Unit #
2647
2648
2649
2343 Termn eff 11-1-06

MF095404

TERMINATED
Cessation of Production
Date 12-1-06
Leasing CZB
Maps/GIS
Do Not Terminate

State Lease	*Control*	*Base File*	*County*
MF095404	01-002809		BRAZOS
MF095404	01-002818		GRIMES

Survey	NAVASOTA RIVER
Block	
Block Name	
Township	
Section/Tract	
Land Part	
Part Description	
Acres	95

Depth Below	*Depth Above*	*Depth Other*
0	0	

Name	UNION PACIFIC RESOURCES
Lease Date	10/19/1993
Primary Term	3 yrs
Bonus ($)	$7,125.00
Rental ($)	$5.00
Lease Royalty	0.2000

*Leasing:*_____
*Analyst:*_____
*Maps:*_____
*GIS:*_____

-M
F
F291604
UNION PACIFIC RESOURCES

* SEE UNIT LOG IN FILE #31

STATE LEASE – RIVERS M-95404

COUNTY (CODE)	BRAZOS (21) GRIMES (93)
SURVEY	NAVASOTA RIVER
BLOCK	N/A
TOWNSHIP	N/A
SECTION (S)	TRACT 4-A
PART	N/A
ACRES	~~95~~ APPROX. ~~80~~ 64.56
DEPTH LIMITS	N/A
BASE FILE (S)	N/A
CONTROL NO. (S)	01-00280-9
CONTROL NO. (S)	01-00281-8

LESSEE	UNION PACIFIC RESOURCES CO.
DATE	10-19-93
PRIMARY TERM	THREE (3) YEARS
BONUS	$ 7,125.00
ROYALTY	1/4
RENTAL	$ 5.00
VARIABLE ROYALTY	YES

RENTALS	LL
LEASE ADMIN.	MICK
MINERAL MAPS	

LL
Partial Release

CONTENTS OF FILE NO. 095404

1. BID FORM 10-5-93	24. Completion Rpts (Myers) Well #1
2. LEASE 10-19-93	E-LOG Well #1 (Myers)
3. TRANSMITTAL LETTER 11-8-93 MICK	25. Pooling Committee Rpt
4 Ltr + Rpmt (fee) 1-22-94	26. Pooling Agreement (Permanent - Moon)
5 Partial Release 1-22 94	27. Compl. Rpts Well #1 (Moon)
6. Division Order JUN 21 1994	(27-A) E-LOG Well #1 (Moon) D.O. 11-8-1996
7. Rental on Unit Acres 9-394	28. Rental Rpmt 9-7-95 2-7-97
8. Pooling Committee Rpt 10-27-94	29. Pooling Committee Rpt + Pooling Agreement 10-21-97
9. Pooling Agreement (Birchridge-Aiken) "	30 Completion Rpt well #1 2-4-98
10. Compl. Reports Well # 1 "	31 UNIT LOG #2649
E-LOG Well # 1	32 ABSHIRE UNIT - Also #12 + #13 - stapled together
11. Division Order DEC 12 1994	33 BIRCHRIDGE UNIT - Also #8 + #9 stapled together
12. Pooling Committee Rpt 2-21-95	34. Bill Ltr. to Anadarko 2/3/04
13. Pooling Agreement (Apshire) "	35. (2) Division Orders 3/9/07
14. Compl. Report well # 1 "	36. Unit 2250 Note
E-LOG well # 1	37. DIVISION ORDER 3/26/09
15. Pooling Committee Rpt 3-2-95	38. email from Mia 10-3-11
16. Pooling Agreement (Temporary - 6mo. - Magi Unit #1) "	39 T. Worksheet 10-3-12
17. Appl. to Drill well # 1 "	scanned SM 3/12/15
18. Pooling Committee Rpt "	(See MF094821 #24, Assn #10872
19. Pooling Agreement (Temporary - 6mo. - Myers Cattle Unit) "	EnerVest to Magnolia 7-26-19)
20. Appl. to Drill well # 1 "	scanned pf 8-7-2019
21. Division Order JUN 06 1995	(See MF094821 #25 Assn #10878
22. Pooling Committee Rpt (Permanent - Myers)	EV Prop to Harvest 8-12-19
23. Pooling Agreement (Permanent - Myers)	scanned pf 8-16-2019

See item #33

See item #32

GLO-S-08-(1-82)

Texas General Land Office
Garry Mauro, Commissioner

95404

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

OCTOBER 5, 1993
MINERAL LEASE BID APPLICATION

Texas General Land Office ED - CA-040(8-93)

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 (type/print)

Name Union Pacific Resources Company ✓ 18101

Address P. O. Box 7

City Ft. Worth State TX Zip 76101-0007

Telephone (817) 877-7234

AREA DESCRIPTION

County(ies) Brazos & Grimes Survey/Area Navasota River

Block/Tsp. _____ (If Applicable) Section/Tract 4-A (If Applicable) Acres 95.00

94006305

BID SUBMISSION

(A) Cash Bonus Enclosed ($) 7125.00 (type/print amount below)

seven thousand one hundred twenty five dollars

94006306

(B) Sales Fee Attached ($) 106.88 (type/print amount below)

one hundred six dollars and eighty eight cents

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. 7

APPLICANT (same as above) Union Pacific Resources Co.

BONUS AMOUNT ONLY (A) (Do Not include sales fee) ($) 7125.00 ✓

APPLICANT TAX I.D. # [redacted]

SIGNATURE OF AGENT (type print below)

Virginia Markley

Virginia Markley

BID FORM M-95404 (1.)
10-5-93 - MICK

Lease Form
Revised 10/93
G - I/II

The State of Texas

Austin, Texas

OIL AND GAS LEASE
NO. M-95404

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 4-A, NAVASOTA RIVER, BRAZOS & GRIMES COUNTIES, TEXAS, CONTAINING APPROXIMATELY 95 ACRES IS BOUND ON THE NORTH BY AN EASTERLY EXTENSION OF THE NORTH LINE OF THE STERRITT D. SMITH SURVEY, A-210, AND IS BOUND ON THE SOUTH BY A NORTHEASTERLY EXTENSION OF THE NORTHWEST LINE OF THE I. R. MITCHELL SURVEY, A-166, BOTH SURVEYS BEING LOCATED IN BRAZOS COUNTY, TEXAS,

was, after being duly advertised, offered for lease on the **5th** day of **October, 1993,** 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 **19th** day of **October, 1993,** and it was found and determined that **Union Pacific Resources Company** whose address is **P.O. Box 7, Ft. Worth, TX 76101-0007** 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 **Seven Thousand One Hundred Twenty-five and No/100** Dollars (**$7,125.00**), 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 during the primary term hereof and 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 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 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:** If, after the expiration of the primary term, production of oil or gas from the leased premises, after once obtained, should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation, and this lease shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. If such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect for so long as oil or gas is produced from the leased premises in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, the lease will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this lease shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.

11. **SHUT-IN ROYALTIES:** For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If at any time after the expiration of the primary term of a lease that, until being shut in, was being maintained in force and effect, a well capable of producing oil or gas in paying quantities is located on the leased premises, but oil or gas is not being produced for lack of suitable production facilities or a suitable market, 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. To be effective, each initial 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 following 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 more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year. 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 maintain 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. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well 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 following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises; 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 the Commissioner's written approval, the payment of compensatory royalties shall satisfy the obligation to drill offset wells.

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 **19th** day of **October, 1993.**

Garry Mauro

COMMISSIONER OF THE GENERAL LAND OFFICE
OF THE STATE OF TEXAS

APPROVED

Legal
Geology
Executive

OIL AND GAS LEASE NO. 95404 (2.

DATE 10-19-93 BY MICK

Texas General Land Office
Garry Mauro, Commissioner

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

November 8, 1993

Ms. Virginia Markley
Union Pacific Resources Company
P.O. Box 7
Ft. Worth, TX 76101-0007

Gentlemen:

Thank you for your participation in the State of Texas Oil and Gas Lease Sale held on the 5th day of October, 1993. 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. 7 M-95404

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 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

Printed on recycled paper with soybean ink

M-95404 (3.)

SEND INQUIRIES TO P.O BOX 2995
FORT WORTH, TEXAS 76113-2995

VENDOR NO. 10-000-3566510 U P RESOURCES CO CHECK NO. 05547083

VOUCHER NUMBER	INVOICE NUMBER	PURCHASE ORDER	INVOICE DATE	AMOUNT	DISCOUNT	NET AMOUNT
104269 3308 L	CR3566510A94 KAUFFMAN		01-19-94	25.00	.00	25.00 94028239
				170 126		
		TOTALS		25.00	.00	25.00

FS-111 (08-93)

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

January 21, 1994

Texas General Land Office
Stephen F. Austin Building
1700 N. Congress Avenue
Austin, Texas 78701-1495

Attention: Ms. Laura Leal

RE: Partial Release
State of Texas M-95404
Navasota River
Brazos & Grimes Counties, Texas

Dear Ms. Leal:

Enclosed for your records please find a copy of the recorded Partial Release for State Lease M-95404 along with the filing fee of $25.00.

Please call me at (817) 877-7234 if you have any questions.

Sincerely,
UNION PACIFIC RESOURCES COMPANY

Ginny Markley

Ginny Markley
Landman

Union Pacific Resources Company
P.O. Box 7
Fort Worth, Texas 76101-0007
817 / 877-6000
TWX 910 893 5024
Telex 758-447

RECEIVED
JAN 25 1994
ENERGY RESOURCES

m-95404 Ltr + fee (1)
1.22.94

1:52 PM

VOL 728 PAGE 398

535883

122786 PARTIAL RELEASE OF OIL AND GAS LEASE

STATE OF TEXAS

93 OCT 22 AM 11:07

COUNTIES OF BRAZOS AND GRIMES

BRAZOS COUNTY COURTHOUSE
BRYAN, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

That UNION PACIFIC RESOURCES COMPANY for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby release, relinquish, and surrender all of its right, title, and interest in and to a certain Oil and Gas Lease, State of Texas Lease M-95404, made and entered into by and between Gary Mauro, Commissioner of the General Land Office of the State of Texas, as Lessor, and Union Pacific Resources Company, as Lessee, dated the 5th day of October, 1993, INSOFAR and ONLY INSOFAR as said Lease covers and affects the following described land in Brazos and Grimes Counties, Texas, to-wit:

> that certain portion of the Navasota River, Tract 4A, bounded on the north by the easterly extension of the north line of the Sterritt D. Smith Survey, A-210, and is bounded on the south by the easterly extension of the south line of the Sterritt D. Smith Survey, A-210, said survey being located in Brazos County, Texas.

IN WITNESS WHEREOF, the undersigned has signed this instrument on this 20th day of October, 1993.

UNION PACIFIC RESOURCES COMPANY

By: Carolyn J. David
Its: Attorney-in-Fact

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on October 20th, 1993, by Carolyn J. David, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.

Leigh M. Kauffman
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/11/95

Leigh M Kauffman
Signature

Name (Print)
My commission expires

Brazos Co.

VOL 1941 PAGE 182

VOL 728 PAGE 399

pd #10
00000122786

FILED FOR RECORD AT

'93 NOV 12 AM 11 07

COUNTY CLERK,
GRIMES COUNTY, TEXAS

DEPUTY

STATE OF TEXAS COUNTY OF GRIMES

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 real property records of Grimes County, Texas as stamped hereon by me.

NOV 12 1993

COUNTY COURT OF GRIMES COUNTY TEXAS

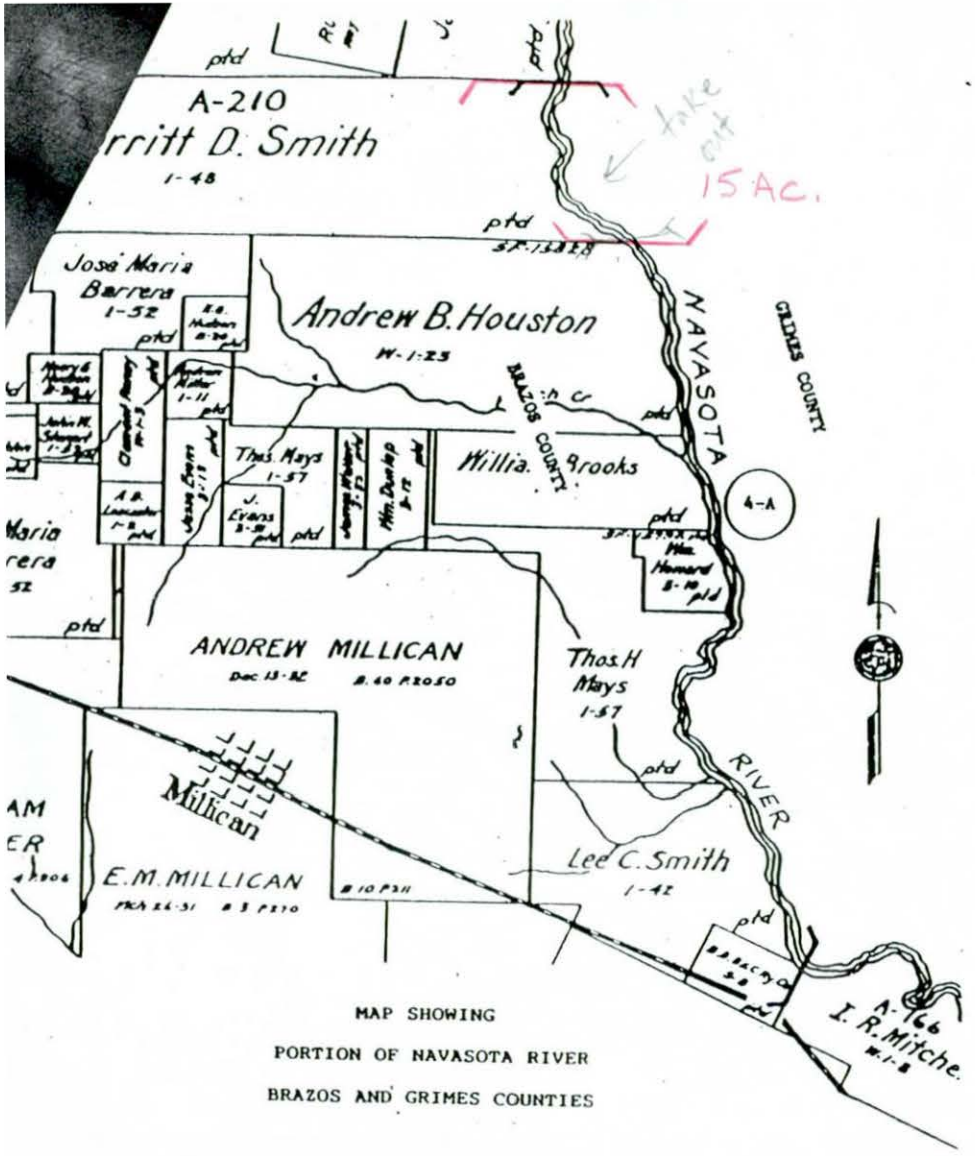
David Pasket

COUNTY CLERK, GRIMES COUNTY, TEXAS

RECORDER'S MEMORANDUM:

AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED

Return to
Pan Texas



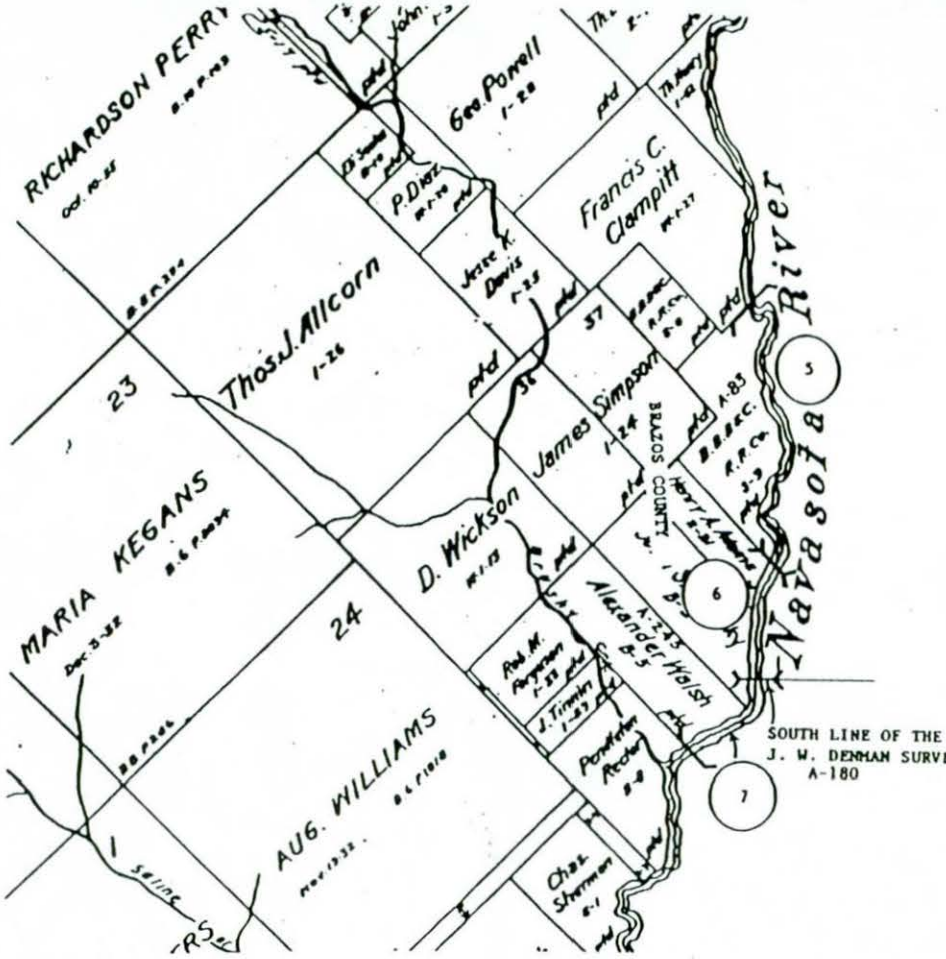
MAP SHOWING

PORTION OF NAVASOTA RIVER

BRAZOS AND GRIMES COUNTIES

TR. 4-A . . . . . 95 AC. APPROX.

MAP NO. 1



MAP SHOWING

PORTION OF BRAZOS RIVER

BRAZOS AND GRIMES COUNTIES

TR. 5 . . . . . 40 AC. APPROX.
TR. 6 . . . . . 20 AC. APPROX.
TR. 7 . . . . . 15 AC. APPROX.

MAP NO. 2

GRIMES COUNTY

257
260

PVT

B

4-A

G

RVT

Texas General Land Office
Garry Mauro, Commissioner

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

June 21, 1994

Union Pacific Resources Company
Attn: Division Order Section
P. O. Box 2993
Fort Worth, Texas 76113-2993

Re: Mineral File No. M-95404

Dear Sir or Madam:

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) 475-1527.

Sincerely,

Eugene H. Moore, Jr.

Eugene H. Moore, Jr.
Accounts Examiner
Royalty and Revenue Processing
Energy Resources

EHM:mrg

Enclosures

Printed on recycled paper with soybean ink

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

95404 122

DATE: 06/07/94

DIVISION ORDER

ME

PROPERTY NUMBER: 010316 PRODUCT(S): GAS
F

PROPERTY NAME: BIRCHRIDGE-ALLEN UNIT #1 COUNTY/PARISH: BRAZOS

OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS

LEGAL DESCRIPTION: 912 AC UNIT IN A.D. HOUSTON SUR A-133 AND W. BROOK & A.G. PERRY SUR A-73

STATE OF TEXAS 005772101001
% COMMISSION GEN. LAND OFFICE
1700 N CONGRESS AVENUE
STEPHEN F. AUSTIN BLDG. 200
AUSTIN TX 78701

IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT. FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993. THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF MARCH 1994.

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

[redacted]

SOCIAL SECURITY OR TAX ID #

SIGNATURE OF WITNESS #2

NEW ADDRESS (IF CHANGED)

OWNER NUMBER	DOI/ID	OWNER NAME	INTEREST TYPE	INTEREST PAID BY UPRC
0057721 01	001	STATE OF TEXAS	RI	0.002629

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

UNION PACIFIC RESOURCES COMPANY

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

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

DATE: 06/07/94

DIVISION ORDER

ME

PROPERTY NUMBER: 010316 PRODUCT(S): GAS
F

PROPERTY NAME: BIRCHRIDGE-ALLEN UNIT #1 COUNTY/PARISH: BRAZOS

OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS

LEGAL DESCRIPTION: 912 AC UNIT IN A.D. HOUSTON SUR A-133 AND W. BROOK & A.G. PERRY SUR A-73

STATE OF TEXAS 005772101001
% COMMISSION GEN. LAND OFFICE
1700 N CONGRESS AVENUE
STEPHEN F. AUSTIN BLDG. 200
AUSTIN TX 78701

THIS IS YOUR COPY. PLEASE RETAIN FOR YOUR RECORDS.
IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT. FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993. THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF MARCH 1994.

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

[redacted]
SOCIAL SECURITY OR TAX ID #

SIGNATURE OF WITNESS #2

NEW ADDRESS (IF CHANGED)

OWNER NUMBER	DOI/ID	OWNER NAME	INTEREST TYPE	INTEREST PAID BY UPRC
0057721 01	001	STATE OF TEXAS	RI	0.002629
2343022 01	001	KNOX T. WILLIAM III	RI	0.006083
2343034 01	001	ROGER SLOAN WILLIAMS	RI	0.012166
2343046 01	001	MILLICAN, LAND & ROYALTY TRUST	RI	0.004562
2343058 01	001	FLETCHER L POOL	RI	0.001521
2343060 01	001	BIRCHRIDGE, ASSOCIATION/INC	RI	0.071091

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

UNION PACIFIC RESOURCES COMPANY

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

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2343072 01	001	SOUTHWEST, LEASE/& ROYALTY CO.	RI	0.001900
2343084 01	001	LINDA BRAMLETT HUGHES	RI	0.035561
2343096 01	001	ALTA ALLEN WILSON	RI	0.064548
2343103 01	001	PAUL WAYNE DUGGER	RI	0.000149
2343115 01	001	WILLIAM B ANDERSON	RI	0.000194
2343127 01	001	LINDA DUGGER TALLEY	RI	0.000083
1536001 01	001	UNION PACIFIC RESOURCES CO.	WI	0.280000
1536001 01	002	UNION PACIFIC RESOURCES CO.	WI	0.042415
2166491 01	001	TORCH ENERGY ASSOCIATES	WI	0.053762
2231187 01	001	NUEVO ENERGY COMPANY	WI	0.107445
3572849 01	001	SINCLAIR OIL CORPORATION	WI	0.315891

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

UNION PACIFIC RESOURCES COMPANY

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

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

TO ALL INTEREST OWNERS:

- Enclosed please find two copies of the Division Order(s) or Transfer Order(s). Please return one fully executed copy to the following address. **KEEP ONE COPY FOR YOUR RECORDS.**

UNION PACIFIC RESOURCES COMPANY
P. O. Box 2993, Mail Station 3110
Fort Worth, Texas 76113-2993
Fax #(817) 877-7486
Voicemail #(817) 877-6369

- Sign exactly as shown on the Division Order or Transfer Order. Signatures must be witnessed by two people. If joint ownership, all owners must sign.

- Signatures by Agents, Attorneys-in-Fact, Guardians, or Trustees must be verified by attaching evidence of the rights vested in the signatory party.

- Include the correct Social Security Number or Tax Identification Number in the space provided below your signature. Federal income tax law states 31% of proceeds must be withheld if not provided.

- If you have any questions and do not know your area representative, leave a message at this **VOICEMAIL** number (817) 877-6369. Our goal is to return your call within 48 hours. Please provide the following information which will assist us in serving you:

  1) Owner number
  2) County and state where well is located
  3) Well name and/or property number
  4) Telephone number with AREA CODE
  5) Reason for the call

- **Address Changes** must be submitted in writing to the above address. Provide your owner number, social security number, old address, new address and telephone number.

- **Name/Ownership Changes** must be submitted in writing to the above address. Please include proper documentation confirming the changes such as a: Marriage Certificate, Divorce Decree, Certificate of Merger, Deed, Will, Assignment, etc. **NOTE:** Documents which convey interest must be recorded in the county in which the property is located prior to sending them to our office.

- **Settlement Check/Stop Payment** requests must be submitted in writing to the address below. Please wait ten (10) working days before submitting request. Include owner number and date of check. **NOTE:** Funds will be replaced during our regular settlement cycle within the next 6 to 8 weeks.

Union Pacific Resources Company
Attn: Stop Payment
P.O. Box 7, MS 2605
Fort Worth, TX 76101-0007

-KEEP THIS INFORMATION FOR FUTURE REFERENCE-

PRINTED ON RECYCLED PAPER

HOW TO READ YOUR CHECK ATTACHMENT

To help you understand the essential information which accompanies your check, we are providing a sample check stub. Please keep this as a permanent part of your records.

PRODUCT CODE
100...CRUDE OIL
120...CONDENSATE
200...GAS
210...CASINGHEAD GAS
300...GAS LIQUID PRODUCTS
410...SULPHUR
500...HELIUM/OTHER

UNION PACIFIC RESOURCES COMPANY
SETTLEMENT STATEMENT
P.O. BOX 2993 MS 3110
FT. WORTH, TX 76113-2993
VOICE MAIL (817) 877-6369
FAX (817) 877-7486

-RETAIN THIS STATEMENT-
FOR TAX PURPOSES
DUPLICATES CANNOT BE FURNISHED

INTEREST TYPE
PP...PRODUCTION PAYMENT
OR...OVERRIDING ROYALTY
RI... ROYALTY INTEREST
SO...SURFACE OWNER
TP...TOTAL PRODUCTION
WI...WORKING INTEREST

ADJUSTMENT CODE
A...PRODUCTION TAX
C...OTHER

PLEASE CASH YOUR CHECK WITHIN THE ALLOTTED 180 DAYS TIME PERIOD. ALL CHECKS WILL BE VOID AFTER THAT DATE.

OWNER NAME TAX I.D. NO.: 99-9999999

1 PROPERTY NUMBER	2 PROD. DATE	3 PROD. CODE	4 INT. TYP	5 OWNER DECIMAL	6 COMPUTED DECIMAL	7 QUANTITY	8 PRICE	9 GROSS VALUE	10 TAXES/ ADJUSTMENT	11 ADJ. CODE	12 NET VALUE PROPERTY	13 NET VALUE OWNER
012345		MC	GRUDER-ANDERSON #1			COUNTY:	BRAZOS		STATE: TEXAS			
PROPERTY	08/93	100				176.93	16.13700	2,855.12	132.22-		2,722.90	
OWNER	08/93	100	WI	0.053333	0.053333	9.44		152.27	7.05-	A		145.22
023458		MC	GRUDER-ANDERSON #2			COUNTY:	BRAZOS		STATE: TEXAS			
PROPERTY	08/93	100				25,599.91	16.13700	413,105.77	19,130.88-		393,974.89	
OWNER	08/93	100	OR	0.001836	0.001836	47.00		758.46	35.13-	A		723.33
PROPERTY	06/93	100				11,011.86-	17.25800	190,042.69-	8,797.02-		181,245.67-	
OWNER	06/93	100	OR	0.001836	0.001836	20.22-		348.94-	16.15	A		332.79
14						15				16 PAGE TOTAL		535.76
OWNER NUMBER 1234567-01					CHECK NUMBER 03666841		DATE 09/25/93		PAGE 001	CHECK AMOUNT		535.76
										17		

1 The **PROPERTY NUMBER** is used to identify the oil and/or gas producing property. This number is referenced on your Division Order.

2 The **PRODUCTION DATE** is the month and year in which the oil or gas was sold.

3 The **PRODUCT CODE** is the three digit code used to identify the product which was sold. Please refer to the PRODUCT CODE legend in the upper left-hand corner of the check stub.

4 The **INTEREST TYPE** shows the type of interest you own. Please refer to the INTEREST TYPE legend in the upper right-hand corner of the check stub.

5 The **OWNER DECIMAL** column reflects your share of the proceeds from sales for which UPRC is responsible. This interest is also reflected on your Division Order.

6 The **COMPUTED DECIMAL INTEREST** column reflects your share of proceeds received by UPRC. (If UPRC receives less than 100% of production, this figure may be an inflation of your actual decimal interest).

7 The **QUANTITY** is the gross volume shown in barrels, tons, or MCF (Thousand Cubic Feet) which was sold from the property. The figure shown immediately below is determined by multiplying your Computed Decimal by the total property level Quantity.

8 The **PRICE** is calculated by dividing the total Gross Value by the Quantity. The Price may be omitted on certain adjustments.

9 The **GROSS VALUE** is the total value of sales for each product delivered. The figure shown immediately below is determined by multiplying your Computed Decimal by the property level Gross Value.

10 The **TAXES/ADJUSTMENT** column is used to show state severance or other production taxes which were paid as required. The figure shown immediately below is your proportionate share of these taxes. This column will also be used to reflect any manual adjustments made to your account.

11 The **ADJUSTMENT CODE** is a one digit code identifying the type of adjustment made. Please refer to the ADJUSTMENT CODE legend in the upper right-hand corner of the check stub.

12 The **NET VALUE PROPERTY** shows the value of the total sales for the property after state tax deductions.

13 The **NET VALUE OWNER** shows the amount payable to you and is determined by multiplying your Computed Decimal by the property level Net Value in the previous column.

14 Your **OWNER NUMBER** is uniquely assigned to you and should be included when corresponding with UPRC.

15 The **CHECK NUMBER** and **CHECK DATE** of this payment are shown on the bottom of the check stub.

16 The **PAGE TOTAL** reflects the total value of the Owner Net Value lines on each page of your check stub. If there is more than one page of detail, each page total should be added to arrive at the total check amount.

17 The **CHECK AMOUNT** is the total of the page totals on your check stub.

18 A minus sign (''–'') following any amount means a deduction. A deduction normally reflects applicable taxes or a prior month adjustment.

ADDITIONAL INFORMATION CONCERNING YOUR CHECK

SMALL PAYMENTS AND NEGATIVE BALANCES - Small payments will be accumulated until the amount exceeds $25. In November of each year, however, we pay all accumulated balances greater than two dollars. Should an overpayment be made to you, future proceeds may be held and applied towards the negative balance created by the overpayment.

NO SALES - Payments are made only for those months in which the property has sales. If, in a particular month, there are no sales for any properties in which you own an interest, no proceeds will be applied to your account for that month. No notification will be sent if a check is not mailed.

PAYMENTS FROM SUSPENSE - Occasionally, payments are held because of a notice of a transfer in the interest, an incorrect address, etc. If this happens, payments due you will be accumulated and released when the matter is resolved.

TAXES - Most states levy a severance or production tax on revenues from oil and gas sales. This tax is calculated in accordance with each states' law and is deducted from your payments.

INCOME TAX INFORMATION - An IRS Form 1099–MISC will be furnished to you by January 31st of each year if you received over $10 in royalty income or $600 in working interest income during the previous year.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

DATE: 05/17/94

DIVISION ORDER

VGS

PROPERTY NUMBER: 010316 PRODUCT(S):CONDENSATE
B
PROPERTY NAME: BIRCHRIDGE-ALLEN UNIT #1 COUNTY/PARISH: BRAZOS

OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS

LEGAL DESCRIPTION: 912 AC UNIT IN A.D. HOUSTON SUR A-133 AND W. BROOK & A.G. PERRY SUR A-73

STATE OF TEXAS 005772101001
% COMMISSION GEN. LAND OFFICE
1700 N CONGRESS AVENUE
STEPHEN F. AUSTIN BLDG. 120
AUSTIN TX 78701

IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT. FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993. THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF MARCH 1994.

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

[redacted]

SOCIAL SECURITY OR TAX ID #

SIGNATURE OF WITNESS #2

NEW ADDRESS (IF CHANGED)

OWNER NUMBER	DOI/ID	OWNER NAME	INTEREST TYPE	INTEREST PAID BY UPRC
0057721 01	001	STATE OF TEXAS	RI	0.002629

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

UNION PACIFIC RESOURCES COMPANY

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

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

DIVISION ORDER

DATE: 05/17/94

VGS

PROPERTY NUMBER: 010316 PRODUCT(S):CONDENSATE
B
PROPERTY NAME: BIRCHRIDGE-ALLEN UNIT #1 COUNTY/PARISH: BRAZOS

OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS

LEGAL DESCRIPTION: 912 AC UNIT IN A.D. HOUSTON SUR A-133 AND W. BROOK & A.G. PERRY SUR A-73

STATE OF TEXAS 005772101001
% COMMISSION GEN. LAND OFFICE
1700 N CONGRESS AVENUE
STEPHEN F. AUSTIN BLDG. 120
AUSTIN TX 78701

THIS IS YOUR COPY. PLEASE RETAIN FOR YOUR RECORDS.
IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT. FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993. THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF MARCH 1994.

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

[redacted]

SOCIAL SECURITY OR TAX ID #

SIGNATURE OF WITNESS #2

NEW ADDRESS (IF CHANGED)

OWNER NUMBER	DOI/ID	OWNER NAME	INTEREST TYPE	INTEREST PAID BY UPRC
0057721 01	001	STATE OF TEXAS	RI	0.002629
2343022 01	001	KNOX T WILLIAMS III	RI	0.006083
2343034 01	001	ROGER SLOAN WILLIAMS	RI	0.012166
2343046 01	001	MILLICAN, LAND & ROYALTY TRUST	RI	0.004562
2343058 01	001	FLETCHER L POOL	RI	0.001521
2343060 01	001	BIRCHRIDGE, ASSOCIATION/INC	RI	0.071091

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

UNION PACIFIC RESOURCES COMPANY

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

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2343072 01	001	SOUTHWEST, LEASE/& ROYALTY CO.	RI	0.001900
2343084 01	001	LINDA BRAMLETT HUGHES	RI	0.035561
2343096 01	001	ALTA ALLEN WILSON	RI	0.064548
2343103 01	001	PAUL WAYNE DUGGER	RI	0.000149
2343115 01	001	WILLIAM B ANDERSON	RI	0.000194
2343127 01	001	LINDA DUGGER TALLEY	RI	0.000083
1536001 01	001	UNION PACIFIC RESOURCES CO.	WI	0.280000
1536001 01	002	UNION PACIFIC RESOURCES CO.	WI	0.042415
2166491 01	001	TORCH ENERGY ASSOCIATES	WI	0.053762
2231187 01	001	NUEVO ENERGY COMPANY	WI	0.107445
3572849 01	001	SINCLAIR OIL CORPORATION	WI	0.315891

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

UNION PACIFIC RESOURCES COMPANY

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

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

TO ALL INTEREST OWNERS:

- Enclosed please find two copies of the Division Order(s) or Transfer Order(s). Please return one fully executed copy to the following address. **KEEP ONE COPY FOR YOUR RECORDS.**

UNION PACIFIC RESOURCES COMPANY
P. O. Box 2993, Mail Station 3110
Fort Worth, Texas 76113-2993
Fax #(817) 877-7486
Voicemail #(817) 877-6369

- Sign exactly as shown on the Division Order or Transfer Order. Signatures must be witnessed by two people. If joint ownership, all owners must sign.

- Signatures by Agents, Attorneys-in-Fact, Guardians, or Trustees must be verified by attaching evidence of the rights vested in the signatory party.

- Include the correct Social Security Number or Tax Identification Number in the space provided below your signature. Federal income tax law states 31% of proceeds must be withheld if not provided.

- If you have any questions and do not know your area representative, leave a message at this **VOICEMAIL** number (817) 877-6369. Our goal is to return your call within 48 hours. Please provide the following information which will assist us in serving you:

  1) Owner number
  2) County and state where well is located
  3) Well name and/or property number
  4) Telephone number with AREA CODE
  5) Reason for the call

- **Address Changes** must be submitted in writing to the above address. Provide your owner number, social security number, old address, new address and telephone number.

- **Name/Ownership Changes** must be submitted in writing to the above address. Please include proper documentation confirming the changes such as a: Marriage Certificate, Divorce Decree, Certificate of Merger, Deed, Will, Assignment, etc. **NOTE:** Documents which convey interest must be recorded in the county in which the property is located prior to sending them to our office.

- **Settlement Check/Stop Payment** requests must be submitted in writing to the address below. Please wait ten (10) working days before submitting request. Include owner number and date of check. **NOTE:** Funds will be replaced during our regular settlement cycle within the next 6 to 8 weeks.

Union Pacific Resources Company
Attn: Stop Payment
P.O. Box 7, MS 2605
Fort Worth, TX 76101-0007

-KEEP THIS INFORMATION FOR FUTURE REFERENCE-

PRINTED ON RECYCLED PAPER

HOW TO READ YOUR CHECK ATTACHMENT

To help you understand the essential information which accompanies your check, we are providing a sample check stub. Please keep this as a permanent part of your records.

PRODUCT CODE
100...CRUDE OIL
120...CONDENSATE
200...GAS
210...CASINGHEAD GAS
300...GAS LIQUID PRODUCTS
410...SULPHUR
500...HELIUM/OTHER

UNION PACIFIC RESOURCES COMPANY
SETTLEMENT STATEMENT
P.O. BOX 2993 MS 3110
FT. WORTH, TX 76113-2993
VOICE MAIL (817) 877-6369
FAX (817) 877-7486

-RETAIN THIS STATEMENT-
FOR TAX PURPOSES
DUPLICATES CANNOT BE FURNISHED

INTEREST TYPE
PP...PRODUCTION PAYMENT
OR...OVERRIDING ROYALTY
RI... ROYALTY INTEREST
SO...SURFACE OWNER
TP...TOTAL PRODUCTION
WI...WORKING INTEREST

ADJUSTMENT CODE
A...PRODUCTION TAX
C...OTHER

PLEASE CASH YOUR CHECK WITHIN THE ALLOTTED 180 DAYS TIME PERIOD. ALL CHECKS WILL BE VOID AFTER THAT DATE.

OWNER NAME TAX I.D. NO.: 99-9999999

1 PROPERTY NUMBER	2 PROD. DATE	3 PROD. CODE	4 INT. TYP	5 OWNER DECIMAL	6 COMPUTED DECIMAL	7 QUANTITY	8 PRICE	9 GROSS VALUE	10 TAXES/ ADJUSTMENT	11 ADJ. CODE	12 NET VALUE PROPERTY	13 NET VALUE OWNER
012345		MC	GRUDER-ANDERSON #1			COUNTY:	BRAZOS		STATE: TEXAS			
PROPERTY	08/93	100				176.93	16.13700	2,855.12	132.22-		2,722.90	
OWNER	08/93	100	WI	0.053333	0.053333	9.44		152.27	7.05-	A		145.22
023458		MC	GRUDER-ANDERSON #2			COUNTY:	BRAZOS		STATE: TEXAS			
PROPERTY	08/93	100				25,599.91	16.13700	413,105.77	19,130.88-		393,974.89	
OWNER	08/93	100	OR	0.001836	0.001836	47.00		758.46	35.13-	A		723.33
PROPERTY	06/93	100				11,011.86-	17.25800	190,042.69-	8,797.02-		181,245.67-	
OWNER	06/93	100	OR	0.001836	0.001836	20.22-		348.94-	16.15	A		332.79- 18
14						15				16 PAGE TOTAL		535.76
OWNER NUMBER 1234567-01					CHECK NUMBER	03666841		DATE 09/25/93		PAGE 001	CHECK AMOUNT 17	535.76

1 The **PROPERTY NUMBER** is used to identify the oil and/or gas producing property. This number is referenced on your Division Order.

2 The **PRODUCTION DATE** is the month and year in which the oil or gas was sold.

3 The **PRODUCT CODE** is the three digit code used to identify the product which was sold. Please refer to the PRODUCT CODE legend in the upper left-hand corner of the check stub.

4 The **INTEREST TYPE** shows the type of interest you own. Please refer to the INTEREST TYPE legend in the upper right-hand corner of the check stub.

5 The **OWNER DECIMAL** column reflects your share of the proceeds from sales for which UPRC is responsible. This interest is also reflected on your Division Order.

6 The **COMPUTED DECIMAL INTEREST** column reflects your share of proceeds received by UPRC. (If UPRC receives less than 100% of production, this figure may be an inflation of your actual decimal interest).

7 The **QUANTITY** is the gross volume shown in barrels, tons, or MCF (Thousand Cubic Feet) which was sold from the property. The figure shown immediately below is determined by multiplying your Computed Decimal by the total property level Quantity.

8 The **PRICE** is calculated by dividing the total Gross Value by the Quantity. The Price may be omitted on certain adjustments.

9 The **GROSS VALUE** is the total value of sales for each product delivered. The figure shown immediately below is determined by multiplying your Computed Decimal by the property level Gross Value.

10 The **TAXES/ADJUSTMENT** column is used to show state severance or other production taxes which were paid as required. The figure shown immediately below is your proportionate share of these taxes. This column will also be used to reflect any manual adjustments made to your account.

11 The **ADJUSTMENT CODE** is a one digit code identifying the type of adjustment made. Please refer to the ADJUSTMENT CODE legend in the upper right-hand corner of the check stub.

12 The **NET VALUE PROPERTY** shows the value of the total sales for the property after state tax deductions.

13 The **NET VALUE OWNER** shows the amount payable to you and is determined by multiplying your Computed Decimal by the property level Net Value in the previous column.

14 Your **OWNER NUMBER** is uniquely assigned to you and should be included when corresponding with UPRC.

15 The **CHECK NUMBER** and **CHECK DATE** of this payment are shown on the bottom of the check stub.

16 The **PAGE TOTAL** reflects the total value of the Owner Net Value lines on each page of your check stub. If there is more than one page of detail, each page total should be added to arrive at the total check amount.

17 The **CHECK AMOUNT** is the total of the page totals on your check stub.

18 A minus sign ("-") following any amount means a deduction. A deduction normally reflects applicable taxes or a prior month adjustment.

