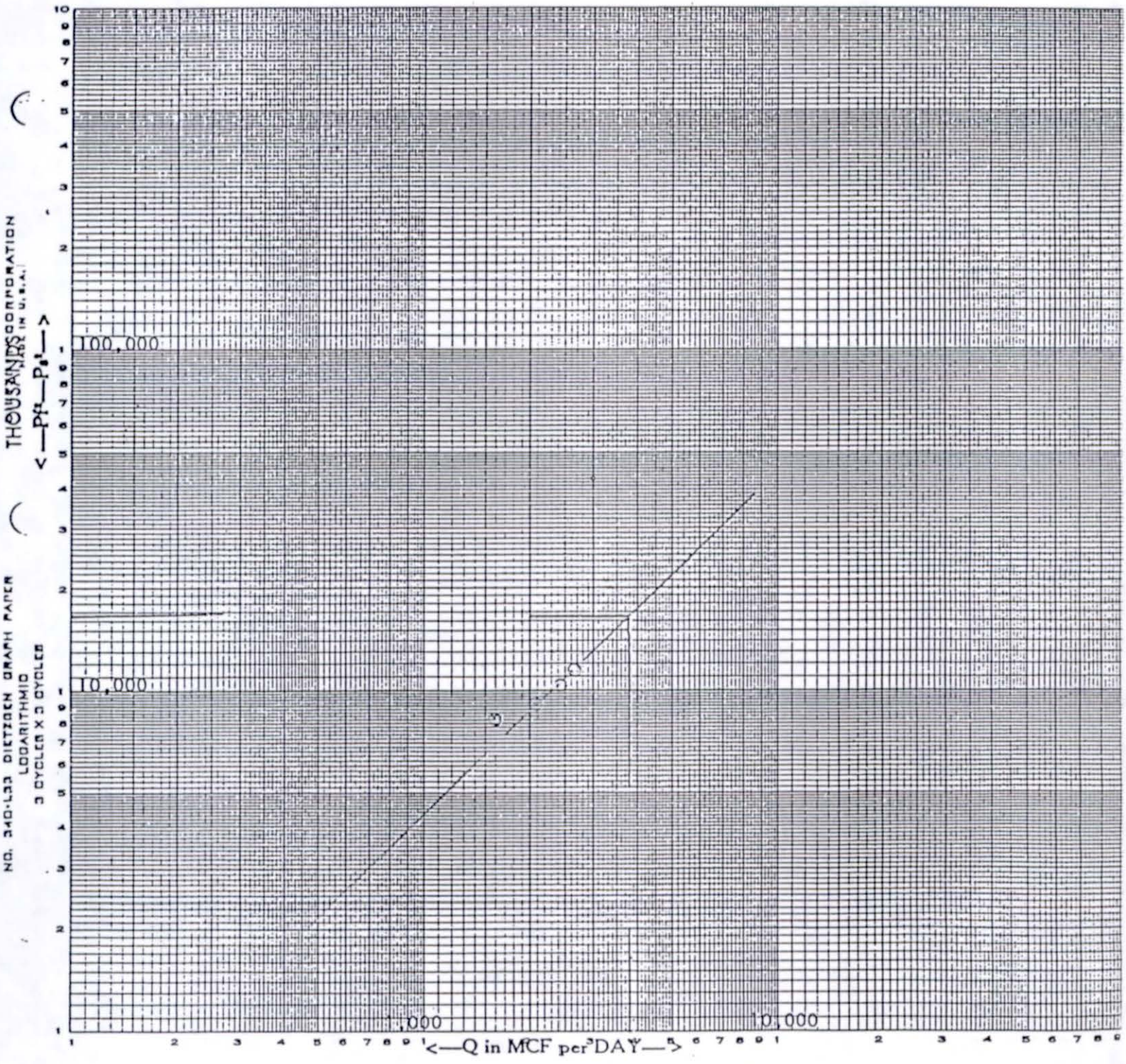
County GRIMES Field

Operator DALECO RESOURCES

Lease JESSIE MOORE Well No. 4

Volume 3800 MCF/24 hr.

Date Tested 3-1-81



THOUSANDS

NO. 340-L33 DIETZGEN GRAPH PAPER
LOGARITHMIC
3 CYCLES X 3 CYCLES

Θ = 45° n = 1.000

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form G-5
Rev. 12/11/75

GAS WELL CLASSIFICATION REPORT

1. FIELD NAME (as per RRC Records): Clay, NE (Edwards Lime Gas)
2. LEASE NAME: JESSIE MOORE
3. OPERATOR: DALECO RESOURCES
4. ADDRESS: 4550 Post Oak Pl. Dr. #218, Houston, TX 77027
5. LOCATION (Section, Block, and Survey): P. Singleton A-56
6. Pipeline Connection / Use of Gas: Clajon Gas Company
7. RRC District: 3
8. RRC Identification Number:
9. Well Number: 4
10. County: GRIMES
11. Utilized for: Gas well
12. Acres Allocated to this Well: 2,747

Section I — PRODUCTION TEST AT RATE ELECTED BY OPERATOR (Data on 24-hour basis)

A. Gas Volume	2622 (MCF)	E. Casing Pressure	SEALED (PSI)
B. Oil or Condensate Volume	5.86 (BBLS.)	F. Color of Liquid	LT. STRAW
C. Gas/Liquid-Hydrocarbon Ratio	447,440 (CF/BBL.)	G. Gravity of Liquid	53.9 °API
D. Flowing Tubing Pressure	1651 (PSI) A	H. Specific Gravity of the Gas (AIR = 1)	.693

Section II — POTENTIAL TEST DATA

A. Absolute Open Flow	3800 (MCF/DAY)	C. Shut-In Wellhead Pressure	3061 (PSI) A
B. Date of Test	3-1-81	D. Length of Time Well Shut-In Prior to Test	24 HRS.

Section III — A.S.T.M. DISTILLATION OF LIQUID SAMPLE 3-1-81

Distillation Test is required only on Gas Wells producing with a Gas-Liquid Ratio of less than 100,000 Cubic Feet per Barrel.

DATE LIQUID SAMPLE OBTAINED:

PER CENT OVER	TEMPERATURE (DEG. F.)
I.B.R.	
10	
20	
30	
40	
50	NOT REQUIRED
60	
70	
80	
90	
95	
E.P.	

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.

Karl Goldapp Peggy Reed
SIGNATURE

MARCH 9, 1981
DATE

FESCO, Inc. - MANAGER
TITLE

AREA CODE AND
TELEPHONE NUMBER (713) 775-1825

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION
[PRINTED FORM]

[DISTRICT 03]

[ ] RETEST]

FORM G-10
Eff. 11/14/77
GAS WELL STATUS REPORT

Operator DALECO RESOURCES
Address 4550 POST OAK PLACE DRIVE SUITE 218
HOUSTON, TEXAS 77027

Test Period NEW WELL
Due Date

Page
Effective Date 2/16/82

* FIELD NAME / LEASE NAME	RRC IDENT. NO. / WELL NUMBER	PRODUCING WELLS: DATE TESTED Mo./Day/Yr	DAILY PRODUCING RATE: GAS	CONDENSATE	WATER GAS/COND.	PRESSURE PSIA#	POTENTIAL BHP	NON-PRODUCING WELLS: SHUT IN @ (Date Required)	EXCEPTION SWR 14B (Expiration Date)	INJECTION	SALT WATER DISPOSAL	PLUGGED & ABANDONED
CLAY, NE (EDWARDS LIME, 12120) JESSE B MOORE	95898	2/24/82	1050 MCF	5.0 BBLS	9 BBLS	3061 SIWH	MCF/DAY					
	4		.693 Spec.Grav.	53.9 Grav. °API	210 MCF/Bbl	2500 Flowing	PSIA	SIWH PSIA				
			MCF	BBLS	BBLS	SIWH	MCF/DAY					
			Spec.Grav.	Grav. °API	MCF/Bbl	Flowing	PSIA	SIWH PSIA				
			MCF	BBLS	BBLS	SIWH	MCF/DAY					
			Spec.Grav.	Grav. °API	MCF/Bbl	Flowing	PSIA	SIWH PSIA				
			MCF	BBLS	BBLS	SIWH	MCF/DAY					
			Spec.Grav.	Grav. °API	MCF/Bbl	Flowing	PSIA	SIWH PSIA				
			MCF	BBLS	BBLS	SIWH	MCF/DAY					
			Spec.Grav.	Grav. °API	MCF/Bbl	Flowing	PSIA	SIWH PSIA				
			MCF	BBLS	BBLS	SIWH	MCF/DAY					
			Spec.Grav.	Grav. °API	MCF/Bbl	Flowing	PSIA	SIWH PSIA				
			MCF	BBLS	BBLS	SIWH	MCF/DAY					
			Spec.Grav.	Grav. °API	MCF/Bbl	Flowing	PSIA	SIWH PSIA				

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

X ADDITIONAL SPECIAL TEST REQUIREMENT

@ 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.

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.

SENT TO RRC 3/16/82

GGELLS — 3/16/82
Signature — Date

CHIEF ENGINEER — 713-840-8171
Title — Telephone

(15) 111-95092
Completion papers on well #. 1-7-98

DOPREAT / QH / sns

0SW0 / 026450 / 0062639

(KEEP THIS COPY FOR YOUR RECORDS)

DIVISION ORDER

MF-95092

To: Plains Marketing, L.P.
P.O. Box 4648
Houston, TX 77210-4648

Owner Number
0062639

Property Number:
01 062397

Property Name:	ROBERT MOORE UNIT #1AH	Date:	07/13/2000
Operator:	CRAWFORD ENERGY OPERATING CO	Property Descr:	SEE EXHIBIT 'A'
County and State:	BRAZOS, TX	Effective 7 A.M.:	06/01/2000
Production:	OIL / CONDENSATE (GAS)	Decimal Interest:	0.02140600
		Type of Interest:	RI ROYALTY INTEREST

Owner Name and Address:	[Correspondence Address]	[Remittance Address]
	COMMISSIONER GENERAL LD OFFICE	COMMISSIONER GENERAL LD OFFICE
	STATE OF TEXAS MF-085491	STATE OF TEXAS MF-085491
	1700 NORTH CONGRESS AVENUE	1700 NORTH CONGRESS AVENUE
	AUSTIN, TX 78701	AUSTIN, TX 78701

The undersigned severally and not jointly certifies the ownership of their decimal interest in production or proceeds as described above payable by Plains Marketing, L.P. (hereinafter called "Payor").

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to reimburse Payor any amount attributable to an interest to which the undersigned is not entitled. Unless otherwise required by law, Payor shall not be required to pay interest on payments withheld due to a title dispute or adverse claim.

Payments of less than $25.00 may be accrued before disbursement until the total amount equals $25.00 or more, or until December 31 of each year, whichever occurs first.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

The undersigned will be paid in accordance with the division of interests set out above. As to oil and/or condensate, the Payor shall pay all parties at the price agreed to by the operator for oil and/or condensate to be sold pursuant to this division order. Payor shall compute quantity and make corrections for gravity and temperature and make deductions for impurities. As to gas, the undersigned will be paid in accordance with the division of interest set forth herein. The Payor will pay all parties for their respective interest in the gas proceeds paid to Payor by the operator for disbursement at the price and upon the terms agreed to by the operator for the gas marketed by the operator. Payor is a disbursement service provider only and does not purchase the gas nor take title to the gas. The operator is responsible for marketing gas produced from the property described in the attached property description. Payor does not assume any obligations of the lessee or operator under any oil and gas lease, gas sales contract or other agreement to which Payor is not a party.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Special Clauses/Requirements: If applicable, see Exhibit 'A'.

Owner Social Security # or Taxpayer ID #: [redacted]

Owner Daytime Telephone #: _____

Owner FAX #: _____

Owner Signature: _____

Signature of two Witnesses/Attest _____

_____

OWNER #: 0062639

FEDERAL LAW REQUIRES YOU TO FURNISH YOUR SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUMBER. FAILURE TO COMPLY WILL RESULT IN 31% TAX WITHHOLDING AND WILL NOT BE REFUNDABLE BY PAYOR.

DOPRBAT / QH / sns
000629006503

(KEEP THIS COPY FOR YOUR RECORDS)

EXHIBIT 'A'

PROPERTY NUMBER: 01 062397

OWNER: 0062639

OWNER	NAME/ADDRESS	SSN/TIN	INTEREST	TYPE	PAY ST	EFFECTIVE	CLAUSES	REQUIREMENTS
0062639	COMMISSIONER GENERAL LD OFFICE STATE OF TEXAS MF-085491 1700 NORTH CONGRESS AVENUE AUSTIN, TX 78701	[redacted]	0.02140600	RI	53	06/01/2000	N/A	N/A

LEGAL DESCRIPTION

960 Acres described in that certain Designation of Unit dated effective July 1, 1995 recorded in Volume 2423, Page 299, Official Records, Brazos County, Texas LIMITED HOWEVER, to the Austin Chalk formation as found between 11,070 and 11,650 feet as shown on the Dual Induction SFL Log of the Seneca Resources Wilkins No. 5 Well, Brazos County, Texas.

Texas General
Land Office

David Dewhurst
Commissioner

September 25, 2000

PLAINS MARKETING, LP
ATTN DIVISION ORDER DEPARTMENT
P O BOX 4648
HOUSTON TX 77210-4648

Re: Property Name: ROBERT MOORE UNIT #1AH
Mineral File No. MF-095092
Property Number: 01 062397

Dear Sir or Madam:

We have received the division order submitted by your company for the above-referenced lease and added it to our files. Please be sure to reference this mineral file number in all future royalty payments, reports and correspondence concerning the lease.

The payment of royalties to the State of Texas is set by statute. As the execution of the division order may in some cases affect the payments of such royalties, it is not the policy of this office to execute them. Insofar as allowed by law, the Texas General Land Office is acquiescent in the sale of oil and gas under the terms and conditions set out in the lease.

If you should have any questions, please feel free to call me at (512) 463-6916.

Sincerely,

Marc A. Fuentes

Marc A. Fuentes
Accounts Examiner IV
Royalty and Revenue Processing
Energy Resources

Stephen F. Austin Building

1700 North
Congress Avenue

Austin, Texas
78701-1495

512-463-5001

(16) S.F. 95092

Comments re: Division Order

From: 9-25-95

Date:

Texas General
Land Office

David Dewhurst
Commissioner

COPY

December 18, 2000

Mr. Jon Pruet
John F. Hafner & Associates
P.O. Box 513
Katy, Texas 77492

RE: Assignment filing

Dear Mr. Pruet:

The General Land Office received the following instruments on October 24, 2000, and has filed them in MF095092, MF096288, MF096403, MF096404, MF096580 and MF097059.

Assignment of Oil and Gas Lease (100%) with an execution date of May 31, 2000, from Seneca Resources, as Assignor, to Matagorda Operating Company, as Assignee, recorded in Brazos, Burleson and Washington counties, Texas.

Assignment of Oil and Gas Lease (75%) with an execution date of May 31, 2000, from Matagorda Operating Company, as Assignor, to Crawford Energy, Inc. (25%), Ed A. Smith (25%) and Thomas J. Hughes (25%), as Assignees, recorded in Brazos, Burleson and Washington counties, Texas.

Assignment of Oil and Gas Lease (40% of 25%) with an execution date of June 16, 2000, from Matagorda Operating Company, as Assignor, to AEH Energy, L.L.C., as Assignee, recorded in Brazos, Burleson and Washington counties, Texas.

Filing fees of $900.00 were received in connection with the above assignments. If you have any questions, please feel free to call me at (800) 998-4GLO, or at my direct number at (512) 475-2230.

Sincerely,

Jim Baumgardner, CPL
Landman
Energy Resources

Mailing
Post Office Box 12873
Austin, Texas
78711-2873

Street
Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701-1495

512.463.5001
1.800.998.4GLO
www.glo.state.tx.us

John F. Hafner & Associates

Petroleum Landmen

Post Office Box 513
Katy, Texas 77492
(281) 391-7445
Fax (281) 391-8188

5506 Third Street
Katy, Texas 77493-2462

October 20, 2000

The General Land Office
Stephen F. Austin Bldg.
Suite 720
1700 N. Congress Avenue
Austin, TX 78701

RE: Crawford Energy Inc.'s Purchase of Producing Properties
From Seneca Resources Corp.
Brazos, Burleson and Washington Counties, Texas

Gentlemen

Further to my letter dated June 29, 2000, Crawford Energy Inc. et al purchased the interest of Seneca Resources in NE Clay Field effective April 1, 2000.The closing date was May 31, 2000. Due to certain internal requirements of the purchasing partners, Seneca conveyed 100% of their interest to Matagorda Operating Company. In one assignment Matagorda conveyed 75% of its interest to Crawford Energy, Inc., Ed A Smith and Thomas J Hughes (25% each). Matagorda later assigned 10% of its interest to AEH Energy, LLC. The effective date of all assignments is April 1, 2000.

State Leases M-95092, M-97059, M-96580, M-96403, M-96288 and M-96404 where the State Leases assigned in the aforementioned assignments and I enclosed certified copies of all referenced assignments for Brazos, Burleson and Washington Counties.

I understand that your office requires a processing fee for each assignment. I do not know if you will consider this transaction as one assignment from Seneca to the current owners or several assignments. Therefore I thought I would provide you with the assignments and, after your review; you could advise me of the amount of the fee. Should you have any questions, please call me at 1-800-464-4140.

Thank you for your attention to this request

Yours truly,

Jon Pruet

ENERGY RESOURCES
00 OCT 23 AM 10: 34
RECEIVED
10.42.01

5019.0027
Clay Field Unit

FACSIMILE

Texas General Land Office • David Dewhurst • Commissioner

To:	MR. JON PRUET	**From:**	JIM BAUMGARDNER
Company:	JOHN F. HAFNER & ASSOC.	**Date:**	November 28, 2000
Fax:	281.391.8188	**Sender's Fax:**	512.475.1543
Phone:	281.391.7445	**Sender's Phone:**	512.475.2230
Re:	Crawford Energy/ Seneca Resources Purchase	**Pages:**	1

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☒ **Please Reply** ☐ **Please Recycle**

Notes:

Jon:

I just wanted to follow up on our telephone conversation of October 26th. The General Land Office has not yet received the $800 in filing fees that we discussed.

Please let me know when we can expect those fees. Please be advised that until the fees have been collected, the filing with the General land Office is incomplete.

Please call me if you have any comments or questions.

Thanks.

Jim Baumgardner

Jim Baumgardner, CPL

The information in this facsimile is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please notify us immediately by telephone and return the original message to us at the address below via the U.S. Postal Service.

RECEIVED
00 DEC 18 6:45
ENERGY RESOURCES

CRAWFORD ENERGY OPERATING CO.

Texas General Land Office

5019.2027	Seneca Purchase Filing Fee	12/15/2000	900.00

RM 1832

01017897

ATTN: Jim Baumgardner

129

00.91.21

Checking

Filing Fee

900.00

- Checked for MF #'s ✓
- Entered in database: 3181
- Problem file? Y ___ N ✓
- Acknowlegement letter sent ___

0717079

PARTIAL ASSIGNMENT, CONVEYANCE AND BILL OF SALE

0304138270

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF BRAZOS, BURLESON AND WASHINGTON §
§

Matagorda Operating Company ("Assignor"), 675 Bering Drive, Suite 850, Houston, Texas, 77041, for adequate consideration, the receipt and sufficiency of which is acknowledged, does hereby sell, assign, transfer, convey and deliver unto Crawford Energy, Inc., whose address is 770 S. Post Oak Lane, Suite 610, Houston, Texas, 77056, Ed A. Smith, whose address is 1021 Main Street, Suite 1400, Houston, Texas, 77002, and Thomas J. Hughes, whose address is 1021 Main Street, Suite 1400, Houston, Texas, 77002 (collectively "Assignee"), in equal undivided one-third (1/3) shares (or 25% each), an undivided seventy-five percent (75%) of all of Assignor's rights, title and interests in and to the following described property and interests (collectively the "Properties"):

0001515

1. The oil, gas and mineral leases and the operating rights, working interests, overriding royalty interests, rights of assignment and reassignment, payments out of production, and interests and rights to explore for and produce oil, gas or other minerals which are described in Exhibit "A" to this Assignment (the "Leases");

2. All rights and interests in or derived from unit agreements, orders and decisions of state and federal regulatory authorities establishing or relating to units, unit operating agreements, enhanced recovery and injection agreements, gas purchase agreements, farmout and farmin agreements (and any leasehold interest, working interest, royalty interest, or other interest acquired or reserved), assignments of operating rights, working interests and subleases, all other contracts, agreements, leases, licenses, permits, easements, servitudes, notes and orders in any way relating to the Leases and the operations conducted or to be conducted on the Leases, or the production, treatment, sale or disposal of hydrocarbons or water produced relating to any of the leases;

3. All wells (including, but not limited to those described on Exhibit "B" attached hereto), personal property, fixtures (including, without limitation, plants and pipelines), real estate, equipment, and improvements located on or otherwise pertaining to the Leases of lands pooled or unitized with the Leases or used or obtained in connection with the Leases or with their operation or maintenance, or with the production, treatment, sale, or disposal of hydrocarbons or water produced; and

4. All other rights and interests in, to or under or derived from the leases, even though not properly described in Exhibit "A" or Exhibit "B".

TO HAVE AND TO HOLD all of the Properties to Assignee, subject to and in accordance with all terms and provisions of the Leases, contracts and agreements.

To the extent of the interest herein assigned, Assignee covenants and agrees with Assignor to execute and file with the appropriate governmental agency or agencies having jurisdiction of the premises herein assigned, all such documents and instruments as may be requested by Assignor to evidence the change of operator of the subject wells located on leases described herein to Assignee, and Assignee further agrees to execute and obtain all such bonds as may be required by law in order to effectuate such change of operator to Assignee. To the extent of the interest herein assigned, Assignee shall comply with and hereby assumes all express and implied covenants and obligations contained in the leases, and in the agreements, assignments and instruments which are applicable to the interests herein assigned, including the obligation

A CERTIFIED COPY issued JUN 01 2000
Barb Rothermel, County Clerk
Washington County, TX ___ Deputy

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
I hereby certify, on 10-13-2000 AD

County Clerk
Brazos County, Texas

to plug and abandon any well described herein at Assignee's sole cost and expense. To the extent of the interest herein assigned, Assignee, at its sole cost and expense, agrees to indemnify, defend and save Assignor harmless from and against any and all claims for damages, whether to person or property, arising after the Effective Date hereof, made by any person or concern by reason or failure of assignee to comply with any such covenants and obligations as herein provided, or by reason of, or on account of, or in any way associated with any operations conducted after the Effective Date hereof on the Leases or the Properties.

TO THE EXTENT THAT THE INTERESTS ASSIGNED INCLUDE INTERESTS IN PERSONAL PROPERTY, MOVABLE PROPERTY, AND FIXTURES, THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EITHER STATUTORY, EXPRESS OR IMPLIED, AND SPECIFICALLY WITHOUT WARRANTY AS TO THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OF THE INTERESTS AND PERSONAL PROPERTY AND FIXTURES ARE ASSIGNED AND ACCEPTED ON A "WHERE IS" AND "AS IS" BASIS. ASSIGNOR EXPRESSLY WAIVES ANY STATUTORY WARRANTY OF FITNESS FOR INTENDED PURPOSES OR GUARANTY AGAINST HIDDEN OR LATENT DEFECTS AND ACKNOWLEDGES THIS EXPRESS WAIVER SHALL BE CONSIDERED A MATERIAL AND INTEGRAL PART OF THIS ASSIGNMENT, SALE, AND THE CONSIDERATION AND ACKNOWLEDGES THAT THIS WAIVER HAS BEEN BROUGHT TO THE ATTENTION OF ASSIGNEE, EXPLAINED IN DETAIL, AND ASSIGNEE HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THIS WAIVER OF WARRANTY OF FITNESS AND/OR WARRANTY AGAINST DEFECTS OF THE INTERESTS AND ASSETS.

Except as provided for herein, this Assignment is made by Assignor and accepted by Assignee without any covenant, representation, or warranty of title, statutory or otherwise, express or implied, even as to return of the purchase price. The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

This Assignment is effective for all purposes as of 7:00 a.m., April 1, 2000 (the "Effective Date").

ASSIGNOR:

MATAGORDA OPERATING COMPANY

Charles Cheatham

Charles Cheatham, President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on May 31st, 2000, by Charles Cheatham, President of Matagorda Operating Company, a Texas corporation, on behalf of said corporation.

By: Charles A. Cornish

Notary Public in and for
The State of TEXAS
Name Printed Charles A. Cornish
Commission Expires 6-2-2001

CHARLES A. CORNISH NOTARY PUBLIC STATE OF TEXAS EXPIRES 6-2-2001

A CERTIFIED COPY issued JUN 01 2000
Barbara Rothermel, County Clerk
Washington County, TX Deputy

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
I hereby certify, on 10-13-2000 AD

County Clerk
Brazos County, Texas

10-24-09

EXHIBIT "A"

Attached to and made a part of that certain Partial Assignement, Conveyance and Bill of sale from ; Matagorda Operating Company, as Assignor, to Crawford Energy, Inc., et al., as Assignees, effective April 1, 2000.

LEASE #	LEASE NAME	LESSEE	LEASE DATE	RECORDING DATA VOLUME	PAGE	COUNTY	STATE
00101662	TERRELL, WM. J., IND. EXEC	R. S. SHAWELL	02/06/1978	30	312	BRAZOS	TEXAS
00101664	MOORE, ROBT, IND & TRUSTEE	R. S. SHAWELL	07/20/1977	27	353	BRAZOS	TEXAS
00101665	MOORE, HARRY H., ET UX	R. S. SHAWELL	07/15/1977	27	356	BRAZOS	TEXAS
00101665 B	KNEELAND, MARIE S., ET AL	UNION PACIFIC RESOURCES COMPANY	12/21/1994	2329	253	BRAZOS	TEXAS
00101666 A	TERRELL, WM. J., IND EXEC	R. S. SHAWELL	02/06/1978	30	302	BRAZOS	TEXAS
00101666 B	TERRELL, MARY S.	R. S. SHAWELL	02/06/1978	30	441	BRAZOS	TEXAS
00101666 C	TERRELL, WILLIAM J.	R. S. SHAWELL	02/06/1978	30	307	BRAZOS	TEXAS
00101758	LEVY, CLARA BELLE	NAPECO INC.	06/01/1978	24	506	BURLESON	TEXAS
	INSOFAR AND ONLY INSOFAR as said lease 00101758 covers and affects lands lying outside those lands pooled by the Yegua-Schawe Unit No. 1 a Designation of Unit for which is dated 8/20/93 and recorded at Volume 223, Page 671 of the Oil & Gas Lease Records of Burleson Co., Texas.						
00101759	DOBBINS, WILLIAM T.	DOV AMIR AND LOUIS ERLICH	05/25/1979	40	142	BURLESON	TEXAS
00101760	RUBENSTEIN, BEATRICE	NAPECO INC.	06/03/1978	24	511	BURLESON	TEXAS
00101762	WILKIN, MABEL, ET AL	NAPECO INC.	01/03/1979	24	499	BURLESON	TEXAS
00101805 A	SCHULTE, THOMAS ET UX	DOV AMIR AND LOUIS ERLICH	05/16/1983	455	155	WASHINGTON	TEXAS
00101805 B	FOREE, R.L.	DOV AMIR AND LOUIS ERLICH	05/16/1983	451	846	WASHINGTON	TEXAS
00101805 C	ELLISON, CORA, IND, EXEC	W. MARTIN BOSWORTH JR. TRUSTEE	08/19/1981	423	28	WASHINGTON	TEXAS
00101805 D	COOK, MARY JONES	DOV AMIR AND LOUIS ERLICH	09/29/1983	462	335	WASHINGTON	TEXAS
00101805 E	MARTIN, A.C.	DOV AMIR AND LOUIS ERLICH	05/27/1983	450	772	WASHINGTON	TEXAS
00101805 F	REAVES, RIVERS	DOV AMIR AND LOUIS ERLICH	05/11/1983	450	774	WASHINGTON	TEXAS
00101805 G	MUELLER, CYNTHIA, ET AL	DOV AMIR AND LOUIS ERLICH	08/05/1983	455	166	WASHINGTON	TEXAS
00101805 H	GREENFIELD, EDITH	DOV AMIR AND LOUIS ERLICH	04/28/1983	455	171	WASHINGTON	TEXAS
00101805 I	GREENFIELD, EDITH	DOV AMIR AND LOUIS ERLICH	10/20/1983	458	32	WASHINGTON	TEXAS
00101806 A	MOORE, JESSE B.	JACK D. BRIDGDON	11/07/1973	15	184	BURLESON	TEXAS
	INSOFAR AND ONLY INSOFAR as said lease 00101806 A covers and affects lands lying outside those lands pooled by the Jesse Moore Gas Unit No. 5-H, a Designation of Unit for which is dated 8/19/98 and recorded at Volume 254, Page 729 of the Oil & Gas Lease Records of Burleson Co., Texas, and SAVE AND EXCEPT those lands in the J.B. Chance Survey, A-9, lying southerly of the CC&SFRR Co.Railway ... Burleson Co., TX						
00101806 B	HAVARD, JACK E.	R. S. SHAWELL	03/28/1979	25	874	BURLESON	TEXAS
	INSOFAR AND ONLY INSOFAR as said lease 00101806 B covers and affects lands lying outside those lands pooled by the Jesse Moore Gas Unit No. 5-H, a Designation of Unit for which is dated 8/19/98 and recorded at Volume 254, Page 729 of the Oil & Gas Lease of Burleson Co., Texas						
00101956 A	PECORE, ELIZABETH HOHLT, ET AL	SENECA RESOURCES CORPORATION	08/22/1990	174	435	BURLESON	TEXAS
00101956 B	WICH, JOAN HOHLT	SENECA RESOURCES CORPORATION	08/22/1990	174	431	BURLESON	TEXAS
00101956 C	FLEMING, FREDERIC JR.	SENECA RESOURCES CORPORATION	08/22/1990	174	427	BURLESON	TEXAS
00101956 D	FLEMING, ROBERT S.	SENECA RESOURCES CORPORATION	08/22/1990	174	423	BURLESON	TEXAS
00101956 E	TRAAC COMPANY	SENECA RESOURCES CORPORATION	08/22/1990	174	439	BURLESON	TEXAS
00102045	STATE OF TEXAS - M-95092	SENECA RESOURCES CORPORATION	10/06/1992	169	315	BRAZOS	TEXAS
				209	883	BURLESON	TEXAS

STATE OF TEXAS
COUNTY OF BRAZOS
I, the undersigned, do hereby certify that this is a true and correct copy as the same appears on file and recorded in the official records of Brazos County, Texas.
10-13-2009
County Clerk
Brazos County, Texas

STATE OF TEXAS COUNTY COURT CLERK
A CERTIFIED COPY Issued JUN 01 2000
Beth Rotramel, County Clerk
Washington County, TX Deputy

0717079
0717000 0202830

00102047 A	FRANK T. FLEET, INC., ET AL	SENECA RESOURCES CORPORATION	01/01/1993	1724	225	BRAZOS	TEXAS
00102047 B	SCHWAB, MAUD F.	SENECA RESOURCES CORPORATION	01/15/1993	1724	233	BRAZOS	TEXAS
00102047 C	LOGAN, LOUISE A., ET AL	SENECA RESOURCES CORPORATION	01/15/1993	1724	230	BRAZOS	TEXAS
00102051	LOCKHART, ESTATE OF ERIN L.	UNION PACIFIC RESOURCES COMPANY	07/22/1992	207	261	BURLESON	TEXAS
00102059 A	WALKER, MILLS P.	ALICE M. REESE ESTATE	12/16/1977	29	625	BRAZOS	TEXAS
00102059 B	DOUGHERTY, JOHN B., ET AL	WILLIAM C. RICHARDSON JR.	02/15/1978	30	429	BRAZOS	TEXAS
00102059 C	LAWRENCE, JOHN M., III	WILLIAM C. RICHARDSON JR.	02/15/1978	30	433	BRAZOS	TEXAS

INSOFAR AND ONLY INSOFAR as said leases 00102059 A, B & C cover and affect lands outside those lands pooled by the following units:
1. Jr. Allen DL #1-H Unit, a Corrected Declaration of Pooled Unit for which dated 1/10/94 is recorded at Volume 2334, Page 83
2. Barnara #2 Unit, an Amended Pooling Agreement and Unit Designation for which is dated 3/16/94 and recorded at Volume 2113, Page 24
3. The Brannon #1H Unit, a Designation of Unit for which was filed for record on 12/22/94 at Volume 2288, Page 256
Recording references herein are made to the Official Public Records of Brazos County, Texas.

00102300 A	SHERMAN, ROBBIE MARILYN	SENECA RESOURCES CORPORATION	02/06/1995	792	330	WASHINGTON	TEXAS
00102300 AA	HARRIS, LINDA	SENECA RESOURCES CORPORATION	02/03/1995	792	281	WASHINGTON	TEXAS
00102300 AB	MASON, MOLLIE L.	SENECA RESOURCES CORPORATION	02/03/1995	792	279	WASHINGTON	TEXAS
00102300 AC	PROCTOR, DOROTHY ANN	SENECA RESOURCES CORPORATION	02/03/1995	792	277	WASHINGTON	TEXAS
00102300 AD	RILEY, EVELYN	SENECA RESOURCES CORPORATION	02/06/1995	792	274	WASHINGTON	TEXAS
00102300 AE	RUTHIE MAE DANIELS	SENECA RESOURCES CORPORATION	06/05/1995	795	465	WASHINGTON	TEXAS
00102300 AF	ELLISON, BOBBIE JEAN	SENECA RESOURCES CORPORATION	02/06/1995	795	445	WASHINGTON	TEXAS
00102300 AG	DREWERY, THERON E.	SENECA RESOURCES CORPORATION	03/19/1995	795	462	WASHINGTON	TEXAS
00102300 AH	WILSON, SHERRY MACK	SENECA RESOURCES CORPORATION	03/21/1995	795	459	WASHINGTON	TEXAS
00102300 AI	WILLIAMS, VIVIAN GRAYS	SENECA RESOURCES CORPORATION	05/23/1995	795	457	WASHINGTON	TEXAS
00102300 AJ	HAYES, AL	SENECA RESOURCES CORPORATION	05/23/1995	795	455	WASHINGTON	TEXAS
00102300 AK	WATSON, WYMIE GRAYS	SENECA RESOURCES CORPORATION	05/23/1995	795	453	WASHINGTON	TEXAS
00102300 AL	RAY, HATTIE HAYES	SENECA RESOURCES CORPORATION	06/07/1995	795	451	WASHINGTON	TEXAS
00102300 AM	HAYES, JOANNE MEREDITH	SENECA RESOURCES CORPORATION	06/07/1995	795	447	WASHINGTON	TEXAS
00102300 AN	DILWORTH, TONY L.	SENECA RESOURCES CORPORATION	02/06/1995	795	443	WASHINGTON	TEXAS
00102300 AO	STEPHENS, ERNEST	SENECA RESOURCES CORPORATION	06/05/1995	795	441	WASHINGTON	TEXAS
00102300 AP	HAYES, LARRY	SENECA RESOURCES CORPORATION	06/08/1995	795	439	WASHINGTON	TEXAS
00102300 AQ	HAYES, CAROLYN R.	SENECA RESOURCES CORPORATION	06/08/1995	795	437	WASHINGTON	TEXAS
00102300 AR	MATTIS, LUCILLE	SENECA RESOURCES CORPORATION	02/23/1995	795	434	WASHINGTON	TEXAS
00102300 AS	SHELTON, JOLEE	SENECA RESOURCES CORPORATION	05/23/1995	795	432	WASHINGTON	TEXAS
00102300 AT	MCVEA, ROBERT	SENECA RESOURCES CORPORATION	05/23/1995	795	430	WASHINGTON	TEXAS
00102300 AU	GILLESPIE, LESTER	SENECA RESOURCES CORPORATION	05/23/1995	795	428	WASHINGTON	TEXAS
00102300 AV	GRAYS, BOBBY JOE	SENECA RESOURCES CORPORATION	05/23/1995	795	395	WASHINGTON	TEXAS
00102300 AW	DREWERY, BILL	SENECA RESOURCES CORPORATION	03/19/1995	795	425	WASHINGTON	TEXAS
00102300 AX	HAYNES, ROBBIE M.	SENECA RESOURCES CORPORATION	05/09/1995	795	423	WASHINGTON	TEXAS
00102300 AY	HUBBARD, JAMES A.	SENECA RESOURCES CORPORATION	05/09/1995	795	421	WASHINGTON	TEXAS
00102300 AZ	HILL, LEOLA	SENECA RESOURCES CORPORATION	05/17/1995	795	417	WASHINGTON	TEXAS
00102300 B	DANIELS, LILLIAN MARIE	SENECA RESOURCES CORPORATION	05/08/1995	792	328	WASHINGTON	TEXAS
00102300 BA	BROWN, LULA EUNICE GRAYS	SENECA RESOURCES CORPORATION	05/23/1995	795	419	WASHINGTON	TEXAS
00102300 BB	ROSS, MELVIN	SENECA RESOURCES CORPORATION	05/04/1995	795	415	WASHINGTON	TEXAS
00102300 BC	RANDALL, DONNA M.	SENECA RESOURCES CORPORATION	05/09/1995	795	413	WASHINGTON	TEXAS
00102300 BD	STEPHENS, WAYNE	SENECA RESOURCES CORPORATION	05/29/1995	795	411	WASHINGTON	TEXAS
00102300 BE	STEPHENS, SEBRINA D.	SENECA RESOURCES CORPORATION	05/29/1995	795	409	WASHINGTON	TEXAS
00102300 BF	STEPHENS, TIMOTHY	SENECA RESOURCES CORPORATION	05/29/1995	795	407	WASHINGTON	TEXAS
00102300 BG	BELSER, RENITA	SENECA RESOURCES CORPORATION	05/29/1995	795	405	WASHINGTON	TEXAS
00102300 BH	HAYES, JAMES G.	SENECA RESOURCES CORPORATION	05/17/1995	795	403	WASHINGTON	TEXAS
00102300 BI	DIXON, CATHERINE	SENECA RESOURCES CORPORATION	05/09/1995	795	401	WASHINGTON	TEXAS
00102300 BJ	MOORE, CARRIE	SENECA RESOURCES CORPORATION	05/29/1995	795	399	WASHINGTON	TEXAS

STATE OF TEXAS
COUNTY OF BRAZOS
I hereby certify that this instrument is a true and correct copy as it appears on file and recorded in the official records of Brazos County, Texas.
Witness my hand and seal of office on Brazos County, Texas.
10-13-2000
County Clerk
Brazos County, Texas

A CERTIFIED COPY issued JUN 01 2000
Beth Rothermel, County Clerk
Washington County, TX [signature] Deputy

0170790 000148 03827

00102300 BK	HUBBARD, FANNIE V.	SENECA RESOURCES CORPORATION	05/18/1995	795	307	WASHINGTON	TEXAS
00102300 BL	HAYES, CHRISTOPHER E.	SENECA RESOURCES CORPORATION	05/07/1995	795	449	WASHINGTON	TEXAS
00102300 BM	KING, BOBBIE	SENECA RESOURCES CORPORATION	02/06/1995	792	285	WASHINGTON	TEXAS
00102300 C	DANIELS, SARAH	SENECA RESOURCES CORPORATION	05/09/1995	792	326	WASHINGTON	TEXAS
00102300 D	HAYES, JAMES PETER	SENECA RESOURCES CORPORATION	05/07/1995	792	324	WASHINGTON	TEXAS
00102300 E	HAYES, JIMMIE	SENECA RESOURCES CORPORATION	05/07/1995	792	322	WASHINGTON	TEXAS
00102300 F	DANIELS, JAMES G.	SENECA RESOURCES CORPORATION	05/09/1995	792	320	WASHINGTON	TEXAS
00102300 G	DANIELS, CHARLENE	SENECA RESOURCES CORPORATION	05/08/1995	792	318	WASHINGTON	TEXAS
00102300 H	DREWERY, CLAUDE B.	SENECA RESOURCES CORPORATION	03/19/1995	792	316	WASHINGTON	TEXAS
00102300 I	DAVIS, FAYE	SENECA RESOURCES CORPORATION	03/10/1995	792	314	WASHINGTON	TEXAS
00102300 J	JACKSON, SHIRLEY	SENECA RESOURCES CORPORATION	03/19/1995	792	312	WASHINGTON	TEXAS
00102300 K	WILSON, JOE E.	SENECA RESOURCES CORPORATION	02/21/1995	792	310	WASHINGTON	TEXAS
00102300 L	DREWERY, ROY	SENECA RESOURCES CORPORATION	03/19/1995	792	308	WASHINGTON	TEXAS
00102300 M	CLIFTON, EDWARD C.	SENECA RESOURCES CORPORATION	02/21/1995	792	305	WASHINGTON	TEXAS
00102300 N	JOHNSON, ELNORA	SENECA RESOURCES CORPORATION	02/03/1995	792	303	WASHINGTON	TEXAS
00102300 O	MCDANIEL, HOMER V.	SENECA RESOURCES CORPORATION	02/09/1995	792	301	WASHINGTON	TEXAS
00102300 P	CRUSS, CHARLES	SENECA RESOURCES CORPORATION	02/05/1995	792	299	WASHINGTON	TEXAS
00102300 Q	DICKEY, HELEN	SENECA RESOURCES CORPORATION	02/06/1995	792	297	WASHINGTON	TEXAS
00102300 R	GRAYS, LULA B.	SENECA RESOURCES CORPORATION	02/06/1995	792	295	WASHINGTON	TEXAS
00102300 S	PORCH, LOIS	SENECA RESOURCES CORPORATION	02/07/1995	792	293	WASHINGTON	TEXAS
00102300 T	WALTON, RUDELL	SENECA RESOURCES CORPORATION	02/06/1995	792	291	WASHINGTON	TEXAS
00102300 U	RILEY, MILDRED	SENECA RESOURCES CORPORATION	02/07/1995	792	289	WASHINGTON	TEXAS
00102300 V	WILSON, CHESTER	SENECA RESOURCES CORPORATION	02/03/1995	792	287	WASHINGTON	TEXAS
00102300 W	JACKSON, FLORENCE	SENECA RESOURCES CORPORATION	02/03/1995	792	283	WASHINGTON	TEXAS
00102300 X	GILLESPIE, WARDELL	SENECA RESOURCES CORPORATION	02/23/1995	792	332	WASHINGTON	TEXAS
00102300 Y	MITCHELL, LINDA	SENECA RESOURCES CORPORATION	02/23/1995	792	335	WASHINGTON	TEXAS
00102300 Z	WILSON, RUDELL	SENECA RESOURCES CORPORATION	03/19/1995	792	338	WASHINGTON	TEXAS
00102302 A	STEEN, AMULA	SENECA RESOURCES CORPORATION	05/15/1995	795	169	WASHINGTON	TEXAS
00102302 B	LEWIS, CAREY, SR.	SENECA RESOURCES CORPORATION	05/15/1995	795	202	WASHINGTON	TEXAS
00102302 C	FLEMING, L. A.	SENECA RESOURCES CORPORATION	05/15/1995	795	190	WASHINGTON	TEXAS
00102302 D	COOPER, ANDREW, JR.	SENECA RESOURCES CORPORATION	07/13/1995	795	165	WASHINGTON	TEXAS
00102302 E	QUINN, BERLINE MAXEY	SENECA RESOURCES CORPORATION	05/15/1995	795	167	WASHINGTON	TEXAS
00102302 F	HOUSTON, RUTH	SENECA RESOURCES CORPORATION	05/15/1995	795	172	WASHINGTON	TEXAS
00102302 G	LEWIS, WILLIAM	SENECA RESOURCES CORPORATION	05/15/1995	795	186	WASHINGTON	TEXAS
00102302 H	LEWIS, SAMUEL B.	SENECA RESOURCES CORPORATION	05/15/1995	795	174	WASHINGTON	TEXAS
00102302 I	MAXIE, IRVING	SENECA RESOURCES CORPORATION	05/16/1995	795	176	WASHINGTON	TEXAS
00102302 J	THOMPSON, JOSIE LEE MAXIE BERR	SENECA RESOURCES CORPORATION	05/15/1995	795	178	WASHINGTON	TEXAS
00102302 K	HARRIS, ELMO	SENECA RESOURCES CORPORATION	05/16/1995	795	180	WASHINGTON	TEXAS
00102302 L	MOSES, ADDIE MAE	SENECA RESOURCES CORPORATION	05/15/1995	795	182	WASHINGTON	TEXAS
00102302 M	LITTLE, GLORIA	SENECA RESOURCES CORPORATION	05/15/1995	795	184	WASHINGTON	TEXAS
00102302 N	PORTER, JOHN WESLEY	SENECA RESOURCES CORPORATION	05/16/1995	799	31	WASHINGTON	TEXAS
00102302 O	MAXEY, MELVIN	SENECA RESOURCES CORPORATION	05/01/1995	799	50	WASHINGTON	TEXAS
00102302 P	LINGREN, CONNEEN SANDERS	SENECA RESOURCES CORPORATION	05/01/1995	799	43	WASHINGTON	TEXAS
00102302 Q	HOUSTON, JUSTIN , JR.	SENECA RESOURCES CORPORATION	05/15/1995	799	45	WASHINGTON	TEXAS
00102302 R	RAY, HULDA	SENECA RESOURCES CORPORATION	05/15/1995	799	22	WASHINGTON	TEXAS
00102302 S	DOUGLAS, FREDNA	SENECA RESOURCES CORPORATION	07/13/1995	799	20	WASHINGTON	TEXAS
00102302 T	DURLEY, DENISE SUE	SENECA RESOURCES CORPORATION	05/01/1995	800	709	WASHINGTON	TEXAS
00102302 U	HOUSTON, LAWANA	SENECA RESOURCES CORPORATION	05/01/1995	800	698	WASHINGTON	TEXAS
00102302 V	DURLEY, LEANDER R.	SENECA RESOURCES CORPORATION	05/01/1995	800	706	WASHINGTON	TEXAS
00102302 W	DURLEY, MYRNA L.	SENECA RESOURCES CORPORATION	05/01/1995	800	702	WASHINGTON	TEXAS
00102303 A	LITTLE, MICHAEL	SENECA RESOURCES CORPORATION	06/23/1995	795	210	WASHINGTON	TEXAS
00102303 B	LITTLE, ROBERT J., JR.	SENECA RESOURCES CORPORATION	07/10/1995	795	212	WASHINGTON	TEXAS

I certify that this is a true and correct copy as
it appears recorded in the
Official Records
Brenham, Texas.
10-13-2000
Bobbie Kesselus, County Clerk
Washington County, Texas

A CERTIFIED COPY
JUN 01 2000
Beth Rothermel, County Clerk
Washington County, TX
Deputy

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00102303 C	LITTLE, PRESLEY	SENECA RESOURCES CORPORATION	06/28/1995	795	206	WASHINGTON	TEXAS
00102303 D	LITTLE, EPSTEIN, JR.	SENECA RESOURCES CORPORATION	06/28/1995	795	208	WASHINGTON	TEXAS
00102303 E	WHITE, T. BERTHA	SENECA RESOURCES CORPORATION	06/28/1995	795	188	WASHINGTON	TEXAS
00102303 F	LITTLE, GLORIA	SENECA RESOURCES CORPORATION	06/28/1995	795	192	WASHINGTON	TEXAS
00102303 G	HICKS, BOBBIE LEE	SENECA RESOURCES CORPORATION	07/10/1995	795	198	WASHINGTON	TEXAS
00102303 H	LITTLE, MARGARET	SENECA RESOURCES CORPORATION	06/28/1995	795	204	WASHINGTON	TEXAS
00102303 I	DEAVER, KIWANI NICOLE	SENECA RESOURCES CORPORATION	07/12/1995	795	194	WASHINGTON	TEXAS
00102303 J	PRICE, DEBORAH L.	SENECA RESOURCES CORPORATION	06/28/1995	795	196	WASHINGTON	TEXAS
00102303 K	DEAVER, MELVIN ROZAN	SENECA RESOURCES CORPORATION	07/13/1995	799	41	WASHINGTON	TEXAS

SAVE AND EXCEPT from Leases 00102303 A thru 00102303 K those lands pooled by the Sharp Unit #1, an Amendment and Ratification of Designation of Unit for which is recorded at Volume 826, Page 302 of the Official Records of Washington Co., Texas.

00102304 A	SCHULTE, THOMAS J., ET UX	J. KAY BUCHANAN, TRUSTEE	01/28/1993	693	708	WASHINGTON	TEXAS
00102304 B	MAHAN, WILLIE MAY	SENECA RESOURCES CORPORATION	06/20/1995	795	200	WASHINGTON	TEXAS
00102304 C	JONES, LANA JEANNETTE	SENECA RESOURCES CORPORATION	07/20/1995	799	35	WASHINGTON	TEXAS
00102304 D	LEE, LOIS	SENECA RESOURCES CORPORATION	07/25/1995	799	23	WASHINGTON	TEXAS
00102304 E	JONES, CATHERINE	SENECA RESOURCES CORPORATION	07/20/1995	799	25	WASHINGTON	TEXAS
00102304 F	JACKSON, ELIZABETH	SENECA RESOURCES CORPORATION	07/25/1995	799	39	WASHINGTON	TEXAS
00102304 G	POTTS, CLEMON HARDY	SENECA RESOURCES CORPORATION	07/25/1996	799	47	WASHINGTON	TEXAS
00102304 H	JONES, JACQUELINE	SENECA RESOURCES CORPORATION	07/20/1996	799	24	WASHINGTON	TEXAS
00102304 I	JONES, CHARLOTTE	SENECA RESOURCES CORPORATION	07/20/1995	800	696	WASHINGTON	TEXAS
00102304 J	BARNETT, PHYLLIS JONES	SENECA RESOURCES CORPORATION	07/13/1995	800	704	WASHINGTON	TEXAS
00102304 K	JONES, DOROTHY	SENECA RESOURCES CORPORATION	07/20/1995	800	700	WASHINGTON	TEXAS
00102304 L	FRAZIER, ALICE V.	SENECA RESOURCES CORPORATION	07/05/1995	795	214	WASHINGTON	TEXAS
00102304 M	QUARLES, CHESTER	SENECA RESOURCES CORPORATION	07/05/1995	805	802	WASHINGTON	TEXAS
00102304 N	QUARLES, SHERLEY V.	SENECA RESOURCES CORPORATION	07/05/1995	805	805	WASHINGTON	TEXAS
00102304 O	THOMAS, RICHARD T., SR.	SENECA RESOURCES CORPORATION	09/19/1995	805	380	WASHINGTON	TEXAS
00102304 P	POTTS, CHARLES	SENECA RESOURCES CORPORATION	07/25/1995	800	145	WASHINGTON	TEXAS
00102327	VICKERS, C. L., ET AL	TRINITY RESOURCES, INC.	10/04/1979	385	84	WASHINGTON	TEXAS
00102328 A	VICKERS, C. L. AND WIFE	CLAYTON W. WILLIAMS, JR.	11/15/1983	463	210	WASHINGTON	TEXAS
00102328 B	VICKERS, CLARENCE THOMAS	CLAYTON W. WILLIAMS, JR.	07/07/1984	480	353	WASHINGTON	TEXAS
00102330	MYERS, MARK DAVID ET UX	CLAYTON W. WILLIAMS, JR.	12/22/1994	463	210	WASHINGTON	TEXAS
00102331 A	WHITEFORD, SUSAN A. ETAL	CLAYTON W. WILLIAMS, JR.	02/23/1984	480	77	WASHINGTON	TEXAS
00102332	HUTCHINGS, WILLIAM ET UX TRUST	CLAYTON W. WILLIAMS, JR.	11/09/1983	480	396	WASHINGTON	TEXAS
00102333	THE STATE OF TEXAS NO. M-96288	CLAYTON WILLIAMS ENERGY, INC.	02/09/1995	774	726	WASHINGTON	TEXAS
00102335	STATE OF TEXAS M-96404	SENECA RESOURCES CORPORATION	04/04/1995	241	706	BURLESON	TEXAS
00102337	STATE OF TEXAS M-96403	SENECA RESOURCES CORPORATION	04/04/1995	241	714	BURLESON	TEXAS
00102342	HUTCHINGS, WILLIAM L. ETUX TR.	SENECA RESOURCES CORPORATION	01/05/1995	799	52	WASHINGTON	TEXAS
00102347 A	NEAL, SAMMIE L., ET AL	SENECA RESOURCES CORPORATION	07/31/1995	805	800	WASHINGTON	TEXAS
00102348 A	WHITEFORD FAMILY LTD PRTNRSHP	SENECA RESOURCES CORPORATION	10/20/1995	805	808	WASHINGTON	TEXAS
00102348 B	BRENHAM CEMETERY ASSOCIATION	BAKER EXPLORATION COMPANY	12/28/1993	720	301	WASHINGTON	TEXAS
00102349	STATE OF TEXAS NO. M-96580	SENECA RESOURCES CORPORATION	06/06/1995	2443	15	BRAZOS	TEXAS
				245	575	BURLESON	TEXAS
00102453	STATE OF TEXAS NO. M-97059	SENECA RESOURCES CORPORATION	01/02/1996	2591	167	BRAZOS	TEXAS

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 10-13-2000

County Clerk
Brazos County, Texas

A CERTIFIED COPY Issued JUN 01 2000
Bob Richmond, County Clerk
Washington County, TX
Deputy

Matagorda Ex A & B.xls

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EXHIBIT "B"

Attached to and made a part of that certain Partial Assignement, Conveyance and Bill of sale from Matagorda Operating Company, as Assignor, to Crawford Energy, Inc., et al., as Assignees, effective April 1, 2000.

Property Name	BEFORE PAYOUT WI	NRI	ORRI	RI	AFTER PAYOUT WI	NRI	ORRI	RI
HUTCHINGS #1-H	0.773855	0.582177						
JESSE MOORE #10-H	0.573632	0.446844	0.014623	0.036475				
JESSE MOORE #11-H	0.975000	0.780438	0.029335					
M P WALKER #2-H	0.875000	0.635000	0.014583		0.843800	0.623600	0.000000	(400%)
M P WALKER #3-H	0.875000	0.645102	0.007432		0.859000	0.640000	0.000000	(400%)
MCFARLANE-MOORE UN. #1	0.850000	0.571256						
R MOORE ESTATE #6-H	1.000000	0.750000						
R MOORE ESTATE #7-H	0.977182	0.766259	0.012243					
R MOORE ESTATE UNIT #5-H	0.942909	0.734124						
R MOORE UNIT #1A-H	0.977182	0.748597						
R T MOORE EST #4-H	1.000000	0.770421						
RUBENSTEIN #1-H	0.962200	0.794814						
SCHULTE UNIT #3-H	0.850000	0.662013						
WILKINS #1-U	1.000000	0.718750	0.073333					
WILKINS #4	1.000000	0.718750	0.073333					
WILKINS #5-H	1.000000	0.792083						
WILKINS #7-H	0.938378	0.746124	0.009430		0.928999	0.748451	0.000000	(100%)

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 12-13-2000 Mary Lawrence
County Clerk
Brazos County, Texas

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF WASHINGTON
The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession as the same is recorded in the OFFICIAL RECORDS in my office with volume and page number stamped thereon. I hereby certify on

JUN 01 2000

BETH ROTHERMEL
COUNTY CLERK
WASHINGTON COUNTY, TEXAS
By Deputy

FILED FOR RECORD
WASHINGTON COUNTY, TX
00 JUN -1 PM 12:06
BETH A. ROTHERMEL
WASHINGTON CO. CLERK

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Filed for Record in:
BRAZOS COUNTY,

On: Jun 01,2000 at 02:21PM

As a
Recordings

Document Number: 0717079

Amount 20.00

Receipt Number - 152666
By,
Kathryn Sustayta

STATE OF TEXAS COUNTY OF
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
BRAZOS COUNTY,
as stamped hereon by me.

Jun 01,2000

HONORABLE MARY ANN WARD, COUNTY CLERK
BRAZOS COUNTY,

Gail Crawford
770 South Post Oak Lane
Suite 610
Houston, Texas 77056

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
I hereby certify, on 10-13-2000 Cynthia Palamby

County Clerk
Brazos County, Texas

• Checked for MF #'s ✓
• Entered in database: 3181
• Problem file? Y ___ N ✓
• Acknowlegement letter sent ___

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OR 5024 180

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PARTIAL ASSIGNMENT, CONVEYANCE AND BILL OF SALE

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF BRAZOS, BURLESON §
AND WASHINGTON §

Matagorda Operating Company ("Assignor"), 675 Bering Drive, Suite 850, Houston, Texas, 77041, for adequate consideration, the receipt and sufficiency of which is acknowledged, does hereby sell, assign, transfer, convey and deliver unto Crawford Energy, Inc., whose address is 770 S. Post Oak Lane, Suite 610, Houston, Texas, 77056, Ed A. Smith, whose address is 1021 Main Street, Suite 1400, Houston, Texas, 77002, and Thomas J. Hughes, whose address is 1021 Main Street, Suite 1400, Houston, Texas, 77002 (collectively "Assignee"), in equal undivided one-third (1/3) shares (or 25% each), an undivided seventy-five percent (75%) of all of Assignor's rights, title and interests in and to the following described property and interests (collectively the "Properties"):

1. The oil, gas and mineral leases and the operating rights, working interests, overriding royalty interests, rights of assignment and reassignment, payments out of production, and interests and rights to explore for and produce oil, gas or other minerals which are described in Exhibit "A" to this Assignment (the "Leases");

2. All rights and interests in or derived from unit agreements, orders and decisions of state and federal regulatory authorities establishing or relating to units, unit operating agreements, enhanced recovery and injection agreements, gas purchase agreements, farmout and farmin agreements (and any leasehold interest, working interest, royalty interest, or other interest acquired or reserved), assignments of operating rights, working interests and subleases, all other contracts, agreements, leases, licenses, permits, easements, servitudes, notes and orders in any way relating to the Leases and the operations conducted or to be conducted on the Leases, or the production, treatment, sale or disposal of hydrocarbons or water produced relating to any of the leases;

3. All wells (including, but not limited to those described on Exhibit "B" attached hereto), personal property, fixtures (including, without limitation, plants and pipelines), real estate, equipment, and improvements located on or otherwise pertaining to the Leases of lands pooled or unitized with the Leases or used or obtained in connection with the Leases or with their operation or maintenance, or with the production, treatment, sale, or disposal of hydrocarbons or water produced; and

4. All other rights and interests in, to or under or derived from the leases, even though not properly described in Exhibit "A" or Exhibit "B".

TO HAVE AND TO HOLD all of the Properties to Assignee, subject to and in accordance with all terms and provisions of the Leases, contracts and agreements.

To the extent of the interest herein assigned, Assignee covenants and agrees with Assignor to execute and file with the appropriate governmental agency or agencies having jurisdiction of the premises herein assigned, all such documents and instruments as may be requested by Assignor to evidence the change of operator of the subject wells located on leases described herein to Assignee, and Assignee further agrees to and obtain all such bonds as may be required by law in order to effectuate such change of operator to Assignee. To the extent of the interest herein assigned, Assignee shall comply with and hereby assumes all express and implied covenants and obligations contained in the Leases, and in the agreements, assignments and instruments which are applicable to the interests herein assigned, including the obligation

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy of the same appears of file and record in the appropriate records of said County.

Thereby certify, on 6-1-2000 (CM)
Mary Louise Nebel
County Clerk
Brazos County, Texas

A CERTIFIED COPY issued JUN 01 2000
Beth Rothermel, County Clerk
Washington County, TX ___ Deputy

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 10-13-2000
Anna L. Schielack
County Clerk
Burleson County, Texas
By Lavella M. Lacke Deputy

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to plug and abandon any well described herein at Assignee's sole cost and expense. To the extent of the interest herein assigned, Assignee, at its sole cost and expense, agrees to indemnify, defend and save Assignor harmless from and against any and all claims for damages, whether to person or property, arising after the Effective Date hereof, made by any person or concern by reason or failure of assignee to comply with any such covenants and obligations as herein provided, or by reason of, or on account of, or in any way associated with any operations conducted after the Effective Date hereof on the Leases or the Properties. 0 3 8 2 7

TO THE EXTENT THAT THE INTERESTS ASSIGNED INCLUDE INTERESTS IN PERSONAL PROPERTY, MOVABLE PROPERTY, AND FIXTURES, THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EITHER STATUTORY, EXPRESS OR IMPLIED, AND SPECIFICALLY WITHOUT WARRANTY AS TO THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OF THE INTERESTS AND PERSONAL PROPERTY AND FIXTURES ARE ASSIGNED AND ACCEPTED ON A "WHERE IS" AND "AS IS" BASIS. ASSIGNOR EXPRESSLY WAIVES ANY STATUTORY WARRANTY OF FITNESS FOR INTENDED PURPOSES OR GUARANTY AGAINST HIDDEN OR LATENT DEFECTS AND ACKNOWLEDGES THIS EXPRESS WAIVER SHALL BE CONSIDERED A MATERIAL AND INTEGRAL PART OF THIS ASSIGNMENT, SALE, AND THE CONSIDERATION AND ACKNOWLEDGES THAT THIS WAIVER HAS BEEN BROUGHT TO THE ATTENTION OF ASSIGNEE, EXPLAINED IN DETAIL, AND ASSIGNEE HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THIS WAIVER OF WARRANTY OF FITNESS AND/OR WARRANTY AGAINST DEFECTS OF THE INTERESTS AND ASSETS.

Except as provided for herein, this Assignment is made by Assignor and accepted by Assignee without any covenant, representation, or warranty of title, statutory or otherwise, express or implied, even as to return of the purchase price. The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

This Assignment is effective for all purposes as of 7:00 a.m., April 1, 2000 (the "Effective Date").

ASSIGNOR:

MATAGORDA OPERATING COMPANY

Charles Cheatham

Charles Cheatham, President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on May 31st, 2000, by Charles Cheatham, President of Matagorda Operating Company, a Texas corporation, on behalf of said corporation.

By: Charles A. Cornish
Notary Public in and for
The State of T E X A S
Name Printed Charles A. Cornish
Commission Expires 6-2-2001

CHARLES A. CORNISH NOTARY PUBLIC STATE OF TEXAS EXPIRES 6-2-2001

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 6-1-2000
Mary Lynn Pickard
County Clerk
Brazos County, Texas

A CERTIFIED COPY issued JUN 01 2000
Beth Rothermel, County Clerk
Washington County, TX Deputy

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.
Thereby, certified, on 10-13-2000
Anna L. Schielack
County Clerk
Burleson County, Texas
By Loucilla M Lacke Deputy

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EXHIBIT "A"

Attached to and made a part of that certain Partial Assignement, Conveyance and Bill of sale from; Matagorda Operating Company, as Assignor, to Crawford Energy, Inc., et al., as Assignees, effective April 1, 2000.

LEASE #	LEASE NAME	LESSEE	LEASE DATE	RECORDING DATA VOLUME	PAGE	COUNTY	STATE
00101682	TERRELL, WM. J., IND. EXEC	R. S. SHAWELL	02/06/1978	30	312	BRAZOS	TEXAS
00101684	MOORE, ROBT, IND & TRUSTEE	R. S. SHAWELL	07/20/1977	27	353	BRAZOS	TEXAS
00101685	MOORE, HARRY H., ET UX	R. S. SHAWELL	07/15/1977	27	356	BRAZOS	TEXAS
00101685 B	KNEELAND, MARIE S., ET AL	UNION PACIFIC RESOURCES COMPANY	12/21/1994	2329	263	BRAZOS	TEXAS
00101686 A	TERRELL, WM. J., IND EXEC	R. S. SHAWELL	02/06/1978	30	302	BRAZOS	TEXAS
00101686 B	TERRELL, MARY S.	R. S. SHAWELL	02/06/1978	30	441	BRAZOS	TEXAS
00101686 C	TERRELL, WILLIAM J.	R. S. SHAWELL	02/06/1978	30	307	BRAZOS	TEXAS
00101758	LEVY, CLARA BELLE	NAPECO INC.	08/01/1978	24	506	BURLESON	TEXAS
	INSOFAR AND ONLY INSOFAR as said lease 00101758 covers and affects lands lying outside those lands pooled by the Yegua-Schawe Unit No. 1 a Designation of Unit for which is dated 9/20/93 and recorded at Volume 223, Page 671 of the Oil & Gas Lease Records of Burleson Co., Texas.						
00101759	DOBBINS, WILLIAM T.	DOV AMIR AND LOUIS ERLICH	05/25/1979	40	142	BURLESON	TEXAS
00101760	RUBENSTEIN, BEATRICE	NAPECO INC.	08/03/1978	24	511	BURLESON	TEXAS
00101762	WILKIN, MABEL, ET AL	NAPECO INC.	01/03/1979	24	499	BURLESON	TEXAS
00101806 A	SCHULTE, THOMAS ET UX	DOV AMIR AND LOUIS ERLICH	05/16/1983	455	155	WASHINGTON	TEXAS
00101806 B	FOREE, R.L.	DOV AMIR AND LOUIS ERLICH	05/16/1983	451	846	WASHINGTON	TEXAS
00101806 C	ELLISON, CORA, IND., EXEC	W. MARTIN BOSWORTH JR. TRUSTEE	08/19/1981	423	28	WASHINGTON	TEXAS
00101806 D	COOK, MARY JONES	DOV AMIR AND LOUIS ERLICH	09/29/1983	462	335	WASHINGTON	TEXAS
00101806 E	MARTIN, A.C.	DOV AMIR AND LOUIS ERLICH	05/27/1983	450	772	WASHINGTON	TEXAS
00101806 F	REAVES, RIVERS	DOV AMIR AND LOUIS ERLICH	05/11/1983	450	774	WASHINGTON	TEXAS
00101806 G	MUELLER, CYNTHIA, ET AL	DOV AMIR AND LOUIS ERLICH	08/05/1983	455	165	WASHINGTON	TEXAS
00101806 H	GREENFIELD, EDITH	DOV AMIR AND LOUIS ERLICH	04/28/1983	455	171	WASHINGTON	TEXAS
00101806 I	GREENFIELD, EDITH	DOV AMIR AND LOUIS ERLICH	10/20/1983	458	32	WASHINGTON	TEXAS
00101808 A	MOORE, JESSE B.	JACK D. BROGDON	11/07/1973	15	164	BURLESON	TEXAS
	INSOFAR AND ONLY INSOFAR as said lease 00101808 A covers and affects lands lying outside those lands pooled by the Jesse Moore Gas Unit No. 5-H, a Designation of Unit for which is dated 8/19/96 and recorded at Volume 254, Page 729 of the Oil & Gas Lease Records of Burleson Co., Texas, and SAVE AND EXCEPT those lands in the J.B. Chance Survey, A-9, lying southerly of the CC&SFRR Co. Railway, in Burleson Co., TX						
00101808 B	HAVARD, JACK E.	R. S. SHAWELL	03/28/1979	25	874	BURLESON	TEXAS
	INSOFAR AND ONLY INSOFAR as said lease 00101808 B covers and affects lands lying outside those lands pooled by the Jesse Moore Gas Unit No. 5-H, a Designation of Unit for which is dated 8/19/96 and recorded at Volume 254, Page 729 of the Oil & Gas Lease of Burleson Co., Texas						
00101986 A	PECORE, ELIZABETH HOHLT, ET AL	SENECA RESOURCES CORPORATION	08/22/1990	174	435	BURLESON	TEXAS
00101986 B	WICH, JOAN HOHLT	SENECA RESOURCES CORPORATION	08/22/1990	174	431	BURLESON	TEXAS
00101986 C	FLEMING, FREDERIC JR.	SENECA RESOURCES CORPORATION	08/22/1990	174	427	BURLESON	TEXAS
00101986 D	FLEMING, ROBERT S.	SENECA RESOURCES CORPORATION	08/22/1990	174	423	BURLESON	TEXAS
00101986 E	TRAAC COMPANY	SENECA RESOURCES CORPORATION	08/22/1990	174	439	BURLESON	TEXAS
00102045	STATE OF TEXAS - M-95092	SENECA RESOURCES CORPORATION	10/06/1992	169	315	BRAZOS	TEXAS
				209	683	BURLESON	TEXAS

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 6-1-2000
Mary Lou Keel
County Clerk
Brazos County, Texas

A CERTIFIED COPY Issued JUN 01 2000
Beth Rothermel, County Clerk
Washington County, TX
Deputy

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.
Thereby, certified, on 10-13-2000
Anna L. Schiclack
County Clerk
Burleson County, Texas
By Priscilla M. Smith Deputy

OR 524 704

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00102047 A	FRANK T. FLEET, INC., ET AL	SENECA RESOURCES CORPORATION	01/01/1993	1724	225	BRAZOS	TEXAS
00102047 B	SCHWAB, MAUD F.	SENECA RESOURCES CORPORATION	01/15/1993	1724	233	BRAZOS	TEXAS
00102047 C	LOGAN, LOUISE A., ET AL	SENECA RESOURCES CORPORATION	01/15/1993	1724	230	BRAZOS	TEXAS
00102051	LOCKHART, ESTATE OF ERIN L.	UNION PACIFIC RESOURCES COMPANY	07/22/1992	207	261	BURLESON	TEXAS
00102059 A	WALKER, MILLS P.	ALICE M. REESE ESTATE	12/16/1977	29	625	BRAZOS	TEXAS
00102059 B	DOUGHERTY, JOHN B., ET AL	WILLIAM C. RICHARDSON JR.	02/15/1978	30	429	BRAZOS	TEXAS
00102059 C	LAWRENCE, JOHN M., III	WILLIAM C. RICHARDSON JR.	02/15/1978	30	433	BRAZOS	TEXAS

INSOFAR AND ONLY INSOFAR as said leases 00102059 A, B & C cover and affect lands outside those lands pooled by the following units:
1. Jr. Allen OL #1-H Unit, a Corrected Declaration of Pooled Unit for which dated 1/10/94 is recorded at Volume 2334, Page 53
2. Barrera #2 Unit, an Amended Pooling Agreement and Unit Designation for which is dated 3/16/94 and recorded at Volume 2113, Page 24
3. The Brannon #1H Unit, a Designation of Unit for which was filed for record on 12/22/94 at Volume 2266, Page 256
Recording references herein are made to the Official Public Records of Brazos County, Texas .

00102300 A	SHERMAN, ROBBIE MARILYN	SENECA RESOURCES CORPORATION	02/08/1995	792	330	WASHINGTON	TEXAS
00102300 AA	HARRIS, LINDA	SENECA RESOURCES CORPORATION	02/03/1995	792	281	WASHINGTON	TEXAS
00102300 AB	MASON, MOLLIE L.	SENECA RESOURCES CORPORATION	02/03/1995	792	279	WASHINGTON	TEXAS
00102300 AC	PROCTOR, DOROTHY ANN	SENECA RESOURCES CORPORATION	02/03/1995	792	277	WASHINGTON	TEXAS
00102300 AD	RILEY, EVELYN	SENECA RESOURCES CORPORATION	02/08/1995	792	274	WASHINGTON	TEXAS
00102300 AE	RUTHIE MAE DANIELS	SENECA RESOURCES CORPORATION	06/05/1995	795	465	WASHINGTON	TEXAS
00102300 AF	ELLISON, BOBBIE JEAN	SENECA RESOURCES CORPORATION	02/08/1995	795	445	WASHINGTON	TEXAS
00102300 AG	DREWERY, THERON E.	SENECA RESOURCES CORPORATION	03/19/1995	795	462	WASHINGTON	TEXAS
00102300 AH	WILSON, SHERRY MACK	SENECA RESOURCES CORPORATION	02/21/1995	795	459	WASHINGTON	TEXAS
00102300 AI	WILLIAMS, VIVIAN GRAYS	SENECA RESOURCES CORPORATION	05/23/1995	795	457	WASHINGTON	TEXAS
00102300 AJ	HAYES, AL	SENECA RESOURCES CORPORATION	05/23/1995	795	455	WASHINGTON	TEXAS
00102300 AK	WATSON, WYMIE GRAYS	SENECA RESOURCES CORPORATION	05/23/1995	795	453	WASHINGTON	TEXAS
00102300 AL	RAY, HATTIE HAYES	SENECA RESOURCES CORPORATION	06/07/1995	795	451	WASHINGTON	TEXAS
00102300 AM	HAYES, JOANNE MEREDITH	SENECA RESOURCES CORPORATION	06/07/1995	795	447	WASHINGTON	TEXAS
00102300 AN	DILWORTH, TONY L.	SENECA RESOURCES CORPORATION	02/08/1995	795	443	WASHINGTON	TEXAS
00102300 AO	STEPHENS, ERNEST	SENECA RESOURCES CORPORATION	06/05/1995	795	441	WASHINGTON	TEXAS
00102300 AP	HAYES, LARRY	SENECA RESOURCES CORPORATION	06/08/1995	795	439	WASHINGTON	TEXAS
00102300 AQ	HAYES, CAROLYN R.	SENECA RESOURCES CORPORATION	06/08/1995	795	437	WASHINGTON	TEXAS
00102300 AR	MATTIS, LUCILLE	SENECA RESOURCES CORPORATION	02/23/1995	795	434	WASHINGTON	TEXAS
00102300 AS	SHELTON, JOLEE	SENECA RESOURCES CORPORATION	05/23/1995	795	432	WASHINGTON	TEXAS
00102300 AT	MCVEA, ROBERT	SENECA RESOURCES CORPORATION	06/20/1995	795	430	WASHINGTON	TEXAS
00102300 AU	GILLESPIE, LESTER	SENECA RESOURCES CORPORATION	06/20/1995	795	428	WASHINGTON	TEXAS
00102300 AV	GRAYS, BOBBY JOE	SENECA RESOURCES CORPORATION	05/23/1995	795	395	WASHINGTON	TEXAS
00102300 AW	DREWERY, BILL	SENECA RESOURCES CORPORATION	03/19/1995	795	425	WASHINGTON	TEXAS
00102300 AX	HAYNES, ROBBIE M.	SENECA RESOURCES CORPORATION	05/09/1995	795	423	WASHINGTON	TEXAS
00102300 AY	HUBBARD, JAMES A.	SENECA RESOURCES CORPORATION	05/09/1995	795	421	WASHINGTON	TEXAS
00102300 AZ	HILL, LEOLA	SENECA RESOURCES CORPORATION	05/17/1995	795	417	WASHINGTON	TEXAS
00102300 B	DANIELS, LILLIAN MARIE	SENECA RESOURCES CORPORATION	05/08/1995	792	328	WASHINGTON	TEXAS
00102300 BA	BROWN, LULA EUNICE GRAYS	SENECA RESOURCES CORPORATION	05/22/1995	795	419	WASHINGTON	TEXAS
00102300 BB	ROSS, MELVIN	SENECA RESOURCES CORPORATION	05/04/1995	795	415	WASHINGTON	TEXAS
00102300 BC	RANDALL, DONNA M.	SENECA RESOURCES CORPORATION	05/09/1995	795	413	WASHINGTON	TEXAS
00102300 BD	STEPHENS, WAYNE	SENECA RESOURCES CORPORATION	05/29/1995	795	411	WASHINGTON	TEXAS
00102300 BE	STEPHENS, SEBRINA D.	SENECA RESOURCES CORPORATION	05/29/1995	795	409	WASHINGTON	TEXAS
00102300 BF	STEPHENS, TIMOTHY	SENECA RESOURCES CORPORATION	05/29/1995	795	407	WASHINGTON	TEXAS
00102300 BG	BELSER,RENITA	SENECA RESOURCES CORPORATION	05/29/1995	795	405	WASHINGTON	TEXAS
00102300 BH	HAYES, JAMES C.	SENECA RESOURCES CORPORATION	05/17/1995	795	403	WASHINGTON	TEXAS
00102300 BI	DIXON, CATHERINE	SENECA RESOURCES CORPORATION	05/09/1995	795	401	WASHINGTON	TEXAS
00102300 BJ	MOORE, CARRIE	SENECA RESOURCES CORPORATION	05/29/1995	795	399	WASHINGTON	TEXAS

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.

Thereby certify, on 6-1-2000

Mary Lynn Kirkland
County Clerk
Brazos County, Texas

A CERTIFIED COPY issued JUN 01 2000

Beth Rothermel, County Clerk
Washington County, TX
Deputy

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 6-13-2000

Anna L. Schielack
County Clerk
Burleson County, Texas

By Jacquelyn M. Kuhn Deputy

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00102300 BK	HUBBARD, FANNIE V.	SENECA RESOURCES CORPORATION	05/18/1995	795	397	WASHINGTON	TEXAS
00102300 BL	HAYES, CHRISTOPHER E.	SENECA RESOURCES CORPORATION	05/07/1995	795	449	WASHINGTON	TEXAS
00102300 BM	KING, BOBBIE	SENECA RESOURCES CORPORATION	02/06/1995	792	285	WASHINGTON	TEXAS
00102300 C	DANIELS, SARAH	SENECA RESOURCES CORPORATION	05/09/1995	792	326	WASHINGTON	TEXAS
00102300 D	HAYES, JAMES PETER	SENECA RESOURCES CORPORATION	05/07/1995	792	324	WASHINGTON	TEXAS
00102300 E	HAYES, JIMMIE	SENECA RESOURCES CORPORATION	05/07/1995	792	322	WASHINGTON	TEXAS
00102300 F	DANIELS, JAMES C.	SENECA RESOURCES CORPORATION	05/09/1995	792	320	WASHINGTON	TEXAS
00102300 G	DANIELS, CHARLENE	SENECA RESOURCES CORPORATION	05/08/1995	792	318	WASHINGTON	TEXAS
00102300 H	DREWERY, CLAUDE B.	SENECA RESOURCES CORPORATION	03/19/1995	792	316	WASHINGTON	TEXAS
00102300 I	DAVIS, FAYE	SENECA RESOURCES CORPORATION	03/19/1995	792	314	WASHINGTON	TEXAS
00102300 J	JACKSON, SHIRLEY	SENECA RESOURCES CORPORATION	03/19/1995	792	312	WASHINGTON	TEXAS
00102300 K	WILSON, JOE E.	SENECA RESOURCES CORPORATION	02/21/1995	792	310	WASHINGTON	TEXAS
00102300 L	DREWERY, ROY	SENECA RESOURCES CORPORATION	03/19/1995	792	308	WASHINGTON	TEXAS
00102300 M	CLIFTON, EDWARD C.	SENECA RESOURCES CORPORATION	02/21/1995	792	305	WASHINGTON	TEXAS
00102300 N	JOHNSON, ELNORA	SENECA RESOURCES CORPORATION	02/03/1995	792	303	WASHINGTON	TEXAS
00102300 O	MCDANIEL, HOMER V.	SENECA RESOURCES CORPORATION	02/09/1995	792	301	WASHINGTON	TEXAS
00102300 P	CRISS, CHARLES	SENECA RESOURCES CORPORATION	02/05/1995	792	299	WASHINGTON	TEXAS
00102300 Q	DICKEY, HELEN	SENECA RESOURCES CORPORATION	02/08/1995	792	297	WASHINGTON	TEXAS
00102300 R	GRAYS, LULA B.	SENECA RESOURCES CORPORATION	02/06/1995	792	295	WASHINGTON	TEXAS
00102300 S	PORCH, LOIS	SENECA RESOURCES CORPORATION	02/07/1995	792	293	WASHINGTON	TEXAS
00102300 T	WALTON, RUDELL	SENECA RESOURCES CORPORATION	02/08/1995	792	291	WASHINGTON	TEXAS
00102300 U	RILEY, MILDRED	SENECA RESOURCES CORPORATION	02/07/1995	792	289	WASHINGTON	TEXAS
00102300 V	WILSON, CHESTER	SENECA RESOURCES CORPORATION	02/03/1995	792	287	WASHINGTON	TEXAS
00102300 W	JACKSON, FLORENCE	SENECA RESOURCES CORPORATION	02/03/1995	792	283	WASHINGTON	TEXAS
00102300 X	GILLESPIE, WARDELL	SENECA RESOURCES CORPORATION	02/23/1995	792	332	WASHINGTON	TEXAS
00102300 Y	MITCHELL, LINDA	SENECA RESOURCES CORPORATION	02/23/1995	792	335	WASHINGTON	TEXAS
00102300 Z	WILSON, RUDELL	SENECA RESOURCES CORPORATION	03/19/1995	792	338	WASHINGTON	TEXAS
00102302 A	STEEN, AMULA	SENECA RESOURCES CORPORATION	06/15/1995	795	169	WASHINGTON	TEXAS
00102302 B	LEWIS, CAREY, SR.	SENECA RESOURCES CORPORATION	06/15/1995	795	202	WASHINGTON	TEXAS
00102302 C	FLEMING, L. A.	SENECA RESOURCES CORPORATION	06/15/1995	795	190	WASHINGTON	TEXAS
00102302 D	COOPER, ANDREW, JR.	SENECA RESOURCES CORPORATION	07/12/1995	795	165	WASHINGTON	TEXAS
00102302 E	QUINN, BERLINE MAXEY	SENECA RESOURCES CORPORATION	06/15/1995	795	167	WASHINGTON	TEXAS
00102302 F	HOUSTON, RUTH	SENECA RESOURCES CORPORATION	06/15/1995	795	172	WASHINGTON	TEXAS
00102302 G	LEWIS, WILLIAM	SENECA RESOURCES CORPORATION	06/15/1995	795	186	WASHINGTON	TEXAS
00102302 H	LEWIS, SAMUEL B.	SENECA RESOURCES CORPORATION	06/15/1995	795	174	WASHINGTON	TEXAS
00102302 I	MAXIE, IRVING	SENECA RESOURCES CORPORATION	06/15/1995	795	176	WASHINGTON	TEXAS
00102302 J	THOMPSON, JOSIE LEE MAXIE BERR	SENECA RESOURCES CORPORATION	06/15/1995	795	178	WASHINGTON	TEXAS
00102302 K	HARRIS, ELMO	SENECA RESOURCES CORPORATION	06/15/1995	795	180	WASHINGTON	TEXAS
00102302 L	MOSES, ADDIE MAE	SENECA RESOURCES CORPORATION	06/15/1995	795	182	WASHINGTON	TEXAS
00102302 M	LITTLE, GLORIA	SENECA RESOURCES CORPORATION	06/15/1995	795	184	WASHINGTON	TEXAS
00102302 N	PORTER, JOHN WESLEY	SENECA RESOURCES CORPORATION	06/15/1995	799	31	WASHINGTON	TEXAS
00102302 O	MAXEY, MELVIN	SENECA RESOURCES CORPORATION	08/01/1995	799	50	WASHINGTON	TEXAS
00102302 P	LINGREN, CONNEEN SANDERS	SENECA RESOURCES CORPORATION	08/01/1995	799	43	WASHINGTON	TEXAS
00102302 Q	HOUSTON, JUSTIN , JR.	SENECA RESOURCES CORPORATION	06/15/1995	799	45	WASHINGTON	TEXAS
00102302 R	RAY, HULDA	SENECA RESOURCES CORPORATION	06/15/1995	799	22	WASHINGTON	TEXAS
00102302 S	DOUGLAS, FREDNA	SENECA RESOURCES CORPORATION	07/13/1995	799	20	WASHINGTON	TEXAS
00102302 T	DURLEY, DENISE SUE	SENECA RESOURCES CORPORATION	08/01/1995	800	709	WASHINGTON	TEXAS
00102302 U	HOUSTON, LAWANA	SENECA RESOURCES CORPORATION	08/01/1995	800	698	WASHINGTON	TEXAS
00102302 V	DURLEY, LEANDER R.	SENECA RESOURCES CORPORATION	08/01/1995	800	706	WASHINGTON	TEXAS
00102302 W	DURLEY, MYRNA L.	SENECA RESOURCES CORPORATION	08/01/1995	800	702	WASHINGTON	TEXAS
00102303 A	LITTLE, MICHAEL	SENECA RESOURCES CORPORATION	06/28/1995	795	210	WASHINGTON	TEXAS
00102303 B	LITTLE, ROBERT J., JR.	SENECA RESOURCES CORPORATION	07/10/1995	795	212	WASHINGTON	TEXAS

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.

Thereby certify, on 12-1-2000

Mary Lou Kubal
County Clerk
Brazos County, Texas

A CERTIFIED COPY issued JUN 01 2000
Beth Rothermel, County Clerk
Washington County, TX
Deputy

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 10-13-2000

Anna L. Schielack
County Clerk
Burleson County, Texas

By Lucille M. Guth Deputy

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00102303 C	LITTLE, PRESLEY	SENECA RESOURCES CORPORATION	06/28/1995	795	206	WASHINGTON	TEXAS
00102303 D	LITTLE, EPSTEIN, JR.	SENECA RESOURCES CORPORATION	06/28/1995	795	206	WASHINGTON	TEXAS
00102303 E	WHITE, T. BERTHA	SENECA RESOURCES CORPORATION	06/28/1995	795	188	WASHINGTON	TEXAS
00102303 F	LITTLE, GLORIA	SENECA RESOURCES CORPORATION	06/28/1995	795	192	WASHINGTON	TEXAS
00102303 G	HICKS, BOBBIE LEE	SENECA RESOURCES CORPORATION	07/10/1995	795	198	WASHINGTON	TEXAS
00102303 H	LITTLE, MARGARET	SENECA RESOURCES CORPORATION	06/28/1995	795	204	WASHINGTON	TEXAS
00102303 I	DEAVER, KWANI NICOLE	SENECA RESOURCES CORPORATION	07/12/1995	795	194	WASHINGTON	TEXAS
00102303 J	PRICE, DEBORAH L.	SENECA RESOURCES CORPORATION	06/28/1995	795	196	WASHINGTON	TEXAS
00102303 K	DEAVER, MELVIN ROZAN	SENECA RESOURCES CORPORATION	07/13/1995	799	41	WASHINGTON	TEXAS

SAVE AND EXCEPT from Leases 00102303 A thru 00102303 K those lands pooled by the Sharp Unit #1, an Amendment and Ratification of Designation of Unit for which is recorded at Volume 826, Page 302 of the Official Records of Washington Co., Texas.

00102304 A	SCHULTE, THOMAS J., ET UX	J. KAY BUCHANAN, TRUSTEE	01/28/1993	693	708	WASHINGTON	TEXAS
00102304 B	MAHAN, WILLIE MAY	SENECA RESOURCES CORPORATION	06/30/1995	795	200	WASHINGTON	TEXAS
00102304 C	JONES, LANA JEANNETTE	SENECA RESOURCES CORPORATION	07/20/1995	799	35	WASHINGTON	TEXAS
00102304 D	LEE, LOIS	SENECA RESOURCES CORPORATION	07/25/1995	799	28	WASHINGTON	TEXAS
00102304 E	JONES, CATHERINE	SENECA RESOURCES CORPORATION	07/20/1995	799	28	WASHINGTON	TEXAS
00102304 F	JACKSON, ELIZABETH	SENECA RESOURCES CORPORATION	07/25/1995	799	39	WASHINGTON	TEXAS
00102304 G	POTTS, CLEMON HARDY	SENECA RESOURCES CORPORATION	07/25/1995	799	47	WASHINGTON	TEXAS
00102304 H	JONES, JACQUELINE	SENECA RESOURCES CORPORATION	07/20/1995	799	24	WASHINGTON	TEXAS
00102304 I	JONES, CHARLOTTE	SENECA RESOURCES CORPORATION	07/20/1995	800	696	WASHINGTON	TEXAS
00102304 J	BARNETT, PHYLLIS JONES	SENECA RESOURCES CORPORATION	07/13/1995	800	704	WASHINGTON	TEXAS
00102304 K	JONES, DOROTHY	SENECA RESOURCES CORPORATION	07/20/1995	800	700	WASHINGTON	TEXAS
00102304 L	FRAZIER, ALICE V.	SENECA RESOURCES CORPORATION	07/05/1995	795	214	WASHINGTON	TEXAS
00102304 M	QUARLES, CHESTER	SENECA RESOURCES CORPORATION	07/05/1995	805	802	WASHINGTON	TEXAS
00102304 N	QUARLES, SHIRLEY V.	SENECA RESOURCES CORPORATION	07/05/1995	805	805	WASHINGTON	TEXAS
00102304 O	THOMAS, RICHARD T., SR.	SENECA RESOURCES CORPORATION	09/19/1995	805	380	WASHINGTON	TEXAS
00102304 P	POTTS, CHARLES	SENECA RESOURCES CORPORATION	07/25/1995	830	145	WASHINGTON	TEXAS
00102327	VICKERS, C. L., ET AL	TRINITY RESOURCES, INC.	10/04/1979	386	64	WASHINGTON	TEXAS
00102328 A	VICKERS, C. L. AND WIFE	CLAYTON W. WILLIAMS, JR.	11/18/1983	463	210	WASHINGTON	TEXAS
00102328 B	VICKERS, CLARENCE THOMAS	CLAYTON W. WILLIAMS, JR.	07/07/1984	480	353	WASHINGTON	TEXAS
00102330	MYERS, MARK DAVID ET UX	CLAYTON W. WILLIAMS, JR.	12/22/1994	463	210	WASHINGTON	TEXAS
00102331 A	WHITEFORD, SUSAN A. ETAL	CLAYTON W. WILLIAMS, JR.	02/23/1984	480	77	WASHINGTON	TEXAS
00102332	HUTCHINGS, WILLIAM ET UX TRUST	CLAYTON W. WILLIAMS, JR.	11/09/1983	460	396	WASHINGTON	TEXAS
00102333	THE STATE OF TEXAS NO. M-96288	CLAYTON WILLIAMS ENERGY, INC.	02/09/1995	774	726	WASHINGTON	TEXAS
00102336	STATE OF TEXAS M-96404	SENECA RESOURCES CORPORATION	04/04/1995	241	705	BURLESON	TEXAS
00102337	STATE OF TEXAS M-96403	SENECA RESOURCES CORPORATION	04/04/1995	241	714	BURLESON	TEXAS
00102342	HUTCHINGS, WILLIAM L. ETUX TR.	SENECA RESOURCES CORPORATION	01/09/1995	799	52	WASHINGTON	TEXAS
00102347 A	NEAL, SAMMIE L., ET AL	SENECA RESOURCES CORPORATION	07/31/1995	805	800	WASHINGTON	TEXAS
00102348 A	WHITEFORD FAMILY LTD PRTNRSHP	SENECA RESOURCES CORPORATION	10/20/1995	805	808	WASHINGTON	TEXAS
00102348 B	BRENHAM CEMETERY ASSOCIATION	BAKER EXPLORATION COMPANY	12/28/1993	720	301	WASHINGTON	TEXAS
00102349	STATE OF TEXAS NO. M-96580	SENECA RESOURCES CORPORATION	06/06/1995	2443	15	BRAZOS	TEXAS
				245	575	BURLESON	TEXAS
00102453	STATE OF TEXAS NO. M-97059	SENECA RESOURCES CORPORATION	01/02/1998	2591	167	BRAZOS	TEXAS

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy of the same appears on file and recorded in the appropriate records of Brazos, County, Texas

Thereby certify, on 12-1-2000

Mary Lou Keel
County Clerk
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 10-13-2000

Anna L. Schielack
County Clerk
Burleson County, Texas

By Deputy

A CERTIFIED COPY issued DEC 01 2000

Beda Rothermel, County Clerk
Washington County, TX Deputy

Matgorda Ex A & B.xls

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EXHIBIT "B"

Attached to and made a part of that certain Partial Assignement, Conveyance and Bill of sale from ; Matagorda Operating Company, as Assignor, to Crawford Energy, Inc., et al., as Assignees, effective April 1, 2000.

	BEFORE PAYOUT				AFTER PAYOUT			
Property Name	WI	NRI	ORRI	RI	WI	NRI	ORRI	RI
HUTCHINGS #1-H	0.773855	0.582177						
JESSE MOORE #10-H	0.573632	0.446844	0.014623	0.036475				
JESSE MOORE #11-H	0.975000	0.760436	0.029335					
M P WALKER #2-H	0.875000	0.635000	0.014583		0.843800	0.623600	0.000000	(400%)
M P WALKER #3-H	0.875000	0.645102	0.007432		0.859000	0.640000	0.000000	(400%)
MCFARLANE-MOORE UN. #1	0.850000	0.671256						
R MOORE ESTATE #6-H	1.000000	0.750000						
R MOORE ESTATE #7-H	0.977182	0.765259	0.012243					
R MOORE ESTATE UNIT #5-H	0.942909	0.734124						
R MOORE UNIT #1A-H	0.977182	0.748597						
R T MOORE EST #4-H	1.000000	0.770421						
RUBENSTEIN #1-H	0.962200	0.794814						
SCHULTE UNIT #3-H	0.850000	0.662013						
WILKINS #1-U	1.000000	0.718750	0.073333					
WILKINS #4	1.000000	0.718750	0.073333					
WILKINS #6-H	1.000000	0.792083						
WILKINS #7-H	0.938378	0.746124	0.009430		0.928999	0.748451	0.000000	(100%)

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy of the same as appears of record in my office.
Thereby certify on [illegible] County Clerk
[illegible] County, Texas

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.
Thereby, certified on 10-13-2000
Anna L. Schielack
County Clerk
Burleson County, Texas
By [signature] Deputy

Honorable Rena L. Schielack, County Clerk
Burleson County

Jun 01,2000

STATE OF TEXAS COUNTY OF BURLESON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of
Burleson County
as stamped hereon by me.

Receipt Number - 10736
By, Violet Turner

Amount 21.00
Document Number 0002108

As a Official Public Records

On: Jun 01,2000 at 03:06PM

Filed for Record in:
Burleson County

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF WASHINGTON
The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession as the same is recorded in the OFFICIAL RECORDS in my office with volume and page number stamped thereon. I hereby certify on

JUN 01 2000

BETH ROTHERMEL
COUNTY CLERK
WASHINGTON COUNTY, TEXAS
By [signature] Deputy

FILED FOR RECORD
WASHINGTON COUNTY, TX
00 JUN -1 PM 12:06
BETH A. ROTHERMEL
WASHINGTON CO. CLERK

0308Z7 00002 1

0717079

PARTIAL ASSIGNMENT, CONVEYANCE AND BILL OF SALE

3041

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF BRAZOS, BURLESON §
AND WASHINGTON §

Matagorda Operating Company ("Assignor"), 675 Bering Drive, Suite 850, Houston, Texas, 77041, for adequate consideration, the receipt and sufficiency of which is acknowledged, does hereby sell, assign, transfer, convey and deliver unto Crawford Energy, Inc., whose address is 770 S. Post Oak Lane, Suite 610, Houston, Texas, 77056, Ed A. Smith, whose address is 1021 Main Street, Suite 1400, Houston, Texas, 77002, and Thomas J. Hughes, whose address is 1021 Main Street, Suite 1400, Houston, Texas, 77002 (collectively "Assignee"), in equal undivided one-third (1/3) shares (or 25% each), an undivided seventy-five percent (75%) of all of Assignor's rights, title and interests in and to the following described property and interests (collectively the "Properties"):

1. The oil, gas and mineral leases and the operating rights, working interests, overriding royalty interests, rights of assignment and reassignment, payments out of production, and interests and rights to explore for and produce oil, gas or other minerals which are described in Exhibit "A" to this Assignment (the "Leases");

2. All rights and interests in or derived from unit agreements, orders and decisions of state and federal regulatory authorities establishing or relating to units, unit operating agreements, enhanced recovery and injection agreements, gas purchase agreements, farmout and farmin agreements (and any leasehold interest, working interest, royalty interest, or other interest acquired or reserved), assignments of operating rights, working interests and subleases, all other contracts, agreements, leases, licenses, permits, easements, servitudes, notes and orders in any way relating to the Leases and the operations conducted or to be conducted on the Leases, or the production, treatment, sale or disposal of hydrocarbons or water produced relating to any of the leases;

3. All wells (including, but not limited to those described on Exhibit "B" attached hereto), personal property, fixtures (including, without limitation, plants and pipelines), real estate, equipment, and improvements located on or otherwise pertaining to the Leases of lands pooled or unitized with the Leases or used or obtained in connection with the Leases or with their operation or maintenance, or with the production, treatment, sale, or disposal of hydrocarbons or water produced; and

4. All other rights and interests in, to or under or derived from the leases, even though not properly described in Exhibit "A" or Exhibit "B".

TO HAVE AND TO HOLD all of the Properties to Assignee, subject to and in accordance with all terms and provisions of the Leases, contracts and agreements.

To the extent of the interest herein assigned, Assignee covenants and agrees with Assignor to execute and file with the appropriate governmental agency or agencies having jurisdiction of the premises herein assigned, all such documents and instruments as may be requested by Assignor to evidence the change of operator of the subject wells located on leases described herein to Assignee, and Assignee further agrees to execute and obtain all such bonds as may be required by law in order to effectuate such change of operator to Assignee. To the extent of the interest herein assigned, Assignee shall comply with and hereby assumes all express and implied covenants and obligations contained in the Leases, and in the agreements, assignments and instruments which are applicable to the interests herein assigned, including the obligations

• Checked for MF #'s ✓
• Entered in database: 3/81
• Problem file? Y___ N ✓
• Acknowlegement letter sent _____

OCT 16 2000
A CERTIFIED COPY issued_____
Beth Rothermel, County Clerk
Washington County, TX._____Deputy

10-12-01

to plug and abandon any well described herein at Assignee's sole cost and expense. To the extent of the interest herein assigned, Assignee, at its sole cost and expense, agrees to indemnify, defend and save Assignor harmless from and against any and all claims for damages, whether to person or property, arising after the Effective Date hereof, made by any person or concern by reason or failure of assignee to comply with any such covenants and obligations as herein provided, or by reason of, or on account of, or in any way associated with any operations conducted after the Effective Date hereof on the Leases or the Properties.

TO THE EXTENT THAT THE INTERESTS ASSIGNED INCLUDE INTERESTS IN PERSONAL PROPERTY, MOVABLE PROPERTY, AND FIXTURES, THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EITHER STATUTORY, EXPRESS OR IMPLIED, AND SPECIFICALLY WITHOUT WARRANTY AS TO THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OF THE INTERESTS AND PERSONAL PROPERTY AND FIXTURES ARE ASSIGNED AND ACCEPTED ON A "WHERE IS" AND "AS IS" BASIS. ASSIGNOR EXPRESSLY WAIVES ANY STATUTORY WARRANTY OF FITNESS FOR INTENDED PURPOSES OR GUARANTY AGAINST HIDDEN OR LATENT DEFECTS AND ACKNOWLEDGES THIS EXPRESS WAIVER SHALL BE CONSIDERED A MATERIAL AND INTEGRAL PART OF THIS ASSIGNMENT, SALE, AND THE CONSIDERATION AND ACKNOWLEDGES THAT THIS WAIVER HAS BEEN BROUGHT TO THE ATTENTION OF ASSIGNEE, EXPLAINED IN DETAIL, AND ASSIGNEE HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THIS WAIVER OF WARRANTY OF FITNESS AND/OR WARRANTY AGAINST DEFECTS OF THE INTERESTS AND ASSETS.

Except as provided for herein, this Assignment is made by Assignor and accepted by Assignee without any covenant, representation, or warranty of title, statutory or otherwise, express or implied, even as to return of the purchase price. The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

This Assignment is effective for all purposes as of 7:00 a.m., April 1, 2000 (the "Effective Date").

ASSIGNOR:

MATAGORDA OPERATING COMPANY

Charles Cheatham

Charles Cheatham, President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on May 31st, 2000, by Charles Cheatham, President of Matagorda Operating Company, a Texas corporation, on behalf of said corporation.

By: Charles A. Cornish

Notary Public in and for
The State of T E X A S
Name Printed Charles A. Cornish
Commission Expires 6-2-2001

CHARLES A. CORNISH NOTARY PUBLIC STATE OF TEXAS EXPIRES 6-2-2001

OCT 16 2000

A CERTIFIED COPY issued
Beth Rothermel, County Clerk
Washington County, TX. Deputy

00-42-01

A CERTIFIED COPY issued OCT 16 2000
Beth Rothermel, County Clerk
Washington County, TX. _____ Deputy

EXHIBIT "A"

Attached to and made a part of that certain Partial Assignement, Conveyance and Bill of sale from, Matagorda Operating Company, as Assignor, to Crawford Energy, Inc., et al., as Assignees, effective April 1, 2000.

LEASE #	LEASE NAME	LESSEE	LEASE DATE	RECORDING DATA VOLUME	PAGE	COUNTY	STATE
00101682	TERRELL, WM. J., IND. EXEC	R. S. SHAWELL	02/06/1978	30	312	BRAZOS	TEXAS
00101684	MOORE, ROBT, IND & TRUSTEE	R. S. SHAWELL	07/20/1977	27	353	BRAZOS	TEXAS
00101685	MOORE, HARRY H., ET UX	R. S. SHAWELL	07/15/1977	27	356	BRAZOS	TEXAS
00101685 B	KNEELAND, MARIE S., ET AL	UNION PACIFIC RESOURCES COMPANY	12/21/1994	2329	263	BRAZOS	TEXAS
00101686 A	TERRELL, WM. J., IND EXEC	R. S. SHAWELL	02/06/1978	30	302	BRAZOS	TEXAS
00101686 B	TERRELL, MARY S.	R. S. SHAWELL	02/06/1978	30	441	BRAZOS	TEXAS
00101686 C	TERRELL, WILLIAM J.	R. S. SHAWELL	02/06/1978	30	307	BRAZOS	TEXAS
00101758	LEVY, CLARA BELLE	NAPECO INC.	08/01/1978	24	508	BURLESON	TEXAS
	INSOFAR AND ONLY INSOFAR as said lease 00101758 covers and affects lands lying outside those lands pooled by the Yegua-Schawe Unit No. 1 a Designation of Unit for which is dated 9/20/93 and recorded at Volume 223, Page 671 of the Oil & Gas Lease Records of Burleson Co., Texas.						
00101759	DOBBINS, WILLIAM T.	DOV AMIR AND LOUIS ERLICH	05/25/1979	40	142	BURLESON	TEXAS
00101760	RUBENSTEIN, BEATRICE	NAPECO INC.	08/03/1978	24	511	BURLESON	TEXAS
00101762	WILKIN, MABEL, ET AL	NAPECO INC.	01/03/1979	24	499	BURLESON	TEXAS
00101806 A	SCHULTE, THOMAS ET UX	DOV AMIR AND LOUIS ERLICH	05/16/1983	455	155	WASHINGTON	TEXAS
00101806 B	FOREE, R.L.	DOV AMIR AND LOUIS ERLICH	05/16/1983	451	846	WASHINGTON	TEXAS
00101806 C	ELLISON, CORA, IND, EXEC	W. MARTIN BOSWORTH JR. TRUSTEE	08/18/1981	423	28	WASHINGTON	TEXAS
00101806 D	COOK, MARY JONES	DOV AMIR AND LOUIS ERLICH	09/29/1983	462	335	WASHINGTON	TEXAS
00101806 E	MARTIN, A.C.	DOV AMIR AND LOUIS ERLICH	05/27/1983	450	772	WASHINGTON	TEXAS
00101806 F	REAVES, RIVERS	DOV AMIR AND LOUIS ERLICH	05/11/1983	450	774	WASHINGTON	TEXAS
00101806 G	MUELLER, CYNTHIA, ET AL	DOV AMIR AND LOUIS ERLICH	08/05/1983	455	166	WASHINGTON	TEXAS
00101806 H	GREENFIELD, EDITH	DOV AMIR AND LOUIS ERLICH	04/28/1983	455	171	WASHINGTON	TEXAS
00101806 I	GREENFIELD, EDITH	DOV AMIR AND LOUIS ERLICH	10/20/1983	458	32	WASHINGTON	TEXAS
00101808 A	MOORE, JESSE B.	JACK D. BRODGON	11/07/1973	15	164	BURLESON	TEXAS
	INSOFAR AND ONLY INSOFAR as said lease 00101808 A covers and affects lands lying outside those lands pooled by the Jesse Moore Gas Unit No. 5-H, a Designation of Unit for which is dated 8/19/96 and recorded at Volume 254, Page 729 of the Oil & Gas Lease Records of Burleson Co., Texas, and SAVE AND EXCEPT those lands in the J.B. Chance Survey, A-9, lying southerly of the CC&SFRR Co. Railway, in Burleson Co., TX						
00101808 B	HAVARD, JACK E.	R. S. SHAWELL	03/28/1979	25	874	BURLESON	TEXAS
	INSOFAR AND ONLY INSOFAR as said lease 00101808 B covers and affects lands lying outside those lands pooled by the Jesse Moore Gas Unit No. 5-H, a Designation of Unit for which is dated 8/19/96 and recorded at Volume 254, Page 729 of the Oil & Gas Lease of Burleson Co., Texas						
00101986 A	PECORE, ELIZABETH HOHLT, ET AL	SENECA RESOURCES CORPORATION	08/22/1990	174	435	BURLESON	TEXAS
00101986 B	WICH, JOAN HOHLT	SENECA RESOURCES CORPORATION	08/22/1990	174	431	BURLESON	TEXAS
00101986 C	FLEMING, FREDERIC JR.	SENECA RESOURCES CORPORATION	08/22/1990	174	427	BURLESON	TEXAS
00101986 D	FLEMING, ROBERT S.	SENECA RESOURCES CORPORATION	08/22/1990	174	423	BURLESON	TEXAS
00101986 E	TRAAC COMPANY	SENECA RESOURCES CORPORATION	08/22/1990	174	439	BURLESON	TEXAS
00102045	STATE OF TEXAS - M-95092	SENECA RESOURCES CORPORATION	10/06/1992	169	315	BRAZOS	TEXAS
				209	883	BURLESON	TEXAS

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00102047 A	FRANK T. FLEET, INC., ET AL	SENECA RESOURCES CORPORATION	01/01/1993	1724	225	BRAZOS	TEXAS
00102047 B	SCHWAB, MAUD F.	SENECA RESOURCES CORPORATION	01/15/1993	1724	233	BRAZOS	TEXAS
00102047 C	LOGAN, LOUISE A., ET AL	SENECA RESOURCES CORPORATION	01/15/1993	1724	230	BRAZOS	TEXAS
00102051	LOCKHART, ESTATE OF ERIN L.	UNION PACIFIC RESOURCES COMPANY	07/22/1992	207	261	BURLESON	TEXAS
00102059 A	WALKER, MILLS P.	ALICE M. REESE ESTATE	12/16/1977	29	525	BRAZOS	TEXAS
00102059 B	DOUGHERTY, JOHN B., ET AL	WILLIAM C. RICHARDSON JR.	02/15/1978	30	429	BRAZOS	TEXAS
00102059 C	LAWRENCE, JOHN M., III	WILLIAM C. RICHARDSON JR.	02/15/1978	30	433	BRAZOS	TEXAS

INSOFAR AND ONLY INSOFAR as said leases 00102059 A, B & C cover and affect lands outside those lands pooled by the following units:
1. Jr. Allen OL #1-H Unit, a Corrected Declaration of Pooled Unit for which dated 1/10/94 is recorded at Volume 2334, Page 53
2. Barrera #2 Unit, an Amended Pooling Agreement and Unit Designation for which is dated 3/16/94 and recorded at Volume 2113, Page 24
3. The Brannon #1H Unit, a Designation of Unit for which was filed for record on 12/22/94 at Volume 2288, Page 256
Recording references herein are made to the Official Public Records of Brazos County, Texas .

00102300 A	SHERMAN, ROBBIE MARILYN	SENECA RESOURCES CORPORATION	02/08/1995	792	330	WASHINGTON	TEXAS
00102300 AA	HARRIS, LINDA	SENECA RESOURCES CORPORATION	02/03/1995	792	281	WASHINGTON	TEXAS
00102300 AB	MASON, MOLLIE L.	SENECA RESOURCES CORPORATION	02/03/1995	792	279	WASHINGTON	TEXAS
00102300 AC	PROCTOR, DOROTHY ANN	SENECA RESOURCES CORPORATION	02/03/1995	792	277	WASHINGTON	TEXAS
00102300 AD	RILEY, EVELYN	SENECA RESOURCES CORPORATION	02/06/1995	792	274	WASHINGTON	TEXAS
00102300 AE	RUTHIE MAE DANIELS	SENECA RESOURCES CORPORATION	06/05/1995	795	465	WASHINGTON	TEXAS
00102300 AF	ELLISON, BOBBIE JEAN	SENECA RESOURCES CORPORATION	02/08/1995	795	445	WASHINGTON	TEXAS
00102300 AG	DREWERY, THERON E.	SENECA RESOURCES CORPORATION	03/19/1995	795	462	WASHINGTON	TEXAS
00102300 AH	WILSON, SHERRY MACK	SENECA RESOURCES CORPORATION	02/21/1995	795	459	WASHINGTON	TEXAS
00102300 AI	WILLIAMS, VIVIAN GRAYS	SENECA RESOURCES CORPORATION	05/23/1995	795	457	WASHINGTON	TEXAS
00102300 AJ	HAYES, AL	SENECA RESOURCES CORPORATION	05/23/1995	795	455	WASHINGTON	TEXAS
00102300 AK	WATSON, WYMIE GRAYS	SENECA RESOURCES CORPORATION	05/23/1995	795	453	WASHINGTON	TEXAS
00102300 AL	RAY, HATTIE HAYES	SENECA RESOURCES CORPORATION	06/07/1995	795	451	WASHINGTON	TEXAS
00102300 AM	HAYES, JOANNE MEREDITH	SENECA RESOURCES CORPORATION	06/07/1995	795	447	WASHINGTON	TEXAS
00102300 AN	DILWORTH, TONY L.	SENECA RESOURCES CORPORATION	02/08/1995	795	443	WASHINGTON	TEXAS
00102300 AO	STEPHENS, ERNEST	SENECA RESOURCES CORPORATION	06/05/1995	795	441	WASHINGTON	TEXAS
00102300 AP	HAYES, LARRY	SENECA RESOURCES CORPORATION	06/08/1995	795	439	WASHINGTON	TEXAS
00102300 AQ	HAYES, CAROLYN R.	SENECA RESOURCES CORPORATION	06/08/1995	795	437	WASHINGTON	TEXAS
00102300 AR	MATTIS, LUCILLE	SENECA RESOURCES CORPORATION	02/23/1995	795	434	WASHINGTON	TEXAS
00102300 AS	SHELTON, JOLEE	SENECA RESOURCES CORPORATION	05/23/1995	795	432	WASHINGTON	TEXAS
00102300 AT	MCVEA, ROBERT	SENECA RESOURCES CORPORATION	06/20/1995	795	430	WASHINGTON	TEXAS
00102300 AU	GILLESPIE, LESTER	SENECA RESOURCES CORPORATION	06/20/1995	795	428	WASHINGTON	TEXAS
00102300 AV	GRAYS, BOBBY JOE	SENECA RESOURCES CORPORATION	05/23/1995	795	395	WASHINGTON	TEXAS
00102300 AW	DREWERY, BILL	SENECA RESOURCES CORPORATION	03/19/1995	795	425	WASHINGTON	TEXAS
00102300 AX	HAYNES, ROBBIE M.	SENECA RESOURCES CORPORATION	05/09/1995	795	423	WASHINGTON	TEXAS
00102300 AY	HUBBARD, JAMES A.	SENECA RESOURCES CORPORATION	05/09/1995	795	421	WASHINGTON	TEXAS
00102300 AZ	HILL, LEOLA	SENECA RESOURCES CORPORATION	05/17/1995	795	417	WASHINGTON	TEXAS
00102300 B	DANIELS, LILLIAN MARIE	SENECA RESOURCES CORPORATION	05/08/1995	792	326	WASHINGTON	TEXAS
00102300 BA	BROWN, LULA EUNICE GRAYS	SENECA RESOURCES CORPORATION	05/22/1995	795	419	WASHINGTON	TEXAS
00102300 BB	ROSS, MELVIN	SENECA RESOURCES CORPORATION	05/04/1995	795	415	WASHINGTON	TEXAS
00102300 BC	RANDALL, DONNA M.	SENECA RESOURCES CORPORATION	05/09/1995	795	413	WASHINGTON	TEXAS
00102300 BD	STEPHENS, WAYNE	SENECA RESOURCES CORPORATION	05/29/1995	795	411	WASHINGTON	TEXAS
00102300 BE	STEPHENS, SEBRINA D.	SENECA RESOURCES CORPORATION	05/29/1995	795	409	WASHINGTON	TEXAS
00102300 BF	STEPHENS, TIMOTHY	SENECA RESOURCES CORPORATION	05/29/1995	795	407	WASHINGTON	TEXAS
00102300 BG	BELSER,RENITA	SENECA RESOURCES CORPORATION	05/29/1995	795	405	WASHINGTON	TEXAS
00102300 BH	HAYES, JAMES C.	SENECA RESOURCES CORPORATION	05/17/1995	795	403	WASHINGTON	TEXAS
00102300 BI	DIXON, CATHERINE	SENECA RESOURCES CORPORATION	05/09/1995	795	401	WASHINGTON	TEXAS
00102300 BJ	MOORE, CARRIE	SENECA RESOURCES CORPORATION	05/29/1995	795	399	WASHINGTON	TEXAS

00102300 BK	HUBBARD, FANNIE V.	SENECA RESOURCES CORPORATION	05/18/1995	795	397	WASHINGTON	TEXAS
00102300 BL	HAYES, CHRISTOPHER E.	SENECA RESOURCES CORPORATION	06/07/1995	795	449	WASHINGTON	TEXAS
00102300 BM	KING, BOBBIE	SENECA RESOURCES CORPORATION	02/06/1995	792	285	WASHINGTON	TEXAS
00102300 C	DANIELS, SARAH	SENECA RESOURCES CORPORATION	05/09/1995	792	326	WASHINGTON	TEXAS
00102300 D	HAYES, JAMES PETER	SENECA RESOURCES CORPORATION	05/07/1995	792	324	WASHINGTON	TEXAS
00102300 E	HAYES, JIMMIE	SENECA RESOURCES CORPORATION	05/07/1995	792	322	WASHINGTON	TEXAS
00102300 F	DANIELS, JAMES C.	SENECA RESOURCES CORPORATION	05/09/1995	792	320	WASHINGTON	TEXAS
00102300 G	DANIELS, CHARLENE	SENECA RESOURCES CORPORATION	05/08/1995	792	318	WASHINGTON	TEXAS
00102300 H	DREWERY, CLAUDE B.	SENECA RESOURCES CORPORATION	03/19/1995	792	316	WASHINGTON	TEXAS
00102300 I	DAVIS, FAYE	SENECA RESOURCES CORPORATION	03/19/1995	792	314	WASHINGTON	TEXAS
00102300 J	JACKSON, SHIRLEY	SENECA RESOURCES CORPORATION	03/19/1995	792	312	WASHINGTON	TEXAS
00102300 K	WILSON, JOE E.	SENECA RESOURCES CORPORATION	02/21/1995	792	310	WASHINGTON	TEXAS
00102300 L	DREWERY, ROY	SENECA RESOURCES CORPORATION	03/19/1995	792	308	WASHINGTON	TEXAS
00102300 M	CLIFTON, EDWARD C.	SENECA RESOURCES CORPORATION	02/21/1995	792	305	WASHINGTON	TEXAS
00102300 N	JOHNSON, ELNORA	SENECA RESOURCES CORPORATION	02/03/1995	792	303	WASHINGTON	TEXAS
00102300 O	MCDANIEL, HOMER V.	SENECA RESOURCES CORPORATION	02/09/1995	792	301	WASHINGTON	TEXAS
00102300 P	CRISS, CHARLES	SENECA RESOURCES CORPORATION	02/08/1995	792	299	WASHINGTON	TEXAS
00102300 Q	DICKEY, HELEN	SENECA RESOURCES CORPORATION	02/06/1995	792	297	WASHINGTON	TEXAS
00102300 R	GRAYS, LULA B.	SENECA RESOURCES CORPORATION	02/06/1995	792	295	WASHINGTON	TEXAS
00102300 S	PORCH, LOIS	SENECA RESOURCES CORPORATION	02/07/1995	792	293	WASHINGTON	TEXAS
00102300 T	WALTON, RUDELL	SENECA RESOURCES CORPORATION	02/06/1995	792	291	WASHINGTON	TEXAS
00102300 U	RILEY, MILDRED	SENECA RESOURCES CORPORATION	02/07/1995	792	289	WASHINGTON	TEXAS
00102300 V	WILSON, CHESTER	SENECA RESOURCES CORPORATION	02/03/1995	792	287	WASHINGTON	TEXAS
00102300 W	JACKSON, FLORENCE	SENECA RESOURCES CORPORATION	02/03/1995	792	283	WASHINGTON	TEXAS
00102300 X	GILLESPIE, WARDELL	SENECA RESOURCES CORPORATION	02/23/1995	792	332	WASHINGTON	TEXAS
00102300 Y	MITCHELL, LINDA	SENECA RESOURCES CORPORATION	02/23/1995	792	335	WASHINGTON	TEXAS
00102300 Z	WILSON, RUDELL	SENECA RESOURCES CORPORATION	03/19/1995	792	338	WASHINGTON	TEXAS
00102302 A	STEEN, AMULA	SENECA RESOURCES CORPORATION	06/15/1995	795	189	WASHINGTON	TEXAS
00102302 B	LEWIS, CAREY, SR.	SENECA RESOURCES CORPORATION	06/15/1995	795	202	WASHINGTON	TEXAS
00102302 C	FLEMING, L. A.	SENECA RESOURCES CORPORATION	06/15/1995	795	190	WASHINGTON	TEXAS
00102302 D	COOPER, ANDREW, JR.	SENECA RESOURCES CORPORATION	07/12/1995	795	165	WASHINGTON	TEXAS
00102302 E	QUINN, BERLINE MAXEY	SENECA RESOURCES CORPORATION	06/15/1995	795	167	WASHINGTON	TEXAS
00102302 F	HOUSTON, RUTH	SENECA RESOURCES CORPORATION	06/15/1995	795	172	WASHINGTON	TEXAS
00102302 G	LEWIS, WILLIAM	SENECA RESOURCES CORPORATION	06/15/1995	795	186	WASHINGTON	TEXAS
00102302 H	LEWIS, SAMUEL B.	SENECA RESOURCES CORPORATION	06/15/1995	795	174	WASHINGTON	TEXAS
00102302 I	MAXIE, IRVING	SENECA RESOURCES CORPORATION	06/15/1995	795	176	WASHINGTON	TEXAS
00102302 J	THOMPSON, JOSIE LEE MAXIE BERR	SENECA RESOURCES CORPORATION	06/15/1995	795	178	WASHINGTON	TEXAS
00102302 K	HARRIS, ELMO	SENECA RESOURCES CORPORATION	06/15/1995	795	180	WASHINGTON	TEXAS
00102302 L	MOSES, ADDIE MAE	SENECA RESOURCES CORPORATION	06/15/1995	795	182	WASHINGTON	TEXAS
00102302 M	LITTLE, GLORIA	SENECA RESOURCES CORPORATION	06/15/1995	795	184	WASHINGTON	TEXAS
00102302 N	PORTER, JOHN WESLEY	SENECA RESOURCES CORPORATION	06/16/1995	799	31	WASHINGTON	TEXAS
00102302 O	MAXEY, MELVIN	SENECA RESOURCES CORPORATION	08/01/1995	799	50	WASHINGTON	TEXAS
00102302 P	LINGREN, CONNEEN SANDERS	SENECA RESOURCES CORPORATION	08/01/1995	799	43	WASHINGTON	TEXAS
00102302 Q	HOUSTON, JUSTIN , JR.	SENECA RESOURCES CORPORATION	06/15/1995	799	45	WASHINGTON	TEXAS
00102302 R	RAY, HULDA	SENECA RESOURCES CORPORATION	06/15/1996	799	22	WASHINGTON	TEXAS
00102302 S	DOUGLAS, FREDNA	SENECA RESOURCES CORPORATION	07/13/1995	799	20	WASHINGTON	TEXAS
00102302 T	DURLEY, DENISE SUE	SENECA RESOURCES CORPORATION	08/01/1995	800	709	WASHINGTON	TEXAS
00102302 U	HOUSTON, LAWANA	SENECA RESOURCES CORPORATION	08/01/1995	800	698	WASHINGTON	TEXAS
00102302 V	DURLEY, LEANDER R.	SENECA RESOURCES CORPORATION	08/01/1995	800	706	WASHINGTON	TEXAS
00102302 W	DURLEY, MYRNA L.	SENECA RESOURCES CORPORATION	08/01/1995	800	702	WASHINGTON	TEXAS
00102303 A	LITTLE, MICHAEL	SENECA RESOURCES CORPORATION	06/28/1995	795	210	WASHINGTON	TEXAS
00102303 B	LITTLE, ROBERT J. , JR.	SENECA RESOURCES CORPORATION	07/10/1995	795	212	WASHINGTON	TEXAS

A CERTIFIED COPY issued
OCT 16 2000
Beth Rothermel, County Clerk
Washington County, TX. Deputy

A CERTIFIED COPY issued OCT 16 2000
Beth Rothermel, County Clerk
Washington County, TX Deputy

00102303 C	LITTLE, PRESLEY	SENECA RESOURCES CORPORATION	06/28/1995	795	206	WASHINGTON	TEXAS
00102303 D	LITTLE, EPSTEIN, JR.	SENECA RESOURCES CORPORATION	06/28/1995	795	208	WASHINGTON	TEXAS
00102303 E	WHITE, T. BERTHA	SENECA RESOURCES CORPORATION	06/28/1995	795	188	WASHINGTON	TEXAS
00102303 F	LITTLE, GLORIA	SENECA RESOURCES CORPORATION	06/28/1995	795	192	WASHINGTON	TEXAS
00102303 G	HICKS, BOBBIE LEE	SENECA RESOURCES CORPORATION	07/10/1995	795	198	WASHINGTON	TEXAS
00102303 H	LITTLE, MARGARET	SENECA RESOURCES CORPORATION	06/28/1995	795	204	WASHINGTON	TEXAS
00102303 I	DEAVER, KWANI NICOLE	SENECA RESOURCES CORPORATION	07/12/1995	795	194	WASHINGTON	TEXAS
00102303 J	PRICE, DEBORAH L.	SENECA RESOURCES CORPORATION	06/28/1995	795	196	WASHINGTON	TEXAS
00102303 K	DEAVER, MELVIN ROZAN	SENECA RESOURCES CORPORATION	07/13/1995	799	41	WASHINGTON	TEXAS

SAVE AND EXCEPT from Leases 00102303 A thru 00102303 K those lands pooled by the Sharp Unit #1, an Amendment and Ratification of Designation of Unit for which is recorded at Volume 826, Page 302 of the Official Records of Washington Co., Texas.

00102304 A	SCHULTE, THOMAS J., ET UX	J. KAY BUCHANAN, TRUSTEE	01/28/1993	693	708	WASHINGTON	TEXAS
00102304 B	MAHAN, WILLIE MAY	SENECA RESOURCES CORPORATION	06/30/1995	795	200	WASHINGTON	TEXAS
00102304 C	JONES, LANA JEANNETTE	SENECA RESOURCES CORPORATION	07/20/1995	799	35	WASHINGTON	TEXAS
00102304 D	LEE, LOIS	SENECA RESOURCES CORPORATION	07/25/1995	799	28	WASHINGTON	TEXAS
00102304 E	JONES, CATHERINE	SENECA RESOURCES CORPORATION	07/20/1995	799	25	WASHINGTON	TEXAS
00102304 F	JACKSON, ELIZABETH	SENECA RESOURCES CORPORATION	07/25/1995	799	39	WASHINGTON	TEXAS
00102304 G	POTTS, CLEMON HARDY	SENECA RESOURCES CORPORATION	07/25/1995	799	47	WASHINGTON	TEXAS
00102304 H	JONES, JACQUELINE	SENECA RESOURCES CORPORATION	07/20/1995	799	24	WASHINGTON	TEXAS
00102304 I	JONES, CHARLOTTE	SENECA RESOURCES CORPORATION	07/20/1995	800	696	WASHINGTON	TEXAS
00102304 J	BARNETT, PHYLLIS JONES	SENECA RESOURCES CORPORATION	07/13/1995	800	704	WASHINGTON	TEXAS
00102304 K	JONES, DOROTHY	SENECA RESOURCES CORPORATION	07/20/1995	800	700	WASHINGTON	TEXAS
00102304 L	FRAZIER, ALICE V.	SENECA RESOURCES CORPORATION	07/05/1995	795	214	WASHINGTON	TEXAS
00102304 M	QUARLES, CHESTER	SENECA RESOURCES CORPORATION	07/05/1995	805	802	WASHINGTON	TEXAS
00102304 N	QUARLES, SHIRLEY V.	SENECA RESOURCES CORPORATION	07/05/1995	805	805	WASHINGTON	TEXAS
00102304 O	THOMAS, RICHARD T., SR.	SENECA RESOURCES CORPORATION	09/19/1995	805	380	WASHINGTON	TEXAS
00102304 P	POTTS, CHARLES	SENECA RESOURCES CORPORATION	07/25/1995	830	145	WASHINGTON	TEXAS
00102327	VICKERS, C. L. , ET AL	TRINITY RESOURCES, INC.	10/04/1979	385	64	WASHINGTON	TEXAS
00102328 A	VICKERS, C. L. AND WIFE	CLAYTON W. WILLIAMS, JR.	11/18/1983	463	210	WASHINGTON	TEXAS
00102328 B	VICKERS, CLARENCE THOMAS	CLAYTON W. WILLIAMS, JR.	07/07/1984	480	353	WASHINGTON	TEXAS
00102330	MYERS, MARK DAVID ET UX	CLAYTON W. WILLIAMS, JR.	12/22/1994	463	210	WASHINGTON	TEXAS
00102331 A	WHITEFORD, SUSAN A. ETAL	CLAYTON W. WILLIAMS, JR.	02/23/1984	480	77	WASHINGTON	TEXAS
00102332	HUTCHINGS, WILLIAM ET UX TRUST	CLAYTON W. WILLIAMS, JR.	11/09/1983	460	396	WASHINGTON	TEXAS
00102333	THE STATE OF TEXAS NO. M-66288	CLAYTON WILLIAMS ENERGY, INC.	02/09/1995	774	726	WASHINGTON	TEXAS
00102336	STATE OF TEXAS M-96404	SENECA RESOURCES CORPORATION	04/04/1995	241	705	BURLESON	TEXAS
00102337	STATE OF TEXAS M-96403	SENECA RESOURCES CORPORATION	04/04/1995	241	714	BURLESON	TEXAS
00102342	HUTCHINGS, WILLIAM L. ETUX TR.	SENECA RESOURCES CORPORATION	01/05/1995	799	52	WASHINGTON	TEXAS
00102347 A	NEAL, SAMMIE L., ET AL	SENECA RESOURCES CORPORATION	07/31/1995	805	800	WASHINGTON	TEXAS
00102348 A	WHITEFORD FAMILY LTD PRTNRSHP	SENECA RESOURCES CORPORATION	10/20/1995	805	808	WASHINGTON	TEXAS
00102348 B	BRENHAM CEMETERY ASSOCIATION	BAKER EXPLORATION COMPANY	12/28/1993	720	301	WASHINGTON	TEXAS
00102349	STATE OF TEXAS NO. M-96580	SENECA RESOURCES CORPORATION	06/06/1995	2443	15	BRAZOS	TEXAS
				245	575	BURLESON	TEXAS
00102453	STATE OF TEXAS NO. M-97059	SENECA RESOURCES CORPORATION	01/02/1998	2591	167	BRAZOS	TEXAS

EXHIBIT "B"

Attached to and made a part of that certain Partial Assignement, Conveyance and Bill of sale from Matagorda Operating Company, as Assignor, to Crawford Energy, Inc., et al., as Assignees, effective April 1, 2000.

Property Name	BEFORE PAYOUT WI	NRI	ORRI	RI	AFTER PAYOUT WI	NRI	ORRI	RI
HUTCHINGS #1-H	0.773855	0.582177						
JESSE MOORE #10-H	0.573632	0.446844	0.014623	0.036475				
JESSE MOORE #11-H	0.975000	0.760438	0.029335					
M P WALKER #2-H	0.875000	0.635000	0.014583		0.843800	0.623600	0.000000	(400%)
M P WALKER #3-H	0.875000	0.645102	0.007432		0.859000	0.640000	0.000000	(400%)
MCFARLANE-MOORE UN. #1	0.850000	0.671256						
R MOORE ESTATE #6-H	1.000000	0.750000						
R MOORE ESTATE #7-H	0.977182	0.766259	0.012243					
R MOORE ESTATE UNIT #5-H	0.942909	0.734124						
R MOORE UNIT #1A-H	0.977182	0.748597						
R T MOORE EST #4-H	1.000000	0.770421						
RUBENSTEIN #1-H	0.952200	0.794814						
SCHULTE UNIT #3-H	0.850000	0.662013						
WILKINS #1-U	1.000000	0.718750	0.073333					
WILKINS #4	1.000000	0.718750	0.073333					
WILKINS #5-H	1.000000	0.792083						
WILKINS #7-H	0.938378	0.746124	0.009430		0.928999	0.748451	0.000000	(100%)

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

JUN 02 2000

Beth Rothermel, County Clerk
Washington County, Texas

FILED FOR RECORD
WASHINGTON COUNTY, TX.
00 JUN -1 PM 12:06
BETH ROTHERMEL
WASHINGTON CO. CLERK

VOL 0960 PAGE 577

Matagorda Ex A Blank

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF WASHINGTON

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession as the same is recorded in Volume 960, Page 577, of the Official Records in my office. I hereby certify on

OCT 16 2000

BETH ROTHERMEL
COUNTY CLERK
WASHINGTON COUNTY, TEXAS
By Latrisha Pattison
Deputy

Latrisha Pattison

• Checked for MF #'s ✓
• Entered in database: 3/81
• Problem file? Y ___ N ✓
• Acknowlegement letter sent ___

0721272

0387600021

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF BRAZOS, §
BURLESON & WASHINGTON §

That MATAGORDA OPERATING COMPANY, whose address is 13531 Grand Masterpiece, Houston, Texas 77041, for ten dollars ($10.00) and other valuable consideration paid by the following individual:

AEH Energy, L.L.C., whose address is 5800 Woodway, #141, Houston, Texas 77057

(hereinafter the individual listed in (1) above is referred to as "Assignee"), the receipt and sufficiency of which are hereby acknowledged by Assignor, has and by these presents does ASSIGN, TRANSFER, SELL and CONVEY unto Assignee, an undivided forty percent (40%) of all of ASSIGNOR'S rights, title and interests as of the date of execution of this Assignment, Bill of Sale and Conveyance in and to the following described property and interests:

1) The oil, gas and mineral leases and the operating rights, working interests, overriding royalty interests, rights of assignment and reassignment, payments out of production, and interests and rights to explore for and produce oil, gas or other minerals as set forth on the attached Exhibit "A" (the "Leases"), covering lands located in the counties and state named above (hereinafter called "the Lands"), together with the equipment, oil wells, gas wells, water wells, tanks, pumps, waterlines, roads, buildings, materials, fixtures, platforms, facilities or personal movable or immovable property, including but not limited to pumping equipment, storage facilities, pipelines or treatment equipment located on the Lands or used in connection with the production, treatment, sale, storage, processing or transportation of oil and gas from the Leases (the "Equipment"); and

2) The unit agreements, operating agreements, production sales contracts, gas balancing agreements, enhanced recovery and injection agreements, gas purchasing agreements, farmout and farmin agreements (together with any leasehold interest, working interest, royalty interest, or other interest acquired or reserved), assignments of operating agreements, working interests and subleases, permits, rights-of-way, servitudes, notes, orders, easements and licenses relating to the Leases and the

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
I hereby certify on 10-13-00 JK
County Clerk
Brazos County, Texas

operations on the Leases, or the sale of hydrocarbons therefrom.

3) All other rights and interests in, to or under or derived from the Leases, even though not properly described in Exhibit "A".

TO HAVE AND TO HOLD the Lease unto Assignee, his successors and assigns, forever, and this Assignment is made by Assignor without any covenant, representation, or warranty of title, statutory or otherwise, express or implied. AS TO THE EQUIPMENT, their respective appurtenances and other items of personal property that are assigned hereby, such property is assigned WITHOUT WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OTHERWISE PROVIDED FOR BY LAW ARE EXPRESSLY DISCLAIMED AND NEGATED, AND ALL SUCH PERSONAL PROPERTY IS ASSIGNED AND ACCEPTED "AS IS, WHERE IS, WITH ALL DEFECTS."

This Assignment, Bill of Sale and Conveyance and its terms, covenants and conditions shall be binding upon and inure to the benefit of Assignor and Assignee, and their heirs, legal representatives, devisees, executors, administrators, successors and assigns, and such terms, covenants and conditions shall be deemed as covenants running with the lands covered hereby.

The oil and/or gas wells located on the Lands and covered by the Leases are described in Exhibit "B" to this Assignment.

This Assignment, Bill of Sale and Conveyance is executed in multiple originals on the date shown in the acknowledgment attached hereto and is effective as of the Effective Date as shown below.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
I hereby certify, on 10-13-00 JK
Mary Louise Garza
County Clerk
Brazos County, Texas

0721272

03876 00023

EXECUTED this 16th day of June, 2000, but effective the 1st day of April, 2000, at 7:00 a.m. (the "Effective Date").

ASSIGNOR:

MATAGORDA OPERATING COMPANY

By: Charles Cheatham

Name: Charles Cheatham

Title: president

ASSIGNEE:

AEH ENERGY, L.L.C.

By: [signature]

Name: [illegible]

Title: [illegible]

Hill/Matagorda Asg't

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
I hereby certify, on 10-13-00 GK

County Clerk
Brazos County, Texas

0721272

03876 00024

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 16th day of June, 2000, by Charles Cheatham, President of Matagorda Operating Company, by and on behalf of Matagorda Operating Company.

KAREN LOOS JAGGERS
MY COMMISSION EXPIRES
MARCH 6, 2004

Karen Jaggers
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 16th day of June, 2000, by Michael R. Hill, President of AEH Energy, L.L.C., by and on behalf of AEH Energy, L.L.C.

Karen Jaggers
Notary Public, State of Texas

KAREN LOOS JAGGERS
MY COMMISSION EXPIRES
MARCH 6, 2004

HE/Matagorda Assg't

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
I hereby certify, on 10-13-2004

Mary Lou Ward
County Clerk
Brazos County, Texas

Exhibit "A"
Attached to and made a part of that
certain Assignment, Bill of Sale and Conveyance from
Matagorda Operating Company to AEH Energy, L.L.C.
dated effective the 1st day of April, 2000.

LEASE #	LEASE NAME	LESSEE	LEASE DATE	RECORDING DATA VOLUME	PAGE	COUNTY	STATE
00101662	TERRELL, WM. J., IND. EXEC	R. S. SHAWELL	02/06/1978	30	312	BRAZOS	TEXAS
00101664	MOORE, ROBT, IND & TRUSTEE	R. S. SHAWELL	07/20/1977	27	353	BRAZOS	TEXAS
00101665	MOORE, HARRY H., ET UX	R. S. SHAWELL	07/15/1977	27	356	BRAZOS	TEXAS
00101665 B	KNEELAND, MARIE S., ET AL	UNION PACIFIC RESOURCES COMPANY	12/21/1994	2329	263	BRAZOS	TEXAS
00101666 A	TERRELL, WM. J., IND EXEC	R. S. SHAWELL	02/06/1978	30	302	BRAZOS	TEXAS
00101666 B	TERRELL, MARY S.	R. S. SHAWELL	02/06/1978	30	441	BRAZOS	TEXAS
00101666 C	TERRELL, WILLIAM J.	R. S. SHAWELL	02/06/1978	30	307	BRAZOS	TEXAS
00101758	LEVY, CLARA BELLE	NAPECO INC.	06/01/1978	24	506	BURLESON	TEXAS

INSOFAR AND ONLY INSOFAR as said lease 00101758 covers and affects lands lying outside those lands pooled by the Yegua-Schawe Unit No. 1 a Designation of Unit for which is dated 8/20/93 and recorded at Volume 223, Page 671 of the Oil & Gas Lease Records of Burleson Co., Texas.

00101759	DOBBINS, WILLIAM T.	DOV AMIR AND LOUIS ERLICH	05/25/1979	40	142	BURLESON	TEXAS
00101780	RUBENSTEIN, BEATRICE	NAPECO INC.	08/03/1978	24	511	BURLESON	TEXAS
00101782	WILKIN, MABEL, ET AL	NAPECO INC.	01/03/1979	24	499	BURLESON	TEXAS
00101806 A	SCHULTE, THOMAS ET UX	DOV AMIR AND LOUIS ERLICH	05/16/1983	455	155	WASHINGTON	TEXAS
00101806 B	FOREE, R.L.	DOV AMIR AND LOUIS ERLICH	05/16/1983	451	846	WASHINGTON	TEXAS
00101806 C	ELLISON, CORA, IND, EXEC	W. MARTIN BOSWORTH JR. TRUSTEE	08/19/1981	423	28	WASHINGTON	TEXAS
00101806 D	COOK, MARY JONES	DOV AMIR AND LOUIS ERLICH	09/29/1983	462	335	WASHINGTON	TEXAS
00101806 E	MARTIN, A.C.	DOV AMIR AND LOUIS ERLICH	05/27/1983	450	772	WASHINGTON	TEXAS
00101806 F	REAVES, RIVERS	DOV AMIR AND LOUIS ERLICH	05/11/1983	450	774	WASHINGTON	TEXAS
00101806 G	MUELLER, CYNTHIA, ET AL	DOV AMIR AND LOUIS ERLICH	08/05/1983	455	166	WASHINGTON	TEXAS
00101806 H	GREENFIELD, EDITH	DOV AMIR AND LOUIS ERLICH	04/28/1983	455	171	WASHINGTON	TEXAS
00101806 I	GREENFIELD, EDITH	DOV AMIR AND LOUIS ERLICH	10/20/1983	458	32	WASHINGTON	TEXAS
00101808 A	MOORE, JESSE B.	JACK D. BRODGON	11/07/1973	15	164	BURLESON	TEXAS

INSOFAR AND ONLY INSOFAR as said lease 00101808 A covers and affects lands lying outside those lands pooled by the Jesse Moore Gas Unit No. 5-H, a Designation of Unit for which is dated 5/19/98 and recorded at Volume 254, Page 725 of the Oil & Gas Lease Records of Burleson Co., Texas, and SAVE AND EXCEPT those lands in the J.B. Chance Survey, A-8, lying southerly of the CC&SFRR Co. Railway, in Burleson Co., TX

00101808 B	HAVARD, JACK E.	R. S. SHAWELL	03/28/1979	25	574	BURLESON	TEXAS

INSOFAR AND ONLY INSOFAR as said lease 00101808 B covers and affects lands lying outside those lands pooled by the Jesse Moore Gas Unit No. 5-H, a Designation of Unit for which is dated 5/19/98 and recorded at Volume 254, Page 725 of the Oil & Gas Lease of Burleson Co., Texas

00101995 A	PECORE, ELIZABETH HOHLT, ET AL	SENECA RESOURCES CORPORATION	08/22/1990	174	435	BURLESON	TEXAS
00101995 B	WICH, JOAN HOHLT	SENECA RESOURCES CORPORATION	08/22/1990	174	431	BURLESON	TEXAS
00101995 C	FLEMING, FREDERIC JR.	SENECA RESOURCES CORPORATION	08/22/1990	174	427	BURLESON	TEXAS
00101995 D	FLEMING, ROBERT S.	SENECA RESOURCES CORPORATION	08/22/1990	174	423	BURLESON	TEXAS
00101995 E	TRAAC COMPANY	SENECA RESOURCES CORPORATION	08/22/1990	174	439	BURLESON	TEXAS
00102045	STATE OF TEXAS - M-95092	SENECA RESOURCES CORPORATION	10/06/1992	169	316	BRAZOS	TEXAS
				209	653	BURLESON	TEXAS

0721272

52000 07830

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the Real Property records of Brazos, County, Texas.
Thereby certify, on 10-13-00 JK
County Clerk
Brazos County, Texas

00102047 A	FRANK T. FLEET, INC., ET AL	SENECA RESOURCES CORPORATION	01/01/1993	1724	225	BRAZOS	TEXAS
00102047 B	SCHWAB, MAUD F.	SENECA RESOURCES CORPORATION	01/15/1993	1724	233	BRAZOS	TEXAS
00102047 C	LOGAN, LOUISE A., ET AL	SENECA RESOURCES CORPORATION	01/15/1993	1724	230	BRAZOS	TEXAS
00102051	LOCKHART, ESTATE OF ERIN L.	UNION PACIFIC RESOURCES COMPANY	07/22/1992	207	281	BURLESON	TEXAS
00102059 A	WALKER, MILLS P.	ALICE M. REESE ESTATE	12/16/1977	29	525	BRAZOS	TEXAS
00102059 B	DOUGHERTY, JOHN B., ET AL	WILLIAM C. RICHARDSON JR.	02/15/1978	30	429	BRAZOS	TEXAS
00102059 C	LAWRENCE, JOHN M., III	WILLIAM C. RICHARDSON JR.	02/15/1978	30	433	BRAZOS	TEXAS

INSOFAR AND ONLY INSOFAR as said leases 00102059 A, B & C cover and affect lands outside those lands pooled by the following units:
1. Jr. Allen OL #1-H Unit, a Corrected Declaration of Pooled Unit for which dated 1/10/94 is recorded at Volume 2334, Page 53
2. Barrera #2 Unit, an Amended Pooling Agreement and Unit Designation for which is dated 3/16/94 and recorded at Volume 2113, Page 24
3. The Brannon #1H Unit, a Designation of Unit for which was filed for record on 12/22/94 at Volume 2286, Page 256
Recording references herein are made to the Official Public Records of Brazos County, Texas.

00102300 A	SHERMAN, ROBBIE MARILYN	SENECA RESOURCES CORPORATION	02/08/1995	792	330	WASHINGTON	TEXAS
00102300 AA	HARRIS, LINDA	SENECA RESOURCES CORPORATION	02/03/1995	792	281	WASHINGTON	TEXAS
00102300 AB	MASON, MOLLIE L.	SENECA RESOURCES CORPORATION	02/03/1995	792	279	WASHINGTON	TEXAS
00102300 AC	PROCTOR, DOROTHY ANN	SENECA RESOURCES CORPORATION	02/03/1995	792	277	WASHINGTON	TEXAS
00102300 AD	RILEY, EVELYN	SENECA RESOURCES CORPORATION	02/08/1995	792	274	WASHINGTON	TEXAS
00102300 AE	RUTHIE MAE DANIELS	SENECA RESOURCES CORPORATION	06/05/1995	795	465	WASHINGTON	TEXAS
00102300 AF	ELLISON, BOBBIE JEAN	SENECA RESOURCES CORPORATION	02/08/1995	795	445	WASHINGTON	TEXAS
00102300 AG	DREWERY, THERON E.	SENECA RESOURCES CORPORATION	03/18/1995	795	462	WASHINGTON	TEXAS
00102300 AH	WILSON, SHERRY MACK	SENECA RESOURCES CORPORATION	02/21/1995	795	459	WASHINGTON	TEXAS
00102300 AI	WILLIAMS, VIVIAN GRAYS	SENECA RESOURCES CORPORATION	05/23/1995	795	457	WASHINGTON	TEXAS
00102300 AJ	HAYES, AL	SENECA RESOURCES CORPORATION	05/23/1995	795	455	WASHINGTON	TEXAS
00102300 AK	WATSON, WYMIE GRAYS	SENECA RESOURCES CORPORATION	05/23/1995	795	453	WASHINGTON	TEXAS
00102300 AL	RAY, HATTIE HAYES	SENECA RESOURCES CORPORATION	06/07/1995	795	451	WASHINGTON	TEXAS
00102300 AM	HAYES, JOANNE MEREDITH	SENECA RESOURCES CORPORATION	06/07/1995	795	447	WASHINGTON	TEXAS
00102300 AN	DILWORTH, TONY L.	SENECA RESOURCES CORPORATION	02/08/1995	795	443	WASHINGTON	TEXAS
00102300 AO	STEPHENS, ERNEST	SENECA RESOURCES CORPORATION	06/05/1995	795	441	WASHINGTON	TEXAS
00102300 AP	HAYES, LARRY	SENECA RESOURCES CORPORATION	06/08/1995	795	439	WASHINGTON	TEXAS
00102300 AQ	HAYES, CAROLYN R.	SENECA RESOURCES CORPORATION	06/08/1995	795	437	WASHINGTON	TEXAS
00102300 AR	MATTIS, LUCILLE	SENECA RESOURCES CORPORATION	02/23/1995	795	434	WASHINGTON	TEXAS
00102300 AS	SHELTON, JOLEE	SENECA RESOURCES CORPORATION	05/23/1995	795	432	WASHINGTON	TEXAS
00102300 AT	MCVEA, ROBERT	SENECA RESOURCES CORPORATION	06/20/1995	795	430	WASHINGTON	TEXAS
00102300 AU	GILLESPIE, LESTER	SENECA RESOURCES CORPORATION	06/20/1995	795	428	WASHINGTON	TEXAS
00102300 AV	GRAYS, BOBBY JOE	SENECA RESOURCES CORPORATION	05/23/1995	795	395	WASHINGTON	TEXAS
00102300 AW	DREWERY, BILL	SENECA RESOURCES CORPORATION	03/19/1995	795	425	WASHINGTON	TEXAS
00102300 AX	HAYNES, ROBBIE M.	SENECA RESOURCES CORPORATION	05/09/1995	795	423	WASHINGTON	TEXAS
00102300 AY	HUBBARD, JAMES A.	SENECA RESOURCES CORPORATION	05/09/1995	795	421	WASHINGTON	TEXAS
00102300 AZ	HILL, LEOLA	SENECA RESOURCES CORPORATION	06/17/1995	795	417	WASHINGTON	TEXAS
00102300 B	DANIELS, LILLIAN MARIE	SENECA RESOURCES CORPORATION	05/08/1995	792	328	WASHINGTON	TEXAS
00102300 BA	BROWN, LULA EUNICE GRAYS	SENECA RESOURCES CORPORATION	05/22/1995	795	419	WASHINGTON	TEXAS
00102300 BB	ROSS, MELVIN	SENECA RESOURCES CORPORATION	05/04/1995	795	415	WASHINGTON	TEXAS
00102300 BC	RANDALL, DONNA M.	SENECA RESOURCES CORPORATION	05/09/1995	795	413	WASHINGTON	TEXAS
00102300 BD	STEPHENS, WAYNE	SENECA RESOURCES CORPORATION	05/29/1995	795	411	WASHINGTON	TEXAS
00102300 BE	STEPHENS, SEBRINA D.	SENECA RESOURCES CORPORATION	05/29/1995	795	409	WASHINGTON	TEXAS
00102300 BF	STEPHENS, TIMOTHY	SENECA RESOURCES CORPORATION	05/29/1995	795	407	WASHINGTON	TEXAS
00102300 BG	BELSER,RENITA	SENECA RESOURCES CORPORATION	05/29/1995	795	405	WASHINGTON	TEXAS
00102300 BH	HAYES, JAMES C.	SENECA RESOURCES CORPORATION	05/17/1995	795	403	WASHINGTON	TEXAS
00102300 BI	DIXON, CATHERINE	SENECA RESOURCES CORPORATION	05/09/1995	795	401	WASHINGTON	TEXAS
00102300 BJ	MOORE, CARRIE	SENECA RESOURCES CORPORATION	05/29/1995	795	399	WASHINGTON	TEXAS

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.
Thereby certify, on 12-13-00 @ 9:00 AM
County Clerk
Brazos County, Texas

00000576 0721272

Exhibit "B"

Attached to and made a part of that
certain Assignment, Bill of Sale and Conveyance from
Matagorda Operating Company to AEH Energy, L.L.C.
dated effective the 1st day of April, 2000.

Property Name	BEFORE PAYOUT WI	NRI	ORRI	RI	AFTER PAYOUT WI	NRI	ORRI	RI
HUTCHINGS #1-H	0.773855	0.582177						
JESSE MOORE #10-H	0.573832	0.446844	0.014623	0.036475				
JESSE MOORE #11-H	0.975000	0.780438	0.029335					
M P WALKER #2-H	0.875000	0.635000	0.014583		0.843800	0.623600	0.000000	(400%)
M P WALKER #3-H	0.875000	0.645102	0.007432		0.859000	0.640000	0.000000	(400%)
MCFARLANE-MOORE UN. #1	0.850000	0.671256						
R MOORE ESTATE #6-H	1.000000	0.750000						
R MOORE ESTATE #7-H	0.977182	0.766269	0.012243					
R MOORE ESTATE UNIT #5-H	0.942909	0.734124						
R MOORE UNIT #1A-H	0.977182	0.748597						
R T MOORE EST #4-H	1.000000	0.770421						
RUBENSTEIN #1-H	0.962200	0.794814						
SCHULTE UNIT #3-H	0.850000	0.662013						
WILKINS #1-U	1.000000	0.718750	0.073333					
WILKINS #4	1.000000	0.718750	0.073333					
WILKINS #6-H	1.000000	0.792083						
WILKINS #7-H	0.938378	0.746124	0.009430		0.928999	0.748451	0.000000	(100%)

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.
I hereby certify, on 10/13/00
County Clerk
Brazos County, Texas

07212722

00102300 BK	HUBBARD, FANNIE V.	SENECA RESOURCES CORPORATION	05/18/1995	795	397	WASHINGTON	TEXAS
00102300 BL	HAYES, CHRISTOPHER E.	SENECA RESOURCES CORPORATION	05/07/1995	795	449	WASHINGTON	TEXAS
00102300 BM	KING, BOBBIE	SENECA RESOURCES CORPORATION	02/06/1995	792	285	WASHINGTON	TEXAS
00102300 C	DANIELS, SARAH	SENECA RESOURCES CORPORATION	05/09/1995	792	326	WASHINGTON	TEXAS
00102300 D	HAYES, JAMES PETER	SENECA RESOURCES CORPORATION	05/07/1995	792	324	WASHINGTON	TEXAS
00102300 E	HAYES, JIMMIE	SENECA RESOURCES CORPORATION	05/07/1995	792	322	WASHINGTON	TEXAS
00102300 F	DANIELS, JAMES C.	SENECA RESOURCES CORPORATION	05/09/1995	792	320	WASHINGTON	TEXAS
00102300 G	DANIELS, CHARLENE	SENECA RESOURCES CORPORATION	05/08/1995	792	318	WASHINGTON	TEXAS
00102300 H	DREWERY, CLAUDE B.	SENECA RESOURCES CORPORATION	03/19/1995	792	316	WASHINGTON	TEXAS
00102300 I	DAVIS, FAYE	SENECA RESOURCES CORPORATION	03/19/1995	792	314	WASHINGTON	TEXAS
00102300 J	JACKSON, SHIRLEY	SENECA RESOURCES CORPORATION	03/19/1995	792	312	WASHINGTON	TEXAS
00102300 K	WILSON, JOE E.	SENECA RESOURCES CORPORATION	02/21/1995	792	310	WASHINGTON	TEXAS
00102300 L	DREWERY, ROY	SENECA RESOURCES CORPORATION	03/19/1995	792	308	WASHINGTON	TEXAS
00102300 M	CLIFTON, EDWARD C.	SENECA RESOURCES CORPORATION	02/21/1995	792	305	WASHINGTON	TEXAS
00102300 N	JOHNSON, ELNORA	SENECA RESOURCES CORPORATION	02/03/1995	792	303	WASHINGTON	TEXAS
00102300 O	MCDANIEL, HOMER V.	SENECA RESOURCES CORPORATION	02/09/1995	792	301	WASHINGTON	TEXAS
00102300 P	CRISS, CHARLES	SENECA RESOURCES CORPORATION	02/06/1995	792	299	WASHINGTON	TEXAS
00102300 Q	DICKEY, HELEN	SENECA RESOURCES CORPORATION	02/06/1995	792	297	WASHINGTON	TEXAS
00102300 R	GRAYS, LULA B.	SENECA RESOURCES CORPORATION	02/06/1995	792	295	WASHINGTON	TEXAS
00102300 S	PORCH, LOIS	SENECA RESOURCES CORPORATION	02/07/1995	792	293	WASHINGTON	TEXAS
00102300 T	WALTON, RUDELL	SENECA RESOURCES CORPORATION	02/06/1995	792	291	WASHINGTON	TEXAS
00102300 U	RILEY, MILDRED	SENECA RESOURCES CORPORATION	02/07/1995	792	289	WASHINGTON	TEXAS
00102300 V	WILSON, CHESTER	SENECA RESOURCES CORPORATION	02/03/1995	792	287	WASHINGTON	TEXAS
00102300 W	JACKSON, FLORENCE	SENECA RESOURCES CORPORATION	02/03/1995	792	283	WASHINGTON	TEXAS
00102300 X	GILLESPIE, WARDELL	SENECA RESOURCES CORPORATION	02/23/1995	792	332	WASHINGTON	TEXAS
00102300 Y	MITCHELL, LINDA	SENECA RESOURCES CORPORATION	02/23/1995	792	335	WASHINGTON	TEXAS
00102300 Z	WILSON, RUDELL	SENECA RESOURCES CORPORATION	03/19/1995	792	338	WASHINGTON	TEXAS
00102302 A	STEEN, AMULA	SENECA RESOURCES CORPORATION	06/15/1995	795	169	WASHINGTON	TEXAS
00102302 B	LEWIS, CAREY, SR.	SENECA RESOURCES CORPORATION	06/15/1995	795	202	WASHINGTON	TEXAS
00102302 C	FLEMING, L. A.	SENECA RESOURCES CORPORATION	06/15/1995	795	190	WASHINGTON	TEXAS
00102302 D	COOPER, ANDREW, JR.	SENECA RESOURCES CORPORATION	07/12/1995	795	165	WASHINGTON	TEXAS
00102302 E	QUINN, BERLINE MAXEY	SENECA RESOURCES CORPORATION	06/15/1995	795	167	WASHINGTON	TEXAS
00102302 F	HOUSTON, RUTH	SENECA RESOURCES CORPORATION	06/15/1995	795	172	WASHINGTON	TEXAS
00102302 G	LEWIS, WILLIAM	SENECA RESOURCES CORPORATION	06/15/1995	795	186	WASHINGTON	TEXAS
00102302 H	LEWIS, SAMUEL B.	SENECA RESOURCES CORPORATION	06/15/1995	795	174	WASHINGTON	TEXAS
00102302 I	MAXIE, IRVING	SENECA RESOURCES CORPORATION	06/15/1995	795	176	WASHINGTON	TEXAS
00102302 J	THOMPSON, JOSIE LEE MAXIE BERR	SENECA RESOURCES CORPORATION	06/15/1995	795	178	WASHINGTON	TEXAS
00102302 K	HARRIS, ELMO	SENECA RESOURCES CORPORATION	06/15/1995	795	180	WASHINGTON	TEXAS
00102302 L	MOSES, ADDIE MAE	SENECA RESOURCES CORPORATION	06/15/1995	795	182	WASHINGTON	TEXAS
00102302 M	LITTLE, GLORIA	SENECA RESOURCES CORPORATION	06/15/1995	795	184	WASHINGTON	TEXAS
00102302 N	PORTER, JOHN WESLEY	SENECA RESOURCES CORPORATION	06/15/1995	799	31	WASHINGTON	TEXAS
00102302 O	MAXEY, MELVIN	SENECA RESOURCES CORPORATION	06/01/1995	799	50	WASHINGTON	TEXAS
00102302 P	LINGREN, CONNEEN SANDERS	SENECA RESOURCES CORPORATION	06/01/1995	799	43	WASHINGTON	TEXAS
00102302 Q	HOUSTON, JUSTIN , JR.	SENECA RESOURCES CORPORATION	06/15/1995	799	45	WASHINGTON	TEXAS
00102302 R	RAY, HULDA	SENECA RESOURCES CORPORATION	06/15/1995	799	22	WASHINGTON	TEXAS
00102302 S	DOUGLAS, FREDNA	SENECA RESOURCES CORPORATION	07/13/1995	799	20	WASHINGTON	TEXAS
00102302 T	DURLEY, DENISE SUE	SENECA RESOURCES CORPORATION	06/01/1995	800	709	WASHINGTON	TEXAS
00102302 U	HOUSTON, LAWANA	SENECA RESOURCES CORPORATION	06/01/1995	800	698	WASHINGTON	TEXAS
00102302 V	DURLEY, LEANDER R.	SENECA RESOURCES CORPORATION	06/01/1995	800	706	WASHINGTON	TEXAS
00102302 W	DURLEY, MYRNA L.	SENECA RESOURCES CORPORATION	06/01/1995	800	702	WASHINGTON	TEXAS
00102303 A	LITTLE, MICHAEL	SENECA RESOURCES CORPORATION	06/28/1995	795	210	WASHINGTON	TEXAS
00102303 B	LITTLE, ROBERT J. , JR.	SENECA RESOURCES CORPORATION	07/10/1995	795	212	WASHINGTON	TEXAS

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the
Brazos County, Texas.
Witness my hand this
10-13-00
County Clerk
Brazos County, Texas

07212722

10:24:00

00102303 C	LITTLE, PRESLEY	SENECA RESOURCES CORPORATION	06/28/1995	795	206	WASHINGTON	TEXAS
00102303 D	LITTLE, EPSTEIN, JR.	SENECA RESOURCES CORPORATION	06/28/1995	795	206	WASHINGTON	TEXAS
00102303 E	WHITE, T. BERTHA	SENECA RESOURCES CORPORATION	06/28/1995	795	188	WASHINGTON	TEXAS
00102303 F	LITTLE, GLORIA	SENECA RESOURCES CORPORATION	06/28/1995	795	192	WASHINGTON	TEXAS
00102303 G	HICKS, BOBBIE LEE	SENECA RESOURCES CORPORATION	07/10/1995	795	198	WASHINGTON	TEXAS
00102303 H	LITTLE, MARGARET	SENECA RESOURCES CORPORATION	06/28/1995	795	204	WASHINGTON	TEXAS
00102303 I	DEAVER, KWANI NICOLE	SENECA RESOURCES CORPORATION	07/12/1995	795	194	WASHINGTON	TEXAS
00102303 J	PRICE, DEBORAH L.	SENECA RESOURCES CORPORATION	06/28/1995	795	196	WASHINGTON	TEXAS
00102303 K	DEAVER, MELVIN ROZAN	SENECA RESOURCES CORPORATION	07/13/1995	799	41	WASHINGTON	TEXAS

SAVE AND EXCEPT from Leases 00102303 A thru 00102303 K those lands pooled by the Sharp Unit #1, an Amendment and Ratification of Designation of Unit for which is recorded at Volume 826, Page 302 of the Official Records of Washington Co., Texas.

00102304 A	SCHULTE, THOMAS J., ET UX	J. KAY BUCHANAN, TRUSTEE	01/28/1993	690	706	WASHINGTON	TEXAS
00102304 B	MAHAN, WILLIE MAY	SENECA RESOURCES CORPORATION	05/30/1995	795	200	WASHINGTON	TEXAS
00102304 C	JONES, LANA JEANNETTE	SENECA RESOURCES CORPORATION	07/20/1995	799	35	WASHINGTON	TEXAS
00102304 D	LEE, LOIS	SENECA RESOURCES CORPORATION	07/25/1995	799	28	WASHINGTON	TEXAS
00102304 E	JONES, CATHERINE	SENECA RESOURCES CORPORATION	07/20/1995	799	28	WASHINGTON	TEXAS
00102304 F	JACKSON, ELIZABETH	SENECA RESOURCES CORPORATION	07/25/1995	799	39	WASHINGTON	TEXAS
00102304 G	POTTS, CLEMON HARDY	SENECA RESOURCES CORPORATION	07/25/1995	799	47	WASHINGTON	TEXAS
00102304 H	JONES, JACQUELINE	SENECA RESOURCES CORPORATION	07/20/1995	799	24	WASHINGTON	TEXAS
00102304 I	JONES, CHARLOTTE	SENECA RESOURCES CORPORATION	07/20/1995	800	695	WASHINGTON	TEXAS
00102304 J	BARNETT, PHYLLIS JONES	SENECA RESOURCES CORPORATION	07/13/1995	800	704	WASHINGTON	TEXAS
00102304 K	JONES, DOROTHY	SENECA RESOURCES CORPORATION	07/20/1995	800	700	WASHINGTON	TEXAS
00102304 L	FRAZIER, ALICE V.	SENECA RESOURCES CORPORATION	07/05/1995	795	214	WASHINGTON	TEXAS
00102304 M	QUARLES, CHESTER	SENECA RESOURCES CORPORATION	07/05/1995	805	802	WASHINGTON	TEXAS
00102304 N	QUARLES, SHIRLEY V.	SENECA RESOURCES CORPORATION	07/05/1995	805	805	WASHINGTON	TEXAS
00102304 O	THOMAS, RICHARD T., SR.	SENECA RESOURCES CORPORATION	09/19/1995	805	350	WASHINGTON	TEXAS
00102304 P	POTTS, CHARLES	SENECA RESOURCES CORPORATION	07/25/1995	830	145	WASHINGTON	TEXAS
00102327	VICKERS, C. L., ET AL	TRINITY RESOURCES, INC.	10/04/1979	388	64	WASHINGTON	TEXAS
00102328 A	VICKERS, C. L. AND WIFE	CLAYTON W. WILLIAMS, JR.	11/18/1983	463	210	WASHINGTON	TEXAS
00102328 B	VICKERS, CLARENCE THOMAS	CLAYTON W. WILLIAMS, JR.	07/07/1984	480	353	WASHINGTON	TEXAS
00102330	MYERS, MARK DAVID ET UX	CLAYTON W. WILLIAMS, JR.	12/22/1994	463	210	WASHINGTON	TEXAS
00102331 A	WHITEFORD, SUSAN A. ETAL	CLAYTON W. WILLIAMS, JR.	02/23/1984	480	77	WASHINGTON	TEXAS
00102332	HUTCHINGS, WILLIAM ET UX TRUST	CLAYTON W. WILLIAMS, JR.	11/09/1983	460	396	WASHINGTON	TEXAS
00102333	THE STATE OF TEXAS NO. M-96288	CLAYTON WILLIAMS ENERGY, INC.	02/09/1995	774	726	WASHINGTON	TEXAS
00102336	STATE OF TEXAS M-96404	SENECA RESOURCES CORPORATION	04/04/1995	241	706	BURLESON	TEXAS
00102337	STATE OF TEXAS M-96403	SENECA RESOURCES CORPORATION	04/04/1995	241	714	BURLESON	TEXAS
00102342	HUTCHINGS, WILLIAM L. ETUX TR.	SENECA RESOURCES CORPORATION	01/05/1995	799	52	WASHINGTON	TEXAS
00102347 A	NEAL, BARRIE L., ET AL	SENECA RESOURCES CORPORATION	07/31/1995	805	800	WASHINGTON	TEXAS
00102348 A	WHITEFORD FAMILY LTD PRTNRSHP	SENECA RESOURCES CORPORATION	10/20/1995	805	808	WASHINGTON	TEXAS
00102348 B	BRENHAM CEMETERY ASSOCIATION	BAKER EXPLORATION COMPANY	12/28/1993	720	301	WASHINGTON	TEXAS
00102349	STATE OF TEXAS NO. M-96580	SENECA RESOURCES CORPORATION	06/06/1995	2443	15	BRAZOS	TEXAS
				245	675	BURLESON	TEXAS
00102453	STATE OF TEXAS NO. M-97058	SENECA RESOURCES CORPORATION	01/02/1996	2591	167	BRAZOS	TEXAS

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 10-13-00 at
Mary Louise Garcia
County Clerk
Brazos County, Texas

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Filed for Record in:
BRAZOS COUNTY,

On: Jul 21,2000 at 02:21PM

As a
Recordings

Document Number: 0721272

Amount 24.00

Receipt Number - 155701
By,
Jo Gillar

STATE OF TEXAS COUNTY OF
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
BRAZOS COUNTY,
as stamped hereon by me.

Jul 21,2000

HONORABLE MARY ANN WARD, COUNTY CLERK
BRAZOS COUNTY,

MICHAEL HILL
AEH ENERGY
5800 WOODWAY 3141
HOUSTON, TX 77057

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 10·13·00

Mary Ann Ward
County Clerk
Brazos County, Texas

• Checked for MF #'s ✓
• Entered in database: 3/81
• Problem file? Y ___ N ✓
• Acknowlegement letter sent ___

0002530

OR 526 396

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF BRAZOS, §
BURLESON & WASHINGTON §

That MATAGORDA OPERATING COMPANY, whose address is 13531 Grand Masterpiece, Houston, Texas 77041, for ten dollars ($10.00) and other valuable consideration paid by the following individual:

AEH Energy, L.L.C., whose address is 5800 Woodway, #141, Houston, Texas 77057

(hereinafter the individual listed in (1) above is referred to as "Assignee"), the receipt and sufficiency of which are hereby acknowledged by Assignor, has and by these presents does ASSIGN, TRANSFER, SELL and CONVEY unto Assignee, an undivided forty percent (40%) of all of ASSIGNOR'S rights, title and interests as of the date of execution of this Assignment, Bill of Sale and Conveyance in and to the following described property and interests:

1) The oil, gas and mineral leases and the operating rights, working interests, overriding royalty interests, rights of assignment and reassignment, payments out of production, and interests and rights to explore for and produce oil, gas or other minerals as set forth on the attached Exhibit "A" (the "Leases"), covering lands located in the counties and state named above (hereinafter called "the Lands"), together with the equipment, oil wells, gas wells, water wells, tanks, pumps, waterlines, roads, buildings, materials, fixtures, platforms, facilities or personal movable or immovable property, including but not limited to pumping equipment, storage facilities, pipelines or treatment equipment located on the Lands or used in connection with the production, treatment, sale, storage, processing or transportation of oil and gas from the Leases (the "Equipment"); and

2) The unit agreements, operating agreements, production sales contracts, gas balancing agreements, enhanced recovery and injection agreements, gas purchasing agreements, farmout and farmin agreements (together with any leasehold interest, working interest, royalty interest, or other interest acquired or reserved), assignments of operating agreements, working interests and subleases, permits, rights-of-way, servitudes, notes, orders, easements and licenses relating to the Leases and the

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 10-13-2006

Anna L. Schielack
County Clerk
Burleson County, Texas

By _____ Deputy

operations on the Leases, or the sale of hydrocarbons therefrom.

3) All other rights and interests in, to or under or derived from the Leases, even though not properly described in Exhibit "A".

TO HAVE AND TO HOLD the Lease unto Assignee, his successors and assigns, forever, and this Assignment is made by Assignor without any covenant, representation, or warranty of title, statutory or otherwise, express or implied. AS TO THE EQUIPMENT, their respective appurtenances and other items of personal property that are assigned hereby, such property is assigned WITHOUT WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OTHERWISE PROVIDED FOR BY LAW ARE EXPRESSLY DISCLAIMED AND NEGATED, AND ALL SUCH PERSONAL PROPERTY IS ASSIGNED AND ACCEPTED "AS IS, WHERE IS, WITH ALL DEFECTS."

This Assignment, Bill of Sale and Conveyance and its terms, covenants and conditions shall be binding upon and inure to the benefit of Assignor and Assignee, and their heirs, legal representatives, devisees, executors, administrators, successors and assigns, and such terms, covenants and conditions shall be deemed as covenants running with the lands covered hereby.

The oil and/or gas wells located on the Lands and covered by the Leases are described in Exhibit "B" to this Assignment.

This Assignment, Bill of Sale and Conveyance is executed in multiple originals on the date shown in the acknowledgment attached hereto and is effective as of the Effective Date as shown below.

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 10-13-2000

Anna L. Schielack
County Clerk
Burleson County, Texas

By Mistyann Turner Deputy

0002530

OR 526 398

EXECUTED this 16th day of June, 2000, but effective the 1st day of April, 2000, at 7:00 a.m. (the "Effective Date").

ASSIGNOR:

MATAGORDA OPERATING COMPANY

By: Charles Cheatham

Name: Charles Cheatham

Title: president

ASSIGNEE:

AEH ENERGY, L.L.C.

By: [signature]

Name: Michael R. Hill

Title: President

Hill/Matagorda Asng't

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 10-13-2000

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

398

0002530

OR 526

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 16th day of June, 2000, by Charles Creathman President of Matagorda Operating Company, by and on behalf of Matagorda Operating Company.

KAREN LOOS JAGGERS
MY COMMISSION EXPIRES
MARCH 6, 2004

Karen Jaggers
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 16th day of June, 2000, by Michael R. Hill, President of AEH Energy, L.L.C., by and on behalf of AEH Energy, L.L.C.

KAREN LOOS JAGGERS
MY COMMISSION EXPIRES
MARCH 6, 2004

Karen Jaggers
Notary Public, State of Texas

Hill/Matagorda Assg't

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 10-13-2000

Anna L. Schielack
County Clerk
Burleson County, Texas

By Mary Ann Turner Deputy

Exhibit "A"
Attached to and made a part of that
certain Assignment, Bill of Sale and Conveyance from
Matagorda Operating Company to AEH Energy, L.L.C.
dated effective the 1st day of April, 2000.

LEASE #	LEASE NAME	LESSEE	LEASE DATE	RECORDING DATA VOLUME	PAGE	COUNTY	STATE
00101682	TERRELL, WM. J., IND. EXEC	R. S. SHAWELL	02/08/1978	30	312	BRAZOS	TEXAS
00101684	MOORE, ROBT, IND & TRUSTEE	R. S. SHAWELL	07/20/1977	27	353	BRAZOS	TEXAS
00101685	MOORE, HARRY H., ET UX	R. S. SHAWELL	07/15/1977	27	356	BRAZOS	TEXAS
00101685 B	KNEELAND, MARIE S., ET AL	UNION PACIFIC RESOURCES COMPANY	12/21/1994	2329	263	BRAZOS	TEXAS
00101686 A	TERRELL, WM. J., IND EXEC	R. S. SHAWELL	02/08/1978	30	302	BRAZOS	TEXAS
00101686 B	TERRELL, MARY S.	R. S. SHAWELL	02/08/1978	30	441	BRAZOS	TEXAS
00101686 C	TERRELL, WILLIAM J.	R. S. SHAWELL	02/08/1978	30	307	BRAZOS	TEXAS
00101758	LEVY, CLARA BELLE	NAPECO INC.	08/01/1978	24	508	BURLESON	TEXAS
	INSOFAR AND ONLY INSOFAR as said lease 00101758 covers and affects lands lying outside those lands pooled by the Yegua-Schaws Unit No. 1 a Designation of Unit for which is dated 9/20/93 and recorded at Volume 223, Page 671 of the Oil & Gas Lease Records of Burleson Co., Texas.						
00101759	DOBBINS, WILLIAM T.	DOV AMIR AND LOUIS ERLICH	05/25/1979	40	142	BURLESON	TEXAS
00101760	RUBENSTEIN, BEATRICE	NAPECO INC.	08/03/1978	24	511	BURLESON	TEXAS
00101762	WILKIN, MABEL, ET AL	NAPECO INC.	01/03/1979	24	499	BURLESON	TEXAS
00101806 A	SCHULTE, THOMAS ET UX	DOV AMIR AND LOUIS ERLICH	05/16/1983	455	155	WASHINGTON	TEXAS
00101806 B	FOREE, R.L.	DOV AMIR AND LOUIS ERLICH	05/16/1983	451	846	WASHINGTON	TEXAS
00101806 C	ELLISON, CORA, IND, EXEC	W. MARTIN BOSWORTH JR. TRUSTEE	08/19/1981	423	28	WASHINGTON	TEXAS
00101806 D	COOK, MARY JONES	DOV AMIR AND LOUIS ERLICH	09/29/1983	462	335	WASHINGTON	TEXAS
00101806 E	MARTIN, A.C.	DOV AMIR AND LOUIS ERLICH	05/27/1983	450	772	WASHINGTON	TEXAS
00101806 F	REAVES, RIVERS	DOV AMIR AND LOUIS ERLICH	05/11/1983	450	774	WASHINGTON	TEXAS
00101806 G	MUELLER, CYNTHIA, ET AL	DOV AMIR AND LOUIS ERLICH	08/05/1983	455	165	WASHINGTON	TEXAS
00101806 H	GREENFIELD, EDITH	DOV AMIR AND LOUIS ERLICH	04/28/1983	455	171	WASHINGTON	TEXAS
00101806 I	GREENFIELD, EDITH	DOV AMIR AND LOUIS ERLICH	10/20/1983	458	32	WASHINGTON	TEXAS
00101808 A	MOORE, JESSE B.	JACK D. BROGDON	11/07/1973	15	164	BURLESON	TEXAS
	INSOFAR AND ONLY INSOFAR as said lease 00101808 A covers and affects lands lying outside those lands pooled by the Jesse Moore Gas Unit No. 5-H, a Designation of Unit for which is dated 8/19/96 and recorded at Volume 254, Page 729 of the Oil & Gas Lease Records of Burleson Co., Texas, and SAVE AND EXCEPT those lands in the J.B. Chance Survey, A-9, lying southerly of the CC&SFRR Co. Railway, in Burleson Co., TX						
00101808 B	HAVARD, JACK E.	R. S. SHAWELL	03/28/1979	25	874	BURLESON	TEXAS
	INSOFAR AND ONLY INSOFAR as said lease 00101808 B covers and affects lands lying outside those lands pooled by the Jesse Moore Gas Unit No. 5-H, a Designation of Unit for which is dated 8/19/96 and recorded at Volume 254, Page 729 of the Oil & Gas Lease of Burleson Co., Texas						
00101986 A	PECORE, ELIZABETH HOHLT, ET AL	SENECA RESOURCES CORPORATION	08/22/1990	174	435	BURLESON	TEXAS
00101986 B	WICH, JOAN HOHLT	SENECA RESOURCES CORPORATION	08/22/1990	174	431	BURLESON	TEXAS
00101986 C	FLEMING, FREDERIC JR.	SENECA RESOURCES CORPORATION	08/22/1990	174	427	BURLESON	TEXAS
00101986 D	FLEMING, ROBERT S.	SENECA RESOURCES CORPORATION	08/22/1990	174	423	BURLESON	TEXAS
00101986 E	TRAAC COMPANY	SENECA RESOURCES CORPORATION	08/22/1990	174	439	BURLESON	TEXAS
00102045	STATE OF TEXAS - M-95092	SENECA RESOURCES CORPORATION	10/06/1992	169	315	BRAZOS	TEXAS
				209	683	BURLESON	TEXAS

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 10-13-2000

Anna L. Schiclack
County Clerk
Burleson County, Texas

By _____ Deputy

Matgorda Ex A & B.xls

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00102047 A	FRANK T. FLEET, INC., ET AL	SENECA RESOURCES CORPORATION	01/01/1993	1724	225	BRAZOS	TEXAS
00102047 B	SCHWAB, MAUD F.	SENECA RESOURCES CORPORATION	01/15/1993	1724	233	BRAZOS	TEXAS
00102047 C	LOGAN, LOUISE A., ET AL	SENECA RESOURCES CORPORATION	01/15/1993	1724	230	BRAZOS	TEXAS
00102051	LOCKHART, ESTATE OF ERIN L.	UNION PACIFIC RESOURCES COMPANY	07/22/1992	207	261	BURLESON	TEXAS
00102059 A	WALKER, MILLS P.	ALICE M. REESE ESTATE	12/16/1977	29	525	BRAZOS	TEXAS
00102059 B	DOUGHERTY, JOHN B., ET AL	WILLIAM C. RICHARDSON JR.	02/15/1978	30	429	BRAZOS	TEXAS
00102059 C	LAWRENCE, JOHN M., III	WILLIAM C. RICHARDSON JR.	02/15/1978	30	433	BRAZOS	TEXAS

INSOFAR AND ONLY INSOFAR as said leases 00102059 A, B & C cover and affect lands outside those lands pooled by the following units:
1. Jr. Allen OL #1-H Unit, a Corrected Declaration of Pooled Unit for which dated 1/10/94 is recorded at Volume 2334, Page 53
2. Barrera #2 Unit, an Amended Pooling Agreement and Unit Designation for which is dated 3/16/94 and recorded at Volume 2113, Page 24
3. The Brannon #1H Unit, a Designation of Unit for which was filed for record on 12/22/94 at Volume 2286, Page 256
Recording references herein are made to the Official Public Records of Brazos County, Texas.

00102300 A	SHERMAN, ROBBIE MARILYN	SENECA RESOURCES CORPORATION	02/08/1995	792	330	WASHINGTON	TEXAS
00102300 AA	HARRIS, LINDA	SENECA RESOURCES CORPORATION	02/03/1995	792	281	WASHINGTON	TEXAS
00102300 AB	MASON, MOLLIE L.	SENECA RESOURCES CORPORATION	02/03/1995	792	279	WASHINGTON	TEXAS
00102300 AC	PROCTOR, DOROTHY ANN	SENECA RESOURCES CORPORATION	02/03/1995	792	277	WASHINGTON	TEXAS
00102300 AD	RILEY, EVELYN	SENECA RESOURCES CORPORATION	02/08/1995	792	274	WASHINGTON	TEXAS
00102300 AE	RUTHIE MAE DANIELS	SENECA RESOURCES CORPORATION	06/05/1995	795	465	WASHINGTON	TEXAS
00102300 AF	ELLISON, BOBBIE JEAN	SENECA RESOURCES CORPORATION	02/08/1995	795	445	WASHINGTON	TEXAS
00102300 AG	DREWERY, THERON E.	SENECA RESOURCES CORPORATION	03/19/1995	795	462	WASHINGTON	TEXAS
00102300 AH	WILSON, SHERRY MACK	SENECA RESOURCES CORPORATION	02/21/1995	795	459	WASHINGTON	TEXAS
00102300 AI	WILLIAMS, VIVIAN GRAYS	SENECA RESOURCES CORPORATION	05/23/1995	795	457	WASHINGTON	TEXAS
00102300 AJ	HAYES, AL	SENECA RESOURCES CORPORATION	05/23/1995	795	455	WASHINGTON	TEXAS
00102300 AK	WATSON, WYMIE GRAYS	SENECA RESOURCES CORPORATION	05/23/1995	795	453	WASHINGTON	TEXAS
00102300 AL	RAY, HATTIE HAYES	SENECA RESOURCES CORPORATION	06/07/1995	795	451	WASHINGTON	TEXAS
00102300 AM	HAYES, JOANNE MEREDITH	SENECA RESOURCES CORPORATION	06/07/1995	795	447	WASHINGTON	TEXAS
00102300 AN	DILWORTH, TONY L.	SENECA RESOURCES CORPORATION	02/08/1995	795	443	WASHINGTON	TEXAS
00102300 AO	STEPHENS, ERNEST	SENECA RESOURCES CORPORATION	06/05/1995	795	441	WASHINGTON	TEXAS
00102300 AP	HAYES, LARRY	SENECA RESOURCES CORPORATION	06/08/1995	795	439	WASHINGTON	TEXAS
00102300 AQ	HAYES, CAROLYN R.	SENECA RESOURCES CORPORATION	06/08/1995	795	437	WASHINGTON	TEXAS
00102300 AR	MATTIS, LUCILLE	SENECA RESOURCES CORPORATION	02/23/1995	795	434	WASHINGTON	TEXAS
00102300 AS	SHELTON, JOLEE	SENECA RESOURCES CORPORATION	05/23/1995	795	432	WASHINGTON	TEXAS
00102300 AT	MCVEA, ROBERT	SENECA RESOURCES CORPORATION	06/20/1995	795	430	WASHINGTON	TEXAS
00102300 AU	GILLESPIE, LESTER	SENECA RESOURCES CORPORATION	06/20/1995	795	428	WASHINGTON	TEXAS
00102300 AV	GRAYS, BOBBY JOE	SENECA RESOURCES CORPORATION	05/23/1995	795	395	WASHINGTON	TEXAS
00102300 AW	DREWERY, BILL	SENECA RESOURCES CORPORATION	03/19/1995	795	425	WASHINGTON	TEXAS
00102300 AX	HAYNES, ROBBIE M.	SENECA RESOURCES CORPORATION	05/08/1995	795	423	WASHINGTON	TEXAS
00102300 AY	HUBBARD, JAMES A.	SENECA RESOURCES CORPORATION	05/09/1995	795	421	WASHINGTON	TEXAS
00102300 AZ	HILL, LEOLA	SENECA RESOURCES CORPORATION	05/17/1995	795	417	WASHINGTON	TEXAS
00102300 B	DANIELS, LILLIAN MARIE	SENECA RESOURCES CORPORATION	05/08/1995	792	328	WASHINGTON	TEXAS
00102300 BA	BROWN, LULA EUNICE GRAYS	SENECA RESOURCES CORPORATION	05/22/1995	795	419	WASHINGTON	TEXAS
00102300 BB	ROSS, MELVIN	SENECA RESOURCES CORPORATION	05/04/1995	795	415	WASHINGTON	TEXAS
00102300 BC	RANDALL, DONNA M.	SENECA RESOURCES CORPORATION	05/09/1995	795	413	WASHINGTON	TEXAS
00102300 BD	STEPHENS, WAYNE	SENECA RESOURCES CORPORATION	05/29/1995	795	411	WASHINGTON	TEXAS
00102300 BE	STEPHENS, SEBRINA D.	SENECA RESOURCES CORPORATION	05/29/1995	795	409	WASHINGTON	TEXAS
00102300 BF	STEPHENS, TIMOTHY	SENECA RESOURCES CORPORATION	05/29/1995	795	407	WASHINGTON	TEXAS
00102300 BG	BELSER,RENITA	SENECA RESOURCES CORPORATION	05/29/1995	795	405	WASHINGTON	TEXAS
00102300 BH	HAYES, JAMES C.	SENECA RESOURCES CORPORATION	05/17/1995	795	403	WASHINGTON	TEXAS
00102300 BI	DIXON, CATHERINE	SENECA RESOURCES CORPORATION	05/09/1995	795	401	WASHINGTON	TEXAS
00102300 BJ	MOORE, CARRIE	SENECA RESOURCES CORPORATION	05/29/1995	795	399	WASHINGTON	TEXAS

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 12-13-2000

Anna L. Schielack
County Clerk
Burleson County, Texas

By Hattie Ann Hinnen Deputy

05/30/2000 11:35 7137898454 SHARON RESOURCES PAGE 05/30

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Exhibit "B"

Attached to and made a part of that
certain Assignment, Bill of Sale and Conveyance from
Matagorda Operating Company to AEH Energy, L.L.C.
dated effective the 1st day of April, 2000.

Property Name	BEFORE PAYOUT WI	NRI	ORRI	RI	AFTER PAYOUT WI	NRI	ORRI	RI
HUTCHINGS #1-H	0.773855	0.582177						
JESSE MOORE #10-H	0.573632	0.446844	0.014623	0.036475				
JESSE MOORE #11-H	0.975000	0.780438	0.029335					
M P WALKER #2-H	0.875000	0.635000	0.014583		0.843800	0.623600	0.000000	(400%)
M P WALKER #3-H	0.875000	0.645102	0.007432		0.859000	0.640000	0.000000	(400%)
MCFARLANE-MOORE UN. #1	0.850000	0.671256						
R MOORE ESTATE #6-H	1.000000	0.750000						
R MOORE ESTATE #7-H	0.977182	0.766269	0.012243					
R MOORE ESTATE UNIT #5-H	0.942909	0.734124						
R MOORE UNIT #1A-H	0.977182	0.748597						
R T MOORE EST #4-H	1.000000	0.770421						
RUBENSTEIN #1-H	0.962200	0.794814						
SCHULTE UNIT #3-H	0.850000	0.662013						
WILKINS #1-U	1.000000	0.718750	0.073333					
WILKINS #4	1.000000	0.718750	0.073333					
WILKINS #6-H	1.000000	0.792083						
WILKINS #7-H	0.938378	0.746124	0.009430		0.928999	0.748451	0.000000	(100%)

STATE OF TEXAS
COUNTY OF BURLESON

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Thereby, certified, on 10-13-2000

Anna L. Schiclack
County Clerk
Burleson County, Texas

By Hazel Ann Kenner Deputy

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RD 505 404

00102300 BK	HUBBARD, FANNIE V.	SENECA RESOURCES CORPORATION	05/18/1995	795	397	WASHINGTON	TEXAS
00102300 BL	HAYES, CHRISTOPHER E.	SENECA RESOURCES CORPORATION	08/07/1995	795	449	WASHINGTON	TEXAS
00102300 BM	KING, BOBBIE	SENECA RESOURCES CORPORATION	02/06/1995	792	285	WASHINGTON	TEXAS
00102300 C	DANIELS, SARAH	SENECA RESOURCES CORPORATION	05/09/1995	792	328	WASHINGTON	TEXAS
00102300 D	HAYES, JAMES PETER	SENECA RESOURCES CORPORATION	05/07/1995	792	324	WASHINGTON	TEXAS
00102300 E	HAYES, JIMMIE	SENECA RESOURCES CORPORATION	05/07/1995	792	322	WASHINGTON	TEXAS
00102300 F	DANIELS, JAMES C.	SENECA RESOURCES CORPORATION	05/09/1995	792	320	WASHINGTON	TEXAS
00102300 G	DANIELS, CHARLENE	SENECA RESOURCES CORPORATION	05/08/1995	792	318	WASHINGTON	TEXAS
00102300 H	DREWERY, CLAUDE B.	SENECA RESOURCES CORPORATION	03/19/1995	792	316	WASHINGTON	TEXAS
00102300 I	DAVIS, FAYE	SENECA RESOURCES CORPORATION	03/19/1995	792	314	WASHINGTON	TEXAS
00102300 J	JACKSON, SHIRLEY	SENECA RESOURCES CORPORATION	03/19/1995	792	312	WASHINGTON	TEXAS
00102300 K	WILSON, JOE E.	SENECA RESOURCES CORPORATION	02/21/1995	792	310	WASHINGTON	TEXAS
00102300 L	DREWERY, ROY	SENECA RESOURCES CORPORATION	03/19/1995	792	308	WASHINGTON	TEXAS
00102300 M	CLIFTON, EDWARD C.	SENECA RESOURCES CORPORATION	02/21/1995	792	305	WASHINGTON	TEXAS
00102300 N	JOHNSON, ELNORA	SENECA RESOURCES CORPORATION	02/03/1995	792	303	WASHINGTON	TEXAS
00102300 O	MCDANIEL, HOMER V.	SENECA RESOURCES CORPORATION	02/09/1995	792	301	WASHINGTON	TEXAS
00102300 P	CRISS, CHARLES	SENECA RESOURCES CORPORATION	02/06/1995	792	299	WASHINGTON	TEXAS
00102300 Q	DICKEY, HELEN	SENECA RESOURCES CORPORATION	02/06/1995	792	297	WASHINGTON	TEXAS
00102300 R	GRAYS, LULA B.	SENECA RESOURCES CORPORATION	02/06/1995	792	295	WASHINGTON	TEXAS
00102300 S	PORCH, LOIS	SENECA RESOURCES CORPORATION	02/07/1995	792	293	WASHINGTON	TEXAS
00102300 T	WALTON, RUDELL	SENECA RESOURCES CORPORATION	02/06/1995	792	291	WASHINGTON	TEXAS
00102300 U	RILEY, MILDRED	SENECA RESOURCES CORPORATION	02/07/1995	792	289	WASHINGTON	TEXAS
00102300 V	WILSON, CHESTER	SENECA RESOURCES CORPORATION	02/03/1995	792	287	WASHINGTON	TEXAS
00102300 W	JACKSON, FLORENCE	SENECA RESOURCES CORPORATION	02/03/1995	792	283	WASHINGTON	TEXAS
00102300 X	GILLESPIE, WARDELL	SENECA RESOURCES CORPORATION	02/23/1995	792	332	WASHINGTON	TEXAS
00102300 Y	MITCHELL, LINDA	SENECA RESOURCES CORPORATION	02/23/1995	792	335	WASHINGTON	TEXAS
00102300 Z	WILSON, RUDELL	SENECA RESOURCES CORPORATION	03/19/1995	792	338	WASHINGTON	TEXAS
00102302 A	STEEN, AMULA	SENECA RESOURCES CORPORATION	06/15/1995	795	169	WASHINGTON	TEXAS
00102302 B	LEWIS, CAREY, SR.	SENECA RESOURCES CORPORATION	06/15/1995	795	202	WASHINGTON	TEXAS
00102302 C	FLEMING, L. A.	SENECA RESOURCES CORPORATION	06/15/1995	795	190	WASHINGTON	TEXAS
00102302 D	COOPER, ANDREW, JR.	SENECA RESOURCES CORPORATION	07/12/1995	795	165	WASHINGTON	TEXAS
00102302 E	QUINN, BERLINE MAXEY	SENECA RESOURCES CORPORATION	06/15/1995	795	167	WASHINGTON	TEXAS
00102302 F	HOUSTON, RUTH	SENECA RESOURCES CORPORATION	06/15/1995	795	172	WASHINGTON	TEXAS
00102302 G	LEWIS, WILLIAM	SENECA RESOURCES CORPORATION	06/15/1995	795	186	WASHINGTON	TEXAS
00102302 H	LEWIS, SAMUEL B.	SENECA RESOURCES CORPORATION	06/15/1995	795	174	WASHINGTON	TEXAS
00102302 I	MAXIE, IRVING	SENECA RESOURCES CORPORATION	06/15/1995	795	176	WASHINGTON	TEXAS
00102302 J	THOMPSON, JOSIE LEE MAXIE BERR	SENECA RESOURCES CORPORATION	06/15/1995	795	178	WASHINGTON	TEXAS
00102302 K	HARRIS, ELMO	SENECA RESOURCES CORPORATION	06/15/1995	795	180	WASHINGTON	TEXAS
00102302 L	MOSES, ADDIE MAE	SENECA RESOURCES CORPORATION	06/15/1995	795	182	WASHINGTON	TEXAS
00102302 M	LITTLE, GLORIA	SENECA RESOURCES CORPORATION	06/15/1995	795	184	WASHINGTON	TEXAS
00102302 N	PORTER, JOHN WESLEY	SENECA RESOURCES CORPORATION	06/15/1995	799	31	WASHINGTON	TEXAS
00102302 O	MAXEY, MELVIN	SENECA RESOURCES CORPORATION	08/01/1995	799	50	WASHINGTON	TEXAS
00102302 P	LINGREN, CONNEEN SANDERS	SENECA RESOURCES CORPORATION	08/01/1995	799	43	WASHINGTON	TEXAS
00102302 Q	HOUSTON, JUSTIN , JR.	SENECA RESOURCES CORPORATION	06/15/1995	799	45	WASHINGTON	TEXAS
00102302 R	RAY, HULDA	SENECA RESOURCES CORPORATION	06/15/1995	799	22	WASHINGTON	TEXAS
00102302 S	DOUGLAS, FREDNA	SENECA RESOURCES CORPORATION	07/13/1995	799	20	WASHINGTON	TEXAS
00102302 T	DURLEY, DENISE SUE	SENECA RESOURCES CORPORATION	08/01/1995	800	709	WASHINGTON	TEXAS
00102302 U	HOUSTON, LAWANA	SENECA RESOURCES CORPORATION	08/01/1995	800	698	WASHINGTON	TEXAS
00102302 V	DURLEY, LEANDER R.	SENECA RESOURCES CORPORATION	08/01/1995	800	706	WASHINGTON	TEXAS
00102302 W	DURLEY, MYRNA L.	SENECA RESOURCES CORPORATION	08/01/1995	800	702	WASHINGTON	TEXAS
00102303 A	LITTLE, MICHAEL	SENECA RESOURCES CORPORATION	06/28/1995	795	210	WASHINGTON	TEXAS
00102303 B	LITTLE, ROBERT J. , JR.	SENECA RESOURCES CORPORATION	07/10/1995	795	212	WASHINGTON	TEXAS

05/30/2000 11:35 7137854954 SENECA RESOURCES 004

000255306 OR 5526

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 10-13-2000

Anna L. Schielack
County Clerk
Burleson County, Texas

By: Sheriet Ann Turner Deputy

403

00102303 C	LITTLE, PRESLEY	SENECA RESOURCES CORPORATION	06/28/1995	795	206	WASHINGTON	TEXAS
00102303 D	LITTLE, EPSTEIN, JR.	SENECA RESOURCES CORPORATION	06/28/1995	795	208	WASHINGTON	TEXAS
00102303 E	WHITE, T. BERTHA	SENECA RESOURCES CORPORATION	06/28/1995	795	188	WASHINGTON	TEXAS
00102303 F	LITTLE, GLORIA	SENECA RESOURCES CORPORATION	06/28/1995	795	192	WASHINGTON	TEXAS
00102303 G	HICKS, BOBBIE LEE	SENECA RESOURCES CORPORATION	07/10/1995	795	198	WASHINGTON	TEXAS
00102303 H	LITTLE, MARGARET	SENECA RESOURCES CORPORATION	06/28/1995	795	204	WASHINGTON	TEXAS
00102303 I	DEAVER, KWANI NICOLE	SENECA RESOURCES CORPORATION	07/12/1995	795	194	WASHINGTON	TEXAS
00102303 J	PRICE, DEBORAH L.	SENECA RESOURCES CORPORATION	06/28/1995	795	196	WASHINGTON	TEXAS
00102303 K	DEAVER, MELVIN ROZAN	SENECA RESOURCES CORPORATION	07/13/1995	799	41	WASHINGTON	TEXAS

SAVE AND EXCEPT from Leases 00102303 A thru 00102303 K those lands pooled by the Sharp Unit #1, an Amendment and Ratification of Designation of Unit for which is recorded at Volume 826, Page 302 of the Official Records of Washington Co., Texas.