ADDITIONAL INFORMATION CONCERNING YOUR CHECK

SMALL PAYMENTS AND NEGATIVE BALANCES - Small payments will be accumulated until the amount exceeds $25. In November of each year, however, we pay all accumulated balances greater than two dollars. Should an overpayment be made to you, future proceeds may be held and applied towards the negative balance created by the overpayment.

NO SALES - Payments are made only for those months in which the property has sales. If, in a particular month, there are no sales for any properties in which you own an interest, no proceeds will be applied to your account for that month. No notification will be sent if a check is not mailed.

PAYMENTS FROM SUSPENSE - Occasionally, payments are held because of a notice of a transfer in the interest, an incorrect address, etc. If this happens, payments due you will be accumulated and released when the matter is resolved.

TAXES - Most states levy a severance or production tax on revenues from oil and gas sales. This tax is calculated in accordance with each states' law and is deducted from your payments.

INCOME TAX INFORMATION - An IRS Form 1099-MISC will be furnished to you by January 31st of each year if you received over $10 in royalty income or $600 in working interest income during the previous year.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

TO ALL INTEREST OWNERS:

- Enclosed please find two copies of the Division Order(s) or Transfer Order(s). Please return one fully executed copy to the following address. **KEEP ONE COPY FOR YOUR RECORDS.**

UNION PACIFIC RESOURCES COMPANY
P. O. Box 2993, Mail Station 3110
Fort Worth, Texas 76113-2993
Fax #(817) 877-7486
Voicemail #(817) 877-6369

- Sign exactly as shown on the Division Order or Transfer Order. Signatures must be witnessed by two people. If joint ownership, all owners must sign.

- Signatures by Agents, Attorneys-in-Fact, Guardians, or Trustees must be verified by attaching evidence of the rights vested in the signatory party.

- Include the correct Social Security Number or Tax Identification Number in the space provided below your signature. Federal income tax law states 31% of proceeds must be withheld if not provided.

- If you have any questions and do not know your area representative, leave a message at this **VOICEMAIL** number (817) 877-6369. Our goal is to return your call within 48 hours. Please provide the following information which will assist us in serving you:

  1) Owner number
  2) County and state where well is located
  3) Well name and/or property number
  4) Telephone number with AREA CODE
  5) Reason for the call

- **Address Changes** must be submitted in writing to the above address. Provide your owner number, social security number, old address, new address and telephone number.

- **Name/Ownership Changes** must be submitted in writing to the above address. Please include proper documentation confirming the changes such as a: Marriage Certificate, Divorce Decree, Certificate of Merger, Deed, Will, Assignment, etc. **NOTE:** Documents which convey interest must be recorded in the county in which the property is located prior to sending them to our office.

- **Settlement Check/Stop Payment** requests must be submitted in writing to the address below. Please wait ten (10) working days before submitting request. Include owner number and date of check. **NOTE:** Funds will be replaced during our regular settlement cycle within the next 6 to 8 weeks.

Union Pacific Resources Company
Attn: Stop Payment
P.O. Box 7, MS 2605
Fort Worth, TX 76101-0007

-KEEP THIS INFORMATION FOR FUTURE REFERENCE-

PRINTED ON RECYCLED PAPER

HOW TO READ YOUR CHECK ATTACHMENT

To help you understand the essential information which accompanies your check, we are providing a sample check stub. Please keep this as a permanent part of your records.

PRODUCT CODE
100...CRUDE OIL
120...CONDENSATE
200...GAS
210...CASINGHEAD GAS
300...GAS LIQUID PRODUCTS
410...SULPHUR
500...HELIUM/OTHER

UNION PACIFIC RESOURCES COMPANY
SETTLEMENT STATEMENT
P.O. BOX 2993 MS 3110
FT. WORTH, TX 76113-2993
VOICE MAIL (817) 877-6369
FAX (817) 877-7486

-RETAIN THIS STATEMENT-
FOR TAX PURPOSES
DUPLICATES CANNOT BE FURNISHED

INTEREST TYPE
PP...PRODUCTION PAYMENT
OR...OVERRIDING ROYALTY
RI... ROYALTY INTEREST
SO...SURFACE OWNER
TP...TOTAL PRODUCTION
WI...WORKING INTEREST

ADJUSTMENT CODE
A...PRODUCTION TAX
C...OTHER

PLEASE CASH YOUR CHECK WITHIN THE ALLOTTED 180 DAYS TIME PERIOD. ALL CHECKS WILL BE VOID AFTER THAT DATE.

OWNER NAME TAX I.D. NO.: 99-9999999

1 PROPERTY NUMBER	2 PROD. DATE	3 PROD. CODE	4 INT. TYP	5 OWNER DECIMAL	6 COMPUTED DECIMAL	7 QUANTITY	8 PRICE	9 GROSS VALUE	10 TAXES/ ADJUSTMENT	11 ADJ. CODE	12 NET VALUE PROPERTY	13 NET VALUE OWNER
012345		MC	GRUDER-ANDERSON #1			COUNTY:	BRAZOS		STATE: TEXAS			
PROPERTY	08/93	100				176.93	16.13700	2,855.12	132.22-		2,722.90	
OWNER	08/93	100	WI	0.053333	0.053333	9.44		152.27	7.05-	A		145.22
023458		MC	GRUDER-ANDERSON #2			COUNTY:	BRAZOS		STATE: TEXAS			
PROPERTY	08/93	100				25,599.91	16.13700	413,105.77	19,130.88-		393,974.89	
OWNER	08/93	100	OR	0.001836	0.001836	47.00		758.46	35.13-	A		723.33
PROPERTY	06/93	100				11,011.86-	17.25800	190,042.69-	8,797.02-		181,245.67-	
OWNER	06/93	100	OR	0.001836	0.001836	20.22-		348.94-	16.15	A		332.79- 18
14						15				16 PAGE TOTAL		535.76
OWNER NUMBER 1234567-01					CHECK NUMBER	03666841	DATE 09/25/93		PAGE 001	CHECK AMOUNT 17		535.76

1 The **PROPERTY NUMBER** is used to identify the oil and/or gas producing property. This number is referenced on your Division Order.

2 The **PRODUCTION DATE** is the month and year in which the oil or gas was sold.

3 The **PRODUCT CODE** is the three digit code used to identify the product which was sold. Please refer to the PRODUCT CODE legend in the upper left-hand corner of the check stub.

4 The **INTEREST TYPE** shows the type of interest you own. Please refer to the INTEREST TYPE legend in the upper right-hand corner of the check stub.

5 The **OWNER DECIMAL** column reflects your share of the proceeds from sales for which UPRC is responsible. This interest is also reflected on your Division Order.

6 The **COMPUTED DECIMAL INTEREST** column reflects your share of proceeds received by UPRC. (If UPRC receives less than 100% of production, this figure may be an inflation of your actual decimal interest).

7 The **QUANTITY** is the gross volume shown in barrels, tons, or MCF (Thousand Cubic Feet) which was sold from the property. The figure shown immediately below is determined by multiplying your Computed Decimal by the total property level Quantity.

8 The **PRICE** is calculated by dividing the total Gross Value by the Quantity. The Price may be omitted on certain adjustments.

9 The **GROSS VALUE** is the total value of sales for each product delivered. The figure shown immediately below is determined by multiplying your Computed Decimal by the property level Gross Value.

10 The **TAXES/ADJUSTMENT** column is used to show state severance or other production taxes which were paid as required. The figure shown immediately below is your proportionate share of these taxes. This column will also be used to reflect any manual adjustments made to your account.

11 The **ADJUSTMENT CODE** is a one digit code identifying the type of adjustment made. Please refer to the ADJUSTMENT CODE legend in the upper right-hand corner of the check stub.

12 The **NET VALUE PROPERTY** shows the value of the total sales for the property after state tax deductions.

13 The **NET VALUE OWNER** shows the amount payable to you and is determined by multiplying your Computed Decimal by the property level Net Value in the previous column.

14 Your **OWNER NUMBER** is uniquely assigned to you and should be included when corresponding with UPRC.

15 The **CHECK NUMBER** and **CHECK DATE** of this payment are shown on the bottom of the check stub.

16 The **PAGE TOTAL** reflects the total value of the Owner Net Value lines on each page of your check stub. If there is more than one page of detail, each page total should be added to arrive at the total check amount.

17 The **CHECK AMOUNT** is the total of the page totals on your check stub.

18 A minus sign ("-") following any amount means a deduction. A deduction normally reflects applicable taxes or a prior month adjustment.

ADDITIONAL INFORMATION CONCERNING YOUR CHECK

SMALL PAYMENTS AND NEGATIVE BALANCES - Small payments will be accumulated until the amount exceeds $25. In November of each year, however, we pay all accumulated balances greater than two dollars. Should an overpayment be made to you, future proceeds may be held and applied towards the negative balance created by the overpayment.

NO SALES - Payments are made only for those months in which the property has sales. If, in a particular month, there are no sales for any properties in which you own an interest, no proceeds will be applied to your account for that month. No notification will be sent if a check is not mailed.

PAYMENTS FROM SUSPENSE - Occasionally, payments are held because of a notice of a transfer in the interest, an incorrect address, etc. If this happens, payments due you will be accumulated and released when the matter is resolved.

TAXES - Most states levy a severance or production tax on revenues from oil and gas sales. This tax is calculated in accordance with each states' law and is deducted from your payments.

INCOME TAX INFORMATION - An IRS Form 1099-MISC will be furnished to you by January 31st of each year if you received over $10 in royalty income or $600 in working interest income during the previous year.

M- 95404

Division Order

File Dated JUN 2 1 1994

(6)

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

LESSOR: ST OF TX M-95404

IF CORRESPONDENCE IS REQUIRED, PLEASE MAKE REFERENCE TO THE LEASE NUMBER BELOW. **CHECK NO.** 127779

LEASE DATE	STATE	COUNTY OR PARISH	RECORDING	FOR PERIOD MOS.	FOR PERIOD BEGINNING	TRACT	COMPANY LEASE NUMBER
10/05/93	TX	BRAZOS	V2016 P141	12	10/19/94	02	TX2 60571

TAXID: ST TX M-95404
ST OF TX M-95404

$427.05

95001096

121

Union Pacific Resources

M-95404 (7)
7. Rentalia
9.3.94

9. 3. 94

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Type or print only

Form G-1
Rev. 4/1/83

483-047

API No. 42-041-31790

7. RRC District No. 03

8. RRC Gas ID No.

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

1. FIELD NAME (as per RRC Records or Wildcat): Giddings (Austin Chalk, Gas)

2. LEASE NAME: BIRCHRIDGE-ALLEN Unit

9. Well No.: 1

3. OPERATOR'S NAME (Exactly as shown on Form P-5, Organization Report): UNION PACIFIC RESOURCES COMPANY

RRC Operator No.: 876645

10. County of well site: BRAZOS

4. ADDRESS: P.O.BOX 7 MS 3006 FORT WORTH, TEXAS 76101-0007

11. Purpose of filing
- Initial Potential [X]
- Retest [ ]
- Reclass [ ]
- Well record only (Explain in remarks) [ ]

5. Location (Section, Block, and Survey): Wm. Brooks & A.G. Perry A-73

5b. Distance and direction to nearest town in this county.: 13.3 MILES SE FROM COLLEGE STATION

6. If operator has changed within last 60 days, name former operator:

12. If workover or reclass, give former field (with reservoir) & Gas ID or oil lease no.
FIELD & RESERVOIR: | GAS ID or OIL LEASE #: | Oil—O Gas—G: | WELL #:

13. Pipe Line Connection: Ferguson-Burleson City, G.G.S.

14. Completion or recompletion date: 02-21-94

15. Any condensate on hand at time of workover or recompletion? [ ] Yes [ ] No

16. Type of Electric or other Log Run: GR

Section I — GAS MEASUREMENT DATA

Date of Test: 03/07-10/94

Gas Measurement Method (Check One): Orifice Meter [X] ▶ Flange Taps [X] Pipe Taps [ ] | Positive Choke [ ] | Orifice Vent Meter [ ] | Pitot Tube [ ] | Critical-flow Prover [ ]

Gas produced during test: 14,534 MCF

Run No.	Line Size	Orif. or Choke Size	24 Hr. Coeff. Orif. or Choke	Static P_m or Choke Press	Diff. h_w	Flow Temp. ^oF	Temp. Factor F_{tf}	Gravity Factor F_g	Compress Factor F_{pv}	Volume MCF/DAY
1	4.026	2.500	43217.40	1,110	12	102	0.9619	0.9005	1.121	4,845
2										
3										
4										

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.
0.740	52.7 Deg. API	5,530 CF/Bbl	G_{mix} = 1.145	171 ^oF	287 ^oF @ 11,871 (Depth)

$D_{eff}^{8/3}$ = 6.310

$\sqrt{T_f}$ = $\sqrt{674.0}$ = 25.96

$\sqrt{GL}$ = $\sqrt{13594.26}$ = 116.59

$$C = \frac{1118 \times (D_{eff})^{8/3}}{\sqrt{T}} = \frac{7,054.58}{25.96} = 271.73$$

$$\frac{\sqrt{GL}}{C} = \frac{116.59}{271.73} = 0.4291$$

Run No.	Time of Run Min.	Choke Size	Wellhead Press. PSIA P_w	Wellhead Flow Temp. ^oF	P_w^2 (Thousands)	R	R^2 (Thousands)	P_1	P_w/P_1
Shut-In	24 HOURS		4,315	55	18,619				
1	4320	16/64	3,945	141	15,563	2,078.7	4,321.1	4,459	0.885
2									
3									
4									

Run No.	F	K	$S = \frac{1}{z}$	E^{ks}	P_f and P_s	P_f^2 and P_s^2 (thousands)	$P_f^2 - P_s^2$ (thousands)
Shut-In	AMERADA INSTRUMENT #22520 (7800#)				6,371	40,590	
1	0.944	0.3568	1.0223	1.44012	5,681	32,277	8,313
2							
3							
4							

Angle of Slope
θ ....45.0°.....
n .....1.000....

Absolute Open Flow
23,800 MCF/DAY

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

David L. Ebert / Union Pacific Resources

Signature: Well Tester | Name of Company | RRC Representative

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

Wanda Bartell /Wanda Bartell | REgulatory Analyst | 4-22-94 | Tel: 817/877-7941

Signature: Operator's representative | Title | Date | A/C Number

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

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

18. Permit to Drill, Plug Back or Deepen — DATE: 12/30/93 — PERMIT NO.: 417971
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
Union PAcific Resources Company

20. Number of producing wells on this lease in this field (reservoir) including this well: 1

21. Total number of acres in this lease: 765.09

22. Date Plug Back, Deepening, WorkOver or Drilling Operations: Commenced 1-3-94; Completed 2-8-94

23. Distance to nearest well, Same Lease & Reservoir: N/A

24. Location of well, relative to nearest lease boundaries of lease on which this well is located: 50 Feet From S'ly E Line and 100 Feet from S'lys Line of the Birchridge-Allen Unit Lease

25. Elevation (DF, RKB, RT, GR, ETC.): GL: 227' KB 260'

26. Was directional survey made other than inclination (Form W—12)? [X] Yes [ ] No

27. Top of Pay: 11,508'

28. Total Depth: 16,174'

29. P. B. Depth: 16,174'

30. Surface Casing Determined by: Field Rules [ ]; Recommendation of T.D.W.R. [XX]; Railroad Commission (Special) [ ]
Dt. of Letter 12/31/93
Dt. of Letter

31. Is well multiple completion? [ ] Yes [XX] No

32. If multiple completion, list all reservoir names (completions 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 XX; Cable Tools

34. Name of Drilling Contractor: Nabors #10

35. Is Cementing Affidavit Attached? [XX] 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"	40.5#	2500'		935 sxs "A"	14 3/4"	Surface	2053.3'
7 5/8"	29.7#	12,049'		600 sxs "H"	9 7/8"	11,000	864'

37. LINER RECORD

Size	TOP	Bottom	Sacks Cement	Screen

38. TUBING RECORD

Size	Depth Set	Packer Set
2 3/8	11,917'	11,900'

39. Producing Interval (this completion) Indicate depth of perforation or open hole

From	(ST00) 12,049'	To	16,174'
From		To	
From		To	
From	Open Hole Completion	To	

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

Depth Interval	Amount and Kind of Material Used

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

Formations	Depth	Formations	Depth
Midway	8045'		
Pecan Gap	11,018'		
Austin Chalk	11,508'		

REMARKS

GAS WELL
BACK PRESSURE CURVE

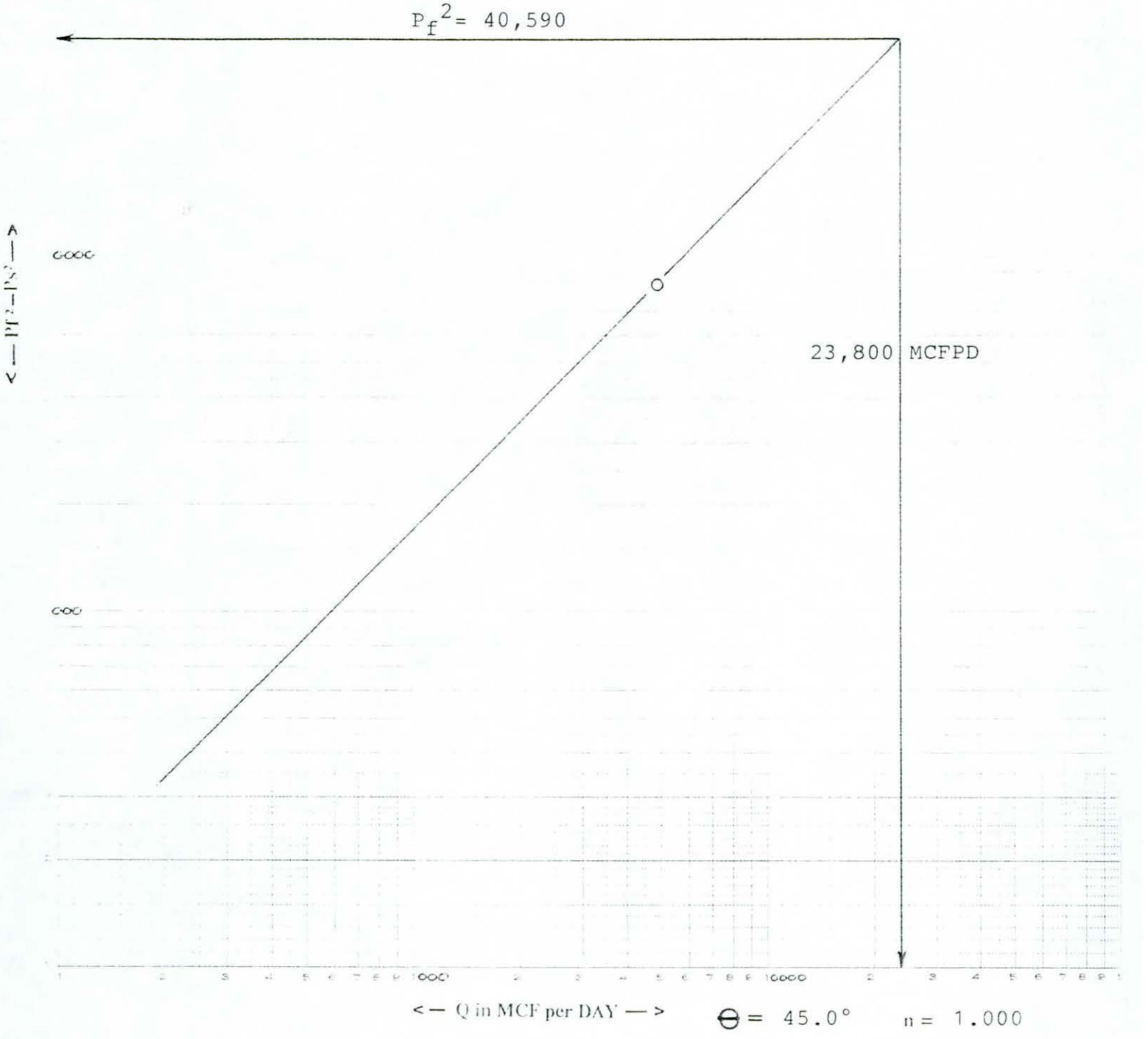
County BRAZOS Field Giddings (Austin Chalk, Gas)

Operator UNION PACIFIC RESOURCES COMPANY

Lease BIRCHRIDGE-ALLEN Unit

Volume 23,800 MCF/24 hr.

Date Tested 03/07-10/94



Θ = 45.0° n = 1.000

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

READ INSTRUCTIONS ON BACK

GAS WELL CLASSIFICATION REPORT

Form G-5
Rev. 01/01/86

1. OPERATOR NAME (Exactly as shown on Form P-5 Organization Report)	3. RRC DISTRICT NO.	4. OIL LEASE NO. OR GAS WELL ID NO.
Union PAcific Resources Company	03	
2. MAILING ADDRESS P.O. Box 7, MS 3006 Fort Worth, TX 76101-0007	5. WELL NO. 1	6. API NO. 42- 041-31790
	7. COUNTY OF WELL SITE Brazos	

8. FIELD NAME (as per RRC Records)	9. LEASE NAME
Giddings (Austin Chalk, Gas)	Birchridge-Allen Unit
10. LOCATION (Section, Block, and Survey)	11. PIPELINE CONNECTION OR USE OF GAS
Wm. Brooks & A.G. Perry A-73	Ferguson-Burleson City, G.G.S.

I. PRODUCTION TEST AT RATE ELECTED BY OPERATOR (data on 24-hour basis)

A. Date of Test: 3-8-94

B. Gas Volume: 4995 (Mcf)

C. Oil or Condensate Volume: 839 (Bbl)

D. Water Volume: 60 (Bbl)

E. Gas/Liquid Hydrocarbon Ratio: 5954 (Cf/Bbl)

F. Flowing Tubing Pressure: 3940 (psia)

G. Choke Size: 16/64 (in.)

H. Casing Pressure: 15 (psia)

I. Shut-in Wellhead Pressure--
Tubing: 4315 (psia)

J. Separator Operating Pressure: 1100 (psia)

K. Color of Stock Tank Liquid: Drk Straw

L. Gravity of Separator Liquid: 52.7 °API

M. Gravity of Stock Tank Liquid: 52.0 °API

N. Specific Gravity of the Gas
(Air 1): .740

II. A.S.T.M. DISTILLATION OF LIQUID SAMPLE.

Distillation test is required for gas wells ONLY if the producing gas-liquid hydrocarbon ratio is less than 100,000 CF/barrel.

PVT Attached

Date Liquid Sample Obtained: _____

Where Obtained: ☐ Separator ☐ Stock Tank

% Over	Temp. (deg. F)	% Over	Temp. (deg. F)
Initial Boiling Temp.		60	
10		70	
20		80	
30		90	
40		95	
50		End Point	

Total Recovery: _____ percent

Residue: _____ percent

Loss: _____ percent

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.

David L. West
NAME (Type or Print)

David L. West
SIGNATURE

Well Tester
TITLE

04-22-94
DATE

Wanda Bartell
CONTACT PERSON

(817) 877-7941
PHONE NUMBER

RRC USE ONLY

UNION PACIFIC RESOURCES COMPANY — GIDDINGS (AUSTIN CHALK, GAS) FIELD

LEASE: BIRCHRIDGE--ALLEN UNIT — WELL: 1 — BRAZOS COUNTY, TEXAS

PVT ANALYSIS

April 14, 1994 Notations by Frank H. Lim:

(1) Separator Gas & Liquid Samples were Collected 3/08/94 and Analyzed by FESCO, Inc.
(2) The Reservoir Fluid GLR is 5,954 SCFG/STBL as Measured by the 3/08/94 G-5 Production Well Test.
(3) The Reservoir Pressure & Temperature were Measured & Reported on the 3/07-10/94 G-1 Back Pressure Test.
(4) The PVT-CCE Data were Calculated from an Equation of State Computer Program Using the Recombined Extended Laboratory Analysis of Separator Samples.
(5) This Calculation Method has Been Verified with Laboratory PVT Visual Analysis.
(6) The Estimated Critical Point is Located at 20 deg F and 2700 psia.
(7) The Reservoir Temperature of 287 F & Pressure of 6371 psia is Located Above the Phase Envelope and Right of the Critical Point Verifying the Fluid is a Single Phase Gas, Dew-Point Fluid at the Current Reservoir Conditions.
(8) The Cricondenbar is estimated at 4838 psia and the Cricondentherm is estimated at 569 deg F.

PRESSURE VOLUME RELATIONS
OF
A 5,954 SCFG/STBL GLR RESERVOIR FLUID @ 287 DEGREES F

(Constant Composition Expansion)

PRESSURE (PSIA)		RELATIVE VOLUME (V/VSAT)	DENSITY (GM/CC)	RETROGRADE LIQUID VOLUME % (1)	BBL/MM(2)	DEVIATION FACTOR (z) @ D.P.
6500		0.8616	0.3476	0	0	1.2074
6371	R.P.	0.8688	0.3447	0	0	1.1933
6000		0.8913	0.3360	0	0	1.1530
5500		0.9267	0.3231	0	0	1.0990
5000		0.9700	0.3087	0	0	1.0457
4709	D.P.	1.0000	0.2995	0	0	1.0152
			Two Phase			
4650		1.0077	0.2977	1.69	13.7	1.0086
4500		1.0286	0.2926	5.09	41.2	0.9930
4000		1.1132	0.2715	10.90	88.4	0.9513
3500		1.2296	0.2449	12.55	101.7	0.9228
3000		1.3952	0.2139	12.20	98.9	0.9054
2500		1.6413	0.1797	10.71	86.8	0.8983
2000		2.0307	0.1434	8.58	69.6	0.9004
1500		2.7098	0.1063	6.15	49.8	0.9113
1000		4.1205	0.0694	3.70	30.0	0.9304
500		8.4996	0.0337	1.48	12.0	0.9578

NOTE (1) Percent of Pore Space at Dew Point
NOTE (2) BBL/MMSCF of Dew Point Gas

Note: Dew Point Fluid, Molecular Weight = 32.30

Gas Formation Volume Factor

At R.P. (Reservoir Pressure) 1.0718 MSCF/BBL
At D.P.(Dew Point Pressure) 1.2337 MSCF/BBL

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

[DISTRICT 03]

[ ] RETEST

FORM G-10
Rev. 11/1/83
GAS WELL STATUS REPORT

Operator Union PAcific Resources Company
Address P.O. Box 7, MS 3006
Fort Worth, TX 76101-0007

Test Period

Due Date

Page

Effective Date

* 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
Giddings (Austin Chalk, Gas) Birchridge-Allen Unit		3/14/94	4983 MCF	863.0 BBLS	71 BBLS	SIWH 4315	MCF/DAY					
	1		.740 Spec.Grav.	52.7 Grav. °API	5774 MCF/Bbl	Flowing 3955	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				
PURCHASER'S STATEMENT DATE _____ PURCHASER _____			MCF	BBLS	BBLS	SIWH	MCF/DAY					
SIGNATURE _____			Spec.Grav.	Grav. °API	MCF/Bbl	Flowing	PSIA	SIWH PSIA				
AS PURCHASER'S REPRESENTATIVE, I AGREE THAT EACH TEST VOLUME SHOWN ABOVE IS A TRUE TEST REPRESENTATIVE OF EACH WELL(S) CAPABILITY.			MCF	BBLS	BBLS	SIWH	MCF/DAY					
			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 Article 6036c, R.C.S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Wanda Bartell /Wanda Bartell 4-22-94
Signature Date

Regulatory Analyst 817/877-7941
Title Telephone

RAILROAD COMMISSION OF TEXAS

Oil and Gas Division

Please Read Instructions

ELECTRIC LOG STATUS REPORT

FORM L-1

Rev. 12/88

INSTRUCTIONS

When to file the L-1

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

When the L-1 is NOT required

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

Where to file the L-1

- with the appropriate Commission district office

Filling out the L-1

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

Type of log required

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

SEE REVERSE SIDE

SECTION I. IDENTIFICATION

Operator Name: Union Pacific Resources Company	District No.: 03	Completion Date: 2-21-94
Field Name: Giddings (Austin Chalk, Gas)	Drilling Permit No.: 417971	
Lease Name: Birchridge-Allen Unit	Lease/ID No.:	Well No.: 1
County: Brazos	API No.: 42 - 041-31790	

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

[ ] A. BASIC ELECTRIC LOG NOT RUN

[XX] B. BASIC ELECTRIC LOG RUN (select one)

[X] 1. Confidentiality requested.

[ ] 2. Confidentiality already granted on basic electric log covering this interval (applicable to deepened wells only).

[ ] 3. Basic electric log covering this interval already on file with Commission (applicable to deepened wells only).

[ ] 4. Log attached to (select one)

[ ] (a) Form L-1 (this form). If the company/lease name on log is different from that shown in Section I, please enter name on log here: _____.

Check here if attached log is being submitted after being held confidential [ ].

[ ] (b) Form P-7, Application for Discovery Allowable and New Field Designation.

[ ] (c) Form W-4, Application for Multiple Completion: lease or ID no.(s) _____, well no.(s) _____.

Wanda Bartell
signature

Regulatory Analyst
title

Wanda Bartell
name (print)

(817) 877-7941
phone

04-22-94
date

For Railroad Commission use only

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

READ INSTRUCTIONS ON BACK

PRODUCER'S TRANSPORTATION AUTHORITY AND CERTIFICATE OF COMPLIANCE

FORM P-4
5-90

1. Field name exactly as shown on proration schedule	2. Lease name		
Giddings (Austin Chalk, Gas)	Birchridge Allen Unit		
3. Operator name exactly as shown on P-5 Organization Report	4. Operator P-5 no.	5. Oil lease no.	6. RRC district no.
Union Pacific Resources Company	876645		03
7. Operator address including city, state, and zip code	8. County in which oil lease or gas well is actually located	9. Gas ID no.	10. Gas well no.
P.O. Box 7, Ms 3006 Fort Worth, TX 76101-0007	Brazos		1
		11. Effective date	

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

Type Operation: gatherer	purchaser	nominator	Name of gatherer, purchaser, and/or nominator as indicated in type operation columns. NOTE: For each purchaser, give its RRC-assigned system code and identify the market. If applicable, place an "X" in the full-well stream column for the gatherer.	RRC USE ONLY: G/P/N Code	Purchaser's RRC Assigned System Code	Purchaser's Market: inter state	Purchaser's Market: intra state	Percent of Take	Full well stream
X			Ferguson-Burleson Cty. G.G.S.					100	
	X		Austin Chalk Natural Gas Marketing Services		0005		X	100	

13. NAME OF OIL OR CONDENSATE GATHERER List highest volume gatherer first	Percent of Take	RRC USE ONLY: Gath. code
Amoco Pipeline Intracorporate Tracking	100	

14. PURPOSE OF FILING. Remarks:

a. ☐ New oil lease ☒ New gas well
☐ Reclassification (oil to gas or gas to oil)
☐ Consolidation, unitization, or subdivision
b. CHANGE ☐ Gatherer ☐ Nominator
☐ Purchaser ☐ Purchaser's system code

RRC USE ONLY
Approved (initials) _____ Oper. No. _____
Date _____ Field No. _____
Remarks:

c. CHANGE FROM
☐ Operator _____
☐ Field Name _____
☐ Lease Name _____

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

Previous Operator _____ Date _____
Signature _____ Name (Print) _____
Title _____ Phone ( ) _____
Address with city, state/zip _____

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

Signature Wanda Bartell Name (Print) Wanda Bartell
Title Regulatory Analyst Date 04-22-94 Phone (817-877-7941

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

☐ check if listings are continued on reverse side

Form P – 12
(1/16/74)

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

CERTIFICATE OF POOLING AUTHORITY

I, Wanda Bartell, being of lawful age, being familiar with the matter, and having full knowledge of the facts set out, do state:

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

NAME OF OPERATOR: Union Pacific Resources company

NAME OF POOLED UNIT: Birchridge-Allen Unit WELL NO. 1

FIELD: Giddings (Austin Chalk, Gas), Brazos COUNTY, TEXAS, contains 912.00 acres; that with respect to such pooled unit, as it is hereafter described, parties now owning a mineral interest or mineral interests (including royalty interests, working interests, or other mineral interests) therein either (1) acquired such interest as they now have subject to the provisions of an instrument or instruments now in effect and which permit the pooling of said interests or (2) have, by virtue of the execution of an instrument or instruments the provisions of which are now in effect, pooled such of said interests as they now own therein, in such manner that all of such pooled unit shall be considered by the Commission as one base tract as if all rights with respect thereto has been acquired under a single contract.

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

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

(OVER)

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

NAME OF HOLDER OF LEASE	LEASE NAME	NO. OF ACRES	MARGIN
Union Pacific Resources Company	1. Birchridge Assn, Inc. Lease Tr. 1	221.90	
Union Pacific Resources Company	2. Birchridge Assn., Inc. Lease Tr. 2	86.29	
Union Pacific Resources Company	3. Birchridge Assn., Inc. Lease Tr. 2	24.66	
Union Pacific Resources company	4. Birchridge Assn., Inc. Lease Tr. 3	36.98	
Union Pacific Resources company	5. Birchridge Assn., Inc. Lease Tr. 4	36.98	
Union Pacific Resources Company	6. Birchridge Assn., Inc. Lease Tr. 5	18.49	
Union PAcific Resources Company	7. Birchridge Assn., Inc. Lease Tr. 6	18.49	
Union Pacific Resources Company	8. Linda Bramlett Hughes and Husband, Jerry Hughes	162.16	
Union Pacific Resources Company	9. Mrs. W.R. Allen & Alta Allen Wilson	294.34	
Union Pacific Resources Company	10. State of Texas-Navasota River	9.59	
Union Pacific Resources Company	11. Paul Wayne Dugger	1.36	
Union Pacific Resources Company	12. Linda Dugger Talley	0.76	
	TOTAL	912.00	

CERTIFICATE:

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

Wanda Bartell /Wanda Bartell — REgulatory Analyst — 04-22-94

Representative of Operator — Title — Date

Telephone 817 / A/C 877-7941 Number

INSTRUCTIONS

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

Form P-15
(5-5-71)

STATEMENT OF PRODUCTIVITY OF ACREAGE ASSIGNED TO PRORATION UNITS

The undersigned states that he is authorized to make this statement; that he has knowledge of the facts concerning the Union Pacific Resources Company (OPERATOR). Birchridge-Allen Unit (LEASE). No. 1 (WELL); that such well is completed in the Giddings (Austin Chalk, Gas) Field, Brazos County, Texas and that the acreage claimed, and assigned to such well for proration purposes as authorized by special rule and as shown on the attached certified plat embraces 912.00 acres which can reasonably be considered to be productive of hydrocarbons.

– CERTIFICATE –

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

Date 04-22-94 Signature Wanda Bartell /Wanda Bartell

Telephone 817 (AREA CODE) 877-7941 Title Regulatory Analyst

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

Form W-15
Cementing Report
Rev. 4/1/83
483-045

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

1. Operator's Name (As shown on Form P-5, Organization Report)	2. RRC Operator No.	3. RRC District No.	4. County of Well Site
Union Pacific Resources Company	876645	03	Brazos

5. Field Name (Wildcat or exactly as shown on RRC records)	6. API No.	7. Drilling Permit No.
Giddings (Austin Chalk, Gas)	42- 041-31790	417971

8. Lease Name	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No.
Birchridge-Allen Unit			1

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date		1-4-94					
13. •Drilled hole size		14 3/4"					
•Est. % wash or hole enlargement							
14. Size of casing (in. O.D.)		10 3/4"					
15. Top of liner (ft.)							
16. Setting depth (ft.)		2500'					
17. Number of centralizers used		8					
18. Hrs. waiting on cement before drill-out		24					
1st Slurry	19. API cement used: No. of sacks ▶	625					
	Class ▶	A					
	Additives ▶	3% A-5 + 2% A-2 + ¼#/sk CelloFlake					
2nd Slurry	No. of sacks ▶	310					
	Class ▶	A					
	Additives ▶	Neat					
3rd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
1st	20. Slurry pumped: Volume (cu. ft.) ▶	1687.5					
	Height (ft.) ▶	3032.7					
2nd	Volume (cu. ft.) ▶	365.8					
	Height (ft.) ▶	613.7					
3rd	Volume (cu. ft.) ▶						
	Height (ft.) ▶						
Total	Volume (cu. ft.) ▶	2053.3					
	Height (ft.) ▶	3646					
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?		YES					

22. Remarks

OVER ▶

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

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

Sol Jimenez/Service Supervisor — Name and title of cementer's representative

BJ Services — Cementing Company

Signature

1680 Independence — Address

Bryan, Texas 77803 — City, State, Zip Code

409-779-8125 — Tel.: Area Code Number

1-4-94 — Date: mo. day yr.

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

Wanda BArtell — Typed or printed name of operator's representative

Regulatory Analyst — Title

Wanda Bartell — Signature

P.O. Box 7, MS 3006, Fort Worth, Texas 76101-0007 — Address, City, State, Zip Code

817/877-6941 — Tel.: Area Code Number

04-22-94 — Date: mo. day yr.

Instructions to Form W-15, Cementing Report

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

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

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

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

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

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

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

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

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

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

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

Form W-15
Cementing Report
Rev. 4/1/83
483-045

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

1. Operator's Name (As shown on Form P-5, Organization Report)	2. RRC Operator No.	3. RRC District No.	4. County of Well Site
Union Pacific Resources Company	876645	03	Brazos

5. Field Name (Wildcat or exactly as shown on RRC records)	6. API No.	7. Drilling Permit No.
Giddings (Austin Chalk, Gas)	42- 041-31790	417971

8. Lease Name	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No.
Birchridge-Allen Unit			1

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date				1-24-94			
13. •Drilled hole size				9 7/8"			
•Est. % wash or hole enlargement							
14. Size of casing (in. O.D.)				7 5/8"			
15. Top of liner (ft.)							
16. Setting depth (ft.)				12,049'			
17. Number of centralizers used				6			
18. Hrs. waiting on cement before drill-out				24			
1st Slurry	19. API cement used: No. of sacks ▶			600			
	Class ▶			H			
	Additives ▶			35% S-8 + .3% R-3			
2nd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
3rd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
1st	20. Slurry pumped: Volume (cu. ft.) ▶			864			
	Height (ft.) ▶			4022			
2nd	Volume (cu. ft.) ▶						
	Height (ft.) ▶						
3rd	Volume (cu. ft.) ▶						
	Height (ft.) ▶						
Total	Volume (cu. ft.) ▶			864			
	Height (ft.) ▶			4022			
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?				NO			

22. Remarks

OVER ▶

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

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

David Lee Ratke 'Service Supervisor	BJ Services		
Name and title of cementer's representative	Cementing Company	Signature	
1680 Independence	Bryan, Texas 77803	409-779-8125	1-24-94
Address	City, State, Zip Code	Tel.: Area Code Number	Date: mo. day yr.

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

Wanda Bartell	Regulatory Analyst		
Typed or printed name of operator's representative	Title	Signature	
P.O. Box 7, Ms 3006 Fort Worth, TX	76101-0007	817/877-7941	04-22-94
Address	City, State, Zip Code	Tel.: Area Code Number	Date: mo. day yr.

Instructions to Form W-15, Cementing Report

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

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

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

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

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

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

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

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

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

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

Texas General Land Office
Garry Mauro, Commissioner

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

December 9, 1994

Union Pacific Resources
Attn: Land Administration
P. O. Box 7
Fort Worth, Texas 76101-0007

Re: Mineral File No. M-95404
UPR Prop. No. 010316

Dear Sir or Madam:

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) 475-1527.

Sincerely,

Eugene H. Moore, Jr.

Eugene H. Moore, Jr.
Accounts Examiner
Royalty and Revenue Processing
Energy Resources

EHM:mrg

Enclosures

Printed on recycled paper with soybean ink

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

95404

DATE: 06/07/94

DIVISION ORDER

ME

PROPERTY NUMBER: 010316 PRODUCT(S):GAS
F

PROPERTY NAME: BIRCHRIDGE-ALLEN UNIT #1 COUNTY/PARISH: BRAZOS

OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS

LEGAL DESCRIPTION: 912 AC UNIT IN A.D. HOUSTON SUR A-133 AND W. BROOK & A.G. PERRY SUR A-73

STATE OF TEXAS 005772101001
% COMMISSION GEN. LAND OFFICE
1700 N CONGRESS AVENUE
STEPHEN F. AUSTIN BLDG. 200
AUSTIN TX 78701

IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT. FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993. THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF MARCH 1994.

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

[redacted]
SOCIAL SECURITY OR TAX ID #

SIGNATURE OF WITNESS #2

NEW ADDRESS (IF CHANGED)

OWNER NUMBER	DOI/ID	OWNER NAME	INTEREST TYPE	INTEREST PAID BY UPRC
0057721 01	001	STATE OF TEXAS	RI	0.002629

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

UNION PACIFIC RESOURCES COMPANY

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

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

DATE: 06/07/94

DIVISION ORDER

ME

PROPERTY NUMBER: 010316 PRODUCT(S): GAS
F

PROPERTY NAME: BIRCHRIDGE-ALLEN UNIT #1 COUNTY/PARISH: BRAZOS

OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS

LEGAL DESCRIPTION: 912 AC UNIT IN A.D. HOUSTON SUR A-133 AND W. BROOK & A.G. PERRY SUR A-73

STATE OF TEXAS 005772101001
% COMMISSION GEN. LAND OFFICE
1700 N CONGRESS AVENUE
STEPHEN F. AUSTIN BLDG. 200
AUSTIN TX 78701

THIS IS YOUR COPY. PLEASE RETAIN FOR YOUR RECORDS.
IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT. FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993. THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF MARCH 1994.