00102304 A	SCHULTE, THOMAS J., ET UX	J. KAY BUCHANAN, TRUSTEE	01/28/1993	693	708	WASHINGTON	TEXAS
00102304 B	MAHAN, WILLIE MAY	SENECA RESOURCES CORPORATION	08/30/1995	795	200	WASHINGTON	TEXAS
00102304 C	JONES, LANA JEANNETTE	SENECA RESOURCES CORPORATION	07/20/1995	799	35	WASHINGTON	TEXAS
00102304 D	LEE, LOIS	SENECA RESOURCES CORPORATION	07/25/1995	799	28	WASHINGTON	TEXAS
00102304 E	JONES, CATHERINE	SENECA RESOURCES CORPORATION	07/20/1995	799	25	WASHINGTON	TEXAS
00102304 F	JACKSON, ELIZABETH	SENECA RESOURCES CORPORATION	07/25/1995	799	39	WASHINGTON	TEXAS
00102304 G	POTTS, CLEMON HARDY	SENECA RESOURCES CORPORATION	07/25/1995	799	47	WASHINGTON	TEXAS
00102304 H	JONES, JACQUELINE	SENECA RESOURCES CORPORATION	07/20/1995	799	24	WASHINGTON	TEXAS
00102304 I	JONES, CHARLOTTE	SENECA RESOURCES CORPORATION	07/20/1995	800	696	WASHINGTON	TEXAS
00102304 J	BARNETT, PHYLLIS JONES	SENECA RESOURCES CORPORATION	07/13/1995	800	704	WASHINGTON	TEXAS
00102304 K	JONES, DOROTHY	SENECA RESOURCES CORPORATION	07/20/1995	800	700	WASHINGTON	TEXAS
00102304 L	FRAZIER, ALICE V.	SENECA RESOURCES CORPORATION	07/05/1995	795	214	WASHINGTON	TEXAS
00102304 M	QUARLES, CHESTER	SENECA RESOURCES CORPORATION	07/05/1995	805	802	WASHINGTON	TEXAS
00102304 N	QUARLES, SHIRLEY V.	SENECA RESOURCES CORPORATION	07/05/1995	805	805	WASHINGTON	TEXAS
00102304 O	THOMAS, RICHARD T., SR.	SENECA RESOURCES CORPORATION	09/19/1995	805	380	WASHINGTON	TEXAS
00102304 P	POTTS, CHARLES	SENECA RESOURCES CORPORATION	07/25/1995	830	145	WASHINGTON	TEXAS
00102327	VICKERS, C. L. , ET AL	TRINITY RESOURCES, INC.	10/04/1979	385	64	WASHINGTON	TEXAS
00102328 A	VICKERS, C. L. AND WIFE	CLAYTON W. WILLIAMS, JR.	11/18/1983	463	210	WASHINGTON	TEXAS
00102328 B	VICKERS, CLARENCE THOMAS	CLAYTON W. WILLIAMS, JR.	07/07/1984	480	353	WASHINGTON	TEXAS
00102330	MYERS, MARK DAVID ET UX	CLAYTON W. WILLIAMS, JR.	12/22/1994	463	210	WASHINGTON	TEXAS
00102331 A	WHITEFORD, SUSAN A. ETAL	CLAYTON W. WILLIAMS, JR.	02/23/1984	480	77	WASHINGTON	TEXAS
00102332	HUTCHINGS, WILLIAM ET UX TRUST	CLAYTON W. WILLIAMS, JR.	11/09/1983	460	396	WASHINGTON	TEXAS
00102333	THE STATE OF TEXAS NO. M-96288	CLAYTON WILLIAMS ENERGY, INC.	02/09/1995	774	726	WASHINGTON	TEXAS
00102336	STATE OF TEXAS M-96404	SENECA RESOURCES CORPORATION	04/04/1995	241	706	BURLESON	TEXAS
00102337	STATE OF TEXAS M-96403	SENECA RESOURCES CORPORATION	04/04/1995	241	714	BURLESON	TEXAS
00102342	HUTCHINGS, WILLIAM L. ETUX TR.	SENECA RESOURCES CORPORATION	01/08/1995	799	52	WASHINGTON	TEXAS
00102347 A	NEAL, SAMMIE L., ET AL	SENECA RESOURCES CORPORATION	07/31/1995	805	800	WASHINGTON	TEXAS
00102348 A	WHITEFORD FAMILY LTD PRTNRSHP	SENECA RESOURCES CORPORATION	10/20/1995	805	808	WASHINGTON	TEXAS
00102348 B	BRENHAM CEMETERY ASSOCIATION	BAKER EXPLORATION COMPANY	12/28/1993	720	301	WASHINGTON	TEXAS
00102349	STATE OF TEXAS NO. M-96580	SENECA RESOURCES CORPORATION	06/06/1995	2443	15	BRAZOS	TEXAS
				245	575	BURLESON	TEXAS
00102453	STATE OF TEXAS NO. M-97059	SENECA RESOURCES CORPORATION	01/02/1998	2591	167	BRAZOS	TEXAS

OR 0505 484

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 12-13-2000

Anna L. Schielack
County Clerk
Burleson County, Texas

By _____ Deputy

Filed for Record in:
Burleson County
On: Jul 03,2000 at 01:27PM
As a Official Public Records
Document Number: 0002539
Amount: 25.00
Receipt Number - 11267
By, Lea Loehr

STATE OF TEXAS COUNTY OF BURLESON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Burleson County as stamped hereon by me.

Jul 03,2000

Honorable Anna L. Schielack, County Clerk
Burleson County

• Checked for MF #'s ✓
• Entered in database: 3687
• Problem file? Y ___ N ✓
• Acknowlegement letter sent ___

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

3687

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF BRAZOS, §
BURLESON & WASHINGTON §

That MATAGORDA OPERATING COMPANY, whose address is 13531 Grand Masterpiece, Houston, Texas 77041, for ten dollars ($10.00) and other valuable consideration paid by the following individual:

AEH Energy, L.L.C., whose address is 5800 Woodway, #141, Houston, Texas 77057

(hereinafter the individual listed in (1) above is referred to as "Assignee"), the receipt and sufficiency of which are hereby acknowledged by Assignor, has and by these presents does ASSIGN, TRANSFER, SELL and CONVEY unto Assignee, an undivided forty percent (40%) of all of ASSIGNOR'S rights, title and interests as of the date of execution of this Assignment, Bill of Sale and Conveyance in and to the following described property and interests:

1) The oil, gas and mineral leases and the operating rights, working interests, overriding royalty interests, rights of assignment and reassignment, payments out of production, and interests and rights to explore for and produce oil, gas or other minerals as set forth on the attached Exhibit "A" (the "Leases"), covering lands located in the counties and state named above (hereinafter called "the Lands"), together with the equipment, oil wells, gas wells, water wells, tanks, pumps, waterlines, roads, buildings, materials, fixtures, platforms, facilities or personal movable or immovable property, including but not limited to pumping equipment, storage facilities, pipelines or treatment equipment located on the Lands or used in connection with the production, treatment, sale, storage, processing or transportation of oil and gas from the Leases (the "Equipment"); and

2) The unit agreements, operating agreements, production sales contracts, gas balancing agreements, enhanced recovery and injection agreements, gas purchasing agreements, farmout and farmin agreements (together with any leasehold interest, working interest, royalty interest, or other interest acquired or reserved), assignments of operating agreements, working interests and subleases, permits, rights-of-way, servitudes, notes, orders, easements and licenses relating to the Leases and the operations on the Leases, or the sale of hydrocarbons therefrom.

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Washington County, TX. ___ Deputy

3) All other rights and interests in, to or under or derived from the Leases, even though not properly described in Exhibit "A".

TO HAVE AND TO HOLD the Lease unto Assignee, his successors and assigns, forever, and this Assignment is made by Assignor without any covenant, representation, or warranty of title, statutory or otherwise, express or implied. AS TO THE EQUIPMENT, their respective appurtenances and other items of personal property that are assigned hereby, such property is assigned WITHOUT WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OTHERWISE PROVIDED FOR BY LAW ARE EXPRESSLY DISCLAIMED AND NEGATED, AND ALL SUCH PERSONAL PROPERTY IS ASSIGNED AND ACCEPTED "AS IS, WHERE IS, WITH ALL DEFECTS."

This Assignment, Bill of Sale and Conveyance and its terms, covenants and conditions shall be binding upon and inure to the benefit of Assignor and Assignee, and their heirs, legal representatives, devisees, executors, administrators, successors and assigns, and such terms, covenants and conditions shall be deemed as covenants running with the lands covered hereby.

The oil and/or gas wells located on the Lands and covered by the Leases are described in Exhibit "B" to this Assignment.

This Assignment, Bill of Sale and Conveyance is executed in multiple originals on the date shown in the acknowledgment attached hereto and is effective as of the Effective Date as shown below.

OCT 16 2000
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Beth Rothermel, County Clerk
Washington County, TX._____Deputy

00427

EXECUTED this 16th day of June, 2000, but effective the 1st day of April, 2000, at 7:00 a.m. (the "Effective Date").

ASSIGNOR:

MATAGORDA OPERATING COMPANY

By: Charles Cheatham
Name: CHARLES CHEATHAM
Title: President

ASSIGNEE:

AEH ENERGY, L.L.C.

By: Richard R. Hill
Name: Richard R. Hill
Title: PRESIDENT

Hill/Matagorda Assg't

A CERTIFIED COPY issued OCT 16 2000
Beth Rothermel, County Clerk
Washington County, TX. _____ Deputy

00.42.01

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 16th day of June, 2000, by Charles Cheatham, President of Matagorda Operating Company, by and on behalf of Matagorda Operating Company.

KAREN LOOS JAGGERS
MY COMMISSION EXPIRES
MARCH 6, 2004

Karen Jaggers
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 16th day of June, 2000, by Michael R. Hill, President of AEH Energy, L.L.C., by and on behalf of AEH Energy, L.L.C.

KAREN LOOS JAGGERS
MY COMMISSION EXPIRES
MARCH 6, 2004

Karen Jaggers
Notary Public, State of Texas

Hill/Matagorda Assg't

OCT 16 2000
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Beth Rothermel, County Clerk
Washington County, TX. Deputy

10:42:01

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Washington County, TX. Deputy

Exhibit "A"
Attached to and made a part of that
certain Assignment, Bill of Sale and Conveyance from
Matagorda Operating Company to AEH Energy, L.L.C.
dated effective the 1st day of April, 2000.

LEASE #	LEASE NAME	LESSEE	LEASE DATE	RECORDING DATA VOLUME	PAGE	COUNTY	STATE
00101682	TERRELL, WM. J., IND. EXEC	R. S. SHAWELL	02/08/1978	30	312	BRAZOS	TEXAS
00101684	MOORE, ROBT, IND & TRUSTEE	R. S. SHAWELL	07/20/1977	27	353	BRAZOS	TEXAS
00101685	MOORE, HARRY H., ET UX	R. S. SHAWELL	07/15/1977	27	356	BRAZOS	TEXAS
00101685 B	KNEELAND, MARIE S., ET AL	UNION PACIFIC RESOURCES COMPANY	12/21/1994	2329	263	BRAZOS	TEXAS
00101686 A	TERRELL, WM. J., IND EXEC	R. S. SHAWELL	02/08/1978	30	302	BRAZOS	TEXAS
00101686 B	TERRELL, MARY S.	R. S. SHAWELL	02/08/1978	30	441	BRAZOS	TEXAS
00101686 C	TERRELL, WILLIAM J.	R. S. SHAWELL	02/08/1978	30	307	BRAZOS	TEXAS
00101758	LEVY, CLARA BELLE	NAPECO INC.	08/01/1978	24	508	BURLESON	TEXAS
	INSOFAR AND ONLY INSOFAR as said lease 00101758 covers and affects lands lying outside those lands pooled by the Yegua-Schawe Unit No. 1 a Designation of Unit for which is dated 9/20/93 and recorded at Volume 223, Page 671 of the Oil & Gas Lease Records of Burleson Co., Texas.						
00101759	DOBBINS, WILLIAM T.	DOV AMIR AND LOUIS ERLICH	05/25/1979	40	142	BURLESON	TEXAS
00101760	RUBENSTEIN, BEATRICE	NAPECO INC.	08/03/1978	24	511	BURLESON	TEXAS
00101762	WILKIN, MABEL, ET AL	NAPECO INC.	01/03/1979	24	499	BURLESON	TEXAS
00101806 A	SCHULTE, THOMAS ET UX	DOV AMIR AND LOUIS ERLICH	05/16/1983	455	155	WASHINGTON	TEXAS
00101806 B	FOREE, R.L.	DOV AMIR AND LOUIS ERLICH	05/16/1983	451	846	WASHINGTON	TEXAS
00101806 C	ELLISON, CORA, IND, EXEC	W. MARTIN BOSWORTH JR. TRUSTEE	08/19/1981	423	28	WASHINGTON	TEXAS
00101806 D	COOK, MARY JONES	DOV AMIR AND LOUIS ERLICH	09/29/1983	462	335	WASHINGTON	TEXAS
00101806 E	MARTIN, A.C.	DOV AMIR AND LOUIS ERLICH	05/27/1983	450	772	WASHINGTON	TEXAS
00101806 F	REAVES, RIVERS	DOV AMIR AND LOUIS ERLICH	05/11/1983	450	774	WASHINGTON	TEXAS
00101806 G	MUELLER, CYNTHIA, ET AL	DOV AMIR AND LOUIS ERLICH	08/05/1983	455	165	WASHINGTON	TEXAS
00101806 H	GREENFIELD, EDITH	DOV AMIR AND LOUIS ERLICH	04/28/1983	455	171	WASHINGTON	TEXAS
00101806 I	GREENFIELD, EDITH	DOV AMIR AND LOUIS ERLICH	10/20/1983	458	32	WASHINGTON	TEXAS
00101808 A	MOORE, JESSE B.	JACK D. BRODGDON	11/07/1973	15	184	BURLESON	TEXAS
	INSOFAR AND ONLY INSOFAR as said lease 00101808 A covers and affects lands lying outside those lands pooled by the Jesse Moore Gas Unit No. 5-H, a Designation of Unit for which is dated 8/19/96 and recorded at Volume 254, Page 729 of the Oil & Gas Lease Records of Burleson Co., Texas, and SAVE AND EXCEPT those lands in the J.B. Chance Survey, A-9, lying southerly of the CC&SFRR Co. Railway, in Burleson Co., TX						
00101808 B	HAVARD, JACK E.	R. S. SHAWELL	03/28/1979	25	874	BURLESON	TEXAS
	INSOFAR AND ONLY INSOFAR as said lease 00101808 B covers and affects lands lying outside those lands pooled by the Jesse Moore Gas Unit No. 5-H, a Designation of Unit for which is dated 8/19/96 and recorded at Volume 254, Page 729 of the Oil & Gas Lease of Burleson Co., Texas						
00101986 A	PECORE, ELIZABETH HOHLT, ET AL	SENECA RESOURCES CORPORATION	08/22/1990	174	435	BURLESON	TEXAS
00101986 B	WICH, JOAN HOHLT	SENECA RESOURCES CORPORATION	08/22/1990	174	431	BURLESON	TEXAS
00101986 C	FLEMING, FREDERIC JR.	SENECA RESOURCES CORPORATION	08/22/1990	174	427	BURLESON	TEXAS
00101986 D	FLEMING, ROBERT S.	SENECA RESOURCES CORPORATION	08/22/1990	174	423	BURLESON	TEXAS
00101986 E	TRAAC COMPANY	SENECA RESOURCES CORPORATION	08/22/1990	174	439	BURLESON	TEXAS
00102045	STATE OF TEXAS - M-95092	SENECA RESOURCES CORPORATION	10/06/1992	169	315	BRAZOS	TEXAS
				209	683	BURLESON	TEXAS

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00102047 A	FRANK T. FLEET, INC., ET AL	SENECA RESOURCES CORPORATION	01/01/1993	1724	225	BRAZOS	TEXAS
00102047 B	SCHWAB, MAUD F.	SENECA RESOURCES CORPORATION	01/15/1993	1724	233	BRAZOS	TEXAS
00102047 C	LOGAN, LOUISE A., ET AL	SENECA RESOURCES CORPORATION	01/15/1993	1724	230	BRAZOS	TEXAS
00102051	LOCKHART, ESTATE OF ERIN L.	UNION PACIFIC RESOURCES COMPANY	07/22/1992	207	261	BURLESON	TEXAS
00102059 A	WALKER, MILLS P.	ALICE M. REESE ESTATE	12/16/1977	29	525	BRAZOS	TEXAS
00102059 B	DOUGHERTY, JOHN B., ET AL	WILLIAM C. RICHARDSON JR.	02/15/1978	30	429	BRAZOS	TEXAS
00102059 C	LAWRENCE, JOHN M., III	WILLIAM C. RICHARDSON JR.	02/15/1978	30	433	BRAZOS	TEXAS

INSOFAR AND ONLY INSOFAR as said leases 00102059 A, B & C cover and affect lands outside those lands pooled by the following units:
1. Jr. Allen OL #1-H Unit, a Corrected Declaration of Pooled Unit for which dated 1/10/94 is recorded at Volume 2334, Page 53
2. Barrera #2 Unit, an Amended Pooling Agreement and Unit Designation for which is dated 3/16/94 and recorded at Volume 2113, Page 24
3. The Brannon #1H Unit, a Designation of Unit for which was filed for record on 12/22/94 at Volume 2266, Page 256
Recording references herein are made to the Official Public Records of Brazos County, Texas .

00102300 A	SHERMAN, ROBBIE MARILYN	SENECA RESOURCES CORPORATION	02/08/1995	792	330	WASHINGTON	TEXAS
00102300 AA	HARRIS, LINDA	SENECA RESOURCES CORPORATION	02/03/1995	792	281	WASHINGTON	TEXAS
00102300 AB	MASON, MOLLIE L.	SENECA RESOURCES CORPORATION	02/03/1995	792	279	WASHINGTON	TEXAS
00102300 AC	PROCTOR, DOROTHY ANN	SENECA RESOURCES CORPORATION	02/03/1995	792	277	WASHINGTON	TEXAS
00102300 AD	RILEY, EVELYN	SENECA RESOURCES CORPORATION	02/08/1995	792	274	WASHINGTON	TEXAS
00102300 AE	RUTHIE MAE DANIELS	SENECA RESOURCES CORPORATION	06/05/1995	795	465	WASHINGTON	TEXAS
00102300 AF	ELLISON, BOBBIE JEAN	SENECA RESOURCES CORPORATION	02/08/1995	795	445	WASHINGTON	TEXAS
00102300 AG	DREWERY, THERON E.	SENECA RESOURCES CORPORATION	03/10/1995	795	462	WASHINGTON	TEXAS
00102300 AH	WILSON, SHERRY MACK	SENECA RESOURCES CORPORATION	02/21/1995	795	459	WASHINGTON	TEXAS
00102300 AI	WILLIAMS, VIVIAN GRAYS	SENECA RESOURCES CORPORATION	05/23/1995	795	457	WASHINGTON	TEXAS
00102300 AJ	HAYES, AL	SENECA RESOURCES CORPORATION	05/23/1995	795	455	WASHINGTON	TEXAS
00102300 AK	WATSON, WYMIE GRAYS	SENECA RESOURCES CORPORATION	05/23/1995	795	453	WASHINGTON	TEXAS
00102300 AL	RAY, HATTIE HAYES	SENECA RESOURCES CORPORATION	06/07/1995	795	451	WASHINGTON	TEXAS
00102300 AM	HAYES, JOANNE MEREDITH	SENECA RESOURCES CORPORATION	06/07/1995	795	447	WASHINGTON	TEXAS
00102300 AN	DILWORTH, TONY L.	SENECA RESOURCES CORPORATION	02/08/1995	795	443	WASHINGTON	TEXAS
00102300 AO	STEPHENS, ERNEST	SENECA RESOURCES CORPORATION	06/05/1995	795	441	WASHINGTON	TEXAS
00102300 AP	HAYES, LARRY	SENECA RESOURCES CORPORATION	06/08/1995	795	439	WASHINGTON	TEXAS
00102300 AQ	HAYES, CAROLYN R.	SENECA RESOURCES CORPORATION	06/08/1995	795	437	WASHINGTON	TEXAS
00102300 AR	MATTIS, LUCILLE	SENECA RESOURCES CORPORATION	02/23/1995	795	434	WASHINGTON	TEXAS
00102300 AS	SHELTON, JOLEE	SENECA RESOURCES CORPORATION	05/23/1995	795	432	WASHINGTON	TEXAS
00102300 AT	MCVEA, ROBERT	SENECA RESOURCES CORPORATION	06/20/1995	795	430	WASHINGTON	TEXAS
00102300 AU	GILLESPIE, LESTER	SENECA RESOURCES CORPORATION	06/20/1995	795	428	WASHINGTON	TEXAS
00102300 AV	GRAYS, BOBBY JOE	SENECA RESOURCES CORPORATION	05/23/1995	795	395	WASHINGTON	TEXAS
00102300 AW	DREWERY, BILL	SENECA RESOURCES CORPORATION	03/10/1995	795	425	WASHINGTON	TEXAS
00102300 AX	HAYNES, ROBBIE M.	SENECA RESOURCES CORPORATION	05/08/1995	795	423	WASHINGTON	TEXAS
00102300 AY	HUBBARD, JAMES A.	SENECA RESOURCES CORPORATION	05/09/1995	795	421	WASHINGTON	TEXAS
00102300 AZ	HILL, LEOLA	SENECA RESOURCES CORPORATION	05/17/1995	795	417	WASHINGTON	TEXAS
00102300 B	DANIELS, LILLIAN MARIE	SENECA RESOURCES CORPORATION	05/08/1995	792	328	WASHINGTON	TEXAS
00102300 BA	BROWN, LULA EUNICE GRAYS	SENECA RESOURCES CORPORATION	05/22/1995	795	419	WASHINGTON	TEXAS
00102300 BB	ROSS, MELVIN	SENECA RESOURCES CORPORATION	05/04/1995	795	415	WASHINGTON	TEXAS
00102300 BC	RANDALL, DONNA M.	SENECA RESOURCES CORPORATION	05/09/1995	795	413	WASHINGTON	TEXAS
00102300 BD	STEPHENS, WAYNE	SENECA RESOURCES CORPORATION	05/29/1995	795	411	WASHINGTON	TEXAS
00102300 BE	STEPHENS, SEBRINA D.	SENECA RESOURCES CORPORATION	05/29/1995	795	409	WASHINGTON	TEXAS
00102300 BF	STEPHENS, TIMOTHY	SENECA RESOURCES CORPORATION	05/29/1995	795	407	WASHINGTON	TEXAS
00102300 BG	BELSER,RENITA	SENECA RESOURCES CORPORATION	05/29/1995	795	405	WASHINGTON	TEXAS
00102300 BH	HAYES, JAMES C.	SENECA RESOURCES CORPORATION	05/17/1995	795	403	WASHINGTON	TEXAS
00102300 BI	DIXON, CATHERINE	SENECA RESOURCES CORPORATION	05/09/1995	795	401	WASHINGTON	TEXAS
00102300 BJ	MOORE, CARRIE	SENECA RESOURCES CORPORATION	05/29/1995	795	399	WASHINGTON	TEXAS

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Exhibit "B"

Attached to and made a part of that
certain Assignment, Bill of Sale and Conveyance from
Matagorda Operating Company to AEH Energy, L.L.C.
dated effective the 1st day of April, 2000.

Property Name	BEFORE PAYOUT WI	NRI	ORRI	RI	AFTER PAYOUT WI	NRI	ORRI	RI
HUTCHINGS #1-H	0.773855	0.582177						
JESSE MOORE #10-H	0.573632	0.446844	0.014623	0.036475				
JESSE MOORE #11-H	0.975000	0.780438	0.029335					
M P WALKER #2-H	0.875000	0.635000	0.014583		0.843800	0.623600	0.000000	(400%)
M P WALKER #3-H	0.875000	0.645102	0.007432		0.859000	0.640000	0.000000	(400%)
MCFARLANE-MOORE UN. #1	0.850000	0.671256						
R MOORE ESTATE #6-H	1.000000	0.750000						
R MOORE ESTATE #7-H	0.977182	0.766269	0.012243					
R MOORE ESTATE UNIT #5-H	0.942909	0.734124						
R MOORE UNIT #1A-H	0.977182	0.748597						
R T MOORE EST #4-H	1.000000	0.770421						
RUBENSTEIN #1-H	0.962200	0.794814						
SCHULTE UNIT #3-H	0.850000	0.662013						
WILKINS #1-U	1.000000	0.718750	0.073333					
WILKINS #4	1.000000	0.718750	0.073333					
WILKINS #6-H	1.000000	0.792083						
WILKINS #7-H	0.938378	0.746124	0.009430		0.928999	0.748451	0.000000	(100%)

00102300 BK	HUBBARD, FANNIE V.	SENECA RESOURCES CORPORATION	05/18/1995	795	397	WASHINGTON	TEXAS
00102300 BL	HAYES, CHRISTOPHER E.	SENECA RESOURCES CORPORATION	08/07/1995	795	449	WASHINGTON	TEXAS
00102300 BM	KING, BOBBIE	SENECA RESOURCES CORPORATION	02/06/1995	792	285	WASHINGTON	TEXAS
00102300 C	DANIELS, SARAH	SENECA RESOURCES CORPORATION	05/09/1995	792	326	WASHINGTON	TEXAS
00102300 D	HAYES, JAMES PETER	SENECA RESOURCES CORPORATION	05/07/1995	792	324	WASHINGTON	TEXAS
00102300 E	HAYES, JIMMIE	SENECA RESOURCES CORPORATION	05/07/1995	792	322	WASHINGTON	TEXAS
00102300 F	DANIELS, JAMES C.	SENECA RESOURCES CORPORATION	05/09/1995	792	320	WASHINGTON	TEXAS
00102300 G	DANIELS, CHARLENE	SENECA RESOURCES CORPORATION	05/08/1995	792	318	WASHINGTON	TEXAS
00102300 H	DREWERY, CLAUDE B.	SENECA RESOURCES CORPORATION	03/19/1995	792	316	WASHINGTON	TEXAS
00102300 I	DAVIS, FAYE	SENECA RESOURCES CORPORATION	03/19/1995	792	314	WASHINGTON	TEXAS
00102300 J	JACKSON, SHIRLEY	SENECA RESOURCES CORPORATION	03/19/1995	792	312	WASHINGTON	TEXAS
00102300 K	WILSON, JOE E.	SENECA RESOURCES CORPORATION	02/21/1995	792	310	WASHINGTON	TEXAS
00102300 L	DREWERY, ROY	SENECA RESOURCES CORPORATION	03/19/1995	792	308	WASHINGTON	TEXAS
00102300 M	CLIFTON, EDWARD C.	SENECA RESOURCES CORPORATION	02/21/1995	792	305	WASHINGTON	TEXAS
00102300 N	JOHNSON, ELNORA	SENECA RESOURCES CORPORATION	02/03/1995	792	303	WASHINGTON	TEXAS
00102300 O	MCDANIEL, HOMER V.	SENECA RESOURCES CORPORATION	02/09/1995	792	301	WASHINGTON	TEXAS
00102300 P	CRISS, CHARLES	SENECA RESOURCES CORPORATION	02/06/1995	792	299	WASHINGTON	TEXAS
00102300 Q	DICKEY, HELEN	SENECA RESOURCES CORPORATION	02/06/1995	792	297	WASHINGTON	TEXAS
00102300 R	GRAYS, LULA B.	SENECA RESOURCES CORPORATION	02/06/1995	792	295	WASHINGTON	TEXAS
00102300 S	PORCH, LOIS	SENECA RESOURCES CORPORATION	02/07/1995	792	293	WASHINGTON	TEXAS
00102300 T	WALTON, RUDELL	SENECA RESOURCES CORPORATION	02/06/1995	792	291	WASHINGTON	TEXAS
00102300 U	RILEY, MILDRED	SENECA RESOURCES CORPORATION	02/07/1995	792	289	WASHINGTON	TEXAS
00102300 V	WILSON, CHESTER	SENECA RESOURCES CORPORATION	02/03/1995	792	287	WASHINGTON	TEXAS
00102300 W	JACKSON, FLORENCE	SENECA RESOURCES CORPORATION	02/03/1995	792	283	WASHINGTON	TEXAS
00102300 X	GILLESPIE, WARDELL	SENECA RESOURCES CORPORATION	02/23/1995	792	332	WASHINGTON	TEXAS
00102300 Y	MITCHELL, LINDA	SENECA RESOURCES CORPORATION	02/23/1995	792	335	WASHINGTON	TEXAS
00102300 Z	WILSON, RUDELL	SENECA RESOURCES CORPORATION	03/19/1995	792	338	WASHINGTON	TEXAS
00102302 A	STEEN, AMULA	SENECA RESOURCES CORPORATION	06/15/1995	795	169	WASHINGTON	TEXAS
00102302 B	LEWIS, CAREY, SR.	SENECA RESOURCES CORPORATION	06/15/1995	795	202	WASHINGTON	TEXAS
00102302 C	FLEMING, L. A.	SENECA RESOURCES CORPORATION	06/15/1995	795	190	WASHINGTON	TEXAS
00102302 D	COOPER, ANDREW, JR.	SENECA RESOURCES CORPORATION	07/12/1995	795	165	WASHINGTON	TEXAS
00102302 E	QUINN, BERLINE MAXEY	SENECA RESOURCES CORPORATION	06/15/1995	795	167	WASHINGTON	TEXAS
00102302 F	HOUSTON, RUTH	SENECA RESOURCES CORPORATION	06/15/1995	795	172	WASHINGTON	TEXAS
00102302 G	LEWIS, WILLIAM	SENECA RESOURCES CORPORATION	06/15/1995	795	186	WASHINGTON	TEXAS
00102302 H	LEWIS, SAMUEL B.	SENECA RESOURCES CORPORATION	06/15/1995	795	174	WASHINGTON	TEXAS
00102302 I	MAXIE, IRVING	SENECA RESOURCES CORPORATION	06/15/1995	795	176	WASHINGTON	TEXAS
00102302 J	THOMPSON, JOSIE LEE MAXIE BERR	SENECA RESOURCES CORPORATION	06/15/1995	795	178	WASHINGTON	TEXAS
00102302 K	HARRIS, ELMO	SENECA RESOURCES CORPORATION	06/15/1995	795	180	WASHINGTON	TEXAS
00102302 L	MOSES, ADDIE MAE	SENECA RESOURCES CORPORATION	06/15/1995	795	182	WASHINGTON	TEXAS
00102302 M	LITTLE, GLORIA	SENECA RESOURCES CORPORATION	06/15/1995	795	184	WASHINGTON	TEXAS
00102302 N	PORTER, JOHN WESLEY	SENECA RESOURCES CORPORATION	06/15/1995	799	31	WASHINGTON	TEXAS
00102302 O	MAXEY, MELVIN	SENECA RESOURCES CORPORATION	08/01/1995	799	50	WASHINGTON	TEXAS
00102302 P	LINGREN, CONNEEN SANDERS	SENECA RESOURCES CORPORATION	08/01/1995	799	43	WASHINGTON	TEXAS
00102302 Q	HOUSTON, JUSTIN , JR.	SENECA RESOURCES CORPORATION	06/15/1995	799	45	WASHINGTON	TEXAS
00102302 R	RAY, HULDA	SENECA RESOURCES CORPORATION	06/15/1995	799	22	WASHINGTON	TEXAS
00102302 S	DOUGLAS, FREDNA	SENECA RESOURCES CORPORATION	07/13/1995	799	20	WASHINGTON	TEXAS
00102302 T	DURLEY, DENISE SUE	SENECA RESOURCES CORPORATION	08/01/1995	800	709	WASHINGTON	TEXAS
00102302 U	HOUSTON, LAWANA	SENECA RESOURCES CORPORATION	08/01/1995	800	698	WASHINGTON	TEXAS
00102302 V	DURLEY, LEANDER R.	SENECA RESOURCES CORPORATION	08/01/1995	800	706	WASHINGTON	TEXAS
00102302 W	DURLEY, MYRNA L.	SENECA RESOURCES CORPORATION	08/01/1995	800	702	WASHINGTON	TEXAS
00102303 A	LITTLE, MICHAEL	SENECA RESOURCES CORPORATION	06/28/1995	795	210	WASHINGTON	TEXAS
00102303 B	LITTLE, ROBERT J. , JR.	SENECA RESOURCES CORPORATION	07/10/1995	795	212	WASHINGTON	TEXAS

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Deputy
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00102303 C	LITTLE, PRESLEY	SENECA RESOURCES CORPORATION	06/28/1995	795	206	WASHINGTON	TEXAS
00102303 D	LITTLE, EPSTEIN, JR.	SENECA RESOURCES CORPORATION	06/28/1995	795	206	WASHINGTON	TEXAS
00102303 E	WHITE, T. BERTHA	SENECA RESOURCES CORPORATION	06/28/1995	795	188	WASHINGTON	TEXAS
00102303 F	LITTLE, GLORIA	SENECA RESOURCES CORPORATION	06/28/1995	795	192	WASHINGTON	TEXAS
00102303 G	HICKS, BOBBIE LEE	SENECA RESOURCES CORPORATION	07/10/1995	795	198	WASHINGTON	TEXAS
00102303 H	LITTLE, MARGARET	SENECA RESOURCES CORPORATION	06/28/1995	795	204	WASHINGTON	TEXAS
00102303 I	DEAVER, KWANI NICOLE	SENECA RESOURCES CORPORATION	07/12/1995	795	194	WASHINGTON	TEXAS
00102303 J	PRICE, DEBORAH L.	SENECA RESOURCES CORPORATION	06/28/1995	795	196	WASHINGTON	TEXAS
00102303 K	DEAVER, MELVIN ROZAN	SENECA RESOURCES CORPORATION	07/13/1995	799	41	WASHINGTON	TEXAS

SAVE AND EXCEPT from Leases 00102303 A thru 00102303 K those lands pooled by the Sharp Unit #1, an Amendment and Ratification of Designation of Unit for which is recorded at Volume 826, Page 302 of the Official Records of Washington Co., Texas.

00102304 A	SCHULTE, THOMAS J., ET UX	J. KAY BUCHANAN, TRUSTEE	01/28/1993	693	708	WASHINGTON	TEXAS
00102304 B	MAHAN, WILLIE MAY	SENECA RESOURCES CORPORATION	08/30/1995	795	200	WASHINGTON	TEXAS
00102304 C	JONES, LANA JEANNETTE	SENECA RESOURCES CORPORATION	07/20/1995	799	35	WASHINGTON	TEXAS
00102304 D	LEE, LOIS	SENECA RESOURCES CORPORATION	07/25/1995	799	28	WASHINGTON	TEXAS
00102304 E	JONES, CATHERINE	SENECA RESOURCES CORPORATION	07/20/1995	799	25	WASHINGTON	TEXAS
00102304 F	JACKSON, ELIZABETH	SENECA RESOURCES CORPORATION	07/25/1995	799	39	WASHINGTON	TEXAS
00102304 G	POTTS, CLEMON HARDY	SENECA RESOURCES CORPORATION	07/25/1995	799	47	WASHINGTON	TEXAS
00102304 H	JONES, JACQUELINE	SENECA RESOURCES CORPORATION	07/20/1995	799	24	WASHINGTON	TEXAS
00102304 I	JONES, CHARLOTTE	SENECA RESOURCES CORPORATION	07/20/1995	800	696	WASHINGTON	TEXAS
00102304 J	BARNETT, PHYLLIS JONES	SENECA RESOURCES CORPORATION	07/13/1995	800	704	WASHINGTON	TEXAS
00102304 K	JONES, DOROTHY	SENECA RESOURCES CORPORATION	07/20/1995	800	700	WASHINGTON	TEXAS
00102304 L	FRAZIER, ALICE V.	SENECA RESOURCES CORPORATION	07/05/1995	795	214	WASHINGTON	TEXAS
00102304 M	QUARLES, CHESTER	SENECA RESOURCES CORPORATION	07/05/1995	805	802	WASHINGTON	TEXAS
00102304 N	QUARLES, SHIRLEY V.	SENECA RESOURCES CORPORATION	07/05/1995	805	805	WASHINGTON	TEXAS
00102304 O	THOMAS, RICHARD T., SR.	SENECA RESOURCES CORPORATION	09/19/1995	805	380	WASHINGTON	TEXAS
00102304 P	POTTS, CHARLES	SENECA RESOURCES CORPORATION	07/25/1995	830	145	WASHINGTON	TEXAS
00102327	VICKERS, C. L., ET AL	TRINITY RESOURCES, INC.	10/04/1979	388	64	WASHINGTON	TEXAS
00102328 A	VICKERS, C. L. AND WIFE	CLAYTON W. WILLIAMS, JR.	11/18/1983	463	210	WASHINGTON	TEXAS
00102328 B	VICKERS, CLARENCE THOMAS	CLAYTON W. WILLIAMS, JR.	07/07/1984	480	353	WASHINGTON	TEXAS
00102330	MYERS, MARK DAVID ET UX	CLAYTON W. WILLIAMS, JR.	12/22/1994	463	210	WASHINGTON	TEXAS
00102331 A	WHITEFORD, SUSAN A. ETAL	CLAYTON W. WILLIAMS, JR.	02/23/1984	480	77	WASHINGTON	TEXAS
00102332	HUTCHINGS, WILLIAM ET UX TRUST	CLAYTON W. WILLIAMS, JR.	11/09/1983	460	396	WASHINGTON	TEXAS
00102333	THE STATE OF TEXAS NO. M-96288	CLAYTON WILLIAMS ENERGY, INC.	02/09/1995	774	726	WASHINGTON	TEXAS
00102336	STATE OF TEXAS M-96404	SENECA RESOURCES CORPORATION	04/04/1995	241	706	BURLESON	TEXAS
00102337	STATE OF TEXAS M-96403	SENECA RESOURCES CORPORATION	04/04/1995	241	714	BURLESON	TEXAS
00102342	HUTCHINGS, WILLIAM L. ETUX TR.	SENECA RESOURCES CORPORATION	01/06/1995	799	52	WASHINGTON	TEXAS
00102347 A	NEAL, SAMMIE L., ET AL	SENECA RESOURCES CORPORATION	07/31/1995	805	800	WASHINGTON	TEXAS
00102348 A	WHITEFORD FAMILY LTD PRTNRSHP	SENECA RESOURCES CORPORATION	10/20/1995	805	808	WASHINGTON	TEXAS
00102348 B	BRENHAM CEMETERY ASSOCIATION	BAKER EXPLORATION COMPANY	12/28/1993	720	301	WASHINGTON	TEXAS
00102349	STATE OF TEXAS NO. M-96580	SENECA RESOURCES CORPORATION	06/06/1995	2443	15	BRAZOS	TEXAS
				245	575	BURLESON	TEXAS
00102453	STATE OF TEXAS NO. M-97059	SENECA RESOURCES CORPORATION	01/02/1996	2591	167	BRAZOS	TEXAS

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

JUL 0 5 2000

Beth Rothermel, County Clerk
Washington County, Texas

Matgorda Ex A & B.xls

FILED FOR RECORD
WASHINGTON COUNTY, TX.
00 JUL -3 AM 10:45
BETH ROTHERMEL
WASHINGTON CO. CLERK

VOL 0963 PAGE 221

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF WASHINGTON
The above is a full, true, and correct photographic copy of the original record now in my lawful custody, possession as the same is recorded in Volume 963 Page 213 of the Official Records in my office. I hereby certify on OCT 16 2000

BETH ROTHERMEL
COUNTY CLERK
WASHINGTON COUNTY, TEXAS
By Latrisha Pattison
Deputy

Washington County, TX
Latrisha Pattison

• Checked for MF #'s ✓
• Entered in database: 3/87
• Problem file? Y ___ N ✓
• Acknowlegement letter sent ___

0717078

Hutchings Est. #1-H
Jesse Moore #10-H
Jesse Moore #11-H
R. Moore Unit #1A-H
R. Moore Est. #4-H
R. Moore Est.Unit #5-H
R. Moore Est. #6-H
R. Moore Est. #7-H
McFarlane-Moore Unit #1
Rubenstein #1-H
Schulte Unit #1-H
Wilkins #1-U
Wilkins #4
Wilkins #6-H
Wilkin #7-H
M.P. Walker #2-H
M.P. Walker #3-H

03827 00007

ASSIGNMENT, CONVEYANCE, AND BILL OF SALE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF BRAZOS, §
BURLESON & WASHINGTON §

Seneca Resources Corporation, ("Assignor"), 1201 Louisiana, Suite 400, Houston, Texas 77002, for adequate consideration, the receipt and sufficiency of which is acknowledged, does hereby sell, assign, transfer, convey and deliver unto **Matagorda Operating Company**, ("Assignee"), 13531 Grand Masterpiece, Houston, Texas 77041, all of Assignor's rights, title, and interests in and to the following described property and interests (collectively, the "Properties"):

1. The oil, gas, and mineral leases and the operating rights, working interests, royalty interests, overriding royalty interests, mineral interests, rights of assignment and reassignment, payments out of production, and interests and rights to explore for and produce oil, gas, or other minerals which are described in Exhibit "A" to this Assignment ("Leases");

2. All rights and interests in or derived from unit agreements, orders, and decisions of state and federal regulatory authorities establishing or relating to units, unit operating agreements, enhanced recovery and injection agreements, gas purchase agreements, farmout and farmin agreements (and any leasehold interest, working interest, royalty interest, or other interest acquired or reserved), assignments of operating rights, working interests and subleases, all other contracts, agreements, leases, licenses, permits, easements, servitudes, notes and orders in any way relating to the Leases and the operations conducted or to be conducted on the Leases, or the production, treatment, sale or disposal of hydrocarbons or water produced relating to any of the Leases;

3. All wells described on Exhibit "B" to this Assignment ("Wells") and all personal property, fixtures (including, without limitation, plants and pipelines), real estate, equipment, and improvements located on or otherwise pertaining to the Wells and Leases or lands pooled or

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STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Date: 10-13-00 JK

County Clerk
Brazos County, Texas

unitized with the Leases or used or obtained in connection with the Wells and Leases or with their operation or maintenance, or with the production, treatment, sale, or disposal of hydrocarbons or water produced; and,

4. All other rights and interests in, to or under or derived from the Leases, even though not properly described in Exhibit "A".

TO HAVE AND TO HOLD all of the Properties to Assignee, subject to and in accordance with all terms and provisions of the Leases, contracts, and agreements.

Assignee covenants and agrees with Assignor to execute and file with the appropriate governmental agency or agencies having jurisdiction of the premises herein assigned, all such documents and instruments as may be requested by Assignor to evidence the change of operator of the subject wells located on leases described herein to Assignee, and Assignee further agrees to execute and obtain all such bonds as may be required by law in order to effectuate such change of operator to Assignee. Assignee shall comply with and hereby assumes all express and implied covenants and obligations contained in the Leases, and in the agreements, assignments and instruments which are applicable to the interests herein assigned including the obligations to plug and abandon any well described herein at Assignee's sole cost and expense. In connection therewith, Assignee recognizes that the Wells are currently operating and have not been abandoned and Assignee further recognizes that he is the new operator, as defined in Chapter 89 of the Texas Natural Resources Code. Assignee, at its sole cost and expense, agrees to indemnify, defend and save Assignor harmless from and against any and all claims for damages whether to person or property, arising after the effective date hereof, made by any person or concern by reason or failure of Assignee to comply with any such covenants and obligations as herein provided, or by reason of, or on account of, or in any way associated with any operations conducted after the effective date hereof on the Leases or the Properties.

TO THE EXTENT THAT THE INTERESTS ASSIGNED INCLUDE INTERESTS IN PERSONAL PROPERTY, MOVABLE PROPERTY, AND FIXTURES, THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EITHER STATUTORY, EXPRESS OR IMPLIED, AND SPECIFICALLY WITHOUT WARRANTY AS TO MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. ALL OF THE INTERESTS AND PERSONAL PROPERTY AND FIXTURES ARE ASSIGNED AND ACCEPTED ON A "WHERE IS" AND "AS IS" BASIS. ASSIGNOR EXPRESSLY WAIVES ANY STATUTORY WARRANTY OF FITNESS FOR INTENDED PURPOSES OR GUARANTY AGAINST HIDDEN OR LATENT DEFECTS AND ACKNOWLEDGES THIS EXPRESS WAIVER SHALL BE CONSIDERED A MATERIAL AND INTEGRAL PART OF THIS ASSIGNMENT, SALE, AND THE CONSIDERATION AND ACKNOWLEDGES THAT THIS WAIVER HAS BEEN BROUGHT TO THE ATTENTION OF ASSIGNEE, EXPLAINED IN DETAIL, AND ASSIGNEE HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THIS WAIVER OF WARRANTY OF FITNESS AND/OR WARRANTY AGAINST DEFECTS OF THE INTERESTS AND ASSETS.

Except as provided for herein, this Assignment is made by Assignor and accepted by Assignee without any covenant, representation, or warranty of title, statutory or otherwise, express or implied, even as to return of the purchase price. The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

This Assignment is effective for all purposes as of 7:00 a.m., April 1, 2000, (the "Effective Date").

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
I hereby certify, on 10-13-00 GK

Mary Lou Irvin
County Clerk
Brazos County, Texas

0717078

03827 00009

ASSIGNOR

SENECA RESOURCES CORPORATION

By: _____

John F. McKnight

Vice President, Land & Legal

ASSIGNEE

MATAGORDA OPERATING COMPANY

By: Charles Cheatham

Name: Charles Cheatham

Title: President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 30th day of May, 2000 by JOHN F. McKNIGHT, the Vice President, Land & Legal of SENECA RESOURCES CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

JOY TRAPOLINO
MY COMMISSION EXPIRES
October 17, 2001

Joy Trapolino
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 31st day of May, 2000 by Chalres Cheatham the President of MATAGORDA OPERATING COMPANY, a Texas corporation, on behalf of said corporation.

Charles R. Cornish
Notary Public in and for the State of Texas

CHARLES A. CORNISH
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES 6-2-2001

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STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
I hereby certify, on 10-13-00 JK

County Clerk
Brazos County, Texas

0717078

03827 00040

Exhibit "A"

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale
from Seneca Resources Corporation to Matagorda Operating Company,
Burleson, Brazos and Washington Counties, Texas

LEASE #	LEASE NAME	LESSEE	LEASE DATE	RECORDING DATA VOLUME	PAGE	COUNTY	STATE
00101662	TERRELL, WM. J., IND. EXEC	R. S. SHAWELL	02/06/1978	30	312	BRAZOS	TEXAS
00101664	MOORE, ROBT, IND & TRUSTEE	R. S. SHAWELL	07/20/1977	27	353	BRAZOS	TEXAS
00101665	MOORE, HARRY H., ET UX	R. S. SHAWELL	07/15/1977	27	356	BRAZOS	TEXAS
00101665 B	KNEELAND, MARIE S., ET AL	UNION PACIFIC RESOURCES COMPANY	12/21/1994	2329	263	BRAZOS	TEXAS
00101666 A	TERRELL, WM. J., IND EXEC	R. S. SHAWELL	02/06/1978	30	302	BRAZOS	TEXAS
00101666 B	TERRELL, MARY S.	R. S. SHAWELL	02/06/1978	30	441	BRAZOS	TEXAS
00101666 C	TERRELL, WILLIAM J.	R. S. SHAWELL	02/06/1978	30	307	BRAZOS	TEXAS
00101758	LEVY, CLARA BELLE	NAPECO INC.	08/01/1978	24	508	BURLESON	TEXAS

INSOFAR AND ONLY INSOFAR as said lease 00101758 covers and affects lands lying outside those lands pooled by the Yegua-Schawe Unit No. 1 a Designation of Unit for which is dated 9/20/93 and recorded at Volume 223, Page 671 of the Oil & Gas Lease Records of Burleson Co., Texas.

00101759	DOBBINS, WILLIAM T.	DOV AMIR AND LOUIS ERLICH	05/25/1979	40	142	BURLESON	TEXAS
00101760	RUBENSTEIN, BEATRICE	NAPECO INC.	08/03/1978	24	511	BURLESON	TEXAS
00101762	WILKIN, MABEL, ET AL	NAPECO INC.	01/03/1979	24	499	BURLESON	TEXAS
00101806 A	SCHULTE, THOMAS ET UX	DOV AMIR AND LOUIS ERLICH	05/16/1983	455	155	WASHINGTON	TEXAS
00101806 B	FOREE, R.L.	DOV AMIR AND LOUIS ERLICH	05/16/1983	451	846	WASHINGTON	TEXAS
00101806 C	ELLISON, CORA, IND. EXEC	W. MARTIN BOSWORTH JR. TRUSTEE	08/19/1981	423	28	WASHINGTON	TEXAS
00101806 D	COOK, MARY JONES	DOV AMIR AND LOUIS ERLICH	09/29/1983	462	335	WASHINGTON	TEXAS
00101806 E	MARTIN, A.C.	DOV AMIR AND LOUIS ERLICH	05/27/1983	450	772	WASHINGTON	TEXAS
00101806 F	REAVES, RIVERS	DOV AMIR AND LOUIS ERLICH	05/11/1983	450	774	WASHINGTON	TEXAS
00101806 G	MUELLER, CYNTHIA, ET AL	DOV AMIR AND LOUIS ERLICH	08/05/1983	455	165	WASHINGTON	TEXAS
00101806 H	GREENFIELD, EDITH	DOV AMIR AND LOUIS ERLICH	04/28/1983	455	171	WASHINGTON	TEXAS
00101806 I	GREENFIELD, EDITH	DOV AMIR AND LOUIS ERLICH	10/20/1983	458	32	WASHINGTON	TEXAS
00101808 A	MOORE, JESSE B.	JACK D. BROGDON	11/07/1973	15	164	BURLESON	TEXAS

INSOFAR AND ONLY INSOFAR as said lease 00101808 A covers and affects lands lying outside those lands pooled by the Jesse Moore Gas Unit No. 5-H, a Designation of Unit for which is dated 8/19/96 and recorded at Volume 254, Page 729 of the Oil & Gas Lease Records of Burleson Co., Texas, and SAVE AND EXCEPT those lands in the J.B. Chance Survey, A-9, lying southerly of the CC&SFRR Co.Railway, in Burleson Co., TX

00101808 B	HAVARD, JACK E.	R. S. SHAWELL	03/28/1979	25	874	BURLESON	TEXAS

INSOFAR AND ONLY INSOFAR as said lease 00101808 B covers and affects lands lying outside those lands pooled by the Jesse Moore Gas Unit No. 5-H, a Designation of Unit for which is dated 8/19/96 and recorded at Volume 254, Page 729 of the Oil & Gas Lease of Burleson Co., Texas

00101986 A	PECORE, ELIZABETH HOHLT, ET AL	SENECA RESOURCES CORPORATION	08/22/1990	174	435	BURLESON	TEXAS
00101986 B	WICH, JOAN HOHLT	SENECA RESOURCES CORPORATION	08/22/1990	174	431	BURLESON	TEXAS
00101986 C	FLEMING, FREDERIC JR.	SENECA RESOURCES CORPORATION	08/22/1990	174	427	BURLESON	TEXAS
00101986 D	FLEMING, ROBERT S.	SENECA RESOURCES CORPORATION	08/22/1990	174	423	BURLESON	TEXAS
00101986 E	TRAAC COMPANY	SENECA RESOURCES CORPORATION	08/22/1990	174	439	BURLESON	TEXAS
00102045	STATE OF TEXAS - M-95092	SENECA RESOURCES CORPORATION	10/06/1992	169	315	BRAZOS	TEXAS
				209	683	BURLESON	TEXAS

Matgorda Ex A & B .xls

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 10-13-09
County Clerk
Brazos County, Texas

00102047 A	FRANK T. FLEET, INC., ET AL	SENECA RESOURCES CORPORATION	01/01/1993	1724	225	BRAZOS	TEXAS
00102047 B	SCHWAB, MAUD F.	SENECA RESOURCES CORPORATION	01/15/1993	1724	233	BRAZOS	TEXAS
00102047 C	LOGAN, LOUISE A., ET AL	SENECA RESOURCES CORPORATION	01/15/1993	1724	230	BRAZOS	TEXAS
00102059 A	WALKER, MILLS P.	ALICE M. REESE ESTATE	12/16/1977	29	525	BRAZOS	TEXAS
00102059 B	DOUGHERTY, JOHN B., ET AL	WILLIAM C. RICHARDSON JR.	02/15/1978	30	429	BRAZOS	TEXAS
00102059 C	LAWRENCE, JOHN M., III	WILLIAM C. RICHARDSON JR.	02/15/1978	30	433	BRAZOS	TEXAS

INSOFAR AND ONLY INSOFAR as said leases 00102059 A, B & C cover and affect lands outside those lands pooled by the following units:
1. Jr. Allen OL #1-H Unit, a Corrected Declaration of Pooled Unit for which dated 1/10/94 is recorded at Volume 2334, Page 53
2. Barrera #2 Unit, an Amended Pooling Agreement and Unit Designation for which is dated 3/16/94 and recorded at Volume 2113, Page 24
3. The Brannon #1H Unit, a Designation of Unit for which was filed for record on 12/22/94 at Volume 2266, Page 258
Recording references herein are made to the Official Public Records of Brazos County, Texas.

00102300 A	SHERMAN, ROBBIE MARILYN	SENECA RESOURCES CORPORATION	02/08/1995	792	330	WASHINGTON	TEXAS
00102300 AA	HARRIS, LINDA	SENECA RESOURCES CORPORATION	02/03/1995	792	281	WASHINGTON	TEXAS
00102300 AB	MASON, MOLLIE L.	SENECA RESOURCES CORPORATION	02/03/1995	792	279	WASHINGTON	TEXAS
00102300 AC	PROCTOR, DOROTHY ANN	SENECA RESOURCES CORPORATION	02/03/1995	792	277	WASHINGTON	TEXAS
00102300 AD	RILEY, EVELYN	SENECA RESOURCES CORPORATION	02/08/1995	792	274	WASHINGTON	TEXAS
00102300 AE	RUTHIE MAE DANIELS	SENECA RESOURCES CORPORATION	06/05/1995	795	465	WASHINGTON	TEXAS
00102300 AF	ELLISON, BOBBIE JEAN	SENECA RESOURCES CORPORATION	02/08/1995	795	445	WASHINGTON	TEXAS
00102300 AG	DREWERY, THERON E.	SENECA RESOURCES CORPORATION	03/19/1995	795	462	WASHINGTON	TEXAS
00102300 AH	WILSON, SHERRY MACK	SENECA RESOURCES CORPORATION	02/21/1995	795	459	WASHINGTON	TEXAS
00102300 AI	WILLIAMS, VIVIAN GRAYS	SENECA RESOURCES CORPORATION	05/23/1995	795	457	WASHINGTON	TEXAS
00102300 AJ	HAYES, AL	SENECA RESOURCES CORPORATION	05/23/1995	795	455	WASHINGTON	TEXAS
00102300 AK	WATSON, WYMIE GRAYS	SENECA RESOURCES CORPORATION	05/23/1995	795	453	WASHINGTON	TEXAS
00102300 AL	RAY, HATTIE HAYES	SENECA RESOURCES CORPORATION	06/07/1995	795	451	WASHINGTON	TEXAS
00102300 AM	HAYES, JOANNE MEREDITH	SENECA RESOURCES CORPORATION	06/07/1995	795	447	WASHINGTON	TEXAS
00102300 AN	DILWORTH, TONY L.	SENECA RESOURCES CORPORATION	02/08/1995	795	443	WASHINGTON	TEXAS
00102300 AO	STEPHENS, ERNEST	SENECA RESOURCES CORPORATION	06/05/1995	795	441	WASHINGTON	TEXAS
00102300 AP	HAYES, LARRY	SENECA RESOURCES CORPORATION	06/08/1995	795	439	WASHINGTON	TEXAS
00102300 AQ	HAYES, CAROLYN R.	SENECA RESOURCES CORPORATION	06/08/1995	795	437	WASHINGTON	TEXAS
00102300 AR	MATTIS, LUCILLE	SENECA RESOURCES CORPORATION	02/23/1995	795	434	WASHINGTON	TEXAS
00102300 AS	SHELTON, JOLEE	SENECA RESOURCES CORPORATION	05/23/1995	795	432	WASHINGTON	TEXAS
00102300 AT	MCVEA, ROBERT	SENECA RESOURCES CORPORATION	06/20/1995	795	430	WASHINGTON	TEXAS
00102300 AU	GILLESPIE, LESTER	SENECA RESOURCES CORPORATION	06/20/1995	795	428	WASHINGTON	TEXAS
00102300 AV	GRAYS, BOBBY JOE	SENECA RESOURCES CORPORATION	05/23/1995	795	395	WASHINGTON	TEXAS
00102300 AW	DREWERY, BILL	SENECA RESOURCES CORPORATION	03/19/1995	795	425	WASHINGTON	TEXAS
00102300 AX	HAYNES, ROBBIE M.	SENECA RESOURCES CORPORATION	05/09/1995	795	423	WASHINGTON	TEXAS
00102300 AY	HUBBARD, JAMES A.	SENECA RESOURCES CORPORATION	05/09/1995	795	421	WASHINGTON	TEXAS
00102300 AZ	HILL, LEOLA	SENECA RESOURCES CORPORATION	05/17/1995	795	417	WASHINGTON	TEXAS
00102300 B	DANIELS, LILLIAN MARIE	SENECA RESOURCES CORPORATION	05/08/1995	792	328	WASHINGTON	TEXAS
00102300 BA	BROWN, LULA EUNICE GRAYS	SENECA RESOURCES CORPORATION	05/22/1995	795	419	WASHINGTON	TEXAS
00102300 BB	ROSS, MELVIN	SENECA RESOURCES CORPORATION	05/04/1995	795	415	WASHINGTON	TEXAS
00102300 BC	RANDALL, DONNA M.	SENECA RESOURCES CORPORATION	05/09/1995	795	413	WASHINGTON	TEXAS
00102300 BD	STEPHENS, WAYNE	SENECA RESOURCES CORPORATION	05/29/1995	795	411	WASHINGTON	TEXAS
00102300 BE	STEPHENS, SEBRINA D.	SENECA RESOURCES CORPORATION	05/29/1995	795	409	WASHINGTON	TEXAS
00102300 BF	STEPHENS, TIMOTHY	SENECA RESOURCES CORPORATION	05/29/1995	795	407	WASHINGTON	TEXAS
00102300 BG	BELSER,RENITA	SENECA RESOURCES CORPORATION	05/29/1995	795	405	WASHINGTON	TEXAS
00102300 BH	HAYES, JAMES C.	SENECA RESOURCES CORPORATION	05/17/1995	795	403	WASHINGTON	TEXAS
00102300 BI	DIXON, CATHERINE	SENECA RESOURCES CORPORATION	05/09/1995	795	401	WASHINGTON	TEXAS
00102300 BJ	MOORE, CARRIE	SENECA RESOURCES CORPORATION	05/29/1995	795	399	WASHINGTON	TEXAS

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
I hereby certify, on 10-13-00
County Clerk
Brazos County, Texas

00102300 BK	HUBBARD, FANNIE V.	SENECA RESOURCES CORPORATION	05/18/1995	795	397	WASHINGTON	TEXAS
00102300 BL	HAYES, CHRISTOPHER E	SENECA RESOURCES CORPORATION	06/07/1995	795	449	WASHINGTON	TEXAS
00102300 BM	KING, BOBBIE	SENECA RESOURCES CORPORATION	02/06/1995	792	285	WASHINGTON	TEXAS
00102300 C	DANIELS, SARAH	SENECA RESOURCES CORPORATION	05/09/1995	792	326	WASHINGTON	TEXAS
00102300 D	HAYES, JAMES PETER	SENECA RESOURCES CORPORATION	05/07/1995	792	324	WASHINGTON	TEXAS
00102300 E	HAYES, JIMMIE	SENECA RESOURCES CORPORATION	05/07/1995	792	322	WASHINGTON	TEXAS
00102300 F	DANIELS, JAMES C.	SENECA RESOURCES CORPORATION	05/09/1995	792	320	WASHINGTON	TEXAS
00102300 G	DANIELS, CHARLENE	SENECA RESOURCES CORPORATION	05/08/1995	792	318	WASHINGTON	TEXAS
00102300 H	DREWERY, CLAUDE B.	SENECA RESOURCES CORPORATION	03/19/1995	792	316	WASHINGTON	TEXAS
00102300 I	DAVIS, FAYE	SENECA RESOURCES CORPORATION	03/19/1995	792	314	WASHINGTON	TEXAS
00102300 J	JACKSON, SHIRLEY	SENECA RESOURCES CORPORATION	03/19/1995	792	312	WASHINGTON	TEXAS
00102300 K	WILSON, JOE E.	SENECA RESOURCES CORPORATION	02/21/1995	792	310	WASHINGTON	TEXAS
00102300 L	DREWERY, ROY	SENECA RESOURCES CORPORATION	03/19/1995	792	308	WASHINGTON	TEXAS
00102300 M	CLIFTON, EDWARD C.	SENECA RESOURCES CORPORATION	02/21/1995	792	305	WASHINGTON	TEXAS
00102300 N	JOHNSON, ELNORA	SENECA RESOURCES CORPORATION	02/03/1995	792	303	WASHINGTON	TEXAS
00102300 O	MCDANIEL, HOMER V.	SENECA RESOURCES CORPORATION	02/09/1995	792	301	WASHINGTON	TEXAS
00102300 P	CRISS, CHARLES	SENECA RESOURCES CORPORATION	02/06/1995	792	299	WASHINGTON	TEXAS
00102300 Q	DICKEY, HELEN	SENECA RESOURCES CORPORATION	02/06/1995	792	297	WASHINGTON	TEXAS
00102300 R	GRAYS, LULA B.	SENECA RESOURCES CORPORATION	02/06/1995	792	295	WASHINGTON	TEXAS
00102300 S	PORCH, LOIS	SENECA RESOURCES CORPORATION	02/07/1995	792	293	WASHINGTON	TEXAS
00102300 T	WALTON, RUDELL	SENECA RESOURCES CORPORATION	02/06/1995	792	291	WASHINGTON	TEXAS
00102300 U	RILEY, MILDRED	SENECA RESOURCES CORPORATION	02/07/1995	792	289	WASHINGTON	TEXAS
00102300 V	WILSON, CHESTER	SENECA RESOURCES CORPORATION	02/03/1995	792	287	WASHINGTON	TEXAS
00102300 W	JACKSON, FLORENCE	SENECA RESOURCES CORPORATION	02/03/1995	792	283	WASHINGTON	TEXAS
00102300 X	GILLESPIE, WARDELL	SENECA RESOURCES CORPORATION	02/23/1995	792	332	WASHINGTON	TEXAS
00102300 Y	MITCHELL, LINDA	SENECA RESOURCES CORPORATION	02/23/1995	792	335	WASHINGTON	TEXAS
00102300 Z	WILSON, RUDELL	SENECA RESOURCES CORPORATION	03/19/1995	792	338	WASHINGTON	TEXAS
00102302 A	STEEN, AMULA	SENECA RESOURCES CORPORATION	06/15/1995	795	169	WASHINGTON	TEXAS
00102302 B	LEWIS, CAREY, SR.	SENECA RESOURCES CORPORATION	06/15/1995	795	202	WASHINGTON	TEXAS
00102302 C	FLEMING, L. A.	SENECA RESOURCES CORPORATION	06/15/1995	795	190	WASHINGTON	TEXAS
00102302 D	COOPER, ANDREW, JR.	SENECA RESOURCES CORPORATION	07/12/1995	795	165	WASHINGTON	TEXAS
00102302 E	QUINN, BERLINE MAXEY	SENECA RESOURCES CORPORATION	06/15/1995	795	167	WASHINGTON	TEXAS
00102302 F	HOUSTON, RUTH	SENECA RESOURCES CORPORATION	06/15/1995	795	172	WASHINGTON	TEXAS
00102302 G	LEWIS, WILLIAM	SENECA RESOURCES CORPORATION	06/15/1995	795	186	WASHINGTON	TEXAS
00102302 H	LEWIS, SAMUEL B.	SENECA RESOURCES CORPORATION	06/15/1995	795	174	WASHINGTON	TEXAS
00102302 I	MAXIE, IRVING	SENECA RESOURCES CORPORATION	06/15/1995	795	176	WASHINGTON	TEXAS
00102302 J	THOMPSON, JOSIE LEE MAXIE BERR	SENECA RESOURCES CORPORATION	06/15/1995	795	178	WASHINGTON	TEXAS
00102302 K	HARRIS, ELMO	SENECA RESOURCES CORPORATION	06/15/1995	795	180	WASHINGTON	TEXAS
00102302 L	MOSES, ADDIE MAE	SENECA RESOURCES CORPORATION	06/15/1995	795	182	WASHINGTON	TEXAS
00102302 M	LITTLE, GLORIA	SENECA RESOURCES CORPORATION	06/15/1995	795	184	WASHINGTON	TEXAS
00102302 N	PORTER, JOHN WESLEY	SENECA RESOURCES CORPORATION	06/15/1995	799	31	WASHINGTON	TEXAS
00102302 O	MAXEY, MELVIN	SENECA RESOURCES CORPORATION	08/01/1995	799	50	WASHINGTON	TEXAS
00102302 P	LINGREN, CONNEEN SANDERS	SENECA RESOURCES CORPORATION	08/01/1995	799	43	WASHINGTON	TEXAS
00102302 Q	HOUSTON, JUSTIN , JR.	SENECA RESOURCES CORPORATION	06/15/1995	799	45	WASHINGTON	TEXAS
00102302 R	RAY, HULDA	SENECA RESOURCES CORPORATION	06/15/1996	799	22	WASHINGTON	TEXAS
00102302 S	DOUGLAS, FREDNA	SENECA RESOURCES CORPORATION	07/13/1995	799	20	WASHINGTON	TEXAS
00102302 T	DURLEY, DENISE SUE	SENECA RESOURCES CORPORATION	08/01/1995	800	709	WASHINGTON	TEXAS
00102302 U	HOUSTON, LAWANA	SENECA RESOURCES CORPORATION	08/01/1995	800	698	WASHINGTON	TEXAS
00102302 V	DURLEY, LEANDER R.	SENECA RESOURCES CORPORATION	08/01/1995	800	706	WASHINGTON	TEXAS
00102302 W	DURLEY, MYRNA L.	SENECA RESOURCES CORPORATION	08/01/1995	800	702	WASHINGTON	TEXAS
00102303 A	LITTLE, MICHAEL	SENECA RESOURCES CORPORATION	06/28/1995	795	210	WASHINGTON	TEXAS
00102303 B	LITTLE, ROBERT J. , JR.	SENECA RESOURCES CORPORATION	07/10/1995	795	212	WASHINGTON	TEXAS

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the an[illegible] records of Brazos, County, Texas.
10-13-2000
County Clerk
Brazos County, Texas

00102303 C	LITTLE, PRESLEY	SENECA RESOURCES CORPORATION	06/28/1995	795	206	WASHINGTON	TEXAS
00102303 D	LITTLE, EPSTEIN, JR.	SENECA RESOURCES CORPORATION	06/28/1995	795	208	WASHINGTON	TEXAS
00102303 E	WHITE, T. BERTHA	SENECA RESOURCES CORPORATION	06/28/1995	795	188	WASHINGTON	TEXAS
00102303 F	LITTLE, GLORIA	SENECA RESOURCES CORPORATION	06/28/1995	795	192	WASHINGTON	TEXAS
00102303 G	HICKS, BOBBIE LEE	SENECA RESOURCES CORPORATION	07/10/1995	795	198	WASHINGTON	TEXAS
00102303 H	LITTLE, MARGARET	SENECA RESOURCES CORPORATION	06/28/1995	795	204	WASHINGTON	TEXAS
00102303 I	DEAVER, KWANI NICOLE	SENECA RESOURCES CORPORATION	07/12/1995	795	194	WASHINGTON	TEXAS
00102303 J	PRICE, DEBORAH L.	SENECA RESOURCES CORPORATION	06/28/1995	795	196	WASHINGTON	TEXAS
00102303 K	DEAVER, MELVIN ROZAN	SENECA RESOURCES CORPORATION	07/13/1995	799	41	WASHINGTON	TEXAS

SAVE AND EXCEPT from Leases 00102303 A thru 00102303 K those lands pooled by the Sharp Unit #1, an Amendment and Ratification of Designation of Unit for which is recorded at Volume 826, Page 302 of the Official Records of Washington Co., Texas.

00102304 A	SCHULTE, THOMAS J., ET UX	J. KAY BUCHANAN, TRUSTEE	01/28/1993	693	708	WASHINGTON	TEXAS
00102304 B	MAHAN, WILLIE MAY	SENECA RESOURCES CORPORATION	06/30/1995	795	200	WASHINGTON	TEXAS
00102304 C	JONES, LANA JEANNETTE	SENECA RESOURCES CORPORATION	07/20/1995	799	35	WASHINGTON	TEXAS
00102304 D	LEE, LOIS	SENECA RESOURCES CORPORATION	07/25/1995	799	28	WASHINGTON	TEXAS
00102304 E	JONES, CATHERINE	SENECA RESOURCES CORPORATION	07/20/1995	799	26	WASHINGTON	TEXAS
00102304 F	JACKSON, ELIZABETH	SENECA RESOURCES CORPORATION	07/25/1995	799	39	WASHINGTON	TEXAS
00102304 G	POTTS, CLEMON HARDY	SENECA RESOURCES CORPORATION	07/25/1995	799	47	WASHINGTON	TEXAS
00102304 H	JONES, JACQUELINE	SENECA RESOURCES CORPORATION	07/20/1995	799	24	WASHINGTON	TEXAS
00102304 I	JONES, CHARLOTTE	SENECA RESOURCES CORPORATION	07/20/1995	800	696	WASHINGTON	TEXAS
00102304 J	BARNETT, PHYLLIS JONES	SENECA RESOURCES CORPORATION	07/13/1995	800	704	WASHINGTON	TEXAS
00102304 K	JONES, DOROTHY	SENECA RESOURCES CORPORATION	07/20/1995	800	700	WASHINGTON	TEXAS
00102304 L	FRAZIER, ALICE V.	SENECA RESOURCES CORPORATION	07/05/1995	795	214	WASHINGTON	TEXAS
00102304 M	QUARLES, CHESTER	SENECA RESOURCES CORPORATION	07/05/1995	805	802	WASHINGTON	TEXAS
00102304 N	QUARLES, SHIRLEY V.	SENECA RESOURCES CORPORATION	07/05/1995	805	805	WASHINGTON	TEXAS
00102304 O	THOMAS, RICHARD T., SR.	SENECA RESOURCES CORPORATION	09/19/1995	805	380	WASHINGTON	TEXAS
00102304 P	POTTS, CHARLES	SENECA RESOURCES CORPORATION	07/25/1995	830	145	WASHINGTON	TEXAS
00102327	VICKERS, C. L. , ET AL	TRINITY RESOURCES, INC.	10/04/1979	386	64	WASHINGTON	TEXAS
00102328 A	VICKERS, C. L. AND WIFE	CLAYTON W. WILLIAMS, JR.	11/18/1983	463	210	WASHINGTON	TEXAS
00102328 B	VICKERS, CLARENCE THOMAS	CLAYTON W. WILLIAMS, JR.	07/07/1984	480	353	WASHINGTON	TEXAS
00102330	MYERS, MARK DAVID ET UX	CLAYTON W. WILLIAMS, JR.	12/22/1994	463	210	WASHINGTON	TEXAS
00102331 A	WHITEFORD, SUSAN A. ETAL	CLAYTON W. WILLIAMS, JR.	02/23/1984	480	77	WASHINGTON	TEXAS
00102332	HUTCHINGS, WILLIAM ET UX TRUST	CLAYTON W. WILLIAMS, JR.	11/09/1983	460	396	WASHINGTON	TEXAS
00102333	THE STATE OF TEXAS NO. M-96288	CLAYTON WILLIAMS ENERGY, INC.	02/09/1995	774	726	WASHINGTON	TEXAS
00102336	STATE OF TEXAS M-96404	SENECA RESOURCES CORPORATION	04/04/1995	241	705	BURLESON	TEXAS
00102337	STATE OF TEXAS M-96403	SENECA RESOURCES CORPORATION	04/04/1995	241	714	BURLESON	TEXAS
00102342	HUTCHINGS, WILLIAM L. ETUX TR.	SENECA RESOURCES CORPORATION	01/06/1995	799	52	WASHINGTON	TEXAS
00102347 A	NEAL, SAMMIE L., ET AL	SENECA RESOURCES CORPORATION	07/31/1995	805	800	WASHINGTON	TEXAS
00102348 A	WHITEFORD FAMILY LTD PRTNRSHP	SENECA RESOURCES CORPORATION	10/20/1995	805	808	WASHINGTON	TEXAS
00102348 B	BRENHAM CEMETERY ASSOCIATION	BAKER EXPLORATION COMPANY	12/28/1993	720	301	WASHINGTON	TEXAS
00102349	STATE OF TEXAS NO. M-96580	SENECA RESOURCES CORPORATION	06/06/1995	2443	15	BRAZOS	TEXAS
				245	575	BURLESON	TEXAS
00102453	STATE OF TEXAS NO. M-97059	SENECA RESOURCES CORPORATION	01/02/1996	2591	167	BRAZOS	TEXAS

STATE OF TEXAS
COUNTY OF BRAZOS
This instrument is a true and correct copy as the same appears of file and recorded in the official records of Brazos County, Texas.
Witness my hand this 12-13-2000
County Clerk
Brazos County, Texas

0717078

03827 00014

EXHIBIT "B"

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale from Seneca Resources Corporation to Matagorda Operating Company, Burleson, Washington and Brazos Counties, Texas

Property Name

Hutchings Unit #1-H
Jesse Moore Unit #10-H
Jesse Moore #11-H Lease Well
M. P. Walker #2-H Lease Well
M. P. Walker Unit #3-H
McFarlane-Moore Unit #1
R. Moore Estate #6-H Lease Well
R. Moore Estate Unit #7-H
R. Moore Estate Unit #5-H
R. Moore Unit #1A-H
R. T. Moore Estate Unit #4-H
Rubenstein Unit #1-H
Schulte Unit #3-H
Wilkins #1-U Lease Well
Wilkins #4 Lease Well
Wilkins #6-H Lease Well
Wilkins Unit #7-H

Filed for Record in:
BRAZOS COUNTY,
On: Jun 01,2000 at 02:21PM
As a
Recordings
Document Number: 0717078
Amount 20.00
Receipt Number - 152666
By,
Kathryn Sustayta

STATE OF TEXAS COUNTY OF
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
BRAZOS COUNTY,
as stamped hereon by me.

Jun 01,2000

HONORABLE KAY ANN WARD, COUNTY CLERK
BRAZOS COUNTY,

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the [illegible] records of Brazos, County, Texas.
10-13-2000 Cynthia Abernathy
County Clerk
[illegible] County, Texas

• Checked for MF #'s ✓
• Entered in database: 3187
• Problem file? Y ___ N ✓
• Acknowlegement letter sent ___

0002106

Hutchings Est. #1-H
Jesse Moore #10-H
Jesse Moore #11-H
R. Moore Unit #1A-H
R. Moore Est. #4-H
R. Moore Est.Unit #5-H
R. Moore Est. #6-H
R. Moore Est. #7-H
McFarlane-Moore Unit #1
Rubenstein #1-H
Schulte Unit #1-H
Wilkins #1-U
Wilkins #4
Wilkins #6-H
Wilkin #7-H
M.P. Walker #2-H
M.P. Walker #3-H

OR 524 692

ASSIGNMENT, CONVEYANCE, AND BILL OF SALE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF BRAZOS, §
BURLESON & WASHINGTON §

Seneca Resources Corporation, ("Assignor"), 1201 Louisiana, Suite 400, Houston, Texas 77002, for adequate consideration, the receipt and sufficiency of which is acknowledged, does hereby sell, assign, transfer, convey and deliver unto **Matagorda Operating Company**, ("Assignee"), 13531 Grand Masterpiece, Houston, Texas 77041, all of Assignor's rights, title, and interests in and to the following described property and interests (collectively, the "Properties"):

1. The oil, gas, and mineral leases and the operating rights, working interests, royalty interests, overriding royalty interests, mineral interests, rights of assignment and reassignment, payments out of production, and interests and rights to explore for and produce oil, gas, or other minerals which are described in Exhibit "A" to this Assignment ("Leases");

2. All rights and interests in or derived from unit agreements, orders, and decisions of state and federal regulatory authorities establishing or relating to units, unit operating agreements, enhanced recovery and injection agreements, gas purchase agreements, farmout and farmin agreements (and any leasehold interest, working interest, royalty interest, or other interest acquired or reserved), assignments of operating rights, working interests and subleases, all other contracts, agreements, leases, licenses, permits, easements, servitudes, notes and orders in any way relating to the Leases and the operations conducted or to be conducted on the Leases, or the production, treatment, sale or disposal of hydrocarbons or water produced relating to any of the Leases;

3. All wells described on Exhibit "B" to this Assignment ("Wells") and all personal property, fixtures (including, without limitation, plants and pipelines), real estate, equipment, and improvements located on or otherwise pertaining to the Wells and Leases or lands pooled or

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 10-13-2000

Anna L. Schielack
County Clerk
Burleson County, Texas

By Verlie Ann Turner Deputy

692

unitized with the Leases or used or obtained in connection with the Wells and Leases or with their operation or maintenance, or with the production, treatment, sale, or disposal of hydrocarbons or water produced; and,

4. All other rights and interests in, to or under or derived from the Leases, even though not properly described in Exhibit "A".

TO HAVE AND TO HOLD all of the Properties to Assignee, subject to and in accordance with all terms and provisions of the Leases, contracts, and agreements.

Assignee covenants and agrees with Assignor to execute and file with the appropriate governmental agency or agencies having jurisdiction of the premises herein assigned, all such documents and instruments as may be requested by Assignor to evidence the change of operator of the subject wells located on leases described herein to Assignee, and Assignee further agrees to execute and obtain all such bonds as may be required by law in order to effectuate such change of operator to Assignee. Assignee shall comply with and hereby assumes all express and implied covenants and obligations contained in the Leases, and in the agreements, assignments and instruments which are applicable to the interests herein assigned including the obligations to plug and abandon any well described herein at Assignee's sole cost and expense. In connection therewith, Assignee recognizes that the Wells are currently operating and have not been abandoned and Assignee further recognizes that he is the new operator, as defined in Chapter 89 of the Texas Natural Resources Code. Assignee, at its sole cost and expense, agrees to indemnify, defend and save Assignor harmless from and against any and all claims for damages whether to person or property, arising after the effective date hereof, made by any person or concern by reason or failure of Assignee to comply with any such covenants and obligations as herein provided, or by reason of, or on account of, or in any way associated with any operations conducted after the effective date hereof on the Leases or the Properties.

TO THE EXTENT THAT THE INTERESTS ASSIGNED INCLUDE INTERESTS IN PERSONAL PROPERTY, MOVABLE PROPERTY, AND FIXTURES, THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EITHER STATUTORY, EXPRESS OR IMPLIED, AND SPECIFICALLY WITHOUT WARRANTY AS TO MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. ALL OF THE INTERESTS AND PERSONAL PROPERTY AND FIXTURES ARE ASSIGNED AND ACCEPTED ON A "WHERE IS" AND "AS IS" BASIS. ASSIGNOR EXPRESSLY WAIVES ANY STATUTORY WARRANTY OF FITNESS FOR INTENDED PURPOSES OR GUARANTY AGAINST HIDDEN OR LATENT DEFECTS AND ACKNOWLEDGES THIS EXPRESS WAIVER SHALL BE CONSIDERED A MATERIAL AND INTEGRAL PART OF THIS ASSIGNMENT, SALE, AND THE CONSIDERATION AND ACKNOWLEDGES THAT THIS WAIVER HAS BEEN BROUGHT TO THE ATTENTION OF ASSIGNEE, EXPLAINED IN DETAIL, AND ASSIGNEE HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THIS WAIVER OF WARRANTY OF FITNESS AND/OR WARRANTY AGAINST DEFECTS OF THE INTERESTS AND ASSETS.

Except as provided for herein, this Assignment is made by Assignor and accepted by Assignee without any covenant, representation, or warranty of title, statutory or otherwise, express or implied, even as to return of the purchase price. The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

This Assignment is effective for all purposes as of 7:00 a.m., April 1, 2000, (the "Effective Date").

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 10-13-2000

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

0002106

OR 524 694

ASSIGNOR

SENECA RESOURCES CORPORATION

By: _____

John F. McKnight

Vice President, Land & Legal

ASSIGNEE

MATAGORDA OPERATING COMPANY

By: Charles Cheatham

Name: Charles Cheatham

Title: President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 30th day of May, 2000 by JOHN F. McKNIGHT, the Vice President, Land & Legal of SENECA RESOURCES CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

JOY TRAPOLINO
MY COMMISSION EXPIRES
October 17, 2001

Joy Trapolino
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 31st day of May, 2000 by Chalres Cheatham the President of MATAGORDA OPERATING COMPANY, a Texas corporation, on behalf of said corporation.

CHARLES A. CORNISH
NOTARY PUBLIC
STATE OF TEXAS
6-2-2001

Charles A. Cornish
Notary Public in and for the State of Texas

G:\GROUPS\LAND\ONSHORE\WPDATA\Chuck Cornish\Matagorda Assignment.doc

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 10-13-2000

BURLESON CO. STATE OF TEXAS

Anna L. Schielack
County Clerk
Burleson County, Texas

By: Hilary Ann Turner Deputy

00002106 OR 524 695

Exhibit "A"

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale
from Seneca Resources Corporation to Matagorda Operating Company,
Burleson, Brazos and Washington Counties, Texas

LEASE #	LEASE NAME	LESSEE	LEASE DATE	RECORDING DATA VOLUME	PAGE	COUNTY	STATE
00101662	TERRELL, WM. J., IND. EXEC	R. S. SHAWELL	02/06/1978	30	312	BRAZOS	TEXAS
00101664	MOORE, ROBT, IND & TRUSTEE	R. S. SHAWELL	07/20/1977	27	353	BRAZOS	TEXAS
00101665	MOORE, HARRY H., ET UX	R. S. SHAWELL	07/15/1977	27	356	BRAZOS	TEXAS
00101665 B	KNEELAND, MARIE S., ET AL	UNION PACIFIC RESOURCES COMPANY	12/21/1994	2329	263	BRAZOS	TEXAS
00101666 A	TERRELL, WM. J., IND EXEC	R. S. SHAWELL	02/06/1978	30	302	BRAZOS	TEXAS
00101666 B	TERRELL, MARY S.	R. S. SHAWELL	02/06/1978	30	441	BRAZOS	TEXAS
00101666 C	TERRELL, WILLIAM J.	R. S. SHAWELL	02/06/1978	30	307	BRAZOS	TEXAS
00101758	LEVY, CLARA BELLE	NAPECO INC.	08/01/1978	24	508	BURLESON	TEXAS
	INSOFAR AND ONLY INSOFAR as said lease 00101758 covers and affects lands lying outside those lands pooled by the Yegua-Schawe Unit No. 1 a Designation of Unit for which is dated 9/20/93 and recorded at Volume 223, Page 671 of the Oil & Gas Lease Records of Burleson Co., Texas.						
00101759	DOBBINS, WILLIAM T.	DOV AMIR AND LOUIS ERLICH	05/25/1979	40	142	BURLESON	TEXAS
00101760	RUBENSTEIN, BEATRICE	NAPECO INC.	08/03/1978	24	511	BURLESON	TEXAS
00101762	WILKIN, MABEL, ET AL	NAPECO INC.	01/03/1979	24	499	BURLESON	TEXAS
00101806 A	SCHULTE, THOMAS ET UX	DOV AMIR AND LOUIS ERLICH	05/16/1983	455	155	WASHINGTON	TEXAS
00101806 B	FOREE, R.L.	DOV AMIR AND LOUIS ERLICH	05/16/1983	451	846	WASHINGTON	TEXAS
00101806 C	ELLISON, CORA, IND, EXEC	W. MARTIN BOSWORTH JR. TRUSTEE	08/19/1981	423	28	WASHINGTON	TEXAS
00101806 D	COOK, MARY JONES	DOV AMIR AND LOUIS ERLICH	09/29/1983	462	335	WASHINGTON	TEXAS
00101806 E	MARTIN, A.C.	DOV AMIR AND LOUIS ERLICH	05/27/1983	450	772	WASHINGTON	TEXAS
00101806 F	REAVES, RIVERS	DOV AMIR AND LOUIS ERLICH	05/11/1983	450	774	WASHINGTON	TEXAS
00101806 G	MUELLER, CYNTHIA, ET AL	DOV AMIR AND LOUIS ERLICH	08/05/1983	455	165	WASHINGTON	TEXAS
00101806 H	GREENFIELD, EDITH	DOV AMIR AND LOUIS ERLICH	04/28/1983	455	171	WASHINGTON	TEXAS
00101806 I	GREENFIELD, EDITH	DOV AMIR AND LOUIS ERLICH	10/20/1983	458	32	WASHINGTON	TEXAS
00101808 A	MOORE, JESSE B.	JACK D. BROGDON	11/07/1973	15	164	BURLESON	TEXAS
	INSOFAR AND ONLY INSOFAR as said lease 00101808 A covers and affects lands lying outside those lands pooled by the Jesse Moore Gas Unit No. 5-H, a Designation of Unit for which is dated 8/19/96 and recorded at Volume 254, Page 729 of the Oil & Gas Lease Records of Burleson Co., Texas, and SAVE AND EXCEPT those lands in the J.B. Chance Survey, A-9, lying southerly of the CC&SFRR Co.Railway, in Burleson Co., TX						
00101808 B	HAVARD, JACK E.	R. S. SHAWELL	03/28/1979	25	874	BURLESON	TEXAS
	INSOFAR AND ONLY INSOFAR as said lease 00101808 B covers and affects lands lying outside those lands pooled by the Jesse Moore Gas Unit No. 5-H, a Designation of Unit for which is dated 8/19/96 and recorded at Volume 254, Page 729 of the Oil & Gas Lease of Burleson Co., Texas						
00101986 A	PECORE, ELIZABETH HOHLT, ET AL	SENECA RESOURCES CORPORATION	08/22/1990	174	435	BURLESON	TEXAS
00101986 B	WICH, JOAN HOHLT	SENECA RESOURCES CORPORATION	08/22/1990	174	431	BURLESON	TEXAS
00101986 C	FLEMING, FREDERIC JR.	SENECA RESOURCES CORPORATION	08/22/1990	174	427	BURLESON	TEXAS
00101986 D	FLEMING, ROBERT S.	SENECA RESOURCES CORPORATION	08/22/1990	174	423	BURLESON	TEXAS
00101986 E	TRAAC COMPANY	SENECA RESOURCES CORPORATION	08/22/1990	174	439	BURLESON	TEXAS
00102045	STATE OF TEXAS - M-95092	SENECA RESOURCES CORPORATION	10/06/1992	169	315	BRAZOS	TEXAS
				209	683	BURLESON	TEXAS

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.
Thereby, certified, on 10-13-2000
Anna L. Schielack
County Clerk
Burleson County, Texas
By _____ Deputy

00102047 A	FRANK T. FLEET, INC., ET AL	SENECA RESOURCES CORPORATION	01/01/1993	1724	225	BRAZOS	TEXAS
00102047 B	SCHWAB, MAUD F.	SENECA RESOURCES CORPORATION	01/15/1993	1724	233	BRAZOS	TEXAS
00102047 C	LOGAN, LOUISE A., ET AL	SENECA RESOURCES CORPORATION	01/15/1993	1724	230	BRAZOS	TEXAS
00102059 A	WALKER, MILLS P.	ALICE M. REESE ESTATE	12/16/1977	29	525	BRAZOS	TEXAS
00102059 B	DOUGHERTY, JOHN B., ET AL	WILLIAM C. RICHARDSON JR.	02/15/1978	30	429	BRAZOS	TEXAS
00102059 C	LAWRENCE, JOHN M., III	WILLIAM C. RICHARDSON JR.	02/15/1978	30	433	BRAZOS	TEXAS

INSOFAR AND ONLY INSOFAR as said leases 00102059 A, B & C cover and affect lands outside those lands pooled by the following units:
1. Jr. Allen OL #1-H Unit, a Corrected Declaration of Pooled Unit for which dated 1/10/94 is recorded at Volume 2334, Page 53
2. Barrera #2 Unit, an Amended Pooling Agreement and Unit Designation for which is dated 3/16/94 and recorded at Volume 2113, Page 24
3. The Brannon #1H Unit, a Designation of Unit for which was filed for record on 12/22/94 at Volume 2266, Page 256
Recording references herein are made to the Official Public Records of Brazos County, Texas .

00102300 A	SHERMAN, ROBBIE MARILYN	SENECA RESOURCES CORPORATION	02/08/1995	792	330	WASHINGTON	TEXAS
00102300 AA	HARRIS, LINDA	SENECA RESOURCES CORPORATION	02/03/1995	792	281	WASHINGTON	TEXAS
00102300 AB	MASON, MOLLIE L.	SENECA RESOURCES CORPORATION	02/03/1995	792	279	WASHINGTON	TEXAS
00102300 AC	PROCTOR, DOROTHY ANN	SENECA RESOURCES CORPORATION	02/03/1995	792	277	WASHINGTON	TEXAS
00102300 AD	RILEY, EVELYN	SENECA RESOURCES CORPORATION	02/08/1995	792	274	WASHINGTON	TEXAS
00102300 AE	RUTHIE MAE DANIELS	SENECA RESOURCES CORPORATION	06/05/1995	795	465	WASHINGTON	TEXAS
00102300 AF	ELLISON, BOBBIE JEAN	SENECA RESOURCES CORPORATION	02/08/1995	795	445	WASHINGTON	TEXAS
00102300 AG	DREWERY, THERON E.	SENECA RESOURCES CORPORATION	03/19/1995	795	462	WASHINGTON	TEXAS
00102300 AH	WILSON, SHERRY MACK	SENECA RESOURCES CORPORATION	02/21/1995	795	459	WASHINGTON	TEXAS
00102300 AI	WILLIAMS, VIVIAN GRAYS	SENECA RESOURCES CORPORATION	05/23/1995	795	457	WASHINGTON	TEXAS
00102300 AJ	HAYES, AL	SENECA RESOURCES CORPORATION	05/23/1995	795	455	WASHINGTON	TEXAS
00102300 AK	WATSON, WYMIE GRAYS	SENECA RESOURCES CORPORATION	05/23/1995	795	453	WASHINGTON	TEXAS
00102300 AL	RAY, HATTIE HAYES	SENECA RESOURCES CORPORATION	06/07/1995	795	451	WASHINGTON	TEXAS
00102300 AM	HAYES, JOANNE MEREDITH	SENECA RESOURCES CORPORATION	06/07/1995	795	447	WASHINGTON	TEXAS
00102300 AN	DILWORTH, TONY L.	SENECA RESOURCES CORPORATION	02/08/1995	795	443	WASHINGTON	TEXAS
00102300 AO	STEPHENS, ERNEST	SENECA RESOURCES CORPORATION	06/05/1995	795	441	WASHINGTON	TEXAS
00102300 AP	HAYES, LARRY	SENECA RESOURCES CORPORATION	06/08/1995	795	439	WASHINGTON	TEXAS
00102300 AQ	HAYES, CAROLYN R.	SENECA RESOURCES CORPORATION	06/08/1995	795	437	WASHINGTON	TEXAS
00102300 AR	MATTIS, LUCILLE	SENECA RESOURCES CORPORATION	02/23/1995	795	434	WASHINGTON	TEXAS
00102300 AS	SHELTON, JOLEE	SENECA RESOURCES CORPORATION	05/23/1995	795	432	WASHINGTON	TEXAS
00102300 AT	MCVEA, ROBERT	SENECA RESOURCES CORPORATION	06/20/1995	795	430	WASHINGTON	TEXAS
00102300 AU	GILLESPIE, LESTER	SENECA RESOURCES CORPORATION	06/20/1995	795	428	WASHINGTON	TEXAS
00102300 AV	GRAYS, BOBBY JOE	SENECA RESOURCES CORPORATION	05/23/1995	795	395	WASHINGTON	TEXAS
00102300 AW	DREWERY, BILL	SENECA RESOURCES CORPORATION	03/19/1995	795	425	WASHINGTON	TEXAS
00102300 AX	HAYNES, ROBBIE M.	SENECA RESOURCES CORPORATION	05/09/1995	795	423	WASHINGTON	TEXAS
00102300 AY	HUBBARD, JAMES A.	SENECA RESOURCES CORPORATION	05/09/1995	795	421	WASHINGTON	TEXAS
00102300 AZ	HILL, LEOLA	SENECA RESOURCES CORPORATION	05/17/1995	795	417	WASHINGTON	TEXAS
00102300 B	DANIELS, LILLIAN MARIE	SENECA RESOURCES CORPORATION	05/08/1995	792	328	WASHINGTON	TEXAS
00102300 BA	BROWN, LULA EUNICE GRAYS	SENECA RESOURCES CORPORATION	05/22/1995	795	419	WASHINGTON	TEXAS
00102300 BB	ROSS, MELVIN	SENECA RESOURCES CORPORATION	05/04/1995	795	415	WASHINGTON	TEXAS
00102300 BC	RANDALL, DONNA M.	SENECA RESOURCES CORPORATION	05/09/1995	795	413	WASHINGTON	TEXAS
00102300 BD	STEPHENS, WAYNE	SENECA RESOURCES CORPORATION	05/29/1995	795	411	WASHINGTON	TEXAS
00102300 BE	STEPHENS, SEBRINA D.	SENECA RESOURCES CORPORATION	05/29/1995	795	409	WASHINGTON	TEXAS
00102300 BF	STEPHENS, TIMOTHY	SENECA RESOURCES CORPORATION	05/29/1995	795	407	WASHINGTON	TEXAS
00102300 BG	BELSER,RENITA	SENECA RESOURCES CORPORATION	05/29/1995	795	405	WASHINGTON	TEXAS
00102300 BH	HAYES, JAMES C.	SENECA RESOURCES CORPORATION	05/17/1995	795	403	WASHINGTON	TEXAS
00102300 BI	DIXON, CATHERINE	SENECA RESOURCES CORPORATION	05/09/1995	795	401	WASHINGTON	TEXAS
00102300 BJ	MOORE, CARRIE	SENECA RESOURCES CORPORATION	05/29/1995	795	399	WASHINGTON	TEXAS

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 10-13-2000

Anna L. Schielack
County Clerk
Burleson County, Texas

By Harriet Ann Turner Deputy

OR 524 697

00102106

00102300 BK	HUBBARD, FANNIE V.	SENECA RESOURCES CORPORATION	05/18/1995	795	397	WASHINGTON	TEXAS
00102300 BL	HAYES, CHRISTOPHER E.	SENECA RESOURCES CORPORATION	06/07/1995	795	449	WASHINGTON	TEXAS
00102300 BM	KING, BOBBIE	SENECA RESOURCES CORPORATION	02/06/1995	792	285	WASHINGTON	TEXAS
00102300 C	DANIELS, SARAH	SENECA RESOURCES CORPORATION	05/09/1995	792	326	WASHINGTON	TEXAS
00102300 D	HAYES, JAMES PETER	SENECA RESOURCES CORPORATION	05/07/1995	792	324	WASHINGTON	TEXAS
00102300 E	HAYES, JIMMIE	SENECA RESOURCES CORPORATION	05/07/1995	792	322	WASHINGTON	TEXAS
00102300 F	DANIELS, JAMES C.	SENECA RESOURCES CORPORATION	05/09/1995	792	320	WASHINGTON	TEXAS
00102300 G	DANIELS, CHARLENE	SENECA RESOURCES CORPORATION	05/08/1995	792	318	WASHINGTON	TEXAS
00102300 H	DREWERY, CLAUDE B.	SENECA RESOURCES CORPORATION	03/19/1995	792	316	WASHINGTON	TEXAS
00102300 I	DAVIS, FAYE	SENECA RESOURCES CORPORATION	03/19/1995	792	314	WASHINGTON	TEXAS
00102300 J	JACKSON, SHIRLEY	SENECA RESOURCES CORPORATION	03/19/1995	792	312	WASHINGTON	TEXAS
00102300 K	WILSON, JOE E.	SENECA RESOURCES CORPORATION	02/21/1995	792	310	WASHINGTON	TEXAS
00102300 L	DREWERY, ROY	SENECA RESOURCES CORPORATION	03/19/1995	792	308	WASHINGTON	TEXAS
00102300 M	CLIFTON, EDWARD C.	SENECA RESOURCES CORPORATION	02/21/1995	792	305	WASHINGTON	TEXAS
00102300 N	JOHNSON, ELNORA	SENECA RESOURCES CORPORATION	02/03/1995	792	303	WASHINGTON	TEXAS
00102300 O	MCDANIEL, HOMER V.	SENECA RESOURCES CORPORATION	02/09/1995	792	301	WASHINGTON	TEXAS
00102300 P	CRISS, CHARLES	SENECA RESOURCES CORPORATION	02/06/1995	792	299	WASHINGTON	TEXAS
00102300 Q	DICKEY, HELEN	SENECA RESOURCES CORPORATION	02/06/1995	792	297	WASHINGTON	TEXAS
00102300 R	GRAYS, LULA B.	SENECA RESOURCES CORPORATION	02/06/1995	792	295	WASHINGTON	TEXAS
00102300 S	PORCH, LOIS	SENECA RESOURCES CORPORATION	02/07/1995	792	293	WASHINGTON	TEXAS
00102300 T	WALTON, RUDELL	SENECA RESOURCES CORPORATION	02/06/1995	792	291	WASHINGTON	TEXAS
00102300 U	RILEY, MILDRED	SENECA RESOURCES CORPORATION	02/07/1995	792	289	WASHINGTON	TEXAS
00102300 V	WILSON, CHESTER	SENECA RESOURCES CORPORATION	02/03/1995	792	287	WASHINGTON	TEXAS
00102300 W	JACKSON, FLORENCE	SENECA RESOURCES CORPORATION	02/03/1995	792	283	WASHINGTON	TEXAS
00102300 X	GILLESPIE, WARDELL	SENECA RESOURCES CORPORATION	02/23/1995	792	332	WASHINGTON	TEXAS
00102300 Y	MITCHELL, LINDA	SENECA RESOURCES CORPORATION	02/23/1995	792	335	WASHINGTON	TEXAS
00102300 Z	WILSON, RUDELL	SENECA RESOURCES CORPORATION	03/19/1995	792	338	WASHINGTON	TEXAS
00102302 A	STEEN, AMULA	SENECA RESOURCES CORPORATION	06/15/1995	795	169	WASHINGTON	TEXAS
00102302 B	LEWIS, CAREY, SR.	SENECA RESOURCES CORPORATION	06/15/1995	795	202	WASHINGTON	TEXAS
00102302 C	FLEMING, L. A.	SENECA RESOURCES CORPORATION	06/15/1995	795	190	WASHINGTON	TEXAS
00102302 D	COOPER, ANDREW, JR.	SENECA RESOURCES CORPORATION	07/12/1995	795	165	WASHINGTON	TEXAS
00102302 E	QUINN, BERLINE MAXEY	SENECA RESOURCES CORPORATION	06/15/1995	795	167	WASHINGTON	TEXAS
00102302 F	HOUSTON, RUTH	SENECA RESOURCES CORPORATION	06/15/1995	795	172	WASHINGTON	TEXAS
00102302 G	LEWIS, WILLIAM	SENECA RESOURCES CORPORATION	06/15/1995	795	186	WASHINGTON	TEXAS
00102302 H	LEWIS, SAMUEL B.	SENECA RESOURCES CORPORATION	06/15/1995	795	174	WASHINGTON	TEXAS
00102302 I	MAXIE, IRVING	SENECA RESOURCES CORPORATION	06/15/1995	795	176	WASHINGTON	TEXAS
00102302 J	THOMPSON, JOSIE LEE MAXIE BERR	SENECA RESOURCES CORPORATION	06/15/1995	795	178	WASHINGTON	TEXAS
00102302 K	HARRIS, ELMO	SENECA RESOURCES CORPORATION	06/15/1995	795	180	WASHINGTON	TEXAS
00102302 L	MOSES, ADDIE MAE	SENECA RESOURCES CORPORATION	06/15/1995	795	182	WASHINGTON	TEXAS
00102302 M	LITTLE, GLORIA	SENECA RESOURCES CORPORATION	06/15/1995	795	184	WASHINGTON	TEXAS
00102302 N	PORTER, JOHN WESLEY	SENECA RESOURCES CORPORATION	06/15/1995	799	31	WASHINGTON	TEXAS
00102302 O	MAXEY, MELVIN	SENECA RESOURCES CORPORATION	08/01/1995	799	50	WASHINGTON	TEXAS
00102302 P	LINGREN, CONNEEN SANDERS	SENECA RESOURCES CORPORATION	08/01/1995	799	43	WASHINGTON	TEXAS
00102302 Q	HOUSTON, JUSTIN , JR.	SENECA RESOURCES CORPORATION	06/15/1995	799	45	WASHINGTON	TEXAS
00102302 R	RAY, HULDA	SENECA RESOURCES CORPORATION	06/15/1996	799	22	WASHINGTON	TEXAS
00102302 S	DOUGLAS, FREDNA	SENECA RESOURCES CORPORATION	07/13/1995	799	20	WASHINGTON	TEXAS
00102302 T	DURLEY, DENISE SUE	SENECA RESOURCES CORPORATION	08/01/1995	800	709	WASHINGTON	TEXAS
00102302 U	HOUSTON, LAWANA	SENECA RESOURCES CORPORATION	08/01/1995	800	698	WASHINGTON	TEXAS
00102302 V	DURLEY, LEANDER R.	SENECA RESOURCES CORPORATION	08/01/1995	800	706	WASHINGTON	TEXAS
00102302 W	DURLEY, MYRNA L.	SENECA RESOURCES CORPORATION	08/01/1995	800	702	WASHINGTON	TEXAS
00102303 A	LITTLE, MICHAEL	SENECA RESOURCES CORPORATION	06/28/1995	795	210	WASHINGTON	TEXAS
00102303 B	LITTLE, ROBERT J. , JR.	SENECA RESOURCES CORPORATION	07/10/1995	795	212	WASHINGTON	TEXAS

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 10-13-2021

Anna L. Schielack
County Clerk
Burleson County, Texas

By _____ Deputy

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00021106 OR 524 698

00102303 C	LITTLE, PRESLEY	SENECA RESOURCES CORPORATION	06/28/1995	795	206	WASHINGTON	TEXAS
00102303 D	LITTLE, EPSTEIN, JR.	SENECA RESOURCES CORPORATION	06/28/1995	795	208	WASHINGTON	TEXAS
00102303 E	WHITE, T. BERTHA	SENECA RESOURCES CORPORATION	06/28/1995	795	188	WASHINGTON	TEXAS
00102303 F	LITTLE, GLORIA	SENECA RESOURCES CORPORATION	06/28/1995	795	192	WASHINGTON	TEXAS
00102303 G	HICKS, BOBBIE LEE	SENECA RESOURCES CORPORATION	07/10/1995	795	198	WASHINGTON	TEXAS
00102303 H	LITTLE, MARGARET	SENECA RESOURCES CORPORATION	06/28/1995	795	204	WASHINGTON	TEXAS
00102303 I	DEAVER, KWANI NICOLE	SENECA RESOURCES CORPORATION	07/12/1995	795	194	WASHINGTON	TEXAS
00102303 J	PRICE, DEBORAH L.	SENECA RESOURCES CORPORATION	06/28/1995	795	196	WASHINGTON	TEXAS
00102303 K	DEAVER, MELVIN ROZAN	SENECA RESOURCES CORPORATION	07/13/1995	799	41	WASHINGTON	TEXAS

SAVE AND EXCEPT from Leases 00102303 A thru 00102303 K those lands pooled by the Sharp Unit #1, an Amendment and Ratification of Designation of Unit for which is recorded at Volume 826, Page 302 of the Official Records of Washington Co., Texas.

00102304 A	SCHULTE, THOMAS J., ET UX	J. KAY BUCHANAN, TRUSTEE	01/28/1993	693	708	WASHINGTON	TEXAS
00102304 B	MAHAN, WILLIE MAY	SENECA RESOURCES CORPORATION	06/30/1995	795	200	WASHINGTON	TEXAS
00102304 C	JONES, LANA JEANNETTE	SENECA RESOURCES CORPORATION	07/20/1995	799	35	WASHINGTON	TEXAS
00102304 D	LEE, LOIS	SENECA RESOURCES CORPORATION	07/25/1995	799	28	WASHINGTON	TEXAS
00102304 E	JONES, CATHERINE	SENECA RESOURCES CORPORATION	07/20/1995	799	26	WASHINGTON	TEXAS
00102304 F	JACKSON, ELIZABETH	SENECA RESOURCES CORPORATION	07/25/1995	799	39	WASHINGTON	TEXAS
00102304 G	POTTS, CLEMON HARDY	SENECA RESOURCES CORPORATION	07/25/1995	799	47	WASHINGTON	TEXAS
00102304 H	JONES, JACQUELINE	SENECA RESOURCES CORPORATION	07/20/1995	799	24	WASHINGTON	TEXAS
00102304 I	JONES, CHARLOTTE	SENECA RESOURCES CORPORATION	07/20/1995	800	696	WASHINGTON	TEXAS
00102304 J	BARNETT, PHYLLIS JONES	SENECA RESOURCES CORPORATION	07/13/1995	800	704	WASHINGTON	TEXAS
00102304 K	JONES, DOROTHY	SENECA RESOURCES CORPORATION	07/20/1995	800	700	WASHINGTON	TEXAS
00102304 L	FRAZIER, ALICE V.	SENECA RESOURCES CORPORATION	07/05/1995	795	214	WASHINGTON	TEXAS
00102304 M	QUARLES, CHESTER	SENECA RESOURCES CORPORATION	07/05/1995	805	802	WASHINGTON	TEXAS
00102304 N	QUARLES, SHIRLEY V.	SENECA RESOURCES CORPORATION	07/05/1995	805	805	WASHINGTON	TEXAS
00102304 O	THOMAS, RICHARD T., SR.	SENECA RESOURCES CORPORATION	09/19/1995	805	380	WASHINGTON	TEXAS
00102304 P	POTTS, CHARLES	SENECA RESOURCES CORPORATION	07/25/1995	830	145	WASHINGTON	TEXAS
00102327	VICKERS, C. L. , ET AL	TRINITY RESOURCES, INC.	10/04/1979	386	64	WASHINGTON	TEXAS
00102328 A	VICKERS, C. L. AND WIFE	CLAYTON W. WILLIAMS, JR.	11/18/1983	463	210	WASHINGTON	TEXAS
00102328 B	VICKERS, CLARENCE THOMAS	CLAYTON W. WILLIAMS, JR.	07/07/1984	480	353	WASHINGTON	TEXAS
00102330	MYERS, MARK DAVID ET UX	CLAYTON W. WILLIAMS, JR.	12/22/1994	463	210	WASHINGTON	TEXAS
00102331 A	WHITEFORD, SUSAN A. ETAL	CLAYTON W. WILLIAMS, JR.	02/23/1984	480	77	WASHINGTON	TEXAS
00102332	HUTCHINGS, WILLIAM ET UX TRUST	CLAYTON W. WILLIAMS, JR.	11/09/1983	460	396	WASHINGTON	TEXAS
00102333	THE STATE OF TEXAS NO. M-96288	CLAYTON WILLIAMS ENERGY, INC.	02/09/1995	774	726	WASHINGTON	TEXAS
00102336	STATE OF TEXAS M-96404	SENECA RESOURCES CORPORATION	04/04/1995	241	705	BURLESON	TEXAS
00102337	STATE OF TEXAS M-96403	SENECA RESOURCES CORPORATION	04/04/1995	241	714	BURLESON	TEXAS
00102342	HUTCHINGS, WILLIAM L. ETUX TR.	SENECA RESOURCES CORPORATION	01/06/1995	799	52	WASHINGTON	TEXAS
00102347 A	NEAL, SAMMIE L., ET AL	SENECA RESOURCES CORPORATION	07/31/1995	805	800	WASHINGTON	TEXAS
00102348 A	WHITEFORD FAMILY LTD PRTNRSHP	SENECA RESOURCES CORPORATION	10/20/1995	805	808	WASHINGTON	TEXAS
00102348 B	BRENHAM CEMETERY ASSOCIATION	BAKER EXPLORATION COMPANY	12/28/1993	720	301	WASHINGTON	TEXAS
00102349	STATE OF TEXAS NO. M-96580	SENECA RESOURCES CORPORATION	06/06/1995	2443	15	BRAZOS	TEXAS
				245	575	BURLESON	TEXAS
00102453	STATE OF TEXAS NO. M-97059	SENECA RESOURCES CORPORATION	01/02/1996	2591	167	BRAZOS	TEXAS

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 10-13-2000

Anna L. Schielack
County Clerk
Burleson County, Texas

By _____ Deputy

698

0002106

OR 524 699

EXHIBIT "B"

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale from Seneca Resources Corporation to Matagorda Operating Company, Burleson, Washington and Brazos Counties, Texas

Property Name

Hutchings Unit #1-H
Jesse Moore Unit #10-H
Jesse Moore #11-H Lease Well
M. P. Walker #2-H Lease Well
M. P. Walker Unit #3-H
McFarlane-Moore Unit #1
R. Moore Estate #6-H Lease Well
R. Moore Estate Unit #7-H
R. Moore Estate Unit #5-H
R. Moore Unit #1A-H
R. T. Moore Estate Unit #4-H
Rubenstein Unit #1-H
Schulte Unit #3-H
Wilkins #1-U Lease Well
Wilkins #4 Lease Well
Wilkins #6-H Lease Well
Wilkins Unit #7-H

Filed for Record in:
Burleson County

On: Jun 01,2000 at 03:06PM

As a Official Public Records

Document Number: 0002106

Amount 23.00

Receipt Number - 10736
By, Violet Turner

STATE OF TEXAS COUNTY OF BURLESON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Burleson County
as stamped hereon by me.

Jun 01,2000

Honorable Anna L. Schielack, County Clerk
Burleson County

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 10-13-2000

Anna L. Schielack
County Clerk
Burleson County, Texas

By _____ Deputy

- Checked for MF #'s ✓
- Entered in database: 3/8/1
- Problem file? Y ___ N ✓
- Acknowlegement letter sent ___

3040

Hutchings Est. #1-H
Jesse Moore #10-H
Jesse Moore #11-H
R. Moore Unit #1A-H
R. Moore Est. #4-H
R. Moore Est.Unit #5-H
R. Moore Est. #6-H
R. Moore Est. #7-H
McFarlane-Moore Unit #1
Rubenstein #1-H
Schulte Unit #1-H
Wilkins #1-U
Wilkins #4
Wilkins #6-H
Wilkin #7-H
M.P. Walker #2-H
M.P. Walker #3-H

ASSIGNMENT, CONVEYANCE, AND BILL OF SALE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF BRAZOS, §
BURLESON & WASHINGTON §

Seneca Resources Corporation, ("Assignor"), 1201 Louisiana, Suite 400, Houston, Texas 77002, for adequate consideration, the receipt and sufficiency of which is acknowledged, does hereby sell, assign, transfer, convey and deliver unto **Matagorda Operating Company**, ("Assignee"), 13531 Grand Masterpiece, Houston, Texas 77041, all of Assignor's rights, title, and interests in and to the following described property and interests (collectively, the "Properties"):

1. The oil, gas, and mineral leases and the operating rights, working interests, royalty interests, overriding royalty interests, mineral interests, rights of assignment and reassignment, payments out of production, and interests and rights to explore for and produce oil, gas, or other minerals which are described in Exhibit "A" to this Assignment ("Leases");

2. All rights and interests in or derived from unit agreements, orders, and decisions of state and federal regulatory authorities establishing or relating to units, unit operating agreements, enhanced recovery and injection agreements, gas purchase agreements, farmout and farmin agreements (and any leasehold interest, working interest, royalty interest, or other interest acquired or reserved), assignments of operating rights, working interests and subleases, all other contracts, agreements, leases, licenses, permits, easements, servitudes, notes and orders in any way relating to the Leases and the operations conducted or to be conducted on the Leases, or the production, treatment, sale or disposal of hydrocarbons or water produced relating to any of the Leases;

3. All wells described on Exhibit "B" to this Assignment ("Wells") and all personal property, fixtures (including, without limitation, plants and pipelines), real estate, equipment, and improvements located on or otherwise pertaining to the Wells and Leases or lands pooled or

A CERTIFIED COPY issued OCT 16 2000
Beth Rothermel, County Clerk
Washington County, TX ___ Deputy

00-42-01

unitized with the Leases or used or obtained in connection with the Wells and Leases or with their operation or maintenance, or with the production, treatment, sale, or disposal of hydrocarbons or water produced; and,

4. All other rights and interests in, to or under or derived from the Leases, even though not properly described in Exhibit "A".

TO HAVE AND TO HOLD all of the Properties to Assignee, subject to and in accordance with all terms and provisions of the Leases, contracts, and agreements.

Assignee covenants and agrees with Assignor to execute and file with the appropriate governmental agency or agencies having jurisdiction of the premises herein assigned, all such documents and instruments as may be requested by Assignor to evidence the change of operator of the subject wells located on leases described herein to Assignee, and Assignee further agrees to execute and obtain all such bonds as may be required by law in order to effectuate such change of operator to Assignee. Assignee shall comply with and hereby assumes all express and implied covenants and obligations contained in the Leases, and in the agreements, assignments and instruments which are applicable to the interests herein assigned including the obligations to plug and abandon any well described herein at Assignee's sole cost and expense. In connection therewith, Assignee recognizes that the Wells are currently operating and have not been abandoned and Assignee further recognizes that he is the new operator, as defined in Chapter 89 of the Texas Natural Resources Code. Assignee, at its sole cost and expense, agrees to indemnify, defend and save Assignor harmless from and against any and all claims for damages whether to person or property, arising after the effective date hereof, made by any person or concern by reason or failure of Assignee to comply with any such covenants and obligations as herein provided, or by reason of, or on account of, or in any way associated with any operations conducted after the effective date hereof on the Leases or the Properties.

TO THE EXTENT THAT THE INTERESTS ASSIGNED INCLUDE INTERESTS IN PERSONAL PROPERTY, MOVABLE PROPERTY, AND FIXTURES, THIS ASSIGNMENT IS MADE WITHOUT WARRANTIES, EITHER STATUTORY, EXPRESS OR IMPLIED, AND SPECIFICALLY WITHOUT WARRANTY AS TO MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. ALL OF THE INTERESTS AND PERSONAL PROPERTY AND FIXTURES ARE ASSIGNED AND ACCEPTED ON A "WHERE IS" AND "AS IS" BASIS. ASSIGNOR EXPRESSLY WAIVES ANY STATUTORY WARRANTY OF FITNESS FOR INTENDED PURPOSES OR GUARANTY AGAINST HIDDEN OR LATENT DEFECTS AND ACKNOWLEDGES THIS EXPRESS WAIVER SHALL BE CONSIDERED A MATERIAL AND INTEGRAL PART OF THIS ASSIGNMENT, SALE, AND THE CONSIDERATION AND ACKNOWLEDGES THAT THIS WAIVER HAS BEEN BROUGHT TO THE ATTENTION OF ASSIGNEE, EXPLAINED IN DETAIL, AND ASSIGNEE HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THIS WAIVER OF WARRANTY OF FITNESS AND/OR WARRANTY AGAINST DEFECTS OF THE INTERESTS AND ASSETS.

Except as provided for herein, this Assignment is made by Assignor and accepted by Assignee without any covenant, representation, or warranty of title, statutory or otherwise, express or implied, even as to return of the purchase price. The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

This Assignment is effective for all purposes as of 7:00 a.m., April 1, 2000, (the "Effective Date").

OCT 16 2000

A CERTIFIED COPY issued_____
Beth Rothermel, County Clerk
Washington County, TX_____ Deputy

00-42-01

ASSIGNOR

SENECA RESOURCES CORPORATION

By: _____
John F. McKnight
Vice President, Land & Legal

ASSIGNEE

MATAGORDA OPERATING COMPANY

By: Charles Cheatham
Name: Charles Cheatham
Title: President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 31st day of May, 2000 by JOHN F. McKNIGHT, the Vice President, Land & Legal of SENECA RESOURCES CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

JOY TRAPOLINO
MY COMMISSION EXPIRES
October 17, 2001

Joy Trapolino
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 31st day of May, 2000 by Chalres Cheatham the President of MATAGORDA OPERATING COMPANY, a Texas corporation, on behalf of said corporation.

CHARLES A. CORNISH NOTARY PUBLIC STATE OF TEXAS EXPIRES 6-2-2001

Charles A. Cornish
Notary Public in and for the State of Texas

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OCT 16 2000
A CERTIFIED COPY issued _____
Beth Rothermel, County Clerk
Washington County, TX _____ Deputy

00-42-01

Exhibit "A"

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale
from Seneca Resources Corporation to Matagorda Operating Company,
Burleson, Brazos and Washington Counties, Texas

LEASE #	LEASE NAME	LESSEE	LEASE DATE	RECORDING DATA VOLUME	PAGE	COUNTY	STATE
00101662	TERRELL, WM. J., IND. EXEC	R. S. SHAWELL	02/06/1978	30	312	BRAZOS	TEXAS
00101664	MOORE, ROBT, IND & TRUSTEE	R. S. SHAWELL	07/20/1977	27	353	BRAZOS	TEXAS
00101665	MOORE, HARRY H., ET UX	R. S. SHAWELL	07/15/1977	27	356	BRAZOS	TEXAS
00101665 B	KNEELAND, MARIE S., ET AL	UNION PACIFIC RESOURCES COMPANY	12/21/1994	2329	263	BRAZOS	TEXAS
00101666 A	TERRELL, WM. J., IND EXEC	R. S. SHAWELL	02/06/1978	30	302	BRAZOS	TEXAS
00101666 B	TERRELL, MARY S.	R. S. SHAWELL	02/06/1978	30	441	BRAZOS	TEXAS
00101666 C	TERRELL, WILLIAM J.	R. S. SHAWELL	02/06/1978	30	307	BRAZOS	TEXAS
00101758	LEVY, CLARA BELLE	NAPECO INC.	08/01/1978	24	508	BURLESON	TEXAS
	INSOFAR AND ONLY INSOFAR as said lease 00101758 covers and affects lands lying outside those lands pooled by the Yegua-Schawe Unit No. 1 a Designation of Unit for which is dated 9/20/93 and recorded at Volume 223, Page 671 of the Oil & Gas Lease Records of Burleson Co., Texas.						
00101759	DOBBINS, WILLIAM T.	DOV AMIR AND LOUIS ERLICH	05/25/1979	40	142	BURLESON	TEXAS
00101760	RUBENSTEIN, BEATRICE	NAPECO INC.	08/03/1978	24	511	BURLESON	TEXAS
00101762	WILKIN, MABEL, ET AL	NAPECO INC.	01/03/1979	24	499	BURLESON	TEXAS
00101806 A	SCHULTE, THOMAS ET UX	DOV AMIR AND LOUIS ERLICH	05/16/1983	455	155	WASHINGTON	TEXAS
00101806 B	FOREE, R.L.	DOV AMIR AND LOUIS ERLICH	05/16/1983	451	846	WASHINGTON	TEXAS
00101806 C	ELLISON, CORA, IND. EXEC	W. MARTIN BOSWORTH JR. TRUSTEE	08/19/1981	423	28	WASHINGTON	TEXAS
00101806 D	COOK, MARY JONES	DOV AMIR AND LOUIS ERLICH	09/29/1983	462	335	WASHINGTON	TEXAS
00101806 E	MARTIN, A.C.	DOV AMIR AND LOUIS ERLICH	05/27/1983	450	772	WASHINGTON	TEXAS
00101806 F	REAVES, RIVERS	DOV AMIR AND LOUIS ERLICH	05/11/1983	450	774	WASHINGTON	TEXAS
00101806 G	MUELLER, CYNTHIA, ET AL	DOV AMIR AND LOUIS ERLICH	08/05/1983	455	165	WASHINGTON	TEXAS
00101806 H	GREENFIELD, EDITH	DOV AMIR AND LOUIS ERLICH	04/28/1983	455	171	WASHINGTON	TEXAS
00101806 I	GREENFIELD, EDITH	DOV AMIR AND LOUIS ERLICH	10/20/1983	458	32	WASHINGTON	TEXAS
00101808 A	MOORE, JESSE B.	JACK D. BROGDON	11/07/1973	15	164	BURLESON	TEXAS
	INSOFAR AND ONLY INSOFAR as said lease 00101808 A covers and affects lands lying outside those lands pooled by the Jesse Moore Gas Unit No. 5-H, a Designation of Unit for which is dated 8/19/96 and recorded at Volume 254, Page 729 of the Oil & Gas Lease Records of Burleson Co., Texas, and SAVE AND EXCEPT those lands in the J.B. Chance Survey, A-9, lying southerly of the CC&SFRR Co.Railway, In Burleson Co., TX						
00101808 B	HAVARD, JACK E.	R. S. SHAWELL	03/28/1979	25	874	BURLESON	TEXAS
	INSOFAR AND ONLY INSOFAR as said lease 00101808 B covers and affects lands lying outside those lands pooled by the Jesse Moore Gas Unit No. 5-H, a Designation of Unit for which is dated 8/19/96 and recorded at Volume 254, Page 729 of the Oil & Gas Lease of Burleson Co., Texas						
00101986 A	PECORE, ELIZABETH HOHLT, ET AL	SENECA RESOURCES CORPORATION	08/22/1990	174	435	BURLESON	TEXAS
00101986 B	WICH, JOAN HOHLT	SENECA RESOURCES CORPORATION	08/22/1990	174	431	BURLESON	TEXAS
00101986 C	FLEMING, FREDERIC JR.	SENECA RESOURCES CORPORATION	08/22/1990	174	427	BURLESON	TEXAS
00101986 D	FLEMING, ROBERT S.	SENECA RESOURCES CORPORATION	08/22/1990	174	423	BURLESON	TEXAS
00101986 E	TRAAC COMPANY	SENECA RESOURCES CORPORATION	08/22/1990	174	439	BURLESON	TEXAS
00102045	STATE OF TEXAS - M-95092	SENECA RESOURCES CORPORATION	10/06/1992	169	315	BRAZOS	TEXAS
				209	683	BURLESON	TEXAS

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00102047 A	FRANK T. FLEET, INC., ET AL	SENECA RESOURCES CORPORATION	01/01/1993	1724	225	BRAZOS	TEXAS
00102047 B	SCHWAB, MAUD F.	SENECA RESOURCES CORPORATION	01/15/1993	1724	233	BRAZOS	TEXAS
00102047 C	LOGAN, LOUISE A., ET AL	SENECA RESOURCES CORPORATION	01/15/1993	1724	230	BRAZOS	TEXAS
00102059 A	WALKER, MILLS P.	ALICE M. REESE ESTATE	12/16/1977	29	525	BRAZOS	TEXAS
00102059 B	DOUGHERTY, JOHN B., ET AL	WILLIAM C. RICHARDSON JR.	02/15/1978	30	429	BRAZOS	TEXAS
00102059 C	LAWRENCE, JOHN M., III	WILLIAM C. RICHARDSON JR.	02/15/1978	30	433	BRAZOS	TEXAS

INSOFAR AND ONLY INSOFAR as said leases 00102059 A, B & C cover and affect lands outside those lands pooled by the following units:
1. Jr. Allen OL #1-H Unit, a Corrected Declaration of Pooled Unit for which dated 1/10/94 is recorded at Volume 2334, Page 53
2. Barrera #2 Unit, an Amended Pooling Agreement and Unit Designation for which is dated 3/16/94 and recorded at Volume 2113, Page 24
3. The Brannon #1H Unit, a Designation of Unit for which was filed for record on 12/22/94 at Volume 2266, Page 256
Recording references herein are made to the Official Public Records of Brazos County, Texas .

00102300 A	SHERMAN, ROBBIE MARILYN	SENECA RESOURCES CORPORATION	02/08/1995	792	330	WASHINGTON	TEXAS
00102300 AA	HARRIS, LINDA	SENECA RESOURCES CORPORATION	02/03/1995	792	281	WASHINGTON	TEXAS
00102300 AB	MASON, MOLLIE L.	SENECA RESOURCES CORPORATION	02/03/1995	792	279	WASHINGTON	TEXAS
00102300 AC	PROCTOR, DOROTHY ANN	SENECA RESOURCES CORPORATION	02/03/1995	792	277	WASHINGTON	TEXAS
00102300 AD	RILEY, EVELYN	SENECA RESOURCES CORPORATION	02/08/1995	792	274	WASHINGTON	TEXAS
00102300 AE	RUTHIE MAE DANIELS	SENECA RESOURCES CORPORATION	06/05/1995	795	465	WASHINGTON	TEXAS
00102300 AF	ELLISON, BOBBIE JEAN	SENECA RESOURCES CORPORATION	02/08/1995	795	445	WASHINGTON	TEXAS
00102300 AG	DREWERY, THERON E.	SENECA RESOURCES CORPORATION	03/19/1995	795	462	WASHINGTON	TEXAS
00102300 AH	WILSON, SHERRY MACK	SENECA RESOURCES CORPORATION	02/21/1995	795	459	WASHINGTON	TEXAS
00102300 AI	WILLIAMS, VIVIAN GRAYS	SENECA RESOURCES CORPORATION	05/23/1995	795	457	WASHINGTON	TEXAS
00102300 AJ	HAYES, AL	SENECA RESOURCES CORPORATION	05/23/1995	795	455	WASHINGTON	TEXAS
00102300 AK	WATSON, WYMIE GRAYS	SENECA RESOURCES CORPORATION	05/23/1995	795	453	WASHINGTON	TEXAS
00102300 AL	RAY, HATTIE HAYES	SENECA RESOURCES CORPORATION	06/07/1995	795	451	WASHINGTON	TEXAS
00102300 AM	HAYES, JOANNE MEREDITH	SENECA RESOURCES CORPORATION	06/07/1995	795	447	WASHINGTON	TEXAS
00102300 AN	DILWORTH, TONY L.	SENECA RESOURCES CORPORATION	02/08/1995	795	443	WASHINGTON	TEXAS
00102300 AO	STEPHENS, ERNEST	SENECA RESOURCES CORPORATION	06/05/1995	795	441	WASHINGTON	TEXAS
00102300 AP	HAYES, LARRY	SENECA RESOURCES CORPORATION	06/08/1995	795	439	WASHINGTON	TEXAS
00102300 AQ	HAYES, CAROLYN R.	SENECA RESOURCES CORPORATION	06/08/1995	795	437	WASHINGTON	TEXAS
00102300 AR	MATTIS, LUCILLE	SENECA RESOURCES CORPORATION	02/23/1995	795	434	WASHINGTON	TEXAS
00102300 AS	SHELTON, JOLEE	SENECA RESOURCES CORPORATION	05/23/1995	795	432	WASHINGTON	TEXAS
00102300 AT	MCVEA, ROBERT	SENECA RESOURCES CORPORATION	06/20/1995	795	430	WASHINGTON	TEXAS
00102300 AU	GILLESPIE, LESTER	SENECA RESOURCES CORPORATION	06/20/1995	795	428	WASHINGTON	TEXAS
00102300 AV	GRAYS, BOBBY JOE	SENECA RESOURCES CORPORATION	05/23/1995	795	395	WASHINGTON	TEXAS
00102300 AW	DREWERY, BILL	SENECA RESOURCES CORPORATION	03/19/1995	795	425	WASHINGTON	TEXAS
00102300 AX	HAYNES, ROBBIE M.	SENECA RESOURCES CORPORATION	05/09/1995	795	423	WASHINGTON	TEXAS
00102300 AY	HUBBARD, JAMES A.	SENECA RESOURCES CORPORATION	05/09/1995	795	421	WASHINGTON	TEXAS
00102300 AZ	HILL, LEOLA	SENECA RESOURCES CORPORATION	05/17/1995	795	417	WASHINGTON	TEXAS
00102300 B	DANIELS, LILLIAN MARIE	SENECA RESOURCES CORPORATION	05/08/1995	792	328	WASHINGTON	TEXAS
00102300 BA	BROWN, LULA EUNICE GRAYS	SENECA RESOURCES CORPORATION	05/22/1995	795	419	WASHINGTON	TEXAS
00102300 BB	ROSS, MELVIN	SENECA RESOURCES CORPORATION	05/04/1995	795	415	WASHINGTON	TEXAS
00102300 BC	RANDALL, DONNA M.	SENECA RESOURCES CORPORATION	05/09/1995	795	413	WASHINGTON	TEXAS
00102300 BD	STEPHENS, WAYNE	SENECA RESOURCES CORPORATION	05/29/1995	795	411	WASHINGTON	TEXAS
00102300 BE	STEPHENS, SEBRINA D.	SENECA RESOURCES CORPORATION	05/29/1995	795	409	WASHINGTON	TEXAS
00102300 BF	STEPHENS, TIMOTHY	SENECA RESOURCES CORPORATION	05/29/1995	795	407	WASHINGTON	TEXAS
00102300 BG	BELSER,RENITA	SENECA RESOURCES CORPORATION	05/29/1995	795	405	WASHINGTON	TEXAS
00102300 BH	HAYES, JAMES C.	SENECA RESOURCES CORPORATION	05/17/1995	795	403	WASHINGTON	TEXAS
00102300 BI	DIXON, CATHERINE	SENECA RESOURCES CORPORATION	05/09/1995	795	401	WASHINGTON	TEXAS
00102300 BJ	MOORE, CARRIE	SENECA RESOURCES CORPORATION	05/29/1995	795	399	WASHINGTON	TEXAS

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00102300 BK	HUBBARD, FANNIE V.	SENECA RESOURCES CORPORATION	05/18/1995	795	397	WASHINGTON	TEXAS
00102300 BL	HAYES, CHRISTOPHER E.	SENECA RESOURCES CORPORATION	06/07/1995	795	449	WASHINGTON	TEXAS
00102300 BM	KING, BOBBIE	SENECA RESOURCES CORPORATION	02/06/1995	792	285	WASHINGTON	TEXAS
00102300 C	DANIELS, SARAH	SENECA RESOURCES CORPORATION	05/09/1995	792	326	WASHINGTON	TEXAS
00102300 D	HAYES, JAMES PETER	SENECA RESOURCES CORPORATION	05/07/1995	792	324	WASHINGTON	TEXAS
00102300 E	HAYES, JIMMIE	SENECA RESOURCES CORPORATION	05/07/1995	792	322	WASHINGTON	TEXAS
00102300 F	DANIELS, JAMES C.	SENECA RESOURCES CORPORATION	05/09/1995	792	320	WASHINGTON	TEXAS
00102300 G	DANIELS, CHARLENE	SENECA RESOURCES CORPORATION	05/08/1995	792	318	WASHINGTON	TEXAS
00102300 H	DREWERY, CLAUDE B.	SENECA RESOURCES CORPORATION	03/19/1995	792	316	WASHINGTON	TEXAS
00102300 I	DAVIS, FAYE	SENECA RESOURCES CORPORATION	03/19/1995	792	314	WASHINGTON	TEXAS
00102300 J	JACKSON, SHIRLEY	SENECA RESOURCES CORPORATION	03/19/1995	792	312	WASHINGTON	TEXAS
00102300 K	WILSON, JOE E.	SENECA RESOURCES CORPORATION	02/21/1995	792	310	WASHINGTON	TEXAS
00102300 L	DREWERY, ROY	SENECA RESOURCES CORPORATION	03/19/1995	792	308	WASHINGTON	TEXAS
00102300 M	CLIFTON, EDWARD C.	SENECA RESOURCES CORPORATION	02/21/1995	792	305	WASHINGTON	TEXAS
00102300 N	JOHNSON, ELNORA	SENECA RESOURCES CORPORATION	02/03/1995	792	303	WASHINGTON	TEXAS
00102300 O	MCDANIEL, HOMER V.	SENECA RESOURCES CORPORATION	02/09/1995	792	301	WASHINGTON	TEXAS
00102300 P	CRISS, CHARLES	SENECA RESOURCES CORPORATION	02/06/1995	792	299	WASHINGTON	TEXAS
00102300 Q	DICKEY, HELEN	SENECA RESOURCES CORPORATION	02/06/1995	792	297	WASHINGTON	TEXAS
00102300 R	GRAYS, LULA B.	SENECA RESOURCES CORPORATION	02/06/1995	792	295	WASHINGTON	TEXAS
00102300 S	PORCH, LOIS	SENECA RESOURCES CORPORATION	02/07/1995	792	293	WASHINGTON	TEXAS
00102300 T	WALTON, RUDELL	SENECA RESOURCES CORPORATION	02/06/1995	792	291	WASHINGTON	TEXAS
00102300 U	RILEY, MILDRED	SENECA RESOURCES CORPORATION	02/07/1995	792	289	WASHINGTON	TEXAS
00102300 V	WILSON, CHESTER	SENECA RESOURCES CORPORATION	02/03/1995	792	287	WASHINGTON	TEXAS
00102300 W	JACKSON, FLORENCE	SENECA RESOURCES CORPORATION	02/03/1995	792	283	WASHINGTON	TEXAS
00102300 X	GILLESPIE, WARDELL	SENECA RESOURCES CORPORATION	02/23/1995	792	332	WASHINGTON	TEXAS
00102300 Y	MITCHELL, LINDA	SENECA RESOURCES CORPORATION	02/23/1995	792	335	WASHINGTON	TEXAS
00102300 Z	WILSON, RUDELL	SENECA RESOURCES CORPORATION	03/19/1995	792	338	WASHINGTON	TEXAS
00102302 A	STEEN, AMULA	SENECA RESOURCES CORPORATION	06/15/1995	795	169	WASHINGTON	TEXAS
00102302 B	LEWIS, CAREY, SR.	SENECA RESOURCES CORPORATION	06/15/1995	795	202	WASHINGTON	TEXAS
00102302 C	FLEMING, L. A.	SENECA RESOURCES CORPORATION	06/15/1995	795	190	WASHINGTON	TEXAS
00102302 D	COOPER, ANDREW, JR.	SENECA RESOURCES CORPORATION	07/12/1995	795	165	WASHINGTON	TEXAS
00102302 E	QUINN, BERLINE MAXEY	SENECA RESOURCES CORPORATION	06/15/1995	795	167	WASHINGTON	TEXAS
00102302 F	HOUSTON, RUTH	SENECA RESOURCES CORPORATION	06/15/1995	795	172	WASHINGTON	TEXAS
00102302 G	LEWIS, WILLIAM	SENECA RESOURCES CORPORATION	06/15/1995	795	186	WASHINGTON	TEXAS
00102302 H	LEWIS, SAMUEL B.	SENECA RESOURCES CORPORATION	06/15/1995	795	174	WASHINGTON	TEXAS
00102302 I	MAXIE, IRVING	SENECA RESOURCES CORPORATION	06/15/1995	795	176	WASHINGTON	TEXAS
00102302 J	THOMPSON, JOSIE LEE MAXIE BERR	SENECA RESOURCES CORPORATION	06/15/1995	795	178	WASHINGTON	TEXAS
00102302 K	HARRIS, ELMO	SENECA RESOURCES CORPORATION	06/15/1995	795	180	WASHINGTON	TEXAS
00102302 L	MOSES, ADDIE MAE	SENECA RESOURCES CORPORATION	06/15/1995	795	182	WASHINGTON	TEXAS
00102302 M	LITTLE, GLORIA	SENECA RESOURCES CORPORATION	06/15/1995	795	184	WASHINGTON	TEXAS
00102302 N	PORTER, JOHN WESLEY	SENECA RESOURCES CORPORATION	06/15/1995	799	31	WASHINGTON	TEXAS
00102302 O	MAXEY, MELVIN	SENECA RESOURCES CORPORATION	08/01/1995	799	50	WASHINGTON	TEXAS
00102302 P	LINGREN, CONNEEN SANDERS	SENECA RESOURCES CORPORATION	08/01/1995	799	43	WASHINGTON	TEXAS
00102302 Q	HOUSTON, JUSTIN , JR.	SENECA RESOURCES CORPORATION	06/15/1995	799	45	WASHINGTON	TEXAS
00102302 R	RAY, HULDA	SENECA RESOURCES CORPORATION	06/15/1996	799	22	WASHINGTON	TEXAS
00102302 S	DOUGLAS, FREDNA	SENECA RESOURCES CORPORATION	07/13/1995	799	20	WASHINGTON	TEXAS
00102302 T	DURLEY, DENISE SUE	SENECA RESOURCES CORPORATION	08/01/1995	800	709	WASHINGTON	TEXAS
00102302 U	HOUSTON, LAWANA	SENECA RESOURCES CORPORATION	08/01/1995	800	698	WASHINGTON	TEXAS
00102302 V	DURLEY, LEANDER R.	SENECA RESOURCES CORPORATION	08/01/1995	800	706	WASHINGTON	TEXAS
00102302 W	DURLEY, MYRNA L.	SENECA RESOURCES CORPORATION	08/01/1995	800	702	WASHINGTON	TEXAS
00102303 A	LITTLE, MICHAEL	SENECA RESOURCES CORPORATION	06/28/1995	795	210	WASHINGTON	TEXAS
00102303 B	LITTLE, ROBERT J. , JR.	SENECA RESOURCES CORPORATION	07/10/1995	795	212	WASHINGTON	TEXAS

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00102303 C	LITTLE, PRESLEY	SENECA RESOURCES CORPORATION	06/28/1995	795	206	WASHINGTON	TEXAS
00102303 D	LITTLE, EPSTEIN, JR.	SENECA RESOURCES CORPORATION	06/28/1995	795	208	WASHINGTON	TEXAS
00102303 E	WHITE, T. BERTHA	SENECA RESOURCES CORPORATION	06/28/1995	795	188	WASHINGTON	TEXAS
00102303 F	LITTLE, GLORIA	SENECA RESOURCES CORPORATION	06/28/1995	795	192	WASHINGTON	TEXAS
00102303 G	HICKS, BOBBIE LEE	SENECA RESOURCES CORPORATION	07/10/1995	795	198	WASHINGTON	TEXAS
00102303 H	LITTLE, MARGARET	SENECA RESOURCES CORPORATION	06/28/1995	795	204	WASHINGTON	TEXAS
00102303 I	DEAVER, KWANI NICOLE	SENECA RESOURCES CORPORATION	07/12/1995	795	194	WASHINGTON	TEXAS
00102303 J	PRICE, DEBORAH L.	SENECA RESOURCES CORPORATION	06/28/1995	795	196	WASHINGTON	TEXAS
00102303 K	DEAVER, MELVIN ROZAN	SENECA RESOURCES CORPORATION	07/13/1995	799	41	WASHINGTON	TEXAS

SAVE AND EXCEPT from Leases 00102303 A thru 00102303 K those lands pooled by the Sharp Unit #1, an Amendment and Ratification of Designation of Unit for which is recorded at Volume 826, Page 302 of the Official Records of Washington Co., Texas.

00102304 A	SCHULTE, THOMAS J., ET UX	J. KAY BUCHANAN, TRUSTEE	01/28/1993	693	708	WASHINGTON	TEXAS
00102304 B	MAHAN, WILLIE MAY	SENECA RESOURCES CORPORATION	06/30/1995	795	200	WASHINGTON	TEXAS
00102304 C	JONES, LANA JEANNETTE	SENECA RESOURCES CORPORATION	07/20/1995	799	35	WASHINGTON	TEXAS
00102304 D	LEE, LOIS	SENECA RESOURCES CORPORATION	07/25/1995	799	28	WASHINGTON	TEXAS
00102304 E	JONES, CATHERINE	SENECA RESOURCES CORPORATION	07/20/1995	799	26	WASHINGTON	TEXAS
00102304 F	JACKSON, ELIZABETH	SENECA RESOURCES CORPORATION	07/25/1995	799	39	WASHINGTON	TEXAS
00102304 G	POTTS, CLEMON HARDY	SENECA RESOURCES CORPORATION	07/25/1995	799	47	WASHINGTON	TEXAS
00102304 H	JONES, JACQUELINE	SENECA RESOURCES CORPORATION	07/20/1995	799	24	WASHINGTON	TEXAS
00102304 I	JONES, CHARLOTTE	SENECA RESOURCES CORPORATION	07/20/1995	800	696	WASHINGTON	TEXAS
00102304 J	BARNETT, PHYLLIS JONES	SENECA RESOURCES CORPORATION	07/13/1995	800	704	WASHINGTON	TEXAS
00102304 K	JONES, DOROTHY	SENECA RESOURCES CORPORATION	07/20/1995	800	700	WASHINGTON	TEXAS
00102304 L	FRAZIER, ALICE V.	SENECA RESOURCES CORPORATION	07/05/1995	795	214	WASHINGTON	TEXAS
00102304 M	QUARLES, CHESTER	SENECA RESOURCES CORPORATION	07/05/1995	805	802	WASHINGTON	TEXAS
00102304 N	QUARLES, SHIRLEY V.	SENECA RESOURCES CORPORATION	07/05/1995	805	805	WASHINGTON	TEXAS
00102304 O	THOMAS, RICHARD T., SR.	SENECA RESOURCES CORPORATION	09/19/1995	805	380	WASHINGTON	TEXAS
00102304 P	POTTS, CHARLES	SENECA RESOURCES CORPORATION	07/25/1995	830	145	WASHINGTON	TEXAS
00102327	VICKERS, C. L. , ET AL	TRINITY RESOURCES, INC.	10/04/1979	386	64	WASHINGTON	TEXAS
00102328 A	VICKERS, C. L. AND WIFE	CLAYTON W. WILLIAMS, JR.	11/18/1983	463	210	WASHINGTON	TEXAS
00102328 B	VICKERS, CLARENCE THOMAS	CLAYTON W. WILLIAMS, JR.	07/07/1984	480	353	WASHINGTON	TEXAS
00102330	MYERS, MARK DAVID ET UX	CLAYTON W. WILLIAMS, JR.	12/22/1994	463	210	WASHINGTON	TEXAS
00102331 A	WHITEFORD, SUSAN A. ETAL	CLAYTON W. WILLIAMS, JR.	02/23/1984	480	77	WASHINGTON	TEXAS
00102332	HUTCHINGS, WILLIAM ET UX TRUST	CLAYTON W. WILLIAMS, JR.	11/09/1983	460	396	WASHINGTON	TEXAS
00102333	THE STATE OF TEXAS NO. M-96288	CLAYTON WILLIAMS ENERGY, INC.	02/09/1995	774	726	WASHINGTON	TEXAS
00102336	STATE OF TEXAS M-96404	SENECA RESOURCES CORPORATION	04/04/1995	241	705	BURLESON	TEXAS
00102337	STATE OF TEXAS M-96403	SENECA RESOURCES CORPORATION	04/04/1995	241	714	BURLESON	TEXAS
00102342	HUTCHINGS, WILLIAM L. ETUX TR.	SENECA RESOURCES CORPORATION	01/06/1995	799	52	WASHINGTON	TEXAS
00102347 A	NEAL, SAMMIE L., ET AL	SENECA RESOURCES CORPORATION	07/31/1995	805	800	WASHINGTON	TEXAS
00102348 A	WHITEFORD FAMILY LTD PRTNRSHP	SENECA RESOURCES CORPORATION	10/20/1995	805	808	WASHINGTON	TEXAS
00102348 B	BRENHAM CEMETERY ASSOCIATION	BAKER EXPLORATION COMPANY	12/28/1993	720	301	WASHINGTON	TEXAS
00102349	STATE OF TEXAS NO. M-96580	SENECA RESOURCES CORPORATION	06/06/1995	2443	15	BRAZOS	TEXAS
				245	575	BURLESON	TEXAS
00102453	STATE OF TEXAS NO. M-97059	SENECA RESOURCES CORPORATION	01/02/1996	2591	167	BRAZOS	TEXAS

A CERTIFIED COPY issued OCT 16 2000
Beth Rothermel, County Clerk
Washington County, TX Deputy

EXHIBIT "B"

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale from Seneca Resources Corporation to Matagorda Operating Company, Burleson, Washington and Brazos Counties, Texas

Property Name

Hutchings Unit #1-H
Jesse Moore Unit #10-H
Jesse Moore #11-H Lease Well
M. P. Walker #2-H Lease Well
M. P. Walker Unit #3-H
McFarlane-Moore Unit #1
R. Moore Estate #6-H Lease Well
R. Moore Estate Unit #7-H
R. Moore Estate Unit #5-H
R. Moore Unit #1A-H
R. T. Moore Estate Unit #4-H
Rubenstein Unit #1-H
Schulte Unit #3-H
Wilkins #1-U Lease Well
Wilkins #4 Lease Well
Wilkins #6-H Lease Well
Wilkins Unit #7-H

FILED FOR RECORD
WASHINGTON COUNTY, TX
00 JUN -1 PM 12:03
BETH ROTHERMEL
WASHINGTON CO. CLERK

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

JUN 0 2 2000

Beth A. Rothermel
Beth Rothermel, County Clerk
Washington County, Texas

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF WASHINGTON

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession as the same is recorded in Volume 960, Page 563, of the Official Records in my office. I hereby certify on

OCT 16 2000

BETH ROTHERMEL
COUNTY CLERK
WASHINGTON COUNTY, TEXAS
By Latrisha Pattison
Deputy

Latrisha Pattison

00-42-01

File No. MF095092

Assignment

Date Filed: 12/18/01

David Dewhurst, Commissioner

By

Texas General
Land Office

David Dewhurst
Commissioner

COPY

February 5, 2001

Ms. Rhonda Muschalik
Porter & Hedges, L.L.P.
P.O. Box 4744
Houston, Texas 77210-4744

RE: Instrument filing

Dear Ms. Muschalik:

The General Land Office received the following instruments on February 2, 2001, and has filed them in MF095092, MF096403 and MF096580.

Assignment of Oil and Gas Lease with an execution date of December 27, 2000, from Matagorda Operating Company, Crawford Energy, Inc., AEH Energy, L.L.C., Hughes Energy Investments, LLC and Thomas J. Hughes, as Assignors, to NE Clay Phase I, L.L.C., as Assignee, recorded in Brazos and Burleson counties, Texas.

Deed of Trust, Mortgage, Assignment of Production, Security Agreement and Financing Statement with an execution date of December 27, 2000, from NE Clay Phase I, L.L.C., as Assignor, to Aquila Energy Capital Corporation, as Assignee, recorded in Brazos and Burleson counties, Texas.

Filing fees of $150.00 were received in connection with the above instruments. If you have any questions, please feel free to call me at (800) 998-4GLO, or at my direct number at (512) 475-2230.

Sincerely,

Jim Baumgardner, CPL
Landman
Energy Resources

Mailing
Post Office Box 12873
Austin, Texas
78711-2873

Street
Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701-1495

512.463.5001
1.800.998.4GLO
www.glo.state.tx.us

Porter & Hedges, L.L.P.; MF095092

PORTER & HEDGES, L.L.P.
ATTORNEYS AT LAW
700 LOUISIANA, 35TH FLOOR
HOUSTON, TEXAS 77002-2764

TELECOPIER (713) 228-1331
TELEPHONE (713) 226-0600

MAILING ADDRESS:
P.O. BOX 4744
HOUSTON, TX 77210-4744

February 1, 2001

000317/0045

VIA FEDERAL EXPRESS
TRACKING #7926 5657 4976

Texas General Land Office
Attn: Mr. Jim Baumgardner
1700 N. Congress, 3rd Floor
Austin, Texas 78701-1495

RE: NE Clay Phase I, L.L.C./Aquila Energy Capital Corporation

Dear Mr. Baumgardner:

I enclose for filing certified recorded copies of an Assignment, Conveyance and Bill of Sale and a Deed of Trust, Mortgage, Assignment of Production, Security Agreement and Financing Statement. The following state leases are affected by both documents:

1) State Lease #M-95092 dated October 6, 1992 from the State of Texas to Seneca Resources Corporation;

2) State Lease #M-96403 dated April 4, 1995 from the State of Texas to Seneca Resources Corporation; and

3) State Lease #M-96580 dated June 6, 1995 from the State of Texas to Seneca Resources Corporation.

A check in the amount of $150.00 is enclosed for the filing fees. Please return an acknowledgment of the filings in the envelope that is provided. I can be reached at (713) 221-0534 if you have any questions.

Sincerely,

PORTER & HEDGES, L.L.P.

Rhonda Muschalik

Rhonda Muschalik
Legal Assistant

Enclosure

:ODMA\PCDOCS\DOCS\368288\2

attn: Jim Baumgardner

129

01024269

Bank of America
Houston, Texas

35-2
1130

PORTER & HEDGES, L.L.P.
GENERAL ACCOUNT
700 LOUISIANA STREET, 35TH FLOOR
HOUSTON, TX 77002-2764

CHECK NO. 24896
CHECK DATE
01-31-01

1

PAY ONE HUNDRED FIFTY AND 00/100 DOLLARS

AMOUNT
* *** 150.00

PORTER & HEDGES, L.L.P.
NOT VALID OVER $500.00

TO THE
ORDER OF GENERAL LAND OFFICE
1700 N CONGRESS
AUSTIN, TX 78701

Brooke A. Ly

NOT VALID AFTER 90 DAYS

⑈ 24896 ⑈ [redacted]

RECEIVED
01 FEB -2 PM 3:35

2-01

• Checked for MF #'s ✓
• Entered in database: 3260
• Problem file? Y ___ N ✓
• Acknowlegement letter sent 2-5-01

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 12-28-00
Mary Lou Ward
County Clerk
Brazos County, Texas

0733186

0401565

0001665

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF BURLESON AND §
BRAZOS §

Matagorda Operating Company, 675 Bering Drive, Suite 850, Houston, Texas, 77041; Crawford Energy, Inc., a Texas corporation, whose address is 770 S. Post Oak Lane, Suite 610, Houston, Texas, 77056; AEH Energy, L.L.C., a Texas limited liability company, whose address is 770 S. Post Oak Lane, Suite 610, Houston, Texas, 77056; Hughes Energy Investments, LLC, a Texas limited liability company, whose address is 770 S. Post Oak Lane, Suite 610, Houston, Texas, 77056; and Thomas J. Hughes, an individual, whose address is 770 S. Post Oak Lane, Suite 610, Houston, Texas, 77056 (collectively "Assignor"), for adequate consideration, the receipt and sufficiency of which is acknowledged, does hereby sell, assign, transfer, convey and deliver unto NE Clay Phase I, L.L.C., a Texas limited liability company, whose address is 770 S. Post Oak Lane, Suite 610, Houston, Texas ("Assignee"), all of Assignor's rights, titles and interests in and to the following described property and interests (collectively the "Properties"):

1. The oil, gas and mineral leases and the operating rights, working interests, overriding royalty interests, rights of assignment and reassignment, payments out of production, and interests and rights to explore for and produce oil, gas or other minerals which are described in Exhibit "A" to this Assignment (the "Leases");

2. All rights and interests in or derived from unit agreements, orders and decisions of state and federal regulatory authorities establishing or relating to units, unit operating agreements, enhanced recovery and injection agreements, gas purchase agreements, farmout and farmin agreements (and any leasehold interest, working interest, royalty interest, or other interest acquired or reserved), assignments of operating rights, working interests and subleases, all other contracts, agreements, leases, licenses, permits, easements, servitudes, notes and orders in any way relating to the Leases and the operations conducted or to be conducted on the Leases, or the production, treatment, sale or disposal of hydrocarbons or water produced relating to any of the leases;

3. All wells (including, but not limited to those described on Exhibit "B" attached hereto), personal property, fixtures (including, without limitation, plants and pipelines), real estate, equipment, and improvements located on or otherwise pertaining to the Leases of lands pooled or unitized with the Leases or used or obtained in connection with the Leases or with their operation or maintenance, or with the production, treatment, sale, or disposal of hydrocarbons or water produced; and

TO HAVE AND TO HOLD all of the Properties to Assignee, subject to and in accordance with all terms and provisions of the Leases, contracts and agreements.

Assignee covenants and agrees with Assignor to execute and file with the appropriate governmental agency or agencies having jurisdiction of the premises herein assigned, all such documents

00000030

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.
Thereby, certified, on 1-9-2001
Anna L. Schielack
County Clerk
Burleson County, Texas
By Norma Turner Deputy

0733186

0
described herein to Assignee, and Assignee further agrees to execute and obtain all such bonds as may be 4
required by law in order to effectuate such change of operator to Assignee. Assignee shall comply with 0
and hereby assumes all express and implied covenants and obligations contained in the Leases, and in the 1
agreements, assignments and instruments which are applicable to the interests herein assigned, including 5
the obligations to plug and abandon any well described herein at Assignee's sole cost and expense.
Assignee, at its sole cost and expense, agrees to indemnify, defend and save Assignor harmless from and
against any and all claims for damages, whether to person or property, arising after the Effective Date
hereof, made by any person or concern by reason or failure of assignee to comply with any such covenants 0
and obligations as herein provided, or by reason of, or on account of, or in any way associated with any 0
operations conducted after the Effective Date hereof on the Leases or the Properties. 1

TO THE EXTENT THAT THE INTERESTS ASSIGNED INCLUDE INTERESTS IN 6
PERSONAL PROPERTY, MOVABLE PROPERTY, AND FIXTURES, THIS ASSIGNMENT IS 6
MADE WITHOUT WARRANTIES, EITHER STATUTORY, EXPRESS OR IMPLIED, AND SPECIFICALLY WITHOUT WARRANTY AS TO THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OF THE INTERESTS AND PERSONAL PROPERTY AND FIXTURES ARE ASSIGNED AND ACCEPTED ON A "WHERE IS" AND "AS IS" BASIS. ASSIGNOR EXPRESSLY WAIVES ANY STATUTORY WARRANTY OF FITNESS FOR INTENDED PURPOSES OR GUARANTY AGAINST HIDDEN OR LATENT DEFECTS AND ACKNOWLEDGES THIS EXPRESS WAIVER SHALL BE CONSIDERED A MATERIAL AND INTEGRAL PART OF THIS ASSIGNMENT, SALE, AND THE CONSIDERATION AND ACKNOWLEDGES THAT THIS WAIVER HAS BEEN BROUGHT TO THE ATTENTION OF ASSIGNEE, EXPLAINED IN DETAIL, AND ASSIGNEE HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THIS WAIVER OF WARRANTY OF FITNESS AND/OR WARRANTY AGAINST DEFECTS OF THE INTERESTS AND ASSETS.

Except as provided for herein, this Assignment is made by Assignor and accepted by Assignee with special warranty of title, by, though or under Assignor, but not otherwise. However, Assignee shall be subrogated to all of the rights of Assignor and Assignor hereby assigns and conveys to Assignee all of Assignor's rights to specifically enforce each of the terms and covenants contained herein. The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

This Assignment is effective for all purposes as of 7:00 a.m., December 5, 2000 (the "Effective Date").

ASSIGNORS:

MATAGORDA OPERATING COMPANY

Charles Cheatham, President

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 12-28-00

Mary Anne Ward
County Clerk
Brazos County, Texas

0000030

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 1-9-2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By _____ Deputy

510

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CRAWFORD ENERGY, INC.

A. Gail Crawford, President

AEH ENERGY, L.L.C.

Mike Hill, Manager

Thomas J. Hughes, individually

HUGHES ENERGY INVESTMENTS, LLC

Thomas J. Hughes, Manager

ASSIGNEE:

NE CLAY PHASE I, L.L.C.

A. Gail Crawford, Administrative Manager

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 12-28-00

Mary Lou Ward
County Clerk
Brazos County, Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 27, 2000, by Charles Cheatham, President of Matagorda Operating Company, a Texas corporation, on behalf of said corporation.

VIRGINIA SUE BOTTS
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-24-2002

By: Virginia Sue Botts
Notary Public in and for
The State of TEXAS
Name Printed VIRGINIA SUE BOTTS
Commission Expires 04-24-2002

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STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 1-9-2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Thorstann Turner Deputy

511

0733186

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on DECEMBER 27, 2000, by A. Gail Crawford, President of Crawford Energy, Inc., a Texas corporation, on behalf of said corporation.

VIRGINIA SUE BOTTS
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-24-2002

By: Virginia Sue Botts
Notary Public in and for
The State of TEXAS
Name Printed VIRGINIA SUE BOTTS
Commission Expires 04-24-2002

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on DECEMBER 27, 2000, by Mike Hill, Manager of AEH Energy, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

VIRGINIA SUE BOTTS
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-24-2002

By: Virginia Sue Botts
Notary Public in and for
The State of TEXAS
Name Printed VIRGINIA SUE BOTTS
Commission Expires 04-24-2002

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on DECEMBER 27, 2000, by Thomas J. Hughes, individually and as Manger of Hughes Energy Investments, LLC, a Texas limited liability company, on behalf of said limited liability company.

VIRGINIA SUE BOTTS
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-24-2002

By: Virginia Sue Botts
Notary Public in and for
The State of TEXAS
Name Printed VIRGINIA SUE BOTTS
Commission Expires 04-24-2002

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 12-28-00

Mary Anne Ward
County Clerk
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 1-9-2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Whitefanna Turner Deputy

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OR 5M8 5+M

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STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on DECEMBER 27, 2000, by A. Gail Crawford, Administrative Manager of NE Clay Phase I, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

VIRGINIA SUE BOTTS
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-24-2002

By: Virginia Sue Botts
Notary Public in and for
The State of T E X A S
Name Printed VIRGINIA SUE BOTTS
Commission Expires 04-24-2002

NEC-001.ABS

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 12-28-00

Mary Anne Ward
County Clerk
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 1-9-2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Montana Turner Deputy

513

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EXHIBIT "A"

Attached to Partial Assignment, Conveyance and Bill of Sale between Matagorda Operating Company, et al., and NE Clay Phase I, L.L.C.

A. Well Name: Jesse Moore Well No. 11-H

Oil, Gas and Mineral Lease dated November 7, 1973, from Jesse B. Moore, as Lessor, to Jack B. Brogdon, as Lessee, recorded in Volume 15, Page 164 of the Oil and Gas Lease Records of Burleson County, Texas, INSOFAR and ONLY INSOFAR as said lease covers 992.17 acres, more or less, out of the Phillip Singleton Survey, Abstract No. 56, in said county, as to all depths thereunder, consisting of three (3) tracts of approximately 561.30 acres, 310.00 acres and 120.87 acres, and being the same three (3) tracts more particularly described as Tracts 1, 2 and 3 in that certain Partition Deed dated April 7, 1953, by and among Harry E. Cagle, R. F. Smith and A. B. Smith, recorded in Volume 116, Page 633 of the Deed Records of Burleson County, Texas.

B. Unit Name: Robert Moore Unit No. 1A-H

1. Oil, Gas and Mineral Lease dated July 20, 1977, from Robert T. Moore, Individually and as Trustee, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 27, Page 351 of the Oil and Gas Lease Records of Brazos County, Texas;

2. Oil, Gas and Mineral Lease dated August 22, 1990, from Elizabeth Hohlt Pecore, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 435 of the Oil and Gas Lease Records of Burleson County, Texas;

3. Oil, Gas and Mineral Lease dated August 22, 1990, from Joan Hohlt Wich, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 431 of the Oil and Gas Lease Records of Burleson County, Texas;

4. Oil, Gas and Mineral Lease dated August 22, 1990, from Frederic A. Fleming, Jr., as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 427 of the Oil and Gas Lease Records of Burleson County, Texas;

5. Oil, Gas and Mineral Lease dated August 22, 1990, from Robert S. Fleming, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 423 of the Oil and Gas Lease Records of Burleson County, Texas;

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OR 5365 514

STATE OF TEXAS
COUNTY OF BRAZOS:
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.
Thereby certify, on 12-28-00
Mary Ann Ward
County Clerk
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.
Thereby, certified, on 1-9-2001
Anna L. Schielack
County Clerk
Burleson County, Texas
By Violet Ann Turner Deputy

514

6. Oil, Gas and Mineral Lease dated August 22, 1990, from TRAAC Company, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 439 of the Oil and Gas Lease Records of Burleson County, Texas;

7. Oil and Gas Lease (State Lease No. M-95092) dated October 6, 1992, from the State of Texas, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 209, Page 683 of the Oil and Gas Lease Records of Burleson County, Texas;

8. Oil and Gas Lease (State Lease No. M-96403) dated April 4, 1995, from the State of Texas, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 241, Page 714 of the Oil and Gas Lease Records of Burleson County, Texas; and

9. Oil and Gas Lease (State Lease No. M-96580) dated June 6, 1995, from the State of Texas, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 2443, Page 15 of the Official Records of Brazos County, Texas, and in Volume 245, Page 575 of the Oil and Gas Lease Records of Burleson County, Texas;

INSOFAR and ONLY INSOFAR as said leases cover 960.00 acres, more or less, in Burleson and Brazos Counties, Texas, as to all depths thereunder, and being the same lands described in Exhibit "B" attached to Designation of Unit dated August 21, 1995, but effective July 1, 1995, executed by Seneca Resources Corporation, et al., a counterpart of which is recorded in Volume 2423, Page 299 of the Official Records of Brazos County, Texas.

C. Unit Name: Robert T. Moore Estate No. 4-H Unit (formerly known as the Robert T. Moore Estate No. 3A-H Gas Unit)

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 12-28-01
Mary Anne Ward
County Clerk
Brazos County, Texas

1. Oil, Gas and Mineral Lease dated July 20, 1977, from Robert T. Moore, Individually and as Trustee, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 27, Page 351 of the Oil and Gas Lease Records of Brazos County, Texas, as amended by Amendment and Ratification dated November 4, 1977, recorded in Volume 386, Page 265 of the Deed Records of said county; and

2. Oil, Gas and Mineral Lease dated July 15, 1977, from Harry H. Moore, et ux., as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 27, Page 356 of the Oil and Gas Lease Records of Brazos County, Texas, as amended by instrument dated November 22, 1977, recorded in Volume 386, Page 260 of the Deed Records of said county;

INSOFAR and ONLY INSOFAR as said leases cover 704.00 acres, more or less, out of the Walter Sutherland Survey, Abstract

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STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 1-9-2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Deputy

515

No. 55, in said county, as to all depths thereunder, and being the same lands described in Exhibit "B" attached to Dissolution and Designation of Gas Unit dated November 17, 1993, executed by GRH (Oil and Gas) Limited, et al., a counterpart of which is recorded in Volume 1665, Page 48 of the Official Records of said county.

D. Unit Name: Robert Moore Estate Unit No. 6-H

Oil, Gas and Mineral Lease dated July 20, 1977, from Robert T. Moore, Individually and as Trustee, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 27, Page 351 of the Oil and Gas Lease Records of Brazos County, Texas, as amended by Amendment and Ratification dated November 4, 1977, recorded in Volume 386, Page 265 of the Deed Records of said county, INSOFAR and ONLY INSOFAR as said lease covers 747.54 acres, more or less, out of the Jas. D. Millican Survey, Abstract No. 41, in said county, as to all depths thereunder, and being the same lands described in Exhibit "B" attached to Designation of Unit dated February 12, 1996, executed by Seneca Resources Corporation, recorded in Volume 2535, Page 179 of the Official Records of Brazos County, Texas.

E. Unit Name: Rubenstein Unit No. 1-H

Oil and gas lease dated November 7, 1973, from Jesse B. Moore, as Lessor, to Jack B. Brogdon, as Lessee, recorded in Volume 15, Page 164 of the Oil and Gas Lease Records of Burleson County, Texas;

Oil and gas lease dated August 3, 1978, from Beatrice Rubenstein, as Lessor, to NAPECO INC., as Lessee, recorded in Volume 24, Page 511 of the Oil and Gas Lease Records of Burleson County, Texas; and

3. Oil and gas lease dated May 25, 1979, from William T. Dobbins, as Lessor, to Dov Amir, et al., as Lessee, recorded in Volume 40, Page 142 of the Oil and Gas Lease Records of Burleson County, Texas;

INSOFAR and ONLY INSOFAR as said leases cover 728.624 acres, more or less, as to all depths thereunder, consisting of three (3) tracts of 200.454 acres, 266.000 acres and 262.170 acres as more particularly described as follows: (i) 200.454 acres out of the J. B. Chance Survey, Abstract No. 9, in Burleson County, Texas, and being the same lands described as Tract Four (4) in deed dated August 14, 1968, from Margaret Sayles Easley, et al., to Jesse B. Moore, recorded in Volume 173, Page 253 of the Deed Records of said county, (ii) 266.000 acres, and being the same lands described in lease (2) above, and (iii) 262.170 acres, and being the same lands described in lease (3) described above.

OR BWS 345

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.
Thereby certify, on 12-28-00
Mary Lynn Ward
County Clerk
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.
Thereby, certified, on 1-9-2001
Anna L. Schielack
County Clerk
Burleson County, Texas
By Mary Ann Turner Deputy

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0401500173

F. Well Names: Wilkin Wells Nos. 1 and 2

Oil and gas lease dated January 3, 1979, from Mabel Wilkin, as Lessor, to NAPECO INC., as Lessee, recorded in Volume 24, Page 499 of the Oil and Gas Lease Records of Burleson County, Texas, INSOFAR and ONLY INSOFAR as said lease covers 640.00 acres out of the James Fisher Survey, Abstract No. 23, in said county, as to all depths thereunder, said land being a part of that certain 3,465.50-acre tract described in Deed dated January 29, 1940, from Lillian Wilkin Fleming to Marion Wilkin Holt, et al., recorded in Volume 83, Page 491 of the Deed Records of said county, and said 640.00-acre tract being in the form of a rectangle bounded on the North, West and South by the corresponding North, West and South lines of said 3,465.50-acre tract and on the East by a line drawn from the North line of said 3,465.50-acre tract to the South line thereof and parallel to and a sufficient distance from the West line thereof so as to enclose exactly 640.00 acres, and being the same 640.00-acre tract described in that certain Partial Assignment of Oil and Gas Lease dated June 24, 1980, from NAPECO INC. to Dov Amir, et al., recorded in Volume 42, Page 724 of the Oil and Gas Lease Records of said county.

G. Well Names: Wilkin Wells Nos. 4 and 6-H

Oil and gas lease dated January 3, 1979, from Mabel Wilkin, as Lessor, to NAPECO INC., as Lessee, recorded in Volume 24, Page 499 of the Oil and Gas Lease Records of Burleson County, Texas, INSOFAR and ONLY INSOFAR as said lease covers 640.00 acres out of the James Fisher Survey, Abstract No. 23, in said county, as to all depths thereunder, said land being a part of that certain 3,465.50-acre tract described in Deed dated January 29, 1940, from Lillian Wilkin Fleming to Marion Wilkin Holt, et al., recorded in Volume 83, Page 491 of the Deed Records of said county, and said 640.00-acre tract being in the form of a rectangle bounded on the North and the South by the corresponding North and South lines of said 3,465.50-acre tract, on the West by the East line of the lands described in that certain Partial Assignment of Oil and Gas Lease dated August 18, 1981, from NAPECO INC. to Dov Amir, et al., recorded in Volume 69, Page 804 of the Oil and Gas Lease Records of said county, and on the East by a line drawn from the North line of said 3,465.50-acre tract to the South line thereof and parallel to and a sufficient distance from the West line thereof so as to enclose exactly 640.00 acres.

00000030

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 12-28-00

Mary Lynn Ward
County Clerk
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 1-9-2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nancy Ann Turner Deputy

517

0733186

OR 5M8 518

0000030

040150

001744

EXHIBIT "B"

Attached to Partial Assignment, Conveyance and Bill of Sale effective December 5, 2000, from Matagorda Operating Company, et al., as Assignors, to NE Clay Phase I, L.L.C., as Assignee

Specific Wells Assigned

Rubenstein Unit #1-HRE

Robert Moore Unit #1A-H

Robert Moore Est. #4-HRE

Robert Moore Est. #6-HRE

Jesse Moore #11-HRE

Mabel Wilkins #1-HRE

Mabel Wilkins #6-HRE

Filed for Record in:
BRAZOS COUNTY,
On: Dec 28,2000 at 10:57AM
As a
Recordings
Document Number: 0733186
Amount 24.00
Receipt Number - 164257
By,
Jo Gillar

STATE OF TEXAS COUNTY OF
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
BRAZOS COUNTY,
as stamped hereon by me.

Dec 28,2000

HONORABLE MARY ANN WARD, COUNTY CLERK
BRAZOS COUNTY,

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 1-9-2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nicole Ann Turner Deputy

COURT OF BRAZOS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify on 12-28-00

Mary Ann Ward
County Clerk
Brazos County, Texas

Filed for Record in:
Burleson County
On: Jan 03,2001 at 12:53PM
As a Official Public Records
Document Number: 000030
Amount 27.00
Receipt Number - 13943
By, Lou Loehr

STATE OF TEXAS COUNTY OF BURLESON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Burleson County
as stamped hereon by me.

Jan 03,2001

Honorable Anna L. Schielack, County Clerk
Burleson County

518

• Checked for MF #'s ✓
• Entered in database: 3261
• Problem file? Y ___ N ✓
• Acknowlegement letter sent 2-5-01

0005058

DEED OF TRUST, MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT

OR 538 175

from

NE CLAY PHASE I, L.L.C.
(Federal Income Tax Identification No. 76-0664488)

(Grantor and Debtor)

to

LEE-KEN CHOO, TRUSTEE

for the benefit of

AQUILA ENERGY CAPITAL CORPORATION
(Federal Income Tax Identification No. 43-1825019)

(Lender/Mortgagee and Secured Party)

A CARBON, PHOTOGRAPHIC OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT. FOR PURPOSES OF FILING THIS INSTRUMENT AS A FINANCING STATEMENT THE ADDRESS OF THE GRANTOR AND DEBTOR IS 770 S. POST OAK LANE, SUITE 610, HOUSTON, TEXAS 77056 AND THE ADDRESS OF THE LENDER AND SECURED PARTY IS TWO HOUSTON CENTER, 909 FANNIN, SUITE 1850, HOUSTON, TEXAS 77010.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.

THIS INSTRUMENT COVERS PROCEEDS OF COLLATERAL.

THIS INSTRUMENT COVERS PRODUCTS OF COLLATERAL.

THIS INSTRUMENT COVERS MINERALS AND OTHER SUBSTANCES OF VALUE WHICH MAY BE EXTRACTED FROM THE EARTH (INCLUDING WITHOUT LIMITATION OIL AND GAS). THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OF THE COUNTY RECORDERS OF THE COUNTIES LISTED ON EXHIBIT A HERETO. THE GRANTOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE CONCERNED, WHICH INTEREST IS DESCRIBED IN EXHIBIT A ATTACHED HERETO.

THIS INSTRUMENT WAS PREPARED BY AND WHEN RECORDED OR FILED SHOULD BE RETURNED TO:

MICHAEL L. GROVE
Porter & Hedges, L.L.P.
700 Louisiana, 35th Floor
Houston, Texas 77002-2764

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.
Thereby, certified, on 1-30-2001
Anna L. Schielack
County Clerk
Burleson County, Texas
By Louella M. Lacks Deputy

0005058

OR 538 176

DEED OF TRUST, MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT

NE CLAY PHASE I, L.L.C., a Texas limited liability company (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN DOLLARS ($10.00) to Grantor in hand paid by LEE-KEN CHOO, whose address is Two Houston Center, 909 Fannin Street, Suite 1850, Houston, Texas 77010 (hereinafter called the "Trustee"), and Aquila Energy Capital Corporation, a Delaware corporation ("Lender") of Houston, Harris County, Texas, and of the agreement of the Lender to extend credit to Grantor as evidenced by that certain Credit Agreement dated of even date herewith (such agreement, as modified, amended, or supplemented hereinafter called the "Credit Agreement") by and between Grantor and Lender and by that certain promissory note hereinafter described, and of the loans as hereinafter recited, and in order to secure the payment of the indebtedness hereinafter referred to and the performance of the obligations, covenants, agreements and undertakings of Grantor hereinafter described, does hereby GRANT, BARGAIN, SELL, CONVEY, MORTGAGE, PLEDGE, TRANSFER, ASSIGN and SET OVER to the Trustee for the benefit of Lender with power of sale, the following property:

(a) All of Grantor's rights, titles, interests and estates whether now owned or hereafter acquired in and to the oil, gas, oil and gas, and/or oil, gas and other mineral leases which are described on attached Exhibit A hereto insofar as they cover the lands described on Exhibit A (the "Subject Lands") (all references herein to such Exhibit A shall include the introductory and explanatory comments thereto contained in the preamble to Exhibit A), including, without limitation, overriding royalty interests, production payments, net profits interests or other interests irrespective of whether such interests are cost bearing and of whatsoever nature or kind and however characterized, together with any and all mineral interests, royalty interests, fee interests or other interests derived from a landowner or landowners of the lands described on attached Exhibit A, all of which such rights, titles, interests and estates of Grantor as so limited and howsoever characterized being hereinafter collectively called the "Leases";

(b) All rights, titles, interests and estates now owned or hereafter acquired by Grantor in and to (i) the properties now or hereafter pooled or unitized with any of the Leases; (ii) all presently existing or future unitization, communitization, pooling agreements and declarations of pooled units and the units created thereby (including, without limitation, all units created under orders, regulations, rules or other official acts of any Federal, State or other governmental body or agency having jurisdiction and so called "working interest units" created under operating agreements or otherwise) which may affect all or any portion of the Leases including, without limitation, those units which may be described on Exhibit A; (iii) all operating agreements, contracts, farm out agreements, farm in agreements, area of mutual interest agreements, equipment leases and other agreements which relate to any of the Leases or interests in the Leases described or referred to herein on Exhibit A or to the production, sale, purchase, exchange, processing, transporting or marketing of the Hydrocarbons (hereinafter defined) from or attributable to such Leases or interests; and (iv) the Leases described on Exhibit A and covered by this Mortgage (hereinafter defined) insofar as they cover the Subject Lands, even though Grantor's interest therein be incorrectly described or a description of a part or

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COUNTY OF BURLESON
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Thereby, certified, on 1-30-2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Lorella M. Lacke Deputy

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all of such Leases or Grantor's interest therein be omitted; it being intended by Grantor, the Lender and the Noteholder (hereinafter defined) herein to cover and affect hereby all interests which Grantor may now own or may hereafter acquire in and to the Leases insofar as they affect the lands described on Exhibit A notwithstanding that the interests as specified on Exhibit A be limited to specified depths or particular types of property interests;

(c) All rights, titles, interests and estates now owned or hereafter acquired by Grantor in and to all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined therefrom and all other minerals (collectively called the "Hydrocarbons") in and under which may be produced and saved from or attributable to the Leases, the lands described on Exhibit A, and Grantor's interests therein, including all oil in tanks and all rents, issues, profits, proceeds, products, revenues and other income from or attributable to the Leases, the lands described on Exhibit A, and Grantor's interests therein which are subjected or required to be subjected to the liens and security interests of this Mortgage; and further including any and all liens and security interests in the Hydrocarbons and the proceeds therefrom securing payment of proceeds from the sale of Hydrocarbons, including but not limited to those liens and security interests provided for in Section 9.319 of the Texas Business and Commerce Code;

(d) All tenements, hereditaments, appurtenances and properties in anywise appertaining, belonging, affixed or incidental to the Leases, properties, rights, titles, interests and estates described or referred to in subparagraphs (a) and (b) above, which are now owned or which may hereafter be acquired by Grantor, including, without limitation, any and all property, real or personal, now owned or hereafter acquired and situated upon, used, held for use, or useful in connection with the operating, working or development of any of such Leases or properties (excluding drilling rigs, trucks, automotive equipment or other personal property which may be taken to the premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells or other wells, buildings, structures, field separators, liquid extraction plants, plant compressors, pumps, pumping units, wellhead valves, field gathering systems, pipelines, salt water disposal facilities, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, power, telephone and telegraph lines, surface leases, rights-of-way, easements, servitudes, licenses and other surface rights together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing properties;

(e) Any property that may from time to time hereafter, by writing of any kind, be subjected to the lien and security interest hereof by Grantor or by anyone on Grantor's behalf; and the Trustee is hereby authorized to receive the same at any time as additional security hereunder;

(f) All of the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by Grantor in and to the Leases, as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or Permitted Encumbrances (hereinafter defined) to which any Leases, properties, rights, titles, interests or estates are subject, or otherwise; together with any and all renewals and extensions of any of the Leases insofar as they

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 1-30-2001
Anna L. Schielack
County Clerk
Burleson County, Texas
By Loretta M. Locke Deputy

cover the lands described on Exhibit A, properties, rights, titles, interests or estates; all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above; and any and all additional interests of any kind hereafter acquired by Grantor in and to the Leases;

(g) All accounts, equipment, contract rights, inventory and general intangibles as such terms are defined in Article 9 of the Uniform Commercial Code from time to time in effect in the State of Texas (including without limitation, seismic geological and geophysical data and interpretations) constituting a part of, relating to, or arising out of the property and collateral described or mentioned in paragraphs (a) through (f) above, and all proceeds and products of the property and collateral described or mentioned in this and said preceding paragraphs; and

(h) All of Grantor's rights, now owned or hereafter acquired, in and to all lease records, well records and production records which relate to any of the foregoing property;

provided, however the foregoing is made subject to the overriding royalties, unit declarations, operating agreements, contracts, encumbrances, agreements, exceptions, limitations and other matters, if any, described or referred to in Exhibit A (all of the properties, interests and rights, subject as aforesaid, being hereinafter sometimes referred to as the "Mortgaged Properties").

Any fractions or percentages specified on Exhibit A referring to Grantor's interest (whether working interest, net revenue interest or otherwise) are contained thereon solely for the purpose of the warranties made by Grantor under Article II hereof and shall not limit the quantum of interest granted under Article I with respect to any unit or well. If any Lease or unit described on Exhibit A respecting any well mentioned hereon is incorrectly described, nevertheless this Mortgage shall cover all Grantor's interest in the Leases allocable to and the unit for such well. If any of the lands covered by the Lease or other instrument mentioned on Exhibit A are incorrectly described, then nevertheless this Mortgage shall cover all Grantor's interest in such Lease or other instrument as to the Subject Lands, unless limited by express words to the contrary on Exhibit A.

TO HAVE AND TO HOLD the Mortgaged Properties, together with all and singular the rights, estates, hereditaments, powers and privileges appurtenant or incident thereto, unto the Trustee and his successors or substitutes in this trust and to his or their successors and assigns, forever.

BUT IN TRUST, NEVERTHELESS, for the benefit and security of the holders of the indebtedness secured hereby and upon the trusts and subject to the terms and provisions herein set forth.

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 1-30-2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Loulla M. Lahr Deputy

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ARTICLE I.

Secured Indebtedness

1.1 This instrument (hereinafter called the "Mortgage") is made irrevocably in trust, with power of sale to secure and enforce the payment of the following notes, obligations, indebtedness and liabilities:

(a) All amounts owing or to become owing on that certain promissory note dated of even date herewith, in the original principal amount of NINE MILLION SEVEN HUNDRED TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS ($9,727,000.00), made by GRANTOR and payable to the order of Lender, bearing interest at the rate therein provided and containing provisions for the payment of a reasonable additional amount as collection and attorneys' fees, and all other notes given in substitution therefor or in renewal, extension or modification thereof, in whole or in part, hereinafter collectively called the "Note", and Lender and subsequent holders of the Note or any part thereof or any interest therein being hereinafter called the "Noteholder". Reference is hereby made to said Note for all of its terms and provisions;

(b) All Obligations (as defined in the Credit Agreement) incurred or arising pursuant to or permitted by the provisions of this Mortgage, and any other security instrument or the Credit Agreement or other loan agreements which Grantor has, either alone or with others, executed, or in the future may execute, to secure the Note;

(c) All other loans and future advances made by the Noteholder to Grantor and all other debts, obligations and liabilities of every kind and character now or hereafter owing by Grantor to the Noteholder, whether direct or indirect, primary or secondary, fixed or contingent, and whether originally payable to the Noteholder or to a third party and subsequently acquired by the Noteholder and including, without limitation, any fees, expense or costs (including attorneys' fees) advanced by any Noteholder to enforce its rights hereunder or pursuant to the Credit Agreement. Nothing herein shall be construed to impose any obligation upon Lender or any Noteholder to make any such loans or advances; and

(d) All obligations and liabilities of every kind or character owing by Grantor to Lender pursuant to the terms of the Swap Agreement (as defined in the Credit Agreement) of even date herewith.

1.2 The indebtedness referred to in clauses (a), (b), (c) and (d) of Section 1.1 and all renewals, extensions and rearrangements thereof are hereinafter sometimes referred to as the "Secured Indebtedness".

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 1-30-2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Louella M. Lacke Deputy

ARTICLE II.

Representations, Warranties and Covenants

2.1 Grantor represents, warrants and covenants to and with the Trustee, Lender and the Noteholder that Grantor is the lawful owner of the Mortgaged Properties and has good right and authority to grant, bargain, sell, transfer, assign and mortgage the same; that, except for a one (1) percent variance allowance, Grantor's interests in the Mortgaged Property is no less than that Net Revenue Interest and no greater than the Working Interest set forth on Exhibit A; to Grantor's knowledge after due inquiry that all oil, gas and/or mineral lease and leasehold estates, gas purchase and sales contracts, pipeline easements and rights-of-way, processing contracts, franchises, licenses and other agreements comprising or relating to the Mortgaged Properties or any portion thereof are valid and subsisting and are in full force and effect; that such leases are subject to no overriding royalties or other burdens or charges, except as reflected herein or in the Exhibit annexed hereto and that all rents, royalties and other payments due and payable by Grantor under each of the Mortgaged Properties have been properly and timely paid and all ad valorem, property, oil and gas production, excise and severance taxes payable by Grantor have been duly paid; that the Mortgaged Properties are free and clear from all liens and encumbrances except the lien evidenced by this Mortgage and except as shown in Exhibit A; that all producing wells located on the Mortgaged Properties or properties unitized therewith have been legally drilled and are not deviated from the vertical more than the maximum permitted by applicable laws, rules and regulations, and that such wells are in fact bottomed under and are producing from lands described in said Exhibit A or lands unitized therewith; and Grantor does hereby bind itself, its heirs, legal representatives, successors and assigns to forever warrant and defend the title to the Mortgaged Properties unto the said Trustee, his successors and assigns, against the claims of all persons whomsoever claiming or to claim the same or any part thereof. Any additional rights, title, or interest which Grantor may hereafter acquire or become entitled to in the properties aforesaid or in the oil, gas or other minerals in and under or produced therefrom shall inure to the benefit of this trust, the same as if expressly described and conveyed herein.

2.2 So long as the Secured Indebtedness or any part thereof remains unpaid, Grantor covenants and agrees with the Noteholder as follows:

(a) That Grantor will make prompt payment of the Note and of all installments of principal and interest thereon as the same become due, and also of all other Secured Indebtedness.

(b) That Grantor will continuously maintain Grantor's existence as a limited liability company with full power to own and operate the Mortgaged Properties and, if required by law, Grantor's right to do business in each State where any part of the Mortgaged Properties is situated, and that Grantor will promptly pay, if applicable, all income, franchise and other taxes owing by Grantor and any stamp, documentary or recording taxes which may

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 1-30-2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Loretta M. Lacke Deputy

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be required to be paid with respect to this Mortgage or any other instrument evidencing or securing any of the Secured Indebtedness.

(c) That Grantor will cause the oil and gas (or oil, gas and mineral) leases included in or relating to the Mortgaged Properties (herein called "Subject Leases") to be maintained and operated for the production of oil or gas in a good and workmanlike manner and in accordance with sound field practices and all applicable federal, state and local laws, rules and regulations and will not allow any of Subject Leases to be surrendered, abandoned, or terminated or impaired in any manner.

(d) That Grantor will cause all debts and liabilities of any character incurred in the operation, maintenance or development of the Mortgaged Properties (including, without limitation, all costs of the administration and development of each Subject Lease, and all leasehold costs attributable thereto, including, but not by way of limitation, all costs of completing, processing, storing, transporting and marketing oil or gas which are allocated as leasehold expenses by customary industry account) to be paid punctually when due.

(e) That Grantor will cause the Mortgaged Properties and all related machinery, pipelines, equipment, improvements and personal property of any kind now or hereafter used or obtained in connection with the operation thereof to be kept in safe, good and effective operating condition and all necessary repairs, replacements, additions and improvements thereto to be made.

(f) That Grantor will observe and comply with all of the terms and provisions, express or implied, of the Subject Leases and assignments constituting a part of the Mortgaged Properties in order to keep the same in full force and effect. Grantor will also protect all oil and gas properties included in the Mortgaged Properties against drainage of oil, gas and hydrocarbons thereunder by reason of production on other properties.

(g) That Grantor will observe and comply with all of the terms and provisions of all easements, licenses, franchises, permits and contracts (both existing and future) which are part of the Mortgaged Properties or which are incident to the operation of any of the Mortgaged Properties. Without limiting the foregoing, Grantor agrees to fully comply with all covenants and make timely payments of all amounts payable under gas purchase and gas processing contracts held by Grantor and also to fully perform all obligations and covenants of the seller under all gas sales contracts and all condensate, distillate and other products sales contracts and processing contracts held by Grantor.

(h) That if the validity or priority of this Mortgage or of any right, titles, liens or interests created or evidenced hereby with respect to the Mortgaged Properties or any part thereof shall be endangered or questioned or shall be attacked directly or indirectly or if any legal proceedings are instituted against Grantor with respect thereto, Grantor will give written notice thereof to the Noteholder promptly and, at Grantor's own cost and expense, Grantor

STATE OF TEXAS
COUNTY OF BURLESON

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Thereby, certified, on 1-30-2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Loulla M Lacks Deputy

will diligently endeavor to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal proceedings, including, but not limited to, the employment of counsel agreeable to the Noteholder, the prosecution or defense of litigation and the release or discharge of all adverse claims. If Grantor fails or refuses to take such action, the Trustee and the Noteholder, or any of them (whether or not named as parties to legal proceedings with respect thereto), are hereby authorized and empowered to take such additional steps as in their judgment and discretion may be necessary or proper for the defense of any such legal proceedings, including, but not limited to, the employment of independent counsel, the prosecution or defense of litigation, and the compromise or discharge of any adverse claims made with respect to the Mortgaged Properties, and all expense so incurred of every kind and character shall be a demand obligation owing by Grantor and shall bear interest at the Interest Rate (as defined in the Credit Agreement) from the date of expenditure until paid and shall be secured by the lien evidenced by this Mortgage and the party incurring such expenses shall be subrogated to all rights of the person receiving such payment.

(i) That Grantor will not, without the prior written consent of the Noteholder, suffer or permit any lien other than Permitted Encumbrances (as defined in Exhibit A hereto) to be hereafter claimed or created on any of the Mortgaged Properties, and should a lien other than Permitted Encumbrances become attached hereafter in any manner to any part of the Mortgaged Properties without the prior written consent of the Noteholder, Grantor will cause such lien to be promptly discharged.

(j) That Grantor will pay all taxes and assessments of every kind and character charged, levied or assessed against the Mortgaged Properties, or any part thereof, and all franchise taxes, production, severance or other similar taxes or charges, before any such taxes and assessments shall become delinquent; but Grantor shall have the right to contest any such tax in good faith, and while any such contest is pending shall not be in default hereunder; and, in the event Grantor should fail or refuse to pay or discharge the same, the holder of said indebtedness hereunder shall have the right, but shall not be obligated, to pay off said charges against said property and shall be subrogated to the rights, liens and equities thereof, and the amount so paid, together with interest at the same rate as is provided in the Note for interest on past due principal from the date of payment, shall be added to said indebtedness and shall be part of the Secured Indebtedness.

(k) That none of the buildings, improvements and personal property constituting portions of the Mortgaged Properties will be removed or destroyed if to do so would have an adverse effect on the condition or operation of the Mortgaged Properties or on the business or financial condition of Grantor.

(l) That Grantor will keep accurate books and records in accordance with generally accepted accounting principles in which full, true and correct entries shall be promptly made as to all operations on the Mortgaged Properties, and all such books and

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 1-30-2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Lucella M. Lacke Deputy

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records shall at all times during reasonable business hours be subject to inspection by the Noteholder and its duly accredited representatives, and if, and as often as, requested by the Noteholder, Grantor shall make reports of such income in such form as the Noteholder prescribes setting out full data as to production and revenues from the Mortgaged Properties.

(m) That Grantor will, on request of the Noteholder, promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage, the Note, or other documents executed in connection herewith or in the execution or acknowledgment of any thereof, and will execute and deliver any and all additional instruments as may be requested by the Noteholder to correct such defect, error or omission or to identify any additional properties which are or become subject to this Mortgage and will execute, acknowledge and deliver such further assurances and instruments as shall be, in the opinion of the Noteholder, necessary or proper to convey and assign to the Trustee all of the Mortgaged Properties herein conveyed or assigned, or intended so to be.

(n) That Grantor will indemnify and hold harmless the Trustee and the Noteholder from and against all claims, demands, liabilities and causes of action on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with the Mortgaged Properties or with this Mortgage or any of the Secured Indebtedness, excluding, however, liabilities and costs to the extent arising out of acts or omissions occurring after foreclosure of the liens hereunder with respect to the associated Mortgaged Properties, save and except for their gross negligence, willful misconduct or breach by Lender or Noteholder of the Security Documents (as defined in the Credit Agreement) or any document or instruments executed in connection with the Security Documents.

(o) That Grantor will proceed with reasonable diligence to correct any material defect in title to the Mortgaged Properties which, in the reasonable opinion of Lender or Noteholder constitutes a material defect should any such defect be found to exist after the execution and delivery of this instrument; and in this connection, should it be found after the execution and delivery of this instrument that there exists upon the Mortgaged Properties any lien or encumbrance, equal or superior in rank to the lien created by this instrument, or should any such hereafter arise, Grantor will promptly discharge and remove any such lien or encumbrance from said property.

(p) That Grantor will keep such part of the Mortgaged Properties as is of an insurable nature and of a character usually insured by persons operating similar properties insured with companies of recognized responsibility satisfactory to the Noteholder against loss or damage by fire and against other hazards customarily insured against and in such amounts as provided in the Credit Agreement.

(q) That Grantor will promptly pay its share of all costs and expenses incurred under any joint operating agreement affecting the Mortgaged Properties or any portion

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Anna L. Schielack
County Clerk
Burleson County, Texas

By Louella M. Lacks Deputy

thereof and will furnish the Noteholder as and when requested full information as to the status of any joint account maintained with others under any such operating agreement.

(r) That Grantor will permit the Noteholder and its accredited agents, representatives and employees at all times to go upon, examine, inspect and remain on the Mortgaged Properties, and to go upon the derrick floor of any well at any time drilled or being drilled thereon, provided that such examination or inspection shall be at the risk of the Noteholder and its agents, representatives and employees and shall not unreasonably interfere with the business of Grantor or any operator or the operations on the Mortgaged Properties, and will furnish to the Noteholder on request all pertinent information in regard to the development and operation of the Mortgaged Properties or any part thereof.

(s) That the Noteholder at all times shall have the right to release any part of the property now or hereafter subject to the lien hereof or any part of the proceeds of production or other income herein or hereafter assigned or pledged or any other security it now has or may hereafter have securing said indebtedness, without releasing any other part of said property, proceeds or income, and without affecting the lien hereof as to the part or parts thereof not so released, or the right to receive future proceeds and income.

(t) That, promptly upon receipt of any written request from the Noteholder, Grantor will furnish and deliver, pursuant to such request, all title materials in the possession of Grantor or to which Grantor has access, including all title opinions and abstracts of title prepared by competent abstractors and covering title to the real property hereby mortgaged. Should Grantor fail to furnish such title opinions and abstracts upon such request, the Noteholder may proceed to obtain such title materials, and any and all costs so incurred shall be added to and included in the indebtedness secured hereby and shall be payable by Grantor upon demand, the obligation for such payment being secured by all liens and remedies granted in this Mortgage. Any abstracts furnished by Grantor or so acquired by the Noteholder shall be and constitute a part of the Mortgaged Properties, as above defined.

(u) That Grantor will, if requested by the Noteholder, furnish the Noteholder any information or data possessed by Grantor with respect to the Mortgaged Properties, and in the case of oil and gas leases full information, including independent engineering reports and seismic data and interpretation, shall be furnished with regard to the wells drilled or reworked or drilling or reworking operations being conducted thereon, including, without limitation, electrical logs, core analyses and well pressure reports; provided, that Grantor shall not be obligated to disclose information subject to a valid and binding confidentiality agreement with a third party without first obtaining the consent of such third party, and Grantor, to the extent requested by the Noteholder, will use its reasonable efforts to obtain such consent.

(v) That Grantor shall make available to the Noteholder, or its engineers, attorneys or representatives, at any time requested, its complete files and contracts on the properties included in this instrument and the wells, pipelines and other property located

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County Clerk
Burleson County, Texas

By Loulla M. Lacke Deputy

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thereon, or regarding the operations of (or the production from) the Mortgaged Properties, and in the event the Noteholder or the Trustee should take possession of the Mortgaged Properties under this Mortgage, the Noteholder shall be entitled to possession of all such files and contracts including seismic data and interpretation. Should this Mortgage be foreclosed (howsoever such foreclosure may be effected), the purchaser at the foreclosure sale shall be entitled to all such files.

(w) That Grantor will, promptly upon demand by the Noteholder, pay all costs and expenses hereafter incurred by the Noteholder for legal, engineering or geological services rendered to it in connection with enforcement of any of its rights hereunder as provided for in the Credit Agreement.

(x) That Grantor will continuously maintain in good condition and operate, or cause to be maintained and operated, in a good and workmanlike manner any pipelines and pipeline systems included in the Mortgaged Properties in accordance with the valid rules and regulations of duly constituted authorities.

2.3 Grantor agrees to take all such reasonable action and to exercise all rights and remedies as are reasonably available to Grantor to cause the owner or owners of the working interest in the Mortgaged Properties to comply with the covenants and agreements contained herein. With respect to those Leases which are being operated by operators other than Grantor, Grantor shall not be obligated itself to perform any undertakings contemplated by the covenants and agreements contained herein which are performable only by such operators and are beyond the control of Grantor; however, Grantor agrees to promptly take all reasonable actions available to Grantor under any operating agreement or otherwise to bring about the performance of any such undertakings required to be performed by such operators.

2.4 Grantor agrees that, if Grantor fails to perform any act or to take any action which hereunder Grantor is required to perform or take or to pay any money which hereunder Grantor is required to pay, the Noteholder, in Grantor's name or its own name, may (but shall not be obligated to) perform or cause to be performed such act or take such action or pay such money, and any expenses so incurred by the Noteholder and any money so paid by the Noteholder shall be a part of the Obligations under the Credit Agreement owing by Grantor and shall bear interest from the date of making such payment until paid at the Interest Rate (as defined in the Credit Agreement) and shall be a part of the Secured Indebtedness and shall be secured by the lien evidenced by this Mortgage and by any other instrument securing the Secured Indebtedness, and the Noteholder, upon making such payment, shall be subrogated to all of the rights of the person, corporation or body politic receiving such payment.