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

[redacted]

SOCIAL SECURITY OR TAX ID #

SIGNATURE OF WITNESS #2

NEW ADDRESS (IF CHANGED)

OWNER NUMBER	DOI/ID	OWNER NAME	INTEREST TYPE	INTEREST PAID BY UPRC
0057721 01	001	STATE OF TEXAS	RI	0.002629
2343022 01	001	KNOX T. WILLIAM III	RI	0.006083
2343034 01	001	ROGER SLOAN WILLIAMS	RI	0.012166
2343046 01	001	MILLICAN, LAND & ROYALTY TRUST	RI	0.004562
2343058 01	001	FLETCHER L POOL	RI	0.001521
2343060 01	001	BIRCHRIDGE, ASSOCIATION/INC	RI	0.071091

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

UNION PACIFIC RESOURCES COMPANY

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

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2343072 01	001	SOUTHWEST, LEASE/& ROYALTY CO.	RI	0.001900
2343084 01	001	LINDA BRAMLETT HUGHES	RI	0.035561
2343096 01	001	ALTA ALLEN WILSON	RI	0.064548
2343103 01	001	PAUL WAYNE DUGGER	RI	0.000149
2343115 01	001	WILLIAM B ANDERSON	RI	0.000194
2343127 01	001	LINDA DUGGER TALLEY	RI	0.000083
1536001 01	001	UNION PACIFIC RESOURCES CO.	WI	0.280000
1536001 01	002	UNION PACIFIC RESOURCES CO.	WI	0.042415
2166491 01	001	TORCH ENERGY ASSOCIATES	WI	0.053762
2231187 01	001	NUEVO ENERGY COMPANY	WI	0.107445
3572849 01	001	SINCLAIR OIL CORPORATION	WI	0.315891

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

UNION PACIFIC RESOURCES COMPANY

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

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

TO ALL INTEREST OWNERS:

- Enclosed please find two copies of the Division Order(s) or Transfer Order(s). Please return one fully executed copy to the following address. **KEEP ONE COPY FOR YOUR RECORDS.**

UNION PACIFIC RESOURCES COMPANY
P. O. Box 2993, Mail Station 3110
Fort Worth, Texas 76113-2993
Fax #(817) 877-7486
Voicemail #(817) 877-6369

- Sign exactly as shown on the Division Order or Transfer Order. Signatures must be witnessed by two people. If joint ownership, all owners must sign.

- Signatures by Agents, Attorneys-in-Fact, Guardians, or Trustees must be verified by attaching evidence of the rights vested in the signatory party.

- Include the correct Social Security Number or Tax Identification Number in the space provided below your signature. Federal income tax law states 31% of proceeds must be withheld if not provided.

- If you have any questions and do not know your area representative, leave a message at this **VOICEMAIL** number (817) 877-6369. Our goal is to return your call within 48 hours. Please provide the following information which will assist us in serving you:

1) Owner number
2) County and state where well is located
3) Well name and/or property number
4) Telephone number with AREA CODE
5) Reason for the call

- **Address Changes** must be submitted in writing to the above address. Provide your owner number, social security number, old address, new address and telephone number.

- **Name/Ownership Changes** must be submitted in writing to the above address. Please include proper documentation confirming the changes such as a: Marriage Certificate, Divorce Decree, Certificate of Merger, Deed, Will, Assignment, etc. **NOTE:** Documents which convey interest must be recorded in the county in which the property is located prior to sending them to our office.

- **Settlement Check/Stop Payment** requests must be submitted in writing to the address below. Please wait ten (10) working days before submitting request. Include owner number and date of check. **NOTE:** Funds will be replaced during our regular settlement cycle within the next 6 to 8 weeks.

Union Pacific Resources Company
Attn: Stop Payment
P.O. Box 7, MS 2605
Fort Worth, TX 76101-0007

-KEEP THIS INFORMATION FOR FUTURE REFERENCE-

PRINTED ON RECYCLED PAPER

HOW TO READ YOUR CHECK ATTACHMENT

To help you understand the essential information which accompanies your check, we are providing a sample check stub. Please keep this as a permanent part of your records.

PRODUCT CODE
100...CRUDE OIL
120...CONDENSATE
200...GAS
210...CASINGHEAD GAS
300...GAS LIQUID PRODUCTS
410...SULPHUR
500...HELIUM/OTHER

UNION PACIFIC RESOURCES COMPANY
SETTLEMENT STATEMENT
P.O. BOX 2993 MS 3110
FT. WORTH, TX 76113-2993
VOICE MAIL (817) 877-6369
FAX (817) 877-7486

-RETAIN THIS STATEMENT-
FOR TAX PURPOSES
DUPLICATES CANNOT BE FURNISHED

INTEREST TYPE
PP...PRODUCTION PAYMENT
OR...OVERRIDING ROYALTY
RI... ROYALTY INTEREST
SO...SURFACE OWNER
TP...TOTAL PRODUCTION
WI...WORKING INTEREST

ADJUSTMENT CODE
A...PRODUCTION TAX
C...OTHER

PLEASE CASH YOUR CHECK WITHIN THE ALLOTTED 180 DAYS TIME PERIOD. ALL CHECKS WILL BE VOID AFTER THAT DATE.

OWNER NAME TAX I.D. NO.: 99-9999999

1 PROPERTY NUMBER	2 PROD. DATE	3 PROD. CODE	4 INT. TYP	5 OWNER DECIMAL	6 COMPUTED DECIMAL	7 QUANTITY	8 PRICE	9 GROSS VALUE	10 TAXES/ ADJUSTMENT	11 ADJ. CODE	12 NET VALUE PROPERTY	13 NET VALUE OWNER
012345		MC	GRUDER-ANDERSON #1			COUNTY:	BRAZOS		STATE: TEXAS			
PROPERTY	08/93	100				176.93	16.13700	2,855.12	132.22-		2,722.90	
OWNER	08/93	100	WI	0.053333	0.053333	9.44		152.27	7.05-	A		145.22
023458		MC	GRUDER-ANDERSON #2			COUNTY:	BRAZOS		STATE: TEXAS			
PROPERTY	08/93	100				25,599.91	16.13700	413,105.77	19,130.88-		393,974.89	
OWNER	08/93	100	OR	0.001836	0.001836	47.00		758.46	35.13-	A		723.33
PROPERTY	06/93	100				11,011.86-	17.25800	190,042.69-	8,797.02-		181,245.67-	
OWNER	06/93	100	OR	0.001836	0.001836	20.22-		348.94-	16.15	A		332.79- 18
14						15				16 PAGE TOTAL		535.76
OWNER NUMBER 1234567-01					CHECK NUMBER 03666841		DATE 09/25/93		PAGE 001	CHECK AMOUNT 17		535.76

1 The **PROPERTY NUMBER** is used to identify the oil and/or gas producing property. This number is referenced on your Division Order.

2 The **PRODUCTION DATE** is the month and year in which the oil or gas was sold.

3 The **PRODUCT CODE** is the three digit code used to identify the product which was sold. Please refer to the PRODUCT CODE legend in the upper left-hand corner of the check stub.

4 The **INTEREST TYPE** shows the type of interest you own. Please refer to the INTEREST TYPE legend in the upper right-hand corner of the check stub.

5 The **OWNER DECIMAL** column reflects your share of the proceeds from sales for which UPRC is responsible. This interest is also reflected on your Division Order.

6 The **COMPUTED DECIMAL INTEREST** column reflects your share of proceeds received by UPRC. (If UPRC receives less than 100% of production, this figure may be an inflation of your actual decimal interest).

7 The **QUANTITY** is the gross volume shown in barrels, tons, or MCF (Thousand Cubic Feet) which was sold from the property. The figure shown immediately below is determined by multiplying your Computed Decimal by the total property level Quantity.

8 The **PRICE** is calculated by dividing the total Gross Value by the Quantity. The Price may be omitted on certain adjustments.

9 The **GROSS VALUE** is the total value of sales for each product delivered. The figure shown immediately below is determined by multiplying your Computed Decimal by the property level Gross Value.

10 The **TAXES/ADJUSTMENT** column is used to show state severance or other production taxes which were paid as required. The figure shown immediately below is your proportionate share of these taxes. This column will also be used to reflect any manual adjustments made to your account.

11 The **ADJUSTMENT CODE** is a one digit code identifying the type of adjustment made. Please refer to the ADJUSTMENT CODE legend in the upper right-hand corner of the check stub.

12 The **NET VALUE PROPERTY** shows the value of the total sales for the property after state tax deductions.

13 The **NET VALUE OWNER** shows the amount payable to you and is determined by multiplying your Computed Decimal by the property level Net Value in the previous column.

14 Your **OWNER NUMBER** is uniquely assigned to you and should be included when corresponding with UPRC.

15 The **CHECK NUMBER** and **CHECK DATE** of this payment are shown on the bottom of the check stub.

16 The **PAGE TOTAL** reflects the total value of the Owner Net Value lines on each page of your check stub. If there is more than one page of detail, each page total should be added to arrive at the total check amount.

17 The **CHECK AMOUNT** is the total of the page totals on your check stub.

18 A minus sign (''–'') following any amount means a deduction. A deduction normally reflects applicable taxes or a prior month adjustment.

ADDITIONAL INFORMATION CONCERNING YOUR CHECK

SMALL PAYMENTS AND NEGATIVE BALANCES - Small payments will be accumulated until the amount exceeds $25. In November of each year, however, we pay all accumulated balances greater than two dollars. Should an overpayment be made to you, future proceeds may be held and applied towards the negative balance created by the overpayment.

NO SALES - Payments are made only for those months in which the property has sales. If, in a particular month, there are no sales for any properties in which you own an interest, no proceeds will be applied to your account for that month. No notification will be sent if a check is not mailed.

PAYMENTS FROM SUSPENSE - Occasionally, payments are held because of a notice of a transfer in the interest, an incorrect address, etc. If this happens, payments due you will be accumulated and released when the matter is resolved.

TAXES - Most states levy a severance or production tax on revenues from oil and gas sales. This tax is calculated in accordance with each states' law and is deducted from your payments.

INCOME TAX INFORMATION - An IRS Form 1099–MISC will be furnished to you by January 31st of each year if you received over $10 in royalty income or $600 in working interest income during the previous year.

(11)

M- 95404

Division Order

File Dated DEC 12 1994

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Form G-1
Rev. 4/1/83

Type or print only

483-047

API No. 42- 041-31828

7. RRC District No. 03

8. RRC Gas ID No.

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

1. FIELD NAME (as per RRC Records or Wildcat): GIDDINGS (Austin Chalk, Gas)

2. LEASE NAME: ABSHIRE UNIT

9. Well No. 1

3. OPERATOR'S NAME (Exactly as shown on Form P-5, Organization Report): UNION PACIFIC RESOURCES COMPANY

RRC Operator No. 876645

10. County of well site: BRAZOS

4. ADDRESS: P.O. BOX 7 M.S. 3007 FORT WORTH, TX 76101-007

11. Purpose of filing
- Initial Potential [X]
- Retest [ ]
- Reclass [ ]
- Well record only (Explain in remarks) [ ]

5. Location (Section, Block, and Survey): T. H. Mays A-160

5b. Distance and direction to nearest town in this county.: 14.7 MILES SE FROM COLLEGE STATION, TX.

6. If operator has changed within last 60 days, name former operator

12. If workover or reclass, give former field (with reservoir) & Gas ID or oil lease no.

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

13. Pipe Line Connection: Ferguson-Burleson Cty. G.G.S.

14. Completion or recompletion date: 9-21-94

15. Any condensate on hand at time of workover or recompletion? [ ] Yes [ ] No

16. Type of Electric or other Log Run.: GR

Section I — GAS MEASUREMENT DATA

Date of Test: 10/3-5/94

Gas Measurement Method (Check One): Orifice Meter [X] ▶ Flange Taps [X] Pipe Taps [ ] | Positive Choke [ ] | Orifice Vent Meter [ ] | Pitot Tube [ ] | Critical-flow Prover [ ]

Gas produced during test: 27,118 MCF

Run No.	Line Size	Orif. or Choke Size	24 Hr. Coeff. Orif. or Choke	Static P_m or Choke Press	Diff. h_w	Flow Temp. ^oF	Temp. Factor F_{tf}	Gravity Factor F_g	Compress Factor F_{pv}	Volume MCF/DAY
1	4.026	2.500	43217.40	1,148	42	117	0.9493	0.9072	1.106	9,039
2										
3										
4										

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.
.729	52.3 Deg. API	26,354 CF/Bbl	G_{mix} = 0.828	197 ^oF	312 ^oF @ 12,370 (Depth)

$D_{eff}^{8/3}$ = 6.310

$\sqrt{T_f} = \sqrt{701.0} = 26.48$

$\sqrt{GL} = \sqrt{10240.36} = 101.19$

$C = \frac{1118 \times (D_{eff})^{8/3}}{\sqrt{T}} = \frac{7,054.58}{26.48} = 266.45$

$\frac{\sqrt{GL}}{C} = \frac{101.19}{266.45} = 0.3798$

Run No.	Time of Run Min.	Choke Size	Wellhead Press. PSIA P_w	Wellhead Flow Temp. ^oF	P_w^2 (Thousands)	R	R^2 (Thousands)	P_l	P_w/P_l
Shut-In			4,850	82	23,523				
1	4,320	20/64	3,940	170	15,524	3,433.1	11,785.9	5,226	0.754
2									
3									
4									

Run No.	F	K	$S = \frac{1}{z}$	E^{ks}	P_f and P_s	P_f^2 and P_s^2 (thousands)	$P_f^2 - P_s^2$ (thousands)
Shut-In	AMERADA INSTRUMENT #39094 (7800#)				6,316	39,892	
1	0.883	0.2418	1.0074	1.27575	5,026	25,265	14,627
2							
3							
4							

Angle of Slope
θ ..... 45.0°
n ..... 1.000...

Absolute Open Flow
24,500 MCF/DAY

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

David L. West / Union Pacific Resources Company
Signature: Well Tester — Name of Company

RRC Representative

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

Wanda Bartell / Wanda Bartell — Regulatory Analyst — 10-18-94 — Tel: (817) 877-7941
Signature: Operator's representative — Title — Date — A/C Number

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

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

18. Permit to Drill, Plug Back or Deepen — DATE: 7-21-94 — PERMIT NO.: 426053
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
Union Pacific Resources Company

20. Number of producing wells on this lease in this field (reservoir) including this well: 1

21. Total number of acres in this lease: 830.53

22. Date Plug Back, Deepening, WorkOver or Drilling Operations: Commenced 8-4-94; Completed 9-5-94

23. Distance to nearest well, Same Lease & Reservoir: N/A

24. Location of well, relative to nearest lease boundaries of lease on which this well is located: 819 Feet From South Line and 271 Feet from SE Line of the Abshire Unit Lease

25. Elevation (DF, RKB, RT, GR, ETC.): GL: 215' KB: 239'

26. Was directional survey made other than inclination (Form W—12)? [X] Yes [ ] No

27. Top of Pay: 11,871' | 28. Total Depth: 16,205' | 29. P. B. Depth: 16,205'

30. Surface Casing Determined by: Field Rules [ ] | Recommendation of T.D.W.R. [X] Dt. of Letter 7-21-94 | Railroad Commission (Special) [ ] Dt. of Letter

31. Is well multiple completion? [ ] Yes [X] No

32. If multiple completion, list all reservoir names (completions 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: Delta #63

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"	40.5#	2,545'		1342 sxs "A"	14 3/4"	Surface	3172.1
7 5/8"	29.7#	11,984'		413 sxs 35:65:6	9 7/8"	10,484'	1127.84
				& 336 sxs "H"			

37. LINER RECORD

Size	TOP	Bottom	Sacks Cement	Screen

38. TUBING RECORD

Size	Depth Set	Packer Set
2 3/8"	11,790'	11,773'

39. Producing Interval (this completion) Indicate depth of perforation or open hole

From (ST00) 11,984'	To	16,205'
From	To	
From	To	
From	To	

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

Depth Interval	Amount and Kind of Material Used

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

Formations	Depth	Formations	Depth
Midway	8,156'	Pecan Gap	11,334'
Navarro	9,571'	Austin Chalk	11,884'
Taylor	10,121'		

REMARKS

GAS WELL

BACK PRESSURE CURVE

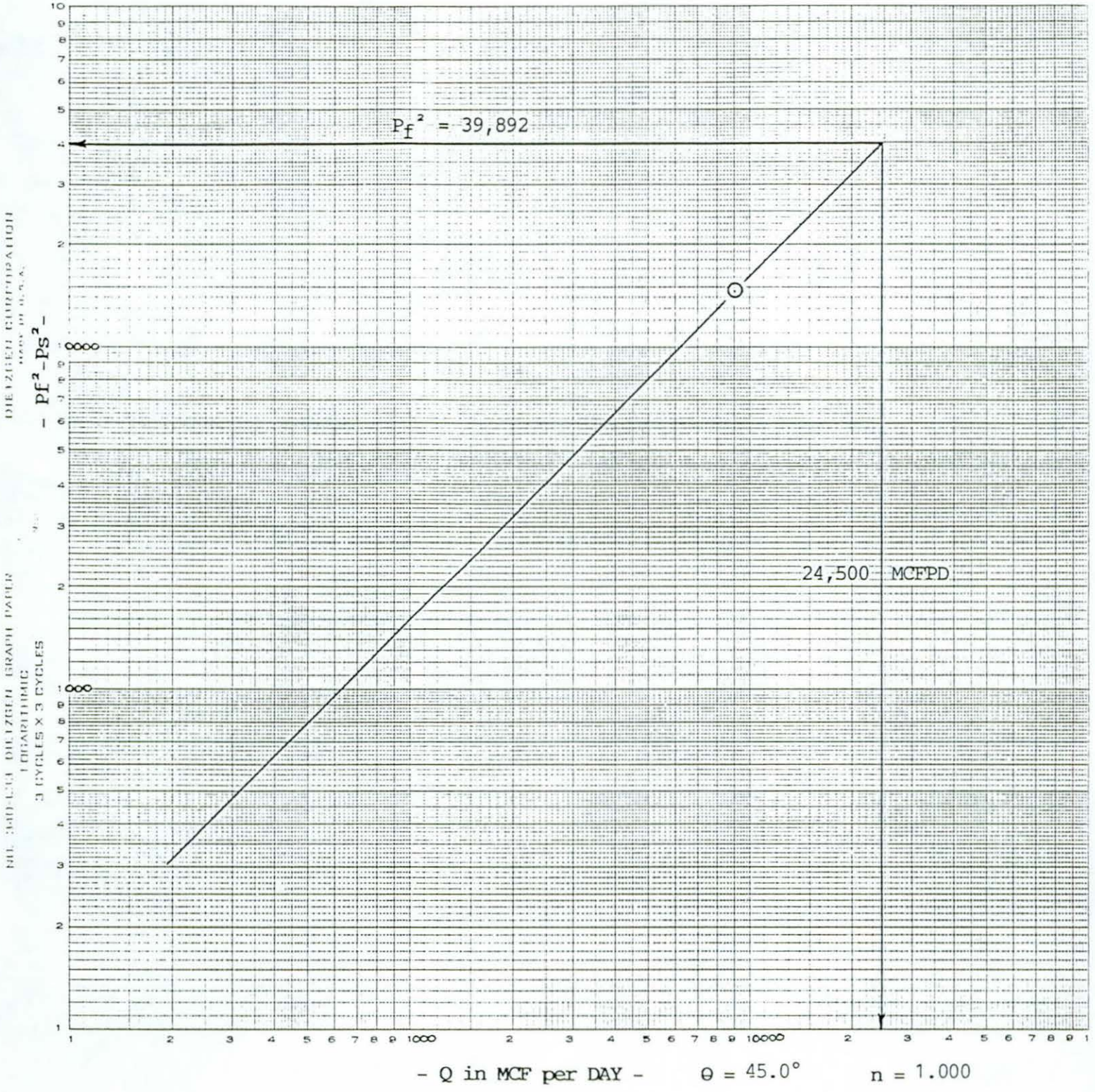
County BRAZOS Field Giddings (Austin Chalk, Gas)

Operator UNION PACIFIC RESOURCES COMPANY

Lease ABSHIRE UNIT

Volume 24,500 MCF/24 hr.

Date Tested 10/3-5/94



RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

READ INSTRUCTIONS ON BACK

GAS WELL CLASSIFICATION REPORT

Form G-5
Rev. 01/01/86

1. OPERATOR NAME (Exactly as shown on Form P-5 Organization Report)	3. RRC DISTRICT NO.	4. OIL LEASE NO. OR GAS WELL ID NO.
Union Pacific Resources Company	03	
2. MAILING ADDRESS P.O. Box 7, MS 3006 Fort Worth, TX 76101-0007	5. WELL NO. 1	6. API NO. 42- 041-31828
	7. COUNTY OF WELL SITE Brazos	

8. FIELD NAME (as per RRC Records)	9. LEASE NAME
Giddings (Austin Chalk, Gas)	Abshire Unit
10. LOCATION (Section, Block, and Survey)	11. PIPELINE CONNECTION OR USE OF GAS
T.H. Mays A-160	Ferguson-Burleson Cty. G.G.S.

I. PRODUCTION TEST AT RATE ELECTED BY OPERATOR (data on 24-hour basis)

A. Date of Test: 10/3/94

B. Gas Volume: 9005 (Mcf)

C. Oil or Condensate Volume: 346 (Bbl)

D. Water Volume: 170 (Bbl)

E. Gas/Liquid Hydrocarbon Ratio: 26026 (Cf/Bbl)

F. Flowing Tubing Pressure: 3990 (psia)

G. Choke Size: 20/64 (in.)

H. Casing Pressure: 15 (psia)

I. Shut-in Wellhead Pressure--
Tubing: 4850 (psia)

J. Separator Operating Pressure: 1265 (psia)

K. Color of Stock Tank Liquid: Light Straw

L. Gravity of Separator Liquid: 50.8 °API

M. Gravity of Stock Tank Liquid: 52.3 °API

N. Specific Gravity of the Gas (Air = 1): .729

II. A.S.T.M. DISTILLATION OF LIQUID SAMPLE.

Distillation test is required for gas wells ONLY if the producing gas-liquid hydrocarbon ratio is less than 100,000 CF/barrel.

Date Liquid Sample Obtained: 10/3/94

Where Obtained: [X] Separator [ ] Stock Tank

% Over	Temp. (deg. F)	% Over	Temp. (deg. F)
Initial Boiling Temp.	112	60	382
10	196	70	448
20	234	80	516
30	262	90	630
40	270	95	720
50	328	End Point	758

Total Recovery: 97.5 percent

Residue: 2.0 percent

Loss: .5 percent

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.

David L. West
NAME (Type or Print)

David L. West
SIGNATURE

Welltester
TITLE

10-18-94
DATE

Wanda Bartell
CONTACT PERSON

(817)877-7941
PHONE NUMBER

RRC USE ONLY

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

[DISTRICT 03]

[ ] RETEST]

FORM G-10
Rev. 11/1/83
GAS WELL STATUS REPORT

Operator UNION PACIFIC RESOURCES COMPANY
Address P.O. BOX 7 - MS/3006
FORT WORTH, TEXAS 76101-0007

Test Period
Due Date

Page
Effective Date

*	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
	Giddings (Austin Chalk, Gas)		10/10/94	9,034 MCF	343.0 BBLS	137 BBLS	4,850 SIWH	MCF/DAY					
	Abshire Unit	1		.729 Spec.Grav.	52.3 Grav. °API	26,338 MCF/Bbl	3,990 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				
	PURCHASER'S STATEMENT DATE _____			MCF	BBLS	BBLS	SIWH	MCF/DAY					
	PURCHASER: _____			Spec.Grav.	Grav. °API	MCF/Bbl	Flowing	PSIA	SIWH PSIA				
	SIGNATURE _____			MCF	BBLS	BBLS	SIWH	MCF/DAY					
	AS PURCHASER'S REPRESENTATIVE, I AGREE THAT EACH TEST VOLUME SHOWN ABOVE IS A TRUE TEST REPRESENTATIVE OF EACH WELL(S) CAPABILITY.			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 Article 6036c, R.C.S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Wanda Bartell / 10-18-94
Signature Date

Regulatory Analyst (817) 877-7941
Title Telephone

RAILROAD COMMISSION OF TEXAS

Oil and Gas Division

Please Read Instructions

ELECTRIC LOG STATUS REPORT

FORM L-1

Rev. 12/88

INSTRUCTIONS

When to file the L-1

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

When the L-1 is NOT required

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

Where to file the L-1

- with the appropriate Commission district office

Filling out the L-1

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

Type of log required

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

SEE REVERSE SIDE

SECTION I. IDENTIFICATION

Operator Name: Union Pacific Resources Company	District No.: 03	Completion Date: 9-21-94
Field Name: Giddings (Austin Chalk, Gas)	Drilling Permit No.: 426053	
Lease Name: Abshire Unit	Lease/ID No.:	Well No.: 1
County: Brazos	API No.: 42 - 041-31828	

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

[ ] A. BASIC ELECTRIC LOG NOT RUN

[X] B. BASIC ELECTRIC LOG RUN (select one)

- [X] 1. Confidentiality requested.
- [ ] 2. Confidentiality already granted on basic electric log covering this interval (applicable to deepened wells only).
- [ ] 3. Basic electric log covering this interval already on file with Commission (applicable to deepened wells only).
- [ ] 4. Log attached to (select one)
  - [ ] (a) Form L-1 (this form). If the company/lease name on log is different from that shown in Section I, please enter name on log here: _____.
    Check here if attached log is being submitted after being held confidential [ ].
  - [ ] (b) Form P-7, Application for Discovery Allowable and New Field Designation.
  - [ ] (c) Form W-4, Application for Multiple Completion: lease or ID no.(s) _____, well no.(s) _____.

Wanda Bartell
signature

Regulatory Analyst
title

Wanda Bartell
name (print)

(817) 877-7941
phone

10-18-94
date

For Railroad Commission use only

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

PRODUCER'S TRANSPORTATION AUTHORITY AND CERTIFICATE OF COMPLIANCE

FORM P-4

5/90

READ INSTRUCTIONS ON BACK

1. Field name exactly as shown on proration schedule	2. Lease name		
Giddings (Austin Chalk, Gas)	Abshire Unit		
3. Operator name exactly as shown on P-5 Organization Report	4. Operator P-5 no.	5. Oil lease no.	6. RRC district no.
Union Pacific Resources Company	876645		03
7. Operator address including city, state, and zip code	8. County in which oil lease or gas well is actually located	9. Gas ID no.	10. Gas well no.
P.O. Box 7 - MS/3006 Ft. Worth, TX 76101-0007	Brazos	11. Effective date	1

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

Type Operation: gatherer	purchaser	nominator	Name of gatherer, purchaser, and/or nominator as indicated in type operation columns. NOTE: For each purchaser, give its RRC-assigned system code and identify the market. If applicable, place an "X" in the full-well stream column for the gatherer.	RRC USE ONLY G/P/N Code	Purchaser's RRC Assigned System Code	Purchaser's Market: Inter-state	Purchaser's Market: Intra-state	Percent of Take	Full-well stream
X			Ferguson-Burleson Cty. G.G.S.					100	
	X		Austin Chalk Natural Gas Marketing Service		0005		X	100	

13. NAME OF OIL OR CONDENSATE GATHERER
List highest volume gatherer first

	Percent of Take	RRC USE ONLY Gath. code
Pride Pipeline Company	100	

14. PURPOSE OF FILING. Remarks:

a. ■ [X] New oil lease [ ] New gas well
[ ] Reclassification (oil to gas or gas to oil)
[ ] Consolidation, unitization or subdivision

b. CHANGE ■ [ ] Gatherer [ ] Nominator
[ ] Purchaser [ ] Purchaser's system code

RRC USE ONLY
Approved (initials) _____ Oper. No. _____
Date _____ Field No. _____
Remarks:

c. CHANGE FROM
[ ] Operator _____
[ ] Field Name _____
[ ] Lease Name _____

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

Previous Operator _____ Date _____
Signature _____ Name (Print) _____
Title _____ Phone ( ) _____
Address with city/state/zip _____

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

Signature Wanda Bartell Name (Print) Wanda Bartell
Title Regulatory Analyst Date 10-18-94 Phone (817) 877-7941

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

[ ] check if listings are continued on reverse side

Form P – 12
(1/16/74)

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

CERTIFICATE OF POOLING AUTHORITY

I, Wanda Bartell, being of lawful age, being familiar with the matter, and having full knowledge of the facts set out, do state:

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

NAME OF OPERATOR: Union Pacific Resources Company

NAME OF POOLED UNIT: Abshire Unit WELL NO. 1

FIELD: Giddings (Austin Chalk, Gas), Brazos COUNTY, TEXAS, contains 828.94 acres; that with respect to such pooled unit, as it is hereafter described, parties now owning a mineral interest or mineral interests (including royalty interests, working interests, or other mineral interests) therein either (1) acquired such interest as they now have subject to the provisions of an instrument or instruments now in effect and which permit the pooling of said interests or (2) have, by virtue of the execution of an instrument or instruments the provisions of which are now in effect, pooled such of said interests as they now own therein, in such manner that all of such pooled unit shall be considered by the Commission as one base tract as if all rights with respect thereto has been acquired under a single contract.

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

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

(OVER)

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

NAME OF HOLDER OF LEASE	LEASE NAME	NO. OF ACRES	MARGIN
Union Pacific Resources Company 1	Doug Abshire, etux	152.87	
Union Pacific Resources Company 2	Richard A. Startzman, etux	92.37	
Union Pacific Resources Company 3	Louis James Orlando, etux, etal	42.35	
Union Pacific Resources Company 4A	Joe A. Ferreri, etux Otto L. Zanek, etux	313.15	
Union Pacific Resources Company 4B	Joe A. Ferreri, etux Otto L. Zanek, etux William Brooke Anderson	71.77	
Union Pacific Resources Company 4C	Joe A. Ferreri, etux Otto L. Zanek, etux William Brooke Anderson	6.61	
Union Pacific Resources Company 5	Linda Dugger Talley William Brooke Anderson	31.51	
Union Pacific Resources Company 6	Alane Dugger Dryden William Brooke Anderson	99.75	
Union Pacific Resources Company 7	State of Texas Lse.# M-95404-NAV. River	18.56	
	TOTAL	828.94	

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.

Wanda Bartell — Regulatory Analyst — 10-18-94

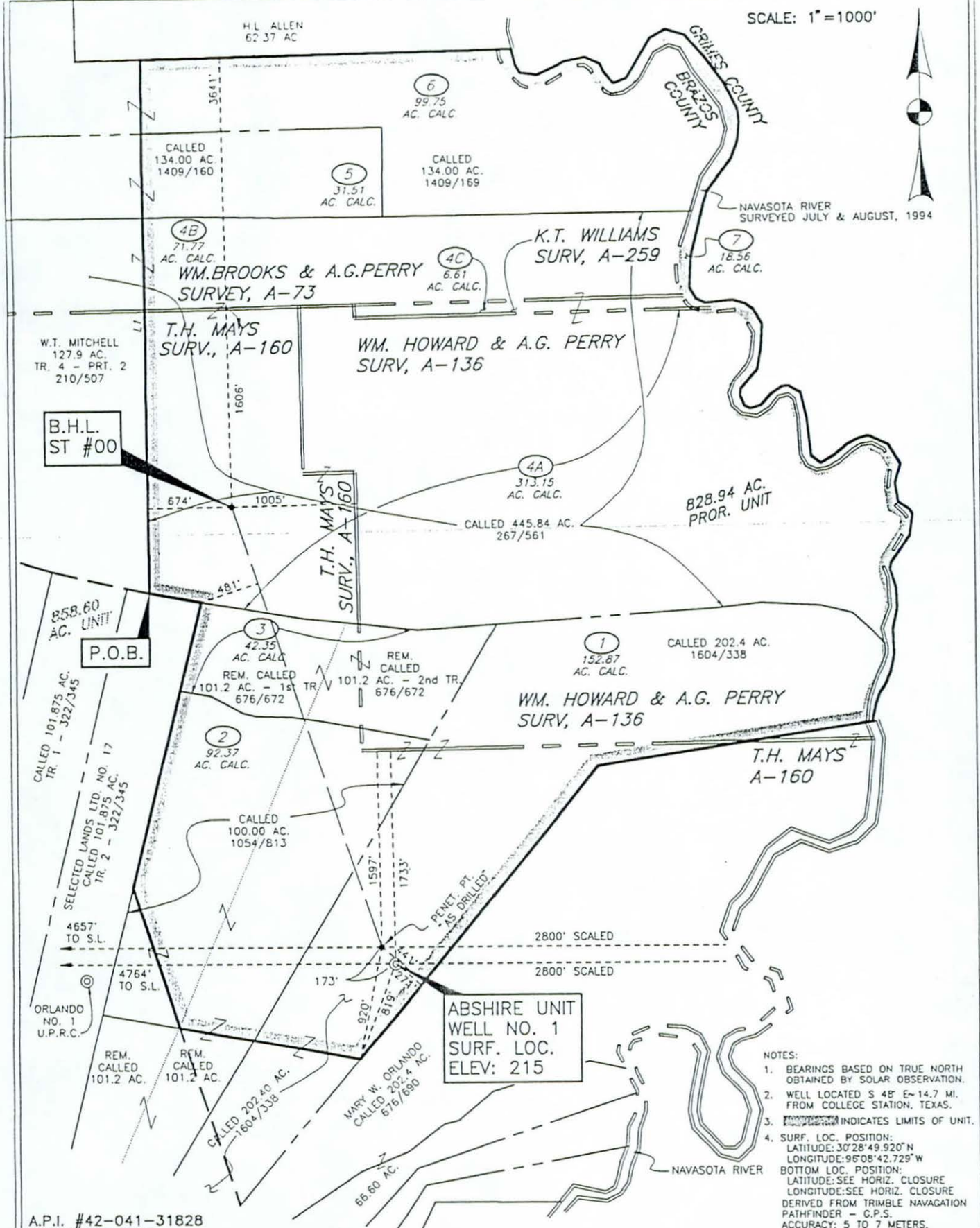
Representative of Operator — Title — Date

Telephone (817) 877-7941

A / C — Number

INSTRUCTIONS

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



NOTES:

1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED S 48° E~14.7 MI. FROM COLLEGE STATION, TEXAS.
3. INDICATES LIMITS OF UNIT.
4. SURF. LOC. POSITION:
   LATITUDE: 30°28'49.920"N
   LONGITUDE: 96°08'42.729"W
   BOTTOM LOC. POSITION:
   LATITUDE: SEE HORIZ. CLOSURE
   LONGITUDE: SEE HORIZ. CLOSURE
   DERIVED FROM TRIMBLE NAVAGATION PATHFINDER - G.P.S.
   ACCURACY: 5 TO 7 METERS.
5. SEE EXHIBIT "A" FOR ACREAGE TABLE AND UNIT PERIMETER METES.

A.P.I. #42-041-31828
HORIZ. CLOSURE:
N 18°35' W~3782'

"AS DRILLED" PRORATION UNIT PLAT

ABSHIRE UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

T.H. MAYS SURVEY, A-160
WM. BROOKS & A.G. PERRY SURVEY, A-73
WM. HOWARD & A.G. PERRY SURVEY, A-136
K.T. WILLIAMS SURVEY, A-259
BRAZOS COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
S.M. KLING
2003
PROFESSIONAL
LAND SURVEYOR

PRORATION UNIT PLAT PREPARED: 09/13/94

THIS PLAT PREPARED FROM DEED RECORDS & PARTIAL SURVEY: JULY, 1994

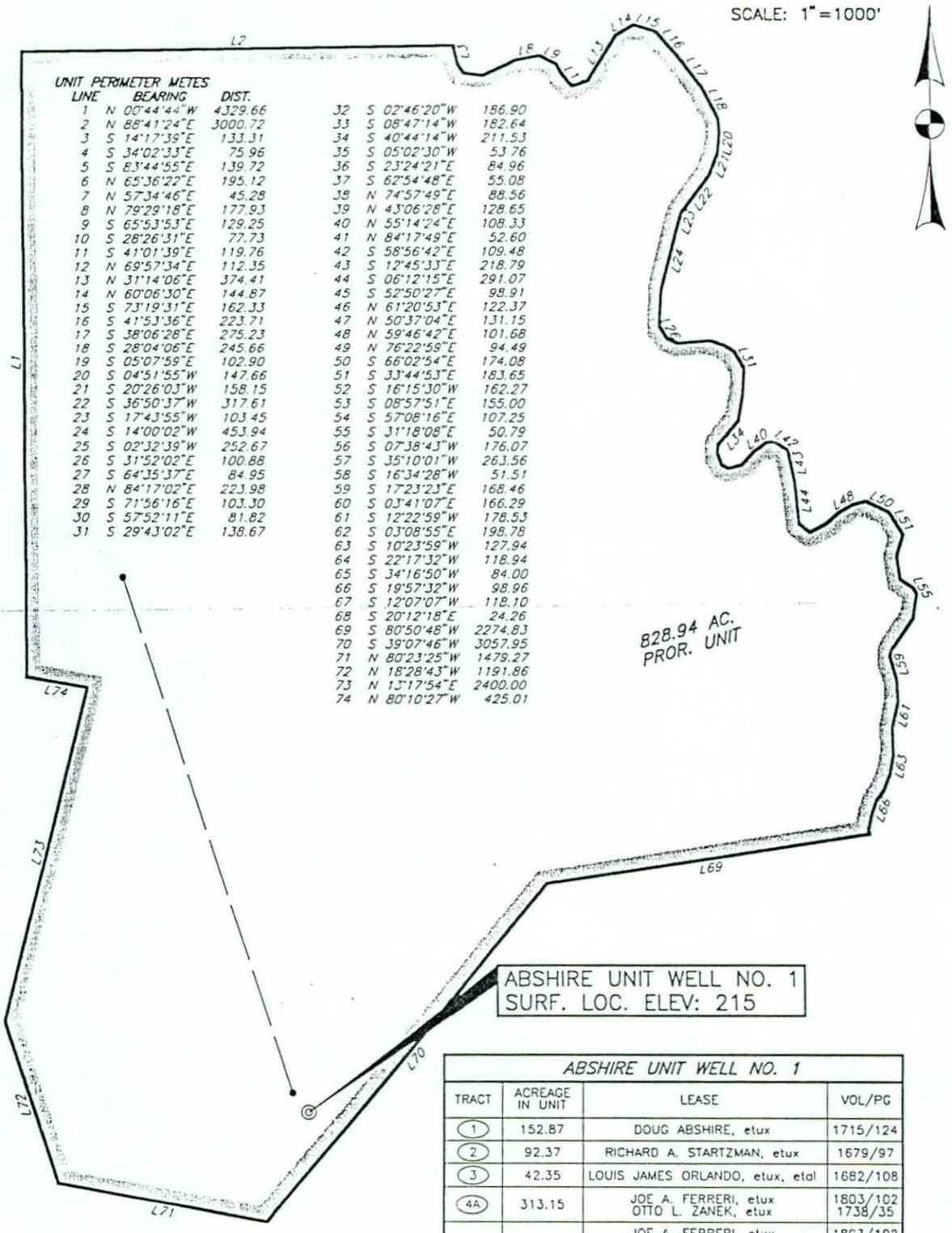
BY: S.M. KLING R.P.L.S. NO. 2003

SCALE: 1"=1000' JULY, 1994

H:\DWG1\041\MILL1.DWG

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

SCALE: 1"=1000'



UNIT PERIMETER METES

LINE	BEARING	DIST.
1	N 00°44'44"W	4329.66
2	N 88°41'24"E	3000.72
3	S 14°17'39"E	133.31
4	S 34°02'33"E	75.96
5	S 83°44'55"E	139.72
6	N 65°36'22"E	195.12
7	N 57°34'46"E	45.28
8	N 79°29'18"E	177.93
9	S 65°53'53"E	129.25
10	S 28°26'31"E	77.73
11	S 41°01'39"E	119.76
12	N 69°57'34"E	112.35
13	N 31°14'06"E	374.41
14	N 60°06'30"E	144.87
15	S 73°19'31"E	162.33
16	S 41°53'36"E	223.71
17	S 38°06'28"E	275.23
18	S 28°04'06"E	245.66
19	S 05°07'59"E	102.90
20	S 04°51'55"W	147.66
21	S 20°26'03"W	158.15
22	S 36°50'37"W	317.61
23	S 17°43'55"W	103.45
24	S 14°00'02"W	453.94
25	S 02°32'39"W	252.67
26	S 31°52'02"E	100.88
27	S 64°35'37"E	84.95
28	N 84°17'02"E	223.98
29	S 71°56'16"E	103.30
30	S 57°52'11"E	81.82
31	S 29°43'02"E	138.67
32	S 02°46'20"W	186.90
33	S 08°47'14"W	182.64
34	S 40°44'14"W	211.53
35	S 05°02'30"W	53.76
36	S 23°24'21"E	84.96
37	S 62°54'48"E	55.08
38	N 74°57'49"E	88.56
39	N 43°06'28"E	128.65
40	N 55°14'24"E	108.33
41	N 84°17'49"E	52.60
42	S 58°56'42"E	109.48
43	S 12°45'33"E	218.79
44	S 06°12'15"E	291.07
45	S 52°50'27"E	98.91
46	N 61°20'53"E	122.37
47	N 50°37'04"E	131.15
48	N 59°46'42"E	101.68
49	N 76°22'59"E	94.49
50	S 66°02'54"E	174.08
51	S 33°44'53"E	183.65
52	S 16°15'30"W	162.27
53	S 08°57'51"E	155.00
54	S 57°08'16"E	107.25
55	S 31°18'08"E	50.79
56	S 07°38'43"W	176.07
57	S 35°10'01"W	263.56
58	S 16°34'28"W	51.51
59	S 17°23'23"E	168.46
60	S 03°41'07"E	166.29
61	S 12°22'59"W	178.53
62	S 03°08'55"E	198.78
63	S 10°23'59"W	127.94
64	S 22°17'32"W	118.94
65	S 34°16'50"W	84.00
66	S 19°57'32"W	98.96
67	S 12°07'07"W	118.10
68	S 20°12'18"E	24.26
69	S 80°50'48"W	2274.83
70	S 39°07'46"W	3057.95
71	N 80°23'25"W	1479.27
72	N 18°28'43"W	1191.86
73	N 13°17'54"E	2400.00
74	N 80°10'27"W	425.01

ABSHIRE UNIT WELL NO. 1

TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
(1)	152.87	DOUG ABSHIRE, etux	1715/124
(2)	92.37	RICHARD A. STARTZMAN, etux	1679/97
(3)	42.35	LOUIS JAMES ORLANDO, etux, etal	1682/108
(4A)	313.15	JOE A. FERRERI, etux OTTO L. ZANEK, etux	1803/102 1738/35
(4B)	71.77	JOE A. FERRERI, etux OTTO L. ZANEK, etux WILLIAM BROOKE ANDERSON	1803/102 1738/35 1737/203
(4C)	6.61	JOE A. FERRERI, etux OTTO L. ZANEK, etux WILLIAM BROOKE ANDERSON	1803/102 1738/35 1737/203
(5)	31.51	LINDA DUGGER TALLEY WILLIAM BROOKE ANDERSON	– 1737/203
(6)	99.75	ALANE DUGGER DRYDEN WILLIAM BROOKE ANDERSON	– 1737/203
(7)	18.56	STATE OF TEXAS LSE# M-95404 –NAV. RIVER	2016/141
	828.94	TOTAL ACRES IN UNIT	

EXHIBIT "A"

ABSHIRE UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

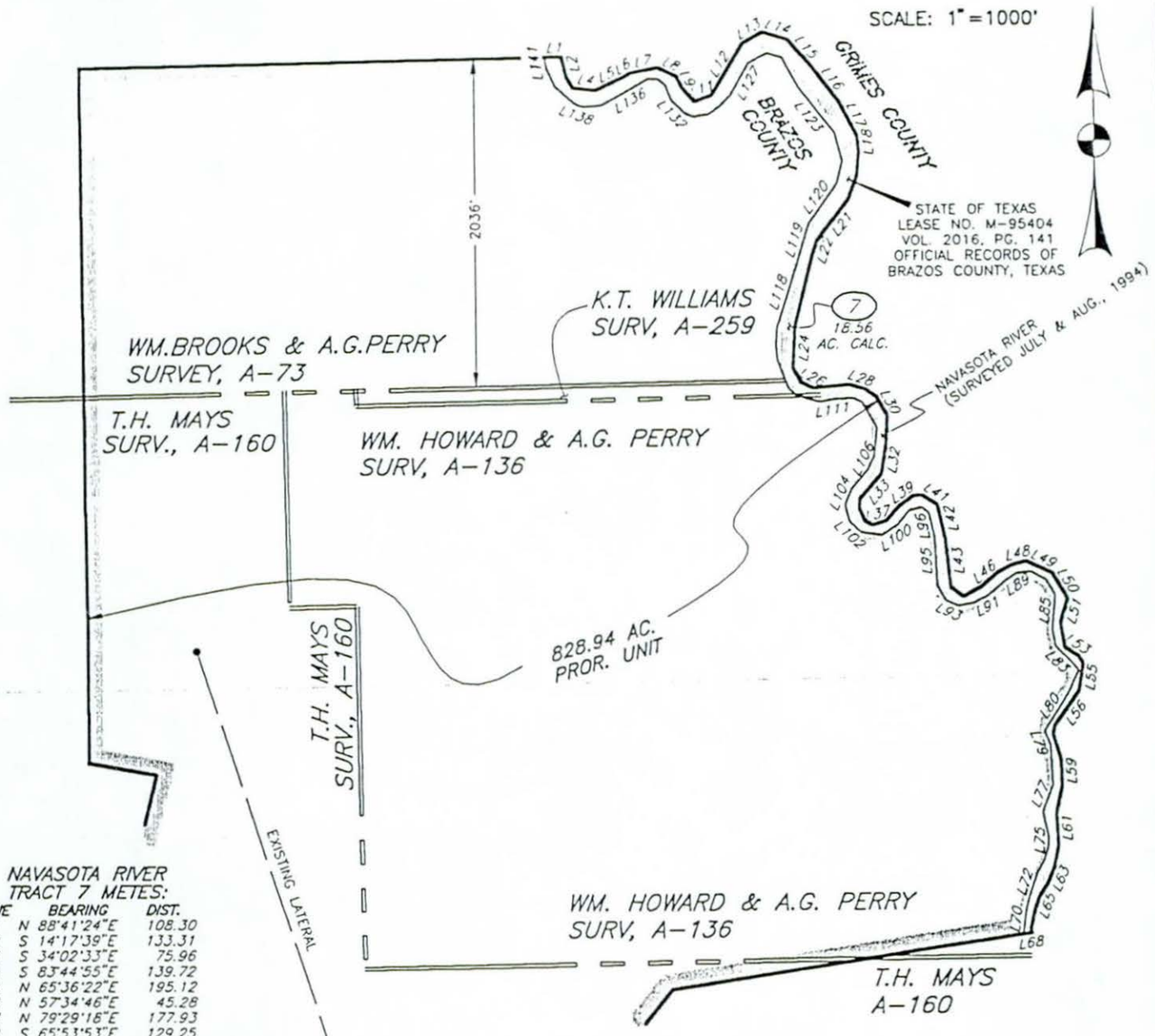
T.H. MAYS SURVEY, A–160
WM. BROOKS & A.G. PERRY SURVEY, A–73
WM. HOWARD & A.G. PERRY SURVEY, A–136
K.T. WILLIAMS SURVEY, A–259
BRAZOS COUNTY, TEXAS

PRORATION UNIT PLAT PREPARED: 09/13/94

SCALE: 1"=1000' JULY, 1994

H:\DWG1\041\MILL1.DWG

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS



NAVASOTA RIVER
TRACT 7 METES:

LINE	BEARING	DIST.
1	N 88°41'24"E	108.30
2	S 14°17'39"E	133.31
3	S 34°02'33"E	75.96
4	S 83°44'55"E	139.72
5	N 65°36'22"E	195.12
6	N 57°34'46"E	45.28
7	N 79°29'16"E	177.93
8	S 65°53'53"E	129.25
9	S 28°26'31"E	77.73
10	S 41°01'39"E	119.76
11	N 69°57'34"E	112.35
12	N 31°14'06"E	374.41
13	N 60°06'30"E	144.87
14	S 73°19'31"E	162.33
15	S 41°53'36"E	223.71
16	S 38°06'28"E	275.23
17	S 28°04'06"E	245.66
18	S 05°07'59"E	102.90
19	S 04°51'55"W	147.66
20	S 20°26'03"W	158.15
21	S 36°50'37"W	317.61
22	S 17°43'55"W	103.45
23	S 14°00'02"W	453.94
24	S 02°32'39"W	252.67
25	S 31°52'02"E	100.88
26	S 64°35'37"E	84.95
27	N 84°17'02"E	223.98
28	S 71°56'16"E	103.30
29	S 57°52'11"E	81.82
30	S 29°?'J2WE	138.67
31	S 02°46'20"W	186.90
32	S 08°47'14"W	182.64
33	S 40°44'14"W	211.53
34	S 05°02'30"W	53.76
35	S 23°24'21"E	84.96
36	S 62°54'48"E	55.08
37	N 74°57'49"E	88.56
38	N 43°06'28"E	128.65
39	N 55°14'24"E	108.33
40	N 84°17'49"E	52.60
41	S 58°56'42"E	109.48
42	S 12°45'33"E	218.79
43	S 06°12'15"E	291.07
44	S 52°50'27"E	98.91
45	N 61°20'53"E	122.37
46	N 50°37'04"E	131.15
47	N 59°46'42"E	101.68
48	N 76°22'59"E	94.49
49	S 66°02'54"E	174.08
50	S 33°44'53"E	183.65
51	S 16°15'30"W	162.27
52	S 08°57'51"E	155.00
53	S 57°08'16"E	107.25
54	S 31°18'08"E	50.79
55	S 07°38'43"W	176.07
56	S 35°10'01"W	263.56
57	S 16°34'28"W	51.51
58	S 17°23'23"E	168.46
59	S 03°41'07"E	166.29
60	S 12°22'59"W	176.53
61	S 03°08'55"E	198.78
62	S 10°23'59"W	127.94
63	S 22°17'32"W	118.94
64	S 34°16'50"W	84.00
65	S 19°57'32"W	98.96
66	S 12°07'07"W	116.10
67	S 20°12'18"E	24.26
68	S 80°50'48"W	50.95
69	N 18°16'02"W	13.25
70	N 06°20'29"E	134.39
71	N 13°08'56"E	77.57
72	N 18°41'55"E	169.92
73	N 28°30'49"E	85.42
74	N 19°29'44"E	96.30
75	N 00°07'21"W	56.55
76	N 13°46'25"W	156.03
77	N 21°18'24"E	177.58
78	N 03°42'24"W	251.57
79	N 21°43'13"W	95.59
60	N 32°09'41"E	280.71
81	N 23°51'03"E	152.45
82	N 38°30'18"W	72.00
83	N 47°24'52"W	136.11
84	N 10°40'16"W	109.01
85	N 05°21'41"E	217.91
86	N 31°18'14"W	109.74
87	N 61°52'50"W	108.00
88	S 82°22'06"W	88.50
89	S 57°27'59"W	84.61
90	S 50°50'13"W	141.37
91	S 61°46'07"W	101.58
92	S 79°23'52"W	93.72
93	N 64°48'33"W	87.63
94	N 29°20'47"W	101.58
95	N 02°58'27"W	290.48
96	N 12°24'29"W	153.60
97	N 50°31'35"W	55.61
98	S 75°44'39"W	85.43
99	S 39°09'30"W	111.60
100	S 57°49'30"W	120.44
101	N 81°08'29"W	131.03
102	N 48°49'12"W	97.97
103	N 15°25'47"W	103.74
104	N 22°02'33"E	110.03
105	N 40°36'33"E	154.41
106	N 26°45'54"E	92.09
107	N 05°58'24"E	184.38
108	N 30°02'09"W	188.84
109	N 66°25'01"W	58.94
110	S 86°58'04"W	102.62
111	S 80°06'06"W	103.50
112	N 74°32'56"W	101.66
113	N 70°21'18"W	64.35
114	N 45°52'52"W	54.68
115	N 21°44'52"W	192.82
116	N 03°53'51"W	92.87
117	N 01°36'50"E	100.00
118	N 17°39'10"E	411.92
119	N 16°33'05"E	269.29
120	N 34°43'23"E	304.39
121	N 13°10'11"E	143.67
122	N 15°30'00"W	183.30
123	N 38°16'51"W	358.28
124	N 29°55'26"W	212.34
125	N 73°21'24"W	93.34
126	S 62°19'18"W	133.48
127	S 28°45'08"W	229.36
128	S 44°37'45"W	95.05
129	S 56°43'18"W	84.63
130	S 81°17'49"W	94.31
131	N 67°48'44"W	60.61
132	N 46°10'36"W	116.24
133	N 22°09'47"W	104.29
134	N 51°56'23"W	58.38
135	S 88°27'29"W	64.52
136	S 60°28'17"W	334.57
137	S 86°15'16"W	117.51
138	N 71°30'34"W	54.85
139	N 47°21'16"W	167.88
140	N 26°54'49"W	119.50
141	N 10°14'54"W	73.21

NAVASOTA RIVER
TRACT 7 METES

ABSHIRE UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

T.H. MAYS SURVEY, A-160
WM. BROOKS & A.G. PERRY SURVEY, A-73
WM. HOWARD & A.G. PERRY SURVEY, A-136
K.T. WILLIAMS SURVEY, A-259
BRAZOS COUNTY, TEXAS

NOTES:

1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.

SCALE: 1"=1000' SEPT., 1994

H:\DWG1\041\MILL1.DWG

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

Form P-15
(5-5-71)

STATEMENT OF PRODUCTIVITY OF ACREAGE ASSIGNED TO PRORATION UNITS

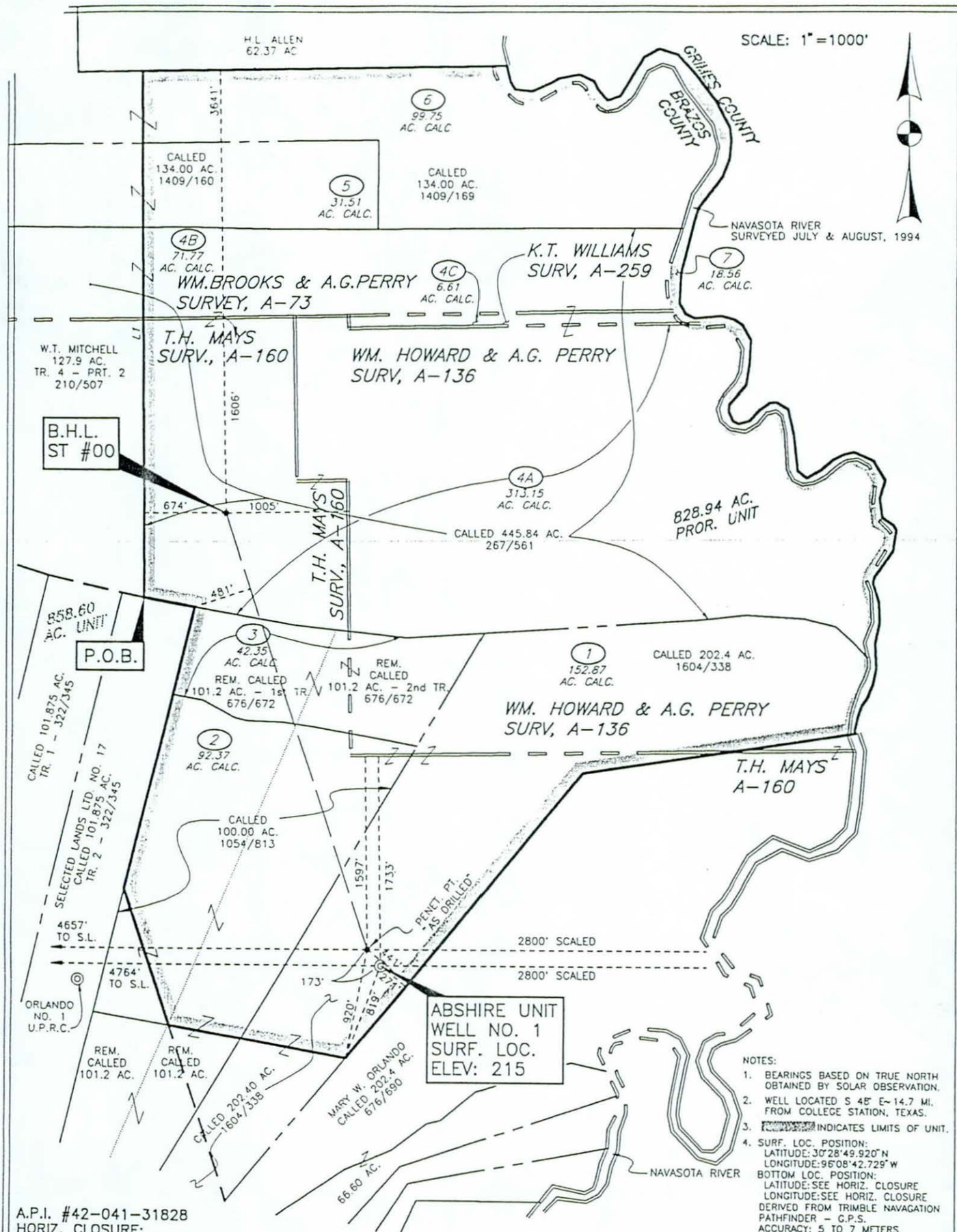
The undersigned states that he is authorized to make this statement; that he has knowledge of the facts concerning the Union Pacific Resources Company (OPERATOR). Abshire Unit (LEASE). No. 1 (WELL); that such well is completed in the Giddings (Austin Chalk, Gas) Field, Brazos County, Texas and that the acreage claimed, and assigned to such well for proration purposes as authorized by special rule and as shown on the attached certified plat embraces 828.94 acres which can reasonably be considered to be productive of hydrocarbons.

– CERTIFICATE –

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

Date 10-18-94 Signature Wanda Bartell /Wanda Bartell

Telephone (817) 877-7941 (AREA CODE) Title Regulatory Analyst



NOTES:

1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED S 48° E~14.7 MI. FROM COLLEGE STATION, TEXAS.
3. [redacted] INDICATES LIMITS OF UNIT.
4. SURF. LOC. POSITION:
   LATITUDE: 30°28'49.920" N
   LONGITUDE: 96°08'42.729" W
   BOTTOM LOC. POSITION:
   LATITUDE: SEE HORIZ. CLOSURE
   LONGITUDE: SEE HORIZ. CLOSURE
   DERIVED FROM TRIMBLE NAVAGATION PATHFINDER - G.P.S.
   ACCURACY: 5 TO 7 METERS.
5. SEE EXHIBIT "A" FOR ACREAGE TABLE AND UNIT PERIMETER METES.

A.P.I. #42-041-31828
HORIZ. CLOSURE:
N 18°35' W~3782'

"AS DRILLED" PRORATION UNIT PLAT

ABSHIRE UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

T.H. MAYS SURVEY, A-160
WM. BROOKS & A.G. PERRY SURVEY, A-73
WM. HOWARD & A.G. PERRY SURVEY, A-136
K.T. WILLIAMS SURVEY, A-259
BRAZOS COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
S.M. KLING
2003
PROFESSIONAL
LAND SURVEYOR

PRORATION UNIT PLAT PREPARED: 09/13/94

THIS PLAT PREPARED FROM DEED RECORDS & PARTIAL SURVEY: JULY, 1994

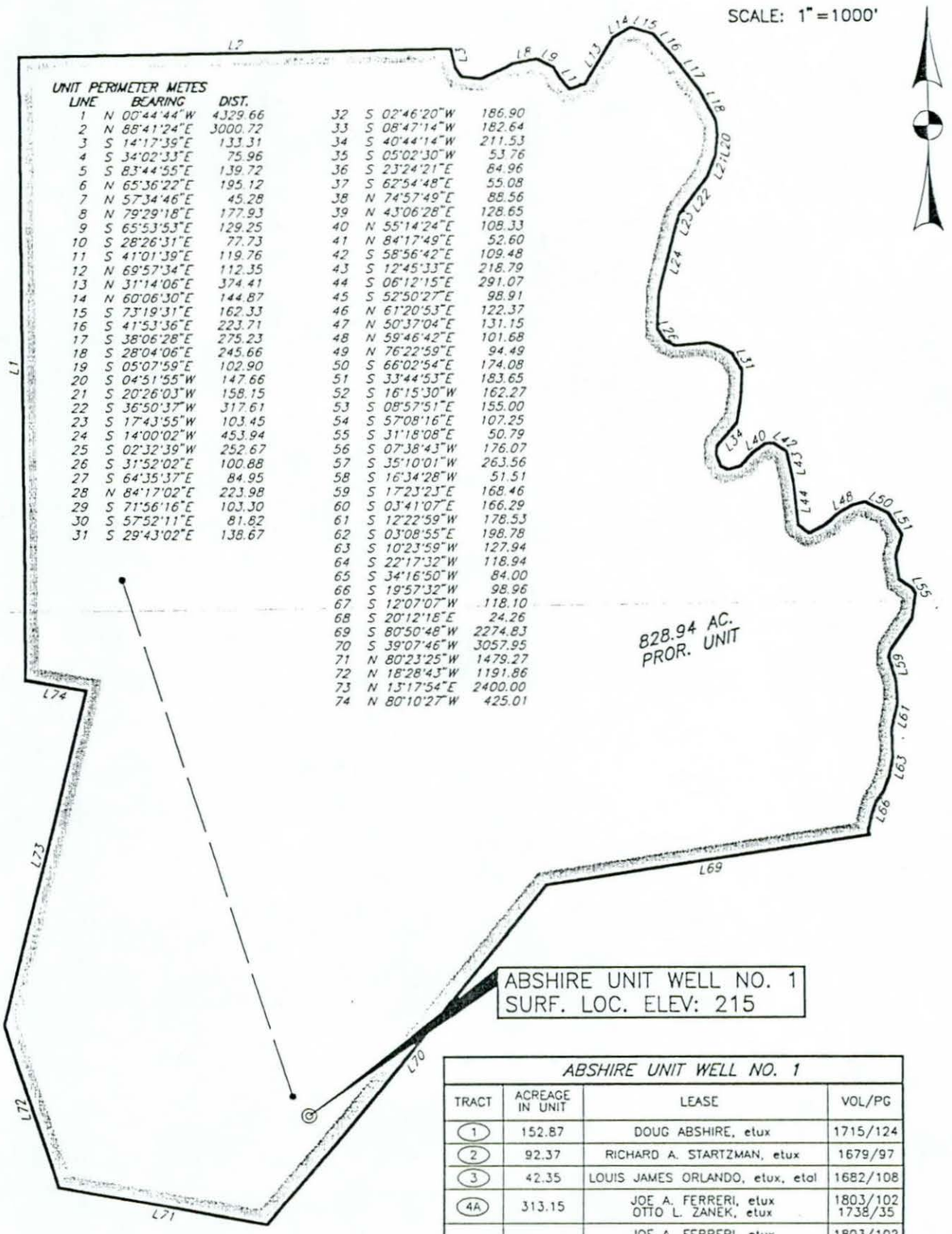
BY: S.M. KLING R.P.L.S. NO. 2003

SCALE: 1"=1000' JULY, 1994

H:\DWG1\041\MILL1.DWG

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

SCALE: 1"=1000'



UNIT PERIMETER METES

LINE	BEARING	DIST.
1	N 00°44'44"W	4329.66
2	N 88°41'24"E	3000.72
3	S 14°17'39"E	133.31
4	S 34°02'33"E	75.96
5	S 83°44'55"E	139.72
6	N 65°36'22"E	195.12
7	N 57°34'46"E	45.28
8	N 79°29'18"E	177.93
9	S 65°53'53"E	129.25
10	S 28°26'31"E	77.73
11	S 41°01'39"E	119.76
12	N 69°57'34"E	112.35
13	N 31°14'06"E	374.41
14	N 60°06'30"E	144.87
15	S 73°19'31"E	162.33
16	S 41°53'36"E	223.71
17	S 38°06'28"E	275.23
18	S 28°04'06"E	245.66
19	S 05°07'59"E	102.90
20	S 04°51'55"W	147.66
21	S 20°26'03"W	158.15
22	S 36°50'37"W	317.61
23	S 17°43'55"W	103.45
24	S 14°00'02"W	453.94
25	S 02°32'39"W	252.67
26	S 31°52'02"E	100.88
27	S 64°35'37"E	84.95
28	N 84°17'02"E	223.98
29	S 71°56'16"E	103.30
30	S 57°52'11"E	81.82
31	S 29°43'02"E	138.67
32	S 02°46'20"W	186.90
33	S 08°47'14"W	182.64
34	S 40°44'14"W	211.53
35	S 05°02'30"W	53.76
36	S 23°24'21"E	84.96
37	S 62°54'48"E	55.08
38	N 74°57'49"E	88.56
39	N 43°06'28"E	128.65
40	N 55°14'24"E	108.33
41	N 84°17'49"E	52.60
42	S 58°56'42"E	109.48
43	S 12°45'33"E	218.79
44	S 06°12'15"E	291.07
45	S 52°50'27"E	98.91
46	N 61°20'53"E	122.37
47	N 50°37'04"E	131.15
48	N 59°46'42"E	101.68
49	N 76°22'59"E	94.49
50	S 66°02'54"E	174.08
51	S 33°44'53"E	183.65
52	S 16°15'30"W	162.27
53	S 08°57'51"E	155.00
54	S 57°08'16"E	107.25
55	S 31°18'08"E	50.79
56	S 07°38'43"W	176.07
57	S 35°10'01"W	263.56
58	S 16°34'28"W	51.51
59	S 17°23'23"E	168.46
60	S 03°41'07"E	166.29
61	S 12°22'59"W	178.53
62	S 03°08'55"E	198.78
63	S 10°23'59"W	127.94
64	S 22°17'32"W	118.94
65	S 34°16'50"W	84.00
66	S 19°57'32"W	98.96
67	S 12°07'07"W	118.10
68	S 20°12'18"E	24.26
69	S 80°50'48"W	2274.83
70	S 39°07'46"W	3057.95
71	N 80°23'25"W	1479.27
72	N 18°28'43"W	1191.86
73	N 13°17'54"E	2400.00
74	N 80°10'27"W	425.01

ABSHIRE UNIT WELL NO. 1

TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
(1)	152.87	DOUG ABSHIRE, etux	1715/124
(2)	92.37	RICHARD A. STARTZMAN, etux	1679/97
(3)	42.35	LOUIS JAMES ORLANDO, etux, etal	1682/108
(4A)	313.15	JOE A. FERRERI, etux OTTO L. ZANEK, etux	1803/102 1738/35
(4B)	71.77	JOE A. FERRERI, etux OTTO L. ZANEK, etux WILLIAM BROOKE ANDERSON	1803/102 1738/35 1737/203
(4C)	6.61	JOE A. FERRERI, etux OTTO L. ZANEK, etux WILLIAM BROOKE ANDERSON	1803/102 1738/35 1737/203
(5)	31.51	LINDA DUGGER TALLEY WILLIAM BROOKE ANDERSON	– 1737/203
(6)	99.75	ALANE DUGGER DRYDEN WILLIAM BROOKE ANDERSON	– 1737/203
(7)	18.56	STATE OF TEXAS LSE# M-95404 –NAV. RIVER	2016/141
	828.94	TOTAL ACRES IN UNIT	

EXHIBIT "A"

ABSHIRE UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

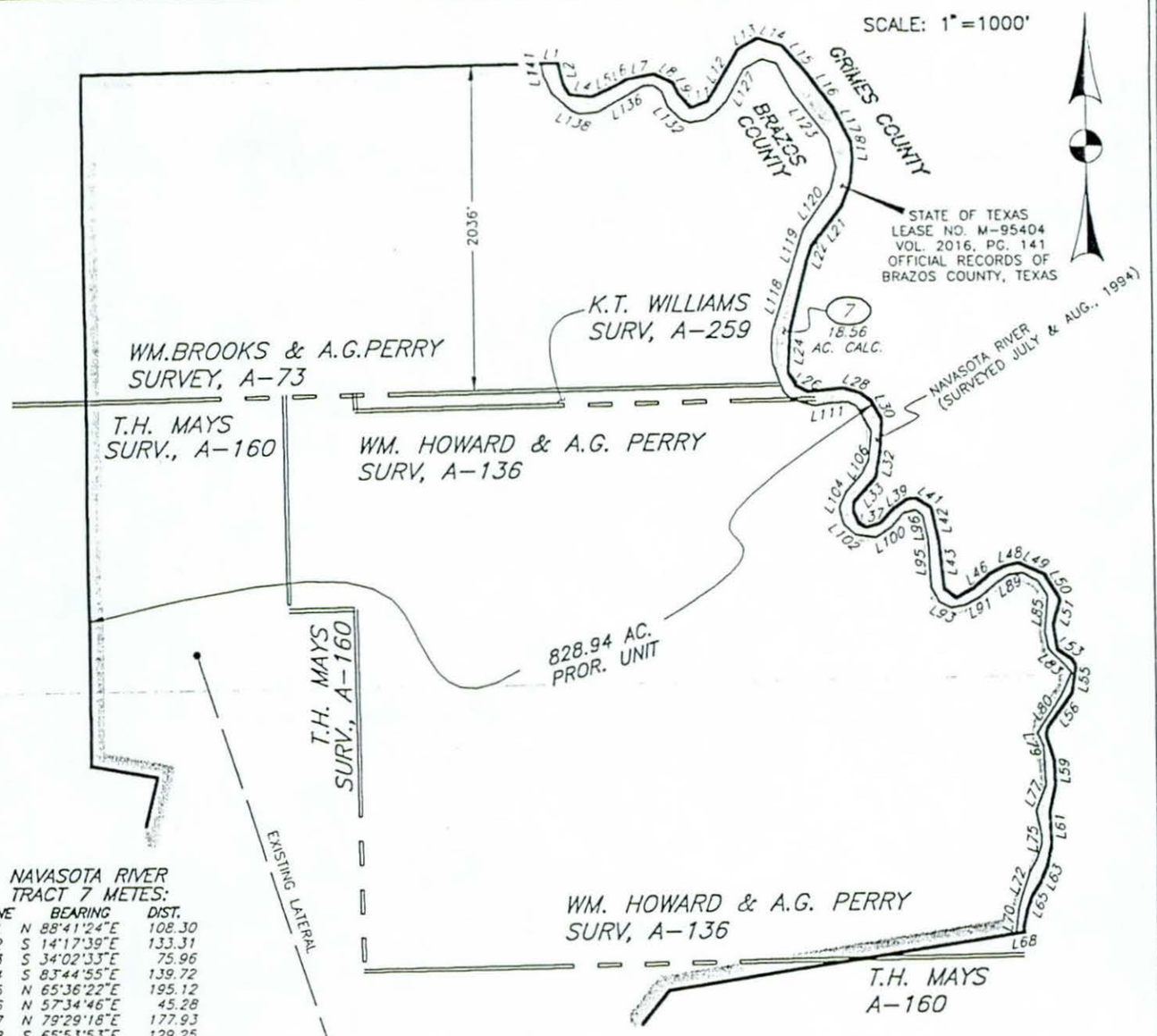
T.H. MAYS SURVEY, A–160
WM. BROOKS & A.G. PERRY SURVEY, A–73
WM. HOWARD & A.G. PERRY SURVEY, A–136
K.T. WILLIAMS SURVEY, A–259
BRAZOS COUNTY, TEXAS

PRORATION UNIT PLAT PREPARED: 09/13/94

SCALE: 1"=1000' JULY, 1994

H:\DWG1\041\MILL1.DWG

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS



NAVASOTA RIVER
TRACT 7 METES:

LINE	BEARING	DIST.
1	N 88°41'24"E	108.30
2	S 14°17'39"E	133.31
3	S 34°02'33"E	75.96
4	S 83°44'55"E	139.72
5	N 65°36'22"E	195.12
6	N 57°34'46"E	45.28
7	N 79°29'18"E	177.93
8	S 65°53'53"E	129.25
9	S 28°26'31"E	77.73
10	S 41°01'39"E	119.76
11	N 69°57'34"E	112.35
12	N 31°14'06"E	374.41
13	N 60°06'30"E	144.87
14	S 73°19'31"E	162.33
15	S 41°53'36"E	223.71
16	S 38°06'28"E	275.23
17	S 28°04'06"E	245.66
18	S 05°07'59"E	102.90
19	S 04°51'55"W	147.66
20	S 20°26'03"W	158.15
21	S 36°50'37"W	317.61
22	S 17°43'55"W	103.45
23	S 14°00'02"W	453.94
24	S 02°32'39"W	252.67
25	S 31°52'02"E	100.88
26	S 64°35'37"E	84.95
27	N 84°17'02"E	223.98
28	S 71°56'16"E	103.30
29	S 57°52'11"E	81.82
30	S 29°02WE	136.67
31	S 02°46'20"W	186.90
32	S 08°47'14"W	182.64
33	S 40°44'14"W	211.53
34	S 05°02'30"W	53.76
35	S 23°24'21"E	84.96
36	S 62°54'48"E	55.08
37	N 74°57'49"E	88.56
38	N 43°06'28"E	128.65
39	N 55°14'24"E	108.33
40	N 84°17'49"E	52.60
41	S 58°56'42"E	109.48
42	S 12°45'33"E	218.79
43	S 06°12'15"E	291.07
44	S 52°50'27"E	98.91
45	N 61°20'53"E	122.37
46	N 50°37'04"E	131.15
47	N 59°46'42"E	101.68
48	N 76°22'59"E	94.49
49	S 66°02'54"E	174.08
50	S 33°44'53"E	183.65
51	S 16°15'30"W	162.27
52	S 08°57'51"E	155.00
53	S 57°08'16"E	107.25
54	S 31°18'08"E	50.79
55	S 07°38'43"W	176.07
56	S 35°10'01"W	263.56
57	S 16°34'28"W	51.51
58	S 17°23'23"E	168.46
59	S 03°41'07"E	166.29
60	S 12°22'59"W	176.53
61	S 03°08'55"E	198.78
62	S 10°23'59"W	127.94
63	S 22°17'32"W	118.94
64	S 34°16'50"W	84.00
65	S 19°57'32"W	98.96
66	S 12°07'07"W	118.10
67	S 20°12'18"E	24.26
68	S 80°50'48"W	50.95
69	N 18°16'02"W	13.25
70	N 06°20'29"E	134.39
71	N 13°08'56"E	77.57
72	N 18°41'55"E	169.92
73	N 28°30'49"E	85.42
74	N 19°29'44"E	96.30
75	N 00°07'21"W	56.55
76	N 13°46'25"W	156.03
77	N 21°18'24"E	177.58
78	N 03°42'24"W	251.57
79	N 21°43'13"W	95.59
80	N 32°09'41"E	280.71
81	N 23°51'03"E	152.45
82	N 38°30'18"W	72.00
83	N 47°24'52"W	136.11
84	N 10°40'16"W	109.01
85	N 05°21'41"E	217.91
86	N 31°18'14"W	109.74
87	N 61°52'50"W	108.00
88	S 82°22'06"W	88.50
89	S 57°27'59"W	84.61
90	S 50°50'13"W	141.37
91	S 61°46'07"W	101.58
92	S 79°23'52"W	93.72
93	N 64°48'33"W	87.63
94	N 29°20'47"W	101.58
95	N 02°58'27"W	290.48
96	N 12°24'29"W	153.60
97	N 50°31'35"W	55.61
98	S 75°44'39"W	85.43
99	S 39°09'30"W	111.60
100	S 57°49'30"W	120.44
101	N 81°05'29"W	131.03
102	N 48°49'12"W	97.97
103	N 15°25'47"W	103.74
104	N 22°02'33"E	110.03
105	N 40°36'33"E	154.41
106	N 26°45'54"E	92.09
107	N 05°58'24"E	184.38
108	N 30°02'09"W	188.84
109	N 66°25'01"W	58.94
110	S 86°58'04"W	102.62
111	S 80°06'06"W	103.50
112	N 74°32'56"W	101.66
113	N 70°21'18"W	64.35
114	N 45°52'52"W	54.68
115	N 21°44'52"W	192.82
116	N 03°53'51"W	92.87
117	N 01°36'50"E	100.00
118	N 17°39'10"E	411.92
119	N 16°33'05"E	269.29
120	N 34°43'23"E	304.39
121	N 13°10'11"E	143.67
122	N 15°30'00"W	183.30
123	N 38°16'51"W	358.28
124	N 29°55'26"W	212.34
125	N 73°21'24"W	93.34
126	S 62°19'18"W	133.48
127	S 28°45'08"W	229.36
128	S 44°37'45"W	95.05
129	S 56°43'18"W	84.63
130	S 81°17'49"W	94.31
131	N 67°48'44"W	60.61
132	N 46°10'36"W	116.24
133	N 22°09'47"W	104.29
134	N 51°56'23"W	58.38
135	S 88°27'29"W	64.52
136	S 60°28'17"W	334.57
137	S 86°15'16"W	117.51
138	N 71°30'34"W	54.85
139	N 47°21'16"W	167.88
140	N 26°54'49"W	119.50
141	N 10°14'54"W	73.21

NAVASOTA RIVER
TRACT 7 METES

ABSHIRE UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

T.H. MAYS SURVEY, A-160
WM. BROOKS & A.G. PERRY SURVEY, A-73
WM. HOWARD & A.G. PERRY SURVEY, A-136
K.T. WILLIAMS SURVEY, A-259
BRAZOS COUNTY, TEXAS

NOTES:

1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.

SCALE: 1"=1000' SEPT., 1994

H:\DWG1\041\MILL1.DWG

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

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

Form W-15
Cementing Report
Rev. 4/1/83
483-045

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

1. Operator's Name (As shown on Form P-5, Organization Report)	2. RRC Operator No.	3. RRC District No.	4. County of Well Site
Union Pacific Resources Company	876645	03	Brazos

5. Field Name (Wildcat or exactly as shown on RRC records)	6. API No.	7. Drilling Permit No.
Giddings (Austin Chalk, Gas)	42-041-31828	426053

8. Lease Name	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No.
Abshire Unit			1

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date		8-5-94					
13. •Drilled hole size		14 3/4"					
•Est. % wash or hole enlargement							
14. Size of casing (in. O.D.)		10 3/4"					
15. Top of liner (ft.)							
16. Setting depth (ft.)		2,545'					
17. Number of centralizers used		14					
18. Hrs. waiting on cement before drill-out		24					
1st Slurry	19. API cement used: No. of sacks ▶	1042					
	Class ▶	A					
	Additives ▶	3% A-5 + 2% A-2 + ¼#/sk CelloFlake					
2nd Slurry	No. of sacks ▶	302					
	Class ▶	A					
	Additives ▶	Neat					
3rd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
1st	20. Slurry pumped: Volume (cu. ft.) ▶	2813.4					
	Height (ft.) ▶	5057.3					
2nd	Volume (cu. ft.) ▶	358.7					
	Height (ft.) ▶	625					
3rd	Volume (cu. ft.) ▶						
	Height (ft.) ▶						
Total	Volume (cu. ft.) ▶	3172.1					
	Height (ft.) ▶	5682.3					
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?		YES					

22. Remarks

OVER ▶

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

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

Sol Jimenez/Service Supervisor	BJ Services	
Name and title of cementer's representative	Cementing Company	Signature

1680 Independence	Bryan, Texas 77803	409-779-8125	8-5-94
Address	City, State, Zip Code	Tel.: Area Code Number	Date: mo. day yr.

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

Wanda Bartell	Regulatory Analyst	Wanda Bartell
Typed or printed name of operator's representative	Title	Signature

P.O. Box 7 - MS/3006	Ft. Worth, TX 76101-0007	(817) 877-7941	10-18-94
Address	City, State, Zip Code	Tel.: Area Code Number	Date: mo. day yr.

Instructions to Form W-15, Cementing Report

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

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

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

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

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

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

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

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

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

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

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

Form W-15
Cementing Report
Rev. 4/1/83
483-045

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

1. Operator's Name (As shown on Form P-5, Organization Report)	2. RRC Operator No.	3. RRC District No.	4. County of Well Site
Union Pacific Resources Company	876645	03	Brazos

5. Field Name (Wildcat or exactly as shown on RRC records)	6. API No.	7. Drilling Permit No.
Giddings (Austin Chalk, Gas)	42- 041-31828	426053

8. Lease Name	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No.
Abshire Unit			1

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date			8-18-94				
13. •Drilled hole size			9 7/8"				
•Est. % wash or hole enlargement							
14. Size of casing (in. O.D.)			7 5/8"				
15. Top of liner (ft.)							
16. Setting depth (ft.)			11,984'				
17. Number of centralizers used			7				
18. Hrs. waiting on cement before drill-out			24				
1st Slurry	19. API cement used: No. of sacks ▶		413				
	Class ▶		35:65:6 (FA:A:GEL)				
	Additives ▶		+ .30% R-3				
2nd Slurry	No. of sacks ▶		336				
	Class ▶		H				
	Additives ▶		35% S-8 + .55% R-3				
3rd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
1st	20. Slurry pumped: Volume (cu. ft.) ▶		644				
	Height (ft.) ▶		3000				
2nd	Volume (cu. ft.) ▶		483.84				
	Height (ft.) ▶		2135				
3rd	Volume (cu. ft.) ▶						
	Height (ft.) ▶						
Total	Volume (cu. ft.) ▶		1127.84				
	Height (ft.) ▶		5135				
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?			NO				

22. Remarks

OVER ▶

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

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

David Ratke/Service Supervisor	BJ Services	
Name and title of cementer's representative	Cementing Company	Signature

1680 Independence	Bryan, Texas 77803	409-779-8125	8-18-94
Address	City, State, Zip Code	Tel.: Area Code Number	Date: mo. day yr.

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

Wanda Bartell	Regulatory Analyst	Wanda Bartell
Typed or printed name of operator's representative	Title	Signature

P.O. Box 7 - MS/3006	Ft. Worth, TX 76101-0007	(817) 877-7941	10-18-94
Address	City, State, Zip Code	Tel.: Area Code Number	Date: mo. day yr.

Instructions to Form W-15, Cementing Report

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

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

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

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

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

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

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

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

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

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

(14) M-95404

Completion Reports well #1

FILED: 2-21-95

DO NOT DESTROY

MEMO
GLO-36-11-97

Temp. Unit #2344

Operator Union Pacific Resources Co
Unit Name Moon Unit No. 1
County Brazos & Grimes
Effective Date _____
Unitized for: Oil ___ Gas ___ Oil & Gas ✓

1. M.F. No. 95404
Area Navasota River Tr. 20
Sec. ___ Blk. ___ Survey _____
24.36 / 662.76 = .036756 x 1/4 = .25 __.9189 % .009189

2. M.F. No. _____
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
_____ x _____ __._____%

3. M.F. No. _____
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
_____ x _____ __._____%

4. M.F. No. _____
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
_____ x _____ __._____%

REMARKS:
Keyed 4/30/98 MT.

INACTIVE

Prepared by: E. GARZA | Date 04-10-98

TEMP.