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ARTICLE III.

Assignment of Production, Accounts
Contract Rights and Proceeds

3.1 To facilitate the discharge of all such indebtedness and as cumulative of any and all rights and remedies herein provided for, Grantor hereby BARGAINS, SELLS, TRANSFERS, ASSIGNS, SETS OVER and DELIVERS to the Noteholder, its successors and assigns, all of the following which shall be applied by Noteholder as provided herein and in the Credit Agreement:

(a) All oil, gas, casinghead gas, distillate and other minerals, and the proceeds therefrom, produced and to be produced from the interests of Grantor in the oil, gas and mineral leases, properties, processing plants and interests now or hereafter constituting a part of the Mortgaged Properties from and after the Effective Date (as hereafter defined), and Grantor hereby authorizes and empowers said Noteholder to demand, collect and receive said oil, gas, casinghead gas, distillate and other minerals, and the proceeds therefrom, produced and to be produced from the interests of Grantor in said Mortgaged Properties, and to execute any release, receipt, division order, transfer order and relinquishment or other instrument that may be required or necessary to collect and receive such production or the proceeds therefrom and Grantor hereby authorizes and directs all pipeline companies, gathering companies and others purchasing oil, gas or other mineral production from said properties or having in their possession any production from said properties or the proceeds therefrom, to pay and deliver to the Noteholder all such production or proceeds therefrom accruing. Grantor agrees that all division orders, transfer orders, receipts and other instruments which the Noteholder may from time to time execute and deliver for the purpose of collecting or receipting for such production or the proceeds therefrom may be relied upon in all respects, and that the same shall be binding upon Grantor, and Grantor's successors and assigns. Grantor agrees to execute and deliver all necessary and appropriate instruments, including transfer and division orders, which may be required by the Noteholder in connection with the receipt by the Noteholder of such production or the proceeds therefrom and to indemnify and keep and hold the Noteholder free and harmless from all parties whomsoever having or claiming an adverse interest in said leases, properties and interests and the production and proceeds therefrom, and in this respect agrees to pay all expenses, costs, charges and reasonable attorneys' fees that may be incurred by the Noteholder as to any of said matters.

(b) All amounts or proceeds hereafter payable to or to become payable to Grantor or to which Grantor is entitled under all gas sales contracts, all oil, distillate or condensate sales contracts, all gas transportation contracts, and all gas processing contracts relating to or now or hereafter to become a part of the Mortgaged Properties.

(c) All amounts, sums, revenues and income which become payable to Grantor from any of the Mortgaged Properties (including after-acquired properties) or under any

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contract, present or future, relating to any gas pipeline system and processing plant or unit now or hereafter constituting a part of the Mortgaged Properties.

Grantor hereby authorizes and directs that all such pipeline companies, purchasers, transporters and other parties owing moneys to Grantor under contracts herein assigned, pay such amounts direct to the Noteholder as follows:

If by wire transfer:

The Northern Trust Company
ABA No. 071000152
Account No. 21377
For Aquila Energy Capital Corporation
Two Houston Center, 909 Fannin, Suite 1850
Houston, Texas 77010
REF: NE CLAY PHASE I, L.L.C.

If by check:

The Northern Trust Co.
75 Remittance Dr., Suite 3088
Chicago, IL 60675-3088
Account No. 21377
For Aquila Energy Capital Corporation
Two Houston Center, 909 Fannin, Suite 1850
Houston, Texas 77010
REF: NE CLAY PHASE I, L.L.C.

If by check sent via courier:

The Northern Trust Company
801 South Canal Street
4th Floor Receipt & Dispatch
Chicago, IL 60607
Attn: NE CLAY PHASE I, L.L.C.

and such authorization shall continue until this Mortgage is released. The Noteholder is authorized to collect, receive and receipt for all such amounts and no party making payment shall have any responsibility to see to the application of any funds paid to the Noteholder, but shall be fully protected in making such payment to the Noteholder under the assignments herein contained. Should the Noteholder bring suit against any third party for collection of any amounts or sums included within this assignment (and the Noteholder shall have the right to bring any such suit) it may sue either in its own name or in the name of Grantor.

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The office where the records of Grantor with respect to the accounts and contracts rights concerning the Mortgaged Properties are kept is located at the address shown opposite the signature of Grantor to this Mortgage, and Grantor agrees that the place at which such records are kept will not be changed without the prior written notice to of the Noteholder.

3.2 Independent of the foregoing provisions and authorities herein granted, Grantor agrees to execute and deliver any and all transfer orders, payment orders, division orders and other instruments that may be requested by the Noteholder or that may be required by any purchaser of the production from any of the Mortgaged Properties for the purpose of effectuating payment to the Noteholder of the proceeds of Hydrocarbon sales to the Noteholder. If under any existing sales agreements, other than division orders or transfer orders, any proceeds of Hydrocarbon sales are required to be paid by the purchaser to Grantor so that under such existing agreement payment of such proceeds of Hydrocarbon sales cannot be made to the Noteholder, Grantor's interest in all proceeds of Hydrocarbon sales under such sales agreements and in all other proceeds of Hydrocarbon sales which for any reason may be paid to Grantor shall, when received by Grantor, constitute trust funds in Grantor's hands and shall be immediately paid over to the Noteholder.

3.3 Grantor authorizes and empowers the Noteholder to receive, hold and collect all sums of money paid to the Noteholder in accordance with this assignment and to apply the same as is hereinafter provided, all without any liability or responsibility on the part of the Noteholder, save as to good faith in so receiving and applying said sums. All payments provided for in this assignment shall be paid promptly to the Noteholder, and applied pursuant to the terms of the Credit Agreement. It is understood and agreed that should said payments provided for by this assignment be less than the sum or sums then due on said indebtedness, such sum or sums then due shall nevertheless be payable by Grantor in accordance with the provisions of the note or notes or other instrument or instruments evidencing said indebtedness and neither this assignment nor any provision herein contained shall in any manner be construed to affect the terms and provisions of said note or notes or other instrument or instruments. Likewise, neither this assignment nor any provision herein contained shall in any manner be construed to affect the lien, rights and remedies herein granted securing said indebtedness, nor Grantor's liability therefor. The rights under this assignment are cumulative of the other rights, remedies and powers granted under this Mortgage and are cumulative of any other security which the Noteholder now holds or may hereafter hold to secure the payment of said indebtedness.

3.4 If a default has occurred and is continuing, should any person now or hereafter purchasing or taking oil, gas, other hydrocarbons or other minerals attributed to the Mortgaged Properties fail to make payment promptly to the Noteholder of the hereby assigned proceeds of Hydrocarbon sales, the Noteholder shall have the right to make, or to require Grantor to make, a change of connection and the right to designate or approve the purchaser with whose facilities a new connection shall be made, without liability or responsibility in connection therewith, so long as ordinary care is used in making such designation, and Grantor agrees to pay to the Noteholder the amount of any proceeds of Hydrocarbon sales not promptly paid to the Noteholder by any person having responsibility for payment thereof; provided, however, Noteholder shall only require the

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change of purchaser if such change would not cause a breach of Grantor's obligation to an existing purchaser under an existing contract as of the date hereof.

3.5 The Lender and Noteholder and their successors and assigns are hereby absolved from all liability for failure to enforce collection of the proceeds of hydrocarbon sales and from all other responsibility in connection therewith, except the responsibility to account to Grantor for funds actually received. Grantor agrees to indemnify and hold harmless the Lender, Noteholder and the Trustee against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees by reason of the assertion that Trustee, Lender or Noteholder received with respect to the Mortgaged Properties or for Grantor's account either before or after payment in full of the Secured Indebtedness funds from the production of oil, gas, other hydrocarbons or other minerals claimed by third persons, and if Grantor fails to do so, the Lender, Noteholder and the Trustee shall each have the right to defend against any such claims or actions, employing attorneys of their own selection, and if not furnished with indemnity satisfactory to them, they shall have the right to compromise and adjust any such claims, actions and judgments, and in addition to the rights to be indemnified as herein provided, all amounts paid by the Lender, Noteholder or the Trustee in compromise, satisfaction or discharge of any such claim, action or judgment, and all court costs, attorneys' fees and other expenses of every character incurred by the Trustee, Lender or the Noteholder pursuant to the provisions of this section shall be part of the Obligations under the Credit Agreement owing by Grantor, shall bear interest from date of expenditure until paid at the Interest Rate (as defined in the Credit Agreement), and shall be a part of the Secured Indebtedness. Notwithstanding the foregoing, nothing contained herein shall be deemed to require Grantor to indemnify Lender or Noteholder for its willful misconduct or gross negligence or breach by Lender or Noteholder of the provisions of the Security Documents or any documents or instruments executed in connection with the Security Documents.

3.6 Nothing herein contained shall detract from or limit the absolute obligation of Grantor to make prompt payment of the Note, of all amounts owing thereon, and of all amounts owing hereunder at the time and in the manner provided in the Note, the Credit Agreement or provided herein, regardless of whether the proceeds herein assigned are sufficient to pay the same, and the rights under this assignment shall be cumulative of all other security of any and every character now or hereafter existing to secure the payment of the Note and all other Secured Indebtedness.

ARTICLE IV.

Waiver and Partial Release

4.1 The Noteholder may at any time and from time to time in writing:

(a) Waive compliance by Grantor with any covenant herein made by Grantor to the extent and in the manner specified in such writing;

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(b) Consent to Grantor's doing any act which hereunder Grantor is prohibited from doing, or to Grantor's failing to do any act which hereunder Grantor is required to do, to the extent and in the manner specified in writing; or

(c) Release any part of the Mortgaged Properties, or any interest therein, or any proceeds of Hydrocarbon sales from the lien of this Mortgage, without the joinder of the Trustee.

No such act by Noteholder shall in any way impair the rights of the Noteholder hereunder except to the extent specifically agreed to by the Noteholder in such writing.

4.2 The lien and other security rights of the Noteholder hereunder shall not be impaired by any indulgence, including but not limited to:

(a) Any forbearance, renewal, extension or modification (whether one or more) which the Noteholder may grant with respect to any Secured Indebtedness; or

(b) Any surrender, compromise, release, renewal, extension, exchange or substitution which the Noteholder may grant in respect of any item of the Mortgaged Properties or any part thereof or any interest therein, or any of the proceeds of Hydrocarbon sales, or

(c) Any release or indulgence granted to any endorser, guarantor or surety of any Secured Indebtedness.

ARTICLE V.

Possession Until Default; Defeasance

5.1 Unless a default specified in Section 6.1 hereof shall occur and be continuing, Grantor shall retain full right to the Mortgaged Properties (except the proceeds of Hydrocarbon sales assigned under Section 3.1 hereof), subject, however, to all of the terms and provisions of this Mortgage.

5.2 If all of the Secured Indebtedness be paid as the same become due and payable and if the covenants, warranties, undertakings and agreements made in this Mortgage are kept and performed, then and in that event only all rights under this Mortgage shall terminate and the properties hereby conveyed shall become wholly clear of the liens, conveyances and assignments evidenced hereby, and such liens shall be released by the Noteholder in due form at Grantor's cost.

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By Louella M. Lacks Deputy

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ARTICLE VI.

Remedies in Event of Default

6.1 The term "default" as used in this Mortgage shall mean the occurrence of any of the following events:

(a) The occurrence of an Event of Default under the Credit Agreement; or

(b) The failure of Grantor to pay over to the Noteholder any proceeds of the sale of the oil, gas, other hydrocarbons and other minerals produced, saved, or sold from or allocated to the Mortgaged Properties which are paid to Grantor rather than the Noteholder as provided in Section 3.2 hereof within ten (10) days after receipt by Grantor.

6.2 Upon the occurrence of a default, all Secured Indebtedness in its entirety shall, at the option of the Noteholder and following two (2) business days', or such longer period as may be provided in the Credit Agreement, prior written notice by Noteholder (except in the event of bankruptcy, insolvency of Grantor, appointment of a receiver for Grantor, and similar defaults in which event no prior written notice by Noteholder is required), become immediately due and payable without any other notice, presentation or demand of any kind including, without limitation, notice of intent to accelerate and notice of acceleration, all of which are hereby waived, and the liens evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by law as the Noteholder may elect.

6.3 Upon the occurrence of a default and following notice required under Section 6.2 hereof, if any such notice is required with respect to such default, the Trustee, his successor or substitute, upon the written request of the Noteholder, shall be authorized and empowered and it shall be his special duty to sell the Mortgaged Properties or any part thereof. Such sale may be at one or more sales, as an entirety or in parcels, as the Trustee may elect, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirement as the Trustee may deem appropriate.

Upon the occurrence of a default and following notice required under Section 6.2 hereof, if any such notice is required with respect to such default, the Trustee, his successor or substitute, shall have the right and power to proceed by suit or suits in equity or at law, whether for the specific performance of any covenant or agreement of Grantor herein contained or in aid of the execution of any power herein granted, or for foreclosure or the sale of the Mortgaged Properties or any part thereof under the judgment or decree of any court of competent jurisdiction, or for the enforcement of any other appropriate legal or equitable remedy. In the event the Noteholder shall request the Trustee to sell the Mortgaged Properties or to proceed by suit as in this section provided, the Noteholder shall have the right to direct the time, method and place of conducting and proceeding for any remedy available to the Trustee or of exercising any trust or power conferred upon him; provided, however, that the Trustee shall have the power to decline to follow any such direction if

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By Lovella M. Lacke Deputy

the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken. If and to the extent permitted by applicable law:

(a) Any foreclosure sale hereunder may be as an entirety or in such parcels as the Noteholder may request, and any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law.

(b) Any and all statements of fact or other recitals made by the Noteholder or by the Trustee or any substitute appointed hereunder as to nonpayment of the Secured Indebtedness or as to the occurrence of any default, or as to all of said indebtedness having become due and payable, or as to the refusal, failure or inability to act of the Trustee or any substitute or successor trustee, or as to any other act or thing having been duly done by Noteholder or by such Trustee, substitute or successor, shall be taken as prima facie evidence of the truth of the facts so stated and recited.

(c) The Trustee, his successor or substitute, may appoint or delegate to any one or more persons as agent to perform any act or acts necessary or incident to any foreclosure proceeding instituted by the Trustee, but in the name and on behalf of the Trustee, his successor or substitute.

(d) It shall not be necessary for the Trustee or any public officer acting under execution or order of the court to have physically present or constructively in his possession any of the Mortgaged Properties.

(e) Any sale or sales of the Mortgaged Properties pursuant to judicial proceedings shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Grantor of, in and to the premises and property sold, and shall be a perpetual bar, both at law and in equity, against Grantor, its successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the property sold from, through or under Grantor, its successors or assigns; nevertheless, Grantor, if requested by the Trustee or the Noteholder so to do, shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold.

(f) Upon any sale, whether made under the power of sale hereby given or by virtue of judicial proceedings, the receipt of the Trustee, or of the officer making a sale under judicial proceedings, shall be a sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money, and such purchaser or purchasers, his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Trustee or of such officer therefor, be obliged to see to the application of such purchase price, or be in anywise answerable for any loss, misapplication or nonapplication thereof.

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(g) The purchaser at any such sale shall not, nor shall his or its heirs, legal representatives, successors or assigns be deemed to have, by reason of the acquisition of property or rights mortgaged hereunder, assumed any liability or obligation of any lessee or operator of the Mortgaged Properties, or any part thereof, arising by reason of any occurrence taking place prior to such sale.

(h) After each sale, the Trustee shall make to the purchaser or purchasers at such sale good and sufficient conveyances in the name of Grantor, conveying the property so sold to the purchaser or purchasers in fee simple with special warranty of title, and shall receive the proceeds of said sale or sales and apply the same as herein provided, and Grantor binds itself, its successors and assigns, to warrant and forever defend such title.

(i) The power of sale granted herein shall not be exhausted by any sale held hereunder by the Trustee or his substitute or successor, and such power of sale shall exist and may be exercised in any manner provided by law or herein from time to time and as many times as the Noteholder may deem necessary until all of the Mortgaged Properties have been duly sold and all Secured Indebtedness has been fully paid.

6.4 Upon the occurrence of a default and following notice as required under Section 6.2 hereof if any notice is required with respect to such default, the Trustee, his successors or substitute, is authorized and empowered, and it shall be his special duty at the request of the Noteholder, to enforce this trust and to sell the Mortgaged Properties which may be located in the State of Texas as an entirety or in parcels, as the acting Trustee may designate, at the courthouse of any county in the State of Texas in which a part of said Mortgaged Properties being sold may be situated at public auction to the highest bidder for cash between the hours 10 a.m. and 4 p.m. on the first Tuesday in any month after having given notice of such sale in accordance with the laws of the State of Texas now in force governing sales of real estate under powers of sale conferred by deed of trust. If the applicable statute should be hereafter amended to provide a different notice of sale applicable to sales of real estate under power of sale in a deed of trust, then the Trustee may, in his sole discretion, give either the notice of sale now provided to be given under any applicable laws or such notice as is required pursuant to applicable law in effect at the time such notice is to be given. Any sale made by the Trustee hereunder may be as an entirety or in such parcels as the Noteholder may request, and any sale may be adjourned by announcement at the time and place appointed for such sale without further notice excepted as may be required by law. After each sale, the Trustee shall make to the purchaser or purchasers at such sale good and sufficient conveyances in the name of Grantor, conveying the property so sold to the purchaser or purchasers in fee simple with special warranty of title binding upon Grantor, its successors and assigns, and shall receive the proceeds of said sale or sales and apply the same as herein provided. The power of sale granted herein shall not be exhausted by any sale held hereunder by the Trustee or his substitute or successor, and such power of sale may be exercised from time to time and as many times as the Noteholder may deem necessary until all of the Mortgaged Properties have been duly sold and all Secured Indebtedness has been duly paid. Any such sale shall be a perpetual bar against Grantor, and Grantor's heirs, legal representatives or successors in interest, as the case may be, as to the property sold.

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6.5 This instrument shall be effective as a mortgage as well as a deed of trust and may be foreclosed as to any of the properties covered hereby (including non-judicial foreclosure) in any manner permitted by the laws of any state in which such part of the Mortgaged Properties is situated, and any foreclosure suit may be brought by the Trustee or by the Noteholder with respect to property located in jurisdictions where a mortgage is utilized to grant liens in real property. In addition to all other remedies herein provided for, Grantor agrees that after a default has occurred the Trustee or the Noteholder shall as a matter of right be entitled to the appointment of a receiver or receivers to be designated by the Noteholder for all or any part of the Mortgaged Properties, whether such receivership be incident to a proposed sale of such property or otherwise, and Grantor does hereby consent to the appointment of such receiver or receivers, agrees not to oppose any application therefor by the Trustee or the Noteholder, and agrees that such appointment shall in no manner affect the rights of the Noteholder under Article III hereof.

6.6 The proceeds of any sale held by the Trustee or any receiver or public officer in foreclosure of the liens evidenced hereby shall be applied:

FIRST, to the payment of all necessary costs and out of pocket expenses incident to such foreclosure sale (including reasonable attorneys' fees), including but not limited to expenses of advertising, sale and conveyance and all court costs and charges of every character in the event foreclosed by it, and a reasonable fee to the Trustee acting under the provisions of this Article VI if foreclosed by power of sale as provided in said section, not exceeding the lesser of (a) the actual fees of the Trustee and (b) five percent (5%), to be estimated upon the amount realized at such sale.

SECOND, to the payment of the Secured Indebtedness in such order as the Noteholder may elect, which shall be cumulative of the trustee's fee hereinabove provided for and shall be due and payable whether the lien of this Mortgage be foreclosed by sale or by judicial process; and

THIRD, the remainder, if any there shall be, shall be paid to Grantor or to Grantor's representative, successors or assigns.

6.7 The Noteholder shall have the right to become the purchaser at any sale held by any Trustee or substitute or successor or by any receiver or public officer, and any Noteholder purchasing at any such sale shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the Secured Indebtedness owing to such Noteholder, or if such Noteholder holds less than all of such indebtedness the pro rata part thereof owing to such Noteholder, accounting to all such Noteholders not joining in such bid in cash for the portion of such bid or bids apportionable to such nonbidding Noteholder or Noteholders.

6.8 All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity, and the Trustee and the Noteholder shall, in addition to the remedies herein provided, be entitled to avail themselves of all such other remedies as may now or hereafter exist at law or in equity for the collection of said indebtedness and the enforcement of the covenants

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herein and the foreclosure of the liens evidenced hereby, and the resort to any remedy provided for hereunder or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

6.9 The Noteholder may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the Secured Indebtedness, in whole or in part, and in such portions and in such order as may seem best to the Noteholder in its sole and uncontrolled discretion, and any action shall not in anywise be considered as a waiver of any of the rights, benefits or liens evidenced by this instrument.

6.10 To the full extent that Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, extension or redemption, and Grantor, for Grantor, Grantor's successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Properties, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due the whole of the Secured Indebtedness and marshaling in the event of foreclosure of the liens hereby created. If any law referred to in this section and now in force, of which Grantor or Grantor's successors might take advantage despite this section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this section.

6.11 If a default shall have occurred and be continuing, Grantor will, upon request of the Trustee or the Noteholder, execute and deliver to such person or persons as may be designated by the Trustee or the Noteholder appropriate powers of attorney to act for and on behalf of Grantor in all transactions of Grantor with any federal or state agency relating to any of the Mortgaged Properties.

6.12 Upon acceleration of the Secured Indebtedness, the Trustee and the Noteholder, or either of them, are authorized prior or subsequent to the institution of any foreclosure proceedings to enter upon the Mortgaged Properties, or any part thereof, and to exercise without interference from Grantor any and all rights which Grantor has with respect to the management, possession and operation of the Mortgaged Properties. All costs, expenses and liabilities of every character (including costs of unsuccessful workover operations or additional wells or dry holes) incurred by the Trustee or the Noteholder in managing, operating and maintaining such Mortgaged Properties, including, without limitation, costs of additional drilling and reworking, whether successful or unsuccessful, shall constitute a demand obligation owing by Grantor and shall draw interest at the Interest Rate (as defined in the Credit Agreement), all of which shall constitute a portion of the Secured Indebtedness.

6.13 Upon the occurrence of a default, if Grantor should fail to comply with any of the covenants or obligations of Grantor hereunder, then the Noteholder or said Trustee may perform the same for the account and at the expense of Grantor but shall not be obligated so to do, and any and all expenses incurred or paid in so doing shall be payable by Grantor to the Noteholder with interest

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By Loulla M. Locke Deputy

at the Interest Rate (as defined in the Credit Agreement), and the amount thereof shall be payable on demand, and shall be secured by and under this Mortgage, and the amount and nature of such expense and the time when paid shall be fully established by the affidavit of the Noteholder or any officer or agent thereof, or by the affidavit of any trustee acting hereunder; provided, however, that the exercise of the privileges granted in this paragraph shall in no wise be considered or constitute a waiver of the right of the Noteholder upon the happening of a default hereunder to declare the Secured Indebtedness to be at once due and payable but is cumulative of such right and all other rights herein given.

ARTICLE VII.

Security Agreement

7.1 Without limiting any of the provisions of this instrument, Grantor (referred to in this Article as "Debtor", whether one or more), expressly GRANTS unto the Noteholder (referred to in this Article as "Secured Party", whether one or more), a security interest in all the Mortgaged Properties hereinabove described (including both those now and those hereafter existing) to the full extent that such properties may be subject to the Uniform Commercial Code of the state or states where such properties are situated. The security interest granted hereby also covers and includes all contract rights, equipment, inventory, general intangibles and accounts with respect to said properties and all products and proceeds of said properties (said properties, contract rights, equipment, inventory, general intangibles, accounts, products and proceeds thereof being hereinafter collectively referred to as the "Collateral" for the purposes of this paragraph). Debtor covenants with Secured Party that:

(a) In addition to and cumulative of any other remedies granted in this instrument to Secured Party or the Trustee, Secured Party may, in event of default, proceed under said Uniform Commercial Code as to all or any part of the Collateral and shall have and may exercise with respect to the Collateral all the rights, remedies and powers of a secured party after default under said Uniform Commercial Code, including, without limitation, the right and power to sell, at public or private sale or sales, or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner authorized or permitted under said Uniform Commercial Code after default by a debtor, and to apply the proceeds thereof toward payment of any costs and expenses and attorneys' fees and legal expenses thereby incurred by Secured Party, and toward payment of the Secured Indebtedness in such order or manner as Secured Party may elect.

(b) Upon a default, Secured Party shall have the right (without limitation, subject to said Uniform Commercial Code) to take possession of the Collateral and to enter upon any premises where same may be situated for such purpose without being deemed guilty of trespass and without liability for damages thereby occasioned, and to take any action deemed necessary or appropriate or desirable by Secured Party, at its option and in its discretion, to

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repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition as herein authorized.

(c) To the extent permitted by law, Debtor expressly waives any other notice of sale or other disposition of the Collateral and any other right or remedies of a debtor or formalities prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remedy of Secured Party existing after default hereunder; and to the extent any such notice is required and cannot be waived, Debtor agrees that if such notice is mailed, postage prepaid, to Debtor at the address shown with debtor's signature hereinbelow at least ten days before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice.

(d) Secured Party is expressly granted the right to receive the monies, income, proceeds or benefits attributable or accruing to the Collateral and to hold the same as security for the Secured Indebtedness or to apply it on the principal and interest or other amounts owing on any of the Secured Indebtedness, whether or not then due, in such order or manner as Secured Party may elect. All rights to marshaling of assets of Debtor, including any such right with respect to the Collateral, are hereby waived.

(e) All recitals in any instrument of assignment or any other instrument executed by Secured Party incident to sale, transfer, assignment, lease or other disposition or utilization of the Collateral or any part thereof hereunder shall be prima facie evidence of the matter stated therein, no other proof shall be required to establish full legal propriety of the sale or other action or of any fact, condition or thing incident thereto, and all prerequisites of such sale or other action and of any fact, condition or thing incident thereto shall be presumed to have been performed or to have occurred.

(f) Upon acceleration of the Secured Indebtedness, Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties. All expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of the Collateral and the like which are incurred or paid by Secured Party as authorized or permitted hereunder, including also all attorneys' fees, legal expenses and costs, shall be added to the indebtedness secured by this instrument, and Debtor shall be liable therefor.

(g) Should Secured Party elect to exercise its right under said Uniform Commercial Code as to part of the personal property and fixtures described herein, this election shall not preclude Secured Party or the Trustee from exercising the rights and remedies granted by the preceding paragraphs of this instrument as to the remaining personal property and fixtures.

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(h) Secured Party may, at its election, at any time after delivery of this instrument, sign one or more copies hereof in order that such copies may be used as a financing statement under said Uniform Commercial Code. Such signature by Secured Party may be placed between the last sentence of this instrument and the Debtor's acknowledgment or may follow the Debtor's acknowledgment. Secured Party's signature need not be acknowledged and is not necessary to the effectiveness hereof as a deed of trust, mortgage, assignment, pledge or security agreement.

7.2 (a) Any copy of this instrument which is signed by both Debtor and Secured Party may also serve as a financing statement under said Uniform Commercial Code between the Debtor, whose address is designated with its signature, and the **SECURED PARTY, WHOSE ADDRESS IS TWO HOUSTON CENTER, 909 FANNIN, SUITE 1850, HOUSTON, TEXAS 77010**.

(b) So long as any amount remains unpaid on the Secured Indebtedness and except as allowed as a Permitted Encumbrance, Debtor will not execute and there will not be filed in any public office any financing statement or statements affecting the Collateral other than financing statements in favor of Secured Party hereunder, unless the prior written specific consent and approval of Secured Party shall have first been obtained.

(c) Secured Party is authorized to file, in any jurisdiction where Secured Party deems it necessary, a financing statement or statements, and at the request of Secured Party, Debtor will join Secured Party in executing one or more financing statements pursuant to said Uniform Commercial Code in form satisfactory to Secured Party, and will pay the cost of filing or recording this instrument, as a financing statement, in all public offices at any time and from time to time whenever filing or recording of any financing statement or of this instrument is deemed by Secured Party to be necessary or desirable.

(d) The office where the records of Debtor with respect to the Collateral and the Mortgaged Properties are kept is located at the address shown opposite the signature of Debtor to this Mortgage, and Debtor agrees that the place at which such records are kept will not be changed without the prior written consent of the Noteholder.

Debtor further warrants and represents to Secured Party that, except for the security interest granted hereby in the Collateral and other claims previously disclosed in writing to Secured Party, Debtor is the owner and holder of the Collateral, free of any adverse claim, security interest or encumbrance, and Debtor agrees to defend the Collateral against all claims and demands of any person at any time claiming the same or any interest therein. Debtor further warrants and represents that it has not heretofore signed any financing statement and no financing statement signed by Debtor is now on file in any public office except those statements true and correct copies of which have been delivered to Secured Party.

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ARTICLE VIII.

Concerning the Trustee

8.1 The Trustee may resign by an instrument in writing addressed to the Noteholder. The Trustee or any successor or substitute Trustee may be removed at any time with or without cause by an instrument in writing executed by the Noteholder and such power of removal may be exercised as frequently and at such times as the Noteholder may elect. In case of the absence, death, resignation or removal of the Trustee, or the inability, failure, or refusal of the Trustee to act, a successor or substitute Trustee may be appointed by the Noteholder by instrument complying with any applicable requirements of law, and in the absence of any such requirement, without other formality than appointment and designation in writing executed by the Noteholder. Such right to appoint a substitute Trustee shall exist and may be exercised as often and whenever the Noteholder may elect. Such appointment and designation shall be full evidence of the right and authority to make the same and of all facts therein required, and upon the making of any such appointment and designation, all of the estate and title of the Trustee in the Mortgaged Properties shall vest in the named successor Trustee and he shall thereupon succeed to, hold, possess and exercise all the rights, powers, privileges, immunities and duties herein conferred upon the Trustee. All references herein to the Trustee shall be deemed to refer to the Trustee (including any successor appointed and designated as herein provided) from time to time acting hereunder.

If no successor Trustee shall have been appointed as contemplated by the foregoing provisions in this Section, or if appointed shall not have accepted the appointment, within thirty (30) days after the occurrence of a vacancy in the office of the Trustee, the Noteholder or such retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee or Trustees.

8.2 Any Trustee from time to time serving hereunder shall have the absolute right, acting independently, to take any action and to exercise any right, remedy, power or privilege conferred upon the Trustee, and any action taken by any Trustee from time to time serving hereunder shall be binding upon all other Trustees and no person dealing with any Trustee from time to time serving hereunder shall be obligated to confirm the power and authority of such Trustee to act without the concurrence of the other Trustees.

8.3 The Trustee shall not be required to take any action for the enforcement of this instrument or the exercise of any rights or remedies hereunder or to appear in or defend any action, suit or other proceeding in connection therewith, where, in the opinion of the Trustee, such action will be likely to involve him in expense or liability, unless the Trustee be tendered security and indemnity satisfactory to him, against cost, expense or liability in connection therewith.

8.4 It shall be no part of the duty of the Trustee to see to any recording, filing or registration of this instrument or any other instrument supplemental hereto, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge which may be levied or assessed on the Mortgaged Properties or against Grantor or to see to the performance

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or observance by Grantor of any of the covenants or agreements herein contained. The Trustee shall not be responsible for the execution, acknowledgment or validity of this instrument or of any instrument supplemental hereto or of the Notes, or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of the holder of the Note. The Trustee shall have the right to consult with counsel upon any matters arising hereunder, and shall be fully protected in relying as to legal matters on the advice of the counsel. The Trustee shall not incur any personal liability hereunder except for his own gross negligence or willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine.

ARTICLE IX.

Miscellaneous

9.1 This instrument is a deed of trust and mortgage of both real and personal property, a security agreement, a financing statement and an assignment, and also covers proceeds and fixtures.

9.2 All options and rights of election herein provided for the benefit of the Noteholder are continuing, and the failure to exercise any such option or right of election upon a particular default or breach or upon any subsequent default or breach shall not be construed as waiving the right to exercise such option or election at any later date. By the acceptance of payment of any indebtedness secured hereby after its due date, the Noteholder does not waive the right either to require prompt payment when due of all other sums so secured or to regard as a default failure to pay any other sums due which are secured hereby. No exercise of the rights and powers herein granted and no delay or omission in the exercise of such rights and powers shall be held to exhaust the same or be construed as a waiver thereof, and every such right and power may be exercised at time and from time to time.

9.3 No release of any part of the Mortgaged Properties shall in anywise alter, vary or diminish the force, effect or lien of this instrument on the balance of Mortgaged Properties.

9.4 Any provision contained herein or in the Note or in any other instrument evidencing or relating to any Secured Indebtedness to the contrary notwithstanding, neither Lender nor any Noteholder nor the holder of any other Secured Indebtedness shall be entitled to receive or collect, nor shall Grantor be obligated to pay, interest on any of the Secured Indebtedness in excess of the maximum rate of interest permitted by applicable law, and if any provision of the Note or of any other such instrument shall ever be construed or held to permit the collection or to require the payment of any amount of interest in excess of that permitted by applicable law, the provisions of this section shall control and shall override any contrary or inconsistent provision of the Note or other instrument.

9.5 Any notice, request, demand or other instrument which may be required or permitted to be given or furnished to or served upon Grantor shall be addressed to it at its address set forth below, or such other address as Grantor may furnish to the Trustee or the Noteholder in writing.

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By Lorella M Locke Deputy

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Notices to the Trustee and the Noteholder shall be deemed to have been properly given if delivered in like fashion to them at **AQUILA ENERGY CAPITAL CORPORATION, TWO HOUSTON CENTER, 909 FANNIN, SUITE 1850, HOUSTON, TEXAS 77010, ATTENTION: LEE-KEN CHOO**, or at such other address as the Trustee or the Noteholder may furnish to Grantor in writing.

9.6 Renewals and extensions of the Secured Indebtedness may be given at any time and amendments may be made to this Mortgage and other agreements relating to any of the Secured Indebtedness or the Mortgaged Properties and/or such properties may at any time be released or partially released and/or the Noteholder may take or hold other security for the Secured Indebtedness without notice to or joinder or consent of any persons hereafter acquiring any interest in the Mortgaged Properties. The Trustee or the Noteholder may resort first to such other security or any part thereof or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action shall not be a waiver of any rights conferred by this instrument, which shall continue as a first lien upon all of the Mortgaged Properties not expressly released until the Secured Indebtedness is fully paid.

9.7 If any provision hereof or of the Credit Agreement or the Note is invalid or unenforceable in any jurisdiction, the other provisions hereof or of the Note shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of the Trustee, Lender and the Noteholder in order to effectuate the provisions hereof, and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

9.8 Lender and Trustee shall at all times have the right to assign and/or transfer any and all of their rights and privileged under this Mortgage. All of the terms, provisions, covenants and conditions hereof shall be binding upon Grantor, and the successors and assigns of Grantor and the Noteholder and successors and assigns of Noteholder, and shall inure to the benefit of the Trustee and the Noteholder and their respective successors and assigns and Grantor's covenants shall constitute covenants running with the lands covered by the Mortgaged Properties, but this provision shall not be construed to authorize any sale or other disposition of the Mortgaged Properties contrary to any other provisions hereof.

9.9 The Mortgage may be executed in multiple counterparts, each of which is deemed to be an original for all purposes although all such executed copies shall evidence and constitute one and the same Mortgage; provided that it shall never be necessary for Noteholder or Trustee to produce more than one fully executed counterpart with all divisions to prove the existence of all such counterparts. The counterpart recorded in a particular jurisdiction may have attached to it only the division or subdivisions of the exhibit that contain descriptions of Mortgaged Properties located in such jurisdiction. Whenever a recorded counterpart of the Mortgage contains less than all of the divisions, the descriptions contained in the omitted divisions are hereby incorporated into said recorded counterpart by reference.

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9.10 The term "Grantor" herein used shall mean and include the limited liability company executing this instrument and its successor in interest in the Mortgaged Properties. The number and gender of pronouns used in referring to Grantor shall be construed to mean and correspond with the number and gender of the individuals and/or corporations executing this instrument as Grantor, and, further, the term "Grantor" herein used shall mean and include both all of the parties executing this instrument as Grantor as well as any single one or more of them.

9.11 The "Effective Date" of this instrument is 7:00 a.m. local time at the location of the Mortgaged Properties on the date this Mortgage is executed and delivered to Lender by Grantor.

9.12 This Mortgage shall be governed by and construed and interpreted under the laws of the State of Texas (without giving effect to conflicts of laws principles), except to the extent that the laws of the State where the Mortgaged Properties are located shall be mandatorily applicable.

THIS WRITTEN AGREEMENT AND THE OTHER SECURITY DOCUMENTS DESCRIBED IN THE CREDIT AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by their duly authorized undersigned officers effective as of December 27, 2000.

"GRANTOR"

ADDRESS OF GRANTOR:

770 S. Post Oak Lane, Suite 610
Houston, Texas 77056

NE CLAY PHASE I, L.L.C.,
a Texas limited liability company

By: _____
A. Gail Crawford
Administrative Manager

This Deed of Trust, Mortgage, Assignment of Production, Security Agreement and Financing Statement is executed by the undersigned solely for the purpose of acknowledging and accepting the benefits conferred on Lender and to evidence its agreement with the covenants of Lender set forth herein.

"LENDER" and "MORTGAGEE"

AQUILA ENERGY CAPITAL CORPORATION,
a Delaware corporation

By: _____
Kenneth F. Wyatt
Vice President

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Burleson County, Texas

By Loulla M Lacke Deputy

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OR 538 204

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 27th day of December, 2000, by A. Gail Crawford, Administrative Manager of NE Clay Phase I, L.L.C., a Texas limited liability company on behalf of said limited liability company.

JAN LOUISE SPENCER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 26, 2002

Jan Louise Spencer
Notary Public, State of Texas

STATE OF COLORADO §
§
COUNTY OF Boulder §

This instrument was acknowledged before me on this 26th day of December 2000, by Kenneth F. Wyatt, Vice President of Aquila Energy Capital Corporation, a Delaware corporation, on behalf of said corporation.

David Haynes
Notary Public, State of Colorado

CAROL HAYNES NOTARY PUBLIC STATE OF COLORADO

COUNTY CLERK'S MEMO.
Portions of This Document
Not Legible When Received.

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COUNTY OF BURLESON
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Burleson County, Texas

By Loretta M Lacke Deputy

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OR 538 205

EXHIBIT A

ATTACHED TO AND FORMING A PART OF THE
DEED OF TRUST, MORTGAGE, ASSIGNMENT OF PRODUCTION,
SECURITY AGREEMENT AND FINANCING STATEMENT
DATED DECEMBER 27, 2000
FROM
NE CLAY PHASE I, L.L.C.
TO
LEE-KEN CHOO, TRUSTEE
AND
AQUILA ENERGY CAPITAL CORPORATION

PART I

PREAMBLE

This Exhibit A contains this Preamble and the specific description of the "Leases" comprising a portion of the "Mortgaged Properties", as those terms are defined in the Deed of Trust, Mortgage, Assignment of Production, Security Agreement and Financing Statement (the "Mortgage") to which this Exhibit A is attached.

Divisions. This Exhibit A may be composed of several divisions and subdivisions--at least one for each state and county or parish in each state in which any part of the Mortgaged Properties is located in more than one county, the division hereof containing the description of such oil, gas and mineral lease will generally include the relevant portion of each of the counties in which any part of such oil, gas and mineral lease is located. Counties containing portions of such multi-county leases may therefore be covered by more than one division of this Exhibit A. Each subdivision is in turn composed of further subdivisions--each one covering one or more of the oil, gas and mineral leases included among the Mortgaged Properties.

Counterparts. The Mortgage may be executed in multiple counterparts, each of which is deemed to be an original for all purposes although all such executed copies shall evidence and constitute one and the same Mortgage; provided that it shall never be necessary for Noteholder or Trustee to produce more than one fully executed counterpart with all divisions to prove the existence of all such counterparts. The counterpart recorded in a particular county or parish may have attached to it only the division or subdivisions of this exhibit that contain descriptions of Mortgaged Properties located in such county or parish. Whenever a recorded counterpart of the Mortgage contains less than all of the divisions, the descriptions contained in the omitted divisions are hereby incorporated into said recorded counterpart by reference.

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By Lenella M Lacke Deputy

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Definitions. For all purposes of this Exhibit A, unless the context otherwise requires, the hereinafter-identified terms have the following meanings:

"Net Revenue Interest" or "NRI" means (i) with respect to a Unit for which a Net Revenue Interest is stated, that interest in the applicable Hydrocarbons (as defined in the Mortgage) produced, saved and sold from such unitized area which is afforded to Grantor by virtue of its ownership of the Leases included in whole or in part in such area after deducting all burdens against the production therefrom, and (ii) with respect to a Well for which a Net Revenue Interest is stated, that interest in the applicable hydrocarbons produced, saved and sold from the Well which is afforded to Grantor by virtue of its ownership of the Lease (hereinafter defined) on which such Well is located after deducting all burdens against the production therefrom.

"Working Interest" or "WI" means (i) with respect to a Unit for which a Working Interest is stated, Grantor's share of the costs of operations conducted thereon, and (ii) with respect to a Well for which an Working Interest is stated, Grantor's share of costs of the operation thereof.

"Overriding Royalty Interest" means (i) with respect to a Unit for which an Overriding Royalty Interest is stated, that interest in the applicable Hydrocarbons (as defined in the Mortgage) produced, saved, and sold from such unitized area which is afforded to Grantor by virtue of its ownership of such expense-free interest in the Leases included in whole or in part in such area after deducting landowner royalties and any other burdens to which such interest may be subject, and (ii) with respect to a Well for which an Overriding Royalty Interest is stated, that interest in the applicable Hydrocarbons produced, saved and sold from the Well which is afforded to Grantor by virtue of its ownership of such expense-free interest in the Lease (hereinafter defined) on which such Well is located after deducting landowner royalties and any other burdens to which such interest may be subject.

"Well" means a well producing or capable of producing oil and/or gas that is described or referred to in this Exhibit A.

"Unit" means a unit, pool, or communitized area described or referred to in this Exhibit A.

"After Payout" or "APO" specifies the Net Revenue Interest and the Working Interest of Grantor after the occurrence of a particular event, such as payout of certain costs with respect to a Well or Wells, as described in a Lease, assignment or assignments thereof, or one or more of the agreements to which the affected property is subject as shown in this Exhibit A.

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"Before Payout" or "BPO" specifies the Net Revenue Interest and the Working Interest of Grantor before the occurrence of a particular event, such as payout of certain costs with respect to a Well or Wells, as described in a Lease, assignment or assignments thereof, or one or more of the agreements to which the affected property is subject as shown in this Exhibit A.

"Permitted Encumbrances" shall mean (i) minor irregularities in title which do not (a) materially interfere with the occupation, use and enjoyment by Grantor of any of the Mortgaged Properties in the normal course of business as presently conducted, or (b) materially impair the value thereof for such Mortgaged Properties, (ii) all interests in the Mortgaged Properties securing obligations owed to, or claimed by, any Person other than Noteholder, whether such interest is based on the common law, statute or contract, and whether such interest includes liens or security interests arising by virtue of mortgage, encumbrance, pledge, security agreement, conditional sale or trust receipt or lease, consignment or bailment for security purposes, so long as each said interest has been expressly consented to by Noteholder in writing, (iii) Liens of landlords, vendors, carriers, warehousemen, mechanics, laborers, operators, joint interest owners, taxing and other governmental authorities, materialmen and other similar liens arising by law, or otherwise arising in the ordinary course of business, in each case, for sums not yet due or being contested in good faith by appropriate action promptly initiated and diligently conducted, if such reserve as shall be required by generally accepted accounting principles shall have been made therefor, and (iv) specific exceptions and encumbrances affecting each of the Mortgaged Properties as described in this Exhibit INSOFAR ONLY as said exceptions and encumbrances are valid and subsisting and are enforceable against the particular Lease which is made subject to said exceptions and encumbrances are valid and subsisting and are enforceable against the particular Lease which is made subject to said exception and encumbrance.

Format of Description. The format of the description is as follows:

With respect to each Lease, the description includes the Lease, the date, the Lessor, the Lessee, the recording information, the governmental or state serial number assigned to the lease (if applicable), and a description of the lands covered by the Lease. If the recorded instrument is a short form of memorandum of a Lease, the term "Lease" shall be deemed to include all of the terms and provisions of the Lease referred to in such short form or memorandum. Certain property descriptions are in abbreviated to Sections, Townships, and Ranges. In such descriptions, the following terms may be abbreviated as follows:

Northwest Quarter--NW, NW/4, or NW/4;
Southwest Quarter--SW, SW/4, or SW/4;
Southeast Quarter--SE, SE/4, or SE/4;
Northeast Quarter--NE, NE/4, or NE/4;

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The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 1-30-2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Loudla M Lacke Deputy

207

North Half--N/2 or N/2;
South Half--S/2 or S/2;
East Half--E/2 or E/2;
West Half--W/2 or W/2;

The applicable Section, Township, and Range may be identified by a series of three numbers, each separated by a dash, with the first number being the Section number, the second number being the Township number, and the third number being the Range number. The Township and Range numbers are followed by an N, S, E, or W to indicate whether the Township or Range is North, South, East, or West, respectively; e.g., T-2S, R-3W. Certain descriptions merely refer to the subdivision or survey in which the property is located in whole or in part. In such cases, the recorded Leases and any amendments thereof and any other recorded instruments affecting Grantor's title more particularly describe the land within such subdivision or survey in which Grantor owns an interest, and the descriptions contained in such instruments are incorporated herein by this reference. In the case of certain federal and state leases, the interests set forth may be in the nature of either record, title or operating rights. The land description does not necessarily signify that Grantor owns the entire interest in such Lease as to all of such Land or as to all depth intervals. The statement of an Working Interest and a Net Revenue Interest for a Well or Unit does not necessarily signify that Grantor owns the same applicable Lease or leases as to the areas or depth intervals not attributable to the Well or Unit.

The statement of a Working Interest and a Net Revenue Interest with respect to a Well or Wells signifies that Grantor owns that Working Interest and Net Revenue Interest in the Well or Wells with respect to the intervals in which the Well or Wells are currently completed, and excludes a unitized area or formation, if any, included within a Unit which is also described in this Exhibit A.

Each Well or Unit with respect to which the Working Interest and Net Revenue Interest of Grantor is stated is described as follows: (i) each well is described by reference to the Well name given to the Well in Grantor's records, which may or may not be the name stated in the records of the applicable state or federal regulatory authority, and (ii) each Unit is described by the name by which such Unit is referred to in Grantor's records, which may or may not be the name used (if a name is used) in the instrument creating such Unit.

The matters to which any Lease, well or Unit described in this Exhibit A are stated to be subject within a given Prospect may burden any Lease, Well, or Unit described in this Exhibit within the same Prospect.

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 1-30-2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Lanella M Lacks Deputy

208

0005058

OR 538 209

Exhibit A

A. Well Name: **Jesse Moore Well No. 11-H**
WI 73.12500% **NRI 60.73500%**

Oil, Gas and Mineral Lease dated November 7, 1973, from Jesse B. Moore, as Lessor, to Jack B. Brogdon, as Lessee, recorded in Volume 15, Page 164 of the Oil and Gas Lease Records of Burleson County, Texas, INSOFAR and ONLY INSOFAR as said lease covers 992.17 acres, more or less, out of the Phillip Singleton Survey, Abstract No. 56, in said county, as to all depths thereunder, consisting of three (3) tracts of approximately 561.30 acres, 310.00 acres and 120.87 acres, and being the same three (3) tracts more particularly described as Tracts 1, 2 and 3 in that certain Partition Deed dated April 7, 1953, by and among Harry E. Cagle, R. F. Smith and A. B. Smith, recorded in Volume 116, Page 633 of the Deed Records of Burleson County, Texas.

B. Unit Name: **Robert Moore Unit No. 1A-H**
WI 73.29000% **NRI 56.25000%**

1. Oil, Gas and Mineral Lease dated July 20, 1977, from Robert T. Moore, Individually and as Trustee, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 27, Page 351 of the Oil and Gas Lease Records of Brazos County, Texas;

2. Oil, Gas and Mineral Lease dated August 22, 1990, from Elizabeth Hohlt Pecore, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 435 of the Oil and Gas Lease Records of Burleson County, Texas;

3. Oil, Gas and Mineral Lease dated August 22, 1990, from Joan Hohlt Wich, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 431 of the Oil and Gas Lease Records of Burleson County, Texas;

4. Oil, Gas and Mineral Lease dated August 22, 1990, from Frederic A. Fleming, Jr., as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 427 of the Oil and Gas Lease Records of Burleson County, Texas;

5. Oil, Gas and Mineral Lease dated August 22, 1990, from Robert S. Fleming, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 423 of the Oil and Gas Lease Records of Burleson County, Texas;

6. Oil, Gas and Mineral Lease dated August 22, 1990, from TRAAC Company, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 439 of the Oil and Gas Lease Records of Burleson County, Texas;

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 1-30-2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Lovella M Lacke Deputy

10-3

7. Oil and Gas Lease (State Lease No. M-95092) dated October 6, 1992, from the State of Texas, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 209, Page 683 of the Oil and Gas Lease Records of Burleson County, Texas;

8. Oil and Gas Lease (State Lease No. M-96403) dated April 4, 1995, from the State of Texas, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 241, Page 714 of the Oil and Gas Lease Records of Burleson County, Texas; and

9. Oil and Gas Lease (State Lease No. M-96580) dated June 6, 1995, from the State of Texas, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 2443, Page 15 of the Official Records of Brazos County, Texas, and in Volume 245, Page 575 of the Oil and Gas Lease Records of Burleson County, Texas;

INSOFAR and ONLY INSOFAR as said leases cover 960.00 acres, more or less, in Burleson and Brazos Counties, Texas, as to all depths thereunder, and being the same lands described in Exhibit "B" attached to Designation of Unit dated August 21, 1995, but effective July 1, 1995, executed by Seneca Resources Corporation, et al., a counterpart of which is recorded in Volume 2423, Page 299 of the Official Records of Brazos County, Texas.

C. Unit Name: **Robert T. Moore Estate No. 6-H Unit**
WI 75.00000% NRI 56.99302%

1. Oil, Gas and Mineral Lease dated July 20, 1977, from Robert T. Moore, Individually and as Trustee, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 27, Page 351 of the Oil and Gas Lease Records of Brazos County, Texas, as amended by Amendment and Ratification dated November 4, 1977, recorded in Volume 386, Page 265 of the Deed Records of said county; and

2. Oil, Gas and Mineral Lease dated July 15, 1977, from Harry H. Moore, et ux., as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 27, Page 356 of the Oil and Gas Lease Records of Brazos County, Texas, as amended by instrument dated November 22, 1977, recorded in Volume 386, Page 260 of the Deed Records of said county;

INSOFAR and ONLY INSOFAR as said leases cover 704.00 acres, more or less, out of the Walter Sutherland Survey, Abstract No. 55, in said county, as to all depths thereunder, and being the same lands described in Exhibit "B" attached to Dissolution and Designation of Gas Unit dated November 17, 1992, executed by GRH (Oil and Gas) Limited, et al., a counterpart of which is recorded in Volume 1665, Page 48 of the

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 1-30-2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Lorella M Lahr Deputy

Official Records of said county.

3. Oil, Gas and Mineral Lease dated July 20, 1977, from Robert T. Moore, Individually and as Trustee, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 27, Page 351 of the Oil and Gas Lease Records of Brazos County, Texas, as amended by Amendment and Ratification dated November 4, 1977, recorded in Volume 386, Page 265 of the Deed Records of said county, INSOFAR and ONLY INSOFAR as said lease covers 747.54 acres, more or less, out of the Jas. D. Millican Survey, Abstract No. 41, in said county, as to all depths thereunder, and being the same lands described in Exhibit "B" attached to Designation of Unit dated February 12, 1996, executed by Seneca Resources Corporation, recorded in Volume 2535, Page 179 of the Official Records of Brazos County, Texas.

D. Unit Name: **Rubenstein Unit No. 1-H**
WI 72.16500% **NRI 59.61000%**

1. Oil and gas lease dated November 7, 1973, from Jesse B. Moore, as Lessor, to Jack B. Brogdon, as Lessee, recorded in Volume 15, Page 164 of the Oil and Gas Lease Records of Burleson County, Texas;

2. Oil and gas lease dated August 3, 1978, from Beatrice Rubenstein, as Lessor, to NAPECO INC., as Lessee, recorded in Volume 24, Page 511 of the Oil and Gas Lease Records of Burleson County, Texas; and

3. Oil and gas lease dated May 25, 1979, from William T. Dobbins, as Lessor, to Dov Amir, et al., as Lessee, recorded in Volume 40, Page 142 of the Oil and Gas Lease Records of Burleson County, Texas;

INSOFAR and ONLY INSOFAR as said leases cover 728.624 acres, more or less, as to all depths thereunder, consisting of three (3) tracts of 200.454 acres, 266.000 acres and 262.170 acres as more particularly described as follows: (i) 200.454 acres out of the J. B. Chance Survey, Abstract No. 9, in Burleson County, Texas, and being the same lands described as Tract Four (4) in deed dated August 14, 1968, from Margaret Sayles Easley, et al., to Jesse B. Moore, recorded in Volume 173, Page 253 of the Deed Records of said county, (ii) 266.000 acres, and being the same lands described in lease (2) above, and (iii) 262.170 acres, and being the same lands described in lease (3) described above.

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 1-30-2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Lonella M Laehr Deputy

0005058

OR 538 212

E. Well Name: **Mabel Wilkin #1**
WI 75.00000% NRI 59.40750%

Oil and gas lease dated January 3, 1979, from Mabel Wilkins, as Lessor, to NAPECO INC., as Lessee, recorded in Volume 24, Page 499 of the Oil and Gas Lease Records of Burleson County, Texas, INSOFAR and ONLY INSOFAR as said lease covers 640.00 acres out of the James Fisher Survey, Abstract No. 23, in said county, as to all depths thereunder, said land being a part of that certain 3,465.50-acre tract described in Deed dated January 29, 1940, from Lillian Wilkin Fleming to Marion Wilkin Holt, et al., recorded in Volume 83, Page 491 of the Deed Records of said county, and said 640.00-acre tract being in the form of a rectangle bounded on the North, West and South by the corresponding North, West and South lines of said 3,465.50-acre tract and on the East by a line drawn from the North line of said 3,465.50-acre tract to the South line thereof and parallel to and a sufficient distance from the West line thereof so as to enclose exactly 640.00 acres, and being the same 640.00-acre tract described in that certain Partial Assignment of Oil and Gas Lease dated June 24, 1980, from NAPECO INC. to Dov Amir, et al., recorded in Volume 42, Page 724 of the Oil and Gas Lease Records of said county.

F. Well Names: **Mabel Wilkin Wells Nos. 4H and 6-H**
WI 75.00000% NRI 59.40750%

Oil and gas lease dated January 3, 1979, from Mabel Wilkins, as Lessor, to NAPECO INC., as Lessee, recorded in Volume 24, Page 499 of the Oil and Gas Lease Records of Burleson County, Texas, INSOFAR and ONLY INSOFAR as said lease covers 640.00 acres out of the James Fisher Survey, Abstract No. 23, in said county, as to all depths thereunder, said land being a part of that certain 3,465.50-acre tract described in Deed dated January 29, 1940, from Lillian Wilkin Fleming to Marion Wilkin Holt, et al., recorded in Volume 83, Page 491 of the Deed Records of said county, and said 640.00-acre tract being in the form of a rectangle bounded on the North and the South by the corresponding North and South lines of said 3,465.50-acre tract, on the West by the East line of the lands described in that certain Partial Assignment of Oil and Gas Lease dated August 18, 1981, from NAPECO INC. to Dov Amir, et al., recorded in Volume 69, Page 804 of the Oil and Gas Lease Records of said county, and on the East by a line drawn from the North line of said 3,465.50-acre tract to the South line thereof and parallel to and a sufficient distance from the West line thereof so as to enclose exactly 640.00 acres.

Filed for Record in:
Burleson County
On: Dec 29,2000 at 08:59AM
As a Official Public Records
Document Number: 0005058
Amount 63.00
Receipt Number - 13892
By, Lou Loehr

STATE OF TEXAS COUNTY OF BURLESON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Burleson County
as stamped hereon by me.
Dec 29,2000

Honorable Anna L. Schielack, County Clerk
Burleson County

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 1-30-2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Louella M. Loehr Deputy

File No. MF095092

Assignment

Date Filed: 7/5/01

By David Dewhurst, Commissioner

TEXAS GENERAL LAND OFFICE
JERRY PATTERSON, COMMISSIONER

March 24, 2005

Paul R. Hammon
Paul R. Hammon Attorney at Law
1000 Louisiana, Suite 600
Houston, TX 77002

RE: Assignment filing; GLO ID 5004

Dear Mr. Hammon,

The General Land Office received the following instrument(s) and has filed them in the appropriate files. Please see attached "Exhibit A" for reference.

> Assignment of Oil, Gas and Mineral Leases, executed January 10, 2005, from SE Clay #1, LLC; NE Clay Phase I, LLC; Crawford Energy, Inc.; Hughes Energy Investments, LLC; Thomas J. Hughes AEH Energy, LLC; Explorer Investments, LLC; Katherine Temple Hughes; Thomas J. Hughes and James Barefoot, as Assignors, to Hawk Energy, LLC, as Assignee. Instrument filed in Burleson and Brazos Counties, MF095092, MF096403, MF096480.

Filing fees of $200.00 were received in connection with the above lease. If you have any questions, please feel free to call me at (800) 998-4GLO, or at my direct number at (512) 463-6521.

Sincerely,

Beverly Boyd

Beverly Boyd
Mineral Leasing
Energy Resources
512-463-6521

Exhibit "A"

GLO ID	*County*	*Lease*
5004	*Burleson/Brazos*	MF095092
5004	*Burleson/Brazos*	MF096403
5004	*Burleson/Brazos*	MF096580

5004

Doc 00000261 Bk OR Vol 651 Pg 408

1/10/05

ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

MF 095092
096403
096580

STATE OF TEXAS §
§
COUNTIES OF WASHINGTON, BRAZOS, §
MADISON, KARNES, BURLESON AND §
DEWITT §

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, SE Clay #1, L.L.C., and NE Clay Phase I, L.L.C., Texas limited liability companies, Crawford Energy, Inc., a Texas corporation, Hughes Energy Investments, L.L.C., a Texas limited liability company, Thomas J. Hughes, an individual, AEH Energy, L.L.C., a Texas limited liability company, Explorer Investments, L.L.C., a Texas limited liability company, Katherine Temple Hughes, acting by her agent-in-fact, Thomas J. Hughes, and James Barefoot, an individual, all of whom with an address in c/o Crawford Energy, Inc., 770 S. Post Oak Lane, Suite 520, Houston, Texas, 77056, (hereafter collectively referred to as "Assignor"), does hereby ASSIGN, TRANSFER and CONVEY unto Hawk Energy, L.L.C., a Texas limited liability company, with an address at 770 S. Post Oak Lane, Suite 520, Houston, Texas, 77056 (hereafter referred to as "Assignee"), all of the right, title and interest of Assignor in the oil and gas leases and pooled units described hereinafter on Exhibit "A" attached hereto (the "Assigned Leases").

AND, FOR LIKE CONSIDERATION, Assignor conveys to Assignee, a like interest in all of Assignor's right, title and interest in and to all personal property, easements, permits, and rights-of-way, situated on or used or useful or held for future use in connection with the exploration, development or operation of the Assigned Leases and any unitized area which includes any of the Assigned Leases, including all wells, casing, tubing, tanks, separators, rods, pumps, flowlines, buildings, fixtures, power lines, roads and other appurtenances used or useful in connection with the Assigned Leases.

Assignor covenants with and warrants to Assignee, its successors and assigns, both as of the date hereof and as of the effective date:

1. That Assignor is the lawful owner, legal or equitable, of the Assigned Leases;

2. That Assignor has the good, right and authority to convey the Assigned Leases, together with the equivalent interest of Assignor's rights incident or appurtenant thereto;

3. That Assignor will execute such further or necessary documents or conveyances as may be required by Assignee to perfect title to the interests herein assigned; and

4. That said assignment is made with special warranty of title by, through and under Assignor, but not otherwise.

The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nicole Ann Turner Deputy

50.51.2

This document may be executed in any number of counterparts, each of which shall be considered an original for all purposes. In the event this document is counterparted, original signature pages may be combined to form one instrument.

This assignment is dated this 10 day of January, 2005.

ASSIGNORS:

SE CLAY #1, L.L.C.

A. Gail Crawford, Administrative Manager

NE CLAY PHASE I, L.L.C.

A. Gail Crawford, Administrative Manager

CRAWFORD ENERGY, INC.

A. Gail Crawford, President

HUGHES ENERGY INVESTMENTS, LLC

Thomas J. Hughes, Manager

Thomas J. Hughes, individually

AEH ENERGY, L.L.C.

Mike Hill, Manager

EXPLORER INVESTMENTS, L.L.C.

Daniel C. Crawford, Manager

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Vicki Ann Turner Deputy

Katherine Temple Hughes, by Thomas J. Hughes, Agent-in Fact

James Barefoot

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 10, 2005, by A. Gail Crawford, Administrative Manager of SE Clay #1, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

PATTI WAUGHTEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 1, 2006

By: _____
Notary Public in and for
The State of T E X A S

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 10, 2005, by A. Gail Crawford, Administrative Manager of NE Clay Phase I, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

PATTI WAUGHTEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 1, 2006

By: _____
Notary Public in and for
The State of T E X A S

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

SU·ST·2

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 10, 2005, by A. Gail Crawford, President of Crawford Energy, Inc., a Texas corporation, on behalf of said corporation.

PATTI WAUGHTEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 1, 2006

By: Patti Waughtel
Notary Public in and for
The State of T E X A S

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 10, 2005, by Thomas J. Hughes, individually and as Manger of Hughes Energy Investments, LLC, a Texas limited liability company, on behalf of said limited liability company.

PATTI WAUGHTEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 1, 2006

By: Patti Waughtel
Notary Public in and for
The State of T E X A S

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 10, 2005, by Mike Hill, Manager of AEH Energy, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

PATTI WAUGHTEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 1, 2006

By: Patti Waughtel
Notary Public in and for
The State of T E X A S

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 10, 2005, by Daniel C. Crawford, Manager of Explorer Investments, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Wolf Ann Turner Deputy

50.50

PATTI WAUGHTEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 1, 2006

By: _____
Notary Public in and for
The State of T E X A S

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 10, 2005, by Thomas J. Hughes, agent-in-fact for Katherine Temple Hughes, on behalf of said Katherine Temple Hughes.

PATTI WAUGHTEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 1, 2006

By: _____
Notary Public in and for
The State of T E X A S

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 10, 2005, by James Barefoot.

PATTI WAUGHTEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 1, 2006

By: _____
Notary Public in and for
The State of T E X A S

CEI-037.A01

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By _____ Deputy

9.9T.2

EXHIBIT "A"

A. WELL NAME: JESSE MOORE WELL NO. 11-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA DATED: 6/1/80
JOA DATED: 12/05/00
WI: .5066875
NRI: .39598748

Oil, Gas and Mineral Lease dated November 7, 1973, from Jesse B. Moore, as Lessor, to Jack B. Brogdon, as Lessee, recorded in Volume 15, Page 164 of the Oil and Gas Lease Records of Burleson County, Texas, INSOFAR and ONLY INSOFAR as said lease covers 992.17 acres, more or less, out of the Phillip Singleton Survey, Abstract No. 56, in said county, as to all depths thereunder, consisting of three (3) tracts of approximately 561.30 acres, 310.00 acres and 120.87 acres, and being the same three (3) tracts more particularly described as Tracts 1, 2 and 3 in that certain Partition Deed dated April 7, 1953, by and among Harry E. Cagle, R. F. Smith and A. B. Smith, recorded in Volume 116, Page 633 of the Deed Records of Burleson County, Texas.

B. UNIT NAME: ROBERT MOORE UNIT NO. 1A-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA DATED: 6/1/80
JOA DATED: 12/05/00
WI: .49457226
NRI: .37887888

1. Oil, Gas and Mineral Lease dated July 20, 1977, from Robert T. Moore, Individually and as Trustee, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 27, Page 351 of the Oil and Gas Lease Records of Brazos County, Texas;

2. Oil, Gas and Mineral Lease dated August 22, 1990, from Elizabeth Hohlt Pecore, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 435 of the Oil and Gas Lease Records of Burleson County, Texas;

3. Oil, Gas and Mineral Lease dated August 22, 1990, from Joan Hohlt Wich, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 431 of the Oil and Gas Lease Records of Burleson County, Texas;

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

3.5.5

4. Oil, Gas and Mineral Lease dated August 22, 1990, from Frederic A. Fleming, Jr., as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 427 of the Oil and Gas Lease Records of Burleson County, Texas;

5. Oil, Gas and Mineral Lease dated August 22, 1990, from Robert S. Fleming, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 423 of the Oil and Gas Lease Records of Burleson County, Texas;

6. Oil, Gas and Mineral Lease dated August 22, 1990, from TRAAC Company, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 439 of the Oil and Gas Lease Records of Burleson County, Texas;

7. Oil and Gas Lease (State Lease No. M-95092) dated October 6, 1992, from the State of Texas, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 209, Page 683 of the Oil and Gas Lease Records of Burleson County, Texas;

8. Oil and Gas Lease (State Lease No. M-96403) dated April 4, 1995, from the State of Texas, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 241, Page 714 of the Oil and Gas Lease Records of Burleson County, Texas; and

9. Oil and Gas Lease (State Lease No. M-96580) dated June 6, 1995, from the State of Texas, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 2443, Page 15 of the Official Records of Brazos County, Texas, and in Volume 245, Page 575 of the Oil and Gas Lease Records of Burleson County, Texas;

INSOFAR and ONLY INSOFAR as said leases cover 960.00 acres, more or less, in Burleson and Brazos Counties, Texas, as to all depths thereunder, and being the same lands described in Exhibit "B" attached to Designation of Unit dated August 21, 1995, but effective July 1, 1995, executed by Seneca Resources Corporation, et al., a counterpart of which is recorded in Volume 2423, Page 299 of the Official Records of Brazos County, Texas.

C. UNIT NAME: ROBERT T. MOORE ESTATE NO. 4-H - 6-H ENLARGED UNIT
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 12/05/00
WI: .5000
NRI: .38185316

1. Oil, Gas and Mineral Lease dated July 20, 1977, from Robert T. Moore, Individually and as Trustee, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 27, Page 351 of the Oil and Gas Lease Records of Brazos County,

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

Texas, as amended by Amendment and Ratification dated November 4, 1977, recorded in Volume 386, Page 265 of the Deed Records of said county; and

2. Oil, Gas and Mineral Lease dated July 15, 1977, from Harry H. Moore, et ux., as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 27, Page 356 of the Oil and Gas Lease Records of Brazos County, Texas, as amended by instrument dated November 22, 1977, recorded in Volume 386, Page 260 of the Deed Records of said county;

INSOFAR and ONLY INSOFAR as said leases cover 1451.54 acres, more or less, out of the Walter Sutherland Survey, Abstract No. 55 and the James D. Millican Survey, A-41, Brazos County, Texas, as to all depths thereunder, and being the same lands described in Voluntary Pooling Agreement dated effective December 31, 2000, which is recorded in Volume 4132, Page 243 of the Official Records of said county.

D. UNIT NAME: RUBENSTEIN UNIT NO. 1-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA DATED: 6/1/80
JOA DATED: 12/05/00
WI: .48812975
NRI: .40488159

1. Oil and Gas Lease dated November 7, 1973, from Jesse B. Moore, as Lessor, to Jack B. Brogdon, as Lessee, recorded in Volume 15, Page 164 of the Oil and Gas Lease Records of Burleson County, Texas;

2. Oil and Gas Llease dated August 3, 1978, from Beatrice Rubenstein, as Lessor, to NAPECO INC., as Lessee, recorded in Volume 24, Page 511 of the Oil and Gas Lease Records of Burleson County, Texas; and

3. Oil and Gas Lease dated May 25, 1979, from William T. Dobbins, as Lessor, to Dov Amir, et al., as Lessee, recorded in Volume 40, Page 142 of the Oil and Gas Lease Records of Burleson County, Texas;

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

INSOFAR and ONLY INSOFAR as said leases cover 728.624 acres, more or less, as to all depths thereunder, consisting of three (3) tracts of 200.454 acres, 266.000 acres and 262.170 acres as more particularly described as follows: (i) 200.454 acres out of the J. B. Chance Survey, Abstract No. 9, in Burleson County, Texas, and being the same lands described as Tract Four (4) in deed dated August 14, 1968, from Margaret Sayles Easley, et al., to Jesse B. Moore, recorded in Volume 173, Page 253 of the Deed Records of said county, (ii) 266.000 acres, and being the same lands described in lease (2) above, and (iii) 262.170 acres, and being the same lands described in lease (3) described above.

E. WELL NAME: MABEL WILKIN NO. 1
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 12/05/00
WI: .5000
NRI: .3980197

Oil and gas lease dated January 3, 1979, from Mabel Wilkins, as Lessor, to NAPECO INC., as Lessee, recorded in Volume 24, Page 499 of the Oil and Gas Lease Records of Burleson County, Texas, INSOFAR and ONLY INSOFAR as said lease covers 640.00 acres out of the James Fisher Survey, Abstract No. 23, in said county, as to all depths thereunder, said land being a part of that certain 3,465.50-acre tract described in Deed dated January 29, 1940, from Lillian Wilkin Fleming to Marion Wilkin Holt, et al., recorded in Volume 83, Page 491 of the Deed Records of said county, and said 640.00-acre tract being in the form of a rectangle bounded on the North, West and South by the corresponding North, West and South lines of said 3,465.50-acre tract and on the East by a line drawn from the North line of said 3,465.50-acre tract to the South line thereof and parallel to and a sufficient distance from the West line thereof so as to enclose exactly 640.00 acres, and being the same 640.00-acre tract described in that certain Partial Assignment of Oil and Gas Lease dated June 24, 1980, from NAPECO INC. to Dov Amir, et al., recorded in Volume 42, Page 724 of the Oil and Gas Lease Records of said county.

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

F. WELL NAMES: MABEL WILKIN WELL NOS. 4-H AND 6-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 12/05/00

WILKIN NO. 4	WILKIN NO. 6
WI: .5000	WI: .5000
NRI: .35816211	NRI: .39801964

Oil and gas lease dated January 3, 1979, from Mabel Wilkins, as Lessor, to NAPECO INC., as Lessee, recorded in Volume 24, Page 499 of the Oil and Gas Lease Records of Burleson County, Texas, INSOFAR and ONLY INSOFAR as said lease covers 640.00 acres out of the James Fisher Survey, Abstract No. 23, in said county, as to all depths thereunder, said land being a part of that certain 3,465.50-acre tract described in Deed dated January 29, 1940, from Lillian Wilkin Fleming to Marion Wilkin Holt, et al., recorded in Volume 83, Page 491 of the Deed Records of said county, and said 640.00-acre tract being in the form of a rectangle bounded on the North and the South by the corresponding North and South lines of said 3,465.50-acre tract, on the West by the East line of the lands described in that certain Partial Assignment of Oil and Gas Lease dated August 18, 1981, from NAPECO INC. to Dov Amir, et al., recorded in Volume 69, Page 804 of the Oil and Gas Lease Records of said county, and on the East by a line drawn from the North line of said 3,465.50-acre tract to the South line thereof and parallel to and a sufficient distance from the West line thereof so as to enclose exactly 640.00 acres.

G. BARNHART-MAYFAIR UNIT
PURCHASER GAS: ETC
PURCHASER OIL: TEXON
JOA: 6/18/82
WI: .469
NRI: .376875

1. Oil, Gas and Mineral Lease dated December 10, 1996, from Claudia Barnhart, by Alice Barnhart Hoelscher, Attorney-in-Fact, as Lessor, to Menard Energy Corp., as Lessee, recorded in Volume 257, Page 800, Oil and Gas Records, Burleson County, Texas.

2. Oil and Gas Lease dated February 16, 1979, from Houston Corporation, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 376, Page 44, Official Records, Washington County, Texas.

3. Oil and Gas Lease dated February 1, 1993, from Houston Corporation, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 697, Page 887, Official Records, Washington County, Texas.

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

INSOFAR as said leases cover those certain tracts of land situated within the Barnhart-Mayfair Unit dated December 10, 2001, filed in Volume 1019, Page 394, Official Public Records of Washington County, Texas, and Volume 564, Page 462, Official Records of Burleson County, Texas, and specifically including the Clay No. 2 and Clay No. 3 Wells located thereon.

H. BIG CREEK 1-H WELL - Brazos County, Texas
PURCHASER GAS: ETC
PURCHASER OIL: TEXON
JOA:
WI: .31280625
NRI: .25893092

Oil and Gas Lease dated September 7, 2000, from Thomas Brooks Moore, et al., as Lessors, to Daystar Resources, Ltd., as Lessee, covering 1,303.6890 acres of land, more or less, situated out of the Robert Millican Survey, recorded in Vol. 3959, Page 209, Official Public Records of Brazos County, Texas.

I. VILAS-MOORE NO. 1 UNIT - Brazos County, Texas
PURCHASER GAS: DUKE
PURCHASER OIL: TEXON
JOA: 1/1/96 Joint Exploration and Development Agreement
WI: .3618
NRI: .28875707

1. Oil, Gas and Mineral Lease dated December 15, 1992, corrected by Correction of and Amendment to Oil and Gas Lease dated January 25, 1993, but effective December 15, 1992, between Jean Walton Vilas, joined pro forma by her husband, John R. Vilas, and John Walton Vilas, as Lessors, and Shield Petroleum Incorporated, as Lessee, a Memorandum of Lease is recorded in Volume 1672, Page 346, and Memorandum of Correction of and Amendment to Oil and Gas Lease is recorded in Volume 1778, Page 72, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

2. Oil and Gas Lease dated May 24, 1993, between Thomas Brooks Moore, R. Michael Moore, and Grace Moore Payne, as Lessors, and Shield Petroleum Incorporated, as Lessee, recorded in Vol. 1807, Page 144, and re-recorded in Vol. 1886, Page 20, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

3. Oil and Gas Lease dated May 12, 1993, between William S. Thornton, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1855, Page 161, of the Real

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nedra Ann Turner Deputy

Property Records of Brazos County, Texas, to which reference is here made for all purposes.

4. Oil and Gas Lease dated May 12, 1993, between Billy M. Payne, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1855, Page 156, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

5. Oil and Gas Lease dated May 12, 1993, between John M. Lawrence III, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1855, Page 151, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

6. Oil and Gas Lease dated May 12, 1993, between Lucille Dougherty, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1855, Page 146, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

7. Oil and Gas Lease dated May 12, 1993, between Jay Don Watson, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1855, Page 166, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

8. Oil and Gas Lease dated May 12, 1993, between Mills Prentice Walker Trust, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1870, Page 231, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

INCLUDING, BUT NOT LIMITED TO THE BELOW DESCRIBED UNIT

All those lands included in the Vilas-Moore No. 1 Gas Unit, as designated in that certain Designation of Pooled Unit dated February 23, 1994, recorded in Volume 2043, Page 253, Real Property Records of Brazos County, Texas.

J. VILAS-WALTON NO. 1-H WELL - Brazos County, Texas
PURCHASER GAS: DUKE
PURCHASER OIL: TEXON
JOA: 1/1/96 Joint Exploration and Development Agreement
WI: .376875
NRI: .306525

Oil and Gas Lease dated February 16, 1994, a Memorandum of which is recorded in Vol. 2062, Page 139, from Jean Walton Vilas, et al., as Lessors, to Shield Petroleum Incorporated, as Lessee, INSOFAR as said oil and gas lease covers 1,105.05 acres out of the Robert Millican Survey, A-42, Brazos County, Texas, said 1,105.05 acre tract being more particularly described in that certain Unit Designation dated April 10, 1996, recorded in Vol. 2578, Page 255. Reference is made to

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

said unit designation for a complete description of said 1,105.05 acre tract.

K. KATHLEEN O.L. #1-H UNIT - Brazos County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 4/19/95
WI: .01589106
NRI: .01114394

1. Oil and Gas Lease dated February 6, 1978, recorded in Vol. 30, Page 302, from William J. Terrell, Independent Executor and Trustee under the Will of J.P. Terrell, Deceased, et al., as Lessors, to Randall S. Shawell, as Lessee, as amended by instruments dated March 12, 1985, recorded in Vol. 776, Page 214; dated November 12, 1985, recorded in Vol. 844, Page 401; dated February 13, 1987, recorded in Vol. 953, Page 251; dated February 22, 1988, recorded in Vol. 1033, Page 184; dated February 15, 1989, recorded in Vol. 1104, Page 868; dated February 28, 1990, recorded in Vol. 1173, Page 288; dated March 4, 1991, recorded in Vol. 1245, Page 586; dated April 21, 1992, recorded in Vol. 1490, Page 150; dated February 2, 1993, recorded in Vol. 1728, Page 35; and dated February 26, 1994, recorded in Vol. 2056, Page 171.

2. Oil and Gas Lease dated July 15, 1977, recorded in Vol. 27, Page 356, from Harry H. Moore, et ux., as Lessors, to Randall S. Shawell, as Lessee, as amended by Amendment and Ratification dated November 22, 1977, recorded in Vol. 386, Page 260.

3. Oil and Gas Lease dated February 6, 1978, recorded in Vol. 30, Page 441, from Mary S. Terrell, as Lessor, to Randall S. Shawell, as Lessee, as amended by Instruments dated March 12, 1985, recorded in Vol. 776, Page 216; dated November 14, 1985, recorded in Vol. 844, Page 403, dated February 13, 1987, recorded in Vol. 953, Page 262; dated February 23, 1988, recorded in Vol. 1033, Page 181; dated February 15, 1989, recorded in Vol. 1104, Page 861; dated February 28, 1990, recorded in Vol. 1173, Page 291; dated March 4, 1991, recorded in Vol. 1245, Page 583; dated April 21, 1992, recorded in Vol. 1489, Page 291; dated February 2, 1993, recorded in Vol. 1728, Page 38; and dated February 26, 1994, recorded in Vol. 2056, Page 168.

INCLUDING, BUT NOT LIMITED TO 1042.80 acres out of the Robert Millican Survey, Abstract No. 42, Brazos County, Texas, from the stratigraphic equivalent of 100 feet above the top of the Austin Chalk Formation down to the base of the Edwards Formation, said 1042.80 acre tract being more Particularly described in that certain Designation of Pooled Unit, Kathleen O.L. #1-H Well dated May 4, 1995, recorded in Vol. 2346, Page 60. Reference is made to said Designation of Pooled Unit for a complete description of said 1042.80 acre tract.

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

L. WESTLANDS #1-H UNIT - Brazos County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 9/13/94
WI: .0202005
NRI: .01515037

1. Oil and Gas Lease dated February 6, 1978, recorded in Vol. 30, Page 294, from First National Bank of Navasota, Navasota, Texas, Trustee under Irrevocable Trust Agreement by Kathleen Blackshear, as Lessor, to Randall S. Shawell, as Lessee, as amended by instruments dated March 14, 1988, recorded in Vol. 1036, Page 115; dated May 5, 1983, recorded in Vol. 86, Page 369; and dated September 28, 1994, recorded in Vol. 2217, Page 149.

2. Oil and Gas Lease dated April 26, 1983, recorded in Vol. 672, Page 584, from T.T. Walton Sr. Trust, acting by and through First Bank & Trust of Bryan, Texas, Mrs. Gladys Ewing Walton, Frank C. Bolton, Jr., Trustees, et al., as Lessor, to Dov Amir and Louis Erlich, as Lessees, as amended by amendments dated March 9, 1988, recorded in Vol. 1036, Page 117; dated November 7, 1994, recorded in Vol. 2239, Page 128; and in Vol. 2297, Page 231.

3. Oil and Gas Lease dated April 26, 1983, recorded in Vol. 86, Page 362, from William J. Terrell, et ux., as Lessor, to Daleco Resources, as Lessee, as amended and ratified by instruments dated February 15, 1989, recorded in Vol. 1104, Page 871 and dated September 28, 1994, recorded in Vol. 2217, Page 147.

4. Oil and Gas Lease dated February 6, 1978, recorded in Vol. 30, Page 302, from William J. Terrell, Independent Executor and Trustee under the Will of J.P. Terrell, Deceased, et al., as Lessor, to Randall S. Shawell, as Lessee, as amended by amendment dated February 26, 1994, recorded in Vol. 2056, Page 171.

5. Oil and Gas Lease dated February 6, 1978, recorded in Vol. 30, Page 441, from Mary S. Terrell, as Lessor, to Randall S. Shawell, as Lessee, as amended by amendment dated February 26, 1994, recorded in Vol. 2056, Page 168.

INCLUDING, BUT NOT LIMITED TO 653.53 acres out of the Robert Millican Survey, Abstract No. 42, Brazos County, Texas, as to depths in and under such land below the stratigraphic equivalent of 100 feet above the top of the Austin Chalk Formation and above the stratigraphic equivalent of 100 feet below the base of the Austin Chalk Formation, said 653.53 acre tract being more particularly described in that certain Designation of Pooled Unit dated March 24, 1995, recorded in Vol. 2319, Page 241, Brazos County, Texas. References made to said Designation of Pooled Unit for a complete description of said 653.53 acre tract.

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

50.512

M. WALTON O.L. NO. 1-H WELL - Brazos County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 6/10/94 effective 11/14/95
WI: .09056557
NRI: .07285647

1. Oil and Gas Lease dated February 16, 1994, A memorandum of which is recorded in Vol. 2062, Page 139, from Jean Walton Vilas, et vir., et al., as Lessor, to Shield Petroleum Incorporated, as Lessee.

2. Oil and Gas Lease dated January 3, 1994, recorded in Vol. 2003, Page 276, from Thomas Brooks Moore, et al., as Lessor, to Shield Petroleum Incorporated, as Lessee, as corrected by instrument recorded in Vol. 2341, Page 78, and amended by instrument dated June 27, 1994, recorded in Vol. 2153, Page 27.

3. Oil and Gas Lease dated December 6, 1994, recorded in Vol. 2279, Page 344, from Pauline W. Buckley, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 39.

4. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 342, from Sellers Boynton Rogers, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 89.

5. Oil and Gas Lease dated December 6, 1994, recorded in Vol. 2279, Page 338, from Ralph H. Wallace, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2321, Page 208.

6. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 332, from Stell Rogers Campell, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 50.

7. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 330, from William H. Rogers, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 77.

8. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 334, from Clare Rogers Geuy, as Lessor, to Shield Petroleum Incorporated, as Lessee.

9. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2280, Page 1, from Lucy Shevenell, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 247.

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nicolette Turner Deputy

10. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 348, from Katharine Lindow, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2330, Page 87.

11. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 346, from Richard Hinton Rogers, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2321, Page 214.

12. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 311, from Edgar M. Guild, individually and as attorney-in-fact for Rosa Rogers Guild, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 34.

13. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 340, from Ruth Moses Easterly, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2307, Page 343.

14. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 336, from Leslie Rogers, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 83.

15. Oil and Gas Lease dated December 12, 1994, recorded in Vol. 2294, Page 312, from the Sons of the Republic of Texas, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2367, Page 346.

16. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2319, Page 56, from the University of Georgia Foundation, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 44.

Unit Lands

INCLUDING, BUT NOT LIMITED TO 795.85 acres out of the Robert Millican Survey, A-42, Brazos County, Texas, from the surface down to and including 100 feet below the base of the Georgetown Formation, said 795.85 acre tract as more particularly described in that certain Designation of Pooled Unit dated June 26, 1995, recorded in Vol. 2379, Page 146, reference to which Designation of Pooled Unit is made for a complete description of said 795.85 acre tract.

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Wolfgang Turner Deputy

N. MOORE NO. 1-H WELL - Brazos County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 6/10/94
WI: .0428924
NRI: .03848195

Oil, Gas and Mineral Lease dated May 24, 1993, recorded 1807 OR 144, re-recorded 1866 OR 20, Brazos County, Texas, from Thomas Brooks Moore, R. Michael Moore and Grace Moore Payne, as Lessors, to Shield Petroleum Incorporated, as Lessee, as amended by an instrument recorded at 2192 OR 70, Brazos County, Texas.

Unit Lands

INCLUDING, BUT NOT LIMITED TO 377.143 acres out of the E.M. Millican Survey, A-40, the Robert Millican Survey, A-42, and the H&B Whitesides Survey, A-56, Brazos County, Texas, being more particularly described in the plat and field notes attached to that certain Designation of Unit for the Moore O.L. No. 1-H Well executed October 26, 1995, recorded 2470 OR 217, Brazos County, Texas, from the surface down to and including 100 feet below the base of the Georgetown Formation and limited to gas and gas rights as defined in said Designation.

O. LN OIL UNIT - Madison County, Texas
PURCHASER OIL: TEXON
JOA: 2/12/88
WI: .49370625
NRI: .37203827

Lease No. 1

Date: May 23, 1988

Recorded: Vol. 345, Page 529, Deed Records

Lessor: G.J. Osborne, Jr.

Lessee: Shield Petroleum, Incorporated

Description: 71.7 acres, more or less, in the Simon Jones Survey, A-18, Madison County, Texas

Lease No. 2

Date: May 23, 1988

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nicolyn Ann Turner Deputy

90-91-2

Recorded: Vol. 345, Page 533, Deed Records

Lessor: Wallace Osborne

Lessee: Shield Petroleum, Incorporated

Description: 71.7 acres, more or less, in the Simon Jones Survey, A-18, Madison County, Texas

Lease No. 3

Date: May 23, 1988

Recorded: Volume 345, Page 537, Deed Records

Lessor: Lillian Nell Webb

Lessee: Shield Petroleum, Incorporated

Description: 71.7 acres, more or less, in the Simon Jones Survey, A-18, Madison County, Texas

Lease No. 4

Date: May 27, 1988

Recorded: Volume 345, Page 768, Deed Records

Lessor: Ellwood T. Barrett and N. Michael Hornsby

Lessee: Shield Petroleum, Incorporated

Description: 14.5 acres, more or less, in the Simon Jones Survey, A-18, Madison County, Texas

P. NEINAST NO 1-H UNIT - Washington County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 9/25/96
WI: .0644396
NRI: .04726917

Lease No. 1

Date: September 5, 1980

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

Recorded: 389 DR 455

Lessor: Valeska Hoffman, et al.

Lessee: Clayton W. Williams, Jr.

Description: 199.92 acres (Unit Tract 1

Lease No. 2

Date: November 2, 1979

Recorded: 385 DR 556

Lessor: Viola Koehn

Lessee: Clayton W. Williams, Jr.

Description: 14.71 acres (Unit Tract 2)

Lease No. 3

Date: May 4, 1984

Recorded: 477 OR 614

Lessor: Joe T. Shelton, et al.

Lessee: Clayton W. Williams, Jr.

Description: 55.35 acres (Unit Tract 3)

Lease No. 4

Date: June 1, 1984

Recorded: 480 OR 90

Lessor: Allen E. Neumann, et ux.

Lessee: Clayton W. Williams, Jr.

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nicolette Ann Turner Deputy

Description: 7.0 acres (Unite Tract 4)

Lease No. 5

Date: October 29, 1979

Recorded: 385 DR 191

Lessor: Florence E. Rau, et vir.

Lessee: Clayton W. Williams, Jr.

Description: 23.96 acres (Unit Tract 5)

Lease No. 6

Date: October 29, 1979

Recorded: 385 DR 101

Lessor: Mildred Neinast, et vir.

Lessee: Clayton W. Williams, Jr.

Description: 33.535 acres (Unit Tract 6)

Lease No. 7

Date: October 25, 1979

Recorded: 385 DR 99

Lessor: Harold W. Klingsporn

Lessee: Clayton W. Williams, Jr.

Description: 36.535 acres (Unit Tract 7)

Lease No. 8

Date: October 30, 1979

Recorded: 385 DR 194

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

90.51.2

Lessor: Herbert A. Wegner, et ux.

Lessee: Clayton W. Williams, Jr.

Description: 101.5 acres (Unit Tract 8); 35.35 acres (Unit Tract 15), and other lands.

Lease No. 9

Date: October 2, 1979

Recorded: 384 DR 340

Lessor: Cora Korth, et al.

Lessee: Clayton W. Williams, Jr.

Description: 90.082 acres (Unit Tract 9)

Lease No. 10

Date: September 18, 1996

Recorded: 838 OR 2

Lessor: Walter Korth, Jr., et ux.

Lessee: Shield Petroleum Incorporated

Description: 79.986 acres (Unit Tract 10)

Lease No. 11

Date: October 5, 1979

Recorded: 384 DR 345

Lessor: Ella Loesch

Lessee: Clayton W. Williams, Jr.

Description: 97 acres (Unit Tract 11)

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

Lease No. 12

Date: October 25, 1979

Recorded: 384 DR 75

Lessor: Marvin Spreen

Lessee: Clayton W. Williams, Jr.

Description: 29.21 acres (Unit Tract 12)

Lease No. 13

Date: September 25, 1979

Recorded: 384 DR 75

Lessor: Nora Spreen, et al.

Lessee: Clayton W. Williams, Jr.

Description: 13.06 acres (Unit Tract 13)

Lease No. 14

Date: September 25, 1979

Recorded: 384 DR 72

Lessor: Charles E. Spreen

Lessee: Clayton W. Williams, Jr.

Description: 39.93 acres (Unit Tract 14)

Lease No. 15

Date: September 25, 1979

Recorded: 384 DR 51

Lessor: Laverna Schiller

STATE OF TEXAS
COUNTY OF BURLESON
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Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

Lessee: Clayton W. Williams, Jr.

Description: 39.93 acres (Unit Tract 14)

INCLUDING, BUT NOT LIMITED TO 857.95 acres of land located within the Neinast No. 1-H Unit from 100 feet below the stratigraphic equivalent of the base of the Taylor Sand Formation, as identified in the Phasor Induction/SFL Gamma Ray Log, AP1 Serial No. 42-477-30695, as run in the Korth No. 1 Well located in the E. Gordon Survey, A-49, by Schlumberger for Hunt Oil Company, down to and including 100 feet below the stratigraphic equivalent of the base of the Austin Chalk Formation, as identified on said log, as further described in that certain Designation of Unit for the Neinast No. 1-H Unit dated December 12, 1997, from Shield Petroleum, Incorporated, and recorded in Vol. 878, Page 274, Official Public Records of Washington County, Texas.

Q. O'MALLEY NO. 1-H UNIT - Washington County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 7/1/96
WI: .05393026
NRI: .04559917

1. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 322, from Milbirn Benner, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

2. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 324, from Paul Bolcerek, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

3. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 326, from Gerald S. Culver, Sr., et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

4. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 328, from Raymond Lee Gibbs, Jr., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

5. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 330, from Alvin H. Hanath, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Hideet Ann Turner Deputy

6. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 332, from D. Keith Sanders, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

7. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 334, from James N. Ross, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

8. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 336, from Sean Aron McCord and Jentri Rae McCord, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

9. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 338, from Pat E. O'Malley, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

10. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 340, from E.P. O'Malley, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

11. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 342, from Glady E. Krinke and Gertrude Krinke, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

12. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 344, from Bennie H. Hanath, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

13. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 346, from Reuben C. Kelm, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

14. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 348, from Edward C. Kelm and Charlene Kelm, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

15. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 350, from Kathy Jones, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

16. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 352, from Elwood Hanath, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

50.51.2

17. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 354, from Louis C. Hanath, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

18. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 356, from Richard F. Hanath, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

19. Oil and Gas Lease dated March 1, 1996, a Memorandum of which is recorded in Vol. 816, Page 503, from N. Catherine Cominsky, Trustee for the Cominsky Family Trust, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

20. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 506, from George Hyde, et al., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

INCLUDING, BUT NOT LIMITED TO 640.4488 acres out of the Elizabeth Gordan Survey, A-49, and the J. Clark Survey, A-27, Washington County, Texas, said 640.4488 acre tract being more particularly described in that certain Designation of Pooled Unit dated August 23, 1996, recorded in Vol. 835, Page 48. Reference is made to said Designation of Pooled Unit for a complete description of said 640.4488 acre tract.

R. GAUBATZ-FOJT UNIT - Burleson County, Texas
PURCHASER GAS: ETC
PURCHASER OIL: TEXON
JOA: 7/1/02
WI: .096
NRI: .07488

1. Oil and Gas Lease dated May 15, 2001, granted by Mrs. Willie Gaubatz, as Lessor, to Lometa Petroleum Corporation, as Lessee, covering 296.10 acres of land, situated out of the William McWilliams Survey, A-39, Burleson County, Texas, recorded in Vol. 546, Page 830, Official Public Records of Burleson County, Texas.

2. Oil and Gas Lease dated May 22, 2001, granted by Elsie Hull, as Lessor, to Lometa Petroleum Corporation, as Lessee, covering 502.5 acres of land, situated out of the William McWilliams Survey, A-39, Burleson County, Texas, recorded in Vol. 547, Page 829, Official Public Records of Burleson County, Texas.

3. Oil and Gas Lease dated May 20, 2001, granted by Albin A. Fojt, as Lessor, to Lometa Petroleum Corporation, as Lessee, covering 451.5 acres of land, situated out of the William McWilliams Survey, A-39, Burleson County, Texas, recorded in Vol. 547, Page 833, Official Public Records of Burleson County, Texas.

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

4. Oil and Gas Lease dated May 18, 2001, granted by Juanita F. Edwards Howell, as Lessor, to Lometa Petroleum Corporation, as Lessee, covering 502.5 acres of land, situated out of the William McWilliams Survey, A-39, Burleson County, Texas, recorded in Vol. 547, Page 837, Official Public Records of Burleson County, Texas.

INSOFAR AND ONLY INSOFAR as said oil and gas leases cover and include 798.6 acres of land situated within the William McWilliams Survey, A-39, Burleson County, Texas, and being the Crawford Energy Operating Company - Gaubatz-Fojt Unit No. 1, Burleson County, Texas.

S. HUTCHINGS ESTATE UNIT NO. 1-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 7/1/83
WI: .54625087
NRI: .41066181

1. Oil and Gas Lease dated November 9, 1983, from Texas Commerce Bank, N.A. and Gertrude E. Hutchings, Co-Trustees, as Lessor, to Clayton W. Williams, Jr., as Lessee, recorded in Vol. 460, Page 396, Deed Records of Washington County, Texas.

2. Oil and Gas Lease dated November 18, 1983, from C.L. Vickers, et ux., as Lessor, to Clayton W. Williams, Jr., as Lessee, recorded in Vol. 463, Page 210, Official Records of Washington County, Texas.

3. Oil and Gas Lease dated July 7, 1984, from Clarence Thomas (C.T.) Vickers, as Lessor, to Clayton W. Williams, Jr., as Lessee, recorded in Vol. 480, Page 353, Official Records of Washington County, Texas.

4. Oil and Gas Lease dated October 4, 1979, from C.L. Vickers, et al., as Lessor, to Trinity Resources, Inc., as Lessee, recorded in Vol. 386, Page 64, Official Records of Washington County, Texas.

5. Oil and Gas Lease dated February 9, 1995, from Mark David Myers, et ux., as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Vol. 774, Page 726, Official Records of Washington County, Texas.

6. Oil and Gas Lease dated December 22, 1994, from Mark David Myers, et ux., as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Vol. 771, Page 76 (erroneously recited in the Deed of Trust to have been recorded in Vol. 463, Page 210), Official Records of Washington County, Texas.

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

50.51.2

7. Oil and Gas Lease dated February 23, 1984, from Susan Anderson Whiteford, et al., as Lessor, to Clayton W. Williams, Jr., as Lessee, recorded in Vol. 480, Page 77, Official Records of Washington County, Texas.

8. Oil and Gas Lease dated October 20, 1995, from The Whiteford Family Limited Partnership, et al., as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 805, Page 808, Official Records of Washington County, Texas.

9. Oil and Gas Lease dated June 28, 1995, from Michael Little, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 210, Official Records of Washington County, Texas.

10. Oil and Gas Lease dated July 10, 1995, from Robert J. Little, Jr., as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 212, Official Records of Washington County, Texas.

11. Oil and Gas Lease dated June 28, 1995, from Presley Little, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 206, Official Records of Washington County, Texas.

12. Oil and Gas Lease dated June 28, 1995, from Epstein Little, Jr., as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 208, Official Records of Washington County, Texas.

13. Oil and Gas Lease dated June 28, 1995, from T. Bertha White, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 188, Official Records of Washington County, Texas.

14. Oil and Gas Lease dated June 28, 1995, from Gloria Little, individually and as Independent Executrix, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 192, Official Records of Washington County, Texas.

15. Oil and Gas Lease dated July 10, 1995, from Bobbie Lee Hicks, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 198, Official Records of Washington County, Texas.

16. Oil and Gas Lease dated June 28, 1995, from Margaret Little, as Lessor, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 204, Official Records of Washington County, Texas.

17. Oil and Gas Lease dated July 12, 1995, from Kwani Nicole Deaver, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 194, Official Records of Washington County, Texas.