POOLING COMMITTEE REPORT

TO: SCHOOL LAND BOARD

DATE: December 6, 1994

OPERATOR: Union Pacific Resources Co. **COUNTY:** Brazos & Grimes

UNIT NAME: Moon Unit No. 1 **FIELD:** Giddings (Austin Chalk-3)

STATE LEASE(S) IN UNIT

Lease *Type	State Number	State Royalty	Expiration Date	Term Year	Acres	Acres In Unit	Lessee of Record
SF	M-95404	1/4 **	10-19-96	3	95.00	24.36	UPRC

** Subject to Royalty Reduction clause in the state lease

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

PRIVATE ACRES: 638.40
STATE ACRES: 24.36
TOTAL UNIT ACRES: 662.76

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 3.67%
State Unit Royalty 0.73%

Railroad Commission Rules:
Spacing
Acreage Factor 100%

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

REMARKS:

. Union Pacific Resources Company is requesting temporary six month oil and gas pooling to all depths.

. The applicant is drilling a horizontal well to test the Austin Chalk Formation. The proposed unit well was spud on October 5, 1994.

. If the unit is approved, and the proposed unit well is completed and on-line by April 19, 1995, the applicant will earn a royalty reduction to 20%, making the state's unit royalty 0.73%.

. 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.

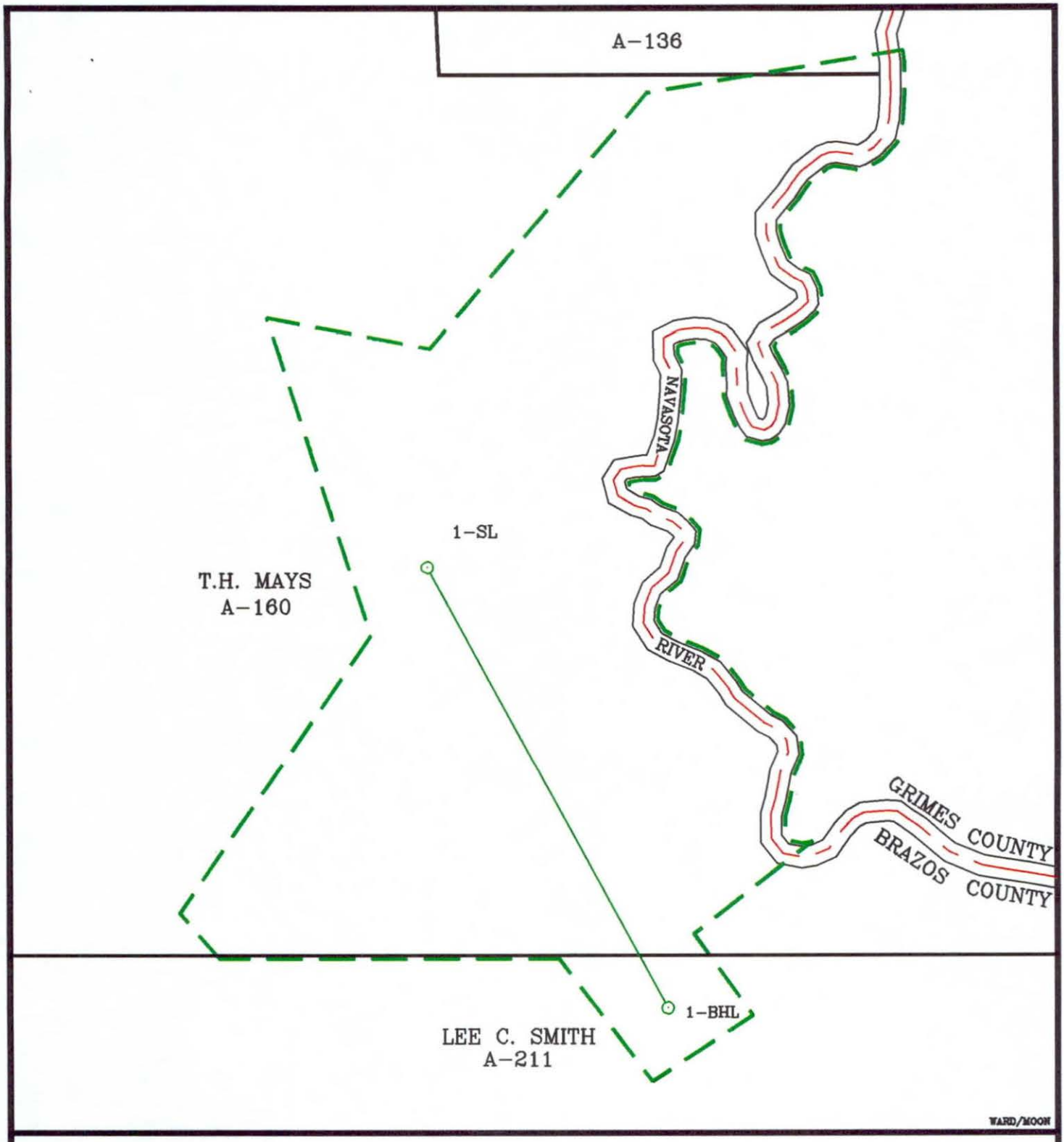
POOLING COMMITTEE RECOMMENDATION:

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

Jennifer Gilchrist

Jeffee Martinez-Vargas

Peter A. Boone



UNION PACIFIC RESOURCES COMPANY

MOON UNIT NO.1

GIDDINGS (AUSTIN CHALK-3) FIELD

BRAZOS & GRIMES COUNTIES

M-95404

(15) M-95404

Pooling Committee Rpt.

FILED: 3-2-95

TERM POOLING AGREEMENT
UNION PACIFIC RESOURCES COMPANY
MOON UNIT NO. 1
BRAZOS AND GRIMES COUNTIES, TEXAS

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

PURPOSES: 1.

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

UNIT DESCRIPTION: 2.

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

MINERAL POOLED: 3.

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

POOLING AND EFFECT: 4.

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

(a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

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

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. However, if any State Lease(s) described in Exhibit "A" attached hereto contain(s) provision 4(E) VARIABLE ROYALTY, and a unit well is not located on each such State Lease and a reduced royalty has not otherwise been earned, then a reduced royalty may be earned by unit production, but it shall only apply to the acreage and depths included within the unit and only for so long and insofar as said acreage and depths remain continuously within either a temporary unit or a permanent unit as approved by the School Land Board. Acreage and depths outside of the unitized area must earn a reduced royalty independently.

(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 662.76 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 December 6, 1994; 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.

Unless this agreement expires earlier pursuant to the terms of the respective leases included as a part of this Agreement, or on such other date approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns, this Agreement shall expire on June 6, 1995. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof which are contained in any State lease covered by this Agreement.

STATE LAND: 10.

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

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Brazos and Grimes 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 2/28/95

STATE OF TEXAS

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

Legal
Content
Geology
Execution

Date Executed 01/09/95

UNION PACIFIC RESOURCES COMPANY

By Carolyn J. David

Its Attorney-In-Fact

RLM
JB

ATTEST:

Date Executed 1-18-95

TORCH ENERGY ASSOCIATES LTD.

By _____

Its _____

Approval

ATTEST:

_____

Date Executed 1-18-95

NUEVO ENERGY COMPANY

By _____

Its _____

Approval

ATTEST:

_____

CERTIFICATE

I, Linda K. Fisher, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 6th day of December, 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 February, 1995.

Linda K. Fisher
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on January 9th 5, 1994, by Carolyn J. David as Attorney-in-Fact of Union Pacific Resources Company, a Delaware corporation, on behalf of said corporation.

CAROL A. COOK
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/19/97

Carol A. Cook
Notary Public in and for the
State of Texas

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on January 18, 1994, by Matthew S. Ramsey as Vice President of Torch Energy Associates Ltd., a Texas limited partnership, on behalf of said partnership.

STACY M. HUNTER
MY COMMISSION EXPIRES
November 8, 1997

Stacy M. Hunter
Notary Public in and for the
State of Texas

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on January 18, 1994, by Matthew S. Ramsey as Vice President of Nuevo Energy Company, a Delaware corporation, on behalf of said corporation.

STACY M. HUNTER
MY COMMISSION EXPIRES
November 8, 1997

Stacy M Hunter
Notary Public in and for the
State of Texas

Exhibit "A"

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

Lease #: TX1-46269
Lessor: Milton Albert Belveal, et ux
Lessee: Union Pacific Resources Company
Dated: December 15, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1730, Page 160

Lease #: TX1-46271(1)
Lessor: Milton A. Belveal, Sr., et ux
Lessee: Union Pacific Resources Company
Dated: December 15, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1711, Page 066

Lease #: TX1-46271(2)
Lessor: Sherwin W. Belveal
Lessee: Union Pacific Resources Company
Dated: December 28, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1715, Page 131

Lease #: TX1-46272
Lessor: Doug Abshire, et ux
Lessee: Union Pacific Resources Company
Dated: December 2, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1715, Page 124

Lease #: TX1-46274
Lessor: T. L. Pasket, et ux
Lessee: Union Pacific Resources Company
Dated: December 14, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1715, Page 152

Lease #: TX1-46278
Lessor: Sherwin Wayne Belveal
Lessee: Union Pacific Resources Company
Dated: December 28, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1730, Page 154

Lease #: TX1-46490
Lessor: Louis James Orlando, et ux
Lessee: Union Pacific Resources Company
Dated: November 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1679, Page 083

Lease #: TX1-46491
Lessor: Louis J. Orlando, et al
Lessee: Union Pacific Resources Company
Dated: November 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1682, Page 108

Lease #: TX1-46492
Lessor: Toni Orlando Harris, et al
Lessee: Union Pacific Resources Company
Dated: November 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1682, Page 112

Lease #: TX1-46610
Lessor: Mary W. Orlando
Lessee: Union Pacific Resources Company
Dated: November 17, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1686, Page 337

Lease #: TX1-46726
Lessor: Rock Bottom Ranch
Lessee: Union Pacific Resources Company
Dated: December 2, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1698, Page 072

Lease #: TX1-47002
Lessor: Larry J. Wisnoski, et ux
Lessee: Union Pacific Resources Company
Dated: December 15, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1734, Page 162

Lease #: TX1-47018
Lessor: Frank R. Chaves, et ux
Lessee: Union Pacific Resources Company
Dated: December 14, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1726, Page 249

Lease #: TX1-47028
Lessor: Milton Albert Belveal, Jr., et ux
Lessee: Union Pacific Resources Company
Dated: December 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1730, Page 148

Lease #: TX1-47144
Lessor: Myers Cattle & Land Company
Lessee: Union Pacific Resources Company
Dated: February 24, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1753, Page 333

Lease #: TX1-47145
Lessor: James M. Beamer, et ux
Lessee: Union Pacific Resources Company
Dated: March 2, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1746, Page 114

Lease #: TX1-48021
Lessor: Deborah Jo Curry
Lessee: Union Pacific Resources Company
Dated: January 4, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1803, Page 100

Lease #: TX1-62880
Lessor: George Washington Elliott, III, et ux
Lessee: Union Pacific Resources Company
Dated: March 9, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2117, Page 246

Lease #: TX1-62881
Lessor: Harold Anenberg, et ux
Lessee: Union Pacific Resources Company
Dated: March 9, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2117, Page 240

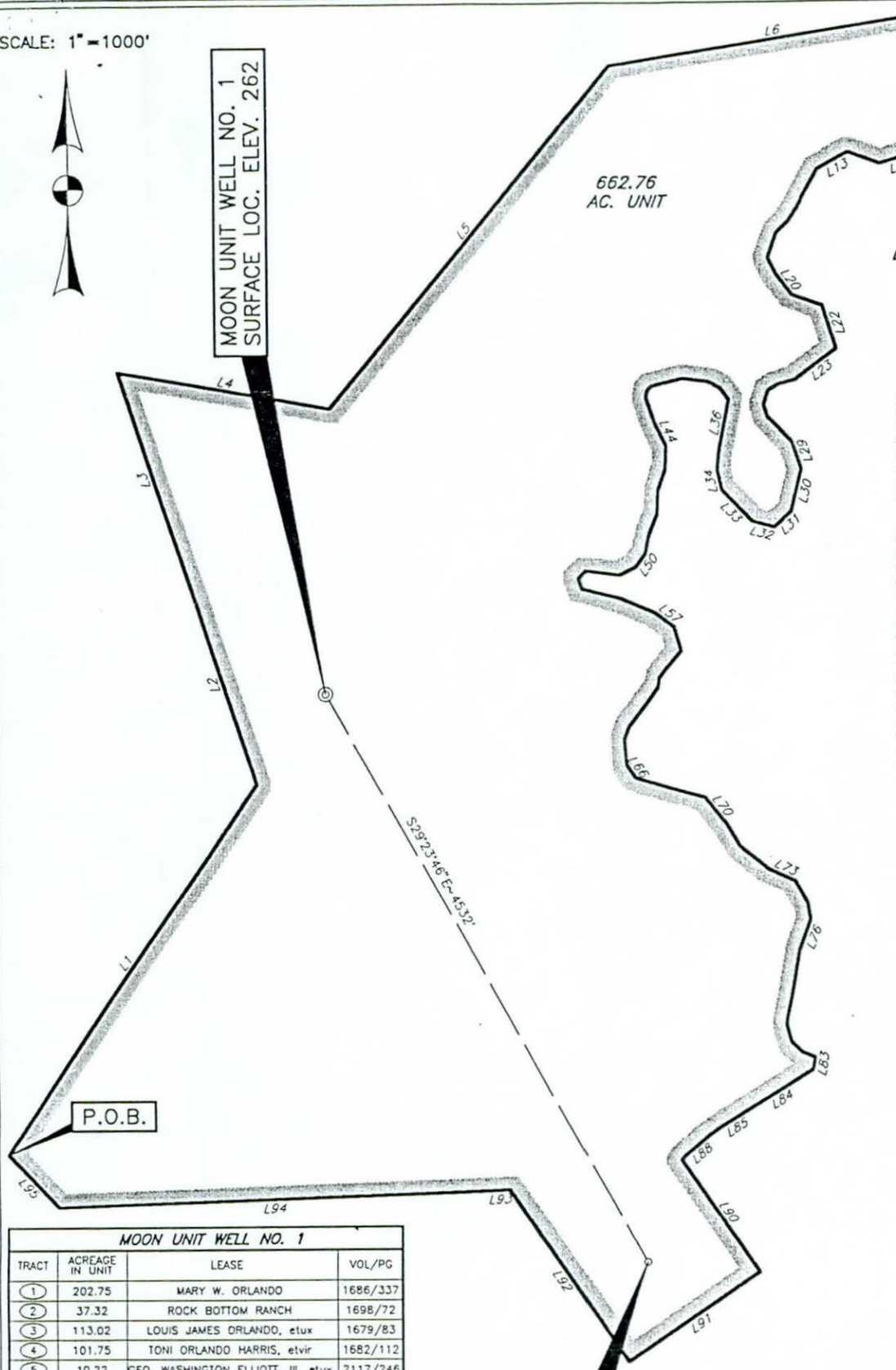
Lease #: TX1-62883
Lessor: Leanna Beth Fuqua, et al
Lessee: Union Pacific Resources Company
Dated: March 10, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2117, Page 252

Lease #: TX1-62884
Lessor: Richard B. Smith, et ux
Lessee: Union Pacific Resources Company
Dated: March 9, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2117, Page 270

Lease #: TX1-62977
Lessor: Bill J. Cooley, et ux
Lessee: Union Pacific Resources Company
Dated: April 21, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2123, Page 205

Lease #: TX1-63125
Lessor: Henry E. Craddock, et al
Lessee: Union Pacific Resources Company
Dated: March 10, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2144, Page 284

Lease #:	TX2-60571
Lessor:	State of Texas
Lessee:	Union Pacific Resources Company
Dated:	October 19, 1993
Filed:	Official Records of Brazos County, Texas
Recorded:	Volume 2016, Page 141
Filed:	Real Property Records of Grimes County, Texas
Recorded:	Volume 750, Page 779



UNIT PERIMETER METES

LINE	BEARING	DIST.
1	N 33°27'58"E	3100.00
2	N 18°28'43"W	1475.91
3	N 18°28'43"W	1524.44
4	S 80°23'25"E	1479.27
5	N 39°07'46"E	3057.95
6	N 80°50'48"E	2305.03
7	S 18°45'12"E	155.69
8	S 03°44'48"W	453.09
9	S 09°14'48"W	232.62
10	S 45°14'48"W	211.87
11	S 72°14'48"W	243.97
12	N 69°45'12"W	237.87
13	S 60°57'55"W	243.45
14	S 29°44'48"W	196.56
15	S 23°44'48"W	68.42
16	S 32°14'48"W	142.49
17	S 44°44'48"W	115.29
18	S 18°44'48"W	184.50
19	S 26°15'12"E	119.92
20	S 37°45'12"E	190.09
21	S 71°15'12"E	218.59
22	S 18°15'12"E	316.39
23	S 52°44'48"W	360.42
24	S 73°14'48"W	123.02
25	S 57°44'48"W	77.85
26	S 19°14'48"W	102.85
27	S 18°45'12"E	84.54
28	S 44°45'12"E	238.52
29	S 19°15'12"E	200.13
30	S 13°44'48"W	305.34
31	S 46°14'48"W	160.25
32	N 74°45'12"W	158.74
33	N 44°15'12"W	305.86
34	N 12°15'12"W	141.17
35	N 05°44'48"E	132.83
36	N 10°44'48"E	353.53
37	N 34°45'12"W	98.79
38	N 61°15'12"W	93.75
39	N 82°45'12"W	180.73
40	S 75°44'48"W	226.31
41	S 37°14'48"W	42.85
42	S 11°44'48"W	42.67
43	S 19°45'12"E	184.37
44	S 25°45'12"E	173.34
45	S 01°14'48"W	162.08
46	S 18°44'48"W	162.18
47	S 02°44'48"W	154.92
48	S 21°44'48"W	150.83
49	S 11°44'48"W	140.20
50	S 35°14'48"W	110.85
51	S 62°14'48"W	121.44
52	N 83°45'12"W	242.90
53	S 43°14'48"W	74.30
54	S 20°27'34"E	71.62
55	S 75°25'00"E	271.89
56	S 68°01'36"E	265.17
57	S 53°46'36"E	161.77
58	S 16°46'36"E	178.53
59	S 40°13'24"W	171.20
60	S 36°13'24"W	69.30
61	S 08°43'24"W	69.07
62	S 35°43'24"W	131.71
63	S 37°43'24"W	205.93
64	S 20°28'24"W	92.25
65	S 04°39'24"E	176.38
66	S 36°48'23"E	109.81
67	S 73°48'23"E	255.52
68	S 75°18'23"E	100.61
69	S 75°18'23"E	141.57
70	S 38°33'23"E	231.64
71	S 31°18'23"E	188.18
72	S 51°18'23"E	253.84
73	S 65°18'23"E	199.12
74	S 29°48'23"E	178.23
75	S 10°18'23"E	124.44
76	S 20°11'37"W	225.16
77	S 09°06'37"W	316.95
78	S 11°16'37"W	157.03
79	S 11°16'37"W	46.32
80	S 17°18'23"E	122.83
81	S 46°18'23"E	100.51
82	S 68°30'24"E	96.54
83	S 06°04'17"W	82.25
84	S 58°02'49"W	595.90
85	S 57°51'03"W	145.83
86	S 54°16'39"W	118.98
87	S 51°35'53"W	33.46
88	S 48°38'22"W	180.26
89	S 39°59'44"W	39.21
90	S 34°39'01"E	953.90
91	S 55°20'59"W	1100.00
92	N 34°39'01"W	1460.75
93	S 86°42'50"W	144.45
94	S 87°37'44"W	2956.26
95	N 43°56'14"W	509.36

MOON UNIT WELL NO. 1

TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
(1)	202.75	MARY W. ORLANDO	1686/337
(2)	37.32	ROCK BOTTOM RANCH	1698/72
(3)	113.02	LOUIS JAMES ORLANDO, etux	1679/83
(4)	101.75	TONI ORLANDO HARRIS, etvir	1682/112
(5)	10.22	GEO. WASHINGTON ELLIOTT, III, etux	2117/246
(6)	11.49	FRANK R. CHAVES, etux	1726/249
(7)	10.62	T.L. PASKET, etux	1715/152
(8)	10.16	HAROLD ANENBERG, etux	2117/240
(9)	10.36	DEBORAH J. CURRY	1803/100
(10)	11.18	RICHARD B. SMITH, etux	2117/270
(11)	5.15	HENRY E. CRADDOCK, etux	2144/284
(12)	0.97	BILL J. COOLEY, etux	2123/205
(13)	8.64	LEANNA BETH FUQUA	2117/252
(14)	8.13	LARRY J. WISNOSKI, etux	1734/162
(15)	10.24	MILTON ALBERT BELVEAL, Jr., etux	1730/148
(16)	10.42	SHERWIN WAYNE BELVEAL	1730/154
(17)	4.77	MILTON A. BELVEAL, Sr., etux	1711/66
(18)	18.27	DOUG ABSHIRE, etux	1715/124
(19)	4.56	LOIS J. ORLANDO, etux, etal	1682/108
(20)	24.36	STATE OF TEXAS (NAV. RIVER) LSE. NO. M-95404	2016/141
(21)	28.55	MYERS CATTLE & LAND CO., INC.	1753/333
(22)	8.93	JAMES M. BEAMER, etux	1746/114
(23)	10.90	MILTON ALBERT BELVEAL, etux	1730/160
	662.76	TOTAL ACRES IN UNIT	

EXHIBIT "A"

MOON UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

T.H. MAYS SURVEY, A-160

LEE C. SMITH SURVEY, A-211

Wm. HOWARD & A.G. PERRY SURVEY, A-136

BRAZOS COUNTY, TEXAS

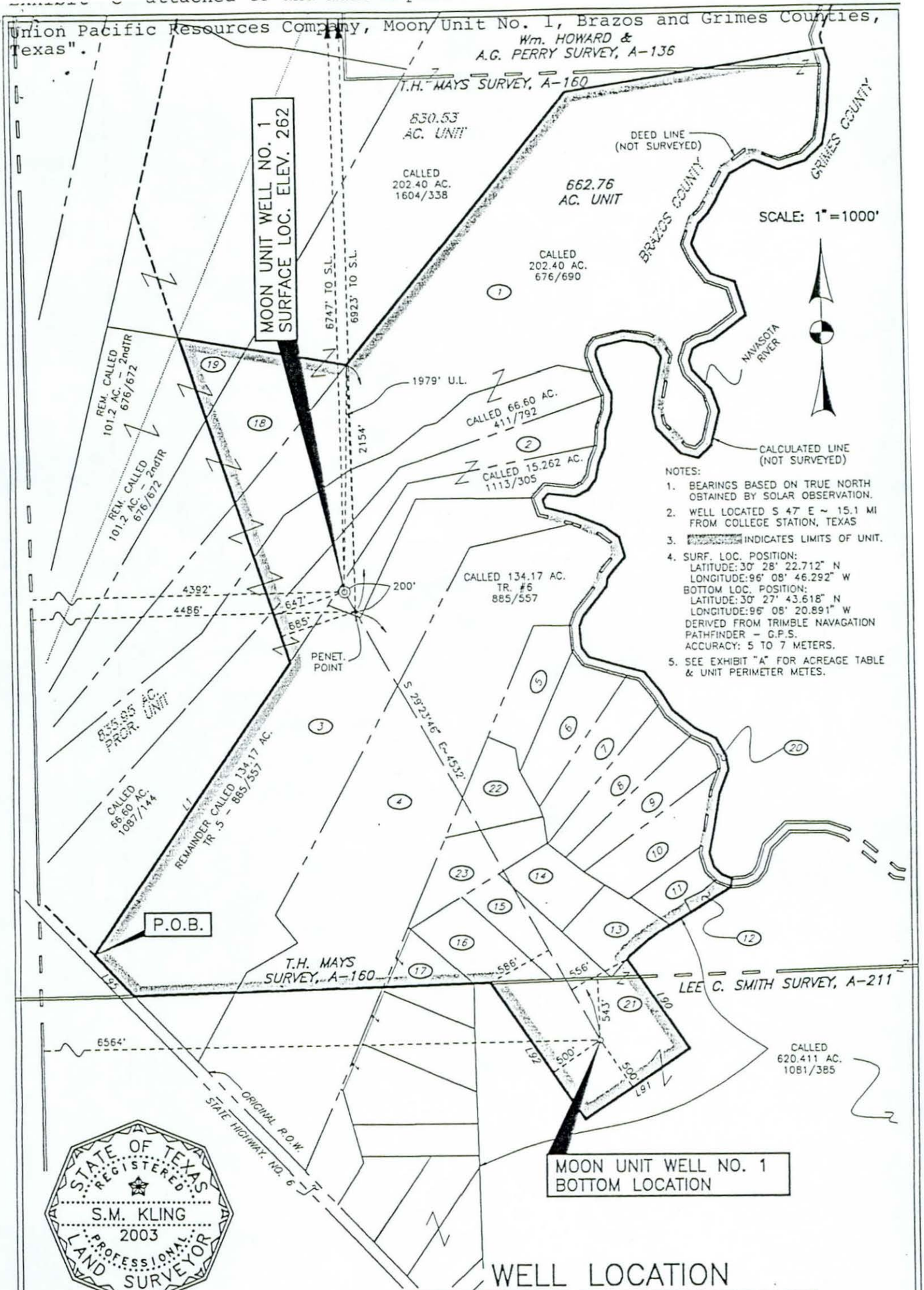
SCALE: 1" = 1000' JULY, 1994

H:\DWG1\041\MILL1

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

Exhibit "B" attached to and made a part of that certain "Term Pooling Agreement

Union Pacific Resources Company, Moon Unit No. 1, Brazos and Grimes Counties, Texas".



STATE OF TEXAS REGISTERED S.M. KLING 2003 PROFESSIONAL LAND SURVEYOR

I, S.M. KLING - R.P.L.S. #2003 DO CERTIFY THAT THE RULES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING HAVE BEEN COMPLIED WITH REGARDING THE TIES SHOWN FROM THE SURFACE LOCATION TO THE SURVEY LINES AND UNIT LINES.

BY: S.M. KLING R.P.L.S. NO. 2003

WELL LOCATION

MOON UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

T.H. MAYS SURVEY, A-160

LEE C. SMITH SURVEY, A-211

Wm. HOWARD & A.G. PERRY SURVEY, A-136

BRAZOS COUNTY, TEXAS

SCALE: 1"=1000' JULY, 1994

H:\DWG1\041\MILL1

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

(16) M-95404

Pooling Agreement

FILED 3-2-95

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

JAMES E. (JIM) NUGENT, Chairman
MARY SCOTT NABERS, Commissioner
BARRY WILLIAMSON, Commissioner

DAVID M. GARLICK
Director
RICHARD W. BUERGER
Director, Production Allocation
Office (512) 463-6838
Fax (512) 463-6955

1701 N. CONGRESS | P. O. BOX 12967 | AUSTIN, TEXAS 78711-2967

August 22, 1994

Union Pacific Resources Company
P.O. Box 7
Mail Station 3407
Ft Worth TX 76101-0007
Attn: Marilyn J. Meehan

RE: APPLICATIONS FOR DRILLING PERMITS
ACCOUNT NUMBER: 14-876645
REGISTER NUMBER: 216401

Dear Ms. Meehan,

This will acknowledge receipt of your check, number 05605768, in the amount of $30,000.00, dated 08-19-94. The Oil & Gas Division has registered your check with the number 216401. All W1 applications submitted with this cover letter will be deducted from this specific check only. An account was established from which your authorized representative can draw the necessary fees in order to properly process the Form W1.

If after permit approval, the drilling permit is withdrawn, dismissed, denied, closed, cancelled or expires the application fee will not be credited back to your account, as the fee is non-refundable pursuant to Statewide Rule 78. To be valid this letter must be signed by an authorized representative prior to resubmitting.

A COPY OF THIS LETTER MUST BE ATTACHED TO EACH FORM W1 SUBMITTED IN ORDER TO PROCESS THE APPLICATION USING THE PREPAID ACCOUNT. IF NOT, THE APPLICATION WILL BE RETURNED.

Your truly,

William J. Gallagher, Administrator
Audit and Permits

Authorized by:

Wanda Eastus

DATE: _____

AMOUNT: _____

PLEASE COMPLETE FOR THE W1 ATTACHED TO THIS COVER LETTER.

LEASE NAME	WELL NO.	COUNTY	RRC USE ONLY
Moon Unit	1	Brazos	PERMIT#

An Equal Opportunity Employer (TDD 1-800-735-2989)

▶ 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

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' - 8100, 2001' - 4000' - 8125
4001' - 9000' - 8150 9001' or deeper - 8200

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

Enter here, if assigned: ▶ API No. 42- ; Permit No. ; Rule 37 Case No.

1. Operator's Name (exactly as shown on Form P-5, Organization Report): UNION PACIFIC RESOURCES COMPANY
3. RRC Operator No.: 876645
4. RRC District No.: LEE
5. County of Well Site: Brazos

2. Address (including city and zip code):
P.O. Box 7 - MS 3006
Fort Worth, TX 76101-0007

6. Lease Name (32 spaces maximum): Moon Unit
7. RRC Lease/ID No.:
8. Well No.: 1
9. Total Depth: 13,000'

10. Location TL: Lee C. Smith A-211
• Section ____ Block ____ Survey SL: T. H. Mays Abstract No. A-160
• This well is to be located 15.1 miles in a SE direction from College Station, Texas, which is the nearest town in the county of the well site.

11. Distance from proposed location to nearest lease or unit line: 500 ft.
12. Number of contiguous acres in lease, pooled unit, or unitized tract: 662.76 (OUTLINE ON PLAT.)

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.	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 - 3)	13,000'	467/1200'	160/80	662.76	NO	N/A	Oil	1	0
Giddings (Austin Chalk, Gas)	13,000'	467/1200	160/80	662.76	NO	N/A	Gas	0	1

22. Perpendicular surface location from two nearest designated lines:
• ~~Lease~~/Unit 647' FWL & 1,979' FNL
• Survey/~~Section~~ 4,392' FWL & 6,747' FNL

If a directional well, show also projected bottom-hole location:
• ~~Lease~~/Unit (Dn.Dip) 500' FSWL & 500' FSEL
• Survey/~~Section~~ 6,564' FWL & 543' FNL

23. Is this a pooled unit?
Yes [X] ▶ (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 [X]

25. Is this wellbore subject to Statewide Rule 36 (hydrogen sulfide area)? Yes [ ] No [X]
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? If not, and if the well requires a Rule 37 or 38 exception, see instructions for Rule 37.
Yes [X] No [ ]

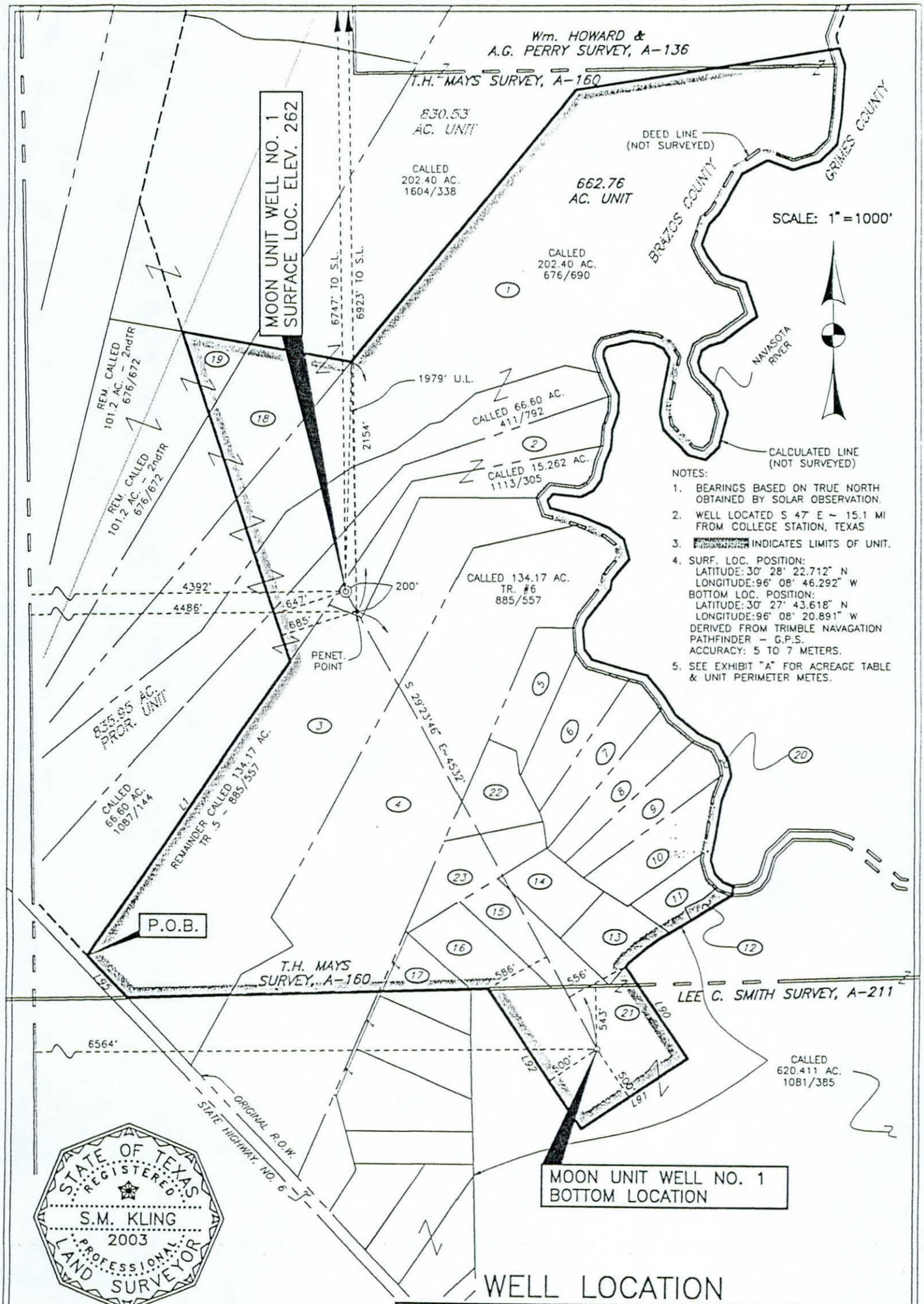
Remarks
Penetration Point Location:
685' FWL & 2,154' FNL of Unit
4,486' FWL & 6,923' FNL of Survey

I certify that information stated in this application is true and complete, to the best of my knowledge.

Wanda Bartell — Wanda Bartell/Regulatory Analyst
Signature — Name and title of operator's representative

Date: 08-25-94 (mo. day yr.) Tel.: (817) 877-7941 (Area Code Number)

• RRC Use Only •



STATE OF TEXAS
REGISTERED
S.M. KLING
2003
PROFESSIONAL
LAND SURVEYOR

WELL LOCATION

MOON UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

T.H. MAYS SURVEY, A-160

LEE C. SMITH SURVEY, A-211

Wm. HOWARD & A.G. PERRY SURVEY, A-136

BRAZOS COUNTY, TEXAS

I, S.M. KLING - R.P.L.S. #2003 DO CERTIFY THAT THE RULES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING HAVE BEEN COMPLIED WITH REGARDING THE TIES SHOWN FROM THE SURFACE LOCATION TO THE SURVEY LINES AND UNIT LINES.

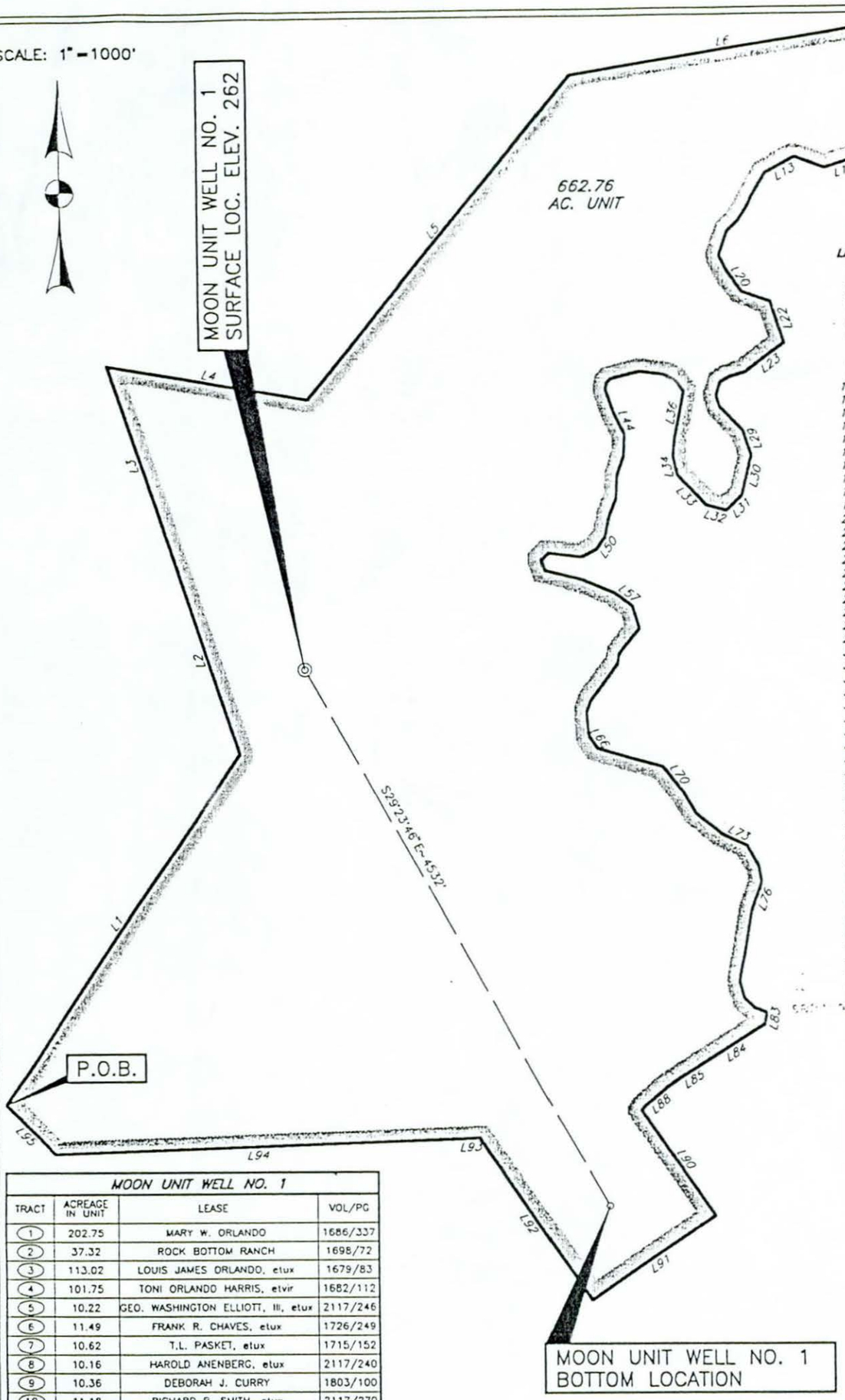
BY: S.M. KLING R.P.L.S. NO. 2003

SCALE: 1" = 1000' JULY, 1994

H:\DWG1\041\MILL1

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

SCALE: 1" = 1000'



UNIT PERIMETER METES

LINE	BEARING	DIST.
1	N 33°27'58"E	3100.00
2	N 18°28'43"W	1475.91
3	N 18°28'43"W	1524.44
4	S 80°23'25"E	1479.27
5	N 39°07'46"E	3057.95
6	N 80°50'48"E	2305.03
7	S 18°45'12"E	155.69
8	S 03°44'48"W	453.09
9	S 09°14'48"W	232.62
10	S 45°14'48"W	211.87
11	S 72°14'48"W	243.97
12	N 69°45'12"W	237.87
13	S 60°57'55"W	243.45
14	S 29°44'48"W	196.56
15	S 23°44'48"W	68.42
16	S 32°14'48"W	142.49
17	S 44°44'48"W	115.29
18	S 18°44'48"W	184.50
19	S 26°15'12"E	119.92
20	S 37°45'12"E	190.09
21	S 71°15'12"E	218.59
22	S 18°15'12"E	316.39
23	S 52°44'48"W	360.42
24	S 73°14'48"W	123.02
25	S 57°44'48"W	77.85
26	S 19°14'48"W	102.85
27	S 18°45'12"E	84.54
28	S 44°45'12"E	238.52
29	S 19°15'12"E	200.13
30	S 13°44'48"W	305.34
31	S 46°14'48"W	160.25
32	N 74°45'12"W	158.74
33	N 44°15'12"W	305.86
34	N 12°15'12"W	141.17
35	N 05°44'48"E	132.83
36	N 10°44'48"E	353.53
37	N 34°45'12"W	98.79
38	N 61°15'12"W	93.75
39	N 82°45'12"W	180.73
40	S 75°44'48"W	226.31
41	S 37°14'48"W	42.85
42	S 11°44'48"W	42.67
43	S 19°45'12"E	184.37
44	S 25°45'12"E	173.34
45	S 01°14'48"W	162.08
46	S 18°44'48"W	162.18
47	S 02°44'48"W	154.92
48	S 21°44'48"W	150.83
49	S 11°44'48"W	140.20
50	S 35°14'48"W	110.85
51	S 62°14'48"W	121.44
52	N 83°45'12"W	242.90
53	S 43°14'48"W	74.30
54	S 20°27'34"E	71.62
55	S 75°25'00"E	271.89
56	S 68°01'36"E	265.17
57	S 53°46'36"E	161.77
58	S 16°46'36"E	178.53
59	S 40°13'24"W	171.20
60	S 36°13'24"W	69.30
61	S 08°43'24"W	69.07
62	S 35°43'24"W	131.71
63	S 37°43'24"W	205.93
64	S 20°28'24"W	92.25
65	S 04°39'24"E	176.38
66	S 36°48'23"E	109.81
67	S 73°48'23"E	255.52
68	S 75°18'23"E	100.61
69	S 75°18'23"E	141.57
70	S 38°33'23"E	231.64
71	S 31°18'23"E	188.18
72	S 51°18'23"E	253.84
73	S 65°18'23"E	199.12
74	S 29°48'23"E	178.23
75	S 10°18'23"E	124.44
76	S 20°11'37"W	225.16
77	S 09°06'37"W	316.95
78	S 11°16'37"W	157.03
79	S 11°16'37"W	46.32
80	S 17°18'23"E	122.83
81	S 46°18'23"E	100.51
82	S 68°30'24"E	96.54
83	S 08°04'17"W	82.25
84	S 58°02'49"W	595.90
85	S 57°51'03"W	145.83
86	S 54°16'39"W	118.98
87	S 51°35'53"W	33.46
88	S 48°38'22"W	180.26
89	S 39°59'44"W	39.21
90	S 34°39'01"E	953.90
91	S 55°20'59"W	1100.00
92	N 34°39'01"W	1460.75
93	S 86°42'50"W	144.45
94	S 87°37'44"W	2956.26
95	N 43°56'14"W	509.36

MOON UNIT WELL NO. 1

TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
1	202.75	MARY W. ORLANDO	1686/337
2	37.32	ROCK BOTTOM RANCH	1698/72
3	113.02	LOUIS JAMES ORLANDO, etux	1679/83
4	101.75	TONI ORLANDO HARRIS, etvir	1682/112
5	10.22	GEO. WASHINGTON ELLIOTT, III, etux	2117/246
6	11.49	FRANK R. CHAVES, etux	1726/249
7	10.62	T.L. PASKET, etux	1715/152
8	10.16	HAROLD ANENBERG, etux	2117/240
9	10.36	DEBORAH J. CURRY	1803/100
10	11.18	RICHARD B. SMITH, etux	2117/270
11	5.15	HENRY E. CRADDOCK, etux	2144/284
12	0.97	BILL J. COOLEY, etux	2123/205
13	8.64	LEANNA BETH FUQUA	2117/252
14	8.13	LARRY J. WISNOSKI, etux	1734/162
15	10.24	MILTON ALBERT BELVEAL, Jr., etux	1730/148
16	10.42	SHERWIN WAYNE BELVEAL	1730/154
17	4.77	MILTON A. BELVEAL, Sr., etux	1711/66
18	18.27	DOUG ABSHIRE, etux	1715/124
19	4.56	LOIS J. ORLANDO, etux, etal	1682/108
20	24.36	STATE OF TEXAS (NAV. RIVER) LSE. NO. M-95404	2016/141
21	28.55	MYERS CATTLE & LAND CO., INC.	1753/333
22	8.93	JAMES M. BEAMER, etux	1746/114
23	10.90	MILTON ALBERT BELVEAL, etux	1730/160
	662.76	TOTAL ACRES IN UNIT	

EXHIBIT "A"

MOON UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

T.H. MAYS SURVEY, A-160

LEE C. SMITH SURVEY, A-211

Wm. HOWARD & A.G. PERRY SURVEY, A-136

BRAZOS COUNTY, TEXAS

SCALE: 1" = 1000' JULY, 1994

H:\DWG1\041\MLL1

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

Form P – 12
(1/16/74)

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

CERTIFICATE OF POOLING AUTHORITY

I, Wanda Bartell, being of lawful age, being familiar with the matter, and having full knowledge of the facts set out, do state:

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

NAME OF OPERATOR: Union Pacific Resources Comapny

NAME OF POOLED UNIT: Moon Unit WELL NO. 1

FIELD: Giddings (Austin Chalk -3) Giddings (Austin Chalk, Gas), Brazos COUNTY, TEXAS, contains 662.76 acres; that with respect to such pooled unit, as it is hereafter described, parties now owning a mineral interest or mineral interests (including royalty interests, working interests, or other mineral interests) therein either (1) acquired such interest as they now have subject to the provisions of an instrument or instruments now in effect and which permit the pooling of said interests or (2) have, by virtue of the execution of an instrument or instruments the provisions of which are now in effect, pooled such of said interests as they now own therein, in such manner that all of such pooled unit shall be considered by the Commission as one base tract as if all rights with respect thereto has been acquired under a single contract.

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

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

(OVER)

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

NAME OF HOLDER OF LEASE	LEASE NAME	NO. OF ACRES	MARGIN
Union Pacific Resources Company 1	Mary W. Orlando	202.75	
Union Pacific Resources Company 2	Rock Bottom Ranch	37.32	
Union Pacific Resources Company 3	Louis James Orlando, etux	113.02	
Union Pacific Resources Company 4	Toni Orlando Harris, etvir	101.75	
Union Pacific Resources Company 5	Geo. Washington Elliott, III, etux	10.22	
Union Pacific Resources Company 6	Frank R. Chaves, etux	11.49	
Union Pacific Resources Company 7	T. L. Pasket, etux	10.62	
Union Pacific Resources Company 8	Harold Anenberg, etux	10.16	
Union Pacific Resources Company 9	Deborah J. Curry	10.36	
Union Pacific Resources Company 10	Richard B. Smith, etux	11.18	
Union Pacific Resourcse Company 11	Henry E. Craddock, etux	5.15	
Union Pacific Resources Company 12	Bill J. Cooley, etux	0.97	
Union Pacific Resources Company 13	Leanna Beth Fuqua	8.64	
Union Pacific Resources Company 14	Larry J. Wisnoski, etux	8.13	
Union Pacific Resources Company 15	Milton Albert Belveal, Jr., etux	10.24	
Union Pacific Resources Company 16	Sherwin Wayne Belveal	10.42	
Union Pacific Resources Company 17	Milton A. Belveal, Sr., etux	4.77	
Union Pacific Resources Company 18	Doug Abshire, etux	18.27	
Union Pacific Resources Company 19	Lois J. Orlando, etux, etal	4.56	
Union Pacific Resources Company 20	State of Texas (Nav. River) Lse. No. M-95404	24.36	
Union Pacific Resources Company 21	Myers Cattle & Land Co., Inc.	28.55	
Union Pacific Resources Company 22	James M. Beamer, etux	8.93	
Union Pacific Resources Company 23	Milton Albert Belveal, etux	10.90	
	TOTAL	662.76	

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.

Wanda Bartell — Representative of Operator

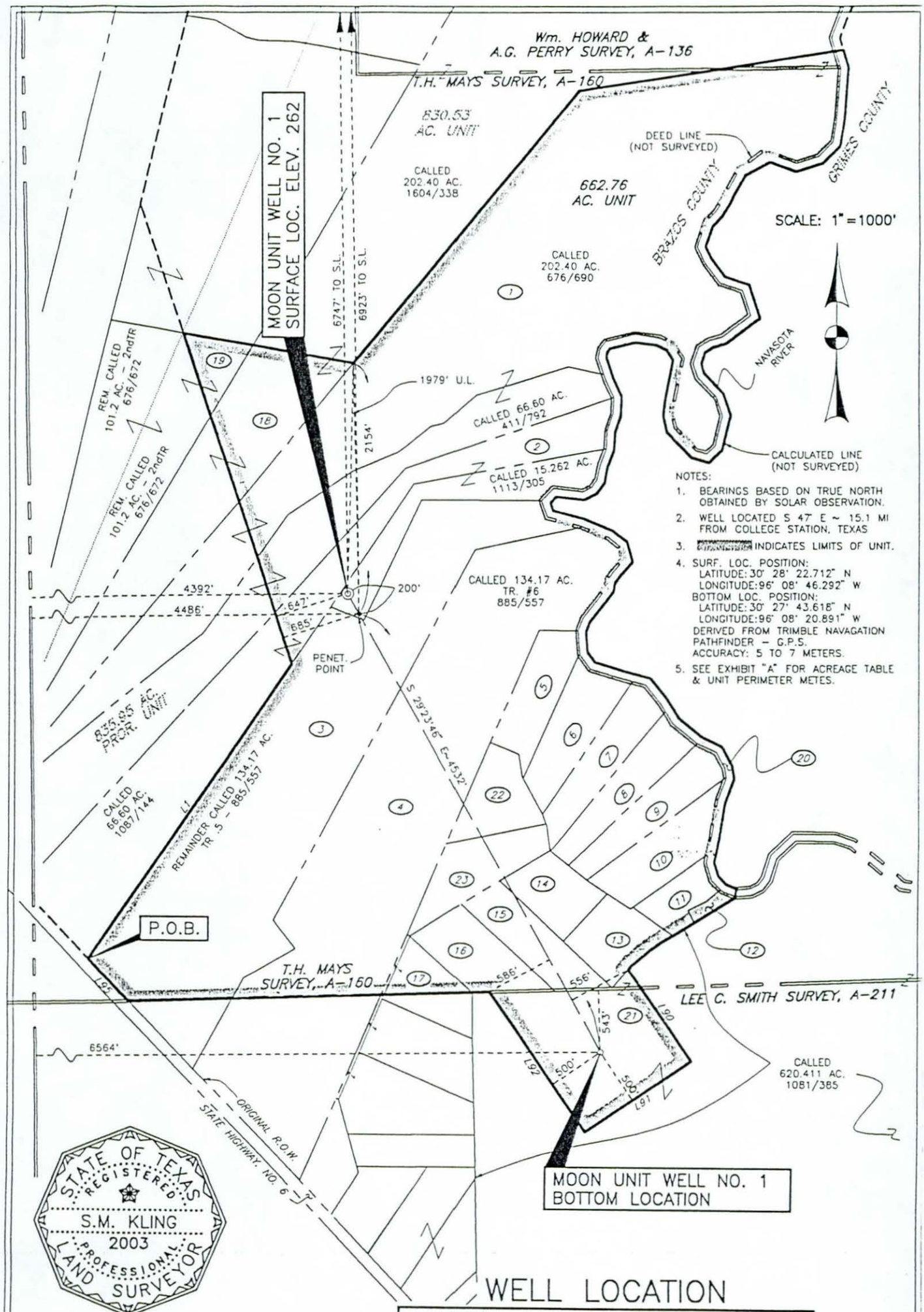
Regulatory Analyst — Title

08-25-94 — Date

Telephone (817) A/C 877-7941 Number

INSTRUCTIONS

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



NOTES:

1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED S 47° E ~ 15.1 MI FROM COLLEGE STATION, TEXAS
3. ▨ INDICATES LIMITS OF UNIT.
4. SURF. LOC. POSITION:
   LATITUDE: 30° 28' 22.712" N
   LONGITUDE: 96° 08' 46.292" W
   BOTTOM LOC. POSITION:
   LATITUDE: 30° 27' 43.618" N
   LONGITUDE: 96° 08' 20.891" W
   DERIVED FROM TRIMBLE NAVAGATION PATHFINDER - G.P.S.
   ACCURACY: 5 TO 7 METERS.
5. SEE EXHIBIT "A" FOR ACREAGE TABLE & UNIT PERIMETER METES.

STATE OF TEXAS
REGISTERED
S.M. KLING
2003
PROFESSIONAL
LAND SURVEYOR

WELL LOCATION

MOON UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

T.H. MAYS SURVEY, A-160
LEE C. SMITH SURVEY, A-211
Wm. HOWARD & A.G. PERRY SURVEY, A-136
BRAZOS COUNTY, TEXAS

I, S.M. KLING - R.P.L.S. #2003 DO CERTIFY THAT THE RULES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING HAVE BEEN COMPLIED WITH REGARDING THE TIES SHOWN FROM THE SURFACE LOCATION TO THE SURVEY LINES AND UNIT LINES.

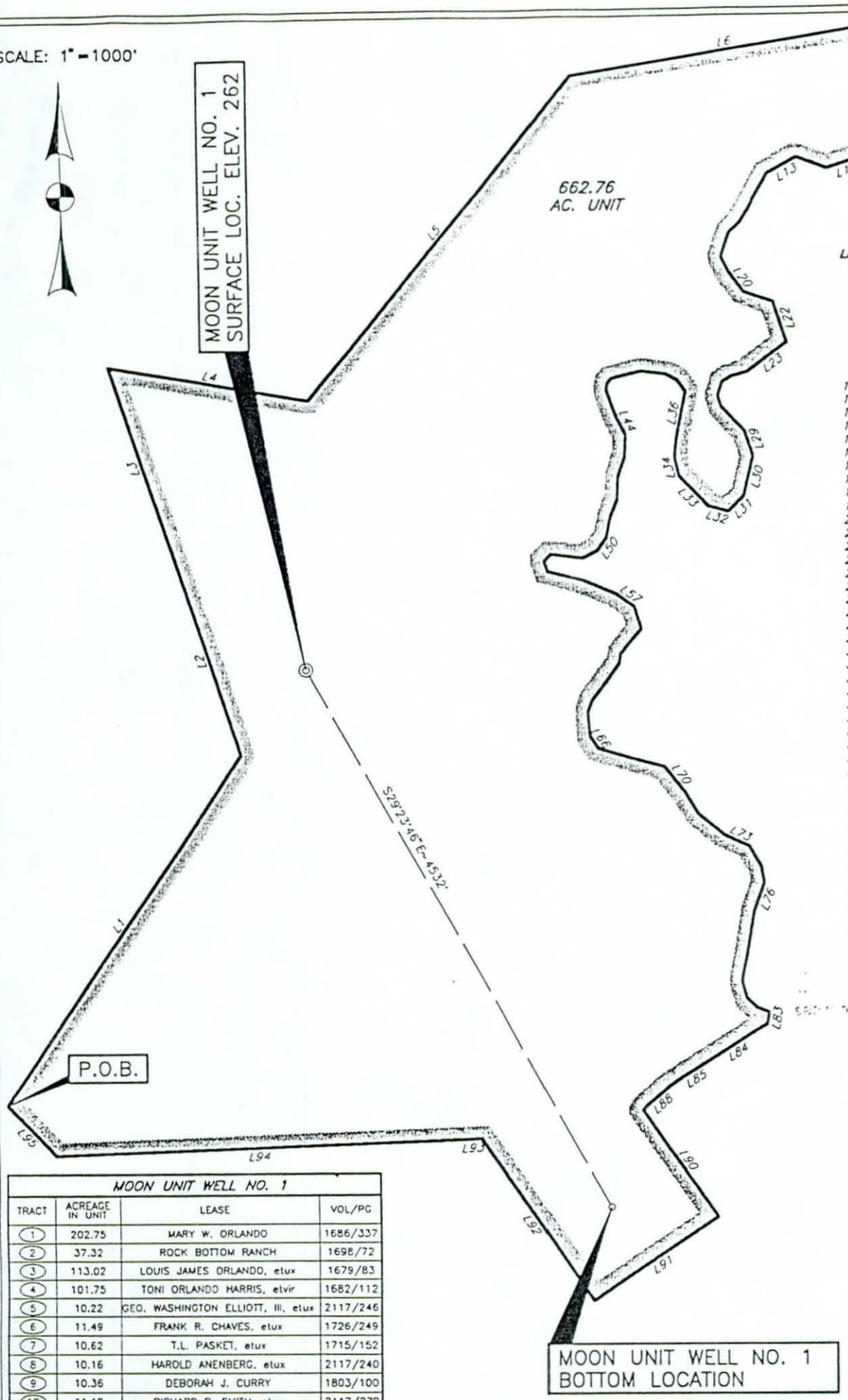
BY: S.M. KLING R.P.L.S. NO. 2003

SCALE: 1" = 1000' JULY, 1994

H:\DWG1\041\MILL1

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

SCALE: 1" = 1000'



UNIT PERIMETER METES

LINE	BEARING	DIST.
1	N 33°27'58"E	3100.00
2	N 18°28'43"W	1475.91
3	N 18°28'43"W	1524.44
4	S 80°23'25"E	1479.27
5	N 39°07'46"E	3057.95
6	N 80°50'48"E	2305.03
7	S 18°45'12"E	155.69
8	S 03°44'48"W	453.09
9	S 09°14'48"W	232.62
10	S 45°14'48"W	211.87
11	S 72°14'48"W	243.97
12	N 69°45'12"W	237.87
13	S 60°57'55"W	243.45
14	S 29°44'48"W	196.56
15	S 23°44'48"W	68.42
16	S 32°14'48"W	142.49
17	S 44°44'48"W	115.29
18	S 18°44'48"W	184.50
19	S 26°15'12"E	119.92
20	S 37°45'12"E	190.09
21	S 71°15'12"E	218.59
22	S 18°15'12"E	316.39
23	S 52°44'48"W	360.42
24	S 73°14'48"W	123.02
25	S 57°44'48"W	77.85
26	S 19°14'48"W	102.85
27	S 18°45'12"E	84.54
28	S 44°45'12"E	236.52
29	S 19°15'12"E	200.13
30	S 13°44'48"W	305.34
31	S 46°14'48"W	160.25
32	N 74°45'12"W	158.74
33	N 44°15'12"W	305.86
34	N 12°15'12"W	141.17
35	N 05°44'48"E	132.83
36	N 10°44'48"E	353.53
37	N 34°45'12"W	98.79
38	N 61°15'12"W	93.75
39	N 82°45'12"W	180.73
40	S 75°44'48"W	226.31
41	S 37°14'48"W	42.85
42	S 11°44'48"W	42.67
43	S 19°45'12"E	184.37
44	S 25°45'12"E	173.34
45	S 01°14'48"W	162.08
46	S 18°44'48"W	162.18
47	S 02°44'48"W	154.92
48	S 21°44'48"W	150.83
49	S 11°44'48"W	140.20
50	S 35°14'48"W	110.85
51	S 62°14'48"W	121.44
52	N 83°45'12"W	242.90
53	S 43°14'48"W	74.30
54	S 20°27'34"E	71.62
55	S 75°25'00"E	271.89
56	S 68°01'36"E	265.17
57	S 53°46'36"E	161.77
58	S 16°46'36"E	178.53
59	S 40°13'24"W	171.20
60	S 36°13'24"W	69.30
61	S 08°43'24"W	69.07
62	S 35°43'24"W	131.71
63	S 37°43'24"W	205.93
64	S 20°28'24"W	92.25
65	S 04°39'24"E	176.38
66	S 36°48'23"E	109.81
67	S 73°48'23"E	255.52
68	S 75°18'23"E	100.61
69	S 75°18'23"E	141.57
70	S 38°33'23"E	231.64
71	S 31°18'23"E	188.18
72	S 51°18'23"E	253.84
73	S 65°18'23"E	199.12
74	S 29°48'23"E	178.23
75	S 10°18'23"E	124.44
76	S 20°11'37"W	225.16
77	S 09°06'37"W	316.95
78	S 11°16'37"W	157.03
79	S 11°16'37"W	46.32
80	S 17°18'23"E	122.83
81	S 46°18'23"E	100.51
82	S 68°30'24"E	96.54
83	S 06°04'17"W	82.25
84	S 56°02'49"W	595.90
85	S 57°51'03"W	145.83
86	S 54°16'39"W	118.98
87	S 51°35'53"W	33.46
88	S 46°38'22"W	180.26
89	S 39°59'44"W	39.21
90	S 34°39'01"E	953.90
91	S 55°20'59"W	1100.00
92	N 34°39'01"W	1460.75
93	S 86°42'50"W	144.45
94	S 87°37'44"W	2956.26
95	N 43°56'14"W	509.36

MOON UNIT WELL NO. 1

TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
1	202.75	MARY W. ORLANDO	1686/337
2	37.32	ROCK BOTTOM RANCH	1698/72
3	113.02	LOUIS JAMES ORLANDO, etux	1679/83
4	101.75	TONI ORLANDO HARRIS, etvir	1682/112
5	10.22	GEO. WASHINGTON ELLIOTT, III, etux	2117/246
6	11.49	FRANK R. CHAVES, etux	1726/249
7	10.62	T.L. PASKET, etux	1715/152
8	10.16	HAROLD ANENBERG, etux	2117/240
9	10.36	DEBORAH J. CURRY	1803/100
10	11.18	RICHARD B. SMITH, etux	2117/270
11	5.15	HENRY E. CRADDOCK, etux	2144/284
12	0.97	BILL J. COOLEY, etux	2123/205
13	8.64	LEANNA BETH FUQUA	2117/252
14	8.13	LARRY J. WISNOSKI, etux	1734/162
15	10.24	MILTON ALBERT BELVEAL, Jr., etux	1730/148
16	10.42	SHERWIN WAYNE BELVEAL	1730/154
17	4.77	MILTON A. BELVEAL, Sr., etux	1711/66
18	18.27	DOUG ABSHIRE, etux	1715/124
19	4.56	LOIS J. ORLANDO, etux, etal	1682/108
20	24.36	STATE OF TEXAS (NAV. RIVER) LSE. NO. M-95404	2016/141
21	28.55	MYERS CATTLE & LAND CO., INC.	1753/333
22	8.93	JAMES M. BEAMER, etux	1746/114
23	10.90	MILTON ALBERT BELVEAL, etux	1730/160
	662.76	TOTAL ACRES IN UNIT	

EXHIBIT "A"

MOON UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

T.H. MAYS SURVEY, A-160
LEE C. SMITH SURVEY, A-211
Wm. HOWARD & A.G. PERRY SURVEY, A-136
BRAZOS COUNTY, TEXAS

SCALE: 1" = 1000' JULY, 1994

H:\DWG1\041\MILL1

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

RECEIVED REV.

SEP 0 6 1994

REGULATORY DEPARTMENT

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER
ON REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER	DATE PERMIT ISSUED OR AMENDED	DISTRICT
427434	8/31/94	03
API NUMBER	**FORM W-1 RECEIVED**	**COUNTY**
42 041 31834	8/26/94	BRAZOS
TYPE OF OPERATION		**ACRES**
DRILL (HORIZONTAL)		662.76

OPERATOR 876645

UNION PACIFIC RESOURCES COMPANY
P.O. BOX 7 - MS 3006
FORT WORTH TX 76101-0007

NOTICE

This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored.
District Office Telephone No.:
713 460-0631

LEASE NAME	WELL NUMBER
MOON UNIT	1
LOCATION	**TOTAL DEPTH**
15.10 MILES SE FROM COLLEGE STATI	13,000

SECTION, BLOCK and/or SURVEY

SECTION => BLOCK => ABSTRACT => 160

SURVEY ==> T. H. MAYS

DISTANCE--LEASE LINES		DISTANCE--NEAREST WELL ON LEASE
647.00 F W	- 1,979.00 F N	N/A
DISTANCE--SURVEY LINES		
4,392.00 F S'LYW	- 6,747.00 F S OF A-73	

READ IMPORTANT CONDITIONS AND INSTRUCTIONS ON THE BACK OF THIS FORM

FIELD(S) AND LIMITATIONS

PERMIT BOTTOM HOLE LOCATION:
SECTION ==========> BLOCK => ABSTRACT => 211
SURVEY NAME =====> LEE C. SMITH
LEASE DISTANCE ==> 500.00 F SW - 500.00 F SE
SURVEY DISTANCE => 6,564.00 F W - 543.00 F N
NEAREST WELL ====> N/A

GIDDINGS (AUSTIN CHALK-3)
GIDDINGS (AUSTIN CHALK, GAS)

** LIMITATIONS **

THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS

PENETRATION POINT: 684 FWL & 2154 FNL OF UNIT
4486 FWL & 6923 FNL OF SURVEY

OIL AND GAS DIVISION

JAMES E. (JIM) NUGENT,
CHAIRMAN
MARY SCOTT NABERS, COMMISSIONER
BARRY WILLIAMSON, COMMISSIONER

DAVID M. GARLICK
DIRECTOR

RICHARD W. BUERGER
DIRECTOR, PRODUCTION ALLOCATION

1701 N. CONGRESS | CAPITOL STATION - P.O. BOX 12967 AUSTIN, TEXAS 78711-2967 | (512) 463-7288

August 31, 1994

UNION PACIFIC RESOURCES COMPANY
P.O. BOX 7 - MS 3006
FORT WORTH TX 76101-0007

RE: DIRECTIONAL DEVIATION
PERMIT #: 427434
LEASE: MOON UNIT WELL #: 1
FIELD: SEE ATTACHMENT COUNTY: BRAZOS

SURFACE LOCATION:
LEASE: 647.00 F W & 1979.00 F N
SURVEY: 4392.00 F S'LYW & 6747.00 F S OF A-73

BOTTOM HOLE LOCATION:
LEASE: 500.00 F SW & 500.00 F SE
SURVEY: 6564.00 F W & 543.00 F N

OPERATOR :

This will be your authority in accordance with Statewide Rule 11 to directionally drill the subject well. Please bear in mind that this well will be directionally drilled at your own risk and no allowable will be assigned until this office is in receipt of a certified directional survey report made and filed in the manner prescribed in Statewide Rules 11 and 12 showing that exact surface location and bottomhole location of the well, together with a certified plat to adequate scale showing correct surface location and other pertinent information in order to determine exact bottomhole location.

A drilling permit for the well is being issued subject to review after receipt of all completion forms, together with such evidence as is necessary to show the exact bottomhole location of the deviated well. A copy of this permit must be furnished to the person in charge of directional control of the well, so such person will know the permitted bottomhole location to which the well is projected. Completion forms should be accompanied by a letter of transmittal giving reference to this letter as authority to directionally deviate the well. This procedure should be followed regardless of whether the well is completed either as a producer or as a dry hole.

Yours very truly,

David C. Triana

DAVID C. TRIANA, P.E.
PRODUCTION ALLOCATION ENGINEER

cc: RRC - District Office HOUSTON 03
Production and Proration

An Equal Opportunity Employer (TDD 1-800-735-2989)

ATTACHMENT
PERMIT #: 427434

FIELD: GIDDINGS (AUSTIN CHALK-3)

FIELD: GIDDINGS (AUSTIN CHALK, GAS)

INTER-OFFICE CORRESPONDENCE

TO:	Distribution	**OFFICE:**	FTW 3605
FROM:	D. W. Pearce	**DATE:**	09-27-94

SUBJECT: **DRILLING PROCEDURES**
Moon Unit #1
DOWN DIP LATERAL - "B" Zone

DRILLING AND COMPLETION PROGRAM

WELL:	Moon Unit #1	**PROPOSED DEPTH B:**	16,928' MD
COUNTY:	Brazos	**VERTICAL DEPTH B:**	12,540' KBTVD
AFE:	17830	**ELEVATION:**	262'
DHC:	$1,419M	**ESTIMATED RKB:**	285'
CWC:	$1,504M	**WORKING INTEREST:**	66.7%

LOCATION: SL: 4,392' FS'LYWL & 6,747 FNL of T.H. Mays Survey, A-160
BHL: 6,564' FWL & 543' FNL of Lee C. Smith Survey, A-211

ANTICIPATED PRODUCTIVE FORMATION: Austin Chalk "B" Zone
TRRC PERMIT #: 427434
TEXAS WATER COMMISSION: SC-2022 (500')
API # : 42-041-31834

DIRECTIONS TO LOCATION: From the intersection of Hwy. 6 and FM 157 south of College Station, go south on Hwy. 6 for 3.9 miles. Turn left (east) on lease road. Follow lease road 0.7 miles to location. Nabors 206 will be drilling the well.

GENERAL:
The Moon Unit #1 is located approximately 15 miles southeast of College Station, Texas. The objective of the well is to drill a horizontal lateral within the Austin Chalk "B" Zone target interval. The "B" Zone is defined to be from 12,522' to 12,558' at 0' vertical section. Maximum hole departure is planned at 4,532' for this well with an expected dip angle of 86.9°.

Nabors #206 will move in and drill a 14-3/4" surface hole to 2500'. A 10-3/4" surface casing string will be run and cemented to surface at this depth. Rotary drilling will continue with a 9-7/8" bit to a measured depth of 12,120', +75' into the Top of the Austin Chalk Formation. A 7-5/8" intermediate casing string will be set and cemented at this depth.

A curve building assembly will be ran into the hole after drilling 60' below the 7-5/8" casing shoe. The hole will be built to an 86.9° at a build rate of 15.1°/100'. Course direction will be 150.6°. The "B" Zone target is expected to be penetrated at a measured depth of 12,756' ,(12,560' TVD). After building of the curve section, a steerable drilling assembly will be used to drill the remaining horizontal hole section. The planned TD of the Moon Unit #1 is 16,928' (12,785' TVD). Approximately 4,170' of horizontal lateral will be drilled with a total well departure of 4,532'. At TD, a packer will be run and set at ± 12,050' MD. At this point, the rig will be released to drill subsequent wells and completion operations will begin.

Please refer to the following pages for a detailed discussion of drilling procedures.

D. W. Pearce

DWP

Distribution

R. D. Abendshein (first page)
D. W. Pearce
E. D. Phillippi
M. Stephenson
H. L. Stutz
J. W. Norris (first page)
S. Cook
Well File
Partners

C:\c_Brazos\ Moon.doc

(17) M-95404

Appl. to Drill well #1

FILED: 3-2-95

DO NOT DESTROY

MEMO
GLO-36-11-97

Temp. Unit # 2335

Operator Union Pacific Resources Company
Unit Name Myers Cattle Unit No. 1
County Brazos & Grimes
Effective Date _____
Unitized for: Oil ___ Gas ___ Oil & Gas ✓

1. M.F. No. 95404
Area Navasota River Tr. 14
Sec. ___ Blk. ___ Survey _____
22.15 / 1015.00 (.0218) x 1/41 (.25) .545 (.00545) %

2. M.F. No. _____
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
_____ x _____ __._____%

3. M.F. No. _____
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
_____ x _____ __._____%

4. M.F. No. _____
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
_____ x _____ __._____%

REMARKS:
Kept 4/30/98 MT.

INACTIVE

Prepared by: E. GARZA | Date 04-10-98

TEMP

POOLING COMMITTEE REPORT

TO: SCHOOL LAND BOARD

DATE: December 6, 1994

OPERATOR: Union Pacific Resouces Co. **COUNTY:** Brazos & Grimes

UNIT NAME: Myers Cattle Unit No. 1 **FIELD:** Giddings (Austin Chalk-3)

STATE LEASE(S) IN UNIT

Lease *Type	State Number	State Royalty	Expiration Date	Term Year	Acres	Acres In Unit	Lessee of Record
SF	M-95404	1/4 **	10-19-96	3	95.00	22.15	UPRC

** Subject to Royalty Reduction clause in the lease

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

PRIVATE ACRES: 992.85
STATE ACRES: 22.15
TOTAL UNIT ACRES: 1015.00

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 2.18%
State Unit Royalty 0.44%

Railroad Commission Rules:
Spacing
Acreage Factor 100%

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

REMARKS:

- Union Pacific Resources Company is requesting six month temporary oil and gas pooling to all depths.
- The applicant is drilling a horizontal well with a dual lateral, to test the Austin Chalk Formation.
- The proposed unit well was spud on October 14, 1994. The anticipated total depth is 17,900 feet MD.
- If the unit is approved, and the well is completed and on-line by April 19, 1995, the applicant will have earned a royalty reduction to 20%, making the state's unit royalty participation 0.44%.
- Horizontal severence 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.

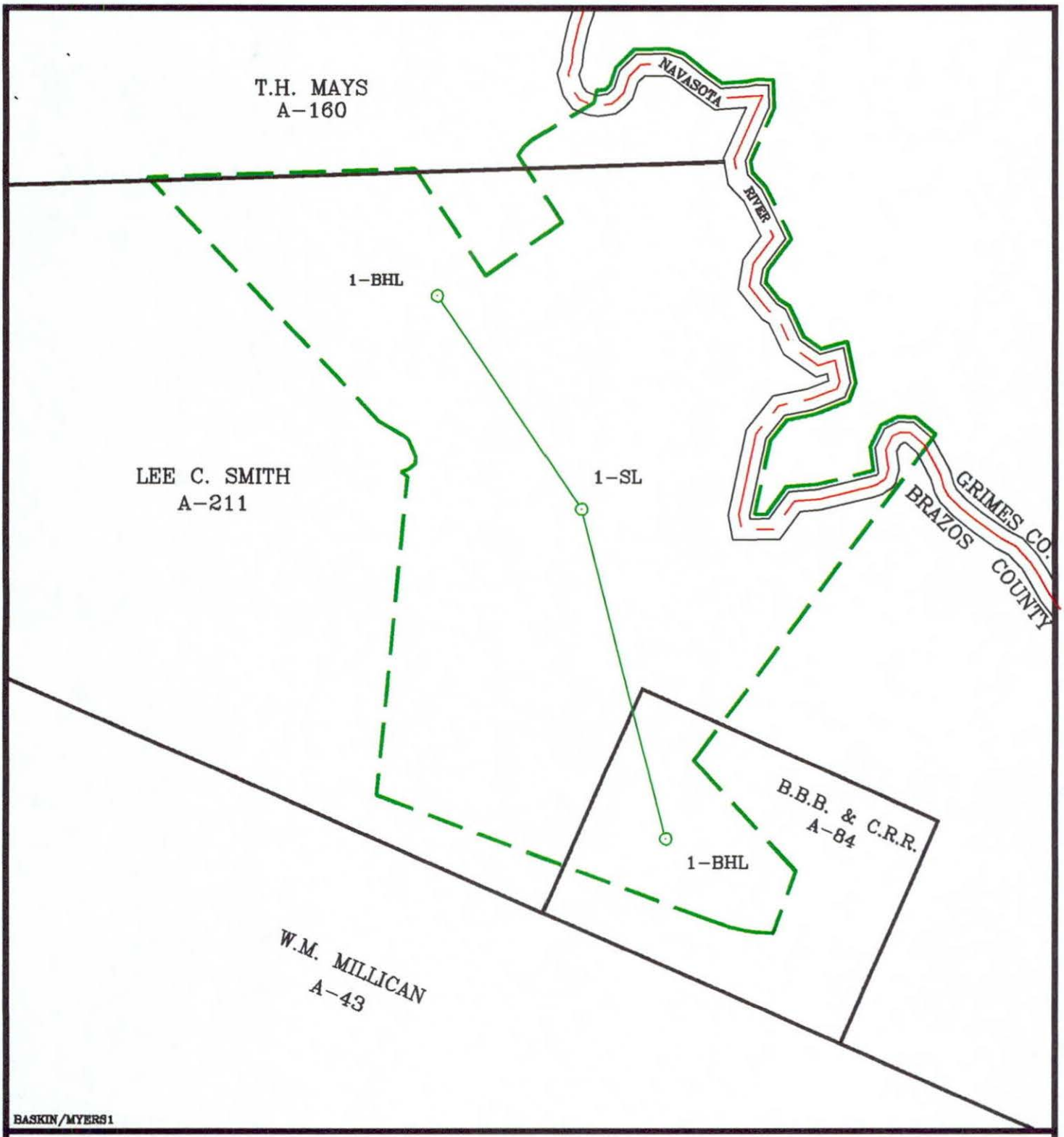
POOLING COMMITTEE RECOMMENDATION:

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

Jennifer Gilchrist

Jeffee Martinez-Vargas

Peter A. Boone



UNION PACIFIC RESOURCES COMPANY

MYERS CATTLE UNIT NO. 1

GIDDINGS (AUSTIN CHALK-3) FIELD

BRAZOS & GRIMES COUNTIES

M-95404

(18) M-95404

Pooling Committee Rpt

FILED 3-2-95

TERM POOLING AGREEMENT
UNION PACIFIC RESOURCES COMPANY
MYERS CATTLE UNIT NO. 1
BRAZOS AND GRIMES COUNTIES, TEXAS

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

PURPOSES: 1.

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

UNIT DESCRIPTION: 2.

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

MINERAL POOLED: 3.

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

POOLING AND EFFECT: 4.

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

(a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

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

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. However, if any State Lease(s) described in Exhibit "A" attached hereto contain(s) provision 4(E) VARIABLE ROYALTY, and a unit well is not located on each such State Lease and a reduced royalty has not otherwise been earned, then a reduced royalty may be earned by unit production, but it shall only apply to the acreage and depths included within the unit and only for so long and insofar as said acreage and depths remain continuously within either a temporary unit or a permanent unit as approved by the School Land Board. Acreage and depths outside of the unitized area must earn a reduced royalty independently.

(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 1015.00 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 December 6, 1994; 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.

Unless this agreement expires earlier pursuant to the terms of the respective leases included as a part of this Agreement, or on such other date approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns, this Agreement shall expire on June 6, 1995 Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof which are contained in any State lease covered by this Agreement.

STATE LAND: 10.

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

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Brazos and Grimes 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 2/28/95

STATE OF TEXAS

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

Legal
Content
Geology
Execution

Date Executed 01/09/95

UNION PACIFIC RESOURCES COMPANY

By Carolyn J. David

Its Attorney-In-Fact

ATTEST:

_____

Date Executed 1-18-95

TORCH ENERGY ASSOCIATES LTD.

By _____

Its _____

Approval

ATTEST:

_____

Date Executed 1-18-95

NUEVO ENERGY COMPANY

By _____

Its _____

Approval

ATTEST:

_____

CERTIFICATE

I, Linda K. Fisher, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 6th day of December, 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 February, 1995.

Linda K. Fisher
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on January 9th 5, 1994, by Carolyn J. David as Attorney-in-Fact of Union Pacific Resources Company, a Delaware corporation, on behalf of said corporation.

CAROL A. COOK
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/19/97

Carol A. Cook
Notary Public in and for the
State of Texas

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on January 18, 1995, by Matthew S. Ramsey as Vice President of Torch Energy Associates Ltd., a Texas limited partnership, on behalf of said partnership.

STACY M. HUNTER
MY COMMISSION EXPIRES
November 8, 1997

Stacy M. Hunter
Notary Public in and for the
State of Texas

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on January 18, 1995, by Matthew S. Ramsey as Vice President of Nuevo Energy Company, a Delaware corporation, on behalf of said corporation.

Stacy M. Hunter
Notary Public in and for the
State of Texas

STACY M. HUNTER
MY COMMISSION EXPIRES
November 8, 1997

Exhibit "A"

Attached to and made a part of that certain "Term Pooling Agreement, Union Pacific Resources Company, Myers Cattle Unit No. 1, Brazos and Grimes Counties, Texas".