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

18. Oil and Gas Lease dated June 28, 1995, from Deborah L. Price, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 196, Official Records of Washington County, Texas.

19. Oil and Gas Lease dated July 13, 1995, from Melvin Rozan Deaver, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 799, Page 41, Official Records of Washington County, Texas.

INSOFAR AND ONLY INSOFAR as said leases cover 541.95 acres, more or less, out of the S. Clampit Survey, Abstract No. 26, and the T.S. Saul Survey, Abstract No. 97, in Washington County, Texas, as to all depths thereunder, and being the same lands described in Exhibit "B" attached to Designation of Unit dated December 11, 1995, executed by Seneca Resources Corporation, et al., recorded in Vol. 808, Page 618, Official Records of said county.

T. JESSE MOORE NO. 10-H GAS UNIT
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 6/1/80
JOA: 9/26/89
WI: .411487
NRI: .3545804

1. Oil and Gas Lease dated November 7, 1973, from Jesse B. Moore, as Lessor, to Jack B. Brogdon, as Lessee, recorded in Vol. 15, Page 164, Oil and Gas Lease Records of Burleson County, Texas.

2. Oil and Gas Lease dated March 28, 1979, from Jackie Havard, as Lessor, to Randy Shawell, as Lessee, recorded in Vol. 25, Page 874, Oil and Gas Records of Burleson County, Texas.

INSOFAR AND ONLY INSOFAR as said lands are included within the Seneca Resources Corp. Jesse Moore No. 10-H Gas Unit dated March 9, 1994, recorded in Burleson and Brazos Counties, Texas.

U. SCHULTE UNIT NO. 3-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 7/1/83
WI: .6
NRI: .46693841

All those certain oil, gas and mineral leases covering lands located within the S. Clampitt

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

50.512

Survey, A-26, and the J.D. Chance Survey, A-22, Washington County, Texas, and being further described in that certain Designation of Unit filed December 12, 1995, designating the Seneca Resources Corporation Schulte Unit No. 3-H, said designation of unit recorded in Vol. 808, Page 59, Official Public Records of Washington County, Texas.

V. LINDER NO. 1 AND NO. 2 WELLS
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 2/18/03 Wessendorff area JOA per letter agreement dated 5/19/04
WI: .75
NRI: .5775

1. Oil and Gas Lease dated February 23, 2004, from Beverly Spies, as Lessor, to Crawford Energy, Inc., as Lessee, recorded as Document No. 36080, Official Public Records of DeWitt County, Texas.

2. Oil and Gas Lease dated February 23, 2004, from Ray Linder Living Trust, as Lessor, to Crawford Energy, Inc., as Lessee, recorded as Document No. 36079, Official Public Records of DeWitt County, Texas.

Covering two tracts of land containing 189.8 acres situated out of the L. Dunbar Survey, A-17, DeWitt County, Texas.

W. KUESTER NO. 1 WELL
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 8/30/04
JOA: 2/18/03 Wessendorff area JOA per letter agreement dated 8/30/04
WI: .71
NRI: .53565

1. Oil and Gas Lease dated June 9, 2004, from Calvin B. Garrett, as Lessor, to Crawford Energy, Inc., as Lessee, covering 116.8 acres of land, situated out of the John R. Foster Survey, A-189, DeWitt County, Texas, recorded as Document No. 36436, Official Public Records of DeWitt County, Texas.

2. Oil and Gas Lease dated June 9, 2004, from Charlotte Kuester, as Lessor, to Crawford Energy, Inc., as Lessee, covering 137.79 acres of land, situated out of the John R. Foster Survey, A-189, and the John F. Kemper Survey, A-287, DeWitt County, Texas, recorded as Document No. 37393, Official Public Records of DeWitt County, Texas.

3. Oil and Gas Lease dated June 7, 2004, from Jewel Dowlarn, et al., as Lessor, to Crawford Energy, Inc., as Lessee, covering 41.082 acres of land, situated out of the John R. Foster

STATE OF TEXAS
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County Clerk
Burleson County, Texas

By Nicolyann Turner Deputy

Survey, A-189, and John F. Kemper Survey, A-287, DeWitt County, Texas, recorded as Document No. 37435, Official Public Records of DeWitt County, Texas.

4. Oil and Gas Lease dated June 21, 2004, from Dorothy M. Ricky, et al., as Lessor, to Crawford Energy, Inc., as Lessee, covering 117.2 acres of land, situated out of the Jesse E. Nash Survey, A-267, DeWitt County, Texas, recorded as Document No. 37609, Official Public Records of DeWitt County, Texas.

X. NATHO NO. 1 AND NO. 2 WELLS

PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 11/25/03
JOA: 2/18/03 Wessendorff area JOA per letter agreement dated 5/14/03
WI: .765
NRI: .57693749

1. Oil and Gas Lease dated February 18, 2003, from Thomas A. Natho and Jim P. Natho, as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 787, Page 825, Official Public Records of Karnes County, Texas.

2. Oil and Gas Lease dated February 19, 2003, from Ellis E. Lyons, Jr., as Lessor, to Crawford Energy, Inc., as Lessee, recorded in Vol. 785, Page 512, Official Public Records of Karnes County, Texas.

Said leases covering 250 acres of land, more or less, situated out of the Victor Blanco Grant, A-3, Karnes County, Texas.

Y. SMOLIK-SCHORRE NO. 1 WELL

PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 11/25/03
JOA: 2/18/03 Wessendorff area JOA per letter agreement dated 11/25/03
WI: .755
NRI: .56338739

1. Oil and Gas Lease dated February 5, 2003, from David Wayne Hackney, et al., as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 785, Page 502, Official Public Records of Karnes County, Texas.

2. Oil and Gas Lease dated April 10, 2003, from Bobbye Lynn Thomas, et al., as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 787, Page 840, Official Public Records of Karnes County, Texas.

STATE OF TEXAS
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Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

3. Oil and Gas Lease dated January 23, 2003, from Frieda Pargmann, as Lessor, to Crawford Energy, Inc., as Lessee, recorded in Vol. 786, Page 001, Official Public Records of Karnes County, Texas.

4. Oil and Gas Lease dated April 10, 2003, from Gail Reaser, as Lessor, to Crawford Energy, Inc., as Lessee, recorded in Vol. 787, Page 835, Official Public Records of Karnes County, Texas.

5. Oil and Gas Lease dated April 2, 2003, from Don S. Estill, as attorney-in-fact, et al., as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 789, Page 528, Official Public Records of Karnes County, Texas.

6. Oil and Gas Lease dated April 2, 2003, from Don B. Estill, et al., as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 789, Page 515, Official Public Records of Karnes County, Texas.

7. Oil and Gas Lease dated March 3, 2003, from John Smolik and wife, Joyce T. Smolik, as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 786, Page 318, Official Public Records of Karnes County, Texas.

INSOFAR as said leases cover 230 acres of land, more or less, situated out of the C. Martinez Survey, A-6, Karnes County, Texas.

Z. WESSENDORFF NO.'S 1,2,4,5 AND 6 (PUD)
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 2/18/03
WI: .775
NRI: .58125

1. Oil and Gas Lease dated March 17, 2003, from Joe C. Wessendorff and wife, Loise Wessendorff, as Lessors, to Crawford Energy, Inc., as Lessee, covering 82.19 acres of land, situated out of the Carlos Martinez 15 League Grant, A-6, recorded in Vol. 787, Page 493, Official Public Records of Karnes County, Texas.

2. Oil and Gas Lease dated January 7, 2003, from Joe C. Wessendorff and wife, Loise Wessendorff, as Lessors, to Crawford Energy, Inc., as Lessee, covering 230 acres of land situated out of the Carlos Martinez 15 League Grant, A-6, recorded in Vol. 785, Page 151, Official Public Records of Karnes County, Texas.

STATE OF TEXAS
COUNTY OF BURLESON
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Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

AA. MOORE ESTATE NO. 5-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 4/11/83
WI: .66558297
NRI: .51820066

1342.05 acres of land situated out of the James D. Millican Survey, A-41, being described in that certain Unit Designation filed October 30, 1995, recorded in Vol. 2468, Page 272, Official Public Records of Brazos County, Texas, as amended by Amendment to Unit Designation dated November 6, 1995, recorded in Vol. 2478, Page 310, Official Public Records of Brazos County, Texas.

BB. WALKER NO. 2-H WELL
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 6/23/80
WI: .61764706
NRI: .45852636

1165 acres of land situated out of the Andrew D. Houston Survey, A-133, and the Jose Maria Barrera Survey, A-68, Brazos County, Texas, and being that same land described in Mineral Deed dated January 14, 1932, from M.P. Walker, as Grantor, to D. Mike, as Grantee, recorded in Vol. 81, Page 242, Deed Records of Brazos County, Texas, SAVE AND EXCEPT (i) 17 acres situated out of the J.M. Barrera Survey, A-68, described in Mineral Deed from M.P. Walker, as Grantor, to D. Mike, as Grantee, dated January 14, 1932, recorded in Vol. 81, Page 242, Deed Records of Brazos County, Texas, being that land situated south of State Highway 6; and (ii) 3 acres, more or less, situated out of the J.M. Barrera Survey, A-68, Brazos County, Texas, and being that same land described in Deed dated July 7, 1931, from the Federal Trust Company, as Independent Executor and Trustee of the Estate of R.M. Little, to the State of Texas, recorded in Vol. 80, Page 532, Deed Records of Brazos County, Texas.

CC. WALKER NO. 3-H GAS UNIT
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 6/23/80
WI: .61764706
NRI: .46060942

312.77 acres of land, being that same land described in two tracts, to-wit:

(i) 140 acres of land situated out of the Andrew D. Houston Survey, A-133, Brazos

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County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

30.51.2

County, Texas, and being described as two tracts, to-wit:

Tract 1 - 100 acres of land, more or less, being that same land described in Warranty Deed dated April 14, 1921, from A.T. Lucas, as Grantor, to H.E. Smith, as Grantee, recorded in Vol. 54, Page 587, Deed Records of Brazos County, Texas; and 40 acres of land, more or less, situated out Andrew Houston Survey, A-133, and being that same land described in Deed dated April 14, 1921, from W.B. Griffin, as Grantor, to H.E. Smith, as Grantee, recorded in Vol. 54, Page 588, Deed Records of Brazos County, Texas;

Tract 2 - 13.37 acres, being a portion of the Sterrett D. Smith Survey, A-210, being that same land described as "Share C" in Judgment entered pursuant to Cause No. 15408, dated October 15, 1960, styled R.M. Dansby, et al. v. P.P. Prescott, et al.;

(ii) Tract 3 - 159.40 acres of land, more or less, situated out of the Andrew D. Houston Survey, A-133, bounded as follows:

Beginning at a point that is the Northeast corner of the "second Tract" in that certain Oil, Gas and Mineral Lease recorded in Volume 29, Page 525, Oil and Gas Records, Brazos County, Texas;

Thence, southerly along the East line of the Second Tract approximately 4,709 feet to the Southeast corner of the Second Tract;

Thence, westerly along the Southern line of the Second Tract 1,175 feet;

Thence, northerly and parallel to the East line of the Second Tract 500 feet to a point;

Thence, northwestern [sic] in a straight line to a point 600 feet South of the North line and 1,721 feet West of the East line of the Second Tract;

Thence, northerly and parallel with the East line of the Second Tract 600 feet to the North line of the Second Tract;

Thence, easterly along the North line of the Second Tract approximately 1,721 feet to the point of beginning, containing 159.40 acres, more or less.

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

DD. MABEL WILKIN NO. 7-H UNIT
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 4/11/83
WI: .66661036
NRI: .5366964

925.93 acres of land, more or less, situated out of the Philip Singleton Survey, A-56, and the James Fisher Survey, A-23, Burleson County, Texas, being that same land described in Designation of Unit filed March 21, 1997, recorded in Vol. 259, Page 301, Oil and Gas Records of Burleson County, Texas.

EE. HAGAN NO. 1 WELL
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 2/18/03 Wessendorff area JOA per letter agreement dated 9/23/04
WI: .76
NRI: .57

Oil and Gas Lease dated February 2, 2004, from Dolores Hagan and Kenneth Hagan, as Lessors, to Crawford Energy, Inc., as Lessee, covering 370 acres of land situated out of the Victor Blanco Four League Grant, A-3, and the D.C. Lyons Survey, A-382, and the W.W. Carter Survey, A-471, Karnes County, Texas, recorded in Vol. 799, Page 598, Official Public Records of Karnes County, Texas.

FF. MARTIN "B" WELL NO. 1
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 12/5/00 with Ed A. Smith
WI: .50
NRI: .37688331

1. Oil, Gas and Mineral Lease dated January 9, 2001, from Gladys Vickers Stillwell as Lessor, to R.E. Martin Oil Co., as Lessee, covering 97.0 acres of land, recorded in Vol. 982, Page 495, Official Records of Washington County, Texas.{PRIVATE }

2. Oil, Gas and Mineral Lease dated January 9, 2001, from Francis Maureen Vickers, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 97.0 acres of land, recorded in Vol. 982, Page 498, Official Records of Washington County, Texas.

3. Oil, Gas and Mineral Lease dated January 9, 2001, from Mary A. Logan Trust and/or Mary A. Logan Trust "B" Share, as Lessor, to R.E. Martin Oil Co., as Lessee, covering

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nina Ann Turner Deputy

90-91-2

97.0 acres of land, recorded in Vol. 982, Page 501, Official Records of Washington County, Texas.

4. Oil, Gas and Mineral Lease dated January 10, 2001, from Helen I. Pennington, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 504, Official Records of Washington County, Texas.

5. Oil, Gas and Mineral Lease dated January 10, 2001, from Robert William Lange, Sr., as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 507, Official Records of Washington County, Texas.

6. Oil, Gas and Mineral Lease dated January 10, 2001, from Gary Gene Lange, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 510, Official Records of Washington County, Texas.

7. Oil, Gas and Mineral Lease dated January 10, 2001, from Dee Ann Glaesmann, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 513, Official Records of Washington County, Texas.

8. Oil, Gas and Mineral Lease dated January 10, 2001, from Michael D. Formby, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 516, Official Records of Washington County, Texas.

9. Oil, Gas and Mineral Lease dated January 10, 2001, from Debra M. Nelson Griffith, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 519, Official Records of Washington County, Texas.

10. Oil, Gas and Mineral Lease dated January 10, 2001, from Don W. Toalson, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 522, Official Records of Washington County, Texas.

11. Oil, Gas and Mineral Lease dated January 10, 2001, from Patricia A. Cornelius, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 526, Official Records of Washington County, Texas.

12. Oil and Gas Lease dated January 5, 2001, from Whitford Family Limited Partnership, et al., as Lessor, to Crawford Energy, Inc., as Lessee, covering 717.151 acres of land, recorded in Vol. 986, Page 396, Official Records of Washington County, Texas.

INSOFAR as said leases are included within the Crawford Energy Operating Company – R. Martin "B" Well No. 1, 312.439 Acre Gas Unit, dated effective January 1, 2002, filed for record in Vol. 1031, Page 548, Official Public Records of Washington County, Texas.

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

Filed for Record in:
Burleson County

On: Jan 19,2005 at 10:43A

As an Official Public Records

Document Number: 00000261

Amount 84.00

Receipt Number - 37189
By,
Joy Brymer

STATE OF TEXAS COUNTY OF BURLESON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Burleson County
As stamped hereon by me.

Jan 19,2005

Honorable Anna L. Schielack
County Clerk

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

3.15.05

Doc 00880113 Bk OR Vol 6481 Pg 154

5004

MF 095092
096403
096580

ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

STATE OF TEXAS §
§
COUNTIES OF WASHINGTON, BRAZOS, §
MADISON, KARNES, BURLESON AND §
DEWITT §

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, SE Clay #1, L.L.C., and NE Clay Phase I, L.L.C., Texas limited liability companies, Crawford Energy, Inc., a Texas corporation, Hughes Energy Investments, L.L.C., a Texas limited liability company, Thomas J. Hughes, an individual, AEH Energy, L.L.C., a Texas limited liability company, Explorer Investments, L.L.C., a Texas limited liability company, Katherine Temple Hughes, acting by her agent-in-fact, Thomas J. Hughes, and James Barefoot, an individual, all of whom with an address in c/o Crawford Energy, Inc., 770 S. Post Oak Lane, Suite 520, Houston, Texas, 77056, (hereafter collectively referred to as "Assignor"), does hereby ASSIGN, TRANSFER and CONVEY unto Hawk Energy, L.L.C., a Texas limited liability company, with an address at 770 S. Post Oak Lane, Suite 520, Houston, Texas, 77056 (hereafter referred to as "Assignee"), all of the right, title and interest of Assignor in the oil and gas leases and pooled units described hereinafter on Exhibit "A" attached hereto (the "Assigned Leases").

AND, FOR LIKE CONSIDERATION, Assignor conveys to Assignee, a like interest in all of Assignor's right, title and interest in and to all personal property, easements, permits, and rights-of-way, situated on or used or useful or held for future use in connection with the exploration, development or operation of the Assigned Leases and any unitized area which includes any of the Assigned Leases, including all wells, casing, tubing, tanks, separators, rods, pumps, flowlines, buildings, fixtures, power lines, roads and other appurtenances used or useful in connection with the Assigned Leases.

Assignor covenants with and warrants to Assignee, its successors and assigns, both as of the date hereof and as of the effective date:

1. That Assignor is the lawful owner, legal or equitable, of the Assigned Leases;

2. That Assignor has the good, right and authority to convey the Assigned Leases, together with the equivalent interest of Assignor's rights incident or appurtenant thereto;

3. That Assignor will execute such further or necessary documents or conveyances as may be required by Assignee to perfect title to the interests herein assigned; and

4. That said assignment is made with special warranty of title by, through and under Assignor, but not otherwise.

The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05 AR

Karen McQueen
County Clerk:
Brazos County, Texas

90-51-2

This document may be executed in any number of counterparts, each of which shall be considered an original for all purposes. In the event this document is counterparted, original signature pages may be combined to form one instrument.

This assignment is dated this 10 day of January, 2005.

ASSIGNORS:

SE CLAY #1, L.L.C.

A. Gail Crawford, Administrative Manager

NE CLAY PHASE I, L.L.C.

A. Gail Crawford, Administrative Manager

CRAWFORD ENERGY, INC.

A. Gail Crawford, President

HUGHES ENERGY INVESTMENTS, LLC

Thomas J. Hughes, Manager

Thomas J. Hughes, individually

AEH ENERGY, L.L.C.

Mike Hill, Manager

EXPLORER INVESTMENTS, L.L.C.

Daniel C. Crawford, Manager

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05

County Clerk:
Brazos County, Texas

50-51-2

Katherine Temple Hughes, by Thomas J. Hughes, Agent-in Fact

James Barefoot

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 10, 2005, by A. Gail Crawford, Administrative Manager of SE Clay #1, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

PATTI WAUGHTEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 1, 2006

By: _____
Notary Public in and for
The State of T E X A S

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 10, 2005, by A. Gail Crawford, Administrative Manager of NE Clay Phase I, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

PATTI WAUGHTEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 1, 2006

By: _____
Notary Public in and for
The State of T E X A S

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05

County Clerk:
Brazos County, Texas

50.50

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 10, 2005, by A. Gail Crawford, President of Crawford Energy, Inc., a Texas corporation, on behalf of said corporation.

PATTI WAUGHTEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 1, 2006

By: Patti Waughtel
Notary Public in and for
The State of T E X A S

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 10, 2005, by Thomas J. Hughes, individually and as Manger of Hughes Energy Investments, LLC, a Texas limited liability company, on behalf of said limited liability company.

PATTI WAUGHTEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 1, 2006

By: Patti Waughtel
Notary Public in and for
The State of T E X A S

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 10, 2005, by Mike Hill, Manager of AEH Energy, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

PATTI WAUGHTEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 1, 2006

By: Patti Waughtel
Notary Public in and for
The State of T E X A S

STATE OF TEXAS §
§
COUNTY OF ~~HARRIS~~ §

This instrument was acknowledged before me on January 10, 2005, by Daniel C. Crawford, Manager of Explorer Investments, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

50.50

PATTI WAUGHTEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 1, 2006

By: Patti Waughtel
Notary Public in and for
The State of T E X A S

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 10, 2005, by Thomas J. Hughes, agent-in-fact for Katherine Temple Hughes, on behalf of said Katherine Temple Hughes.

PATTI WAUGHTEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 1, 2006

By: Patti Waughtel
Notary Public in and for
The State of T E X A S

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 10, 2005, by James Barefoot.

PATTI WAUGHTEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 1, 2006

By: Patti Waughtel
Notary Public in and for
The State of T E X A S

CEI-037.A01

STATE OF TEXAS
COUNTY OF BRAZOS
I hereby certify that the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.
I hereby certify, on 3-4-05 AR

Karen McQueen
County Clerk
Brazos County, Texas

50-51-5

EXHIBIT "A"

A. WELL NAME: JESSE MOORE WELL NO. 11-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA DATED: 6/1/80
JOA DATED: 12/05/00
WI: .5066875
NRI: .39598748

Oil, Gas and Mineral Lease dated November 7, 1973, from Jesse B. Moore, as Lessor, to Jack B. Brogdon, as Lessee, recorded in Volume 15, Page 164 of the Oil and Gas Lease Records of Burleson County, Texas, INSOFAR and ONLY INSOFAR as said lease covers 992.17 acres, more or less, out of the Phillip Singleton Survey, Abstract No. 56, in said county, as to all depths thereunder, consisting of three (3) tracts of approximately 561.30 acres, 310.00 acres and 120.87 acres, and being the same three (3) tracts more particularly described as Tracts 1, 2 and 3 in that certain Partition Deed dated April 7, 1953, by and among Harry E. Cagle, R. F. Smith and A. B. Smith, recorded in Volume 116, Page 633 of the Deed Records of Burleson County, Texas.

B. UNIT NAME: ROBERT MOORE UNIT NO. 1A-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA DATED: 6/1/80
JOA DATED: 12/05/00
WI: .49457226
NRI: .37887888

1. Oil, Gas and Mineral Lease dated July 20, 1977, from Robert T. Moore, Individually and as Trustee, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 27, Page 351 of the Oil and Gas Lease Records of Brazos County, Texas;

2. Oil, Gas and Mineral Lease dated August 22, 1990, from Elizabeth Hohlt Pecore, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 435 of the Oil and Gas Lease Records of Burleson County, Texas;

3. Oil, Gas and Mineral Lease dated August 22, 1990, from Joan Hohlt Wich, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 431 of the Oil and Gas Lease Records of Burleson County, Texas;

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

90.91.2

4. Oil, Gas and Mineral Lease dated August 22, 1990, from Frederic A. Fleming, Jr., as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 427 of the Oil and Gas Lease Records of Burleson County, Texas;

5. Oil, Gas and Mineral Lease dated August 22, 1990, from Robert S. Fleming, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 423 of the Oil and Gas Lease Records of Burleson County, Texas;

6. Oil, Gas and Mineral Lease dated August 22, 1990, from TRAAC Company, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 439 of the Oil and Gas Lease Records of Burleson County, Texas;

7. Oil and Gas Lease (State Lease No. M-95092) dated October 6, 1992, from the State of Texas, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 209, Page 683 of the Oil and Gas Lease Records of Burleson County, Texas;

8. Oil and Gas Lease (State Lease No. M-96403) dated April 4, 1995, from the State of Texas, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 241, Page 714 of the Oil and Gas Lease Records of Burleson County, Texas; and

9. Oil and Gas Lease (State Lease No. M-96580) dated June 6, 1995, from the State of Texas, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 2443, Page 15 of the Official Records of Brazos County, Texas, and in Volume 245, Page 575 of the Oil and Gas Lease Records of Burleson County, Texas;

INSOFAR and ONLY INSOFAR as said leases cover 960.00 acres, more or less, in Burleson and Brazos Counties, Texas, as to all depths thereunder, and being the same lands described in Exhibit "B" attached to Designation of Unit dated August 21, 1995, but effective July 1, 1995, executed by Seneca Resources Corporation, et al., a counterpart of which is recorded in Volume 2423, Page 299 of the Official Records of Brazos County, Texas.

C. UNIT NAME: ROBERT T. MOORE ESTATE NO. 4-H - 6-H ENLARGED UNIT
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 12/05/00
WI: .5000
NRI: .38185316

1. Oil, Gas and Mineral Lease dated July 20, 1977, from Robert T. Moore, Individually and as Trustee, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 27, Page 351 of the Oil and Gas Lease Records of Brazos County,

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas
Thereby certify, on 3-4-05
Karen McQueen
County Clerk,
Brazos County, Texas

90.51.2

Texas, as amended by Amendment and Ratification dated November 4, 1977, recorded in Volume 386, Page 265 of the Deed Records of said county; and

2. Oil, Gas and Mineral Lease dated July 15, 1977, from Harry H. Moore, et ux., as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 27, Page 356 of the Oil and Gas Lease Records of Brazos County, Texas, as amended by instrument dated November 22, 1977, recorded in Volume 386, Page 260 of the Deed Records of said county;

INSOFAR and ONLY INSOFAR as said leases cover 1451.54 acres, more or less, out of the Walter Sutherland Survey, Abstract No. 55 and the James D. Millican Survey, A-41, Brazos County, Texas, as to all depths thereunder, and being the same lands described in Voluntary Pooling Agreement dated effective December 31, 2000, which is recorded in Volume 4132, Page 243 of the Official Records of said county.

D. UNIT NAME: RUBENSTEIN UNIT NO. 1-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA DATED: 6/1/80
JOA DATED: 12/05/00
WI: .48812975
NRI: .40488159

1. Oil and Gas Lease dated November 7, 1973, from Jesse B. Moore, as Lessor, to Jack B. Brogdon, as Lessee, recorded in Volume 15, Page 164 of the Oil and Gas Lease Records of Burleson County, Texas;

2. Oil and Gas Llease dated August 3, 1978, from Beatrice Rubenstein, as Lessor, to NAPECO INC., as Lessee, recorded in Volume 24, Page 511 of the Oil and Gas Lease Records of Burleson County, Texas; and

3. Oil and Gas Lease dated May 25, 1979, from William T. Dobbins, as Lessor, to Dov Amir, et al., as Lessee, recorded in Volume 40, Page 142 of the Oil and Gas Lease Records of Burleson County, Texas;

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk
Brazos County, Texas

50.51.2

INSOFAR and ONLY INSOFAR as said leases cover 728.624 acres, more or less, as to all depths thereunder, consisting of three (3) tracts of 200.454 acres, 266.000 acres and 262.170 acres as more particularly described as follows: (i) 200.454 acres out of the J. B. Chance Survey, Abstract No. 9, in Burleson County, Texas, and being the same lands described as Tract Four (4) in deed dated August 14, 1968, from Margaret Sayles Easley, et al., to Jesse B. Moore, recorded in Volume 173, Page 253 of the Deed Records of said county, (ii) 266.000 acres, and being the same lands described in lease (2) above, and (iii) 262.170 acres, and being the same lands described in lease (3) described above.

E. WELL NAME: MABEL WILKIN NO. 1
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 12/05/00
WI: .5000
NRI: .3980197

Oil and gas lease dated January 3, 1979, from Mabel Wilkins, as Lessor, to NAPECO INC., as Lessee, recorded in Volume 24, Page 499 of the Oil and Gas Lease Records of Burleson County, Texas, INSOFAR and ONLY INSOFAR as said lease covers 640.00 acres out of the James Fisher Survey, Abstract No. 23, in said county, as to all depths thereunder, said land being a part of that certain 3,465.50-acre tract described in Deed dated January 29, 1940, from Lillian Wilkin Fleming to Marion Wilkin Holt, et al., recorded in Volume 83, Page 491 of the Deed Records of said county, and said 640.00-acre tract being in the form of a rectangle bounded on the North, West and South by the corresponding North, West and South lines of said 3,465.50-acre tract and on the East by a line drawn from the North line of said 3,465.50-acre tract to the South line thereof and parallel to and a sufficient distance from the West line thereof so as to enclose exactly 640.00 acres, and being the same 640.00-acre tract described in that certain Partial Assignment of Oil and Gas Lease dated June 24, 1980, from NAPECO INC. to Dov Amir, et al., recorded in Volume 42, Page 724 of the Oil and Gas Lease Records of said county.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk,
Brazos County, Texas

90.91.2

F. WELL NAMES: MABEL WILKIN WELL NOS. 4-H AND 6-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 12/05/00

WILKIN NO. 4	WILKIN NO. 6
WI: .5000	WI: .5000
NRI: .35816211	NRI: .39801964

Oil and gas lease dated January 3, 1979, from Mabel Wilkins, as Lessor, to NAPECO INC., as Lessee, recorded in Volume 24, Page 499 of the Oil and Gas Lease Records of Burleson County, Texas, INSOFAR and ONLY INSOFAR as said lease covers 640.00 acres out of the James Fisher Survey, Abstract No. 23, in said county, as to all depths thereunder, said land being a part of that certain 3,465.50-acre tract described in Deed dated January 29, 1940, from Lillian Wilkin Fleming to Marion Wilkin Holt, et al., recorded in Volume 83, Page 491 of the Deed Records of said county, and said 640.00-acre tract being in the form of a rectangle bounded on the North and the South by the corresponding North and South lines of said 3,465.50-acre tract, on the West by the East line of the lands described in that certain Partial Assignment of Oil and Gas Lease dated August 18, 1981, from NAPECO INC. to Dov Amir, et al., recorded in Volume 69, Page 804 of the Oil and Gas Lease Records of said county, and on the East by a line drawn from the North line of said 3,465.50-acre tract to the South line thereof and parallel to and a sufficient distance from the West line thereof so as to enclose exactly 640.00 acres.

G. BARNHART-MAYFAIR UNIT
PURCHASER GAS: ETC
PURCHASER OIL: TEXON
JOA: 6/18/82
WI: .469
NRI: .376875

1. Oil, Gas and Mineral Lease dated December 10, 1996, from Claudia Barnhart, by Alice Barnhart Hoelscher, Attorney-in-Fact, as Lessor, to Menard Energy Corp., as Lessee, recorded in Volume 257, Page 800, Oil and Gas Records, Burleson County, Texas.

2. Oil and Gas Lease dated February 16, 1979, from Houston Corporation, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 376, Page 44, Official Records, Washington County, Texas.

3. Oil and Gas Lease dated February 1, 1993, from Houston Corporation, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 697, Page 887, Official Records, Washington County, Texas.

TE OF TEXAS
TY OF BRAZOS
ument is a true and correct copy as
ame appears on file and recorded in the
ficial records of Brazos, County, Texas.
I hereby certify, on 3-4-05
Karen McLean
County Clerk:
Brazos County, Texas

INSOFAR as said leases cover those certain tracts of land situated within the Barnhart-Mayfair Unit dated December 10, 2001, filed in Volume 1019, Page 394, Official Public Records of Washington County, Texas, and Volume 564, Page 462, Official Records of Burleson County, Texas, and specifically including the Clay No. 2 and Clay No. 3 Wells located thereon.

H. BIG CREEK 1-H WELL - Brazos County, Texas
PURCHASER GAS: ETC
PURCHASER OIL: TEXON
JOA:
WI: .31280625
NRI: .25893092

Oil and Gas Lease dated September 7, 2000, from Thomas Brooks Moore, et al., as Lessors, to Daystar Resources, Ltd., as Lessee, covering 1,303.6890 acres of land, more or less, situated out of the Robert Millican Survey, recorded in Vol. 3959, Page 209, Official Public Records of Brazos County, Texas.

I. VILAS-MOORE NO. 1 UNIT - Brazos County, Texas
PURCHASER GAS: DUKE
PURCHASER OIL: TEXON
JOA: 1/1/96 Joint Exploration and Development Agreement
WI: .3618
NRI: .28875707

1. Oil, Gas and Mineral Lease dated December 15, 1992, corrected by Correction of and Amendment to Oil and Gas Lease dated January 25, 1993, but effective December 15, 1992, between Jean Walton Vilas, joined pro forma by her husband, John R. Vilas, and John Walton Vilas, as Lessors, and Shield Petroleum Incorporated, as Lessee, a Memorandum of Lease is recorded in Volume 1672, Page 346, and Memorandum of Correction of and Amendment to Oil and Gas Lease is recorded in Volume 1778, Page 72, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

2. Oil and Gas Lease dated May 24, 1993, between Thomas Brooks Moore, R. Michael Moore, and Grace Moore Payne, as Lessors, and Shield Petroleum Incorporated, as Lessee, recorded in Vol. 1807, Page 144, and re-recorded in Vol. 1886, Page 20, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

3. Oil and Gas Lease dated May 12, 1993, between William S. Thornton, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1855, Page 161, of the Real

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

90.51.2

Property Records of Brazos County, Texas, to which reference is here made for all purposes.

4. Oil and Gas Lease dated May 12, 1993, between Billy M. Payne, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1855, Page 156, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

5. Oil and Gas Lease dated May 12, 1993, between John M. Lawrence III, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1855, Page 151, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

6. Oil and Gas Lease dated May 12, 1993, between Lucille Dougherty, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1855, Page 146, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

7. Oil and Gas Lease dated May 12, 1993, between Jay Don Watson, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1855, Page 166, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

8. Oil and Gas Lease dated May 12, 1993, between Mills Prentice Walker Trust, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1870, Page 231, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

INCLUDING, BUT NOT LIMITED TO THE BELOW DESCRIBED UNIT

All those lands included in the Vilas-Moore No. 1 Gas Unit, as designated in that certain Designation of Pooled Unit dated February 23, 1994, recorded in Volume 2043, Page 253, Real Property Records of Brazos County, Texas.

J. VILAS-WALTON NO. 1-H WELL - Brazos County, Texas
PURCHASER GAS: DUKE
PURCHASER OIL: TEXON
JOA: 1/1/96 Joint Exploration and Development Agreement
WI: .376875
NRI: .306525

Oil and Gas Lease dated February 16, 1994, a Memorandum of which is recorded in Vol. 2062, Page 139, from Jean Walton Vilas, et al., as Lessors, to Shield Petroleum Incorporated, as Lessee, INSOFAR as said oil and gas lease covers 1,105.05 acres out of the Robert Millican Survey, A-42, Brazos County, Texas, said 1,105.05 acre tract being more particularly described in that certain Unit Designation dated April 10, 1996, recorded in Vol. 2578, Page 255. Reference is made to

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

said unit designation for a complete description of said 1,105.05 acre tract.

K. KATHLEEN O.L. #1-H UNIT - Brazos County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 4/19/95
WI: .01589106
NRI: .01114394

1. Oil and Gas Lease dated February 6, 1978, recorded in Vol. 30, Page 302, from William J. Terrell, Independent Executor and Trustee under the Will of J.P. Terrell, Deceased, et al., as Lessors, to Randall S. Shawell, as Lessee, as amended by instruments dated March 12, 1985, recorded in Vol. 776, Page 214; dated November 12, 1985, recorded in Vol. 844, Page 401; dated February 13, 1987, recorded in Vol. 953, Page 251; dated February 22, 1988, recorded in Vol. 1033, Page 184; dated February 15, 1989, recorded in Vol. 1104, Page 868; dated February 28, 1990, recorded in Vol. 1173, Page 288; dated March 4, 1991, recorded in Vol. 1245, Page 586; dated April 21, 1992, recorded in Vol. 1490, Page 150; dated February 2, 1993, recorded in Vol. 1728, Page 35; and dated February 26, 1994, recorded in Vol. 2056, Page 171.

2. Oil and Gas Lease dated July 15, 1977, recorded in Vol. 27, Page 356, from Harry H. Moore, et ux., as Lessors, to Randall S. Shawell, as Lessee, as amended by Amendment and Ratification dated November 22, 1977, recorded in Vol. 386, Page 260.

3. Oil and Gas Lease dated February 6, 1978, recorded in Vol. 30, Page 441, from Mary S. Terrell, as Lessor, to Randall S. Shawell, as Lessee, as amended by Instruments dated March 12, 1985, recorded in Vol. 776, Page 216; dated November 14, 1985, recorded in Vol. 844, Page 403, dated February 13, 1987, recorded in Vol. 953, Page 262; dated February 23, 1988, recorded in Vol. 1033, Page 181; dated February 15, 1989, recorded in Vol. 1104, Page 861; dated February 28, 1990, recorded in Vol. 1173, Page 291; dated March 4, 1991, recorded in Vol. 1245, Page 583; dated April 21, 1992, recorded in Vol. 1489, Page 291; dated February 2, 1993, recorded in Vol. 1728, Page 38; and dated February 26, 1994, recorded in Vol. 2056, Page 168.

INCLUDING, BUT NOT LIMITED TO 1042.80 acres out of the Robert Millican Survey, Abstract No. 42, Brazos County, Texas, from the stratigraphic equivalent of 100 feet above the top of the Austin Chalk Formation down to the base of the Edwards Formation, said 1042.80 acre tract being more Particularly described in that certain Designation of Pooled Unit, Kathleen O.L. #1-H Well dated May 4, 1995, recorded in Vol. 2346, Page 60. Reference is made to said Designation of Pooled Unit for a complete description of said 1042.80 acre tract.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
I hereby certify, on 3-4-05
Karen McQueen
County Clerk
Brazos County, Texas

L. WESTLANDS #1-H UNIT - Brazos County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 9/13/94
WI: .0202005
NRI: .01515037

1. Oil and Gas Lease dated February 6, 1978, recorded in Vol. 30, Page 294, from First National Bank of Navasota, Navasota, Texas, Trustee under Irrevocable Trust Agreement by Kathleen Blackshear, as Lessor, to Randall S. Shawell, as Lessee, as amended by instruments dated March 14, 1988, recorded in Vol. 1036, Page 115; dated May 5, 1983, recorded in Vol. 86, Page 369; and dated September 28, 1994, recorded in Vol. 2217, Page 149.

2. Oil and Gas Lease dated April 26, 1983, recorded in Vol. 672, Page 584, from T.T. Walton Sr. Trust, acting by and through First Bank & Trust of Bryan, Texas, Mrs. Gladys Ewing Walton, Frank C. Bolton, Jr., Trustees, et al., as Lessor, to Dov Amir and Louis Erlich, as Lessees, as amended by amendments dated March 9, 1988, recorded in Vol. 1036, Page 117; dated November 7, 1994, recorded in Vol. 2239, Page 128; and in Vol. 2297, Page 231.

3. Oil and Gas Lease dated April 26, 1983, recorded in Vol. 86, Page 362, from William J. Terrell, et ux., as Lessor, to Daleco Resources, as Lessee, as amended and ratified by instruments dated February 15, 1989, recorded in Vol. 1104, Page 871 and dated September 28, 1994, recorded in Vol. 2217, Page 147.

4. Oil and Gas Lease dated February 6, 1978, recorded in Vol. 30, Page 302, from William J. Terrell, Independent Executor and Trustee under the Will of J.P. Terrell, Deceased, et al., as Lessor, to Randall S. Shawell, as Lessee, as amended by amendment dated February 26, 1994, recorded in Vol. 2056, Page 171.

5. Oil and Gas Lease dated February 6, 1978, recorded in Vol. 30, Page 441, from Mary S. Terrell, as Lessor, to Randall S. Shawell, as Lessee, as amended by amendment dated February 26, 1994, recorded in Vol. 2056, Page 168.

INCLUDING, BUT NOT LIMITED TO 653.53 acres out of the Robert Millican Survey, Abstract No. 42, Brazos County, Texas, as to depths in and under such land below the stratigraphic equivalent of 100 feet above the top of the Austin Chalk Formation and above the stratigraphic equivalent of 100 feet below the base of the Austin Chalk Formation, said 653.53 acre tract being more particularly described in that certain Designation of Pooled Unit dated March 24, 1995, recorded in Vol. 2319, Page 241, Brazos County, Texas. References made to said Designation of Pooled Unit for a complete description of said 653.53 acre tract.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05 AR

Karen McQueen
County Clerk:
Brazos County, Texas

90.91.2

M. WALTON O.L. NO. 1-H WELL - Brazos County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 6/10/94 effective 11/14/95
WI: .09056557
NRI: .07285647

1. Oil and Gas Lease dated February 16, 1994, A memorandum of which is recorded in Vol. 2062, Page 139, from Jean Walton Vilas, et vir., et al., as Lessor, to Shield Petroleum Incorporated, as Lessee.

2. Oil and Gas Lease dated January 3, 1994, recorded in Vol. 2003, Page 276, from Thomas Brooks Moore, et al., as Lessor, to Shield Petroleum Incorporated, as Lessee, as corrected by instrument recorded in Vol. 2341, Page 78, and amended by instrument dated June 27, 1994, recorded in Vol. 2153, Page 27.

3. Oil and Gas Lease dated December 6, 1994, recorded in Vol. 2279, Page 344, from Pauline W. Buckley, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 39.

4. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 342, from Sellers Boynton Rogers, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 89.

5. Oil and Gas Lease dated December 6, 1994, recorded in Vol. 2279, Page 338, from Ralph H. Wallace, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2321, Page 208.

6. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 332, from Stell Rogers Campell, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 50.

7. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 330, from William H. Rogers, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 77.

8. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 334, from Clare Rogers Geuy, as Lessor, to Shield Petroleum Incorporated, as Lessee.

9. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2280, Page 1, from Lucy Shevenell, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 247.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

10. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 348, from Katharine Lindow, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2330, Page 87.

11. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 346, from Richard Hinton Rogers, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2321, Page 214.

12. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 311, from Edgar M. Guild, individually and as attorney-in-fact for Rosa Rogers Guild, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 34.

13. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 340, from Ruth Moses Easterly, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2307, Page 343.

14. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 336, from Leslie Rogers, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 83.

15. Oil and Gas Lease dated December 12, 1994, recorded in Vol. 2294, Page 312, from the Sons of the Republic of Texas, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2367, Page 346.

16. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2319, Page 56, from the University of Georgia Foundation, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 44.

Unit Lands

INCLUDING, BUT NOT LIMITED TO 795.85 acres out of the Robert Millican Survey, A-42, Brazos County, Texas, from the surface down to and including 100 feet below the base of the Georgetown Formation, said 795.85 acre tract as more particularly described in that certain Designation of Pooled Unit dated June 26, 1995, recorded in Vol. 2379, Page 146, reference to which Designation of Pooled Unit is made for a complete description of said 795.85 acre tract.

TE OF TEXAS
NTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Kara McQueen
County Clerk:
Brazos County, Texas

N. MOORE NO. 1-H WELL - Brazos County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 6/10/94
WI: .0428924
NRI: .03848195

Oil, Gas and Mineral Lease dated May 24, 1993, recorded 1807 OR 144, re-recorded 1866 OR 20, Brazos County, Texas, from Thomas Brooks Moore, R. Michael Moore and Grace Moore Payne, as Lessors, to Shield Petroleum Incorporated, as Lessee, as amended by an instrument recorded at 2192 OR 70, Brazos County, Texas.

Unit Lands

INCLUDING, BUT NOT LIMITED TO 377.143 acres out of the E.M. Millican Survey, A-40, the Robert Millican Survey, A-42, and the H&B Whitesides Survey, A-56, Brazos County, Texas, being more particularly described in the plat and field notes attached to that certain Designation of Unit for the Moore O.L. No. 1-H Well executed October 26, 1995, recorded 2470 OR 217, Brazos County, Texas, from the surface down to and including 100 feet below the base of the Georgetown Formation and limited to gas and gas rights as defined in said Designation.

O. LN OIL UNIT - Madison County, Texas
PURCHASER OIL: TEXON
JOA: 2/12/88
WI: .49370625
NRI: .37203827

Lease No. 1

Date: May 23, 1988

Recorded: Vol. 345, Page 529, Deed Records

Lessor: G.J. Osborne, Jr.

Lessee: Shield Petroleum, Incorporated

Description: 71.7 acres, more or less, in the Simon Jones Survey, A-18, Madison County, Texas

Lease No. 2

Date: May 23, 1988

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

SHSI.2

Recorded: Vol. 345, Page 533, Deed Records

Lessor: Wallace Osborne

Lessee: Shield Petroleum, Incorporated

Description: 71.7 acres, more or less, in the Simon Jones Survey, A-18, Madison County, Texas

Lease No. 3

Date: May 23, 1988

Recorded: Volume 345, Page 537, Deed Records

Lessor: Lillian Nell Webb

Lessee: Shield Petroleum, Incorporated

Description: 71.7 acres, more or less, in the Simon Jones Survey, A-18, Madison County, Texas

Lease No. 4

Date: May 27, 1988

Recorded: Volume 345, Page 768, Deed Records

Lessor: Ellwood T. Barrett and N. Michael Hornsby

Lessee: Shield Petroleum, Incorporated

Description: 14.5 acres, more or less, in the Simon Jones Survey, A-18, Madison County, Texas

P. NEINAST NO 1-H UNIT - Washington County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 9/25/96
WI: .0644396
NRI: .04726917

Lease No. 1

Date: September 5, 1980

TEXAS
BRAZOS
I hereby certify that this is a true and correct copy as the same appears on file and recorded in the Official Records of Brazos, County, Texas.
Witness my hand officially, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

Recorded: 389 DR 455

Lessor: Valeska Hoffman, et al.

Lessee: Clayton W. Williams, Jr.

Description: 199.92 acres (Unit Tract 1

Lease No. 2

Date: November 2, 1979

Recorded: 385 DR 556

Lessor: Viola Koehn

Lessee: Clayton W. Williams, Jr.

Description: 14.71 acres (Unit Tract 2)

Lease No. 3

Date: May 4, 1984

Recorded: 477 OR 614

Lessor: Joe T. Shelton, et al.

Lessee: Clayton W. Williams, Jr.

Description: 55.35 acres (Unit Tract 3)

Lease No. 4

Date: June 1, 1984

Recorded: 480 OR 90

Lessor: Allen E. Neumann, et ux.

Lessee: Clayton W. Williams, Jr.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas
Thereby certify, on 3-4-05

Karen McQueen
County Clerk
Brazos County, Texas

50.51.5

Description: 7.0 acres (Unite Tract 4)

Lease No. 5

Date: October 29, 1979

Recorded: 385 DR 191

Lessor: Florence E. Rau, et vir.

Lessee: Clayton W. Williams, Jr.

Description: 23.96 acres (Unit Tract 5)

Lease No. 6

Date: October 29, 1979

Recorded: 385 DR 101

Lessor: Mildred Neinast, et vir.

Lessee: Clayton W. Williams, Jr.

Description: 33.535 acres (Unit Tract 6)

Lease No. 7

Date: October 25, 1979

Recorded: 385 DR 99

Lessor: Harold W. Klingsporn

Lessee: Clayton W. Williams, Jr.

Description: 36.535 acres (Unit Tract 7)

Lease No. 8

Date: October 30, 1979

Recorded: 385 DR 194

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05 dR

Karen McLaren
County Clerk:
Brazos County, Texas

50.512

Lessor: Herbert A. Wegner, et ux.

Lessee: Clayton W. Williams, Jr.

Description: 101.5 acres (Unit Tract 8); 35.35 acres (Unit Tract 15), and other lands.

Lease No. 9

Date: October 2, 1979

Recorded: 384 DR 340

Lessor: Cora Korth, et al.

Lessee: Clayton W. Williams, Jr.

Description: 90.082 acres (Unit Tract 9)

Lease No. 10

Date: September 18, 1996

Recorded: 838 OR 2

Lessor: Walter Korth, Jr., et ux.

Lessee: Shield Petroleum Incorporated

Description: 79.986 acres (Unit Tract 10)

Lease No. 11

Date: October 5, 1979

Recorded: 384 DR 345

Lessor: Ella Loesch

Lessee: Clayton W. Williams, Jr.

Description: 97 acres (Unit Tract 11)

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
I hereby certify, on 3-4-05 AR

Karen McLean
County Clerk:
Brazos County, Texas

50.51.2

Lease No. 12

Date: October 25, 1979

Recorded: 384 DR 75

Lessor: Marvin Spreen

Lessee: Clayton W. Williams, Jr.

Description: 29.21 acres (Unit Tract 12)

Lease No. 13

Date: September 25, 1979

Recorded: 384 DR 75

Lessor: Nora Spreen, et al.

Lessee: Clayton W. Williams, Jr.

Description: 13.06 acres (Unit Tract 13)

Lease No. 14

Date: September 25, 1979

Recorded: 384 DR 72

Lessor: Charles E. Spreen

Lessee: Clayton W. Williams, Jr.

Description: 39.93 acres (Unit Tract 14)

Lease No. 15

Date: September 25, 1979

Recorded: 384 DR 51

Lessor: Laverna Schiller

STATE OF TEXAS
COUNTY OF BRAZOS
I hereby certify that this instrument is a true and correct copy as it appears on file and recorded in the appropriate records of Brazos County, Texas.
I hereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

90.51.2

Lessee: Clayton W. Williams, Jr.

Description: 39.93 acres (Unit Tract 14)

INCLUDING, BUT NOT LIMITED TO 857.95 acres of land located within the Neinast No. 1-H Unit from 100 feet below the stratigraphic equivalent of the base of the Taylor Sand Formation, as identified in the Phasor Induction/SFL Gamma Ray Log, API Serial No. 42-477-30695, as run in the Korth No. 1 Well located in the E. Gordon Survey, A-49, by Schlumberger for Hunt Oil Company, down to and including 100 feet below the stratigraphic equivalent of the base of the Austin Chalk Formation, as identified on said log, as further described in that certain Designation of Unit for the Neinast No. 1-H Unit dated December 12, 1997, from Shield Petroleum, Incorporated, and recorded in Vol. 878, Page 274, Official Public Records of Washington County, Texas.

Q. O'MALLEY NO. 1-H UNIT - Washington County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 7/1/96
WI: .05393026
NRI: .04559917

1. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 322, from Milbirn Benner, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

2. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 324, from Paul Bolcerek, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

3. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 326, from Gerald S. Culver, Sr., et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

4. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 328, from Raymond Lee Gibbs, Jr., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

5. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 330, from Alvin H. Hanath, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas
Thereby certify, on 3-4-05 AD
Karen McQueen
County Clerk
Brazos County, Texas

SO.ST.S

6. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 332, from D. Keith Sanders, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

7. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 334, from James N. Ross, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

8. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 336, from Sean Aron McCord and Jentri Rae McCord, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

9. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 338, from Pat E. O'Malley, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

10. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 340, from E.P. O'Malley, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

11. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 342, from Glady E. Krinke and Gertrude Krinke, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

12. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 344, from Bennie H. Hanath, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

13. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 346, from Reuben C. Kelm, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

14. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 348, from Edward C. Kelm and Charlene Kelm, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

15. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 350, from Kathy Jones, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

16. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 352, from Elwood Hanath, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

STATE OF TEXAS
COUNTY OF BRAZOS
I hereby certify that this instrument is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

50.50

17. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 354, from Louis C. Hanath, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

18. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 356, from Richard F. Hanath, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

19. Oil and Gas Lease dated March 1, 1996, a Memorandum of which is recorded in Vol. 816, Page 503, from N. Catherine Cominsky, Trustee for the Cominsky Family Trust, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

20. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 506, from George Hyde, et al., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

INCLUDING, BUT NOT LIMITED TO 640.4488 acres out of the Elizabeth Gordan Survey, A-49, and the J. Clark Survey, A-27, Washington County, Texas, said 640.4488 acre tract being more particularly described in that certain Designation of Pooled Unit dated August 23, 1996, recorded in Vol. 835, Page 48. Reference is made to said Designation of Pooled Unit for a complete description of said 640.4488 acre tract.

R. GAUBATZ-FOJT UNIT - Burleson County, Texas
PURCHASER GAS: ETC
PURCHASER OIL: TEXON
JOA: 7/1/02
WI: .096
NRI: .07488

1. Oil and Gas Lease dated May 15, 2001, granted by Mrs. Willie Gaubatz, as Lessor, to Lometa Petroleum Corporation, as Lessee, covering 296.10 acres of land, situated out of the William McWilliams Survey, A-39, Burleson County, Texas, recorded in Vol. 546, Page 830, Official Public Records of Burleson County, Texas.

2. Oil and Gas Lease dated May 22, 2001, granted by Elsie Hull, as Lessor, to Lometa Petroleum Corporation, as Lessee, covering 502.5 acres of land, situated out of the William McWilliams Survey, A-39, Burleson County, Texas, recorded in Vol. 547, Page 829, Official Public Records of Burleson County, Texas.

3. Oil and Gas Lease dated May 20, 2001, granted by Albin A. Fojt, as Lessor, to Lometa Petroleum Corporation, as Lessee, covering 451.5 acres of land, situated out of the William McWilliams Survey, A-39, Burleson County, Texas, recorded in Vol. 547, Page 833, Official Public Records of Burleson County, Texas.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

4. Oil and Gas Lease dated May 18, 2001, granted by Juanita F. Edwards Howell, as Lessor, to Lometa Petroleum Corporation, as Lessee, covering 502.5 acres of land, situated out of the William McWilliams Survey, A-39, Burleson County, Texas, recorded in Vol. 547, Page 837, Official Public Records of Burleson County, Texas.

INSOFAR AND ONLY INSOFAR as said oil and gas leases cover and include 798.6 acres of land situated within the William McWilliams Survey, A-39, Burleson County, Texas, and being the Crawford Energy Operating Company - Gaubatz-Fojt Unit No. 1, Burleson County, Texas.

S. HUTCHINGS ESTATE UNIT NO. 1-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 7/1/83
WI: .54625087
NRI: .41066181

1. Oil and Gas Lease dated November 9, 1983, from Texas Commerce Bank, N.A. and Gertrude E. Hutchings, Co-Trustees, as Lessor, to Clayton W. Williams, Jr., as Lessee, recorded in Vol. 460, Page 396, Deed Records of Washington County, Texas.

2. Oil and Gas Lease dated November 18, 1983, from C.L. Vickers, et ux., as Lessor, to Clayton W. Williams, Jr., as Lessee, recorded in Vol. 463, Page 210, Official Records of Washington County, Texas.

3. Oil and Gas Lease dated July 7, 1984, from Clarence Thomas (C.T.) Vickers, as Lessor, to Clayton W. Williams, Jr., as Lessee, recorded in Vol. 480, Page 353, Official Records of Washington County, Texas.

4. Oil and Gas Lease dated October 4, 1979, from C.L. Vickers, et al., as Lessor, to Trinity Resources, Inc., as Lessee, recorded in Vol. 386, Page 64, Official Records of Washington County, Texas.

5. Oil and Gas Lease dated February 9, 1995, from Mark David Myers, et ux., as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Vol. 774, Page 726, Official Records of Washington County, Texas.

6. Oil and Gas Lease dated December 22, 1994, from Mark David Myers, et ux., as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Vol. 771, Page 76 (erroneously recited in the Deed of Trust to have been recorded in Vol. 463, Page 210), Official Records of Washington County, Texas.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk
Brazos County, Texas

7. Oil and Gas Lease dated February 23, 1984, from Susan Anderson Whiteford, et al., as Lessor, to Clayton W. Williams, Jr., as Lessee, recorded in Vol. 480, Page 77, Official Records of Washington County, Texas.

8. Oil and Gas Lease dated October 20, 1995, from The Whiteford Family Limited Partnership, et al., as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 805, Page 808, Official Records of Washington County, Texas.

9. Oil and Gas Lease dated June 28, 1995, from Michael Little, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 210, Official Records of Washington County, Texas.

10. Oil and Gas Lease dated July 10, 1995, from Robert J. Little, Jr., as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 212, Official Records of Washington County, Texas.

11. Oil and Gas Lease dated June 28, 1995, from Presley Little, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 206, Official Records of Washington County, Texas.

12. Oil and Gas Lease dated June 28, 1995, from Epstein Little, Jr., as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 208, Official Records of Washington County, Texas.

13. Oil and Gas Lease dated June 28, 1995, from T. Bertha White, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 188, Official Records of Washington County, Texas.

14. Oil and Gas Lease dated June 28, 1995, from Gloria Little, individually and as Independent Executrix, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 192, Official Records of Washington County, Texas.

15. Oil and Gas Lease dated July 10, 1995, from Bobbie Lee Hicks, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 198, Official Records of Washington County, Texas.

16. Oil and Gas Lease dated June 28, 1995, from Margaret Little, as Lessor, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 204, Official Records of Washington County, Texas.

17. Oil and Gas Lease dated July 12, 1995, from Kwani Nicole Deaver, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 194, Official Records of Washington County, Texas.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05 AR
Karen McQueen
County Clerk
Brazos County, Texas

18. Oil and Gas Lease dated June 28, 1995, from Deborah L. Price, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 196, Official Records of Washington County, Texas.

19. Oil and Gas Lease dated July 13, 1995, from Melvin Rozan Deaver, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 799, Page 41, Official Records of Washington County, Texas.

INSOFAR AND ONLY INSOFAR as said leases cover 541.95 acres, more or less, out of the S. Clampit Survey, Abstract No. 26, and the T.S. Saul Survey, Abstract No. 97, in Washington County, Texas, as to all depths thereunder, and being the same lands described in Exhibit "B" attached to Designation of Unit dated December 11, 1995, executed by Seneca Resources Corporation, et al., recorded in Vol. 808, Page 618, Official Records of said county.

T. JESSE MOORE NO. 10-H GAS UNIT
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 6/1/80
JOA: 9/26/89
WI: .411487
NRI: .3545804

1. Oil and Gas Lease dated November 7, 1973, from Jesse B. Moore, as Lessor, to Jack B. Brogdon, as Lessee, recorded in Vol. 15, Page 164, Oil and Gas Lease Records of Burleson County, Texas.

2. Oil and Gas Lease dated March 28, 1979, from Jackie Havard, as Lessor, to Randy Shawell, as Lessee, recorded in Vol. 25, Page 874, Oil and Gas Records of Burleson County, Texas.

INSOFAR AND ONLY INSOFAR as said lands are included within the Seneca Resources Corp. Jesse Moore No. 10-H Gas Unit dated March 9, 1994, recorded in Burleson and Brazos Counties, Texas.

U. SCHULTE UNIT NO. 3-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 7/1/83
WI: .6
NRI: .46693841

All those certain oil, gas and mineral leases covering lands located within the S. Clampitt

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

Survey, A-26, and the J.D. Chance Survey, A-22, Washington County, Texas, and being further described in that certain Designation of Unit filed December 12, 1995, designating the Seneca Resources Corporation Schulte Unit No. 3-H, said designation of unit recorded in Vol. 808, Page 59, Official Public Records of Washington County, Texas.

V. LINDER NO. 1 AND NO. 2 WELLS
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 2/18/03 Wessendorff area JOA per letter agreement dated 5/19/04
WI: .75
NRI: .5775

1. Oil and Gas Lease dated February 23, 2004, from Beverly Spies, as Lessor, to Crawford Energy, Inc., as Lessee, recorded as Document No. 36080, Official Public Records of DeWitt County, Texas.

2. Oil and Gas Lease dated February 23, 2004, from Ray Linder Living Trust, as Lessor, to Crawford Energy, Inc., as Lessee, recorded as Document No. 36079, Official Public Records of DeWitt County, Texas.

Covering two tracts of land containing 189.8 acres situated out of the L. Dunbar Survey, A-17, DeWitt County, Texas.

W. KUESTER NO. 1 WELL
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 8/30/04
JOA: 2/18/03 Wessendorff area JOA per letter agreement dated 8/30/04
WI: .71
NRI: .53565

1. Oil and Gas Lease dated June 9, 2004, from Calvin B. Garrett, as Lessor, to Crawford Energy, Inc., as Lessee, covering 116.8 acres of land, situated out of the John R. Foster Survey, A-189, DeWitt County, Texas, recorded as Document No. 36436, Official Public Records of DeWitt County, Texas.

2. Oil and Gas Lease dated June 9, 2004, from Charlotte Kuester, as Lessor, to Crawford Energy, Inc., as Lessee, covering 137.79 acres of land, situated out of the John R. Foster Survey, A-189, and the John F. Kemper Survey, A-287, DeWitt County, Texas, recorded as Document No. 37393, Official Public Records of DeWitt County, Texas.

3. Oil and Gas Lease dated June 7, 2004, from Jewel Dowlarn, et al., as Lessor, to Crawford Energy, Inc., as Lessee, covering 41.082 acres of land, situated out of the John R. Foster

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas
Thereby certify, on 3-4-05 AR
Karen McQueen
County Clerk
Brazos County, Texas

Survey, A-189, and John F. Kemper Survey, A-287, DeWitt County, Texas, recorded as Document No. 37435, Official Public Records of DeWitt County, Texas.

4. Oil and Gas Lease dated June 21, 2004, from Dorothy M. Ricky, et al., as Lessor, to Crawford Energy, Inc., as Lessee, covering 117.2 acres of land, situated out of the Jesse E. Nash Survey, A-267, DeWitt County, Texas, recorded as Document No. 37609, Official Public Records of DeWitt County, Texas.

X. NATHO NO. 1 AND NO. 2 WELLS
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 11/25/03
JOA: 2/18/03 Wessendorff area JOA per letter agreement dated 5/14/03
WI: .765
NRI: .57693749

1. Oil and Gas Lease dated February 18, 2003, from Thomas A. Natho and Jim P. Natho, as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 787, Page 825, Official Public Records of Karnes County, Texas.

2. Oil and Gas Lease dated February 19, 2003, from Ellis E. Lyons, Jr., as Lessor, to Crawford Energy, Inc., as Lessee, recorded in Vol. 785, Page 512, Official Public Records of Karnes County, Texas.

Said leases covering 250 acres of land, more or less, situated out of the Victor Blanco Grant, A-3, Karnes County, Texas.

Y. SMOLIK-SCHORRE NO. 1 WELL

PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 11/25/03
JOA: 2/18/03 Wessendorff area JOA per letter agreement dated 11/25/03
WI: .755
NRI: .56338739

1. Oil and Gas Lease dated February 5, 2003, from David Wayne Hackney, et al., as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 785, Page 502, Official Public Records of Karnes County, Texas.

2. Oil and Gas Lease dated April 10, 2003, from Bobbye Lynn Thomas, et al., as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 787, Page 840, Official Public Records of Karnes County, Texas.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas
Thereby certify, on 3-4-05
Karen McQueen
County Clerk
Brazos County, Texas

90-ST-2

3. Oil and Gas Lease dated January 23, 2003, from Frieda Pargmann, as Lessor, to Crawford Energy, Inc., as Lessee, recorded in Vol. 786, Page 001, Official Public Records of Karnes County, Texas.

4. Oil and Gas Lease dated April 10, 2003, from Gail Reaser, as Lessor, to Crawford Energy, Inc., as Lessee, recorded in Vol. 787, Page 835, Official Public Records of Karnes County, Texas.

5. Oil and Gas Lease dated April 2, 2003, from Don S. Estill, as attorney-in-fact, et al., as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 789, Page 528, Official Public Records of Karnes County, Texas.

6. Oil and Gas Lease dated April 2, 2003, from Don B. Estill, et al., as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 789, Page 515, Official Public Records of Karnes County, Texas.

7. Oil and Gas Lease dated March 3, 2003, from John Smolik and wife, Joyce T. Smolik, as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 786, Page 318, Official Public Records of Karnes County, Texas.

INSOFAR as said leases cover 230 acres of land, more or less, situated out of the C. Martinez Survey, A-6, Karnes County, Texas.

Z. WESSENDORFF NO.'S 1,2,4,5 AND 6 (PUD)
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 2/18/03
WI: .775
NRI: .58125

1. Oil and Gas Lease dated March 17, 2003, from Joe C. Wessendorff and wife, Loise Wessendorff, as Lessors, to Crawford Energy, Inc., as Lessee, covering 82.19 acres of land, situated out of the Carlos Martinez 15 League Grant, A-6, recorded in Vol. 787, Page 493, Official Public Records of Karnes County, Texas.

2. Oil and Gas Lease dated January 7, 2003, from Joe C. Wessendorff and wife, Loise Wessendorff, as Lessors, to Crawford Energy, Inc., as Lessee, covering 230 acres of land situated out of the Carlos Martinez 15 League Grant, A-6, recorded in Vol. 785, Page 151, Official Public Records of Karnes County, Texas.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
I hereby certify, on 3-4-05 JR
Karen McQueen
County Clerk
Brazos County, Texas

AA. MOORE ESTATE NO. 5-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 4/11/83
WI: .66558297
NRI: .51820066

1342.05 acres of land situated out of the James D. Millican Survey, A-41, being described in that certain Unit Designation filed October 30, 1995, recorded in Vol. 2468, Page 272, Official Public Records of Brazos County, Texas, as amended by Amendment to Unit Designation dated November 6, 1995, recorded in Vol. 2478, Page 310, Official Public Records of Brazos County, Texas.

BB. WALKER NO. 2-H WELL
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 6/23/80
WI: .61764706
NRI: .45852636

1165 acres of land situated out of the Andrew D. Houston Survey, A-133, and the Jose Maria Barrera Survey, A-68, Brazos County, Texas, and being that same land described in Mineral Deed dated January 14, 1932, from M.P. Walker, as Grantor, to D. Mike, as Grantee, recorded in Vol. 81, Page 242, Deed Records of Brazos County, Texas, SAVE AND EXCEPT (i) 17 acres situated out of the J.M. Barrera Survey, A-68, described in Mineral Deed from M.P. Walker, as Grantor, to D. Mike, as Grantee, dated January 14, 1932, recorded in Vol. 81, Page 242, Deed Records of Brazos County, Texas, being that land situated south of State Highway 6; and (ii) 3 acres, more or less, situated out of the J.M. Barrera Survey, A-68, Brazos County, Texas, and being that same land described in Deed dated July 7, 1931, from the Federal Trust Company, as Independent Executor and Trustee of the Estate of R.M. Little, to the State of Texas, recorded in Vol. 80, Page 532, Deed Records of Brazos County, Texas.

CC. WALKER NO. 3-H GAS UNIT
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 6/23/80
WI: .61764706
NRI: .46060942

312.77 acres of land, being that same land described in two tracts, to-wit:

(i) 140 acres of land situated out of the Andrew D. Houston Survey, A-133, Brazos

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas
Thereby certify, on 3-4-05
Karen McLean
County Clerk
Brazos County, Texas

SO.ST.2

County, Texas, and being described as two tracts, to-wit:

Tract 1 - 100 acres of land, more or less, being that same land described in Warranty Deed dated April 14, 1921, from A.T. Lucas, as Grantor, to H.E. Smith, as Grantee, recorded in Vol. 54, Page 587, Deed Records of Brazos County, Texas; and 40 acres of land, more or less, situated out Andrew Houston Survey, A-133, and being that same land described in Deed dated April 14, 1921, from W.B. Griffin, as Grantor, to H.E. Smith, as Grantee, recorded in Vol. 54, Page 588, Deed Records of Brazos County, Texas;

Tract 2 - 13.37 acres, being a portion of the Sterrett D. Smith Survey, A-210, being that same land described as "Share C" in Judgment entered pursuant to Cause No. 15408, dated October 15, 1960, styled R.M. Dansby, et al. v. P.P. Prescott, et al.;

(ii) Tract 3 - 159.40 acres of land, more or less, situated out of the Andrew D. Houston Survey, A-133, bounded as follows:

Beginning at a point that is the Northeast corner of the "second Tract" in that certain Oil, Gas and Mineral Lease recorded in Volume 29, Page 525, Oil and Gas Records, Brazos County, Texas;

Thence, southerly along the East line of the Second Tract approximately 4,709 feet to the Southeast corner of the Second Tract;

Thence, westerly along the Southern line of the Second Tract 1,175 feet;

Thence, northerly and parallel to the East line of the Second Tract 500 feet to a point;

Thence, northwestern [sic] in a straight line to a point 600 feet South of the North line and 1,721 feet West of the East line of the Second Tract;

Thence, northerly and parallel with the East line of the Second Tract 600 feet to the North line of the Second Tract;

Thence, easterly along the North line of the Second Tract approximately 1,721 feet to the point of beginning, containing 159.40 acres, more or less.

STATE OF TEXAS
COUNTY OF BRAZOS
I hereby certify that the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk
Brazos County, Texas

DD. MABEL WILKIN NO. 7-H UNIT
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 4/11/83
WI: .66661036
NRI: .5366964

925.93 acres of land, more or less, situated out of the Philip Singleton Survey, A-56, and the James Fisher Survey, A-23, Burleson County, Texas, being that same land described in Designation of Unit filed March 21, 1997, recorded in Vol. 259, Page 301, Oil and Gas Records of Burleson County, Texas.

EE. HAGAN NO. 1 WELL
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 2/18/03 Wessendorff area JOA per letter agreement dated 9/23/04
WI: .76
NRI: .57

Oil and Gas Lease dated February 2, 2004, from Dolores Hagan and Kenneth Hagan, as Lessors, to Crawford Energy, Inc., as Lessee, covering 370 acres of land situated out of the Victor Blanco Four League Grant, A-3, and the D.C. Lyons Survey, A-382, and the W.W. Carter Survey, A-471, Karnes County, Texas, recorded in Vol. 799, Page 598, Official Public Records of Karnes County, Texas.

FF. MARTIN "B" WELL NO. 1
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 12/5/00 with Ed A. Smith
WI: .50
NRI: .37688331

1. Oil, Gas and Mineral Lease dated January 9, 2001, from Gladys Vickers Stillwell as Lessor, to R.E. Martin Oil Co., as Lessee, covering 97.0 acres of land, recorded in Vol. 982, Page 495, Official Records of Washington County, Texas.{PRIVATE }

2. Oil, Gas and Mineral Lease dated January 9, 2001, from Francis Maureen Vickers, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 97.0 acres of land, recorded in Vol. 982, Page 498, Official Records of Washington County, Texas.

3. Oil, Gas and Mineral Lease dated January 9, 2001, from Mary A. Logan Trust and/or Mary A. Logan Trust "B" Share, as Lessor, to R.E. Martin Oil Co., as Lessee, covering

TE OF TEXAS
NTY OF BRAZOS
he foregoing is a true and correct copy as
he same appears on file and recorded in the
appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

97.0 acres of land, recorded in Vol. 982, Page 501, Official Records of Washington County, Texas.

4. Oil, Gas and Mineral Lease dated January 10, 2001, from Helen I. Pennington, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 504, Official Records of Washington County, Texas.

5. Oil, Gas and Mineral Lease dated January 10, 2001, from Robert William Lange, Sr., as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 507, Official Records of Washington County, Texas.

6. Oil, Gas and Mineral Lease dated January 10, 2001, from Gary Gene Lange, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 510, Official Records of Washington County, Texas.

7. Oil, Gas and Mineral Lease dated January 10, 2001, from Dee Ann Glaesmann, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 513, Official Records of Washington County, Texas.

8. Oil, Gas and Mineral Lease dated January 10, 2001, from Michael D. Formby, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 516, Official Records of Washington County, Texas.

9. Oil, Gas and Mineral Lease dated January 10, 2001, from Debra M. Nelson Griffith, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 519, Official Records of Washington County, Texas.

10. Oil, Gas and Mineral Lease dated January 10, 2001, from Don W. Toalson, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 522, Official Records of Washington County, Texas.

11. Oil, Gas and Mineral Lease dated January 10, 2001, from Patricia A. Cornelius, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 526, Official Records of Washington County, Texas.

12. Oil and Gas Lease dated January 5, 2001, from Whitford Family Limited Partnership, et al., as Lessor, to Crawford Energy, Inc., as Lessee, covering 717.151 acres of land, recorded in Vol. 986, Page 396, Official Records of Washington County, Texas.

INSOFAR as said leases are included within the Crawford Energy Operating Company – R. Martin "B" Well No. 1, 312.439 Acre Gas Unit, dated effective January 1, 2002, filed for record in Vol. 1031, Page 548, Official Public Records of Washington County, Texas.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

Doc Bk Vol Pg
00880113 OR 6481 189

Filed for Record in:
BRAZOS COUNTY

On: Jan 19,2005 at 12:37P

As a
Recordings

Document Number: 00880113

Amount 79.00

Receipt Number - 258828
By,
Lynn Greer

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
BRAZOS COUNTY
as stamped hereon by me.

Jan 19,2005

HONORABLE KAREN MCQUEEN, COUNTY CLERK
BRAZOS COUNTY

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas
Thereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

21-21-2

19.

File No. MF095092

Assignment

Date Filed: 3/24/05

Jerry E. Patterson, Commissioner

By

TEXAS GENERAL LAND OFFICE
JERRY PATTERSON, COMMISSIONER

March 24, 2005

Paul R. Hammon
Paul R. Hammon Attorney at Law
1000 Louisiana, Suite 600
Houston, TX 77002

RE: Assignment filing; GLO ID 5005

Dear Mr. Hammon,

The General Land Office received the following instrument(s) and has filed them in the appropriate files. Please see attached "Exhibit A" for reference.

> Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, executed January 10th, 2005, from Hawk Energy, LLC, as Mortgagor, to Gary Milavec, as Trustee Wells Fargo Energy Capital, Inc., as Mortgagee. Instrument Filed in Burleson and Brazos Counties. MF095092, MF096403 MF096580.

Filing fees of $200.00 were received in connection with the above lease. If you have any questions, please feel free to call me at (800) 998-4GLO, or at my direct number at (512) 463-6521.

Sincerely,

Beverly Boyd

Beverly Boyd
Mineral Leasing
Energy Resources
512-463-6521

Exhibit "A"

GLO ID	*County*	*Lease*
5004	*Burleson/Brazos*	MF095092
5004	*Burleson/Brazos*	MF096403
5004	*Burleson/Brazos*	MF096580

Paul R. Hammon
Attorney at Law
1000 Louisiana, Suite 600
Houston, Texas 77002
telephone 713 319 1627
facsimile 713 571 9253

March 14, 2005

Ms. Beverly Boyd
General Land Office
State of Texas
P.O. Box 12873
Austin, Texas 78711-2873

Re: Recording
Hawk Energy, LLC
(My File No. NOR01-26)

Dear Ms. Boyd:

Please record the following enclosed certified copy of the following documents as indicated below:

1. Assignment of Oil, Gas and Mineral Leases from SE Clay #1, L.L.C., et al to Hawk Energy, L.L.C. dated January 10, 2005 recorded in Burleson County under State Lease Nos. M-95092, M-96403 and M-96580;

2. Deed of Trust, Security Agreement, Financing Statement and Assignment of Production by Hawk Energy, LLC in favor of Wells Fargo Energy Capital, Inc. dated January 10, 2005 recorded in Burleson County under State Lease Nos. M-95092, M-96403 and M-96580;

3. Assignment of Oil, Gas and Mineral Leases from SE Clay #1, L.L.C., et al to Hawk Energy, L.L.C. dated January 10, 2005 recorded in Brazos County under State Lease No. M-96580; and

4. Deed of Trust, Security Agreement, Financing Statement and Assignment of Production by Hawk Energy, LLC in favor of Wells Fargo Energy Capital, Inc. dated January 10, 2005 recorded in Brazos County under State Lease No. M-96580.

50.51.2

Also, enclosed is my check in the amount $200.00 for the cost of recording. If this amount is incorrect, please call me.

Thank you for your assistance.

Very truly yours,

Paul R. Hammon

Enclosures (as stated)

2005-03-14

05029745

Attn: Beverly Boyd

129

PAUL R. HAMMON
ATTORNEY AT LAW
IOLTA
1000 LOUISIANA ST., STE. 600
HOUSTON, TX 77002

1022

DATE March 14, 2005 37-65/1119 2324

PAY TO THE ORDER OF General Land Office

$ 200.00

two hundred & no/100 DOLLARS

WELLS FARGO
Wells Fargo Bank, N.A.
1000 Louisiana, Tunnel Level
Houston, TX 77002
wellsfargo.com

FOR NRA 01/26 recording

Paul R. Hammon

MP

⑈001022⑈ [redacted]

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05 MAR 15 PM 1:37

3.15.05

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Doc 00880114 Bk OR Vol 6481 Pg 190

1/10/05

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

MF- 095092
096403
096580

DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

(THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS)

FROM

HAWK ENERGY, L.L.C.
(Mortgagor and Debtor)

TO

Gary Milavec, Trustee
for the benefit of

WELLS FARGO ENERGY CAPITAL, INC.
(Mortgagee and Secured Party)

January 10, 2005

****

This instrument, prepared by Paul R. Hammon, Attorney at Law, 1000 Louisiana, Suite 600, Houston, Texas 77002, contains after-acquired property provisions, covers future advances and proceeds.

ATTENTION OF RECORDING OFFICER: This instrument is a mortgage of both real and personal property and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code. This instrument creates a lien on rights in or relating to lands of Mortgagor which are described in Exhibit A hereto.

RECORDED DOCUMENT SHOULD BE RETURNED TO:

Paul R. Hammon
Attorney at Law
MAC T5002-031
1000 Louisiana, Suite 600
Houston, Texas 77002

5A

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.

Thereby certify, on 3-4-05

Karen McQueen
County Clerk,
Brazos County, Texas

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DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

(THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned **HAWK ENERGY, L.L.C.**, a Texas limited liability company, acting herein by and through its Co-Managers, and with its principal office in Houston, Harris County, Texas and the mailing address for which is 770 South Post Oak Lane., Suite 520, Houston, Texas 77056 ("Mortgagor"), hereby agrees as follows:

ARTICLE I
GRANT

1.01 ***Lien***. Mortgagor, for valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the debt and trust hereinafter mentioned, has granted, bargained, sold, conveyed, transferred and assigned, and by these presents does grant, bargain, sell, convey, transfer and assign to Gary Milavec, Trustee, whose address is 1000 Louisiana, Suite 600, Houston, Texas 77002, and his successors and substitutes in trust, as hereinafter provided (the "Trustee"), for the benefit of **WELLS FARGO ENERGY CAPITAL, INC.**, a Texas corporation, with principal offices in Houston, Harris County, Texas, and the mailing address for which is 1000 Louisiana, Suite 600, Houston, Texas 77002, ("Mortgagee"), the following described property:

> Certain interests in oil, gas and mineral estates in the property more particularly described in the schedule attached hereto, marked Exhibit A for identification, incorporated herein and made a part hereof for all purposes (the "Land").

1.02 ***Security Interest***. To secure the Indebtedness (as hereinafter defined) Mortgagor hereby grants to Mortgagee a continuing security interest in all goods, equipment accounts, contract rights, general intangibles, inventory, hydrocarbons, goods that are or become fixtures, as extracted collateral and any and all other personal property of any kind or character defined in and subject to the provisions of Chapter 9, Secured Transaction of the Texas Business and Commerce Code (the "Uniform Commercial Code"), including the proceeds and products from any and all of such personal property, whether now owned and existing or hereafter acquired or arising, and situated on any of the Land, including, but not limited to, pipe, casing, tubing, rods, storage tanks, boilers, loading racks, pumps, foundations, warehouses, and all other personal property and equipment of every kind and character upon, incident, appurtenant or belonging to and used in connection with the interest

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of Mortgagor, whether now owned and existing or hereafter acquired or arising, in the Land, including title options, title abstracts, title materials and information, files, records, writings, data bases, information, systems, logs, well cores, fluid samples, production data and reports, well testing data and reports, maps, seismic and geophysical data, geological and chemical data and information, interpretative and analytical reports of any kind or nature (including, without limitation, reserve studies and reserve evaluations) and all oil, gas and other minerals and all other as extracted collateral produced or to be produced to the account of Mortgagor from the Land and all accounts receivable, general intangibles and contract rights of Mortgagor in connection with the Land or the leases described in Exhibit A (the "Leases") and all proceeds, products, substitutions and exchanges thereof (the Land, the Leases, and the real and personal property interests hereinabove described being the "Mortgaged Property").

1.03 ***Assignment of Security***. Mortgagor, for the same consideration, hereby grants to Mortgagee any and all rights of Mortgagor to liens and security interests securing payment of proceeds from the sale of production from the Mortgaged Property, including, but not limited to, those liens and security interests provided for in TEX. BUS. & COM. CODE ANN. §9.343 (Tex. UCC) (Vernon 2002), as amended from time to time.

1.04 ***After-Acquired Property***. Mortgagor, for the same consideration, hereby grants, bargains, sells, conveys, transfers and assigns to the Trustee or grants to Mortgagee a continuing security interest in, as the case may be, all additional right, title or interest which Mortgagor may hereafter acquire or become entitled to in the interests, properties, Lands, Leases and premises aforesaid, and in the oil, gas or other minerals in and under or produced from or attributable to any of the Lands or Leases which are the subject of this Deed of Trust, Security Agreement, Financing Statement and Assignment of Production (this "Deed of Trust"), which additional right, title and interest, when acquired, shall constitute "Mortgaged Property," the same as if expressly described and conveyed herein.

1.05 ***Habendum***. TO HAVE AND TO HOLD all and singular the Mortgaged Property and all other property which, by the terms hereof, has or may hereafter become subject to the lien and/or security interest of this Deed of Trust, together with all rights, hereditaments and appurtenances in anywise belonging to the Trustee or Mortgagee, as the case may be, or the successors or assigns of either of them forever.

ARTICLE II
INDEBTEDNESS SECURED

This conveyance is made, IN TRUST, HOWEVER, to secure and enforce the payment of the following indebtedness, obligations and liabilities:

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2.01 ***Specific Obligation***.

(a) All indebtedness evidenced by that certain promissory note dated January 10, 2005 executed by Mortgagor to the order of Mortgagee in the principal face amount of TWENTY MILLION AND NO/100 DOLLARS ($20,000,000.00), bearing interest and payable as therein provided, with the final payment thereof due on or before July 1, 2007, and containing the usual provisions in notes of this character; and

b) Any and all present or future indebtedness obligations or liabilities of Mortgagor according to the terms of any current or future Derivative Contract, as defined in the Governing Agreement (as hereafter defined), between Mortgagor and Mortgagee (or any affiliate of Mortgagee).

2.02 ***Other and Further Indebtedness***. It is contemplated that Mortgagor may from time to time borrow additional sums of money from or otherwise be or become obligated to Mortgagee, and this Deed of Trust is given to secure any and all indebtedness of Mortgagor, present or future, either direct or indirect, primary or secondary, fixed or contingent, which Mortgagor, may now or hereafter owe, or as to which Mortgagor may in any manner become obligated to Mortgagee for payment, including, without limitation, all fees and other obligations of Mortgagor as set forth in the Governing Agreement (as hereinafter defined), indebtedness arising by way of guaranty as to obligations of another to Mortgagee and indebtedness originally owed to a party other than Mortgagee but which becomes owing to Mortgagee as the result of Mortgagee having acquired the right to payment thereof; and this Deed of Trust shall likewise secure not only the above-described indebtedness, but any and all renewals for any period, extensions and rearrangements of all or any portion thereof; and the liens and security interests under this Deed of Trust shall be cumulative of all other liens and security of any and every other kind or character whatsoever securing the above-described indebtedness; provided, however, it is not the intention of the parties hereto to extend the lien and security interest of this Deed of Trust so as to violate, or give rise to an allegation of violation of, any statute, regulation, rule, ordinance or order of the State of Texas, any other applicable jurisdiction or any agency or subdivision of any of such jurisdictions; and, in this connection, this Deed of Trust shall not, solely as to the relevant indebtedness, serve as security for any indebtedness when for it to do so would violate any statute, regulation, rule, ordinance or order of the State of Texas, any other applicable jurisdiction or any agency or subdivision of any of such jurisdictions.

2.03 ***Indebtedness***. The word "Indebtedness" wherever used in this Deed of Trust shall refer to all present and future debts, obligations and liabilities described or

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referred to in this Article II or otherwise in this Deed of Trust, subject, however, to the limitations provided hereinabove in this Article II.

ARTICLE III
WARRANTIES

3.01 ***Warranty of Title***. Mortgagor hereby binds itself, its legal representatives, successors and assigns, to warrant and forever defend all and singular the above-described property, rights, and interests constituting the Mortgaged Property to the Trustee and to the successors and assigns of the Trustee forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

3.02 ***Additional Warranties***. For the same consideration, Mortgagor, for itself, its legal representatives, successors and assigns, covenants, represents and warrants that:

(a) Authority and Enforceability. The incurring by Mortgagor of the indebtedness secured by this Deed of Trust and the execution and delivery by Mortgagor of the evidences of such indebtedness and this Deed of Trust and the performance and observance by Mortgagor of the terms and provisions of such evidences of indebtedness and this Deed of Trust have been duly authorized by any necessary company proceedings and will not contravene any requirement of law or any provision of the articles of formation or regulations of Mortgagor or result in the breach or termination of, or constitute a default under, any indenture or other agreement or instrument to which Mortgagor is a party or by which it or any of its property may be bound or affected. Mortgagor has full right and authority to pledge, mortgage, assign, sell and convey the Mortgaged Property.

(b) Interests in Mortgaged Property. Mortgagor is the lawful owner of the Mortgaged Property, and the interests of Mortgagor in the Mortgaged Property, as set forth in Exhibit A hereto, are true and correct.

(c) Leases in Effect. All of the Leases specifically described in Exhibit A are in full force and effect, and all covenants, express or implied, in respect thereof, or of any assignment thereof which may affect the validity of any of the Leases, have been performed in all material respects insofar as the Leases pertain to the Land.

(d) Interests Free of Liens. The interests of Mortgagor in the Leases are free and clear of all liens, mortgages, oil payments, or other burdens or

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encumbrances and all gross production taxes and other taxes as to which non-payment could result in a lien against any of the Mortgaged Property have been paid, except Permitted Liens, as defined in the Governing Agreement (as hereinafter defined) and Permitted Encumbrances described on Exhibit A attached hereto.

(e) Compliance with Laws. Mortgagor and the Mortgaged Property are in compliance in all material respects with all applicable laws and regulations, including, without limitation, (a) the following federal laws as they may be cited, referenced and amended from time to time: the Clean Air Act, the Clean Water Act, the Safe Drinking Water Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Endangered Species Act, the Resource Conservation and Recovery Act, the Occupational Safety and Health Act, the Hazardous Materials Transportation Act, the Superfund Amendments and Reauthorization Act, and the Toxic Substances Control Act; (b) any and all equivalent environmental statutes of any state in which any Mortgaged Property is situated, as they may be cited, referenced and amended from time to time; (c) the Natural Gas Policy Act, as amended; (d) any rules or regulations promulgated under or adopted pursuant to the above federal and state laws; and (e) any other equivalent federal, state or local statute or any requirement, rule, regulation, code, ordinance or order adopted pursuant thereto, including, without limitation, those relating to the generation, transportation, treatment, storage, recycling, disposal, handling or release of flammables, explosives, radioactive materials, hazardous wastes, asbestos or any material containing asbestos, polychlorinated biphenyls (PCB's), toxic substances or related materials, petroleum and petroleum products and associated oil or natural gas exploration, production and development wastes or any substances defined as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances" under the Comprehensive Environmental Response, Compensation and Liability Act, as amended; the Superfund Amendments and Reauthorization Act, as amended; the Hazardous Materials Transportation Act, as amended; the Resource Conservation and Recovery Act, as amended; the Toxic Substances Control Act, as amended; or any other law, statute, ordinance, rule, regulation or order now or hereafter enacted or promulgated by any governmental authority with jurisdiction and relating to the protection of the environment ("Hazardous Substances").

(f) Gas Contracts. Mortgagor (i) is not obligated in any material respect by virtue of any prepayment made under any contract containing a "take-or-pay" or "prepayment" provision or under any similar agreement to deliver hydrocarbons produced from or allocated to any of the Mortgaged

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Property at some future date without receiving full payment therefor at the time of delivery, and (ii) has not produced gas, in any material amount, subject to, and neither Mortgagor nor any of the Mortgaged Property is subject to, balancing rights of third parties or subject to balancing duties under governmental requirements, except as to such matters for which Mortgagor has established monetary reserves adequate in amount to satisfy such obligations and has segregated such reserves from other accounts.

(g) Refunds. No orders of, proceedings pending before, or other governmental requirements of, the Federal Energy Regulatory Commission, the Texas Railroad Commission or any other similar state or federal regulatory body or governmental authority exist which could result in Mortgagor being required to refund any material portion of the proceeds received or to be received from the sale of hydrocarbons constituting part of the Mortgaged Property.

ARTICLE IV
COVENANTS OF MORTGAGOR

In consideration of the Indebtedness hereinabove described, Mortgagor, for itself, its legal representatives, successors and assigns, covenants and agrees as follows:

4.01 ***Title Curative***. Mortgagor will proceed with reasonable diligence to correct any defect in the title to the Mortgaged Property should any such defect be found to exist after the execution and delivery of this Deed of Trust.

4.02 ***Further Assurances***. Upon request of Mortgagee, Mortgagor will promptly correct any defects, errors or omissions in the execution or acknowledgment of this Deed of Trust or any other document executed in connection herewith or relating to or evidencing all or any portion of the Indebtedness, and will execute, acknowledge, and deliver such division orders, transfer orders and other assurances and instruments as shall, in the opinion of Mortgagee, be reasonably necessary or proper to convey and assign to the Trustee all of the Mortgaged Property herein conveyed or assigned, or intended to be conveyed or assigned.

4.03 ***Maintenance of Leases***. In accordance with prudent operator standards, Mortgagor will keep and continue all Leases, estates and interests herein described and all contracts and agreements relating thereto in full force and effect in accordance with the terms thereof and will not permit the same to lapse or otherwise become impaired for failure to comply with the obligations thereof, whether express or implied. In this connection, Mortgagor shall not release any of the Leases without the prior written consent of Mortgagee.

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4.04 ***Maintenance of Equipment***. Mortgagor will keep and maintain all improvements and all personal property and equipment now or hereafter situated on the Land and constituting a portion of the Mortgaged Property and used or obtained in connection therewith in good state of repair and condition, ordinary wear and tear excepted, and will not tear down or remove the same or permit the same to be torn down or removed without the prior consent of Mortgagee, except in the usual course of operations as may be required for replacement when otherwise in compliance with the provisions of this Deed of Trust.

4.05 ***Notification of Loss***. Mortgagor will notify Mortgagee of the destruction, loss, termination or acquisition of any material portion of the Mortgaged Property within three business days thereof.

4.06 ***Pooling or Unitization***. Mortgagor will not, without the prior written consent of Mortgagee, pool or unitize all or any part of the Mortgaged Property where the pooling or unitization would result in the diminution of the net revenue interest of Mortgagor in production from the pooled or unitized lands attributable to the Mortgaged Property constituting a portion of such pooled or unitized lands. After the formation of any pool or unit in accordance herewith, Mortgagor, at Mortgagee's request, will furnish to Mortgagee a conformed copy of the pooling agreement, declaration of pooling, or other instrument creating the pool or unit. The interest of Mortgagor included in any pool or unit attributable to the Mortgaged Property or any part thereof shall become a part of the Mortgaged Property and shall be subject to liens and security interests hereof in the same manner and with the same effect as though the pool or unit and the interest of Mortgagor therein were specifically described in Exhibit A hereto. In the event any proceedings of any governmental body which could result in pooling or unitizing all or any part of the Mortgaged Property are commenced, Mortgagor shall give prompt written notice thereof to Mortgagee. Any pooling or unitization of all or any part of the Mortgaged Property in violation of this Section shall be of no force or effect against the Trustee or Mortgagee.

4.07 ***Payment of Lienable Claims***. Mortgagor will pay, before such become delinquent, all taxes now or hereafter to accrue against any of the Mortgaged Property and all other taxes or assessments, general or special, lawfully levied against it or such Mortgaged Property which might become a lien thereon unless the same are being diligently contested by Mortgagor.

4.08 ***Payment by Mortgage of Lienable Claims***. In the event Mortgagor shall fail or neglect to pay any taxes, general or special, or shall fail or neglect to relieve the Mortgaged Property from any lien which might become superior or equal to the lien of this Deed of Trust, or fail to carry workers' compensation or other insurance required herein, the Trustee, at his option, or Mortgagee, at its option, may pay such taxes, liens, charges or

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encumbrances, or any part thereof, or effect such workers' compensation insurance; and Mortgagor will promptly reimburse the Trustee or Mortgagee, as the case may be, therefor; and any and all such sums so paid hereunder shall be paid by Mortgagor upon demand at the principal offices of Mortgagee and shall constitute a part of the Indebtedness.

4.09 ***Operation of Mortgaged Property***. Mortgagor will operate or, to the extent that the right of operation is vested in others, will exercise its best efforts to require the operator to operate the Mortgaged Property and all wells drilled thereon and that may hereafter be drilled thereon, continuously and in good workmanlike manner in accordance with the best usage of the field and in accordance with all laws of the United States of America and the state in which the Mortgaged Property is situated, as well as all rules, regulations and laws of any governmental agency having jurisdiction to regulate the manner in which the operation of the Mortgaged Property shall be carried on, and will comply with all terms and conditions of the Leases it now holds and each assignment or contract obligating Mortgagor in any way with respect to the Mortgaged Property; but nothing herein shall be construed to empower Mortgagor to bind the Trustee or Mortgagee to any contract or obligation or render the Trustee or Mortgagee in any way responsible or liable for bills or obligations incurred by Mortgagor.

4.10 ***Maintenance of Workers' Compensation Insurance***. Mortgagor will at all times maintain workers' compensation insurance with a responsible insurance company where required by, and in accordance with, the laws of the state in which the Mortgaged Property is located.

4.11 ***Maintenance of Liability and Casualty Insurance***. Mortgagor will carry public liability and property damage insurance, as well as insurance against loss or damage to the Mortgaged Property by fire, lightning, tornado and explosion, as set forth in the Governing Agreement (as hereinafter defined).

4.12 ***Compliance with Operating Agreements***. Mortgagor agrees to pay promptly all bills for labor and materials incurred in the operation of the Mortgaged Property and will promptly pay its share of all costs and expenses incurred under any joint operating agreement affecting the Mortgaged Property or any portion thereof; will furnish Mortgagee, as and when requested, full information as to the status of any joint account maintained with others under any such operating agreement; and will not take any action to incur any liability or lien thereunder. Furthermore, Mortgagor will not consent or agree to participate in any proposed operation under any presently existing operating agreement affecting the Mortgaged Property unless Mortgagor has readily available funds equal to Mortgagor's share of the estimated cost of the proposed operation prior to electing to participate in the operation.

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4.13 ***Access to Mortgaged Property***. Mortgagor will permit Mortgagee and its accredited agents, representatives, attorneys and employees, at the sole risk and expense of Mortgagee and such agents, representatives, attorneys and employees, at all times to go upon, examine, inspect and remain on the Mortgaged Property, and to go upon the derrick floor of any well at any time drilled or being drilled thereon, and will furnish Mortgagee, upon request, all pertinent information regarding the development and operation of the Mortgaged Property.

4.14 ***Notification of Legal Proceedings***. Mortgagor will notify Mortgagee promptly and in writing of the commencement of any legal proceedings affecting the Mortgaged Property or any part thereof, and will take such action as may be necessary to preserve the rights of Mortgagor, the Trustee and Mortgagee affected thereby; and should Mortgagor fail or refuse to take any such action, Mortgagee may at its election take such action on behalf and in the name and at the cost and expense of Mortgagor.

4.15 ***Waivers***. Mortgagor hereby expressly waives, to the full extent permitted by applicable law, any and all rights or privileges of marshaling of assets, sale in inverse order of alienation, notices, appraisements, redemption and any prerequisite in the event of foreclosure of the liens and/or security interests created herein. Mortgagee at all times shall have the right to release any part of the Mortgaged Property now or hereafter subject to the liens or security interests of this Deed of Trust, any part of the proceeds of production or other income herein or hereafter assigned or pledged, or any other security it now has or may hereafter have securing the Indebtedness, without releasing any other part of the Mortgaged Property, proceeds or income, and without affecting the liens or security interests hereof as to the part or parts of the Mortgaged Property, proceeds or income not so released or the right to receive future proceeds and income.

4.16 ***Liens***. Other than Permitted Liens, as defined in the Governing Agreement (as hereinafter defined) and Permitted Encumbrances described on Exhibit A attached hereto, without prior approval and written consent of Mortgagee, Mortgagor will not create, incur, assume or suffer to exist any mortgage, lien, security interest, charge, encumbrance or assessment on all or any portion of the Mortgaged Property, regardless of whether the mortgage, lien, security interest, charge, encumbrance or assessment is senior, coordinate, junior, inferior or subordinate to the lien and security interest created hereby. Should any such mortgage, lien, security interest, charge, encumbrance or assessment not consented to in writing by Mortgagee arise, Mortgagor will promptly discharge and remove the same from the Mortgaged Property. Any mortgage, lien, security interest, charge, encumbrance or assessment in violation of this Section shall be of no force or effect against Mortgagee.

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4.17 ***Transfer or Division Orders***. Upon request of Mortgagee after the occurrence and during the continuation of an Event of Default, Mortgagor will execute and deliver written notices of assignments to any persons, corporations or other entities owing or which may in the future owe to Mortgagor monies or accounts arising in connection with (a) any oil, gas or mineral production from all or any portion of the Mortgaged Property; (b) any gas contracts, processing contracts or other contracts relating to all or any portion of the Mortgaged Property; or (c) the operation of or production from all or any portion of the Mortgaged Property. The notices of assignments shall advise the third parties that all of the monies or accounts described above have been assigned to Mortgagee, and if required by Mortgagee, shall also require and direct that future payments thereof, including amounts then owing and unpaid, be paid directly to Mortgagee.