Lease #: TX1-46270
Lessor: Rebecca J. Anderson
Lessee: Union Pacific Resources Company
Dated: December 17, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1711, Page 053

Lease #: TX1-46271(1)
Lessor: Milton A. Belveal, Sr., et ux
Lessee: Union Pacific Resources Company
Dated: December 15, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1711, Page 066

Lease #: TX1-46271(2)
Lessor: Sherwin W. Belveal
Lessee: Union Pacific Resources Company
Dated: December 28, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1715, Page 131

Lease #: TX1-46490
Lessor: Louis James Orlando, et ux
Lessee: Union Pacific Resources Company
Dated: November 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1679, Page 083

Lease #: TX1-46492
Lessor: Toni Orlando Harris, et al
Lessee: Union Pacific Resources Company
Dated: November 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1682, Page 112

Lease #: TX1-47006
Lessor: James W. Wenzel, et ux
Lessee: Union Pacific Resources Company
Dated: December 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1734, Page 157

Lease #: TX1-47007
Lessor: Michael T. Uilkie
Lessee: Union Pacific Resources Company
Dated: January 7, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1734, Page 148

Lease #: TX1-47010
Lessor: Johnny R. Smalley, et ux
Lessee: Union Pacific Resources Company
Dated: December 29, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1734, Page 144

Lease #: TX1-47011
Lessor: Melvin Oehrlein, et ux
Lessee: Union Pacific Resources Company
Dated: December 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1734, Page 128

Lease #: TX1-47054
Lessor: John A. Mills, et ux
Lessee: Union Pacific Resources Company
Dated: December 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1737, Page 290

Lease #: TX1-47144
Lessor: Myers Cattle & Land Company
Lessee: Union Pacific Resources Company
Dated: February 24, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1753, Page 333

Lease #: TX1-47903
Lessor: William E. Peacock, et ux
Lessee: Union Pacific Resources Company
Dated: March 30, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1786, Page 146

Lease #: TX1-48042
Lessor: Ross M. Ayers, et ux
Lessee: Union Pacific Resources Company
Dated: April 1, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1786, Page 097

Lease #: TX1-48060
Lessor: Clyde D. Howard, et ux
Lessee: Union Pacific Resources Company
Dated: March 30, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1803, Page 105

Lease #: TX1-48107
Lessor: Eva Biering
Lessee: Union Pacific Resources Company
Dated: April 1, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1803, Page 092

Lease #: TX1-48117(1)
Lessor: Lester I. Kastleman, et ux
Lessee: Union Pacific Resources Company
Dated: March 25, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1823, Page 326

Lease #: TX1-48117(2)
Lessor: W. Harold Sellers, et ux
Lessee: Union Pacific Resources Company
Dated: May 6, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1824, Page 019

Lease #: TX1-62869
Lessor: Nevilee Wehmeyer
Lessee: Union Pacific Resources Company
Dated: March 21, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2117, Page 281

Lease #: TX1-62871
Lessor: Thurmond Ray Wehmeyer, Jr.
Lessee: Union Pacific Resources Company
Dated: March 21, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2117, Page 283

Lease #: TX1-62885
Lessor: Felipe Murguia, et ux
Lessee: Union Pacific Resources Company
Dated: March 15, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2117, Page 264

Lease #: TX1-62886
Lessor: Clarence James Murphrey, et ux
Lessee: Union Pacific Resources Company
Dated: March 15, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2117, Page 266

Lease #: TX1-63286
Lessor: Jodie N. Smith, et vir
Lessee: Union Pacific Resources Company
Dated: May 31, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2182, Page 071

Lease #: TX1-63287
Lessor: Joe Cemino, et ux
Lessee: Union Pacific Resources Company
Dated: May 23, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2182, Page 053

Lease #: TX1-65071
Lessor: Bill Glameyer, et ux
Lessee: Union Pacific Resources Company
Dated: June 10, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2211, Page 307

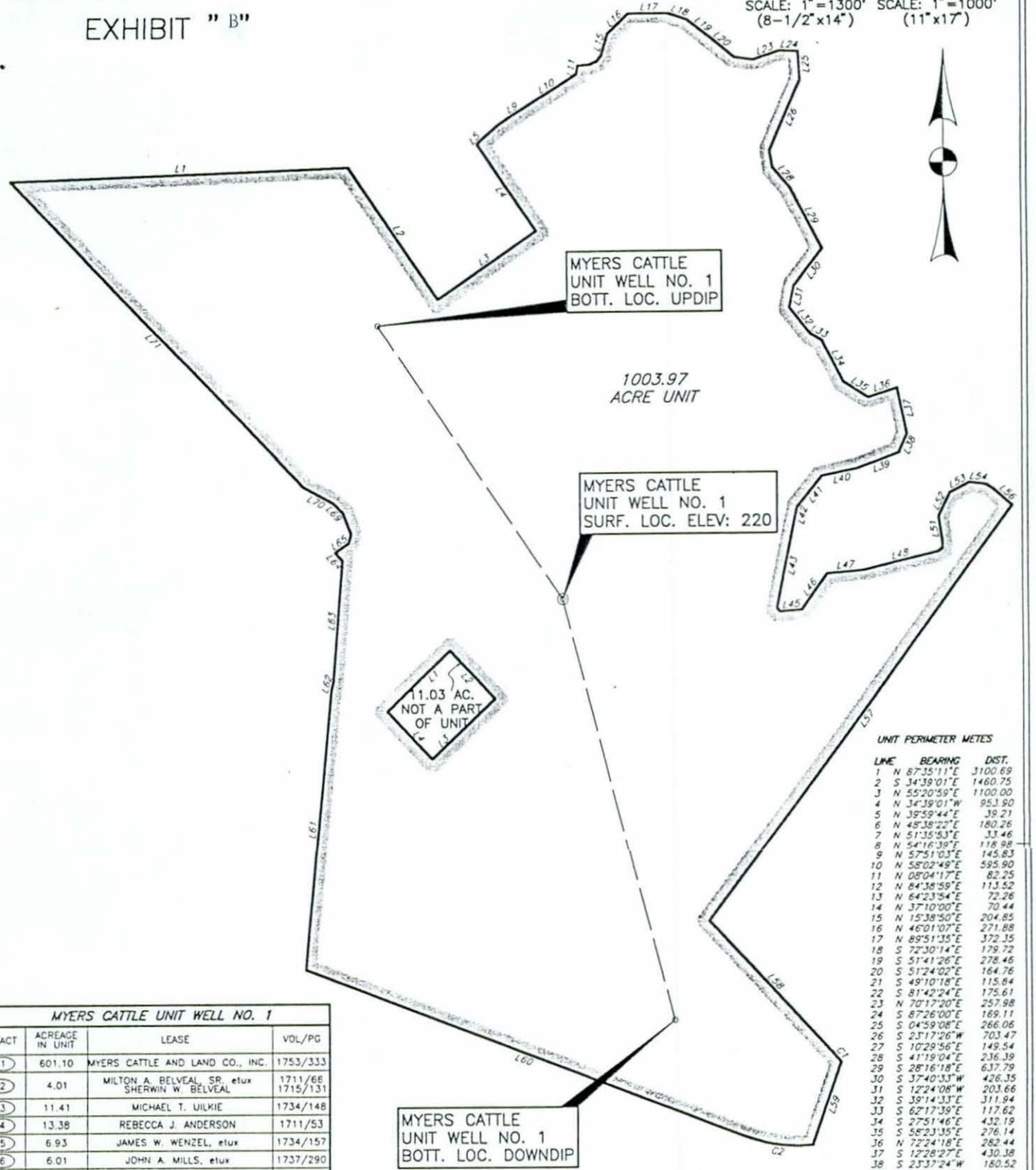
Lease #: TX1-65072
Lessor: Harold N. Schuett, et ux
Lessee: Union Pacific Resources Company
Dated: June 10, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2182, Page 062

Lease #: TX1-71620
Lessor: Mario N. Castillo, et ux
Lessee: Union Pacific Resources Company
Dated: September 7, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2201, Page 238

Lease #: TX2-60571
Lessor: State of Texas
Lessee: Union Pacific Resources Company
Dated: October 19, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2016, Page 141
Filed: Real Property Records of Grimes County, Texas
Recorded: Volume 750, Page 779

EXHIBIT " B"

SCALE: 1"=1300' (8-1/2"x14") SCALE: 1"=1000' (11"x17")



UNIT PERIMETER METES

LINE	BEARING	DIST.
1	N 87°35'11"E	3100.69
2	S 34°39'01"E	1460.75
3	N 55°20'59"E	1100.00
4	N 34°39'01"W	953.90
5	N 39°59'44"E	39.21
6	N 48°38'22"E	180.26
7	N 51°35'53"E	33.46
8	N 54°16'39"E	118.98
9	N 57°51'03"E	145.83
10	N 58°02'49"E	595.90
11	N 08°04'17"E	82.25
12	N 84°38'59"E	113.52
13	N 64°23'54"E	72.26
14	N 37°10'00"E	70.44
15	N 15°38'50"E	204.85
16	N 46°01'07"E	271.88
17	N 89°51'35"E	372.35
18	S 72°30'14"E	179.72
19	S 51°41'26"E	278.45
20	S 51°24'02"E	164.76
21	S 49°10'18"E	115.84
22	S 81°42'24"E	175.61
23	N 70°17'20"E	257.98
24	S 87°26'00"E	169.11
25	S 04°59'08"E	266.06
26	S 23°17'26"W	703.47
27	S 10°29'56"E	149.54
28	S 41°19'04"E	236.39
29	S 28°16'18"E	637.79
30	S 37°40'33"W	426.35
31	S 12°24'08"W	203.66
32	S 39°14'33"E	311.94
33	S 62°17'39"E	117.62
34	S 27°51'46"E	432.19
35	S 58°23'35"E	276.14
36	N 72°24'18"E	282.44
37	S 12°28'27"E	430.38
38	S 23°37'24"W	180.52
39	S 69°57'51"W	419.26
40	S 77°32'45"W	335.70
41	S 39°07'04"W	362.17
42	S 11°19'25"W	140.84
43	S 11°19'25"W	788.52
44	S 40°00'31"E	42.74
45	N 85°53'01"E	200.09
46	N 35°23'44"E	405.01
47	N 85°04'40"E	340.21
48	N 76°21'07"E	720.86
49	N 52°53'00"E	52.71
50	N 01°26'19"W	51.84
51	N 09°38'13"W	234.66
52	N 25°39'54"E	240.96
53	N 63°08'36"E	205.51
54	S 84°47'54"E	150.38
55	S 58°56'34"E	89.29
56	S 48°41'01"E	225.33
57	S 36°30'51"W	4734.92
58	S 43°56'14"E	1627.38
	CURVE 1	
59	S 18°49'39"W	802.59
	CURVE 2	
60	N 69°39'23"W	4303.91
61	N 04°58'05"E	2593.31
62	N 15°09'23"E	64.20
63	N 04°20'41"E	1115.51
64	N 43°56'14"W	98.04
65	N 55°32'42"E	151.93
66	N 13°11'45"E	86.04
67	N 20°11'06"W	54.63
68	N 22°15'42"W	151.27
69	N 43°56'14"W	120.62
70	N 62°22'20"W	316.23
71	N 43°56'14"W	3867.55

NOT A PART OF UNIT:

LINE	BEARING	DIST.
1	N 46°02'14"E	801.59
2	S 43°56'14"E	599.68
3	S 46°02'14"W	801.32
4	N 43°57'47"W	599.68

CURVE DATA:

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
1	1°24'13"	5729.58	140.35	140.35	70.18	S 43°14'08"E
2	25°35'58"	1482.39	662.32	656.83	336.78	N 82°27'22"W

MYERS CATTLE UNIT WELL NO. 1

TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
(1)	601.10	MYERS CATTLE AND LAND CO., INC.	1753/333
(2)	4.01	MILTON A. BELVEAL, SR. etux SHERWIN W. BELVEAL	1711/66 1715/131
(3)	11.41	MICHAEL T. UILKIE	1734/148
(4)	13.38	REBECCA J. ANDERSON	1711/53
(5)	6.93	JAMES W. WENZEL, etux	1734/157
(6)	6.01	JOHN A. MILLS, etux	1737/290
(7)	7.41	MELVIN OEHRLEIN, etux	1734/128
(8)	18.41	JOHNNY R. SMALLEY, etux	1734/144
(9)	1.20	THURMAN RAY WEHMEYER, JR.	2117/283
(10)	1.89	NEVILEE M. WEHMEYER	2117/281
(11)	0.56	FELIPE MURGUIA, etux	2117/264
(12)	33.55	TONI ORLANDO HARRIS, etvir	1682/112
(13)	6.03	LOUIS JAMES ORLANDO, etux	1679/83
(14)	22.15	STATE OF TEXAS (NAV. RIVER) LEASE #M-95404	2016/141
(15A)	186.99	LESTER I. KASTLEMAN, etux W. HAROLD SELLERS, etux	1823/326 1824/19
(15B)	13.93	LESTER I. KASTLEMAN, etux W. HAROLD SELLERS, etux	1823/326 1824/19
(16)	5.52	JOE CEMINO, etux	–
(17)	5.37	JODIE N. SMITH, etvir LESTER I. KASTLEMAN, etux W. HAROLD SELLERS, etux	– 1823/326 1824/19
(18)	5.33	CLYDE D. HOWARD, etux	1803/105
(19)	6.58	ROSS M. AYERS, etux	1786/97
(20)	6.59	WILLIAM E. PEACOCK, etux	1786/146
(21)	6.53	EVA BIERING	1803/92
(22)	7.99	CLARENCE JAMES MURPHREY, etux	2117/266
(23)	6.30	BILL GLAMEYER, etux LESTER I. KASTLEMAN, etux W. HAROLD SELLERS, etux	– 1823/326 1824/19
(24)	13.28	HAROLD N. SCHUETT, etux LESTER I. KASTLEMAN, etux W. HAROLD SELLERS, etux	– 1823/326 1824/19
(25)	5.52	MARIO N. CASTILLO, etux	
	1003.97	TOTAL ACRES IN UNIT.	

EXHIBIT "A"

MYERS CATTLE UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

LEE C. SMITH SURVEY, A-211
B.B.B. & C.R.R. SURVEY, A-84

BRAZOS COUNTY, TEXAS
SCALE: 1"=1000' AUGUST, 1994

REVISED: 09/19/94
INCREASED TO
1003.97 AC. UNIT

J:\GIS\DATA\MILL1.DWG

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

EXHIBIT "C"

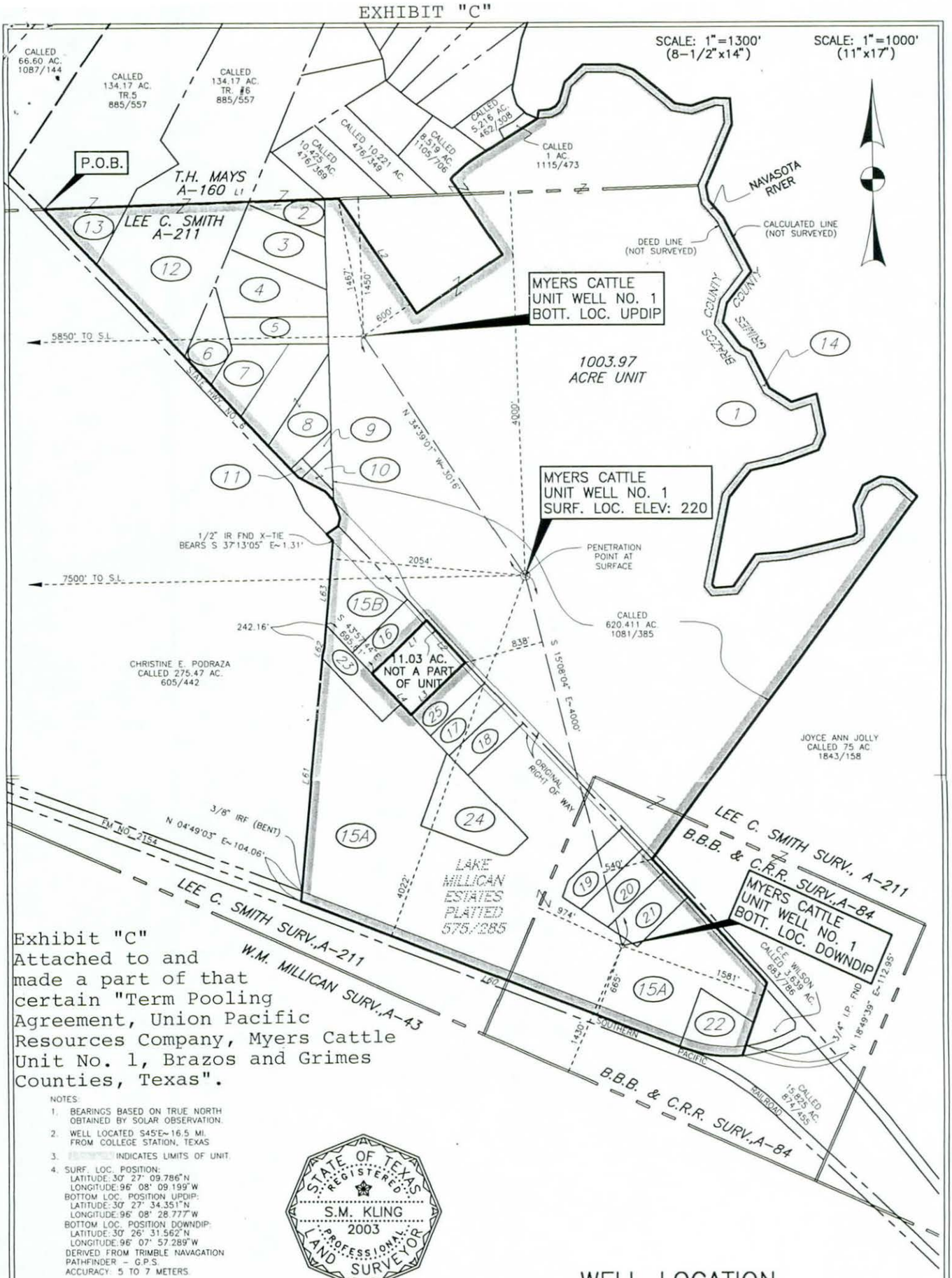


Exhibit "C"
Attached to and made a part of that certain "Term Pooling Agreement, Union Pacific Resources Company, Myers Cattle Unit No. 1, Brazos and Grimes Counties, Texas".

NOTES:

1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED S45°E~16.5 MI. FROM COLLEGE STATION, TEXAS
3. INDICATES LIMITS OF UNIT.
4. SURF. LOC. POSITION:
   LATITUDE: 30° 27' 09.786"N
   LONGITUDE: 96° 08' 09.199"W
   BOTTOM LOC. POSITION UPDIP:
   LATITUDE: 30° 27' 34.351"N
   LONGITUDE: 96° 08' 28.777"W
   BOTTOM LOC. POSITION DOWNDIP:
   LATITUDE: 30° 26' 31.562"N
   LONGITUDE: 96° 07' 57.289"W
   DERIVED FROM TRIMBLE NAVAGATION PATHFINDER - G.P.S. ACCURACY: 5 TO 7 METERS.
5. SEE EXHIBIT "A" FOR UNIT PERIMETER METES & ACREAGE TABLE

STATE OF TEXAS REGISTERED S.M. KLING 2003 PROFESSIONAL LAND SURVEYOR

I, S.M. KLING - R.P.L.S. #2003 DO CERTIFY THAT THE RULES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING HAVE BEEN COMPLIED WITH REGARDING THE TIES SHOWN FROM THE SURFACE LOCATION TO THE UNIT LINES.

BY: S.M. KLING R.P.L.S. NO. 2003

REVISED: 09/19/94
INCREASED TO 1003.97 AC. UNIT

WELL LOCATION
MYERS CATTLE UNIT WELL NO. 1
UNION PACIFIC RESOURCES COMPANY
LEE C. SMITH SURVEY, A-211
B.B.B. & C.R.R. SURVEY, A-84

BRAZOS COUNTY, TEXAS
SCALE: 1"=1000' AUGUST, 1994

(19) M-95404

Pooling Agreement

FILED: 3-2-95

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

JAMES E. (JIM) NUGENT, Chairman
MARY SCOTT NABERS, Commissioner
BARRY WILLIAMSON, Commissioner

DAVID M. CARLICK
Director
RICHARD W. BUERGER
Director, Production Allocation
Office (512) 463-6838
Fax (512) 463-6955

1701 N. CONGRESS | P. O. BOX 12967 | AUSTIN, TEXAS 78711-2967

August 22, 1994

Union Pacific Resources Company
P.O. Box 7
Mail Station 3407
Ft Worth TX 76101-0007
Attn: Marilyn J. Meehan

RE: APPLICATIONS FOR DRILLING PERMITS
ACCOUNT NUMBER: 14-876645
REGISTER NUMBER: 216401

Dear Ms. Meehan,

This will acknowledge receipt of your check, number 05605768, in the amount of $30,000.00, dated 08-19-94. The Oil & Gas Division has registered your check with the number 216401. All W1 applications submitted with this cover letter will be deducted from this specific check only. An account was established from which your authorized representative can draw the necessary fees in order to properly process the Form W1.

If after permit approval, the drilling permit is withdrawn, dismissed, denied, closed, cancelled or expires the application fee will not be credited back to your account, as the fee is non-refundable pursuant to Statewide Rule 78. To be valid this letter must be signed by an authorized representative prior to resubmitting.

A COPY OF THIS LETTER MUST BE ATTACHED TO EACH FORM W1 SUBMITTED IN ORDER TO PROCESS THE APPLICATION USING THE PREPAID ACCOUNT. IF NOT, THE APPLICATION WILL BE RETURNED.

Your truly,

William J. Gallagher, Administrator
Audit and Permits

Authorized by:

DATE: 9/1/94

AMOUNT: $200.00

PLEASE COMPLETE FOR THE W1 ATTACHED TO THIS COVER LETTER.

LEASE NAME	WELL NO.	COUNTY	RRC USE ONLY
Myers Cattle Unit	1	Brazos	PERMIT#

▶ 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

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' - 8100, 2001' - 4000' - 8125
4001' - 9000' - 8150 9001' or deeper - 8200

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

Enter here, if assigned: API No. 42- Permit No. Rule 37 Case No.

1. Operator's Name (exactly as shown on Form P-5, Organization Report): UNION PACIFIC RESOURCES COMPANY
3. RRC Operator No.: 876645
4. RRC District No.: 03
5. County of Well Site: BRAZOS

2. Address (including city and zip code): P. O. Box 7 - MS/3006, Fort Worth, Texas 76101-0007

6. Lease Name (32 spaces maximum): MYERS CATTLE UNIT
7. RRC Lease/ID No.: 03
8. Well No.: 1
9. Total Depth: 13,700'

10. Location: TL (DN.DIP) B.B.B. & C.R.R. A- 84
• Section ____ Block ____ Survey SL & TL (Up DIP) Lee C. Smith Abstract No. A- 211
• This well is to be located 16.5 miles in a SE direction from College Station, Texas, which is the nearest town in the county of the well site.

11. Distance from proposed location to nearest lease or unit line ~~540'~~ 660 ft.
12. Number of contiguous acres in lease, pooled unit, or unitized tract 998.45 (OUTLINE ON PLAT.)

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.	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-3)	13,700'	467/1200	160/80	998.45	NO	N/A	OIL	1	0
GIDDINGS (AUSTIN CHALK, GAS)	13,700'	467/1200	160/80	998.45	NO	N/A	GAS	0	1

22. Perpendicular surface location from two nearest designated lines:
• ~~Lease~~/Unit 2,054' FWL & 4,022' FSL
• Survey/Section 7,500' FWL & 4,000' FNL

If a directional well, show also projected bottom-hole location:
• ~~Lease~~/Unit (Up Dip) 1,467' FNL & 600' FWL
• Survey/Section 5,850' FWL & 1,450' FNL

23. Is this a pooled unit?
Yes [X] ▶ (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 [X]

25. Is this wellbore subject to Statewide Rule 36 (hydrogen sulfide area)? Yes [ ] No [X]
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? If not, and if the well requires a Rule 37 or 38 exception, see Instructions for Rule 37.
Yes [X] No [ ]

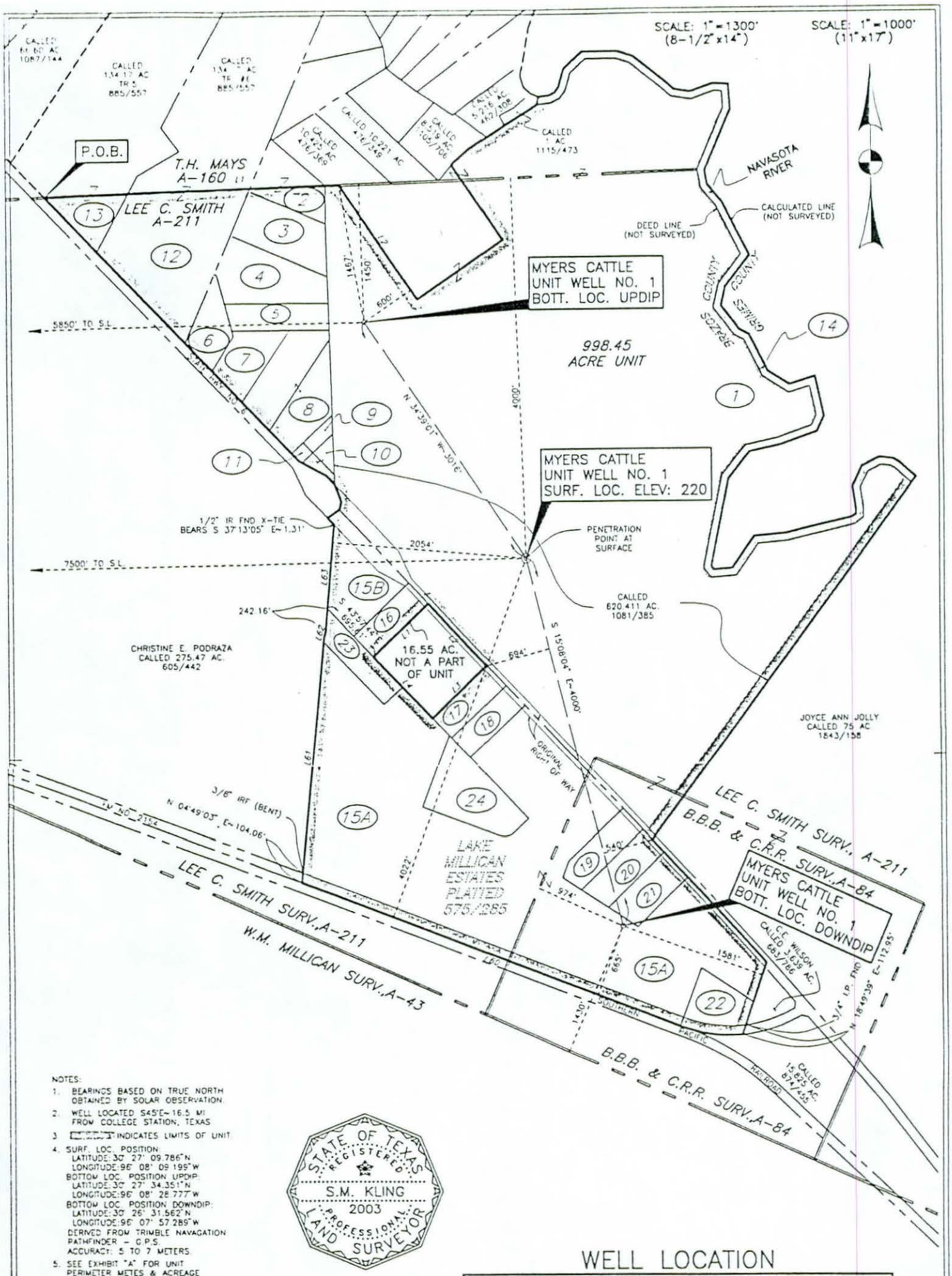
Remarks: Penetration Point Location:
Same as Surface Location
BHL (Down Dip)
665' FSL & 1,581' FWL of Unit
1,430' FSL & 974' FWL of Survey

I certify that information stated in this application is true and complete, to the best of my knowledge.

Wanda Bartell /Wanda Bartell/Regulatory Analyst
Signature Name and title of operator's representative

09/01/94 (817) 877-7941
Date: mo. day yr. Tel.: Area Code Number

• RRC Use Only •



NOTES:

1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED S45°E~16.5 MI FROM COLLEGE STATION, TEXAS
3. [ ] INDICATES LIMITS OF UNIT
4. SURF. LOC. POSITION:
   LATITUDE: 30° 27' 09.786"N
   LONGITUDE: 96° 08' 09.199"W
   BOTTOM LOC. POSITION UPDIP:
   LATITUDE: 30° 27' 34.351"N
   LONGITUDE: 96° 08' 28.777"W
   BOTTOM LOC. POSITION DOWNDIP:
   LATITUDE: 30° 26' 31.562"N
   LONGITUDE: 96° 07' 57.289"W
   DERIVED FROM TRIMBLE NAVAGATION PATHFINDER - G.P.S.
   ACCURACY: 5 TO 7 METERS.
5. SEE EXHIBIT "A" FOR UNIT PERIMETER METES & ACREAGE TABLE

STATE OF TEXAS
REGISTERED
S.M. KLING
2003
PROFESSIONAL
LAND SURVEYOR

I, S.M. KLING - R.P.L.S. #2003 DO CERTIFY THAT THE RULES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING HAVE BEEN COMPLIED WITH REGARDING THE TIES SHOWN FROM THE SURFACE LOCATION TO THE UNIT LINES.

BY: S.M. KLING R.P.L.S. NO. 2003

WELL LOCATION

MYERS CATTLE UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

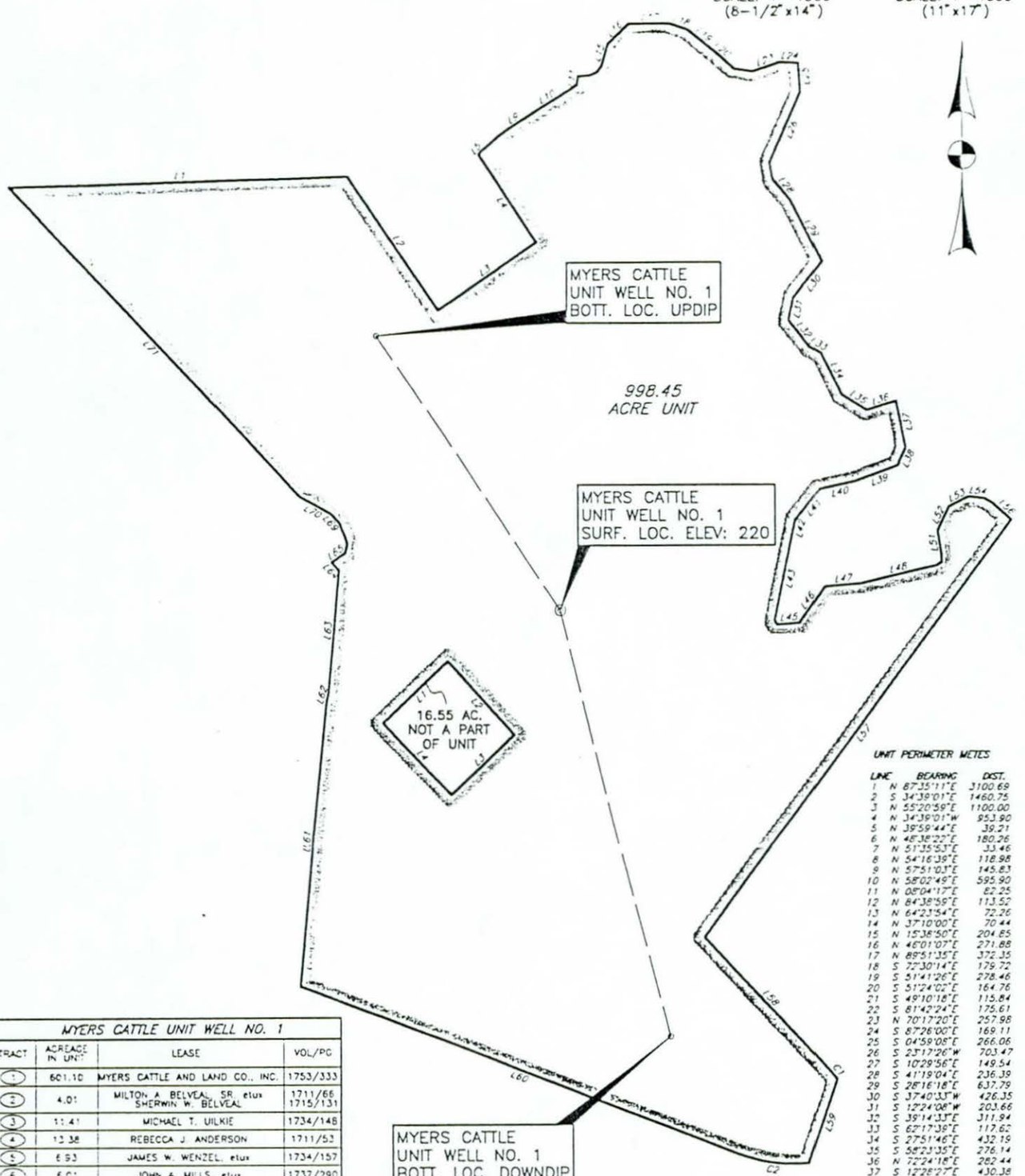
LEE C. SMITH SURVEY, A-211
B.B.B. & C.R.R. SURVEY, A-84

BRAZOS COUNTY, TEXAS
SCALE: 1"=1000' AUGUST, 1994

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

SCALE: 1" = 1300' (8-1/2" x 14")

SCALE: 1" = 1000' (11" x 17")



MYERS CATTLE UNIT WELL NO. 1			
TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
1	601.10	MYERS CATTLE AND LAND CO., INC.	1753/333
2	4.01	MILTON A. BELVEAL, SR. etux SHERWIN W. BELVEAL	1711/66 1715/131
3	11.41	MICHAEL T. UILKIE	1734/148
4	12.38	REBECCA J. ANDERSON	1711/53
5	6.93	JAMES W. WENZEL, etux	1734/157
6	6.01	JOHN A. MILLS, etux	1737/290
7	7.41	MELVIN OEHRLEIN, etux	1734/128
8	18.41	JOHNNY R. SMALLEY, etux	1734/144
9	1.20	THURMAN RAY WEHMEYER, JR.	2117/283
10	1.89	NEVILEE M. WEHMEYER	2117/281
11	0.56	FELIPE MURGUIA, etux	2117/264
12	33.55	TONI ORLANDO HARRIS, etvir	1682/112
13	6.03	LOUIS JAMES ORLANDO, etux	1679/83
14	22.15	STATE OF TEXAS (NAV. RIVER) LEASE #M-95404	2016/141
*54	186.99	LESTER I. KASTLEMAN, etux W. HAROLD SELLERS, etux	1823/326 1824/19
*55	13.93	LESTER I. KASTLEMAN, etux W. HAROLD SELLERS, etux	1823/326 1824/19
16	5.52	JOE CEMINO, etux	-
17	5.37	JODIE N. SMITH, etvir LESTER I. KASTLEMAN, etux W. HAROLD SELLERS, etux	- 1823/326 1824/19
18	5.33	CLYDE D. HOWARD, etux	1803/105
19	6.58	ROSS M. AYERS, etux	1786/97
20	6.59	WILLIAM E. PEACOCK, etux	1786/146
21	6.53	EVA BIERING	1803/92
22	7.99	CLARENCE JAMES MURPHREY, etux	2117/266
23	6.30	BILL GLAMEYER, etux LESTER I. KASTLEMAN, etux W. HAROLD SELLERS, etux	- 1823/326 1824/19
24	13.28	HAROLD N. SCHUETT, etux LESTER I. KASTLEMAN, etux W. HAROLD SELLERS, etux	- 1823/326 1824/19
	998.45	TOTAL ACRES IN UNIT	

UNIT PERIMETER METES

LINE	BEARING	DIST.
1	N 87°35'11"E	3100.69
2	S 34°39'01"E	1460.75
3	N 55°20'59"E	1100.00
4	N 34°39'01"W	953.90
5	N 39°59'44"E	39.21
6	N 48°38'22"E	180.26
7	N 51°35'53"E	33.46
8	N 54°16'39"E	118.98
9	N 57°51'03"E	145.83
10	N 58°02'49"E	595.90
11	N 08°04'17"E	82.25
12	N 84°38'59"E	113.52
13	N 64°23'54"E	72.26
14	N 37°10'00"E	70.44
15	N 15°38'50"E	204.85
16	N 46°01'07"E	271.88
17	N 89°51'35"E	372.35
18	S 72°30'14"E	179.72
19	S 51°41'26"E	278.46
20	S 51°24'02"E	164.76
21	S 49°10'18"E	115.84
22	S 81°42'24"E	175.61
23	N 70°17'20"E	257.98
24	S 87°26'00"E	169.11
25	S 04°59'05"E	266.06
26	S 23°17'26"W	703.47
27	S 10°29'56"E	149.54
28	S 41°19'04"E	236.39
29	S 28°16'18"E	637.79
30	S 37°40'33"W	426.35
31	S 12°24'08"W	203.66
32	S 39°14'33"E	311.94
33	S 62°17'38"E	117.62
34	S 27°51'46"E	432.19
35	S 58°23'35"E	276.14
36	N 72°24'18"E	282.44
37	S 12°26'27"E	430.38
38	S 23°37'24"W	180.52
39	S 69°57'51"W	419.26
40	S 7°32'45"W	335.70
41	S 39°07'04"W	362.17
42	S 11°19'25"W	140.84
43	S 11°19'25"W	785.52
44	S 40°00'31"E	42.74
45	N 85°53'01"E	200.05
46	N 35°23'44"E	405.01
47	N 85°04'40"E	340.21
48	N 76°21'07"E	720.86
49	N 52°53'00"E	52.71
50	N 01°26'19"W	51.84
51	N 09°38'13"W	234.66
52	N 25°39'54"E	240.96
53	N 63°08'36"E	205.51
54	S 84°47'54"E	150.38
55	S 58°56'34"E	89.79
56	S 48°41'01"E	226.33
57	S 36°30'51"W	4734.92
58	S 43°56'14"E	1627.38
	CURVE 1	
59	S 15°49'39"W	802.59
	CURVE 2	
60	N 69°39'23"W	4303.91
61	N 04°58'05"E	2593.31
62	N 15°09'23"E	64.20
63	N 04°20'41"E	1115.51
64	N 43°56'14"W	98.04
65	N 55°32'42"E	151.93
66	N 13°11'45"E	86.04
67	N 20°11'06"W	54.63
68	N 22°15'42"W	151.27
69	N 43°56'14"W	120.62
70	N 62°22'20"W	316.23
71	N 43°56'14"W	3867.55

NOT A PART OF UNIT:

LINE	BEARING	DIST.
1	N 46°02'14"E	801.59
2	S 43°56'14"E	899.68
3	S 46°02'14"W	801.18
4	N 43°57'47"W	899.68

CURVE DATA:

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
1	1°24'13"	5729.58	140.35	140.35	70.18	S 43°14'05"E
2	25°35'58"	1482.39	662.32	656.83	336.76	N 82°27'22"W

WELL LOCATION

MYERS CATTLE UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

LEE C. SMITH SURVEY, A-211

B.B.B. & C.R.R. SURVEY, A-84

BRAZOS COUNTY, TEXAS

SCALE: 1"=1000' AUGUST, 1994

Form P – 12
(1/16/74)

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

CERTIFICATE OF POOLING AUTHORITY

I, WANDA BARTELL, being of lawful age, being familiar with the matter, and having full knowledge of the facts set out, do state:

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

NAME OF OPERATOR: UNION PACIFIC RESOURCES COMPANY

NAME OF POOLED UNIT: MYERS CATTLE UNIT WELL NO. !

FIELD: Giddings (Austin Chalk-3) Giddings (Austin Chalk, Gas), Brazos COUNTY, TEXAS, contains 998.45 acres; that with respect to such pooled unit, as it is hereafter described, parties now owning a mineral interest or mineral interests (including royalty interests, working interests, or other mineral interests) therein either (1) acquired such interest as they now have subject to the provisions of an instrument or instruments now in effect and which permit the pooling of said interests or (2) have, by virtue of the execution of an instrument or instruments the provisions of which are now in effect, pooled such of said interests as they now own therein, in such manner that all of such pooled unit shall be considered by the Commission as one base tract as if all rights with respect thereto has been acquired under a single contract.

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

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

(OVER)

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

NAME OF HOLDER OF LEASE	LEASE NAME	NO. OF ACRES	MARGIN
Union Pacific Resources Company 1	Myers Cattle and Land Co., Inc.	601.10	
Union Pacific Resources Company 2	Milton A. Belveal, Sr., etux Sherwin W. Belveal	4.01	
Union Pacific Resources Company 3	Michael T. Unlkie	11.41	
Union Pacific Resources Company 4	Rebecca J. Anderson	13.38	
Union Pacific Resources Company 5	James W. Wenzel, etux	6.93	
Union Pacific Resources Company 6	John A. Mills, etux	6.01	
Union Pacific Resources Company 7	Melvin Oehrlein, etux	7.41	
Union Pacific Resources Company 8	Johnny R. Smalley, etux	18.41	
Union Pacific Resources Company 9	Thurman Ray Wehmeyer, Jr.	1.20	
Union Pacific Resources Company 10	Nevilee M. Wehmeyer	1.89	
Union Pacific Resources Company 11	Felipe Murguia, etux	0.56	
Union Pacific Resources Company 12	Toni Orlando Harris, etvir	33.55	
Union Pacific Resources Company 13	Louis James Orlando, etux	6.03	
Union Pacific Resources Company 14	State of Texas (Nav. River) Lse. #M-95404	22.15	
Union Pacific Resources Company 15A	Lester I. Kastleman, etux W. Harold Sellers, etux	186.99	
Union Pacific Resources Company 15B	Lester I. Kastleman, etux W. Harold Sellers, etux	13.93	
Union Pacific Resources Company 16	Joe Cemino, etux	5.52	
Union Pacific Resources Company 17	Jodie N. Smith, etvir Lester I. Kastleman, etux W. Harold Sellers, etux	5.37	
Union Pacific Resources Company 18	Clyde D. Howard, etux	5.33	
Union Pacific Resources Company 19	Ross M. Ayers, etux	6.58	
Union Pacific Resources Company 20	William E. Peacock, etux	6.59	
Union Pacific Resources Company 21	Eva Biering	6.53	
Union Pacific Resources Company 22	Clarence James Murphrey, etux	7.99	
Union Pacific Resources Company 23	Bill Glameyer, etux Lester I. Kastleman, etux W. Harold Sellers, etux	6.30	
Union Pacific Resources Company 24	Harold N. Schuett, etux Lester I. Kastleman, etux W. Harold Sellers, etux	13.28	
	TOTAL	998.45	

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.