4.18 ***Compliance with Laws***. Mortgagor will comply at all times and in all material respects with all federal, state and local laws, regulations and ordinances applicable to the Mortgaged Property, including, without limitation, all environmental protection and hazardous waste requirements, and in this regard:

(a) Natural or Environmental Resources Compliance. Mortgagor will comply with any and all applicable local, state and federal laws, ordinances, rules, regulations and orders (a) related to any natural or environmental resource or media located on, above, within, in the vicinity of, related to or affected by the Mortgaged Property, any other property of Mortgagor in which Mortgagee has a mortgage, security or other interest, or any other property of Mortgagor, or (b) required for the performance or conduct of the operations of Mortgagor.

(b) Notification of Hazardous Substances Inquiries. Mortgagor will forthwith notify Mortgagee in writing of any request from any governmental agency or other entity for information regarding releases of Hazardous Substances from, affecting or related to the Mortgaged Property, any other property of Mortgagor in which Mortgagee has a mortgage, security or other interest or any other property of Mortgagor; notify Mortgagee of any actual, proposed or threatened testing or other investigation by any governmental agency or other entity concerning the environmental condition of or related to such property; and provide to Mortgagee such information as Mortgagee shall request concerning the generation, storage, disposal, transportation or other management, if any, of any Hazardous Substance.

(c) Hazardous Substances Compliance and Indemnification. Mortgagor will at all times comply fully and in a timely manner with, and will cause all employees, agents, contractors, sub-contractors and future lessees

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(pursuant to appropriate lease provisions) of Mortgagor, while such persons are acting within the scope of their relationship with Mortgagor, to so comply in all material respects with, all applicable federal, state and local laws, regulations, guidelines, codes and ordinances applicable to the use, generation, handling, storage, treatment, transport and disposal of any Hazardous Substances now or hereafter located or present on or under the Mortgaged Property. Except for periods when Mortgagee has acceded to the rights of the Mortgaged Property, Mortgagor indemnifies and holds Mortgagee, its shareholders, officers, directors, employees, agents, attorneys-in-fact and affiliates harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial actions, requirements and enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, without limitation, attorneys' fees and expenses), arising directly or indirectly, in whole or in part, from (a) the presence of any Hazardous Substances on, under or from the Mortgaged Property, whether prior to or during the term hereof, (b) any activity carried on or undertaken on or off the Mortgaged Property, whether prior to or during the term hereof, and whether by Mortgagor or any predecessor in title or any employees, agents, contractors or subcontractors of Mortgagor or any predecessor in title, or any third persons at any time occupying or present on the Mortgaged Property, in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Substances at any time located or present on or under the Mortgaged Property, or (c) any residual contamination on or under the Mortgaged Property or affecting any natural resources in, on or under the Mortgaged Property, or any contamination of any other property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any Hazardous Substance by Mortgagor or any employee, agent, contractor or subcontractor of Mortgagor, irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances, including, without limitation, any of the foregoing arising, in whole or in part, from negligence (except for gross negligence or willful misconduct) on the part of Mortgagee or any of its shareholders, officers, directors, employees, agents, attorneys-in-fact or affiliates (the foregoing indemnity being the "Hazardous Substances Indemnity").

(d) Survival of Indemnification. The Hazardous Substances Indemnity shall survive repayment of the Indebtedness, provided that the claims and other actions of any kind against Mortgagee which give rise to the

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Witness my hand and seal of office this, the 3-4-05
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Hazardous Substances Indemnity are not barred by the applicable statute of limitations at the time such claims or actions are instituted.

4.19 ***Covenants Running with the Land***. All covenants and agreements herein contained shall constitute covenants running with the Land.

ARTICLE V
DEFEASANCE, FORECLOSURE AND OTHER REMEDIES

5.01 ***Defeasance***. Should Mortgagor make due and punctual payment of the Indebtedness, as the same becomes due and payable, and duly observe and perform all of the covenants, conditions and agreements herein and in all other agreements with Mortgagee provided to be observed and performed by Mortgagor, then the conveyance of the Mortgaged Property shall become of no further force and effect, and the lien and security interest hereof shall be released at the cost and expense of Mortgagor; otherwise, it shall remain in full force and effect.

5.02 ***Acceleration and Exercise of Power of Sale***. Upon the occurrence of any Event of Default, as defined in the Governing Agreement (as hereinafter defined), Mortgagee may declare the aggregate principal amount of all Indebtedness then outstanding and all interest accrued thereon immediately due and payable, whereupon the same shall become immediately due and payable without presentment, demand, protest, notice of protest, default or dishonor, notice of intent to accelerate maturity, notice of acceleration of maturity or other notice of any kind, all of which are hereby expressly waived by Mortgagor to the full extent permitted by applicable law.

Upon the occurrence of any Event of Default or at any time thereafter while the Indebtedness or any part thereof remains unpaid, it shall be the duty of the Trustee, on request of Mortgagee (which request is hereby presumed), to enforce this Trust and, after advertising the time and place of the sale for at least 21 days prior to the day of sale, by posting or causing to be posted a written or printed notice thereof at the courthouse door and by filing a copy of such notice in the office of the county clerk of each county in which the Mortgaged Property or any part thereof may be situated, and serving written notice of the proposed sale on each debtor obligated to pay the Indebtedness according to the records of Mortgagee, by postage prepaid, certified United States mail, at the most recent address for such debtor as shown by the records of Mortgagee, at least 21 days prior to the day of sale, to sell the Mortgaged Property, either as a whole or in parcels, as the Trustee may deem proper, at public venue at the courthouse of the county in which the Mortgaged Property or any part thereof may be situated (and being the county designated in the notice of sale) on the first Tuesday of any month between the hours of 10:00 a.m. and 4:00 p.m., to the highest bidder

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for cash, and after such sale to execute and deliver to the purchaser or purchasers good and sufficient deeds and assignments, conveying such property so sold to the purchaser or purchasers with general warranty of title made on behalf of Mortgagor. The Trustee, or his successor or substitute, is hereby authorized and empowered to appoint any one or more persons as his attorneys-in-fact to act as Trustee under him and in his name, place and stead, such appointment to be evidenced by a written instrument executed by the Trustee, or his successor or substitute, to perform any one or more act or acts necessary or incident to any sale under the power of sale hereunder, including, without limitation, the posting and filing of any notices, the conduct of the sale and the execution and delivery of any instruments conveying the Mortgaged Property as a result of the sale, but in the name and on behalf of the Trustee, or his successor or substitute; and all acts done or performed by such attorneys-in-fact shall be valid, lawful and binding as if done or performed by the Trustee, or his successor or substitute. No single sale or series of sales by the Trustee shall extinguish the lien or exhaust the power of sale hereunder except with respect to the items of property sold, but such lien and power shall exist for so long as and may be exercised in any manner by law or as herein provided as often as the circumstances require to give Mortgagee full relief hereunder. The purchaser at any such sale shall not assume, nor shall the heirs, legal representatives, successors or assigns of such purchaser, be deemed to have assumed, by reason of the acquisition of property or rights mortgaged hereunder, any liability or obligation of any lessee or operator of the Mortgaged Property, or any part thereof, arising by reason of any occurrence taking place prior to such sale. It shall not be necessary to have present, or to exhibit at any such sale, any of the personal property subject to the lien or security interest hereof.

5.03 ***Rights as Secured Party***. Upon the occurrence of any Event of Default, Mortgagee shall be entitled to all of the rights, powers and remedies afforded a secured party by the Uniform Commercial Code with respect to the personal property and fixtures in which Mortgagee has been granted a security interest hereby, or Mortgagee may proceed in accordance with the provisions hereof as to both the real and personal property covered hereby.

5.04 ***Application of Proceeds of Sale***. The Trustee is authorized to receive the proceeds of each sale of Mortgaged Property and apply the same as follows:

FIRST: to the payment of all necessary costs and expenses incident to the execution of this Deed of Trust;

SECOND: to any and all Indebtedness then hereby secured, application to be made in such order and in such manner as Mortgagee may, in its discretion, elect;

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THIRD: the balance, if any, to Mortgagor or its successors or assigns.

5.05 ***Substitute Trustee***. In the event of the death of the Trustee, or his removal from the State of Texas, or his failure, refusal, or inability for any reason to make any such sale or to perform any of the trusts herein declared, or at any time, whether with or without cause, Mortgagee may appoint, in writing, a substitute trustee who shall thereupon succeed to all the estates, rights, powers, and trusts herein granted to and vested in the Trustee. In the same events as first above stated, and in the same manner, successive substitute Trustees may thereafter be appointed.

5.06 ***Statements by Trustee***. It is agreed that in any deed or deeds given by any Trustee any and all statements of fact or other recitals therein made as to the identity of the holder or holders of the Indebtedness, or as to default in the payments thereof or any part thereof, or as to the breach of any covenants herein contained, or as to the request to sell, notice of sale, time, place, terms and manner of sale, and receipt, application, and distribution of the money realized therefrom, or as to the due and proper appointment of a substitute trustee, and, without being limited by the foregoing, as to any other or additional act or thing having been done by Mortgagee or the Trustee, shall be taken by all courts of law and equity as prima facie evidence that the statements or recitals state facts and are without further question to be so accepted; and Mortgagor does hereby ratify and confirm any and all acts that the Trustee may lawfully do in the premises by virtue of the terms and conditions of this instrument.

5.07 ***Suit to Collect and Foreclose***. Mortgagee, at its election, or the Trustee, upon written request of Mortgagee, may proceed by suit or suits, at law or in equity, to enforce the payment of the Indebtedness in accordance with the terms hereof and of the notes, guaranties or other documents evidencing it, and to foreclose the lien and/or security interest of this Deed of Trust as against all or any portion of the Mortgaged Property and to have such property sold under the judgment or decree of a court of competent jurisdiction.

5.08 ***Mortgagee or Trustee as Purchaser***. It is expressly understood that Mortgagee or the Trustee may be a purchaser of the Mortgaged Property, or of any part thereof, at any sale thereof, whether such sale be under the power of sale hereinabove vested in the Trustee or upon any other foreclosure of the lien and/or security interest hereof, or otherwise; and Mortgagee or the Trustee so purchasing shall, upon any such purchase, acquire good title to the Mortgaged Property so purchased, free of the lien and/or security interest of this Deed of Trust and free of all rights of redemption in Mortgagor.

5.09 ***Performance by Mortgagee or Trustee***. If Mortgagor should fail to comply with any of the covenants or obligations of Mortgagor hereunder, then Mortgagee or

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the Trustee may perform the same for the account and at the expense of Mortgagor but shall not be obligated so to do. Any and all expenses incurred or paid in so doing shall be payable by Mortgagor to Mortgagee, with interest at the rate set forth in the Governing Agreement (as hereinafter defined), from the date when same was so incurred or paid, and the amount thereof shall be payable on demand and shall be secured by and under this Deed of Trust. The amount and nature of such expense and the time when paid shall be fully established by the affidavit of Mortgagee or any officer or agent thereof or by the affidavit of any Trustee acting hereunder; provided, however, that the exercise of the privileges granted in this Section shall in no way be considered or constitute a waiver of the right of Mortgagee upon the occurrence of an Event of Default hereunder to declare the Indebtedness at once due and payable but shall be cumulative of such right and all other rights herein given.

5.10 ***Entry and Operation***. Upon the occurrence of any one or more Events of Default, then in each and every such case and in addition to the other rights and remedies hereunder, the Trustee or Mortgagee, whether or not the Indebtedness shall have become due and payable, may, but shall not be obligated to, enter into and upon and take possession of all or any part of the Mortgaged Property and may exclude Mortgagor, its agents and servants wholly therefrom and have, hold, use, operate, manage and control all or any part of the Mortgaged Property and produce the oil, gas and other minerals therefrom and market the same, all at the sole risk and expense of Mortgagor and at the expense of the Mortgaged Property, applying the net proceeds so derived, first, to the cost of maintenance and operation of such Mortgaged Property; second, to the payment of all Indebtedness secured hereby, principal and interest, application to be made first to interest and then to principal; and the balance thereof, if any, shall be paid to Mortgagor. Upon such payment of all such costs and Indebtedness, the Mortgaged Property shall be returned to Mortgagor in its then condition and neither the Trustee nor Mortgagee shall be liable to Mortgagor for any damage or injury to the Mortgaged Property except such as may be caused through the fraud, gross negligence or willful misconduct of the Trustee or Mortgagee, as the case may be.

5.11 ***Power of Attorney to Mortgagee***. Mortgagor does hereby designate Mortgagee as the agent of Mortgagor to act in the name, place and stead of Mortgagor after the occurrence of an Event of Default in the exercise of each and every remedy set forth herein and in conducting any and all operations and taking any and all action reasonably necessary to do so, recognizing such agency in favor of Mortgagee to be coupled with the interests of Mortgagee under this Deed of Trust and, thus, irrevocable so long as this Deed of Trust is in force and effect.

5.12 ***Remedies Cumulative and Non-Exclusive***. The rights of entry, sale, or suit, as hereinabove or hereinafter conferred, are cumulative of all other rights and remedies herein or by law or in equity provided, and shall not be deemed to deprive Mortgagee or the Trustee of any such other legal or equitable rights or remedies, by judicial proceedings or

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otherwise, appropriate to enforce the conditions, covenants and terms of this Deed of Trust and of any note, guaranty or other document reflecting the Indebtedness; and the employment of any remedy hereunder or otherwise shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

ARTICLE VI
ASSIGNMENT OF PRODUCTION

6.01 ***Assignment***. In addition to the conveyance to the Trustee herein made, but subject to the subordination provisions of Section 1.06 above, Mortgagor does hereby transfer, assign, deliver and convey unto Mortgagee, its successors and assigns, all of the oil, gas and other minerals produced, saved or sold from the Mortgaged Property and attributable to the interest of Mortgagor therein subsequent to 7:00 a.m. on the first day of the month in which this Deed of Trust is executed, together with the proceeds of any sale thereof. Mortgagor hereby directs any purchaser now or hereafter taking any production from the Mortgaged Property to pay to Mortgagee such proceeds derived from the sale thereof and to continue to make payments directly to Mortgagee until notified in writing by Mortgagee to discontinue the same, and the purchaser of any such production shall not be required to see to the application of the proceeds thereof by Mortgagee, and payment made to Mortgagee shall be binding and conclusive as between such purchaser and Mortgagor. Mortgagor further agrees to perform all such acts and to execute all such further assignments, transfer and division orders and other instruments as may be required or desired by Mortgagee or any other party to have such proceeds and revenues so paid to Mortgagee.

6.02 ***Change of Purchaser***. Should any purchaser taking the production from the Mortgaged Property fail to make prompt payment to Mortgagee in accordance with the provisions of Section 6.01, Mortgagee shall have the right, at the expense of Mortgagor, to demand a change of connection and to designate another purchaser with whom a new connection may be made, without any liability on the part of Mortgagee in making such selection, so long as ordinary care is used in the making thereof; and promptly upon such demand, Mortgagor shall take all necessary and appropriate action to effect such change of connection, so long as Mortgagor is entitled to do so under applicable contracts for the sale of production from the Mortgaged Property.

6.03 ***Application of Proceeds***. Mortgagor authorizes and empowers Mortgagee to receive, hold and collect all sums of money paid to Mortgagee in accordance with the provisions of Section 6.01, and to apply the same as hereinafter provided, all without any liability or responsibility on the part of Mortgagee, save and except as to good faith in so receiving and applying such sums. All payments provided for in Section 6.01 shall be paid promptly to Mortgagee, and shall be applied to the Indebtedness pursuant to the provisions of the Governing Agreement (as hereinafter defined).

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6.04 ***No Postponement of Installments on Indebtedness***. It is understood and agreed that should such payments provided for by Section 6.01 be less than the sum or sums then due on the Indebtedness, such sum or sums then due shall nevertheless be paid by Mortgagor in accordance with the provisions of the notes, guaranties or other documents evidencing the Indebtedness, and neither the assignment made pursuant to Section 6.01 nor any other provisions hereof shall in any manner be construed to affect the terms and provisions of such notes, guaranties or other documents evidencing the Indebtedness. Likewise, neither the assignment made pursuant to Section 6.01 nor any other provisions hereof shall in any manner be construed to affect the liens, rights, title and remedies herein granted securing the Indebtedness or the liability of Mortgagor therefor. The rights under this Article VI are cumulative of all other rights, remedies, and powers granted under this Deed of Trust and are cumulative of any other security which Mortgagee now holds or may hereafter hold to secure the payment of the Indebtedness.

6.05 ***Turnover to Mortgagee***. Should Mortgagor receive any of the proceeds of any sale of oil, gas or other minerals produced, saved or sold from the Mortgaged Property, which under the terms hereof should have been remitted to Mortgagee, Mortgagor will immediately remit same in full to Mortgagee.

6.06 ***Release of Proceeds Upon Payment of Indebtedness***. Upon payment in full of all Indebtedness, the remainder of such proceeds held by Mortgagee, if any, shall be paid over to Mortgagor upon demand, and a release of the interest hereby assigned will be made by Mortgagee to Mortgagor at its request and its expense.

6.07 ***Duty of Mortgagee***. Except for liability arising out of Mortgagee's gross negligence or willful misconduct, Mortgagee shall not be liable for any failure to collect, or for any failure to exercise diligence in collecting, any funds assigned hereunder. Mortgagee shall be accountable only for funds actually received.

6.08 ***Power of Attorney to Mortgagee***. Mortgagor does hereby designate Mortgagee as the agent of Mortgagor to act in the name, place and stead of Mortgagor for the purpose of taking any and all actions deemed by Mortgagee necessary for the realization by Mortgagee of the benefits of the assignment of production provided herein, recognizing such agency in favor of Mortgagee to be coupled with the interests of Mortgagee under this Deed of Trust and, thus, irrevocable so long as this Deed of Trust is in force and effect.

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ARTICLE VII
MISCELLANEOUS

7.01 ***Interest***. Any provision in any document that may be executed in connection herewith to the contrary notwithstanding, Mortgagee shall in no event be entitled to receive or collect, nor shall any amounts received hereunder be credited so that Mortgagee shall be paid, as interest a sum greater than that authorized by law. If any possible construction of this Deed of Trust or any note, guaranty or other document evidencing or relating to all or any portion of the Indebtedness seems to indicate any possibility of a different power given to Mortgagee or any authority to ask for, demand or receive any larger rate of interest, this clause shall override and control, and proper adjustments shall be made accordingly.

7.02 ***Agreement as Entirety***. This Deed of Trust, for convenience only, has been divided into Articles, Sections and subsections; and it is understood that the rights, powers, privileges, duties and other legal relations of Mortgagor, the Trustee and Mortgagee shall be determined from this instrument as an entirety and without regard to the aforesaid division into Articles, Section and subsections and without regard to headings affixed to such Articles, Sections or subsections.

7.03 ***Number and Gender***. Whenever the context requires, reference herein made to the single number shall be understood to include the plural, and the plural shall likewise be understood to include the singular. Words denoting sex shall be construed to include the masculine, feminine and neuter when such construction is appropriate; and specific enumeration shall not exclude the general, but shall be construed as cumulative.

7.04 ***Rights and Remedies Cumulative***. All rights, powers, immunities, remedies and liens of Mortgagee existing and to exist hereunder or under any other instruments or at law or in equity and all other or additional security shall be cumulative and not exclusive, each of the other. Mortgagee shall, in addition to the rights and remedies herein expressly provided, be entitled to such other remedies as may now or hereafter exist at law or in equity for securing and collecting the Indebtedness, for enforcing the covenants herein, and for foreclosing the liens hereof. Resort by Mortgagee to any right or remedy provided for hereunder or at law or in equity shall not prevent concurrent or subsequent resort to the same or any other right or remedy. No security heretofore, herewith or subsequently taken by Mortgagee shall in any manner impair or affect the security given by this instrument or any security by endorsement or otherwise presently or previously given; and all security shall be taken, considered and held as cumulative.

7.05 ***Parties in Interest***. This Deed of Trust shall be binding upon the parties and their respective heirs, administrators, legal representatives, successors and assigns, and

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shall inure to the benefit of the Mortgagee and its legal representatives, successors and assigns. The terms used to designate any of the parties herein shall be deemed to include the heirs, administrators, legal representatives, successors and assigns of such parties; and the term "Mortgagee" shall also include any lawful owner, holder or pledgee of any Indebtedness.

7.06 ***Supplements***. Without in any manner limiting the effect of Section 1.04 or any other provisions of this Deed of Trust as to the binding effect of this Deed of Trust on after-acquired rights of Mortgagor, it is contemplated by the parties hereto that from time to time additional interests and properties may or will be added to the interests and properties subject to the liens, rights, titles and interests created by this Deed of Trust by means of supplemental indentures identifying this Deed of Trust and describing such interests and properties to be so added and included. Upon the execution of any such supplemental indenture, the liens, rights, titles and interests created herein shall immediately attach to and be effective with respect to any such interests and properties so described, the same as if such interests and properties had been specifically described herein, and such interests and properties being included in the term "Mortgaged Property," as used herein.

7.07 ***Invalidity***. In the event that any one or more of the provisions contained in this Deed of Trust shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Deed of Trust or any provision of any other document relating to any Indebtedness.

7.08 ***Construction***. All titles or headings to Articles, Sections, subsections or other divisions of this Deed of Trust or the exhibits hereto are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such Articles, Sections, subsections or other divisions, such other content being controlling as to the agreement among the parties hereto. Article, Section, subsection and Exhibit references herein are to such Articles, Sections, subsections and Exhibits of this Deed of Trust unless otherwise specified. The words "hereby," "herein," "hereinabove," "hereinafter," "hereinbelow," "hereof" and "hereunder" when used in this Deed of Trust shall refer to this Deed of Trust as a whole and not to any particular Article, Section, subsection or provision of this Deed of Trust.

7.09 ***Financing Statement Filings***.

(a) Any copy of this instrument may also serve as a financing statement under the Uniform Commercial Code between Mortgagor and Mortgagee. Mortgagor's present address is 770 South Post Oak Lane, Suite 520, Houston, Texas 77056. Mortgagor is a Texas limited liability company whose organizational identification number is 800425533.

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(b) The officer where Mortgagor keeps Mortgagor's accounting recordings concerning the Mortgaged Property covered by this Mortgage is Mortgagor's chief executive office and is the same address as set forth in (a) above.

(c) Mortgagee is authorized to file, in any jurisdiction where Mortgagee deems it necessary, a financing statement or statements covering the Mortgaged Property, and at the reasonable request of Mortgagee, Mortgagor will join Mortgagee in executing one or more such financing statements pursuant to the Uniform Commercial Code in form satisfactory to Mortgagee, and will pay the cost of filing or recording this instrument, as a financing statement, in all public offices at any time and from time to time whenever filing or recording of any financing statement or of this instrument is reasonably deemed by Mortgagor to be necessary or desirable.

7.10 ***As Extracted Collateral, Accounts and Fixtures***. Portions of the Mortgaged Property consist of (i) oil, gas and other minerals (as-extracted collateral) produced or to be produced from the Land and to the accounts resulting from the sale thereof at the wellhead, or (ii) goods which are or will become fixtures attached to the real property constituting a portion of the Mortgaged Property, and Mortgagor hereby agrees that this instrument shall be filed for record in the real property records and the Uniform Commercial Code records of the counties in which the Mortgaged Property is located as a financing statement to perfect the security interest of Mortgagee in said portions of the Mortgaged Property. The said oil, gas and other minerals and accounts will be financed at the wellhead of the oil and gas wells located on the Lands. The name of the record owner of the Mortgaged Property is the party named herein as Mortgagor. If allowed by applicable law, this Deed of Trust when filed for record in the real estate records in the county shall constitute a financing statement for Fixtures and As-Extracted Collateral, as those terms are defined in the Uniform Commercial Code. Nothing herein contained shall impair or limit the effectiveness of this document as a security agreement or financing statement for other purposes.

7.11 ***Counterparts***. For the convenience of the parties, this instrument may be executed in multiple counterparts, each of which for all purposes shall be deemed, and may be enforced from time to time as, a chattel mortgage, real estate mortgage, deed of trust, security agreement, assignment or contract, or as one or more thereof. For recording purposes, various counterparts have been executed, and there may be attached to each such counterpart an Exhibit A containing only the description of the Mortgaged Property, or portions thereof, which relates to the county or state in which the particular counterpart is to be recorded. A complete, original counterpart of this instrument with a complete Exhibit A may be obtained from Mortgagee. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

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7.12 ***No Waiver by Mortgagee***. No course of dealing on the part of Mortgagee, its officers or employees, nor any failure or delay by Mortgagee with respect to exercising any of its rights or remedies hereunder shall operate as a waiver thereof nor shall the exercise or partial exercise of any such right or remedy shall preclude the exercise of any other right or remedy.

7.13 ***Governing Agreement***. This Deed of Trust is made, pursuant and subject to the terms and provisions of that certain Credit Agreement dated of even date herewith among Mortgagor and Mortgagee (as amended or restated from time to time, the "Governing Agreement"). In the event of a conflict between the terms and provisions of this Mortgage and those of the Governing Agreement, the terms and provisions of the Governing Agreement shall govern and control; provided, however, the inclusion in this Deed of Trust of provisions not addressed in the Governing Agreement shall not be deemed a conflict and all such additional provisions contained herein shall be given full force and effect.

IN WITNESS WHEREOF, this Deed of Trust, Security Agreement, Financing Statement and Assignment of Production is executed on this 10th day of January, 2005.

HAWK ENERGY, L.L.C.

By: _____
A. Gail Crawford
Co-Manager

By: _____
Dan C. Crawford
Co-Manager

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THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared A. Gail Crawford, Co-Manager of Hawk Energy, L.L.C., a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of such limited liability company and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE 10th day of January, 2005.

PATTI WAUGHTEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 1, 2006

Patti Waughtel
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires:

2/1/06

Patti Waughtel
(Printed Name of Notary Public)

STATE OF TEXAS
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I hereby certify that this instrument is a true and correct copy as it appears on file and recorded in the official public records of Brazos, County, Texas.
Witness my hand and seal of office, this the 3-4-05
Karen McQueen
County Clerk,
Brazos County, Texas

SOSTS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Dan C. Crawford, Co-Manager of Hawk Energy, L.L.C., a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of such limited liability company and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE 10th day of January, 2005.

PATTI WAUGHTEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 1, 2006

Patti Waughtel
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires:

2/1/06

Patti Waughtel
(Printed Name of Notary Public)

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EXHIBIT A
TO
DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION
(THE "DEED OF TRUST")

This Exhibit A sets forth the description of certain property interests covered by the Deed of Trust to which this Exhibit A is attached. All of the terms defined in the Deed of Trust are used in this Exhibit A with the

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and existing or hereafter acquired or arising, of Mortgagor in, to and under or derived from all renewals and extensions of any oil, gas and mineral leases described herein, it being specifically intended hereby that any new oil and gas lease (i) in which an interest is acquired by Mortgagor after the termination or expiration of any oil and gas lease, the interests of Mortgagor in, to and under or derived from which are subject to the lien and security interest hereof, and (ii) that covers all or any part of the property described in and covered by such terminated or expired leases, shall, to the extent, and only to the extent such new oil and gas lease may cover such property, be considered a renewal or extension of such terminated or expired lease; and

(c) All right, title and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in, to and under or derived from any operating, farmout and bidding agreements, assignments and subleases, whether described in this Exhibit A, to the extent, and only to the extent, that such agreements, assignments and subleases (i) cover or include any present right, title and interest of Mortgagor in and to the leases and/or lands described in this Exhibit A, or (ii) cover or include any other undivided interests now or hereafter held by Mortgagor in, to and under the described leases and/or lands, including, without limitation, any future operating, farmout and bidding agreements, assignments, subleases and pooling, unitization and communitization agreements and the units created thereby (including, without limitation, all units formed under orders, regulations, rules or other official acts of any governmental body or agency having jurisdiction) to the extent and only to the extent that such agreements, assignments, subleases, or units cover or include the described leases and/or lands; and

(d) All right, title and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in, to and under or derived from all presently existing and future advance payment agreements, oil, casinghead gas and gas sales, exchange and processing contracts and agreements, including, without limitation, those contracts and agreements that are described on this Exhibit A, to the extent, and only to the extent,

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those contracts and agreements cover or include the described leases and/or lands; and

(e) All right, title and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in, to and under or derived from all existing and future permits, licenses, easements and similar rights and privileges that relate to or are appurtenant to any of the described leases and/or lands.

Notwithstanding the intention of this Deed of Trust to cover all of the right, title and interest of Mortgagor in and to the described leases and/or lands, whether now owned and existing or hereafter acquired or arising, Mortgagor hereby specifically warrants and represents that the interests covered by this Exhibit are not greater than the working interest nor less than the net revenue interest, overriding royalty interest, net profit interest, production payment interest, royalty interest or other interest payable out of or measured by production set forth in connection with each oil and gas well described in this Exhibit. In the event Mortgagor owns any other or greater interest, such additional interest shall also be covered by and included in this Deed of Trust.

The designation "Working Interest" or "W.I." means an interest owned in an oil, gas and mineral lease that determines the cost-bearing percentage of the owner of such interest. The designation "Net Revenue Interest" or "N.R.I." means net revenue interest, or that portion of the production attributable to the owner of a working interest after deduction for all royalty burdens, overriding royalty burdens or other burdens on production, except severance, production, windfall profits and other similar taxes. The designation "Overriding Royalty Interest" or "ORRI" means an interest in production which is free of any obligation for the expense of exploration, development and production, bearing only its prorata share of severance, production, windfall profits and other similar taxes and, in instances where the document creating the overriding royalty interest so provides, costs associated with compression, dehydration, other treating or processing or transportation of production of oil, gas or other minerals relating to the marketing of such production. The designation "Royalty Interest" or "RI" means an interest in production which results from an ownership in the mineral fee estate or royalty estate in the relevant land and which is free of any obligation for the expense of exploration, development and production, bearing only its prorata share of severance, production, windfall profits and other similar taxes and, in instances where the document creating the royalty interest so provides, costs associated with compression, dehydration, other treating or processing or transportation of production of oil, gas or other minerals relating to the marketing of such production.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05

County Clerk:
Brazos County, Texas

SO.ST.2

EXHIBIT A

A. WELL NAME: JESSE MOORE WELL NO. 11-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA DATED: 6/1/80
JOA DATED: 12/05/00
WI: .5066875
NRI: .39598748

Oil, Gas and Mineral Lease dated November 7, 1973, from Jesse B. Moore, as Lessor, to Jack B. Brogdon, as Lessee, recorded in Volume 15, Page 164 of the Oil and Gas Lease Records of Burleson County, Texas, INSOFAR and ONLY INSOFAR as said lease covers 992.17 acres, more or less, out of the Phillip Singleton Survey, Abstract No. 56, in said county, as to all depths thereunder, consisting of three (3) tracts of approximately 561.30 acres, 310.00 acres and 120.87 acres, and being the same three (3) tracts more particularly described as Tracts 1, 2 and 3 in that certain Partition Deed dated April 7, 1953, by and among Harry E. Cagle, R. F. Smith and A. B. Smith, recorded in Volume 116, Page 633 of the Deed Records of Burleson County, Texas.

B. UNIT NAME: ROBERT MOORE UNIT NO. 1A-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA DATED: 6/1/80
JOA DATED: 12/05/00
WI: .49457226
NRI: .37887888

1. Oil, Gas and Mineral Lease dated July 20, 1977, from Robert T. Moore, Individually and as Trustee, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 27, Page 351 of the Oil and Gas Lease Records of Brazos County, Texas;

2. Oil, Gas and Mineral Lease dated August 22, 1990, from Elizabeth Hohlt Pecore, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 435 of the Oil and Gas Lease Records of Burleson County, Texas;

3. Oil, Gas and Mineral Lease dated August 22, 1990, from Joan Hohlt Wich, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174,

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McLean
County Clerk
Brazos County, Texas

90.91.2

Page 431 of the Oil and Gas Lease Records of Burleson County, Texas;

4. Oil, Gas and Mineral Lease dated August 22, 1990, from Frederic A. Fleming, Jr., as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 427 of the Oil and Gas Lease Records of Burleson County, Texas;

5. Oil, Gas and Mineral Lease dated August 22, 1990, from Robert S. Fleming, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 423 of the Oil and Gas Lease Records of Burleson County, Texas;

6. Oil, Gas and Mineral Lease dated August 22, 1990, from TRAAC Company, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 439 of the Oil and Gas Lease Records of Burleson County, Texas;

7. Oil and Gas Lease (State Lease No. M-95092) dated October 6, 1992, from the State of Texas, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 209, Page 683 of the Oil and Gas Lease Records of Burleson County, Texas;

8. Oil and Gas Lease (State Lease No. M-96403) dated April 4, 1995, from the State of Texas, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 241, Page 714 of the Oil and Gas Lease Records of Burleson County, Texas; and

9. Oil and Gas Lease (State Lease No. M-96580) dated June 6, 1995, from the State of Texas, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 2443, Page 15 of the Official Records of Brazos County, Texas, and in Volume 245, Page 575 of the Oil and Gas Lease Records of Burleson County, Texas;

INSOFAR and ONLY INSOFAR as said leases cover 960.00 acres, more or less, in Burleson and Brazos Counties, Texas, as to all depths thereunder, and being the same lands described in Exhibit "B" attached to Designation of Unit dated August 21, 1995, but effective July 1, 1995, executed by Seneca Resources Corporation, et al., a counterpart of which is recorded in Volume 2423, Page 299 of the Official Records of Brazos County, Texas.

C. UNIT NAME: ROBERT T. MOORE ESTATE NO. 4-H - 6-H ENLARGED UNIT
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 12/05/00
WI: .5000
NRI: .38185316

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

1. Oil, Gas and Mineral Lease dated July 20, 1977, from Robert T. Moore, Individually and as Trustee, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 27, Page 351 of the Oil and Gas Lease Records of Brazos County, Texas, as amended by Amendment and Ratification dated November 4, 1977, recorded in Volume 386, Page 265 of the Deed Records of said county; and

2. Oil, Gas and Mineral Lease dated July 15, 1977, from Harry H. Moore, et ux., as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 27, Page 356 of the Oil and Gas Lease Records of Brazos County, Texas, as amended by instrument dated November 22, 1977, recorded in Volume 386, Page 260 of the Deed Records of said county;

INSOFAR and ONLY INSOFAR as said leases cover 1451.54 acres, more or less, out of the Walter Sutherland Survey, Abstract No. 55 and the James D. Millican Survey, A-41, Brazos County, Texas, as to all depths thereunder, and being the same lands described in Voluntary Pooling Agreement dated effective December 31, 2000, which is recorded in Volume 4132, Page 243 of the Official Records of said county.

D. UNIT NAME: RUBENSTEIN UNIT NO. 1-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA DATED: 6/1/80
JOA DATED: 12/05/00
WI: .48812975
NRI: .40488159

1. Oil and Gas Lease dated November 7, 1973, from Jesse B. Moore, as Lessor, to Jack B. Brogdon, as Lessee, recorded in Volume 15, Page 164 of the Oil and Gas Lease Records of Burleson County, Texas;

2. Oil and Gas Llease dated August 3, 1978, from Beatrice Rubenstein, as Lessor, to NAPECO INC., as Lessee, recorded in Volume 24, Page 511 of the Oil and Gas Lease Records of Burleson County, Texas; and

3. Oil and Gas Lease dated May 25, 1979, from William T. Dobbins, as Lessor, to Dov Amir, et al., as Lessee, recorded in Volume 40, Page 142 of the Oil and Gas Lease Records of Burleson County, Texas;

STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

INSOFAR and ONLY INSOFAR as said leases cover 728.624 acres, more or less, as to all depths thereunder, consisting of three (3) tracts of 200.454 acres, 266.000 acres and 262.170 acres as more particularly described as follows: (i) 200.454 acres out of the J. B. Chance Survey, Abstract No. 9, in Burleson County, Texas, and being the same lands described as Tract Four (4) in deed dated August 14, 1968, from Margaret Sayles Easley, et al., to Jesse B. Moore, recorded in Volume 173, Page 253 of the Deed Records of said county, (ii) 266.000 acres, and being the same lands described in lease (2) above, and (iii) 262.170 acres, and being the same lands described in lease (3) described above.

E. WELL NAME: MABEL WILKIN NO. 1
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 12/05/00
WI: .5000
NRI: .3980197

Oil and gas lease dated January 3, 1979, from Mabel Wilkins, as Lessor, to NAPECO INC., as Lessee, recorded in Volume 24, Page 499 of the Oil and Gas Lease Records of Burleson County, Texas, INSOFAR and ONLY INSOFAR as said lease covers 640.00 acres out of the James Fisher Survey, Abstract No. 23, in said county, as to all depths thereunder, said land being a part of that certain 3,465.50-acre tract described in Deed dated January 29, 1940, from Lillian Wilkin Fleming to Marion Wilkin Holt, et al., recorded in Volume 83, Page 491 of the Deed Records of said county, and said 640.00-acre tract being in the form of a rectangle bounded on the North, West and South by the corresponding North, West and South lines of said 3,465.50-acre tract and on the East by a line drawn from the North line of said 3,465.50-acre tract to the South line thereof and parallel to and a sufficient distance from the West line thereof so as to enclose exactly 640.00 acres, and being the same 640.00-acre tract described in that certain Partial Assignment of Oil and Gas Lease dated June 24, 1980, from NAPECO INC. to Dov Amir, et al., recorded in Volume 42, Page 724 of the Oil and Gas Lease Records of said county.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 5-4-05
Karen McLaren
County Clerk:
Brazos County, Texas

SUST

F. WELL NAMES: MABEL WILKIN WELL NOS. 4-H AND 6-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 12/05/00

WILKIN NO. 4	WILKIN NO. 6
WI: .5000	WI: .5000
NRI: .35816211	NRI: .39801964

Oil and gas lease dated January 3, 1979, from Mabel Wilkins, as Lessor, to NAPECO INC., as Lessee, recorded in Volume 24, Page 499 of the Oil and Gas Lease Records of Burleson County, Texas, INSOFAR and ONLY INSOFAR as said lease covers 640.00 acres out of the James Fisher Survey, Abstract No. 23, in said county, as to all depths thereunder, said land being a part of that certain 3,465.50-acre tract described in Deed dated January 29, 1940, from Lillian Wilkin Fleming to Marion Wilkin Holt, et al., recorded in Volume 83, Page 491 of the Deed Records of said county, and said 640.00-acre tract being in the form of a rectangle bounded on the North and the South by the corresponding North and South lines of said 3,465.50-acre tract, on the West by the East line of the lands described in that certain Partial Assignment of Oil and Gas Lease dated August 18, 1981, from NAPECO INC. to Dov Amir, et al., recorded in Volume 69, Page 804 of the Oil and Gas Lease Records of said county, and on the East by a line drawn from the North line of said 3,465.50-acre tract to the South line thereof and parallel to and a sufficient distance from the West line thereof so as to enclose exactly 640.00 acres.

G. BARNHART-MAYFAIR UNIT
PURCHASER GAS: ETC
PURCHASER OIL: TEXON
JOA: 6/18/82
WI: .469
NRI: .376875

1. Oil, Gas and Mineral Lease dated December 10, 1996, from Claudia Barnhart, by Alice Barnhart Hoelscher, Attorney-in-Fact, as Lessor, to Menard Energy Corp., as Lessee, recorded in Volume 257, Page 800, Oil and Gas Records, Burleson County, Texas.

2. Oil and Gas Lease dated February 16, 1979, from Houston Corporation, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 376, Page 44, Official Records, Washington County, Texas.

3. Oil and Gas Lease dated February 1, 1993, from Houston Corporation, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 697, Page 887, Official

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 5-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

Records, Washington County, Texas.

INSOFAR as said leases cover those certain tracts of land situated within the Barnhart-Mayfair Unit dated December 10, 2001, filed in Volume 1019, Page 394, Official Public Records of Washington County, Texas, and Volume 564, Page 462, Official Records of Burleson County, Texas, and specifically including the Clay No. 2 and Clay No. 3 Wells located thereon.

H. BIG CREEK 1-H WELL - Brazos County, Texas
PURCHASER GAS: ETC
PURCHASER OIL: TEXON
JOA:
WI: .31280625
NRI: .25893092

Oil and Gas Lease dated September 7, 2000, from Thomas Brooks Moore, et al., as Lessors, to Daystar Resources, Ltd., as Lessee, covering 1,303.6890 acres of land, more or less, situated out of the Robert Millican Survey, recorded in Vol. 3959, Page 209, Official Public Records of Brazos County, Texas.

I. VILAS-MOORE NO. 1 UNIT - Brazos County, Texas
PURCHASER GAS: DUKE
PURCHASER OIL: TEXON
JOA: 1/1/96 Joint Exploration and Development Agreement
WI: .3618
NRI: .28875707

1. Oil, Gas and Mineral Lease dated December 15, 1992, corrected by Correction of and Amendment to Oil and Gas Lease dated January 25, 1993, but effective December 15, 1992, between Jean Walton Vilas, joined pro forma by her husband, John R. Vilas, and John Walton Vilas, as Lessors, and Shield Petroleum Incorporated, as Lessee, a Memorandum of Lease is recorded in Volume 1672, Page 346, and Memorandum of Correction of and Amendment to Oil and Gas Lease is recorded in Volume 1778, Page 72, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

2. Oil and Gas Lease dated May 24, 1993, between Thomas Brooks Moore, R. Michael Moore, and Grace Moore Payne, as Lessors, and Shield Petroleum Incorporated, as Lessee, recorded in Vol. 1807, Page 144, and re-recorded in Vol. 1886, Page 20, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

3. Oil and Gas Lease dated May 12, 1993, between William S. Thornton, as Lessor, and

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

50.51.2

Shield Petroleum Incorporated, as Lessee, recorded in Vol 1855, Page 161, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

4. Oil and Gas Lease dated May 12, 1993, between Billy M. Payne, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1855, Page 156, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

5. Oil and Gas Lease dated May 12, 1993, between John M. Lawrence III, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1855, Page 151, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

6. Oil and Gas Lease dated May 12, 1993, between Lucille Dougherty, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1855, Page 146, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

7. Oil and Gas Lease dated May 12, 1993, between Jay Don Watson, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1855, Page 166, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

8. Oil and Gas Lease dated May 12, 1993, between Mills Prentice Walker Trust, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1870, Page 231, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

INCLUDING, BUT NOT LIMITED TO THE BELOW DESCRIBED UNIT

All those lands included in the Vilas-Moore No. 1 Gas Unit, as designated in that certain Designation of Pooled Unit dated February 23, 1994, recorded in Volume 2043, Page 253, Real Property Records of Brazos County, Texas.

J. VILAS-WALTON NO. 1-H WELL - Brazos County, Texas
PURCHASER GAS: DUKE
PURCHASER OIL: TEXON
JOA: 1/1/96 Joint Exploration and Development Agreement
WI: .376875
NRI: .306525

Oil and Gas Lease dated February 16, 1994, a Memorandum of which is recorded in Vol. 2062, Page 139, from Jean Walton Vilas, et al., as Lessors, to Shield Petroleum Incorporated, as Lessee, INSOFAR as said oil and gas lease covers 1,105.05 acres out of the Robert Millican

STATE OF TEXAS
COUNTY OF BRAZOS
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appropriate records of Brazos, County, Texas
Thereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

Survey, A-42, Brazos County, Texas, said 1,105.05 acre tract being more particularly described in that certain Unit Designation dated April 10, 1996, recorded in Vol. 2578, Page 255. Reference is made to said unit designation for a complete description of said 1,105.05 acre tract.

K. KATHLEEN O.L. #1-H UNIT - Brazos County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 4/19/95
WI: .01589106
NRI: .01114394

1. Oil and Gas Lease dated February 6, 1978, recorded in Vol. 30, Page 302, from William J. Terrell, Independent Executor and Trustee under the Will of J.P. Terrell, Deceased, et al., as Lessors, to Randall S. Shawell, as Lessee, as amended by instruments dated March 12, 1985, recorded in Vol. 776, Page 214; dated November 12, 1985, recorded in Vol. 844, Page 401; dated February 13, 1987, recorded in Vol. 953, Page 251; dated February 22, 1988, recorded in Vol. 1033, Page 184; dated February 15, 1989, recorded in Vol. 1104, Page 868; dated February 28, 1990, recorded in Vol. 1173, Page 288; dated March 4, 1991, recorded in Vol. 1245, Page 586; dated April 21, 1992, recorded in Vol. 1490, Page 150; dated February 2, 1993, recorded in Vol. 1728, Page 35; and dated February 26, 1994, recorded in Vol. 2056, Page 171.

2. Oil and Gas Lease dated July 15, 1977, recorded in Vol. 27, Page 356, from Harry H. Moore, et ux., as Lessors, to Randall S. Shawell, as Lessee, as amended by Amendment and Ratification dated November 22, 1977, recorded in Vol. 386, Page 260.

3. Oil and Gas Lease dated February 6, 1978, recorded in Vol. 30, Page 441, from Mary S. Terrell, as Lessor, to Randall S. Shawell, as Lessee, as amended by Instruments dated March 12, 1985, recorded in Vol. 776, Page 216; dated November 14, 1985, recorded in Vol. 844, Page 403, dated February 13, 1987, recorded in Vol. 953, Page 262; dated February 23, 1988, recorded in Vol. 1033, Page 181; dated February 15, 1989, recorded in Vol. 1104, Page 861; dated February 28, 1990, recorded in Vol. 1173, Page 291; dated March 4, 1991, recorded in Vol. 1245, Page 583; dated April 21, 1992, recorded in Vol. 1489, Page 291; dated February 2, 1993, recorded in Vol. 1728, Page 38; and dated February 26, 1994, recorded in Vol. 2056, Page 168.

INCLUDING, BUT NOT LIMITED TO 1042.80 acres out of the Robert Millican Survey, Abstract No. 42, Brazos County, Texas, from the stratigraphic equivalent of 100 feet above the top of the Austin Chalk Formation down to the base of the Edwards Formation, said 1042.80 acre tract being more Particularly described in that certain Designation of Pooled Unit, Kathleen O.L. #1-H Well dated May 4, 1995, recorded in Vol. 2346, Page 60. Reference is made to said Designation of Pooled Unit for a complete description of said 1042.80 acre tract.

STATE OF TEXAS
COUNTY OF BRAZOS
I hereby certify that this is a true and correct copy as appears on file and recorded in the Official Public records of Brazos, County, Texas.
Certified on 3-4-05 AR
Karen McQueen
County Clerk:
Brazos County, Texas

90.91.2

L. WESTLANDS #1-H UNIT - Brazos County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 9/13/94
WI: .0202005
NRI: .01515037

1. Oil and Gas Lease dated February 6, 1978, recorded in Vol. 30, Page 294, from First National Bank of Navasota, Navasota, Texas, Trustee under Irrevocable Trust Agreement by Kathleen Blackshear, as Lessor, to Randall S. Shawell, as Lessee, as amended by instruments dated March 14, 1988, recorded in Vol. 1036, Page 115; dated May 5, 1983, recorded in Vol. 86, Page 369; and dated September 28, 1994, recorded in Vol. 2217, Page 149.

2. Oil and Gas Lease dated April 26, 1983, recorded in Vol. 672, Page 584, from T.T. Walton Sr. Trust, acting by and through First Bank & Trust of Bryan, Texas, Mrs. Gladys Ewing Walton, Frank C. Bolton, Jr., Trustees, et al., as Lessor, to Dov Amir and Louis Erlich, as Lessees, as amended by amendments dated March 9, 1988, recorded in Vol. 1036, Page 117; dated November 7, 1994, recorded in Vol. 2239, Page 128; and in Vol. 2297, Page 231.

3. Oil and Gas Lease dated April 26, 1983, recorded in Vol. 86, Page 362, from William J. Terrell, et ux., as Lessor, to Daleco Resources, as Lessee, as amended and ratified by instruments dated February 15, 1989, recorded in Vol. 1104, Page 871 and dated September 28, 1994, recorded in Vol. 2217, Page 147.

4. Oil and Gas Lease dated February 6, 1978, recorded in Vol. 30, Page 302, from William J. Terrell, Independent Executor and Trustee under the Will of J.P. Terrell, Deceased, et al., as Lessor, to Randall S. Shawell, as Lessee, as amended by amendment dated February 26, 1994, recorded in Vol. 2056, Page 171.

5. Oil and Gas Lease dated February 6, 1978, recorded in Vol. 30, Page 441, from Mary S. Terrell, as Lessor, to Randall S. Shawell, as Lessee, as amended by amendment dated February 26, 1994, recorded in Vol. 2056, Page 168.

INCLUDING, BUT NOT LIMITED TO 653.53 acres out of the Robert Millican Survey, Abstract No. 42, Brazos County, Texas, as to depths in and under such land below the stratigraphic equivalent of 100 feet above the top of the Austin Chalk Formation and above the stratigraphic equivalent of 100 feet below the base of the Austin Chalk Formation, said 653.53 acre tract being more particularly described in that certain Designation of Pooled Unit dated March 24, 1995, recorded in Vol. 2319, Page 241, Brazos County, Texas. References made to said Designation of Pooled Unit for a complete description of said 653.53 acre tract.

STATE OF TEXAS
COUNTY OF BRAZOS
I hereby certify that this instrument is a true and correct copy as it appears on file and recorded in the official public records of Brazos, County, Texas.
3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

90.51.2

M. WALTON O.L. NO. 1-H WELL - Brazos County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 6/10/94 effective 11/14/95
WI: .09056557
NRI: .07285647

1. Oil and Gas Lease dated February 16, 1994, A memorandum of which is recorded in Vol. 2062, Page 139, from Jean Walton Vilas, et vir., et al., as Lessor, to Shield Petroleum Incorporated, as Lessee.

2. Oil and Gas Lease dated January 3, 1994, recorded in Vol. 2003, Page 276, from Thomas Brooks Moore, et al., as Lessor, to Shield Petroleum Incorporated, as Lessee, as corrected by instrument recorded in Vol. 2341, Page 78, and amended by instrument dated June 27, 1994, recorded in Vol. 2153, Page 27.

3. Oil and Gas Lease dated December 6, 1994, recorded in Vol. 2279, Page 344, from Pauline W. Buckley, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 39.

4. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 342, from Sellers Boynton Rogers, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 89.

5. Oil and Gas Lease dated December 6, 1994, recorded in Vol. 2279, Page 338, from Ralph H. Wallace, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2321, Page 208.

6. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 332, from Stell Rogers Campell, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 50.

7. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 330, from William H. Rogers, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 77.

8. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 334, from Clare Rogers Geuy, as Lessor, to Shield Petroleum Incorporated, as Lessee.

9. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2280, Page 1, from Lucy Shevenell, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 247.

S OF TEXAS
TY OF BRAZOS
going is a true and correct copy as
ame appears on file and recorded in the
appropriate records of Brazos, County, Texas.
I hereby certify, on 5-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

SO.ST.2

10. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 348, from Katharine Lindow, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2330, Page 87.

11. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 346, from Richard Hinton Rogers, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2321, Page 214.

12. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 311, from Edgar M. Guild, individually and as attorney-in-fact for Rosa Rogers Guild, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 34.

13. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 340, from Ruth Moses Easterly, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2307, Page 343.

14. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 336, from Leslie Rogers, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 83.

15. Oil and Gas Lease dated December 12, 1994, recorded in Vol. 2294, Page 312, from the Sons of the Republic of Texas, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2367, Page 346.

16. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2319, Page 56, from the University of Georgia Foundation, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 44.

Unit Lands

INCLUDING, BUT NOT LIMITED TO 795.85 acres out of the Robert Millican Survey, A-42, Brazos County, Texas, from the surface down to and including 100 feet below the base of the Georgetown Formation, said 795.85 acre tract as more particularly described in that certain Designation of Pooled Unit dated June 26, 1995, recorded in Vol. 2379, Page 146, reference to which Designation of Pooled Unit is made for a complete description of said 795.85 acre tract.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas
Thereby certify, on 5-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

SO.ST.C

N. MOORE NO. 1-H WELL - Brazos County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 6/10/94
WI: .0428924
NRI: .03848195

Oil, Gas and Mineral Lease dated May 24, 1993, recorded 1807 OR 144, re-recorded 1866 OR 20, Brazos County, Texas, from Thomas Brooks Moore, R. Michael Moore and Grace Moore Payne, as Lessors, to Shield Petroleum Incorporated, as Lessee, as amended by an instrument recorded at 2192 OR 70, Brazos County, Texas.

Unit Lands

INCLUDING, BUT NOT LIMITED TO 377.143 acres out of the E.M. Millican Survey, A-40, the Robert Millican Survey, A-42, and the H&B Whitesides Survey, A-56, Brazos County, Texas, being more particularly described in the plat and field notes attached to that certain Designation of Unit for the Moore O.L. No. 1-H Well executed October 26, 1995, recorded 2470 OR 217, Brazos County, Texas, from the surface down to and including 100 feet below the base of the Georgetown Formation and limited to gas and gas rights as defined in said Designation.

O. LN OIL UNIT - Madison County, Texas
PURCHASER OIL: TEXON
JOA: 2/12/88
WI: .49370625
NRI: .37203827

Lease No. 1

Date: May 23, 1988

Recorded: Vol. 345, Page 529, Deed Records

Lessor:G.J. Osborne, Jr.

Lessee: Shield Petroleum, Incorporated

Description: 71.7 acres, more or less, in the Simon Jones Survey, A-18, Madison County, Texas

Lease No. 2

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

90.91.2

Date: May 23, 1988

Recorded: Vol. 345, Page 533, Deed Records

Lessor: Wallace Osborne

Lessee: Shield Petroleum, Incorporated

Description: 71.7 acres, more or less, in the Simon Jones Survey, A-18, Madison County, Texas

Lease No. 3

Date: May 23, 1988

Recorded: Volume 345, Page 537, Deed Records

Lessor: Lillian Nell Webb

Lessee: Shield Petroleum, Incorporated

Description: 71.7 acres, more or less, in the Simon Jones Survey, A-18, Madison County, Texas

Lease No. 4

Date: May 27, 1988

Recorded: Volume 345, Page 768, Deed Records

Lessor: Ellwood T. Barrett and N. Michael Hornsby

Lessee: Shield Petroleum, Incorporated

Description: 14.5 acres, more or less, in the Simon Jones Survey, A-18, Madison County, Texas

P. NEINAST NO 1-H UNIT - Washington County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 9/25/96
WI: .0644396

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McLean
County Clerk
Brazos County, Texas

NRI: .04726917

Lease No. 1

Date: September 5, 1980

Recorded: 389 DR 455

Lessor: Valeska Hoffman, et al.

Lessee: Clayton W. Williams, Jr.

Description: 199.92 acres (Unit Tract 1

Lease No. 2

Date: November 2, 1979

Recorded: 385 DR 556

Lessor: Viola Koehn

Lessee: Clayton W. Williams, Jr.

Description: 14.71 acres (Unit Tract 2)

Lease No. 3

Date: May 4, 1984

Recorded: 477 OR 614

Lessor: Joe T. Shelton, et al.

Lessee: Clayton W. Williams, Jr.

Description: 55.35 acres (Unit Tract 3)

Lease No. 4

Date: June 1, 1984

Recorded: 480 OR 90

STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

91.91.2

Lessor: Allen E. Neumann, et ux.

Lessee: Clayton W. Williams, Jr.

Description: 7.0 acres (Unite Tract 4)

Lease No. 5

Date: October 29, 1979

Recorded: 385 DR 191

Lessor: Florence E. Rau, et vir.

Lessee: Clayton W. Williams, Jr.

Description: 23.96 acres (Unit Tract 5)

Lease No. 6

Date: October 29, 1979

Recorded: 385 DR 101

Lessor: Mildred Neinast, et vir.

Lessee: Clayton W. Williams, Jr.

Description: 33.535 acres (Unit Tract 6)

Lease No. 7

Date: October 25, 1979

Recorded: 385 DR 99

Lessor: Harold W. Klingsporn

Lessee: Clayton W. Williams, Jr.

Description: 36.535 acres (Unit Tract 7)

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McLean
County Clerk:
Brazos County, Texas

90.51.2

Lease No. 8

Date: October 30, 1979

Recorded: 385 DR 194

Lessor: Herbert A. Wegner, et ux.

Lessee: Clayton W. Williams, Jr.

Description: 101.5 acres (Unit Tract 8); 35.35 acres (Unit Tract 15), and other lands.

Lease No. 9

Date: October 2, 1979

Recorded: 384 DR 340

Lessor: Cora Korth, et al.

Lessee: Clayton W. Williams, Jr.

Description: 90.082 acres (Unit Tract 9)

Lease No. 10

Date: September 18, 1996

Recorded: 838 OR 2

Lessor: Walter Korth, Jr., et ux.

Lessee: Shield Petroleum Incorporated

Description: 79.986 acres (Unit Tract 10)

Lease No. 11

Date: October 5, 1979

Recorded: 384 DR 345

Lessor: Ella Loesch

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
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appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
County Clerk:
Brazos County, Texas

SD-ST-2

Lessee: Clayton W. Williams, Jr.

Description: 97 acres (Unit Tract 11)

Lease No. 12

Date: October 25, 1979

Recorded: 384 DR 75

Lessor: Marvin Spreen

Lessee: Clayton W. Williams, Jr.

Description: 29.21 acres (Unit Tract 12)

Lease No. 13

Date: September 25, 1979

Recorded: 384 DR 75

Lessor: Nora Spreen, et al.

Lessee: Clayton W. Williams, Jr.

Description: 13.06 acres (Unit Tract 13)

Lease No. 14

Date: September 25, 1979

Recorded: 384 DR 72

Lessor: Charles E. Spreen

Lessee: Clayton W. Williams, Jr.

Description: 39.93 acres (Unit Tract 14)

Lease No. 15

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos, County, Texas.
I hereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

SUSTA

Date: September 25, 1979

Recorded: 384 DR 51

Lessor: Laverna Schiller

Lessee: Clayton W. Williams, Jr.

Description: 39.93 acres (Unit Tract 14)

INCLUDING, BUT NOT LIMITED TO 857.95 acres of land located within the Neinast No. 1-H Unit from 100 feet below the stratigraphic equivalent of the base of the Taylor Sand Formation, as identified in the Phasor Induction/SFL Gamma Ray Log, API Serial No. 42-477-30695, as run in the Korth No. 1 Well located in the E. Gordon Survey, A-49, by Schlumberger for Hunt Oil Company, down to and including 100 feet below the stratigraphic equivalent of the base of the Austin Chalk Formation, as identified on said log, as further described in that certain Designation of Unit for the Neinast No. 1-H Unit dated December 12, 1997, from Shield Petroleum, Incorporated, and recorded in Vol. 878, Page 274, Official Public Records of Washington County, Texas.

Q. O'MALLEY NO. 1-H UNIT - Washington County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 7/1/96
WI: .05393026
NRI: .04559917

1. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 322, from Milbirn Benner, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

2. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 324, from Paul Bolcerek, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

3. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 326, from Gerald S. Culver, Sr., et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

4. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 328, from Raymond Lee Gibbs, Jr., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

...TEXAS
...A205
...true and correct copy as
...n file and recorded in the
...records of Brazos, County, Texas.
...ly, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

SO·ST·2

5. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 330, from Alvin H. Hanath, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

6. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 332, from D. Keith Sanders, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

7. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 334, from James N. Ross, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

8. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 336, from Sean Aron McCord and Jentri Rae McCord, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

9. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 338, from Pat E. O'Malley, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

10. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 340, from E.P. O'Malley, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

11. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 342, from Glady E. Krinke and Gertrude Krinke, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

12. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 344, from Bennie H. Hanath, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

13. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 346, from Reuben C. Kelm, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

14. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 348, from Edward C. Kelm and Charlene Kelm, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

15. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 350, from Kathy Jones, as Lessor, to Shield Petroleum, Incorporated, as

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk
Brazos County, Texas

90-ST-2

Lessee.

16. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 352, from Elwood Hanath, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

17. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 354, from Louis C. Hanath, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

18. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 356, from Richard F. Hanath, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

19. Oil and Gas Lease dated March 1, 1996, a Memorandum of which is recorded in Vol. 816, Page 503, from N. Catherine Cominsky, Trustee for the Cominsky Family Trust, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

20. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 506, from George Hyde, et al., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

INCLUDING, BUT NOT LIMITED TO 640.4488 acres out of the Elizabeth Gordan Survey, A-49, and the J. Clark Survey, A-27, Washington County, Texas, said 640.4488 acre tract being more particularly described in that certain Designation of Pooled Unit dated August 23, 1996, recorded in Vol. 835, Page 48. Reference is made to said Designation of Pooled Unit for a complete description of said 640.4488 acre tract.

R. GAUBATZ-FOJT UNIT - Burleson County, Texas
PURCHASER GAS: ETC
PURCHASER OIL: TEXON
JOA: 7/1/02
WI: .096
NRI: .07488

1. Oil and Gas Lease dated May 15, 2001, granted by Mrs. Willie Gaubatz, as Lessor, to Lometa Petroleum Corporation, as Lessee, covering 296.10 acres of land, situated out of the William McWilliams Survey, A-39, Burleson County, Texas, recorded in Vol. 546, Page 830, Official Public Records of Burleson County, Texas.

2. Oil and Gas Lease dated May 22, 2001, granted by Elsie Hull, as Lessor, to Lometa Petroleum Corporation, as Lessee, covering 502.5 acres of land, situated out of the William McWilliams Survey, A-39, Burleson County, Texas, recorded in Vol. 547, Page

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas
Thereby certify, on 3-1-05
Karen McQueen
County Clerk
Brazos County, Texas

90.91.2

829, Official Public Records of Burleson County, Texas.

3. Oil and Gas Lease dated May 20, 2001, granted by Albin A. Fojt, as Lessor, to Lometa Petroleum Corporation, as Lessee, covering 451.5 acres of land, situated out of the William McWilliams Survey, A-39, Burleson County, Texas, recorded in Vol. 547, Page 833, Official Public Records of Burleson County, Texas.

4. Oil and Gas Lease dated May 18, 2001, granted by Juanita F. Edwards Howell, as Lessor, to Lometa Petroleum Corporation, as Lessee, covering 502.5 acres of land, situated out of the William McWilliams Survey, A-39, Burleson County, Texas, recorded in Vol. 547, Page 837, Official Public Records of Burleson County, Texas.

INSOFAR AND ONLY INSOFAR as said oil and gas leases cover and include 798.6 acres of land situated within the William McWilliams Survey, A-39, Burleson County, Texas, and being the Crawford Energy Operating Company - Gaubatz-Fojt Unit No. 1, Burleson County, Texas.

S. HUTCHINGS ESTATE UNIT NO. 1-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 7/1/83
WI: .54625087
NRI: .41066181

1. Oil and Gas Lease dated November 9, 1983, from Texas Commerce Bank, N.A. and Gertrude E. Hutchings, Co-Trustees, as Lessor, to Clayton W. Williams, Jr., as Lessee, recorded in Vol. 460, Page 396, Deed Records of Washington County, Texas.

2. Oil and Gas Lease dated November 18, 1983, from C.L. Vickers, et ux., as Lessor, to Clayton W. Williams, Jr., as Lessee, recorded in Vol. 463, Page 210, Official Records of Washington County, Texas.

3. Oil and Gas Lease dated July 7, 1984, from Clarence Thomas (C.T.) Vickers, as Lessor, to Clayton W. Williams, Jr., as Lessee, recorded in Vol. 480, Page 353, Official Records of Washington County, Texas.

4. Oil and Gas Lease dated October 4, 1979, from C.L. Vickers, et al., as Lessor, to Trinity Resources, Inc., as Lessee, recorded in Vol. 386, Page 64, Official Records of Washington County, Texas.

5. Oil and Gas Lease dated February 9, 1995, from Mark David Myers, et ux., as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Vol. 774, Page 726, Official Records of Washington County, Texas.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

6. Oil and Gas Lease dated December 22, 1994, from Mark David Myers, et ux., as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Vol. 771, Page 76 (erroneously recited in the Deed of Trust to have been recorded in Vol. 463, Page 210), Official Records of Washington County, Texas.

7. Oil and Gas Lease dated February 23, 1984, from Susan Anderson Whiteford, et al., as Lessor, to Clayton W. Williams, Jr., as Lessee, recorded in Vol. 480, Page 77, Official Records of Washington County, Texas.

8. Oil and Gas Lease dated October 20, 1995, from The Whiteford Family Limited Partnership, et al., as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 805, Page 808, Official Records of Washington County, Texas.

9. Oil and Gas Lease dated June 28, 1995, from Michael Little, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 210, Official Records of Washington County, Texas.

10. Oil and Gas Lease dated July 10, 1995, from Robert J. Little, Jr., as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 212, Official Records of Washington County, Texas.

11. Oil and Gas Lease dated June 28, 1995, from Presley Little, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 206, Official Records of Washington County, Texas.

12. Oil and Gas Lease dated June 28, 1995, from Epstein Little, Jr., as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 208, Official Records of Washington County, Texas.

13. Oil and Gas Lease dated June 28, 1995, from T. Bertha White, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 188, Official Records of Washington County, Texas.

14. Oil and Gas Lease dated June 28, 1995, from Gloria Little, individually and as Independent Executrix, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 192, Official Records of Washington County, Texas.

15. Oil and Gas Lease dated July 10, 1995, from Bobbie Lee Hicks, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 198, Official Records of Washington County, Texas.

16. Oil and Gas Lease dated June 28, 1995, from Margaret Little, as Lessor, as Lessor, to

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas
Thereby certify, on 3-4-05 AR

Karen McQueen
County Clerk:
Brazos County, Texas

90.512

Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 204, Official Records of Washington County, Texas.

17. Oil and Gas Lease dated July 12, 1995, from Kwani Nicole Deaver, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 194, Official Records of Washington County, Texas.

18. Oil and Gas Lease dated June 28, 1995, from Deborah L. Price, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 196, Official Records of Washington County, Texas.

19. Oil and Gas Lease dated July 13, 1995, from Melvin Rozan Deaver, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 799, Page 41, Official Records of Washington County, Texas.

INSOFAR AND ONLY INSOFAR as said leases cover 541.95 acres, more or less, out of the S. Clampit Survey, Abstract No. 26, and the T.S. Saul Survey, Abstract No. 97, in Washington County, Texas, as to all depths thereunder, and being the same lands described in Exhibit "B" attached to Designation of Unit dated December 11, 1995, executed by Seneca Resources Corporation, et al., recorded in Vol. 808, Page 618, Official Records of said county.

T. JESSE MOORE NO. 10-H GAS UNIT
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 6/1/80
JOA: 9/26/89
WI: .411487
NRI: .3545804

1. Oil and Gas Lease dated November 7, 1973, from Jesse B. Moore, as Lessor, to Jack B. Brogdon, as Lessee, recorded in Vol. 15, Page 164, Oil and Gas Lease Records of Burleson County, Texas.

2. Oil and Gas Lease dated March 28, 1979, from Jackie Havard, as Lessor, to Randy Shawell, as Lessee, recorded in Vol. 25, Page 874, Oil and Gas Records of Burleson County, Texas.

INSOFAR AND ONLY INSOFAR as said lands are included within the Seneca Resources Corp. Jesse Moore No. 10-H Gas Unit dated March 9, 1994, recorded in Burleson and Brazos Counties, Texas.

U. SCHULTE UNIT NO. 3-H
PURCHASER GAS: ETC

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas
Thereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

90.512

PURCHASER OIL: GATEWAY
JOA: 7/1/83
WI: .6
NRI: .46693841

All those certain oil, gas and mineral leases covering lands located within the S. Clampitt Survey, A-26, and the J.D. Chance Survey, A-22, Washington County, Texas, and being further described in that certain Designation of Unit filed December 12, 1995, designating the Seneca Resources Corporation Schulte Unit No. 3-H, said designation of unit recorded in Vol. 808, Page 59, Official Public Records of Washington County, Texas.

V. LINDER NO. 1 AND NO. 2 WELLS
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 2/18/03 Wessendorff area JOA per letter agreement dated 5/19/04
WI: .75
NRI: .5775

1. Oil and Gas Lease dated February 23, 2004, from Beverly Spies, as Lessor, to Crawford Energy, Inc., as Lessee, recorded as Document No. 36080, Official Public Records of DeWitt County, Texas.

2. Oil and Gas Lease dated February 23, 2004, from Ray Linder Living Trust, as Lessor, to Crawford Energy, Inc., as Lessee, recorded as Document No. 36079, Official Public Records of DeWitt County, Texas.

Covering two tracts of land containing 189.8 acres situated out of the L. Dunbar Survey, A-17, DeWitt County, Texas.

W. KUESTER NO. 1 WELL
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 8/30/04
JOA: 2/18/03 Wessendorff area JOA per letter agreement dated 8/30/04
WI: .71
NRI: .53565

1. Oil and Gas Lease dated June 9, 2004, from Calvin B. Garrett, as Lessor, to Crawford Energy, Inc., as Lessee, covering 116.8 acres of land, situated out of the John R. Foster Survey, A-189, DeWitt County, Texas, recorded as Document No. 36436, Official Public Records of DeWitt County, Texas.

2. Oil and Gas Lease dated June 9, 2004, from Charlotte Kuester, as Lessor, to Crawford

STATE OF TEXAS
COUNTY OF BRAZOS
I hereby certify that this instrument is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

90.51.2

Energy, Inc., as Lessee, covering 137.79 acres of land, situated out of the John R. Foster Survey, A-189, and the John F. Kemper Survey, A-287, DeWitt County, Texas, recorded as Document No. 37393, Official Public Records of DeWitt County, Texas.

3. Oil and Gas Lease dated June 7, 2004, from Jewel Dowlarn, et al., as Lessor, to Crawford Energy, Inc., as Lessee, covering 41.082 acres of land, situated out of the John R. Foster Survey, A-189, and John F. Kemper Survey, A-287, DeWitt County, Texas, recorded as Document No. 37435, Official Public Records of DeWitt County, Texas.

4. Oil and Gas Lease dated June 21, 2004, from Dorothy M. Ricky, et al., as Lessor, to Crawford Energy, Inc., as Lessee, covering 117.2 acres of land, situated out of the Jesse E. Nash Survey, A-267, DeWitt County, Texas, recorded as Document No. 37609, Official Public Records of DeWitt County, Texas.

X. NATHO NO. 1 AND NO. 2 WELLS

PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 11/25/03
JOA: 2/18/03 Wessendorff area JOA per letter agreement dated 5/14/03
WI: .765
NRI: .57693749

1. Oil and Gas Lease dated February 18, 2003, from Thomas A. Natho and Jim P. Natho, as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 787, Page 825, Official Public Records of Karnes County, Texas.

2. Oil and Gas Lease dated February 19, 2003, from Ellis E. Lyons, Jr., as Lessor, to Crawford Energy, Inc., as Lessee, recorded in Vol. 785, Page 512, Official Public Records of Karnes County, Texas.

Said leases covering 250 acres of land, more or less, situated out of the Victor Blanco Grant, A-3, Karnes County, Texas.

Y. SMOLIK-SCHORRE NO. 1 WELL

PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 11/25/03
JOA: 2/18/03 Wessendorff area JOA per letter agreement dated 11/25/03
WI: .755
NRI: .56338739

1. Oil and Gas Lease dated February 5, 2003, from David Wayne Hackney, et al., as

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.
Thereby certify, on 5-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

90.51.2

Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 785, Page 502, Official Public Records of Karnes County, Texas.

2. Oil and Gas Lease dated April 10, 2003, from Bobbye Lynn Thomas, et al., as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 787, Page 840, Official Public Records of Karnes County, Texas.

3. Oil and Gas Lease dated January 23, 2003, from Frieda Pargmann, as Lessor, to Crawford Energy, Inc., as Lessee, recorded in Vol. 786, Page 001, Official Public Records of Karnes County, Texas.

4. Oil and Gas Lease dated April 10, 2003, from Gail Reaser, as Lessor, to Crawford Energy, Inc., as Lessee, recorded in Vol. 787, Page 835, Official Public Records of Karnes County, Texas.

5. Oil and Gas Lease dated April 2, 2003, from Don S. Estill, as attorney-in-fact, et al., as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 789, Page 528, Official Public Records of Karnes County, Texas.

6. Oil and Gas Lease dated April 2, 2003, from Don B. Estill, et al., as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 789, Page 515, Official Public Records of Karnes County, Texas.

7. Oil and Gas Lease dated March 3, 2003, from John Smolik and wife, Joyce T. Smolik, as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 786, Page 318, Official Public Records of Karnes County, Texas.

INSOFAR as said leases cover 230 acres of land, more or less, situated out of the C. Martinez Survey, A-6, Karnes County, Texas.

Z. WESSENDORFF NO.'S 1,2,4,5 AND 6 (PUD)
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 2/18/03
WI: .775
NRI: .58125

1. Oil and Gas Lease dated March 17, 2003, from Joe C. Wessendorff and wife, Loise Wessendorff, as Lessors, to Crawford Energy, Inc., as Lessee, covering 82.19 acres of land, situated out of the Carlos Martinez 15 League Grant, A-6, recorded in Vol. 787, Page 493, Official Public Records of Karnes County, Texas.

2. Oil and Gas Lease dated January 7, 2003, from Joe C. Wessendorff and wife, Loise Wessendorff,

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos, County, Texas.
Thereby certify, on 5-4-05
Karen McLean
County Clerk,
Brazos County, Texas

90-ST-2

as Lessors, to Crawford Energy, Inc., as Lessee, covering 230 acres of land situated out of the Carlos Martinez 15 League Grant, A-6, recorded in Vol. 785, Page 151, Official Public Records of Karnes County, Texas.

Axxx

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05

Karen McQueen
County Clerk
Brazos County, Texas

90-51-2

AA. MOORE ESTATE NO. 5-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 4/11/83
WI: .66558297
NRI: .51820066

1342.05 acres of land situated out of the James D. Millican Survey, A-41, being described in that certain Unit Designation filed October 30, 1995, recorded in Vol. 2468, Page 272, Official Public Records of Brazos County, Texas, as amended by Amendment to Unit Designation dated November 6, 1995, recorded in Vol. 2478, Page 310, Official Public Records of Brazos County, Texas.

BB. WALKER NO. 2-H WELL
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 6/23/80
WI: .61764706
NRI: .45852636

1165 acres of land situated out of the Andrew D. Houston Survey, A-133, and the Jose Maria Barrera Survey, A-68, Brazos County, Texas, and being that same land described in Mineral Deed dated January 14, 1932, from M.P. Walker, as Grantor, to D. Mike, as Grantee, recorded in Vol. 81, Page 242, Deed Records of Brazos County, Texas, SAVE AND EXCEPT (i) 17 acres situated out of the J.M. Barrera Survey, A-68, described in Mineral Deed from M.P. Walker, as Grantor, to D. Mike, as Grantee, dated January 14, 1932, recorded in Vol. 81, Page 242, Deed Records of Brazos County, Texas, being that land situated south of State Highway 6; and (ii) 3 acres, more or less, situated out of the J.M. Barrera Survey, A-68, Brazos County, Texas, and being that same land described in Deed dated July 7, 1931, from the Federal Trust Company, as Independent Executor and Trustee of the Estate of R.M. Little, to the State of Texas, recorded in Vol. 80, Page 532, Deed Records of Brazos County, Texas.

CC. WALKER NO. 3-H GAS UNIT
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 6/23/80
WI: .61764706
NRI: .46060942

312.77 acres of land, being that same land described in two tracts, to-wit:

(i) 140 acres of land situated out of the Andrew D. Houston Survey, A-133, Brazos

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COUNTY OF BRAZOS
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Thereby certify, on 3-4-05
Karen McQueen
County Clerk,
Brazos County, Texas

90.ST.2

County, Texas, and being described as two tracts, to-wit:

Tract 1 - 100 acres of land, more or less, being that same land described in Warranty Deed dated April 14, 1921, from A.T. Lucas, as Grantor, to H.E. Smith, as Grantee, recorded in Vol. 54, Page 587, Deed Records of Brazos County, Texas; and 40 acres of land, more or less, situated out Andrew Houston Survey, A-133, and being that same land described in Deed dated April 14, 1921, from W.B. Griffin, as Grantor, to H.E. Smith, as Grantee, recorded in Vol. 54, Page 588, Deed Records of Brazos County, Texas;

Tract 2 - 13.37 acres, being a portion of the Sterrett D. Smith Survey, A-210, being that same land described as "Share C" in Judgment entered pursuant to Cause No. 15408, dated October 15, 1960, styled R.M. Dansby, et al. v. P.P. Prescott, et al.;

(ii) Tract 3 - 159.40 acres of land, more or less, situated out of the Andrew D. Houston Survey, A-133, bounded as follows:

Beginning at a point that is the Northeast corner of the "second Tract" in that certain Oil, Gas and Mineral Lease recorded in Volume 29, Page 525, Oil and Gas Records, Brazos County, Texas;

Thence, southerly along the East line of the Second Tract approximately 4,709 feet to the Southeast corner of the Second Tract;

Thence, westerly along the Southern line of the Second Tract 1,175 feet;

Thence, northerly and parallel to the East line of the Second Tract 500 feet to a point;

Thence, northwestern [sic] in a straight line to a point 600 feet South of the North line and 1,721 feet West of the East line of the Second Tract;

Thence, northerly and parallel with the East line of the Second Tract 600 feet to the North line of the Second Tract;

Thence, easterly along the North line of the Second Tract approximately 1,721 feet to the point of beginning, containing 159.40 acres, more or less.

STATE OF TEXAS
COUNTY OF BRAZOS
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the same appears on file and recorded in the
appropriate records of Brazos, County, Texas.
I hereby certify, on 3-4-05
Karen McQueen
County Clerk:
Brazos County, Texas

50.ST.2

DD. MABEL WILKIN NO. 7-H UNIT
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 4/11/83
WI: .66661036
NRI: .5366964

925.93 acres of land, more or less, situated out of the Philip Singleton Survey, A-56, and the James Fisher Survey, A-23, Burleson County, Texas, being that same land described in Designation of Unit filed March 21, 1997, recorded in Vol. 259, Page 301, Oil and Gas Records of Burleson County, Texas.

EE. HAGAN NO. 1 WELL
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 2/18/03 Wessendorff area JOA per letter agreement dated 9/23/04
WI: .76
NRI: .57

Oil and Gas Lease dated February 2, 2004, from Dolores Hagan and Kenneth Hagan, as Lessors, to Crawford Energy, Inc., as Lessee, covering 370 acres of land situated out of the Victor Blanco Four League Grant, A-3, and the D.C. Lyons Survey, A-382, and the W.W. Carter Survey, A-471, Karnes County, Texas, recorded in Vol. 799, Page 598, Official Public Records of Karnes County, Texas.

FF. MARTIN "B" WELL NO. 1
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 12/5/00 with Ed A. Smith
WI: .50
NRI: .37688331

1. Oil, Gas and Mineral Lease dated January 9, 2001, from Gladys Vickers Stillwell as Lessor, to R.E. Martin Oil Co., as Lessee, covering 97.0 acres of land, recorded in Vol. 982, Page 495, Official Records of Washington County, Texas.

2. Oil, Gas and Mineral Lease dated January 9, 2001, from Francis Maureen Vickers, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 97.0 acres of land, recorded in Vol. 982, Page 498, Official Records of Washington County, Texas.

3. Oil, Gas and Mineral Lease dated January 9, 2001, from Mary A. Logan Trust and/or Mary A. Logan Trust "B" Share, as Lessor, to R.E. Martin Oil Co., as Lessee, covering

TEXAS
OF BRAZOS
going is a true and correct copy as
appears on file and recorded in the
appropriate records of Brazos, County, Texas.
I hereby certify, on 3-4-05
County Clerk:
Brazos County, Texas

90.51.2

97.0 acres of land, recorded in Vol. 982, Page 501, Official Records of Washington County, Texas.

4. Oil, Gas and Mineral Lease dated January 10, 2001, from Helen I. Pennington, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 504, Official Records of Washington County, Texas.

5. Oil, Gas and Mineral Lease dated January 10, 2001, from Robert William Lange, Sr., as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 507, Official Records of Washington County, Texas.

6. Oil, Gas and Mineral Lease dated January 10, 2001, from Gary Gene Lange, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 510, Official Records of Washington County, Texas.

7. Oil, Gas and Mineral Lease dated January 10, 2001, from Dee Ann Glaesmann, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 513, Official Records of Washington County, Texas.

8. Oil, Gas and Mineral Lease dated January 10, 2001, from Michael D. Formby, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 516, Official Records of Washington County, Texas.

9. Oil, Gas and Mineral Lease dated January 10, 2001, from Debra M. Nelson Griffith, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 519, Official Records of Washington County, Texas.

10. Oil, Gas and Mineral Lease dated January 10, 2001, from Don W. Toalson, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 522, Official Records of Washington County, Texas.

11. Oil, Gas and Mineral Lease dated January 10, 2001, from Patricia A. Cornelius, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 526, Official Records of Washington County, Texas.

12. Oil and Gas Lease dated January 5, 2001, from Whitford Family Limited Partnership, et al., as Lessor, to Crawford Energy, Inc., as Lessee, covering 717.151 acres of land, recorded in Vol. 986, Page 396, Official Records of Washington County, Texas.

INSOFAR as said leases are included within the Crawford Energy Operating Company - R. Martin "B" Well No. 1, 312.439 Acre Gas Unit, dated effective January 1, 2002, filed for record in Vol. 1031, Page 548, Official Public Records of Washington County, Texas.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 3-4-05
Karen McQueen
County Clerk
Brazos County, Texas

90-51-2

Doc	Bk	Vol	Pg
00880114	OR	6481	248

Filed for Record in:
BRAZOS COUNTY

On: Jan 19,2005 at 12:37P

As a
Recordings

Document Number: 00880114

Amount 125.00

Receipt Number - 258828
By,
Lynn Greer

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
BRAZOS COUNTY
as stamped hereon by me.

Jan 19,2005

HONORABLE KAREN MCGREEN, COUNTY CLERK
BRAZOS COUNTY

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.

Thereby certify, on 3-4-05

Karen McGreen
County Clerk,
Brazos County, Texas

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

(THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS)

FROM

MF-095092
096403
096580

HAWK ENERGY, L.L.C.
(Mortgagor and Debtor)

TO

Gary Milavec, Trustee
for the benefit of

WELLS FARGO ENERGY CAPITAL, INC.
(Mortgagee and Secured Party)

January 10, 2005

****

This instrument, prepared by Paul R. Hammon, Attorney at Law, 1000 Louisiana, Suite 600, Houston, Texas 77002, contains after-acquired property provisions, covers future advances and proceeds.

ATTENTION OF RECORDING OFFICER: This instrument is a mortgage of both real and personal property and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code. This instrument creates a lien on rights in or relating to lands of Mortgagor which are described in Exhibit A hereto.

RECORDED DOCUMENT SHOULD BE RETURNED TO:

Paul R. Hammon
Attorney at Law
MAC T5002-031
1000 Louisiana, Suite 600
Houston, Texas 77002

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

(THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned **HAWK ENERGY, L.L.C.**, a Texas limited liability company, acting herein by and through its Co-Managers, and with its principal office in Houston, Harris County, Texas and the mailing address for which is 770 South Post Oak Lane., Suite 520, Houston, Texas 77056 ("Mortgagor"), hereby agrees as follows:

ARTICLE I
GRANT

1.01 ***Lien***. Mortgagor, for valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the debt and trust hereinafter mentioned, has granted, bargained, sold, conveyed, transferred and assigned, and by these presents does grant, bargain, sell, convey, transfer and assign to Gary Milavec, Trustee, whose address is 1000 Louisiana, Suite 600, Houston, Texas 77002, and his successors and substitutes in trust, as hereinafter provided (the "Trustee"), for the benefit of **WELLS FARGO ENERGY CAPITAL, INC.**, a Texas corporation, with principal offices in Houston, Harris County, Texas, and the mailing address for which is 1000 Louisiana, Suite 600, Houston, Texas 77002, ("Mortgagee"), the following described property:

> Certain interests in oil, gas and mineral estates in the property more particularly described in the schedule attached hereto, marked Exhibit A for identification, incorporated herein and made a part hereof for all purposes (the "Land").

1.02 ***Security Interest***. To secure the Indebtedness (as hereinafter defined) Mortgagor hereby grants to Mortgagee a continuing security interest in all goods, equipment accounts, contract rights, general intangibles, inventory, hydrocarbons, goods that are or become fixtures, as extracted collateral and any and all other personal property of any kind or character defined in and subject to the provisions of Chapter 9, Secured Transaction of the Texas Business and Commerce Code (the "Uniform Commercial Code"), including the proceeds and products from any and all of such personal property, whether now owned and existing or hereafter acquired or arising, and situated on any of the Land, including, but not limited to, pipe, casing, tubing, rods, storage tanks, boilers, loading racks, pumps, foundations, warehouses, and all other personal property and equipment of every kind and character upon, incident, appurtenant or belonging to and used in connection with the interest

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Thereby, certified, on 3-4-05

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County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

of Mortgagor, whether now owned and existing or hereafter acquired or arising, in the Land, including title options, title abstracts, title materials and information, files, records, writings, data bases, information, systems, logs, well cores, fluid samples, production data and reports, well testing data and reports, maps, seismic and geophysical data, geological and chemical data and information, interpretative and analytical reports of any kind or nature (including, without limitation, reserve studies and reserve evaluations) and all oil, gas and other minerals and all other as extracted collateral produced or to be produced to the account of Mortgagor from the Land and all accounts receivable, general intangibles and contract rights of Mortgagor in connection with the Land or the leases described in Exhibit A (the "Leases") and all proceeds, products, substitutions and exchanges thereof (the Land, the Leases, and the real and personal property interests hereinabove described being the "Mortgaged Property").

1.03 ***Assignment of Security***. Mortgagor, for the same consideration, hereby grants to Mortgagee any and all rights of Mortgagor to liens and security interests securing payment of proceeds from the sale of production from the Mortgaged Property, including, but not limited to, those liens and security interests provided for in TEX. BUS. & COM. CODE ANN. §9.343 (Tex. UCC) (Vernon 2002), as amended from time to time.

1.04 ***After-Acquired Property***. Mortgagor, for the same consideration, hereby grants, bargains, sells, conveys, transfers and assigns to the Trustee or grants to Mortgagee a continuing security interest in, as the case may be, all additional right, title or interest which Mortgagor may hereafter acquire or become entitled to in the interests, properties, Lands, Leases and premises aforesaid, and in the oil, gas or other minerals in and under or produced from or attributable to any of the Lands or Leases which are the subject of this Deed of Trust, Security Agreement, Financing Statement and Assignment of Production (this "Deed of Trust"), which additional right, title and interest, when acquired, shall constitute "Mortgaged Property," the same as if expressly described and conveyed herein.

1.05 ***Habendum***. TO HAVE AND TO HOLD all and singular the Mortgaged Property and all other property which, by the terms hereof, has or may hereafter become subject to the lien and/or security interest of this Deed of Trust, together with all rights, hereditaments and appurtenances in anywise belonging to the Trustee or Mortgagee, as the case may be, or the successors or assigns of either of them forever.

ARTICLE II
INDEBTEDNESS SECURED

This conveyance is made, IN TRUST, HOWEVER, to secure and enforce the payment of the following indebtedness, obligations and liabilities:

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

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2.01 ***Specific Obligation***.

(a) All indebtedness evidenced by that certain promissory note dated January 10, 2005 executed by Mortgagor to the order of Mortgagee in the principal face amount of TWENTY MILLION AND NO/100 DOLLARS ($20,000,000.00), bearing interest and payable as therein provided, with the final payment thereof due on or before July 1, 2007, and containing the usual provisions in notes of this character; and

b) Any and all present or future indebtedness obligations or liabilities of Mortgagor according to the terms of any current or future Derivative Contract, as defined in the Governing Agreement (as hereafter defined), between Mortgagor and Mortgagee (or any affiliate of Mortgagee).

2.02 ***Other and Further Indebtedness***. It is contemplated that Mortgagor may from time to time borrow additional sums of money from or otherwise be or become obligated to Mortgagee, and this Deed of Trust is given to secure any and all indebtedness of Mortgagor, present or future, either direct or indirect, primary or secondary, fixed or contingent, which Mortgagor, may now or hereafter owe, or as to which Mortgagor may in any manner become obligated to Mortgagee for payment, including, without limitation, all fees and other obligations of Mortgagor as set forth in the Governing Agreement (as hereinafter defined), indebtedness arising by way of guaranty as to obligations of another to Mortgagee and indebtedness originally owed to a party other than Mortgagee but which becomes owing to Mortgagee as the result of Mortgagee having acquired the right to payment thereof; and this Deed of Trust shall likewise secure not only the above-described indebtedness, but any and all renewals for any period, extensions and rearrangements of all or any portion thereof; and the liens and security interests under this Deed of Trust shall be cumulative of all other liens and security of any and every other kind or character whatsoever securing the above-described indebtedness; provided, however, it is not the intention of the parties hereto to extend the lien and security interest of this Deed of Trust so as to violate, or give rise to an allegation of violation of, any statute, regulation, rule, ordinance or order of the State of Texas, any other applicable jurisdiction or any agency or subdivision of any of such jurisdictions; and, in this connection, this Deed of Trust shall not, solely as to the relevant indebtedness, serve as security for any indebtedness when for it to do so would violate any statute, regulation, rule, ordinance or order of the State of Texas, any other applicable jurisdiction or any agency or subdivision of any of such jurisdictions.

2.03 ***Indebtedness***. The word "Indebtedness" wherever used in this Deed of Trust shall refer to all present and future debts, obligations and liabilities described or

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nicole Ann Turner Deputy

90.51.2

referred to in this Article II or otherwise in this Deed of Trust, subject, however, to the limitations provided hereinabove in this Article II.

ARTICLE III
WARRANTIES

3.01 ***Warranty of Title***. Mortgagor hereby binds itself, its legal representatives, successors and assigns, to warrant and forever defend all and singular the above-described property, rights, and interests constituting the Mortgaged Property to the Trustee and to the successors and assigns of the Trustee forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

3.02 ***Additional Warranties***. For the same consideration, Mortgagor, for itself, its legal representatives, successors and assigns, covenants, represents and warrants that:

(a) Authority and Enforceability. The incurring by Mortgagor of the indebtedness secured by this Deed of Trust and the execution and delivery by Mortgagor of the evidences of such indebtedness and this Deed of Trust and the performance and observance by Mortgagor of the terms and provisions of such evidences of indebtedness and this Deed of Trust have been duly authorized by any necessary company proceedings and will not contravene any requirement of law or any provision of the articles of formation or regulations of Mortgagor or result in the breach or termination of, or constitute a default under, any indenture or other agreement or instrument to which Mortgagor is a party or by which it or any of its property may be bound or affected. Mortgagor has full right and authority to pledge, mortgage, assign, sell and convey the Mortgaged Property.

(b) Interests in Mortgaged Property. Mortgagor is the lawful owner of the Mortgaged Property, and the interests of Mortgagor in the Mortgaged Property, as set forth in Exhibit A hereto, are true and correct.

(c) Leases in Effect. All of the Leases specifically described in Exhibit A are in full force and effect, and all covenants, express or implied, in respect thereof, or of any assignment thereof which may affect the validity of any of the Leases, have been performed in all material respects insofar as the Leases pertain to the Land.

(d) Interests Free of Liens. The interests of Mortgagor in the Leases are free and clear of all liens, mortgages, oil payments, or other burdens or

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COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nicole Ann Turner Deputy

50.512

encumbrances and all gross production taxes and other taxes as to which non-payment could result in a lien against any of the Mortgaged Property have been paid, except Permitted Liens, as defined in the Governing Agreement (as hereinafter defined) and Permitted Encumbrances described on Exhibit A attached hereto.

(e) Compliance with Laws. Mortgagor and the Mortgaged Property are in compliance in all material respects with all applicable laws and regulations, including, without limitation, (a) the following federal laws as they may be cited, referenced and amended from time to time: the Clean Air Act, the Clean Water Act, the Safe Drinking Water Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Endangered Species Act, the Resource Conservation and Recovery Act, the Occupational Safety and Health Act, the Hazardous Materials Transportation Act, the Superfund Amendments and Reauthorization Act, and the Toxic Substances Control Act; (b) any and all equivalent environmental statutes of any state in which any Mortgaged Property is situated, as they may be cited, referenced and amended from time to time; (c) the Natural Gas Policy Act, as amended; (d) any rules or regulations promulgated under or adopted pursuant to the above federal and state laws; and (e) any other equivalent federal, state or local statute or any requirement, rule, regulation, code, ordinance or order adopted pursuant thereto, including, without limitation, those relating to the generation, transportation, treatment, storage, recycling, disposal, handling or release of flammables, explosives, radioactive materials, hazardous wastes, asbestos or any material containing asbestos, polychlorinated biphenyls (PCB's), toxic substances or related materials, petroleum and petroleum products and associated oil or natural gas exploration, production and development wastes or any substances defined as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances" under the Comprehensive Environmental Response, Compensation and Liability Act, as amended; the Superfund Amendments and Reauthorization Act, as amended; the Hazardous Materials Transportation Act, as amended; the Resource Conservation and Recovery Act, as amended; the Toxic Substances Control Act, as amended; or any other law, statute, ordinance, rule, regulation or order now or hereafter enacted or promulgated by any governmental authority with jurisdiction and relating to the protection of the environment ("Hazardous Substances").

(f) Gas Contracts. Mortgagor (i) is not obligated in any material respect by virtue of any prepayment made under any contract containing a "take-or-pay" or "prepayment" provision or under any similar agreement to deliver hydrocarbons produced from or allocated to any of the Mortgaged

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nicolepanna Turner Deputy

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Property at some future date without receiving full payment therefor at the time of delivery, and (ii) has not produced gas, in any material amount, subject to, and neither Mortgagor nor any of the Mortgaged Property is subject to, balancing rights of third parties or subject to balancing duties under governmental requirements, except as to such matters for which Mortgagor has established monetary reserves adequate in amount to satisfy such obligations and has segregated such reserves from other accounts.

(g) Refunds. No orders of, proceedings pending before, or other governmental requirements of, the Federal Energy Regulatory Commission, the Texas Railroad Commission or any other similar state or federal regulatory body or governmental authority exist which could result in Mortgagor being required to refund any material portion of the proceeds received or to be received from the sale of hydrocarbons constituting part of the Mortgaged Property.

ARTICLE IV
COVENANTS OF MORTGAGOR

In consideration of the Indebtedness hereinabove described, Mortgagor, for itself, its legal representatives, successors and assigns, covenants and agrees as follows:

4.01 Title Curative. Mortgagor will proceed with reasonable diligence to correct any defect in the title to the Mortgaged Property should any such defect be found to exist after the execution and delivery of this Deed of Trust.

4.02 Further Assurances. Upon request of Mortgagee, Mortgagor will promptly correct any defects, errors or omissions in the execution or acknowledgment of this Deed of Trust or any other document executed in connection herewith or relating to or evidencing all or any portion of the Indebtedness, and will execute, acknowledge, and deliver such division orders, transfer orders and other assurances and instruments as shall, in the opinion of Mortgagee, be reasonably necessary or proper to convey and assign to the Trustee all of the Mortgaged Property herein conveyed or assigned, or intended to be conveyed or assigned.

4.03 Maintenance of Leases. In accordance with prudent operator standards, Mortgagor will keep and continue all Leases, estates and interests herein described and all contracts and agreements relating thereto in full force and effect in accordance with the terms thereof and will not permit the same to lapse or otherwise become impaired for failure to comply with the obligations thereof, whether express or implied. In this connection, Mortgagor shall not release any of the Leases without the prior written consent of Mortgagee.

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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

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4.04 ***Maintenance of Equipment***. Mortgagor will keep and maintain all improvements and all personal property and equipment now or hereafter situated on the Land and constituting a portion of the Mortgaged Property and used or obtained in connection therewith in good state of repair and condition, ordinary wear and tear excepted, and will not tear down or remove the same or permit the same to be torn down or removed without the prior consent of Mortgagee, except in the usual course of operations as may be required for replacement when otherwise in compliance with the provisions of this Deed of Trust.

4.05 ***Notification of Loss***. Mortgagor will notify Mortgagee of the destruction, loss, termination or acquisition of any material portion of the Mortgaged Property within three business days thereof.

4.06 ***Pooling or Unitization***. Mortgagor will not, without the prior written consent of Mortgagee, pool or unitize all or any part of the Mortgaged Property where the pooling or unitization would result in the diminution of the net revenue interest of Mortgagor in production from the pooled or unitized lands attributable to the Mortgaged Property constituting a portion of such pooled or unitized lands. After the formation of any pool or unit in accordance herewith, Mortgagor, at Mortgagee's request, will furnish to Mortgagee a conformed copy of the pooling agreement, declaration of pooling, or other instrument creating the pool or unit. The interest of Mortgagor included in any pool or unit attributable to the Mortgaged Property or any part thereof shall become a part of the Mortgaged Property and shall be subject to liens and security interests hereof in the same manner and with the same effect as though the pool or unit and the interest of Mortgagor therein were specifically described in Exhibit A hereto. In the event any proceedings of any governmental body which could result in pooling or unitizing all or any part of the Mortgaged Property are commenced, Mortgagor shall give prompt written notice thereof to Mortgagee. Any pooling or unitization of all or any part of the Mortgaged Property in violation of this Section shall be of no force or effect against the Trustee or Mortgagee.

4.07 ***Payment of Lienable Claims***. Mortgagor will pay, before such become delinquent, all taxes now or hereafter to accrue against any of the Mortgaged Property and all other taxes or assessments, general or special, lawfully levied against it or such Mortgaged Property which might become a lien thereon unless the same are being diligently contested by Mortgagor.

4.08 ***Payment by Mortgage of Lienable Claims***. In the event Mortgagor shall fail or neglect to pay any taxes, general or special, or shall fail or neglect to relieve the Mortgaged Property from any lien which might become superior or equal to the lien of this Deed of Trust, or fail to carry workers' compensation or other insurance required herein, the Trustee, at his option, or Mortgagee, at its option, may pay such taxes, liens, charges or

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encumbrances, or any part thereof, or effect such workers' compensation insurance; and Mortgagor will promptly reimburse the Trustee or Mortgagee, as the case may be, therefor; and any and all such sums so paid hereunder shall be paid by Mortgagor upon demand at the principal offices of Mortgagee and shall constitute a part of the Indebtedness.

4.09 ***Operation of Mortgaged Property***. Mortgagor will operate or, to the extent that the right of operation is vested in others, will exercise its best efforts to require the operator to operate the Mortgaged Property and all wells drilled thereon and that may hereafter be drilled thereon, continuously and in good workmanlike manner in accordance with the best usage of the field and in accordance with all laws of the United States of America and the state in which the Mortgaged Property is situated, as well as all rules, regulations and laws of any governmental agency having jurisdiction to regulate the manner in which the operation of the Mortgaged Property shall be carried on, and will comply with all terms and conditions of the Leases it now holds and each assignment or contract obligating Mortgagor in any way with respect to the Mortgaged Property; but nothing herein shall be construed to empower Mortgagor to bind the Trustee or Mortgagee to any contract or obligation or render the Trustee or Mortgagee in any way responsible or liable for bills or obligations incurred by Mortgagor.

4.10 ***Maintenance of Workers' Compensation Insurance***. Mortgagor will at all times maintain workers' compensation insurance with a responsible insurance company where required by, and in accordance with, the laws of the state in which the Mortgaged Property is located.

4.11 ***Maintenance of Liability and Casualty Insurance***. Mortgagor will carry public liability and property damage insurance, as well as insurance against loss or damage to the Mortgaged Property by fire, lightning, tornado and explosion, as set forth in the Governing Agreement (as hereinafter defined).

4.12 ***Compliance with Operating Agreements***. Mortgagor agrees to pay promptly all bills for labor and materials incurred in the operation of the Mortgaged Property and will promptly pay its share of all costs and expenses incurred under any joint operating agreement affecting the Mortgaged Property or any portion thereof; will furnish Mortgagee, as and when requested, full information as to the status of any joint account maintained with others under any such operating agreement; and will not take any action to incur any liability or lien thereunder. Furthermore, Mortgagor will not consent or agree to participate in any proposed operation under any presently existing operating agreement affecting the Mortgaged Property unless Mortgagor has readily available funds equal to Mortgagor's share of the estimated cost of the proposed operation prior to electing to participate in the operation.

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4.13 ***Access to Mortgaged Property***. Mortgagor will permit Mortgagee and its accredited agents, representatives, attorneys and employees, at the sole risk and expense of Mortgagee and such agents, representatives, attorneys and employees, at all times to go upon, examine, inspect and remain on the Mortgaged Property, and to go upon the derrick floor of any well at any time drilled or being drilled thereon, and will furnish Mortgagee, upon request, all pertinent information regarding the development and operation of the Mortgaged Property.

4.14 ***Notification of Legal Proceedings***. Mortgagor will notify Mortgagee promptly and in writing of the commencement of any legal proceedings affecting the Mortgaged Property or any part thereof, and will take such action as may be necessary to preserve the rights of Mortgagor, the Trustee and Mortgagee affected thereby; and should Mortgagor fail or refuse to take any such action, Mortgagee may at its election take such action on behalf and in the name and at the cost and expense of Mortgagor.

4.15 ***Waivers***. Mortgagor hereby expressly waives, to the full extent permitted by applicable law, any and all rights or privileges of marshaling of assets, sale in inverse order of alienation, notices, appraisements, redemption and any prerequisite in the event of foreclosure of the liens and/or security interests created herein. Mortgagee at all times shall have the right to release any part of the Mortgaged Property now or hereafter subject to the liens or security interests of this Deed of Trust, any part of the proceeds of production or other income herein or hereafter assigned or pledged, or any other security it now has or may hereafter have securing the Indebtedness, without releasing any other part of the Mortgaged Property, proceeds or income, and without affecting the liens or security interests hereof as to the part or parts of the Mortgaged Property, proceeds or income not so released or the right to receive future proceeds and income.

4.16 ***Liens***. Other than Permitted Liens, as defined in the Governing Agreement (as hereinafter defined) and Permitted Encumbrances described on Exhibit A attached hereto, without prior approval and written consent of Mortgagee, Mortgagor will not create, incur, assume or suffer to exist any mortgage, lien, security interest, charge, encumbrance or assessment on all or any portion of the Mortgaged Property, regardless of whether the mortgage, lien, security interest, charge, encumbrance or assessment is senior, coordinate, junior, inferior or subordinate to the lien and security interest created hereby. Should any such mortgage, lien, security interest, charge, encumbrance or assessment not consented to in writing by Mortgagee arise, Mortgagor will promptly discharge and remove the same from the Mortgaged Property. Any mortgage, lien, security interest, charge, encumbrance or assessment in violation of this Section shall be of no force or effect against Mortgagee.

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4.17 ***Transfer or Division Orders***. Upon request of Mortgagee after the occurrence and during the continuation of an Event of Default, Mortgagor will execute and deliver written notices of assignments to any persons, corporations or other entities owing or which may in the future owe to Mortgagor monies or accounts arising in connection with (a) any oil, gas or mineral production from all or any portion of the Mortgaged Property; (b) any gas contracts, processing contracts or other contracts relating to all or any portion of the Mortgaged Property; or (c) the operation of or production from all or any portion of the Mortgaged Property. The notices of assignments shall advise the third parties that all of the monies or accounts described above have been assigned to Mortgagee, and if required by Mortgagee, shall also require and direct that future payments thereof, including amounts then owing and unpaid, be paid directly to Mortgagee.

4.18 ***Compliance with Laws***. Mortgagor will comply at all times and in all material respects with all federal, state and local laws, regulations and ordinances applicable to the Mortgaged Property, including, without limitation, all environmental protection and hazardous waste requirements, and in this regard:

(a) Natural or Environmental Resources Compliance. Mortgagor will comply with any and all applicable local, state and federal laws, ordinances, rules, regulations and orders (a) related to any natural or environmental resource or media located on, above, within, in the vicinity of, related to or affected by the Mortgaged Property, any other property of Mortgagor in which Mortgagee has a mortgage, security or other interest, or any other property of Mortgagor, or (b) required for the performance or conduct of the operations of Mortgagor.

(b) Notification of Hazardous Substances Inquiries. Mortgagor will forthwith notify Mortgagee in writing of any request from any governmental agency or other entity for information regarding releases of Hazardous Substances from, affecting or related to the Mortgaged Property, any other property of Mortgagor in which Mortgagee has a mortgage, security or other interest or any other property of Mortgagor; notify Mortgagee of any actual, proposed or threatened testing or other investigation by any governmental agency or other entity concerning the environmental condition of or related to such property; and provide to Mortgagee such information as Mortgagee shall request concerning the generation, storage, disposal, transportation or other management, if any, of any Hazardous Substance.

(c) Hazardous Substances Compliance and Indemnification. Mortgagor will at all times comply fully and in a timely manner with, and will cause all employees, agents, contractors, sub-contractors and future lessees

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By Nicole Ann Turner Deputy

(pursuant to appropriate lease provisions) of Mortgagor, while such persons are acting within the scope of their relationship with Mortgagor, to so comply in all material respects with, all applicable federal, state and local laws, regulations, guidelines, codes and ordinances applicable to the use, generation, handling, storage, treatment, transport and disposal of any Hazardous Substances now or hereafter located or present on or under the Mortgaged Property. Except for periods when Mortgagee has acceded to the rights of the Mortgaged Property, Mortgagor indemnifies and holds Mortgagee, its shareholders, officers, directors, employees, agents, attorneys-in-fact and affiliates harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial actions, requirements and enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, without limitation, attorneys' fees and expenses), arising directly or indirectly, in whole or in part, from (a) the presence of any Hazardous Substances on, under or from the Mortgaged Property, whether prior to or during the term hereof, (b) any activity carried on or undertaken on or off the Mortgaged Property, whether prior to or during the term hereof, and whether by Mortgagor or any predecessor in title or any employees, agents, contractors or subcontractors of Mortgagor or any predecessor in title, or any third persons at any time occupying or present on the Mortgaged Property, in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Substances at any time located or present on or under the Mortgaged Property, or (c) any residual contamination on or under the Mortgaged Property or affecting any natural resources in, on or under the Mortgaged Property, or any contamination of any other property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any Hazardous Substance by Mortgagor or any employee, agent, contractor or subcontractor of Mortgagor, irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances, including, without limitation, any of the foregoing arising, in whole or in part, from negligence (except for gross negligence or willful misconduct) on the part of Mortgagee or any of its shareholders, officers, directors, employees, agents, attorneys-in-fact or affiliates (the foregoing indemnity being the "Hazardous Substances Indemnity").

(d) Survival of Indemnification. The Hazardous Substances Indemnity shall survive repayment of the Indebtedness, provided that the claims and other actions of any kind against Mortgagee which give rise to the

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Hazardous Substances Indemnity are not barred by the applicable statute of limitations at the time such claims or actions are instituted.

4.19 ***Covenants Running with the Land***. All covenants and agreements herein contained shall constitute covenants running with the Land.

ARTICLE V
DEFEASANCE, FORECLOSURE AND OTHER REMEDIES

5.01 ***Defeasance***. Should Mortgagor make due and punctual payment of the Indebtedness, as the same becomes due and payable, and duly observe and perform all of the covenants, conditions and agreements herein and in all other agreements with Mortgagee provided to be observed and performed by Mortgagor, then the conveyance of the Mortgaged Property shall become of no further force and effect, and the lien and security interest hereof shall be released at the cost and expense of Mortgagor; otherwise, it shall remain in full force and effect.

5.02 ***Acceleration and Exercise of Power of Sale***. Upon the occurrence of any Event of Default, as defined in the Governing Agreement (as hereinafter defined), Mortgagee may declare the aggregate principal amount of all Indebtedness then outstanding and all interest accrued thereon immediately due and payable, whereupon the same shall become immediately due and payable without presentment, demand, protest, notice of protest, default or dishonor, notice of intent to accelerate maturity, notice of acceleration of maturity or other notice of any kind, all of which are hereby expressly waived by Mortgagor to the full extent permitted by applicable law.

Upon the occurrence of any Event of Default or at any time thereafter while the Indebtedness or any part thereof remains unpaid, it shall be the duty of the Trustee, on request of Mortgagee (which request is hereby presumed), to enforce this Trust and, after advertising the time and place of the sale for at least 21 days prior to the day of sale, by posting or causing to be posted a written or printed notice thereof at the courthouse door and by filing a copy of such notice in the office of the county clerk of each county in which the Mortgaged Property or any part thereof may be situated, and serving written notice of the proposed sale on each debtor obligated to pay the Indebtedness according to the records of Mortgagee, by postage prepaid, certified United States mail, at the most recent address for such debtor as shown by the records of Mortgagee, at least 21 days prior to the day of sale, to sell the Mortgaged Property, either as a whole or in parcels, as the Trustee may deem proper, at public venue at the courthouse of the county in which the Mortgaged Property or any part thereof may be situated (and being the county designated in the notice of sale) on the first Tuesday of any month between the hours of 10:00 a.m. and 4:00 p.m., to the highest bidder

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Burleson County, Texas

By Violet Ann Turner Deputy

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for cash, and after such sale to execute and deliver to the purchaser or purchasers good and sufficient deeds and assignments, conveying such property so sold to the purchaser or purchasers with general warranty of title made on behalf of Mortgagor. The Trustee, or his successor or substitute, is hereby authorized and empowered to appoint any one or more persons as his attorneys-in-fact to act as Trustee under him and in his name, place and stead, such appointment to be evidenced by a written instrument executed by the Trustee, or his successor or substitute, to perform any one or more act or acts necessary or incident to any sale under the power of sale hereunder, including, without limitation, the posting and filing of any notices, the conduct of the sale and the execution and delivery of any instruments conveying the Mortgaged Property as a result of the sale, but in the name and on behalf of the Trustee, or his successor or substitute; and all acts done or performed by such attorneys-in-fact shall be valid, lawful and binding as if done or performed by the Trustee, or his successor or substitute. No single sale or series of sales by the Trustee shall extinguish the lien or exhaust the power of sale hereunder except with respect to the items of property sold, but such lien and power shall exist for so long as and may be exercised in any manner by law or as herein provided as often as the circumstances require to give Mortgagee full relief hereunder. The purchaser at any such sale shall not assume, nor shall the heirs, legal representatives, successors or assigns of such purchaser, be deemed to have assumed, by reason of the acquisition of property or rights mortgaged hereunder, any liability or obligation of any lessee or operator of the Mortgaged Property, or any part thereof, arising by reason of any occurrence taking place prior to such sale. It shall not be necessary to have present, or to exhibit at any such sale, any of the personal property subject to the lien or security interest hereof.

5.03 ***Rights as Secured Party***. Upon the occurrence of any Event of Default, Mortgagee shall be entitled to all of the rights, powers and remedies afforded a secured party by the Uniform Commercial Code with respect to the personal property and fixtures in which Mortgagee has been granted a security interest hereby, or Mortgagee may proceed in accordance with the provisions hereof as to both the real and personal property covered hereby.

5.04 ***Application of Proceeds of Sale***. The Trustee is authorized to receive the proceeds of each sale of Mortgaged Property and apply the same as follows:

FIRST: to the payment of all necessary costs and expenses incident to the execution of this Deed of Trust;

SECOND: to any and all Indebtedness then hereby secured, application to be made in such order and in such manner as Mortgagee may, in its discretion, elect;

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By Theresa Ann Turner Deputy

THIRD: the balance, if any, to Mortgagor or its successors or assigns.

5.05 ***Substitute Trustee***. In the event of the death of the Trustee, or his removal from the State of Texas, or his failure, refusal, or inability for any reason to make any such sale or to perform any of the trusts herein declared, or at any time, whether with or without cause, Mortgagee may appoint, in writing, a substitute trustee who shall thereupon succeed to all the estates, rights, powers, and trusts herein granted to and vested in the Trustee. In the same events as first above stated, and in the same manner, successive substitute Trustees may thereafter be appointed.

5.06 ***Statements by Trustee***. It is agreed that in any deed or deeds given by any Trustee any and all statements of fact or other recitals therein made as to the identity of the holder or holders of the Indebtedness, or as to default in the payments thereof or any part thereof, or as to the breach of any covenants herein contained, or as to the request to sell, notice of sale, time, place, terms and manner of sale, and receipt, application, and distribution of the money realized therefrom, or as to the due and proper appointment of a substitute trustee, and, without being limited by the foregoing, as to any other or additional act or thing having been done by Mortgagee or the Trustee, shall be taken by all courts of law and equity as prima facie evidence that the statements or recitals state facts and are without further question to be so accepted; and Mortgagor does hereby ratify and confirm any and all acts that the Trustee may lawfully do in the premises by virtue of the terms and conditions of this instrument.

5.07 ***Suit to Collect and Foreclose***. Mortgagee, at its election, or the Trustee, upon written request of Mortgagee, may proceed by suit or suits, at law or in equity, to enforce the payment of the Indebtedness in accordance with the terms hereof and of the notes, guaranties or other documents evidencing it, and to foreclose the lien and/or security interest of this Deed of Trust as against all or any portion of the Mortgaged Property and to have such property sold under the judgment or decree of a court of competent jurisdiction.

5.08 ***Mortgagee or Trustee as Purchaser***. It is expressly understood that Mortgagee or the Trustee may be a purchaser of the Mortgaged Property, or of any part thereof, at any sale thereof, whether such sale be under the power of sale hereinabove vested in the Trustee or upon any other foreclosure of the lien and/or security interest hereof, or otherwise; and Mortgagee or the Trustee so purchasing shall, upon any such purchase, acquire good title to the Mortgaged Property so purchased, free of the lien and/or security interest of this Deed of Trust and free of all rights of redemption in Mortgagor.

5.09 ***Performance by Mortgagee or Trustee***. If Mortgagor should fail to comply with any of the covenants or obligations of Mortgagor hereunder, then Mortgagee or

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By Mirelfann Turner Deputy

the Trustee may perform the same for the account and at the expense of Mortgagor but shall not be obligated so to do. Any and all expenses incurred or paid in so doing shall be payable by Mortgagor to Mortgagee, with interest at the rate set forth in the Governing Agreement (as hereinafter defined), from the date when same was so incurred or paid, and the amount thereof shall be payable on demand and shall be secured by and under this Deed of Trust. The amount and nature of such expense and the time when paid shall be fully established by the affidavit of Mortgagee or any officer or agent thereof or by the affidavit of any Trustee acting hereunder; provided, however, that the exercise of the privileges granted in this Section shall in no way be considered or constitute a waiver of the right of Mortgagee upon the occurrence of an Event of Default hereunder to declare the Indebtedness at once due and payable but shall be cumulative of such right and all other rights herein given.

5.10 Entry and Operation. Upon the occurrence of any one or more Events of Default, then in each and every such case and in addition to the other rights and remedies hereunder, the Trustee or Mortgagee, whether or not the Indebtedness shall have become due and payable, may, but shall not be obligated to, enter into and upon and take possession of all or any part of the Mortgaged Property and may exclude Mortgagor, its agents and servants wholly therefrom and have, hold, use, operate, manage and control all or any part of the Mortgaged Property and produce the oil, gas and other minerals therefrom and market the same, all at the sole risk and expense of Mortgagor and at the expense of the Mortgaged Property, applying the net proceeds so derived, first, to the cost of maintenance and operation of such Mortgaged Property; second, to the payment of all Indebtedness secured hereby, principal and interest, application to be made first to interest and then to principal; and the balance thereof, if any, shall be paid to Mortgagor. Upon such payment of all such costs and Indebtedness, the Mortgaged Property shall be returned to Mortgagor in its then condition and neither the Trustee nor Mortgagee shall be liable to Mortgagor for any damage or injury to the Mortgaged Property except such as may be caused through the fraud, gross negligence or willful misconduct of the Trustee or Mortgagee, as the case may be.

5.11 Power of Attorney to Mortgagee. Mortgagor does hereby designate Mortgagee as the agent of Mortgagor to act in the name, place and stead of Mortgagor after the occurrence of an Event of Default in the exercise of each and every remedy set forth herein and in conducting any and all operations and taking any and all action reasonably necessary to do so, recognizing such agency in favor of Mortgagee to be coupled with the interests of Mortgagee under this Deed of Trust and, thus, irrevocable so long as this Deed of Trust is in force and effect.

5.12 Remedies Cumulative and Non-Exclusive. The rights of entry, sale, or suit, as hereinabove or hereinafter conferred, are cumulative of all other rights and remedies herein or by law or in equity provided, and shall not be deemed to deprive Mortgagee or the Trustee of any such other legal or equitable rights or remedies, by judicial proceedings or

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By Violet Ann Turner Deputy

otherwise, appropriate to enforce the conditions, covenants and terms of this Deed of Trust and of any note, guaranty or other document reflecting the Indebtedness; and the employment of any remedy hereunder or otherwise shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

ARTICLE VI
ASSIGNMENT OF PRODUCTION

6.01 ***Assignment***. In addition to the conveyance to the Trustee herein made, but subject to the subordination provisions of Section 1.06 above, Mortgagor does hereby transfer, assign, deliver and convey unto Mortgagee, its successors and assigns, all of the oil, gas and other minerals produced, saved or sold from the Mortgaged Property and attributable to the interest of Mortgagor therein subsequent to 7:00 a.m. on the first day of the month in which this Deed of Trust is executed, together with the proceeds of any sale thereof. Mortgagor hereby directs any purchaser now or hereafter taking any production from the Mortgaged Property to pay to Mortgagee such proceeds derived from the sale thereof and to continue to make payments directly to Mortgagee until notified in writing by Mortgagee to discontinue the same, and the purchaser of any such production shall not be required to see to the application of the proceeds thereof by Mortgagee, and payment made to Mortgagee shall be binding and conclusive as between such purchaser and Mortgagor. Mortgagor further agrees to perform all such acts and to execute all such further assignments, transfer and division orders and other instruments as may be required or desired by Mortgagee or any other party to have such proceeds and revenues so paid to Mortgagee.

6.02 ***Change of Purchaser***. Should any purchaser taking the production from the Mortgaged Property fail to make prompt payment to Mortgagee in accordance with the provisions of Section 6.01, Mortgagee shall have the right, at the expense of Mortgagor, to demand a change of connection and to designate another purchaser with whom a new connection may be made, without any liability on the part of Mortgagee in making such selection, so long as ordinary care is used in the making thereof; and promptly upon such demand, Mortgagor shall take all necessary and appropriate action to effect such change of connection, so long as Mortgagor is entitled to do so under applicable contracts for the sale of production from the Mortgaged Property.

6.03 ***Application of Proceeds***. Mortgagor authorizes and empowers Mortgagee to receive, hold and collect all sums of money paid to Mortgagee in accordance with the provisions of Section 6.01, and to apply the same as hereinafter provided, all without any liability or responsibility on the part of Mortgagee, save and except as to good faith in so receiving and applying such sums. All payments provided for in Section 6.01 shall be paid promptly to Mortgagee, and shall be applied to the Indebtedness pursuant to the provisions of the Governing Agreement (as hereinafter defined).

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County Clerk
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By Nicolann Turner Deputy

6.04 ***No Postponement of Installments on Indebtedness***. It is understood and agreed that should such payments provided for by Section 6.01 be less than the sum or sums then due on the Indebtedness, such sum or sums then due shall nevertheless be paid by Mortgagor in accordance with the provisions of the notes, guaranties or other documents evidencing the Indebtedness, and neither the assignment made pursuant to Section 6.01 nor any other provisions hereof shall in any manner be construed to affect the terms and provisions of such notes, guaranties or other documents evidencing the Indebtedness. Likewise, neither the assignment made pursuant to Section 6.01 nor any other provisions hereof shall in any manner be construed to affect the liens, rights, title and remedies herein granted securing the Indebtedness or the liability of Mortgagor therefor. The rights under this Article VI are cumulative of all other rights, remedies, and powers granted under this Deed of Trust and are cumulative of any other security which Mortgagee now holds or may hereafter hold to secure the payment of the Indebtedness.

6.05 ***Turnover to Mortgagee***. Should Mortgagor receive any of the proceeds of any sale of oil, gas or other minerals produced, saved or sold from the Mortgaged Property, which under the terms hereof should have been remitted to Mortgagee, Mortgagor will immediately remit same in full to Mortgagee.

6.06 ***Release of Proceeds Upon Payment of Indebtedness***. Upon payment in full of all Indebtedness, the remainder of such proceeds held by Mortgagee, if any, shall be paid over to Mortgagor upon demand, and a release of the interest hereby assigned will be made by Mortgagee to Mortgagor at its request and its expense.

6.07 ***Duty of Mortgagee***. Except for liability arising out of Mortgagee's gross negligence or willful misconduct, Mortgagee shall not be liable for any failure to collect, or for any failure to exercise diligence in collecting, any funds assigned hereunder. Mortgagee shall be accountable only for funds actually received.

6.08 ***Power of Attorney to Mortgagee***. Mortgagor does hereby designate Mortgagee as the agent of Mortgagor to act in the name, place and stead of Mortgagor for the purpose of taking any and all actions deemed by Mortgagee necessary for the realization by Mortgagee of the benefits of the assignment of production provided herein, recognizing such agency in favor of Mortgagee to be coupled with the interests of Mortgagee under this Deed of Trust and, thus, irrevocable so long as this Deed of Trust is in force and effect.

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The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

90-91-2

ARTICLE VII
MISCELLANEOUS

7.01 ***Interest***. Any provision in any document that may be executed in connection herewith to the contrary notwithstanding, Mortgagee shall in no event be entitled to receive or collect, nor shall any amounts received hereunder be credited so that Mortgagee shall be paid, as interest a sum greater than that authorized by law. If any possible construction of this Deed of Trust or any note, guaranty or other document evidencing or relating to all or any portion of the Indebtedness seems to indicate any possibility of a different power given to Mortgagee or any authority to ask for, demand or receive any larger rate of interest, this clause shall override and control, and proper adjustments shall be made accordingly.

7.02 ***Agreement as Entirety***. This Deed of Trust, for convenience only, has been divided into Articles, Sections and subsections; and it is understood that the rights, powers, privileges, duties and other legal relations of Mortgagor, the Trustee and Mortgagee shall be determined from this instrument as an entirety and without regard to the aforesaid division into Articles, Section and subsections and without regard to headings affixed to such Articles, Sections or subsections.

7.03 ***Number and Gender***. Whenever the context requires, reference herein made to the single number shall be understood to include the plural, and the plural shall likewise be understood to include the singular. Words denoting sex shall be construed to include the masculine, feminine and neuter when such construction is appropriate; and specific enumeration shall not exclude the general, but shall be construed as cumulative.

7.04 ***Rights and Remedies Cumulative***. All rights, powers, immunities, remedies and liens of Mortgagee existing and to exist hereunder or under any other instruments or at law or in equity and all other or additional security shall be cumulative and not exclusive, each of the other. Mortgagee shall, in addition to the rights and remedies herein expressly provided, be entitled to such other remedies as may now or hereafter exist at law or in equity for securing and collecting the Indebtedness, for enforcing the covenants herein, and for foreclosing the liens hereof. Resort by Mortgagee to any right or remedy provided for hereunder or at law or in equity shall not prevent concurrent or subsequent resort to the same or any other right or remedy. No security heretofore, herewith or subsequently taken by Mortgagee shall in any manner impair or affect the security given by this instrument or any security by endorsement or otherwise presently or previously given; and all security shall be taken, considered and held as cumulative.

7.05 ***Parties in Interest***. This Deed of Trust shall be binding upon the parties and their respective heirs, administrators, legal representatives, successors and assigns, and

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Burleson County, Texas

By Hiedi Ann Turner Deputy

90.51.2

shall inure to the benefit of the Mortgagee and its legal representatives, successors and assigns. The terms used to designate any of the parties herein shall be deemed to include the heirs, administrators, legal representatives, successors and assigns of such parties; and the term "Mortgagee" shall also include any lawful owner, holder or pledgee of any Indebtedness.

7.06 ***Supplements***. Without in any manner limiting the effect of Section 1.04 or any other provisions of this Deed of Trust as to the binding effect of this Deed of Trust on after-acquired rights of Mortgagor, it is contemplated by the parties hereto that from time to time additional interests and properties may or will be added to the interests and properties subject to the liens, rights, titles and interests created by this Deed of Trust by means of supplemental indentures identifying this Deed of Trust and describing such interests and properties to be so added and included. Upon the execution of any such supplemental indenture, the liens, rights, titles and interests created herein shall immediately attach to and be effective with respect to any such interests and properties so described, the same as if such interests and properties had been specifically described herein, and such interests and properties being included in the term "Mortgaged Property," as used herein.

7.07 ***Invalidity***. In the event that any one or more of the provisions contained in this Deed of Trust shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Deed of Trust or any provision of any other document relating to any Indebtedness.

7.08 ***Construction***. All titles or headings to Articles, Sections, subsections or other divisions of this Deed of Trust or the exhibits hereto are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such Articles, Sections, subsections or other divisions, such other content being controlling as to the agreement among the parties hereto. Article, Section, subsection and Exhibit references herein are to such Articles, Sections, subsections and Exhibits of this Deed of Trust unless otherwise specified. The words "hereby," "herein," "hereinabove," "hereinafter," "hereinbelow," "hereof" and "hereunder" when used in this Deed of Trust shall refer to this Deed of Trust as a whole and not to any particular Article, Section, subsection or provision of this Deed of Trust.

7.09 ***Financing Statement Filings***.

(a) Any copy of this instrument may also serve as a financing statement under the Uniform Commercial Code between Mortgagor and Mortgagee. Mortgagor's present address is 770 South Post Oak Lane, Suite 520, Houston, Texas 77056. Mortgagor is a Texas limited liability company whose organizational identification number is 800425533.

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Burleson County, Texas

By Nicolette Turner Deputy

(b) The officer where Mortgagor keeps Mortgagor's accounting recordings concerning the Mortgaged Property covered by this Mortgage is Mortgagor's chief executive office and is the same address as set forth in (a) above.

(c) Mortgagee is authorized to file, in any jurisdiction where Mortgagee deems it necessary, a financing statement or statements covering the Mortgaged Property, and at the reasonable request of Mortgagee, Mortgagor will join Mortgagee in executing one or more such financing statements pursuant to the Uniform Commercial Code in form satisfactory to Mortgagee, and will pay the cost of filing or recording this instrument, as a financing statement, in all public offices at any time and from time to time whenever filing or recording of any financing statement or of this instrument is reasonably deemed by Mortgagor to be necessary or desirable.

7.10 ***As Extracted Collateral, Accounts and Fixtures***. Portions of the Mortgaged Property consist of (i) oil, gas and other minerals (as-extracted collateral) produced or to be produced from the Land and to the accounts resulting from the sale thereof at the wellhead, or (ii) goods which are or will become fixtures attached to the real property constituting a portion of the Mortgaged Property, and Mortgagor hereby agrees that this instrument shall be filed for record in the real property records and the Uniform Commercial Code records of the counties in which the Mortgaged Property is located as a financing statement to perfect the security interest of Mortgagee in said portions of the Mortgaged Property. The said oil, gas and other minerals and accounts will be financed at the wellhead of the oil and gas wells located on the Lands. The name of the record owner of the Mortgaged Property is the party named herein as Mortgagor. If allowed by applicable law, this Deed of Trust when filed for record in the real estate records in the county shall constitute a financing statement for Fixtures and As-Extracted Collateral, as those terms are defined in the Uniform Commercial Code. Nothing herein contained shall impair or limit the effectiveness of this document as a security agreement or financing statement for other purposes.

7.11 ***Counterparts***. For the convenience of the parties, this instrument may be executed in multiple counterparts, each of which for all purposes shall be deemed, and may be enforced from time to time as, a chattel mortgage, real estate mortgage, deed of trust, security agreement, assignment or contract, or as one or more thereof. For recording purposes, various counterparts have been executed, and there may be attached to each such counterpart an Exhibit A containing only the description of the Mortgaged Property, or portions thereof, which relates to the county or state in which the particular counterpart is to be recorded. A complete, original counterpart of this instrument with a complete Exhibit A may be obtained from Mortgagee. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

STATE OF TEXAS
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Anna L. Schielack
County Clerk
Burleson County, Texas

By Nicole Ann Turner Deputy

7.12 ***No Waiver by Mortgagee***. No course of dealing on the part of Mortgagee, its officers or employees, nor any failure or delay by Mortgagee with respect to exercising any of its rights or remedies hereunder shall operate as a waiver thereof nor shall the exercise or partial exercise of any such right or remedy shall preclude the exercise of any other right or remedy.

7.13 ***Governing Agreement***. This Deed of Trust is made, pursuant and subject to the terms and provisions of that certain Credit Agreement dated of even date herewith among Mortgagor and Mortgagee (as amended or restated from time to time, the "Governing Agreement"). In the event of a conflict between the terms and provisions of this Mortgage and those of the Governing Agreement, the terms and provisions of the Governing Agreement shall govern and control; provided, however, the inclusion in this Deed of Trust of provisions not addressed in the Governing Agreement shall not be deemed a conflict and all such additional provisions contained herein shall be given full force and effect.

IN WITNESS WHEREOF, this Deed of Trust, Security Agreement, Financing Statement and Assignment of Production is executed on this 10th day of January, 2005.

HAWK ENERGY, L.L.C.

By: _____
A. Gail Crawford
Co-Manager

By: _____
Dan C. Crawford
Co-Manager

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By _____ Deputy

90.51.2

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared A. Gail Crawford, Co-Manager of Hawk Energy, L.L.C., a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of such limited liability company and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE 10th day of January, 2005.

PATTI WAUGHTEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 1, 2006

Patti Waughtel
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires:

2/1/06

Patti Waughtel
(Printed Name of Notary Public)

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Norcfann Turner Deputy

50.512

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Dan C. Crawford, Co-Manager of Hawk Energy, L.L.C., a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of such limited liability company and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE 10th day of January, 2005.

PATTI WAUGHTEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 1, 2006

Patti Waughtel
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires:

2/1/06

Patti Waughtel
(Printed Name of Notary Public)

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

30.51.2

EXHIBIT A
TO
DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION
(THE "DEED OF TRUST")

This Exhibit A sets forth the description of certain property interests covered by the Deed of Trust to which this Exhibit A is attached. All of the terms defined in the Deed of Trust are used in this Exhibit A with the same meanings given therein.

This Exhibit A and the Deed of Trust cover and include the following:

(a) All right, title and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in and to the oil, gas and mineral leases described herein and/or lands described in and subject to such oil, gas and mineral leases (regardless, as to such leases and/or lands, of any surface acreage and/or depth limitations set forth in any description of any of such oil, gas and mineral leases) , and all right, title and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in and to any of the oil, gas and minerals in, on or under the lands, if any, described on this Exhibit, including, without limitation, all contractual rights, fee interests, leasehold interests, overriding royalty interests, non-participating royalty interests, mineral interests, production payments, net profits interests or any other interest measured by or payable out of production of oil, gas or other minerals from the oil, gas and mineral leases and/or lands described herein; and

(b) All of the foregoing interests of Mortgagor as such interests may be enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances, together with all interests, whether now owned

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Burleson County, Texas

By Heidi Ann Turner Deputy

90-91-2

and existing or hereafter acquired or arising, of Mortgagor in, to and under or derived from all renewals and extensions of any oil, gas and mineral leases described herein, it being specifically intended hereby that any new oil and gas lease (i) in which an interest is acquired by Mortgagor after the termination or expiration of any oil and gas lease, the interests of Mortgagor in, to and under or derived from which are subject to the lien and security interest hereof, and (ii) that covers all or any part of the property described in and covered by such terminated or expired leases, shall, to the extent, and only to the extent such new oil and gas lease may cover such property, be considered a renewal or extension of such terminated or expired lease; and

(c) All right, title and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in, to and under or derived from any operating, farmout and bidding agreements, assignments and subleases, whether described in this Exhibit A, to the extent, and only to the extent, that such agreements, assignments and subleases (i) cover or include any present right, title and interest of Mortgagor in and to the leases and/or lands described in this Exhibit A, or (ii) cover or include any other undivided interests now or hereafter held by Mortgagor in, to and under the described leases and/or lands, including, without limitation, any future operating, farmout and bidding agreements, assignments, subleases and pooling, unitization and communitization agreements and the units created thereby (including, without limitation, all units formed under orders, regulations, rules or other official acts of any governmental body or agency having jurisdiction) to the extent and only to the extent that such agreements, assignments, subleases, or units cover or include the described leases and/or lands; and

(d) All right, title and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in, to and under or derived from all presently existing and future advance payment agreements, oil, casinghead gas and gas sales, exchange and processing contracts and agreements, including, without limitation, those contracts and agreements that are described on this Exhibit A, to the extent, and only to the extent,

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County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

those contracts and agreements cover or include the described leases and/or lands; and

(e) All right, title and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in, to and under or derived from all existing and future permits, licenses, easements and similar rights and privileges that relate to or are appurtenant to any of the described leases and/or lands.

Notwithstanding the intention of this Deed of Trust to cover all of the right, title and interest of Mortgagor in and to the described leases and/or lands, whether now owned and existing or hereafter acquired or arising, Mortgagor hereby specifically warrants and represents that the interests covered by this Exhibit are not greater than the working interest nor less than the net revenue interest, overriding royalty interest, net profit interest, production payment interest, royalty interest or other interest payable out of or measured by production set forth in connection with each oil and gas well described in this Exhibit. In the event Mortgagor owns any other or greater interest, such additional interest shall also be covered by and included in this Deed of Trust.

The designation "Working Interest" or "W.I." means an interest owned in an oil, gas and mineral lease that determines the cost-bearing percentage of the owner of such interest. The designation "Net Revenue Interest" or "N.R.I." means net revenue interest, or that portion of the production attributable to the owner of a working interest after deduction for all royalty burdens, overriding royalty burdens or other burdens on production, except severance, production, windfall profits and other similar taxes. The designation "Overriding Royalty Interest" or "ORRI" means an interest in production which is free of any obligation for the expense of exploration, development and production, bearing only its prorata share of severance, production, windfall profits and other similar taxes and, in instances where the document creating the overriding royalty interest so provides, costs associated with compression, dehydration, other treating or processing or transportation of production of oil, gas or other minerals relating to the marketing of such production. The designation "Royalty Interest" or "RI" means an interest in production which results from an ownership in the mineral fee estate or royalty estate in the relevant land and which is free of any obligation for the expense of exploration, development and production, bearing only its prorata share of severance, production, windfall profits and other similar taxes and, in instances where the document creating the royalty interest so provides, costs associated with compression, dehydration, other treating or processing or transportation of production of oil, gas or other minerals relating to the marketing of such production.

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COUNTY OF BURLESON
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I hereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nicole Ann Turner Deputy

90.91.2

EXHIBIT A

A. WELL NAME: JESSE MOORE WELL NO. 11-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA DATED: 6/1/80
JOA DATED: 12/05/00
WI: .5066875
NRI: .39598748

Oil, Gas and Mineral Lease dated November 7, 1973, from Jesse B. Moore, as Lessor, to Jack B. Brogdon, as Lessee, recorded in Volume 15, Page 164 of the Oil and Gas Lease Records of Burleson County, Texas, INSOFAR and ONLY INSOFAR as said lease covers 992.17 acres, more or less, out of the Phillip Singleton Survey, Abstract No. 56, in said county, as to all depths thereunder, consisting of three (3) tracts of approximately 561.30 acres, 310.00 acres and 120.87 acres, and being the same three (3) tracts more particularly described as Tracts 1, 2 and 3 in that certain Partition Deed dated April 7, 1953, by and among Harry E. Cagle, R. F. Smith and A. B. Smith, recorded in Volume 116, Page 633 of the Deed Records of Burleson County, Texas.

B. UNIT NAME: ROBERT MOORE UNIT NO. 1A-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA DATED: 6/1/80
JOA DATED: 12/05/00
WI: .49457226
NRI: .37887888

1. Oil, Gas and Mineral Lease dated July 20, 1977, from Robert T. Moore, Individually and as Trustee, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 27, Page 351 of the Oil and Gas Lease Records of Brazos County, Texas;

2. Oil, Gas and Mineral Lease dated August 22, 1990, from Elizabeth Hohlt Pecore, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 435 of the Oil and Gas Lease Records of Burleson County, Texas;

3. Oil, Gas and Mineral Lease dated August 22, 1990, from Joan Hohlt Wich, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174,

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County Clerk
Burleson County, Texas

By Nicole Ann Turner Deputy

90.91.2

Page 431 of the Oil and Gas Lease Records of Burleson County, Texas;

4. Oil, Gas and Mineral Lease dated August 22, 1990, from Frederic A. Fleming, Jr., as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 427 of the Oil and Gas Lease Records of Burleson County, Texas;

5. Oil, Gas and Mineral Lease dated August 22, 1990, from Robert S. Fleming, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 423 of the Oil and Gas Lease Records of Burleson County, Texas;

6. Oil, Gas and Mineral Lease dated August 22, 1990, from TRAAC Company, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 174, Page 439 of the Oil and Gas Lease Records of Burleson County, Texas;

7. Oil and Gas Lease (State Lease No. M-95092) dated October 6, 1992, from the State of Texas, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 209, Page 683 of the Oil and Gas Lease Records of Burleson County, Texas;

8. Oil and Gas Lease (State Lease No. M-96403) dated April 4, 1995, from the State of Texas, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 241, Page 714 of the Oil and Gas Lease Records of Burleson County, Texas; and

9. Oil and Gas Lease (State Lease No. M-96580) dated June 6, 1995, from the State of Texas, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Volume 2443, Page 15 of the Official Records of Brazos County, Texas, and in Volume 245, Page 575 of the Oil and Gas Lease Records of Burleson County, Texas;

INSOFAR and ONLY INSOFAR as said leases cover 960.00 acres, more or less, in Burleson and Brazos Counties, Texas, as to all depths thereunder, and being the same lands described in Exhibit "B" attached to Designation of Unit dated August 21, 1995, but effective July 1, 1995, executed by Seneca Resources Corporation, et al., a counterpart of which is recorded in Volume 2423, Page 299 of the Official Records of Brazos County, Texas.

C. UNIT NAME: ROBERT T. MOORE ESTATE NO. 4-H - 6-H ENLARGED UNIT
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 12/05/00
WI: .5000
NRI: .38185316

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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

90.51.2

1. Oil, Gas and Mineral Lease dated July 20, 1977, from Robert T. Moore, Individually and as Trustee, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 27, Page 351 of the Oil and Gas Lease Records of Brazos County, Texas, as amended by Amendment and Ratification dated November 4, 1977, recorded in Volume 386, Page 265 of the Deed Records of said county; and

2. Oil, Gas and Mineral Lease dated July 15, 1977, from Harry H. Moore, et ux., as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 27, Page 356 of the Oil and Gas Lease Records of Brazos County, Texas, as amended by instrument dated November 22, 1977, recorded in Volume 386, Page 260 of the Deed Records of said county;

INSOFAR and ONLY INSOFAR as said leases cover 1451.54 acres, more or less, out of the Walter Sutherland Survey, Abstract No. 55 and the James D. Millican Survey, A-41, Brazos County, Texas, as to all depths thereunder, and being the same lands described in Voluntary Pooling Agreement dated effective December 31, 2000, which is recorded in Volume 4132, Page 243 of the Official Records of said county.

D. UNIT NAME: RUBENSTEIN UNIT NO. 1-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA DATED: 6/1/80
JOA DATED: 12/05/00
WI: .48812975
NRI: .40488159

1. Oil and Gas Lease dated November 7, 1973, from Jesse B. Moore, as Lessor, to Jack B. Brogdon, as Lessee, recorded in Volume 15, Page 164 of the Oil and Gas Lease Records of Burleson County, Texas;

2. Oil and Gas Llease dated August 3, 1978, from Beatrice Rubenstein, as Lessor, to NAPECO INC., as Lessee, recorded in Volume 24, Page 511 of the Oil and Gas Lease Records of Burleson County, Texas; and

3. Oil and Gas Lease dated May 25, 1979, from William T. Dobbins, as Lessor, to Dov Amir, et al., as Lessee, recorded in Volume 40, Page 142 of the Oil and Gas Lease Records of Burleson County, Texas;

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COUNTY OF BURLESON
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County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

9.9.7.2

INSOFAR and ONLY INSOFAR as said leases cover 728.624 acres, more or less, as to all depths thereunder, consisting of three (3) tracts of 200.454 acres, 266.000 acres and 262.170 acres as more particularly described as follows: (i) 200.454 acres out of the J. B. Chance Survey, Abstract No. 9, in Burleson County, Texas, and being the same lands described as Tract Four (4) in deed dated August 14, 1968, from Margaret Sayles Easley, et al., to Jesse B. Moore, recorded in Volume 173, Page 253 of the Deed Records of said county, (ii) 266.000 acres, and being the same lands described in lease (2) above, and (iii) 262.170 acres, and being the same lands described in lease (3) described above.

E. WELL NAME: MABEL WILKIN NO. 1
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 12/05/00
WI: .5000
NRI: .3980197

Oil and gas lease dated January 3, 1979, from Mabel Wilkins, as Lessor, to NAPECO INC., as Lessee, recorded in Volume 24, Page 499 of the Oil and Gas Lease Records of Burleson County, Texas, INSOFAR and ONLY INSOFAR as said lease covers 640.00 acres out of the James Fisher Survey, Abstract No. 23, in said county, as to all depths thereunder, said land being a part of that certain 3,465.50-acre tract described in Deed dated January 29, 1940, from Lillian Wilkin Fleming to Marion Wilkin Holt, et al., recorded in Volume 83, Page 491 of the Deed Records of said county, and said 640.00-acre tract being in the form of a rectangle bounded on the North, West and South by the corresponding North, West and South lines of said 3,465.50-acre tract and on the East by a line drawn from the North line of said 3,465.50-acre tract to the South line thereof and parallel to and a sufficient distance from the West line thereof so as to enclose exactly 640.00 acres, and being the same 640.00-acre tract described in that certain Partial Assignment of Oil and Gas Lease dated June 24, 1980, from NAPECO INC. to Dov Amir, et al., recorded in Volume 42, Page 724 of the Oil and Gas Lease Records of said county.

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 8-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

F. WELL NAMES: MABEL WILKIN WELL NOS. 4-H AND 6-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 12/05/00

WILKIN NO. 4	WILKIN NO. 6
WI: .5000	WI: .5000
NRI: .35816211	NRI: .39801964

Oil and gas lease dated January 3, 1979, from Mabel Wilkins, as Lessor, to NAPECO INC., as Lessee, recorded in Volume 24, Page 499 of the Oil and Gas Lease Records of Burleson County, Texas, INSOFAR and ONLY INSOFAR as said lease covers 640.00 acres out of the James Fisher Survey, Abstract No. 23, in said county, as to all depths thereunder, said land being a part of that certain 3,465.50-acre tract described in Deed dated January 29, 1940, from Lillian Wilkin Fleming to Marion Wilkin Holt, et al., recorded in Volume 83, Page 491 of the Deed Records of said county, and said 640.00-acre tract being in the form of a rectangle bounded on the North and the South by the corresponding North and South lines of said 3,465.50-acre tract, on the West by the East line of the lands described in that certain Partial Assignment of Oil and Gas Lease dated August 18, 1981, from NAPECO INC. to Dov Amir, et al., recorded in Volume 69, Page 804 of the Oil and Gas Lease Records of said county, and on the East by a line drawn from the North line of said 3,465.50-acre tract to the South line thereof and parallel to and a sufficient distance from the West line thereof so as to enclose exactly 640.00 acres.

G. BARNHART-MAYFAIR UNIT
PURCHASER GAS: ETC
PURCHASER OIL: TEXON
JOA: 6/18/82
WI: .469
NRI: .376875

1. Oil, Gas and Mineral Lease dated December 10, 1996, from Claudia Barnhart, by Alice Barnhart Hoelscher, Attorney-in-Fact, as Lessor, to Menard Energy Corp., as Lessee, recorded in Volume 257, Page 800, Oil and Gas Records, Burleson County, Texas.

2. Oil and Gas Lease dated February 16, 1979, from Houston Corporation, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 376, Page 44, Official Records, Washington County, Texas.

3. Oil and Gas Lease dated February 1, 1993, from Houston Corporation, as Lessor, to Randall S. Shawell, as Lessee, recorded in Volume 697, Page 887, Official

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Norma Ann Turner Deputy

Records, Washington County, Texas.

INSOFAR as said leases cover those certain tracts of land situated within the Barnhart-Mayfair Unit dated December 10, 2001, filed in Volume 1019, Page 394, Official Public Records of Washington County, Texas, and Volume 564, Page 462, Official Records of Burleson County, Texas, and specifically including the Clay No. 2 and Clay No. 3 Wells located thereon.

H. BIG CREEK 1-H WELL - Brazos County, Texas
PURCHASER GAS: ETC
PURCHASER OIL: TEXON
JOA:
WI: .31280625
NRI: .25893092

Oil and Gas Lease dated September 7, 2000, from Thomas Brooks Moore, et al., as Lessors, to Daystar Resources, Ltd., as Lessee, covering 1,303.6890 acres of land, more or less, situated out of the Robert Millican Survey, recorded in Vol. 3959, Page 209, Official Public Records of Brazos County, Texas.

I. VILAS-MOORE NO. 1 UNIT - Brazos County, Texas
PURCHASER GAS: DUKE
PURCHASER OIL: TEXON
JOA: 1/1/96 Joint Exploration and Development Agreement
WI: .3618
NRI: .28875707

1. Oil, Gas and Mineral Lease dated December 15, 1992, corrected by Correction of and Amendment to Oil and Gas Lease dated January 25, 1993, but effective December 15, 1992, between Jean Walton Vilas, joined pro forma by her husband, John R. Vilas, and John Walton Vilas, as Lessors, and Shield Petroleum Incorporated, as Lessee, a Memorandum of Lease is recorded in Volume 1672, Page 346, and Memorandum of Correction of and Amendment to Oil and Gas Lease is recorded in Volume 1778, Page 72, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

2. Oil and Gas Lease dated May 24, 1993, between Thomas Brooks Moore, R. Michael Moore, and Grace Moore Payne, as Lessors, and Shield Petroleum Incorporated, as Lessee, recorded in Vol. 1807, Page 144, and re-recorded in Vol. 1886, Page 20, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

3. Oil and Gas Lease dated May 12, 1993, between William S. Thornton, as Lessor, and

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nicolette Turner Deputy

90-91-2

Shield Petroleum Incorporated, as Lessee, recorded in Vol 1855, Page 161, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

4. Oil and Gas Lease dated May 12, 1993, between Billy M. Payne, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1855, Page 156, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

5. Oil and Gas Lease dated May 12, 1993, between John M. Lawrence III, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1855, Page 151, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

6. Oil and Gas Lease dated May 12, 1993, between Lucille Dougherty, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1855, Page 146, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

7. Oil and Gas Lease dated May 12, 1993, between Jay Don Watson, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1855, Page 166, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

8. Oil and Gas Lease dated May 12, 1993, between Mills Prentice Walker Trust, as Lessor, and Shield Petroleum Incorporated, as Lessee, recorded in Vol 1870, Page 231, of the Real Property Records of Brazos County, Texas, to which reference is here made for all purposes.

INCLUDING, BUT NOT LIMITED TO THE BELOW DESCRIBED UNIT

All those lands included in the Vilas-Moore No. 1 Gas Unit, as designated in that certain Designation of Pooled Unit dated February 23, 1994, recorded in Volume 2043, Page 253, Real Property Records of Brazos County, Texas.

J. VILAS-WALTON NO. 1-H WELL - Brazos County, Texas
PURCHASER GAS: DUKE
PURCHASER OIL: TEXON
JOA: 1/1/96 Joint Exploration and Development Agreement
WI: .376875
NRI: .306525

Oil and Gas Lease dated February 16, 1994, a Memorandum of which is recorded in Vol. 2062, Page 139, from Jean Walton Vilas, et al., as Lessors, to Shield Petroleum Incorporated, as Lessee, INSOFAR as said oil and gas lease covers 1,105.05 acres out of the Robert Millican

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 9-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nadeja Ann Turner Deputy

Survey, A-42, Brazos County, Texas, said 1,105.05 acre tract being more particularly described in that certain Unit Designation dated April 10, 1996, recorded in Vol. 2578, Page 255. Reference is made to said unit designation for a complete description of said 1,105.05 acre tract.

K. KATHLEEN O.L. #1-H UNIT - Brazos County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 4/19/95
WI: .01589106
NRI: .01114394

1. Oil and Gas Lease dated February 6, 1978, recorded in Vol. 30, Page 302, from William J. Terrell, Independent Executor and Trustee under the Will of J.P. Terrell, Deceased, et al., as Lessors, to Randall S. Shawell, as Lessee, as amended by instruments dated March 12, 1985, recorded in Vol. 776, Page 214; dated November 12, 1985, recorded in Vol. 844, Page 401; dated February 13, 1987, recorded in Vol. 953, Page 251; dated February 22, 1988, recorded in Vol. 1033, Page 184; dated February 15, 1989, recorded in Vol. 1104, Page 868; dated February 28, 1990, recorded in Vol. 1173, Page 288; dated March 4, 1991, recorded in Vol. 1245, Page 586; dated April 21, 1992, recorded in Vol. 1490, Page 150; dated February 2, 1993, recorded in Vol. 1728, Page 35; and dated February 26, 1994, recorded in Vol. 2056, Page 171.

2. Oil and Gas Lease dated July 15, 1977, recorded in Vol. 27, Page 356, from Harry H. Moore, et ux., as Lessors, to Randall S. Shawell, as Lessee, as amended by Amendment and Ratification dated November 22, 1977, recorded in Vol. 386, Page 260.

3. Oil and Gas Lease dated February 6, 1978, recorded in Vol. 30, Page 441, from Mary S. Terrell, as Lessor, to Randall S. Shawell, as Lessee, as amended by Instruments dated March 12, 1985, recorded in Vol. 776, Page 216; dated November 14, 1985, recorded in Vol. 844, Page 403, dated February 13, 1987, recorded in Vol. 953, Page 262; dated February 23, 1988, recorded in Vol. 1033, Page 181; dated February 15, 1989, recorded in Vol. 1104, Page 861; dated February 28, 1990, recorded in Vol. 1173, Page 291; dated March 4, 1991, recorded in Vol. 1245, Page 583; dated April 21, 1992, recorded in Vol. 1489, Page 291; dated February 2, 1993, recorded in Vol. 1728, Page 38; and dated February 26, 1994, recorded in Vol. 2056, Page 168.

INCLUDING, BUT NOT LIMITED TO 1042.80 acres out of the Robert Millican Survey, Abstract No. 42, Brazos County, Texas, from the stratigraphic equivalent of 100 feet above the top of the Austin Chalk Formation down to the base of the Edwards Formation, said 1042.80 acre tract being more Particularly described in that certain Designation of Pooled Unit, Kathleen O.L. #1-H Well dated May 4, 1995, recorded in Vol. 2346, Page 60. Reference is made to said Designation of Pooled Unit for a complete description of said 1042.80 acre tract.

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-9-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nicolyann Turner Deputy

L. WESTLANDS #1-H UNIT - Brazos County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 9/13/94
WI: .0202005
NRI: .01515037

1. Oil and Gas Lease dated February 6, 1978, recorded in Vol. 30, Page 294, from First National Bank of Navasota, Navasota, Texas, Trustee under Irrevocable Trust Agreement by Kathleen Blackshear, as Lessor, to Randall S. Shawell, as Lessee, as amended by instruments dated March 14, 1988, recorded in Vol. 1036, Page 115; dated May 5, 1983, recorded in Vol. 86, Page 369; and dated September 28, 1994, recorded in Vol. 2217, Page 149.

2. Oil and Gas Lease dated April 26, 1983, recorded in Vol. 672, Page 584, from T.T. Walton Sr. Trust, acting by and through First Bank & Trust of Bryan, Texas, Mrs. Gladys Ewing Walton, Frank C. Bolton, Jr., Trustees, et al., as Lessor, to Dov Amir and Louis Erlich, as Lessees, as amended by amendments dated March 9, 1988, recorded in Vol. 1036, Page 117; dated November 7, 1994, recorded in Vol. 2239, Page 128; and in Vol. 2297, Page 231.

3. Oil and Gas Lease dated April 26, 1983, recorded in Vol. 86, Page 362, from William J. Terrell, et ux., as Lessor, to Daleco Resources, as Lessee, as amended and ratified by instruments dated February 15, 1989, recorded in Vol. 1104, Page 871 and dated September 28, 1994, recorded in Vol. 2217, Page 147.

4. Oil and Gas Lease dated February 6, 1978, recorded in Vol. 30, Page 302, from William J. Terrell, Independent Executor and Trustee under the Will of J.P. Terrell, Deceased, et al., as Lessor, to Randall S. Shawell, as Lessee, as amended by amendment dated February 26, 1994, recorded in Vol. 2056, Page 171.

5. Oil and Gas Lease dated February 6, 1978, recorded in Vol. 30, Page 441, from Mary S. Terrell, as Lessor, to Randall S. Shawell, as Lessee, as amended by amendment dated February 26, 1994, recorded in Vol. 2056, Page 168.

INCLUDING, BUT NOT LIMITED TO 653.53 acres out of the Robert Millican Survey, Abstract No. 42, Brazos County, Texas, as to depths in and under such land below the stratigraphic equivalent of 100 feet above the top of the Austin Chalk Formation and above the stratigraphic equivalent of 100 feet below the base of the Austin Chalk Formation, said 653.53 acre tract being more particularly described in that certain Designation of Pooled Unit dated March 24, 1995, recorded in Vol. 2319, Page 241, Brazos County, Texas. References made to said Designation of Pooled Unit for a complete description of said 653.53 acre tract.

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

M. WALTON O.L. NO. 1-H WELL - Brazos County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 6/10/94 effective 11/14/95
WI: .09056557
NRI: .07285647

1. Oil and Gas Lease dated February 16, 1994, A memorandum of which is recorded in Vol. 2062, Page 139, from Jean Walton Vilas, et vir., et al., as Lessor, to Shield Petroleum Incorporated, as Lessee.

2. Oil and Gas Lease dated January 3, 1994, recorded in Vol. 2003, Page 276, from Thomas Brooks Moore, et al., as Lessor, to Shield Petroleum Incorporated, as Lessee, as corrected by instrument recorded in Vol. 2341, Page 78, and amended by instrument dated June 27, 1994, recorded in Vol. 2153, Page 27.

3. Oil and Gas Lease dated December 6, 1994, recorded in Vol. 2279, Page 344, from Pauline W. Buckley, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 39.

4. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 342, from Sellers Boynton Rogers, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 89.

5. Oil and Gas Lease dated December 6, 1994, recorded in Vol. 2279, Page 338, from Ralph H. Wallace, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2321, Page 208.

6. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 332, from Stell Rogers Campell, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 50.

7. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 330, from William H. Rogers, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 77.

8. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 334, from Clare Rogers Geuy, as Lessor, to Shield Petroleum Incorporated, as Lessee.

9. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2280, Page 1, from Lucy Shevenell, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 247.

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nicole Ann Turner Deputy

50.512

10. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 348, from Katharine Lindow, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2330, Page 87.

11. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 346, from Richard Hinton Rogers, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2321, Page 214.

12. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 311, from Edgar M. Guild, individually and as attorney-in-fact for Rosa Rogers Guild, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 34.

13. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 340, from Ruth Moses Easterly, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2307, Page 343.

14. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2279, Page 336, from Leslie Rogers, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 83.

15. Oil and Gas Lease dated December 12, 1994, recorded in Vol. 2294, Page 312, from the Sons of the Republic of Texas, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2367, Page 346.

16. Oil and Gas Lease dated December 9, 1994, recorded in Vol. 2319, Page 56, from the University of Georgia Foundation, as Lessor, to Shield Petroleum Incorporated, as Lessee, as amended by instrument recorded in Vol. 2319, Page 44.

Unit Lands

INCLUDING, BUT NOT LIMITED TO 795.85 acres out of the Robert Millican Survey, A-42, Brazos County, Texas, from the surface down to and including 100 feet below the base of the Georgetown Formation, said 795.85 acre tract as more particularly described in that certain Designation of Pooled Unit dated June 26, 1995, recorded in Vol. 2379, Page 146, reference to which Designation of Pooled Unit is made for a complete description of said 795.85 acre tract.

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

50.51.2

N. MOORE NO. 1-H WELL - Brazos County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 6/10/94
WI: .0428924
NRI: .03848195

Oil, Gas and Mineral Lease dated May 24, 1993, recorded 1807 OR 144, re-recorded 1866 OR 20, Brazos County, Texas, from Thomas Brooks Moore, R. Michael Moore and Grace Moore Payne, as Lessors, to Shield Petroleum Incorporated, as Lessee, as amended by an instrument recorded at 2192 OR 70, Brazos County, Texas.

Unit Lands

INCLUDING, BUT NOT LIMITED TO 377.143 acres out of the E.M. Millican Survey, A-40, the Robert Millican Survey, A-42, and the H&B Whitesides Survey, A-56, Brazos County, Texas, being more particularly described in the plat and field notes attached to that certain Designation of Unit for the Moore O.L. No. 1-H Well executed October 26, 1995, recorded 2470 OR 217, Brazos County, Texas, from the surface down to and including 100 feet below the base of the Georgetown Formation and limited to gas and gas rights as defined in said Designation.

O. LN OIL UNIT - Madison County, Texas
PURCHASER OIL: TEXON
JOA: 2/12/88
WI: .49370625
NRI: .37203827

Lease No. 1

Date: May 23, 1988

Recorded: Vol. 345, Page 529, Deed Records

Lessor: G.J. Osborne, Jr.

Lessee: Shield Petroleum, Incorporated

Description: 71.7 acres, more or less, in the Simon Jones Survey, A-18, Madison County, Texas

Lease No. 2

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Deputy

90-91-2

Date: May 23, 1988

Recorded: Vol. 345, Page 533, Deed Records

Lessor: Wallace Osborne

Lessee: Shield Petroleum, Incorporated

Description: 71.7 acres, more or less, in the Simon Jones Survey, A-18, Madison County, Texas

Lease No. 3

Date: May 23, 1988

Recorded: Volume 345, Page 537, Deed Records

Lessor: Lillian Nell Webb

Lessee: Shield Petroleum, Incorporated

Description: 71.7 acres, more or less, in the Simon Jones Survey, A-18, Madison County, Texas

Lease No. 4

Date: May 27, 1988

Recorded: Volume 345, Page 768, Deed Records

Lessor: Ellwood T. Barrett and N. Michael Hornsby

Lessee: Shield Petroleum, Incorporated

Description: 14.5 acres, more or less, in the Simon Jones Survey, A-18, Madison County, Texas

P. NEINAST NO 1-H UNIT - Washington County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 9/25/96
WI: .0644396

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nicole Ann Turner Deputy

NRI: .04726917

Lease No. 1

Date: September 5, 1980

Recorded: 389 DR 455

Lessor: Valeska Hoffman, et al.

Lessee: Clayton W. Williams, Jr.

Description: 199.92 acres (Unit Tract 1

Lease No. 2

Date: November 2, 1979

Recorded: 385 DR 556

Lessor: Viola Koehn

Lessee: Clayton W. Williams, Jr.

Description: 14.71 acres (Unit Tract 2)

Lease No. 3

Date: May 4, 1984

Recorded: 477 OR 614

Lessor: Joe T. Shelton, et al.

Lessee: Clayton W. Williams, Jr.

Description: 55.35 acres (Unit Tract 3)

Lease No. 4

Date: June 1, 1984

Recorded: 480 OR 90

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COUNTY OF BURLESON
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Anna L. Schielack
County Clerk
Burleson County, Texas

By Nicole Ann Turner Deputy

Lessor: Allen E. Neumann, et ux.

Lessee: Clayton W. Williams, Jr.

Description: 7.0 acres (Unite Tract 4)

Lease No. 5

Date: October 29, 1979

Recorded: 385 DR 191

Lessor: Florence E. Rau, et vir.

Lessee: Clayton W. Williams, Jr.

Description: 23.96 acres (Unit Tract 5)

Lease No. 6

Date: October 29, 1979

Recorded: 385 DR 101

Lessor: Mildred Neinast, et vir.

Lessee: Clayton W. Williams, Jr.

Description: 33.535 acres (Unit Tract 6)

Lease No. 7

Date: October 25, 1979

Recorded: 385 DR 99

Lessor: Harold W. Klingsporn

Lessee: Clayton W. Williams, Jr.

Description: 36.535 acres (Unit Tract 7)

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

Lease No. 8

Date: October 30, 1979

Recorded: 385 DR 194

Lessor: Herbert A. Wegner, et ux.

Lessee: Clayton W. Williams, Jr.

Description: 101.5 acres (Unit Tract 8); 35.35 acres (Unit Tract 15), and other lands.

Lease No. 9

Date: October 2, 1979

Recorded: 384 DR 340

Lessor: Cora Korth, et al.

Lessee: Clayton W. Williams, Jr.

Description: 90.082 acres (Unit Tract 9)

Lease No. 10

Date: September 18, 1996

Recorded: 838 OR 2

Lessor: Walter Korth, Jr., et ux.

Lessee: Shield Petroleum Incorporated

Description: 79.986 acres (Unit Tract 10)

Lease No. 11

Date: October 5, 1979

Recorded: 384 DR 345

Lessor: Ella Loesch

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nicolefann Turner Deputy

90.91.2

Lessee: Clayton W. Williams, Jr.

Description: 97 acres (Unit Tract 11)

Lease No. 12

Date: October 25, 1979

Recorded: 384 DR 75

Lessor: Marvin Spreen

Lessee: Clayton W. Williams, Jr.

Description: 29.21 acres (Unit Tract 12)

Lease No. 13

Date: September 25, 1979

Recorded: 384 DR 75

Lessor: Nora Spreen, et al.

Lessee: Clayton W. Williams, Jr.

Description: 13.06 acres (Unit Tract 13)

Lease No. 14

Date: September 25, 1979

Recorded: 384 DR 72

Lessor: Charles E. Spreen

Lessee: Clayton W. Williams, Jr.

Description: 39.93 acres (Unit Tract 14)

Lease No. 15

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

90.92

Date: September 25, 1979

Recorded: 384 DR 51

Lessor: Laverna Schiller

Lessee: Clayton W. Williams, Jr.

Description: 39.93 acres (Unit Tract 14)

INCLUDING, BUT NOT LIMITED TO 857.95 acres of land located within the Neinast No. 1-H Unit from 100 feet below the stratigraphic equivalent of the base of the Taylor Sand Formation, as identified in the Phasor Induction/SFL Gamma Ray Log, AP1 Serial No. 42-477-30695, as run in the Korth No. 1 Well located in the E. Gordon Survey, A-49, by Schlumberger for Hunt Oil Company, down to and including 100 feet below the stratigraphic equivalent of the base of the Austin Chalk Formation, as identified on said log, as further described in that certain Designation of Unit for the Neinast No. 1-H Unit dated December 12, 1997, from Shield Petroleum, Incorporated, and recorded in Vol. 878, Page 274, Official Public Records of Washington County, Texas.

Q. O'MALLEY NO. 1-H UNIT - Washington County, Texas
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 7/1/96
WI: .05393026
NRI: .04559917

1. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 322, from Milbirn Benner, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

2. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 324, from Paul Bolcerek, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

3. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 326, from Gerald S. Culver, Sr., et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

4. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 328, from Raymond Lee Gibbs, Jr., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

90-ST-2

5. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 330, from Alvin H. Hanath, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

6. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 332, from D. Keith Sanders, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

7. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 334, from James N. Ross, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

8. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 336, from Sean Aron McCord and Jentri Rae McCord, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

9. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 338, from Pat E. O'Malley, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

10. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 340, from E.P. O'Malley, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

11. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 342, from Glady E. Krinke and Gertrude Krinke, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

12. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 344, from Bennie H. Hanath, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

13. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 346, from Reuben C. Kelm, et ux., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

14. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 348, from Edward C. Kelm and Charlene Kelm, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

15. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 350, from Kathy Jones, as Lessor, to Shield Petroleum, Incorporated, as

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nicolette Turner Deputy

50-512

Lessee.

16. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 352, from Elwood Hanath, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

17. Oil and Gas Lease dated February 28, 1996, a Memorandum of which is recorded in Vol. 816, Page 354, from Louis C. Hanath, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

18. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 356, from Richard F. Hanath, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

19. Oil and Gas Lease dated March 1, 1996, a Memorandum of which is recorded in Vol. 816, Page 503, from N. Catherine Cominsky, Trustee for the Cominsky Family Trust, as Lessor, to Shield Petroleum, Incorporated, as Lessee.

20. Oil and Gas Lease dated February 29, 1996, a Memorandum of which is recorded in Vol. 816, Page 506, from George Hyde, et al., as Lessor, to Shield Petroleum, Incorporated, as Lessee.

INCLUDING, BUT NOT LIMITED TO 640.4488 acres out of the Elizabeth Gordan Survey, A-49, and the J. Clark Survey, A-27, Washington County, Texas, said 640.4488 acre tract being more particularly described in that certain Designation of Pooled Unit dated August 23, 1996, recorded in Vol. 835, Page 48. Reference is made to said Designation of Pooled Unit for a complete description of said 640.4488 acre tract.

R. GAUBATZ-FOJT UNIT - Burleson County, Texas
PURCHASER GAS: ETC
PURCHASER OIL: TEXON
JOA: 7/1/02
WI: .096
NRI: .07488

1. Oil and Gas Lease dated May 15, 2001, granted by Mrs. Willie Gaubatz, as Lessor, to Lometa Petroleum Corporation, as Lessee, covering 296.10 acres of land, situated out of the William McWilliams Survey, A-39, Burleson County, Texas, recorded in Vol. 546, Page 830, Official Public Records of Burleson County, Texas.

2. Oil and Gas Lease dated May 22, 2001, granted by Elsie Hull, as Lessor, to Lometa Petroleum Corporation, as Lessee, covering 502.5 acres of land, situated out of the William McWilliams Survey, A-39, Burleson County, Texas, recorded in Vol. 547, Page

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nicolette Ann Turner Deputy

90-512

829, Official Public Records of Burleson County, Texas.

3. Oil and Gas Lease dated May 20, 2001, granted by Albin A. Fojt, as Lessor, to Lometa Petroleum Corporation, as Lessee, covering 451.5 acres of land, situated out of the William McWilliams Survey, A-39, Burleson County, Texas, recorded in Vol. 547, Page 833, Official Public Records of Burleson County, Texas.

4. Oil and Gas Lease dated May 18, 2001, granted by Juanita F. Edwards Howell, as Lessor, to Lometa Petroleum Corporation, as Lessee, covering 502.5 acres of land, situated out of the William McWilliams Survey, A-39, Burleson County, Texas, recorded in Vol. 547, Page 837, Official Public Records of Burleson County, Texas.

INSOFAR AND ONLY INSOFAR as said oil and gas leases cover and include 798.6 acres of land situated within the William McWilliams Survey, A-39, Burleson County, Texas, and being the Crawford Energy Operating Company - Gaubatz-Fojt Unit No. 1, Burleson County, Texas.

S. HUTCHINGS ESTATE UNIT NO. 1-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 7/1/83
WI: .54625087
NRI: .41066181

1. Oil and Gas Lease dated November 9, 1983, from Texas Commerce Bank, N.A. and Gertrude E. Hutchings, Co-Trustees, as Lessor, to Clayton W. Williams, Jr., as Lessee, recorded in Vol. 460, Page 396, Deed Records of Washington County, Texas.

2. Oil and Gas Lease dated November 18, 1983, from C.L. Vickers, et ux., as Lessor, to Clayton W. Williams, Jr., as Lessee, recorded in Vol. 463, Page 210, Official Records of Washington County, Texas.

3. Oil and Gas Lease dated July 7, 1984, from Clarence Thomas (C.T.) Vickers, as Lessor, to Clayton W. Williams, Jr., as Lessee, recorded in Vol. 480, Page 353, Official Records of Washington County, Texas.

4. Oil and Gas Lease dated October 4, 1979, from C.L. Vickers, et al., as Lessor, to Trinity Resources, Inc., as Lessee, recorded in Vol. 386, Page 64, Official Records of Washington County, Texas.

5. Oil and Gas Lease dated February 9, 1995, from Mark David Myers, et ux., as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Vol. 774, Page 726, Official Records of Washington County, Texas.

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

50.5T.C

6. Oil and Gas Lease dated December 22, 1994, from Mark David Myers, et ux., as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Vol. 771, Page 76 (erroneously recited in the Deed of Trust to have been recorded in Vol. 463, Page 210), Official Records of Washington County, Texas.

7. Oil and Gas Lease dated February 23, 1984, from Susan Anderson Whiteford, et al., as Lessor, to Clayton W. Williams, Jr., as Lessee, recorded in Vol. 480, Page 77, Official Records of Washington County, Texas.

8. Oil and Gas Lease dated October 20, 1995, from The Whiteford Family Limited Partnership, et al., as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 805, Page 808, Official Records of Washington County, Texas.

9. Oil and Gas Lease dated June 28, 1995, from Michael Little, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 210, Official Records of Washington County, Texas.

10. Oil and Gas Lease dated July 10, 1995, from Robert J. Little, Jr., as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 212, Official Records of Washington County, Texas.

11. Oil and Gas Lease dated June 28, 1995, from Presley Little, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 206, Official Records of Washington County, Texas.

12. Oil and Gas Lease dated June 28, 1995, from Epstein Little, Jr., as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 208, Official Records of Washington County, Texas.

13. Oil and Gas Lease dated June 28, 1995, from T. Bertha White, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 188, Official Records of Washington County, Texas.

14. Oil and Gas Lease dated June 28, 1995, from Gloria Little, individually and as Independent Executrix, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 192, Official Records of Washington County, Texas.

15. Oil and Gas Lease dated July 10, 1995, from Bobbie Lee Hicks, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 198, Official Records of Washington County, Texas.

16. Oil and Gas Lease dated June 28, 1995, from Margaret Little, as Lessor, as Lessor, to

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

90-91-2

Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 204, Official Records of Washington County, Texas.

17. Oil and Gas Lease dated July 12, 1995, from Kwani Nicole Deaver, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 194, Official Records of Washington County, Texas.

18. Oil and Gas Lease dated June 28, 1995, from Deborah L. Price, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 795, Page 196, Official Records of Washington County, Texas.

19. Oil and Gas Lease dated July 13, 1995, from Melvin Rozan Deaver, as Lessor, to Seneca Resources Corporation, as Lessee, recorded in Vol. 799, Page 41, Official Records of Washington County, Texas.

INSOFAR AND ONLY INSOFAR as said leases cover 541.95 acres, more or less, out of the S. Clampit Survey, Abstract No. 26, and the T.S. Saul Survey, Abstract No. 97, in Washington County, Texas, as to all depths thereunder, and being the same lands described in Exhibit "B" attached to Designation of Unit dated December 11, 1995, executed by Seneca Resources Corporation, et al., recorded in Vol. 808, Page 618, Official Records of said county.

T. JESSE MOORE NO. 10-H GAS UNIT
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 6/1/80
JOA: 9/26/89
WI: .411487
NRI: .3545804

1. Oil and Gas Lease dated November 7, 1973, from Jesse B. Moore, as Lessor, to Jack B. Brogdon, as Lessee, recorded in Vol. 15, Page 164, Oil and Gas Lease Records of Burleson County, Texas.

2. Oil and Gas Lease dated March 28, 1979, from Jackie Havard, as Lessor, to Randy Shawell, as Lessee, recorded in Vol. 25, Page 874, Oil and Gas Records of Burleson County, Texas.

INSOFAR AND ONLY INSOFAR as said lands are included within the Seneca Resources Corp. Jesse Moore No. 10-H Gas Unit dated March 9, 1994, recorded in Burleson and Brazos Counties, Texas.

U. SCHULTE UNIT NO. 3-H
PURCHASER GAS: ETC

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nicole Ann Turner Deputy

50.51.2

PURCHASER OIL: GATEWAY
JOA: 7/1/83
WI: .6
NRI: .46693841

All those certain oil, gas and mineral leases covering lands located within the S. Clampitt Survey, A-26, and the J.D. Chance Survey, A-22, Washington County, Texas, and being further described in that certain Designation of Unit filed December 12, 1995, designating the Seneca Resources Corporation Schulte Unit No. 3-H, said designation of unit recorded in Vol. 808, Page 59, Official Public Records of Washington County, Texas.

V. LINDER NO. 1 AND NO. 2 WELLS
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 2/18/03 Wessendorff area JOA per letter agreement dated 5/19/04
WI: .75
NRI: .5775

1. Oil and Gas Lease dated February 23, 2004, from Beverly Spies, as Lessor, to Crawford Energy, Inc., as Lessee, recorded as Document No. 36080, Official Public Records of DeWitt County, Texas.

2. Oil and Gas Lease dated February 23, 2004, from Ray Linder Living Trust, as Lessor, to Crawford Energy, Inc., as Lessee, recorded as Document No. 36079, Official Public Records of DeWitt County, Texas.

Covering two tracts of land containing 189.8 acres situated out of the L. Dunbar Survey, A-17, DeWitt County, Texas.

W. KUESTER NO. 1 WELL
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 8/30/04
JOA: 2/18/03 Wessendorff area JOA per letter agreement dated 8/30/04
WI: .71
NRI: .53565

1. Oil and Gas Lease dated June 9, 2004, from Calvin B. Garrett, as Lessor, to Crawford Energy, Inc., as Lessee, covering 116.8 acres of land, situated out of the John R. Foster Survey, A-189, DeWitt County, Texas, recorded as Document No. 36436, Official Public Records of DeWitt County, Texas.

2. Oil and Gas Lease dated June 9, 2004, from Charlotte Kuester, as Lessor, to Crawford

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Mary Ann Turner Deputy

50.51.2

Energy, Inc., as Lessee, covering 137.79 acres of land, situated out of the John R. Foster Survey, A-189, and the John F. Kemper Survey, A-287, DeWitt County, Texas, recorded as Document No. 37393, Official Public Records of DeWitt County, Texas.

3. Oil and Gas Lease dated June 7, 2004, from Jewel Dowlarn, et al., as Lessor, to Crawford Energy, Inc., as Lessee, covering 41.082 acres of land, situated out of the John R. Foster Survey, A-189, and John F. Kemper Survey, A-287, DeWitt County, Texas, recorded as Document No. 37435, Official Public Records of DeWitt County, Texas.

4. Oil and Gas Lease dated June 21, 2004, from Dorothy M. Ricky, et al., as Lessor, to Crawford Energy, Inc., as Lessee, covering 117.2 acres of land, situated out of the Jesse E. Nash Survey, A-267, DeWitt County, Texas, recorded as Document No. 37609, Official Public Records of DeWitt County, Texas.

X. NATHO NO. 1 AND NO. 2 WELLS

PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 11/25/03
JOA: 2/18/03 Wessendorff area JOA per letter agreement dated 5/14/03
WI: .765
NRI: .57693749

1. Oil and Gas Lease dated February 18, 2003, from Thomas A. Natho and Jim P. Natho, as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 787, Page 825, Official Public Records of Karnes County, Texas.

2. Oil and Gas Lease dated February 19, 2003, from Ellis E. Lyons, Jr., as Lessor, to Crawford Energy, Inc., as Lessee, recorded in Vol. 785, Page 512, Official Public Records of Karnes County, Texas.

Said leases covering 250 acres of land, more or less, situated out of the Victor Blanco Grant, A-3, Karnes County, Texas.

Y. SMOLIK-SCHORRE NO. 1 WELL

PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 11/25/03
JOA: 2/18/03 Wessendorff area JOA per letter agreement dated 11/25/03
WI: .755
NRI: .56338739

1. Oil and Gas Lease dated February 5, 2003, from David Wayne Hackney, et al., as

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COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 785, Page 502, Official Public Records of Karnes County, Texas.

2. Oil and Gas Lease dated April 10, 2003, from Bobbye Lynn Thomas, et al., as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 787, Page 840, Official Public Records of Karnes County, Texas.

3. Oil and Gas Lease dated January 23, 2003, from Frieda Pargmann, as Lessor, to Crawford Energy, Inc., as Lessee, recorded in Vol. 786, Page 001, Official Public Records of Karnes County, Texas.

4. Oil and Gas Lease dated April 10, 2003, from Gail Reaser, as Lessor, to Crawford Energy, Inc., as Lessee, recorded in Vol. 787, Page 835, Official Public Records of Karnes County, Texas.

5. Oil and Gas Lease dated April 2, 2003, from Don S. Estill, as attorney-in-fact, et al., as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 789, Page 528, Official Public Records of Karnes County, Texas.

6. Oil and Gas Lease dated April 2, 2003, from Don B. Estill, et al., as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 789, Page 515, Official Public Records of Karnes County, Texas.

7. Oil and Gas Lease dated March 3, 2003, from John Smolik and wife, Joyce T. Smolik, as Lessors, to Crawford Energy, Inc., as Lessee, recorded in Vol. 786, Page 318, Official Public Records of Karnes County, Texas.

INSOFAR as said leases cover 230 acres of land, more or less, situated out of the C. Martinez Survey, A-6, Karnes County, Texas.

Z. <u>WESSENDORFF NO.'S 1,2,4,5 AND 6 (PUD)</u>
PURCHASER GAS: TEXON
PURCHASER OIL: TEXON
JOA: 2/18/03
WI: .775
NRI: .58125

1. Oil and Gas Lease dated March 17, 2003, from Joe C. Wessendorff and wife, Loise Wessendorff, as Lessors, to Crawford Energy, Inc., as Lessee, covering 82.19 acres of land, situated out of the Carlos Martinez 15 League Grant, A-6, recorded in Vol. 787, Page 493, Official Public Records of Karnes County, Texas.

2. Oil and Gas Lease dated January 7, 2003, from Joe C. Wessendorff and wife, Loise Wessendorff,

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

as Lessors, to Crawford Energy, Inc., as Lessee, covering 230 acres of land situated out of the Carlos Martinez 15 League Grant, A-6, recorded in Vol. 785, Page 151, Official Public Records of Karnes County, Texas.

Axxx

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

AA. MOORE ESTATE NO. 5-H
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 4/11/83
WI: .66558297
NRI: .51820066

1342.05 acres of land situated out of the James D. Millican Survey, A-41, being described in that certain Unit Designation filed October 30, 1995, recorded in Vol. 2468, Page 272, Official Public Records of Brazos County, Texas, as amended by Amendment to Unit Designation dated November 6, 1995, recorded in Vol. 2478, Page 310, Official Public Records of Brazos County, Texas.

BB. WALKER NO. 2-H WELL
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 6/23/80
WI: .61764706
NRI: .45852636

1165 acres of land situated out of the Andrew D. Houston Survey, A-133, and the Jose Maria Barrera Survey, A-68, Brazos County, Texas, and being that same land described in Mineral Deed dated January 14, 1932, from M.P. Walker, as Grantor, to D. Mike, as Grantee, recorded in Vol. 81, Page 242, Deed Records of Brazos County, Texas, SAVE AND EXCEPT (i) 17 acres situated out of the J.M. Barrera Survey, A-68, described in Mineral Deed from M.P. Walker, as Grantor, to D. Mike, as Grantee, dated January 14, 1932, recorded in Vol. 81, Page 242, Deed Records of Brazos County, Texas, being that land situated south of State Highway 6; and (ii) 3 acres, more or less, situated out of the J.M. Barrera Survey, A-68, Brazos County, Texas, and being that same land described in Deed dated July 7, 1931, from the Federal Trust Company, as Independent Executor and Trustee of the Estate of R.M. Little, to the State of Texas, recorded in Vol. 80, Page 532, Deed Records of Brazos County, Texas.

CC. WALKER NO. 3-H GAS UNIT
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 6/23/80
WI: .61764706
NRI: .46060942

312.77 acres of land, being that same land described in two tracts, to-wit:

(i) 140 acres of land situated out of the Andrew D. Houston Survey, A-133, Brazos

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

90.91.2

County, Texas, and being described as two tracts, to-wit:

Tract 1 - 100 acres of land, more or less, being that same land described in Warranty Deed dated April 14, 1921, from A.T. Lucas, as Grantor, to H.E. Smith, as Grantee, recorded in Vol. 54, Page 587, Deed Records of Brazos County, Texas; and 40 acres of land, more or less, situated out Andrew Houston Survey, A-133, and being that same land described in Deed dated April 14, 1921, from W.B. Griffin, as Grantor, to H.E. Smith, as Grantee, recorded in Vol. 54, Page 588, Deed Records of Brazos County, Texas;

Tract 2 - 13.37 acres, being a portion of the Sterrett D. Smith Survey, A-210, being that same land described as "Share C" in Judgment entered pursuant to Cause No. 15408, dated October 15, 1960, styled R.M. Dansby, et al. v. P.P. Prescott, et al.;

(ii) Tract 3 - 159.40 acres of land, more or less, situated out of the Andrew D. Houston Survey, A-133, bounded as follows:

Beginning at a point that is the Northeast corner of the "second Tract" in that certain Oil, Gas and Mineral Lease recorded in Volume 29, Page 525, Oil and Gas Records, Brazos County, Texas;

Thence, southerly along the East line of the Second Tract approximately 4,709 feet to the Southeast corner of the Second Tract;

Thence, westerly along the Southern line of the Second Tract 1,175 feet;

Thence, northerly and parallel to the East line of the Second Tract 500 feet to a point;

Thence, northwestern [sic] in a straight line to a point 600 feet South of the North line and 1,721 feet West of the East line of the Second Tract;

Thence, northerly and parallel with the East line of the Second Tract 600 feet to the North line of the Second Tract;

Thence, easterly along the North line of the Second Tract approximately 1,721 feet to the point of beginning, containing 159.40 acres, more or less.

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

30.51.2

DD. MABEL WILKIN NO. 7-H UNIT
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 4/11/83
WI: .66661036
NRI: .5366964

925.93 acres of land, more or less, situated out of the Philip Singleton Survey, A-56, and the James Fisher Survey, A-23, Burleson County, Texas, being that same land described in Designation of Unit filed March 21, 1997, recorded in Vol. 259, Page 301, Oil and Gas Records of Burleson County, Texas.

EE. HAGAN NO. 1 WELL
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 2/18/03 Wessendorff area JOA per letter agreement dated 9/23/04
WI: .76
NRI: .57

Oil and Gas Lease dated February 2, 2004, from Dolores Hagan and Kenneth Hagan, as Lessors, to Crawford Energy, Inc., as Lessee, covering 370 acres of land situated out of the Victor Blanco Four League Grant, A-3, and the D.C. Lyons Survey, A-382, and the W.W. Carter Survey, A-471, Karnes County, Texas, recorded in Vol. 799, Page 598, Official Public Records of Karnes County, Texas.

FF. MARTIN "B" WELL NO. 1
PURCHASER GAS: ETC
PURCHASER OIL: GATEWAY
JOA: 12/5/00 with Ed A. Smith
WI: .50
NRI: .37688331

1. Oil, Gas and Mineral Lease dated January 9, 2001, from Gladys Vickers Stillwell as Lessor, to R.E. Martin Oil Co., as Lessee, covering 97.0 acres of land, recorded in Vol. 982, Page 495, Official Records of Washington County, Texas.

2. Oil, Gas and Mineral Lease dated January 9, 2001, from Francis Maureen Vickers, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 97.0 acres of land, recorded in Vol. 982, Page 498, Official Records of Washington County, Texas.

3. Oil, Gas and Mineral Lease dated January 9, 2001, from Mary A. Logan Trust and/or Mary A. Logan Trust "B" Share, as Lessor, to R.E. Martin Oil Co., as Lessee, covering

STATE OF TEXAS
COUNTY OF BURLESON
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Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nicole Ann Turner Deputy

90-ST-6

97.0 acres of land, recorded in Vol. 982, Page 501, Official Records of Washington County, Texas.

4. Oil, Gas and Mineral Lease dated January 10, 2001, from Helen I. Pennington, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 504, Official Records of Washington County, Texas.

5. Oil, Gas and Mineral Lease dated January 10, 2001, from Robert William Lange, Sr., as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 507, Official Records of Washington County, Texas.

6. Oil, Gas and Mineral Lease dated January 10, 2001, from Gary Gene Lange, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 510, Official Records of Washington County, Texas.

7. Oil, Gas and Mineral Lease dated January 10, 2001, from Dee Ann Glaesmann, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 513, Official Records of Washington County, Texas.

8. Oil, Gas and Mineral Lease dated January 10, 2001, from Michael D. Formby, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 516, Official Records of Washington County, Texas.

9. Oil, Gas and Mineral Lease dated January 10, 2001, from Debra M. Nelson Griffith, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 519, Official Records of Washington County, Texas.

10. Oil, Gas and Mineral Lease dated January 10, 2001, from Don W. Toalson, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 522, Official Records of Washington County, Texas.

11. Oil, Gas and Mineral Lease dated January 10, 2001, from Patricia A. Cornelius, as Lessor, to R.E. Martin Oil Co., as Lessee, covering 149.895 acres of land, recorded in Vol. 982, Page 526, Official Records of Washington County, Texas.

12. Oil and Gas Lease dated January 5, 2001, from Whitford Family Limited Partnership, et al., as Lessor, to Crawford Energy, Inc., as Lessee, covering 717.151 acres of land, recorded in Vol. 986, Page 396, Official Records of Washington County, Texas.

INSOFAR as said leases are included within the Crawford Energy Operating Company – R. Martin "B" Well No. 1, 312.439 Acre Gas Unit, dated effective January 1, 2002, filed for record in Vol. 1031, Page 548, Official Public Records of Washington County, Texas.

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Violet Ann Turner Deputy

90.512

Doc	Bk	Vol	Pg
00000262	OR	651	502

Filed for Record in:
Burleson County

On: Jan 19,2005 at 10:43A

As an Official Public Records

Document Number: 00000262

Amount 130.00

Receipt Number - 37189
By,
Joy Brymer

STATE OF TEXAS COUNTY OF BURLESON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Burleson County
As stamped hereon by me.

Jan 19,2005

Honorable Anna L. Schielack
County Clerk

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 3-4-05

Anna L. Schielack
County Clerk
Burleson County, Texas

By Nicky Ann Turner Deputy

3.4.05

File No: MT095092 20-
Assignment
Date Filed: 3/24/05
Jerry E. Patterson, Commissioner
By

April 9, 2018

MF095092

State of Texas
Commissioner of the General Land Office
P.O. Box 12873
Austin, TX 78711-2873

Re:

STATE LEASE #	PROPERTY ALIAS	UNIT #
95092	R. Moore 1AH	2368
96403	R. Moore 1AH	2368
96580	R. Moore 1AH	2368
96288	Hutchings 1	2412
96404	M. Wilkins 7H	2581
96404	R. Moore 7H	3266
97059	R. Moore 7H	3266
102953	R. Moore 7H	3266

CRAWFORD HUGHES
ENERGY, LLC

770 South Post Oak Lane
Suite 520
Houston, Texas 77056
Fax: 713 / 626-9698
713 / 626-2637

Per instructions received by our office from Carl Bonn via email of April 6, 2018, we are resending this notice of assignment with the required information stipulated in Carl's email.

After the assignments have been completed we will furnish certified copies along with the required filing fee of $25 per lease.

CH&P Energy, LLC ("CH&P") is preparing to close the sale of certain oil and gas assets to Verdun Oil Exploration, LLC. (Verdun), and CH&P has determined that the above referenced lease, which is included in the sale, contains a notice of assignment provision. Therefore, pursuant to the terms and conditions of said lease, CH&P hereby issues a notice of assignment of its interest in certain formations and depths in the above referenced lease to Verdun, whose address is 55 Waugh Drive, Suite 400, Houston, TX 77007, as well as any prior assignments affecting the interest of CH&P.

Should you have any questions, please do not hesitate to contact me at 713-626-2637.

Sincerely,

Lynda W. Moczygemba

(21)

File No. MF095092

Notice of Alleg

Date Filed: 6-7-19

George P. Bush, Commissioner

By

4-30-19

VERDUN OIL & GAS LLC
945 BUNKER HILL, SUITE 1300
HOUSTON, TX 77024

VENDOR No. \ NAME	CHECK DATE	CHECK NUMBER	AMOUNT
22182 STATE OF TEXAS	**Nov 07, 2024**	**6000034647**	**$186.65**

Reference	Inv date	Invoice No.	Invoice Amt	Prior Pmt	Disc	Amount Paid
2411-AP-308	11/04/24	P2LAND_3241 1001_3	186.65	0.00		186.65

STATE OF TEXAS M-95092|1699/315/| 1/JAMES D MILLICAN ABST/ID# 41
Grantee BRAZOS COUNTY TEXAS ;|10/06/2024|10/06/2024|ONE TIME ONLY||

25701996

PAYEE: DETACH THIS STATEMENT BEFORE DEPOSITING

VERDUN OIL & GAS LLC
945 BUNKER HILL, SUITE 1300
HOUSTON, TX 77024

VENDOR No. \ NAME	CHECK DATE	CHECK NUMBER	AMOUNT
22182 STATE OF TEXAS	Nov 07, 2024	6000034647	$186.65

Reference	Inv date	Invoice No.	Invoice Amt	Prior Pmt	Disc	Amount Paid
2411-AP-308	11/04/24	P2LAND 3241 1001 3	186.65	0.00		186.65

STATE OF TEXAS M-95092|1699/315/| 1/JAMES D MILLICAN ABST/ID# 41
Grantee BRAZOS COUNTY TEXAS ;|10/06/2024|10/06/2024|ONE TIME ONLY||

25701996

PAYEE: DETACH THIS STATEMENT BEFORE DEPOSITING

VOID VOID VOID

VERDUN OIL COMPANY

945 Bunker Hill Suite 1300
Houston, Texas 77024
Phone: (713) 337-9300
www.verdunoilco.com

November 8, 2024

State of Texas General Land Office
1700 North Congress Ave
Austin, TX 78701

RE: Minimum Royalty Payment
State of Texas Lease No. M-95092
Verdun Lease# 0001098402-000
Brazos County, TX

State of Texas GLO:

In accordance with paragraph 4(I) of The State of Texas Oil and Gas Lease No. M-95092 dated October 6, 1992, hereby tenders check #6000034647 in the amount of $186.65, being the difference between the amount of royalties accrued or paid during such lease year and the minimum royalty as stipulated in Paragraph 4(I) of this lease.

Best Regards,

Jason Gabriel
Lease Analyst
jgabriel@verdunoilco.com

Enclosures

12-21-11

VERDUN OIL & GAS LLC
945 BUNKER HILL, SUITE 1300
HOUSTON, TX 77024

VENDOR No. \ NAME	CHECK DATE	CHECK NUMBER	AMOUNT
22182 STATE OF TEXAS	Nov 07, 2024	6000034647	$186.65

Reference	Inv date	Invoice No.	Invoice Amt	Prior Pmt	Disc	Amount Paid
2411-AP-308	11/04/24	P2LAND_3241 1001_3	186.65	0.00		186.65

STATE OF TEXAS M-95092|1699/315/| 1/JAMES D MILLICAN ABST/ID# 41
Grantee BRAZOS COUNTY TEXAS ;|10/06/2024|10/06/2024|ONE TIME ONLY||

RECEIPT
PLEASE SIGN, DATE and RETURN
By: _____
Date: _____

PAYEE: DETACH THIS STATEMENT BEFORE DEPOSITING

VERDUN OIL & GAS LLC
945 BUNKER HILL, SUITE 1300
HOUSTON, TX 77024

BANK OF TEXAS NA Check No. **6000034647**
32-1432/1110

EXACTLY $186dols65cts
One hundred eighty-six dollars and 65 cents

VOID AFTER 180 DAYS

DATE	PAY EXACTLY
Nov 07, 2024	$186.65

FILE COPY

PAY TO THE ORDER OF
STATE OF TEXAS
THE GENERAL LAND OFFICE
1700 NORTH CONGRESS AVE
AUSTIN, TX 78701

Authorized Signature

42.21.11

⑈6000034647⑈ [redacted]

(22)

File No. M-095092

County

Min. Royalty

Date Filed: 11/22/24

Commissioner Dawn Buckingham, M.D.

By: AC

VERDUN OIL & GAS LLC
945 BUNKER HILL, SUITE 1300
HOUSTON, TX 77024

VENDOR No. \ NAME	CHECK DATE	CHECK NUMBER	AMOUNT
22182 STATE OF TEXAS	Oct 15, 2025	6000052619	$186.65

Reference	Inv date	Invoice No.	Invoice Amt	Prior Pmt	Disc	Amount Paid
2510-AP-967	10/09/25	P2LAND_3251 0001_1	186.65	0.00		186.65

STATE OF TEXAS M-95092|1699/315/| 1/JAMES D MILLICAN ABST/ID# 41
Grantee BRAZOS COUNTY TEXAS ;|10/06/2025|10/06/2025|ONE TIME ONLY||
0001098402-000 - STATE OF TEXAS M-95092 MINIMUM ROYALTY PAYMENT
(ROBERT MOORE 1AH UNIT)

26701155

PAYEE: DETACH THIS STATEMENT BEFORE DEPOSITING

VERDUN OIL & GAS LLC
945 BUNKER HILL, SUITE 1300
HOUSTON, TX 77024

BANK OF TEXAS NA Check No. **6000052619**
32-1432/1110

26701155

VOID AFTER 180 DAYS

DATE	PAY EXACTLY
Oct 15, 2025	$186.65

EXACTLY $186dols65cts
One hundred eighty-six dollars and 65 cents

PAY TO THE ORDER OF
STATE OF TEXAS
THE GENERAL LAND OFFICE
1700 NORTH CONGRESS AVE
AUSTIN, TX 78701

Authorized Signature

122 [redacted]

VERDUN OIL COMPANY

945 Bunker Hill Suite 1300
Houston, Texas 77024
Phone: (713) 337-9300
www.verdunoilco.com

October 16, 2025

State of Texas
The General Land Office
1700 North Congress Ave
Austin, TX 78701

RE: **Minimum Royalty Payment**
Brazos County, Texas

General Land Office:

Pursuant to section 4(I) of State of Texas Oil and Gas Lease No. M-95092, Verdun submits the attached payment for the period October 2024 through October 2025.

Best Regards,

Jason Gabriel
Lease Analyst

USPS # 7016 3010 0000 1157 2587

25·15·01

File No. MF095092

County

Min Ray Payment

Date Filed: 10/27/2025

Commissioner Dawn Buckingham, M.D.

By: VB