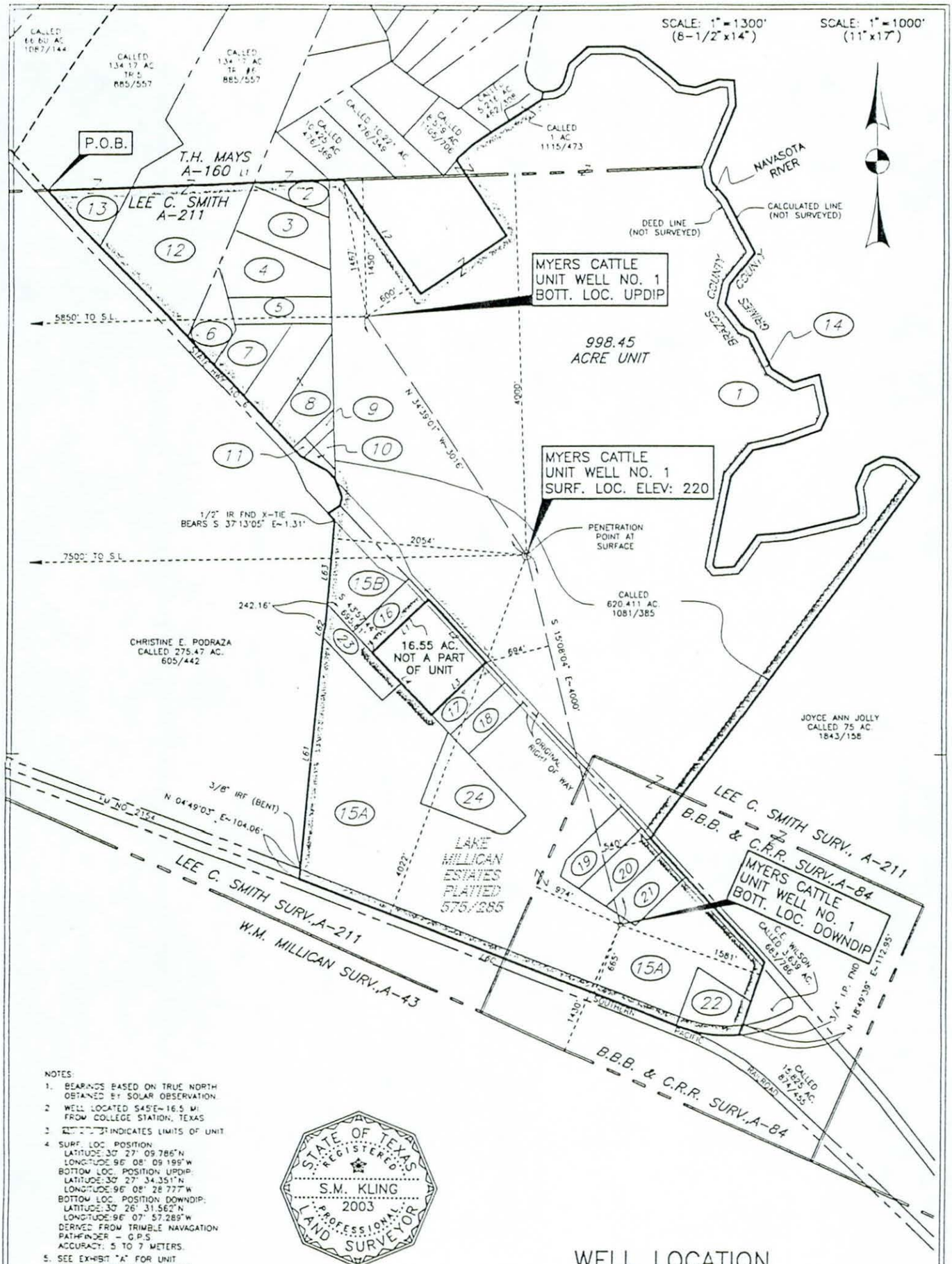
Wanda Bartell — Regulatory Analyst — 9/1/94

Representative of Operator — Title — Date

Telephone 817 (A/C) 877-7941 Number

INSTRUCTIONS

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



NOTES:

1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED S45°E~16.5 MI. FROM COLLEGE STATION, TEXAS
3. [illegible] INDICATES LIMITS OF UNIT
4. SURF. LOC. POSITION:
   LATITUDE: 30° 27' 09.786"N
   LONGITUDE: 96° 08' 09.199"W
   BOTTOM LOC. POSITION UPDIP:
   LATITUDE: 30° 27' 34.351"N
   LONGITUDE: 96° 08' 28.777"W
   BOTTOM LOC. POSITION DOWNDIP:
   LATITUDE: 30° 26' 31.562"N
   LONGITUDE: 96° 07' 57.289"W
   DERIVED FROM TRIMBLE NAVAGATION PATHFINDER - G.P.S.
   ACCURACY: 5 TO 7 METERS.
5. SEE EXHIBIT "A" FOR UNIT PERIMETER METES & ACREAGE TABLE

STATE OF TEXAS
REGISTERED
S.M. KLING
2003
PROFESSIONAL
LAND SURVEYOR

I, S.M. KLING - R.P.L.S. #2003 DO CERTIFY THAT THE RULES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING HAVE BEEN COMPLIED WITH REGARDING THE TIES SHOWN FROM THE SURFACE LOCATION TO THE UNIT LINES.

BY: S.M. KLING R.P.L.S. NO. 2003

WELL LOCATION

MYERS CATTLE UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

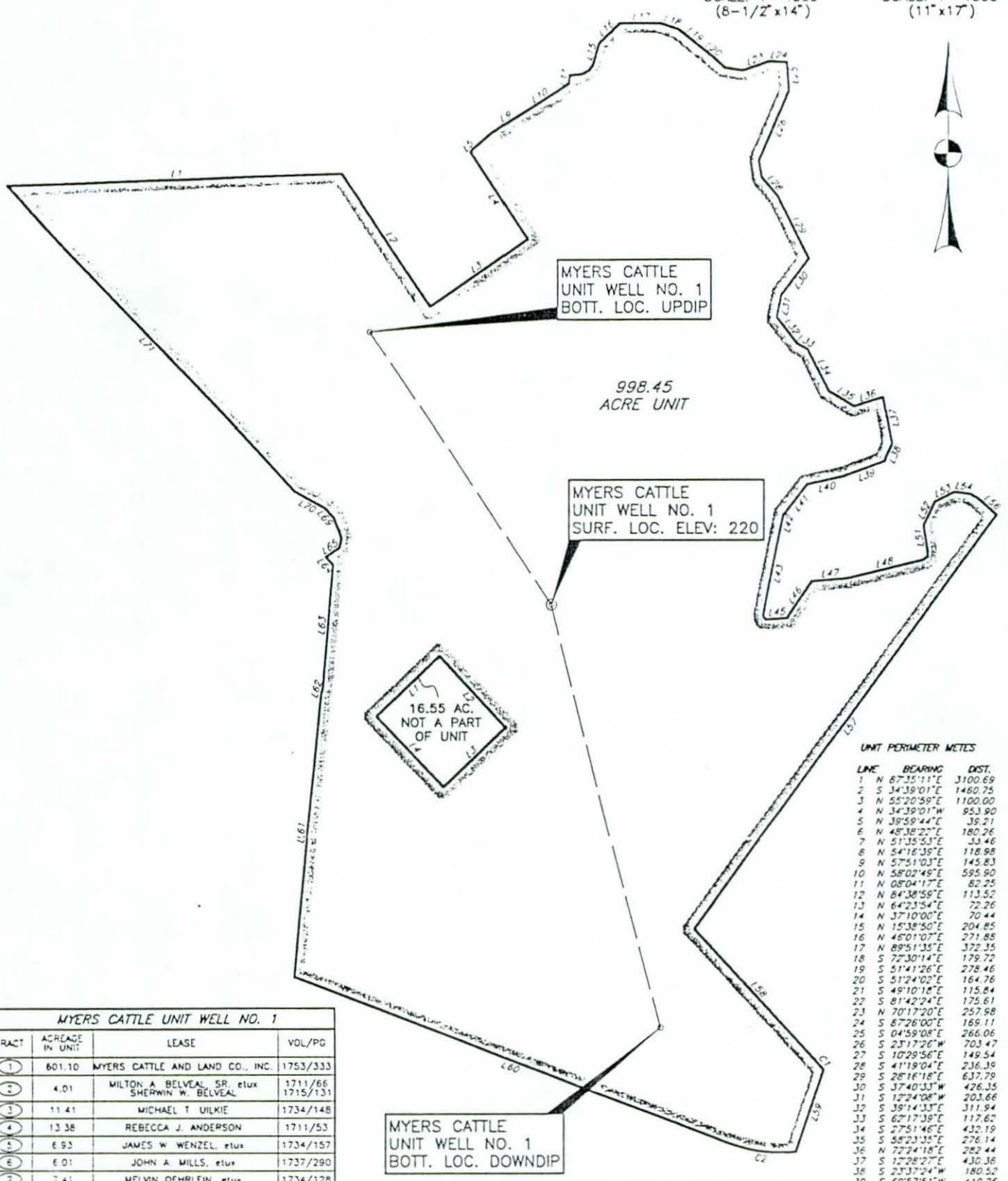
LEE C. SMITH SURVEY, A-211
B.B.B. & C.R.R. SURVEY, A-84

BRAZOS COUNTY, TEXAS
SCALE: 1" = 1000' AUGUST, 1994

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

SCALE: 1"=1300'
(8-1/2"x14")

SCALE: 1"=1000'
(11"x17")



UNIT PERIMETER METES

LINE	BEARING	DIST.
1	N 87°35'11"E	3100.69
2	S 34°39'01"E	1460.75
3	N 55°20'59"E	1100.00
4	N 34°39'01"W	953.90
5	N 39°59'44"E	38.21
6	N 48°38'27"E	180.26
7	N 51°35'53"E	33.46
8	N 54°16'38"E	118.88
9	N 57°51'03"E	145.83
10	N 58°02'48"E	595.90
11	N 08°04'17"E	82.25
12	N 84°38'59"E	113.52
13	N 64°23'54"E	72.26
14	N 37°10'00"E	70.44
15	N 15°38'50"E	204.85
16	N 45°01'07"E	271.85
17	N 89°51'35"E	372.35
18	S 72°30'14"E	179.72
19	S 51°41'26"E	278.46
20	S 51°24'02"E	164.76
21	S 49°10'18"E	115.84
22	S 81°42'24"E	175.61
23	N 70°17'20"E	257.98
24	S 87°26'00"E	169.11
25	S 04°59'08"E	266.06
26	S 23°17'26"W	703.47
27	S 10°29'56"E	149.54
28	S 41°19'04"E	236.39
29	S 28°16'18"E	637.79
30	S 37°40'33"W	426.35
31	S 12°24'08"W	203.66
32	S 39°14'33"E	311.94
33	S 62°17'39"E	117.62
34	S 27°51'46"E	432.19
35	S 58°23'35"E	276.14
36	N 72°24'18"E	282.44
37	S 17°28'27"E	430.36
38	S 23°37'24"W	180.52
39	S 69°57'51"W	419.26
40	S 77°32'45"W	335.70
41	S 39°07'04"W	362.17
42	S 11°19'25"W	140.84
43	S 11°19'25"W	785.52
44	S 40°00'31"E	40.74
45	N 85°53'01"E	200.09
46	N 35°23'44"E	405.01
47	N 85°04'40"E	340.21
48	N 76°21'07"E	720.86
49	N 52°53'00"E	52.71
50	N 01°26'19"W	51.84
51	N 09°38'13"W	234.66
52	N 25°39'54"E	240.96
53	N 63°08'36"E	205.51
54	S 84°47'54"E	150.38
55	S 55°56'34"E	89.29
56	S 48°41'01"E	225.33
57	S 35°30'51"W	4734.52
58	S 43°56'14"E	1627.38
	CURVE 1	
59	S 18°49'38"W	802.59
	CURVE 2	
60	N 69°39'23"W	4303.91
61	N 04°58'05"E	2593.31
62	N 15°09'23"E	64.20
63	N 04°20'41"E	1115.51
64	N 43°56'14"W	98.04
65	N 55°32'42"E	151.93
66	N 13°11'45"E	86.04
67	N 20°11'06"W	54.63
68	N 27°15'42"W	151.27
69	N 43°56'14"W	120.62
70	N 62°22'20"W	316.23
71	N 43°56'14"W	3867.55

NOT A PART OF UNIT:

LINE	BEARING	DIST.
1	N 46°02'14"E	801.59
2	S 43°56'14"E	899.68
3	S 46°02'14"W	801.18
4	N 43°57'47"W	899.68

CURVE DATA:

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
1	1°24'13"	5729.58	140.35	140.35	70.18	S 43°14'08"E
2	25°35'58"	1482.39	662.32	656.83	336.78	N 82°27'22"W

MYERS CATTLE UNIT WELL NO. 1			
TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
1	601.10	MYERS CATTLE AND LAND CO., INC.	1753/333
2	4.01	MILTON A. BELVEAL, SR. etux SHERWIN W. BELVEAL	1711/66 1715/131
3	11.41	MICHAEL T. UILKIE	1734/148
4	13.38	REBECCA J. ANDERSON	1711/53
5	6.93	JAMES W. WENZEL, etux	1734/157
6	6.01	JOHN A. MILLS, etux	1737/290
7	7.41	MELVIN OEHRLEIN, etux	1734/128
8	18.41	JOHNNY R. SMALLEY, etux	1734/144
9	1.20	THURMAN RAY WEHMEYER, JR.	2117/283
10	1.89	NEVILLE M. WEHMEYER	2117/281
11	0.56	FELIPE MURGUIA, etux	2117/264
12	33.55	TONI ORLANDO HARRIS, etvir	1682/112
13	6.03	LOUIS JAMES ORLANDO, etux	1679/83
14	22.15	STATE OF TEXAS (NAV. RIVER) LEASE #M-95404	2016/141
15A	186.99	LESTER I. KASTLEMAN, etux W. HAROLD SELLERS, etux	1823/326 1824/19
15B	13.93	LESTER I. KASTLEMAN, etux W. HAROLD SELLERS, etux	1823/326 1824/19
16	5.52	JOE CEMINO, etux	–
17	5.37	JODIE N. SMITH, etvir LESTER I. KASTLEMAN, etux W. HAROLD SELLERS, etux	– 1823/326 1824/19
18	5.33	CLYDE D. HOWARD, etux	1803/105
19	6.58	ROSS M. AYERS, etux	1786/97
20	6.59	WILLIAM E. PEACOCK, etux	1786/146
21	6.53	EVA BIERING	1803/92
22	7.99	CLARENCE JAMES MURPHREY, etux	2117/266
23	6.30	BILL GLAMEYER, etux LESTER I. KASTLEMAN, etux W. HAROLD SELLERS, etux	– 1823/326 1824/19
24	13.28	HAROLD N. SCHUETT, etux LESTER I. KASTLEMAN, etux W. HAROLD SELLERS, etux	– 1823/326 1824/19
	998.45	TOTAL ACRES IN UNIT	

WELL LOCATION

MYERS CATTLE UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

LEE C. SMITH SURVEY, A-211
B.B.B. & C.R.R. SURVEY, A-84

BRAZOS COUNTY, TEXAS
SCALE: 1"=1000' AUGUST, 1994

>C:\DATA\WELL1.DWG

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

REV. 6/8

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER
ON REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER	DATE PERMIT ISSUED OR AMENDED	DISTRICT
427708	9/15/94	03
API NUMBER	FORM W-1 RECEIVED	COUNTY
42 041 31836	9/02/94	BRAZOS
TYPE OF OPERATION		ACRES
DRILL (HORIZONTAL)		998.45

OPERATOR 876645

UNION PACIFIC RESOURCES COMPANY
P.O. BOX 7 - MS/3006
FORT WORTH TX 76101-0007

NOTICE

This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored.
District Office Telephone No.:

713 460-0631

LEASE NAME	WELL NUMBER
MYERS CATTLE UNIT	1
LOCATION	TOTAL DEPTH
16.50 MILES SE FROM COLLEGE STATI	13,700

SECTION, BLOCK and/or SURVEY

SECTION => BLOCK => ABSTRACT => 211

SURVEY ==> LEE C. SMITH

DISTANCE--LEASE LINES	DISTANCE--NEAREST WELL ON LEASE
2,054.00 F W - 4,022.00 F S	N/A
DISTANCE--SURVEY LINES	
7,500.00 F W - 4,000.00 F N	

READ IMPORTANT CONDITIONS AND INSTRUCTIONS ON THE BACK OF THIS FORM

FIELD(S) AND LIMITATIONS

PERMIT BOTTOM HOLE LOCATION:
SECTION ==========> BLOCK => ABSTRACT => 84
SURVEY NAME =====> BBB & C RR CO.
LEASE DISTANCE ==> 1,467.00 F N - 600.00 F NE
SURVEY DISTANCE => 5,850.00 F W - 1,450.00 F N
NEAREST WELL ====> N/A

GIDDINGS (AUSTIN CHALK-3)
GIDDINGS (AUSTIN CHALK, GAS)

** LIMITATIONS **

THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS

REGULAR PROVIDED THIS WELL IS NEVER COMPLETED IN VIOLATION OF APPLICABLE SPECIAL FIELD OR STATEWIDE SPACING RULES.
PENETRATION POINT SAME AS SURFACE LOCATION.
BHL: 665 FSL & 1581 FSEL OF UNIT
1430 FSWL & 974 FNWL

OIL AND GAS DIVISION

JAMES E. (JIM) NUGENT,
CHAIRMAN
MARY SCOTT NABERS, COMMISSIONER
BARRY WILLIAMSON, COMMISSIONER

DAVID M. GARLICK
DIRECTOR

RICHARD W. BUERGER
DIRECTOR, PRODUCTION ALLOCATION

1701 N. CONGRESS | CAPITOL STATION - P.O. BOX 12967 AUSTIN, TEXAS 78711-2967 | (512) 463-7288

September 15, 1994

UNION PACIFIC RESOURCES COMPANY
P.O. BOX 7 - MS/3006
FORT WORTH TX 76101-0007

RE: DIRECTIONAL DEVIATION
PERMIT #: 427708
LEASE: MYERS CATTLE UNIT WELL #: 1
FIELD: SEE ATTACHMENT COUNTY: BRAZOS

SURFACE LOCATION:
LEASE: 2054.00 F W & 4022.00 F S
SURVEY: 7500.00 F W & 4000.00 F N

BOTTOM HOLE LOCATION:
LEASE: 1467.00 F N & 600.00 F NE
SURVEY: 5850.00 F W & 1450.00 F N

OPERATOR :

This will be your authority in accordance with Statewide Rule 11 to directionally drill the subject well. Please bear in mind that this well will be directionally drilled at your own risk and no allowable will be assigned until this office is in receipt of a certified directional survey report made and filed in the manner prescribed in Statewide Rules 11 and 12 showing that exact surface location and bottomhole location of the well, together with a certified plat to adequate scale showing correct surface location and other pertinent information in order to determine exact bottomhole location.

A drilling permit for the well is being issued subject to review after receipt of all completion forms, together with such evidence as is necessary to show the exact bottomhole location of the deviated well. A copy of this permit must be furnished to the person in charge of directional control of the well, so such person will know the permitted bottomhole location to which the well is projected. Completion forms should be accompanied by a letter of transmittal giving reference to this letter as authority to directionally deviate the well. This procedure should be followed regardless of whether the well is completed either as a producer or as a dry hole.

Yours very truly,

DAVID C. TRIANA, P.E.
PRODUCTION ALLOCATION ENGINEER
03

cc: RRC - District Office HOUSTON
Production and Proration

An Equal Opportunity Employer (TDD 1-800-735-2989)

ATTACHMENT
PERMIT #: 427708

FIELD: GIDDINGS (AUSTIN CHALK-3)

FIELD: GIDDINGS (AUSTIN CHALK, GAS)

(20) M-95404

Appl. to Drill Well #1

FILED: 3-2-95

Texas General Land Office
Garry Mauro, Commissioner

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

May 4, 1995

Union Pacific Resources
P.O. Box 7
Fort Worth, Tx. 76101-0007

Re: Mineral File No. M-95404 & 96083
Property # 000108

Dear Sir or Madam:

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)475-1527 .

Sincerely,

Eugene H. Moore, Jr.

Eugene H. Moore, Jr.
Accounts Examiner
Royalty and Revenue Processing
Energy Resources

EHM

Printed on recycled paper with soybean ink

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

M-101648 T8003 122

DATE: 01/21/95

DIVISION ORDER

ME

PROPERTY NUMBER: 000108 PRODUCT(S):CONDENSATE
B

PROPERTY NAME: ABSHIRE UNIT #1 COUNTY/PARISH: BRAZOS

OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS

LEGAL DESCRIPTION: 828.94 ACRES - T.H. MAYS SURVEY, A-160, ET AL.
(UNIT DESIGNATION RECORDED VOLUME 2251, PAGE 80)

STATE OF TEXAS 005772101001
% COMMISSION GEN. LAND OFFICE
1700 N CONGRESS AVENUE
STEPHEN F. AUSTIN BLDG. 120
AUSTIN TX 78701

IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT. FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993. THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF SEPTEMBER 1994.

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

[redacted]

SOCIAL SECURITY OR TAX ID #

SIGNATURE OF WITNESS #2

NEW ADDRESS (IF CHANGED)

OWNER NUMBER	DOI/ID	OWNER NAME	INTEREST TYPE	INTEREST PAID BY UPRC
0057721 01	001	STATE OF TEXAS	RI	0.006594

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

UNION PACIFIC RESOURCES COMPANY

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

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

DIVISION ORDER

DATE: 01/21/95

ME

PROPERTY NUMBER: 000108 PRODUCT(S):CONDENSATE
B

PROPERTY NAME: ABSHIRE UNIT #1 COUNTY/PARISH: BRAZOS

OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS

LEGAL DESCRIPTION: 828.94 ACRES - T.H. MAYS SURVEY, A-160, ET AL.
(UNIT DESIGNATION RECORDED VOLUME 2251, PAGE 80)

STATE OF TEXAS 005772101001
% COMMISSION GEN. LAND OFFICE
1700 N CONGRESS AVENUE
STEPHEN F. AUSTIN BLDG. 120
AUSTIN TX 78701

THIS IS YOUR COPY. PLEASE RETAIN FOR YOUR RECORDS.
IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT. FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993. THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF SEPTEMBER 1994.

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

[redacted]

SOCIAL SECURITY OR TAX ID #

SIGNATURE OF WITNESS #2

NEW ADDRESS (IF CHANGED)

OWNER NUMBER	DOI/ID	OWNER NAME	INTEREST TYPE	INTEREST PAID BY UPRC
0057721 01	001	STATE OF TEXAS	RI	0.006594
2268771 01	001	JAY DON WATSON	RI	0.000040
2268771 01	002	JAY DON WATSON	RI	0.000067
2275795 01	001	BRENT BARKER	RI	0.000306
2280931 01	001	MARTHA J. WHITMORE	RI	0.005087
2300108 01	001	JOHN M. LAWRANCE III	RI	0.000078

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

UNION PACIFIC RESOURCES COMPANY

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

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2300108 01	002	JOHN M. LAWRANCE III	RI	0.000130
2300110 01	001	WILLIAM S. THORNTON	RI	0.000054
2300110 01	002	WILLIAM S. THORNTON	RI	0.000091
2300122 01	001	BILL M. PAYNE	RI	0.000051
2300122 01	002	BILL M. PAYNE	RI	0.000083
2324558 01	001	LINDA DUGGER TALLEY	RI	0.001901
2332604 01	001	F. L. POOL	RI	0.002093
2334618 01	001	VELMA I WALKER,ET AL/TRUST	RI	0.001485
2334618 01	002	VELMA I WALKER,ET AL/TRUST	RI	0.001035
2334620 01	001	ANNA LUCILLE DOUGHERTY	RI	0.001262
2334620 01	002	ANNA LUCILLE DOUGHERTY	RI	0.002103
2334632 01	001	ZELDA BESS FOWLER/TRUST	RI	0.003825
2341282 01	001	WILLIAM S. BELL	RI	0.020105
2343022 02	001	KNOX T. WILLIAMS III AND BETTE DAVIS WILLIAMS	RI	0.004187
2343046 01	001	MILLICAN, LAND & ROYALTY TRUST	RI	0.006280
2350296 01	001	ALANE L DUGGER DRYDEN	RI	0.006017
2350696 01	001	ELIZABETH DUNN/TRUST	RI	0.005757
2350703 01	001	BERTHA BESCH/TRUST	RI	0.005757
2350715 01	001	JOHN OBADAL/TRUST	RI	0.002878
2350727 01	001	JOSEPHINE MILLER	RI	0.001500
2350739 01	001	MATTIE WALKE RAMBO	RI	0.001500
2350741 01	001	MARY STEPHENS	RI	0.001500
2350753 01	001	ROY EDWARD GIBBONS	RI	0.001198
2350765 01	001	MARGARET JEAN FARRALL GIBBONS	RI	0.001198

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

UNION PACIFIC RESOURCES COMPANY

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

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2350777 01	001	BETTY PARNELL	RI	0.001198
2350789 01	001	JACK SKIPPER	RI	0.001198
2350791 01	001	JOHN VINSON FLOREY/JR	RI	0.001198
2350808 01	001	LEGRANDE KELLY SKIPPER	RI	0.000599
2350810 01	001	CAROLINE HOLLINS	RI	0.000599
2350834 01	001	NANCY W. KENT	RI	0.000498
2350846 01	001	EUGENE H. WAGNER JR.	RI	0.000498
2350860 01	001	SUSAN MARTHA WAGNER HOGARTY	RI	0.000498
2350872 01	001	ROGER SLOAN WILLIAMS AND MOLLY JO WILLIAMS	RI	0.008374
2350903 01	001	JOE FERRERI AND BARBARA FERRERI	RI	0.008962
2350927 01	001	L N SKIPPER/TRUST	RI	0.001198
2350939 01	001	PAUL BUENO DEMESQUITA/ESTATE	RI	0.002056
2356654 01	001	JOSEPHINE ZANEK	RI	0.006280
2374539 01	001	ELIZABETH WAGNER HETHERINGTON	RI	0.001992
2374541 01	001	RANDALL S. WAGNER	RI	0.000498
2374565 01	001	HAZEL DAWN ROGERS	RI	0.000158
2374577 01	001	MAY BELL N DAVIS	RI	0.000158
2374589 01	001	ALMA JEAN YOEMAN	RI	0.006143
2374591 01	001	ESTELLE VITOPIL	RI	0.000723
2374608 01	001	J N FAGIN	RI	0.003012
2374610 01	001	C B FAGIN	RI	0.003012
2374622 01	001	J A FAGIN	RI	0.003012
2374634 01	001	QUIN FOUNDATION	RI	0.001807

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

UNION PACIFIC RESOURCES COMPANY

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

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to: A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2374646 01	001	R A AMES	RI	0.000723
2374658 01	001	VINCENT GENNA MRS	RI	0.000723
2374660 01	001	STANLEY PLETTMAN	RI	0.000723
2374672 01	001	FRED W MCBRIDE	RI	0.000723
2374684 01	001	ETHYL MAGNANI	RI	0.000723
2374727 01	001	LOUIS JAMES ORLANDO AND MARTHA A ORLANDO	RI	0.001118
2374739 01	001	TONI ORLANDO HARRIS AND STEVEN HARRIS	RI	0.000289
2374789 01	001	RICHARD A STARTZMAN AND PATRICIA D STARTZMAN	RI	0.010338
2374808 01	001	DOUG ABSHIRE AND LINDA G ABSHIRE	RI	0.006056
2374846 01	001	METHODIST HOME FOUNDATION	RI	0.004000
2374858 01	001	WILLIAM A. STASNY JR.	RI	0.000723
2382073 01	001	JOHN EDWIN WALKE/ESTATE	RI	0.001500
2382223 01	001	SHIELDS PRESCOTT	RI	0.001192
2382235 01	001	DANIEL LEE PRESCOTT	RI	0.000596
2382247 01	001	DAVID EWING PRESCOTT	RI	0.000596
2382259 01	001	DAVID ELINE PRESCOTT CASSEL	RI	0.000596
2382261 01	001	MILDRED GRIFFIN PRESCOTT BEARD	RI	0.001787
2555007 01	001	EPISCOPAL THEOLOGICAL SEMINARY	RI	0.001807
5112902 01	001	ROY H. LAIRD,MEM. HOSP. TRUST	RI	0.001807
1536001 01	001	UNION PACIFIC RESOURCES CO.	WI	0.466690
1536001 01	002	UNION PACIFIC RESOURCES CO.	WI	0.084102
2166491 01	001	TORCH ENERGY ASSOCIATES	WI	0.077770

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

UNION PACIFIC RESOURCES COMPANY

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

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

PROPERTY NUMBER 000108

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2166491 01	002	TORCH ENERGY ASSOCIATES	WI	0.014015
2231187 01	001	NUEVO ENERGY COMPANY	WI	0.155540
2231187 01	002	NUEVO ENERGY COMPANY	WI	0.028030

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

UNION PACIFIC RESOURCES COMPANY

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

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

DIVISION ORDER

DATE: 01/21/95

ME

PROPERTY NUMBER: 000108 PRODUCT(S):GAS
F

PROPERTY NAME: ABSHIRE UNIT #1 COUNTY/PARISH: BRAZOS

OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS

LEGAL DESCRIPTION: 828.94 ACRES - T.H. MAYS SURVEY, A-160, ET AL.
(UNIT DESIGNATION RECORDED VOLUME 2251, PAGE 80)

STATE OF TEXAS 005772101001
% COMMISSION GEN. LAND OFFICE
1700 N CONGRESS AVENUE
STEPHEN F. AUSTIN BLDG. 200
AUSTIN TX 78701

IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT. FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993. THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF SEPTEMBER 1994.

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

[redacted]

SOCIAL SECURITY OR TAX ID #

SIGNATURE OF WITNESS #2

NEW ADDRESS (IF CHANGED)

OWNER NUMBER	DOI/ID	OWNER NAME	INTEREST TYPE	INTEREST PAID BY UPRC
0057721 01	001	STATE OF TEXAS	RI	0.006594

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

UNION PACIFIC RESOURCES COMPANY

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

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

DIVISION ORDER

DATE: 01/21/95

ME

PROPERTY NUMBER: 000108 PRODUCT(S):GAS
F

PROPERTY NAME: ABSHIRE UNIT #1 COUNTY/PARISH: BRAZOS

OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS

LEGAL DESCRIPTION: 828.94 ACRES - T.H. MAYS SURVEY, A-160, ET AL.
(UNIT DESIGNATION RECORDED VOLUME 2251, PAGE 80)

STATE OF TEXAS 005772101001
% COMMISSION GEN. LAND OFFICE
1700 N CONGRESS AVENUE
STEPHEN F. AUSTIN BLDG. 200
AUSTIN TX 78701

THIS IS YOUR COPY. PLEASE RETAIN FOR YOUR RECORDS.
IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT. FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993. THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF SEPTEMBER 1994.

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

[redacted]

SOCIAL SECURITY OR TAX ID #

SIGNATURE OF WITNESS #2

NEW ADDRESS (IF CHANGED)

OWNER NUMBER	DOI/ID	OWNER NAME	INTEREST TYPE	INTEREST PAID BY UPRC
0057721 01	001	STATE OF TEXAS	RI	0.006594
2268771 01	001	JAY DON WATSON	RI	0.000040
2268771 01	002	JAY DON WATSON	RI	0.000067
2275795 01	001	BRENT BARKER	RI	0.000306
2280931 01	001	MARTHA J. WHITMORE	RI	0.005087
2300108 01	001	JOHN M. LAWRANCE III	RI	0.000130

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

UNION PACIFIC RESOURCES COMPANY

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

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2300108 01	002	JOHN M. LAWRANCE III	RI	0.000078
2300110 01	001	WILLIAM S. THORNTON	RI	0.000091
2300110 01	002	WILLIAM S. THORNTON	RI	0.000054
2300122 01	001	BILL M. PAYNE	RI	0.000083
2300122 01	002	BILL M. PAYNE	RI	0.000051
2324558 01	001	LINDA DUGGER TALLEY	RI	0.001901
2332604 01	001	F. L. POOL	RI	0.002093
2334618 01	001	VELMA I WALKER,ET AL/TRUST	RI	0.001485
2334618 01	002	VELMA I WALKER,ET AL/TRUST	RI	0.001035
2334620 01	001	ANNA LUCILLE DOUGHERTY	RI	0.001262
2334620 01	002	ANNA LUCILLE DOUGHERTY	RI	0.002103
2334632 01	001	ZELDA BESS FOWLER/TRUST	RI	0.003825
2341282 01	001	WILLIAM S. BELL	RI	0.020105
2343022 01	001	KNOX T. WILLIAMS III	RI	0.004187
2343046 01	001	MILLICAN, LAND & ROYALTY TRUST	RI	0.006280
2350296 01	001	ALANE L DUGGER DRYDEN	RI	0.006017
2350696 01	001	ELIZABETH DUNN/TRUST	RI	0.005757
2350703 01	001	BERTHA BESCH/TRUST	RI	0.005757
2350715 01	001	JOHN OBADAL/TRUST	RI	0.002878
2350727 01	001	JOSEPHINE MILLER	RI	0.001500
2350739 01	001	MATTIE WALKE RAMBO	RI	0.001500
2350741 01	001	MARY STEPHENS	RI	0.001500
2350753 01	001	ROY EDWARD GIBBONS	RI	0.001198
2350765 01	001	MARGARET JEAN FARRALL GIBBONS	RI	0.001198

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

UNION PACIFIC RESOURCES COMPANY

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

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2350777 01	001	BETTY PARNELL	RI	0.001198
2350789 01	001	JACK SKIPPER	RI	0.001198
2350791 01	001	JOHN VINSON FLOREY/JR	RI	0.001198
2350808 01	001	LEGRANDE KELLY SKIPPER	RI	0.000599
2350810 01	001	CAROLINE HOLLINS	RI	0.000599
2350834 01	001	NANCY W. KENT	RI	0.000498
2350846 01	001	EUGENE H. WAGNER JR.	RI	0.000498
2350860 01	001	SUSAN MARTHA WAGNER HOGARTY	RI	0.000498
2350872 01	001	ROGER SLOAN WILLIAMS AND MOLLY JO WILLIAMS	RI	0.008374
2350903 01	001	JOE FERRERI AND BARBARA FERRERI	RI	0.008962
2350927 01	001	L N SKIPPER/TRUST	RI	0.001198
2350939 01	001	PAUL BUENO DEMESQUITA/ESTATE	RI	0.002056
2356654 01	001	JOSEPHINE ZANEK	RI	0.006280
2374539 01	001	ELIZABETH WAGNER HETHERINGTON	RI	0.001992
2374541 01	001	RANDALL S. WAGNER	RI	0.000498
2374565 01	001	HAZEL DAWN ROGERS	RI	0.000158
2374577 01	001	MAY BELL N DAVIS	RI	0.000158
2374589 01	001	ALMA JEAN YOEMAN	RI	0.006143
2374591 01	001	ESTELLE VITOPIL	RI	0.000723
2374608 01	001	J N FAGIN	RI	0.003012
2374610 01	001	C B FAGIN	RI	0.003012
2374622 01	001	J A FAGIN	RI	0.003012
2374634 01	001	QUIN FOUNDATION	RI	0.001807

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

UNION PACIFIC RESOURCES COMPANY

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

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2374646 01	001	R A AMES	RI	0.000723
2374658 01	001	VINCENT GENNA MRS	RI	0.000723
2374660 01	001	STANLEY PLETTMAN	RI	0.000723
2374672 01	001	FRED W MCBRIDE	RI	0.000723
2374684 01	001	ETHYL MAGNANI	RI	0.000723
2374727 01	001	LOUIS JAMES ORLANDO AND MARTHA A ORLANDO	RI	0.001118
2374739 01	001	TONI ORLANDO HARRIS AND STEVEN HARRIS	RI	0.000289
2374789 01	001	RICHARD A STARTZMAN AND PATRICIA D STARTZMAN	RI	0.010338
2374808 01	001	DOUG ABSHIRE AND LINDA G ABSHIRE	RI	0.006056
2374846 01	001	METHODIST HOME FOUNDATION	RI	0.004000
2374858 01	001	WILLIAM A. STASNY JR.	RI	0.000723
2382073 01	001	JOHN EDWIN WALKE/ESTATE	RI	0.001500
2382223 01	001	SHIELDS PRESCOTT	RI	0.001192
2382235 01	001	DANIEL LEE PRESCOTT	RI	0.000596
2382247 01	001	DAVID EWING PRESCOTT	RI	0.000596
2382259 01	001	DAVID ELINE PRESCOTT CASSEL	RI	0.000596
2382261 01	001	MILDRED GRIFFIN PRESCOTT BEARD	RI	0.001787
2555007 01	001	EPISCOPAL THEOLOGICAL SEMINARY	RI	0.001807
5112902 01	001	ROY H. LAIRD,MEM. HOSP. TRUST	RI	0.001807
1536001 01	001	UNION PACIFIC RESOURCES CO.	WI	0.466690
1536001 01	002	UNION PACIFIC RESOURCES CO.	WI	0.084102
2166491 01	001	TORCH ENERGY ASSOCIATES	WI	0.077770

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

UNION PACIFIC RESOURCES COMPANY

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

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

PROPERTY NUMBER 000108

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2166491 01	002	TORCH ENERGY ASSOCIATES	WI	0.014015
2231187 01	001	NUEVO ENERGY COMPANY	WI	0.155540
2231187 01	002	NUEVO ENERGY COMPANY	WI	0.028030

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

UNION PACIFIC RESOURCES COMPANY

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

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC)when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.

2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.

3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.

4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.

5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.

6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.

7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.

8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.

9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars ($25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars ($25.00).

10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.

(21)

M- 95404

Division Order

File Dated JUN 06 1995

DO NOT DESTROY

MEMO
GLO-36-11-97

Permanent
Unit # 2648

Operator Union Pacific Resources Company
Unit Name Myers Cattle Unit No. 1
County Brazos & Grime
Effective Date _____
Unitized for: Oil ___ Gas ___ Oil & Gas ✓

1. M.F. No. 95404
Area Navasota River Tr. 14
Sec. ___ Blk. ___ Survey _____
12.29 / 1034.65 = .01188 x 1/4 = 0.25 .297 = .00297 %

2. M.F. No. _____
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
_____ x _____ __.____%

3. M.F. No. _____
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
_____ x _____ __.____%

4. M.F. No. _____
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
_____ x _____ __.____%

REMARKS:
Keyed 4/30/98 mT.

Prepared by: E. GARZA | Date 04-10-98

PERM.

POOLING COMMITTEE REPORT

#2648

TO: SCHOOL LAND BOARD

DATE: May 2, 1995

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

UNIT NAME: Myers Cattle 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-95404	1/4**	10-19-96	3	95	12.29	UPRC

** Subject to Royalty Reduction clause in the state lease

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

PRIVATE ACRES: 1022.36
STATE ACRES: 12.29
TOTAL UNIT ACRES: 1034.65

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 1.188%
State Unit Royalty 0.238%

Railroad Commission Rules:
Spacing Acres
Acreage Factor _____ %

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

REMARKS:

- Union Pacific Resources Company is requesting permanent oil and gas pooling of the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 12,660 feet MD to 15,510 feet MD, as shown on UPRC's Myers Cattle Unit Well #1 Gamma Ray Log.

- The applicant completed a horizontal gas well well on January 13, 1995, in the Austin Chalk Formation. The well has 6 producing horizontal drainholes. The initial potential tests indicated the well was capable of producing 10,845 mcf of gas and 257 bbls of condensate per day.

- The applicant plans on drilling a second unit well. The proposed spud date is May 15, 1995.

- If the unit is approved, the applicant will have earned a royalty reduction to 20% as to the acreage ~~and depths~~ included in the unit from the state fee lease, making the state's unit royalty particpation 0.238%, because a unit well was completed and on-line prior to April 19, 1995.

- 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.

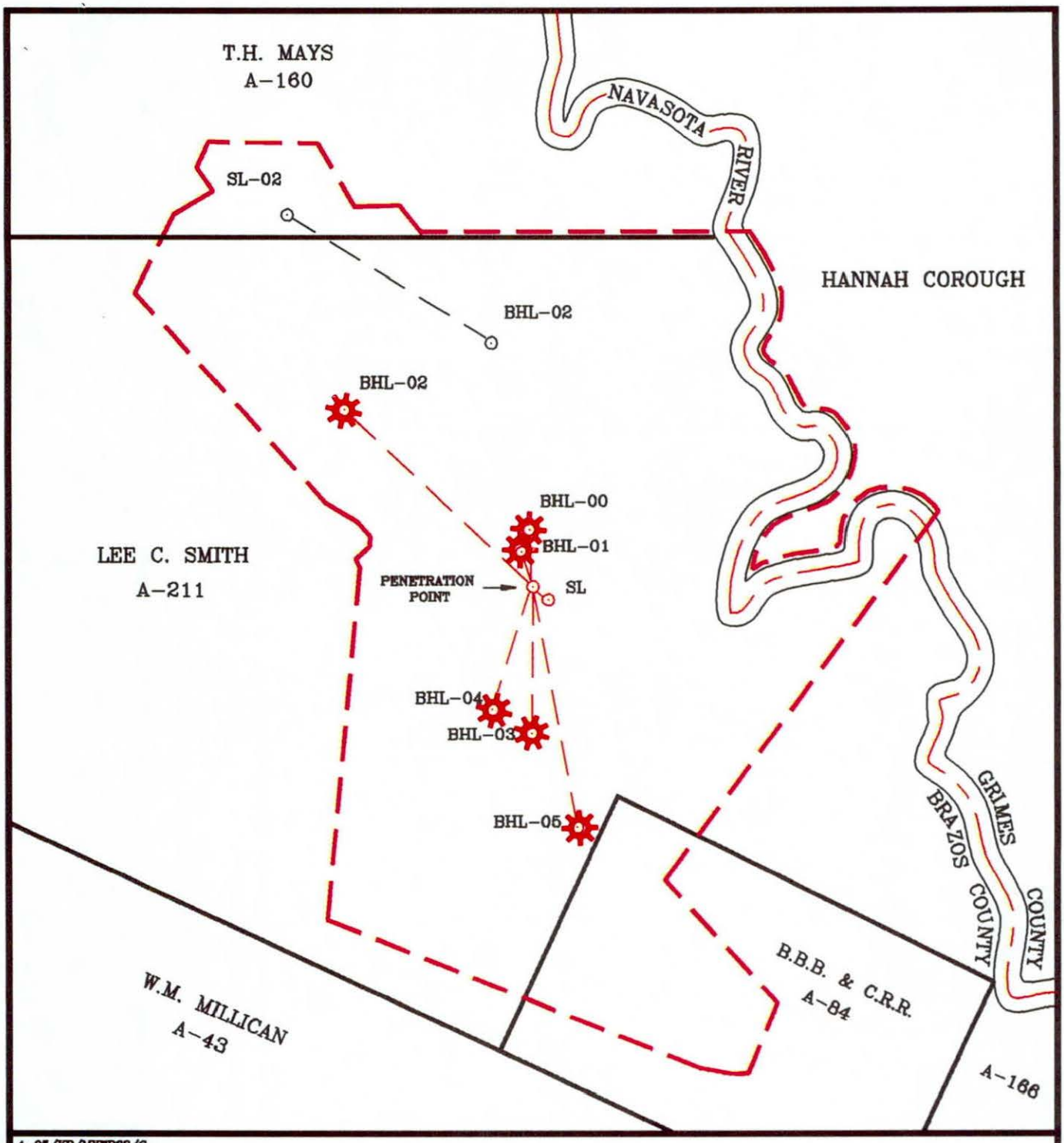
POOLING COMMITTEE RECOMMENDATION:

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

Jeffee Martinez-Vargas

Al Gonzales

Peter A. Boone



4-95/KB/MYERS2/G

UNION PACIFIC RESOURCES COMPANY

MYERS CATTLE UNIT - WELL NO. 1

GIDDINGS (AUSTIN CHALK-3) FIELD

BRAZOS & GRIMES COUNTIES

M-95404

(22) M-95 404

Pooling Committee Rpt

FILED: 7-10-95

POOLING AGREEMENT
UNION PACIFIC RESOURCES COMPANY
MYERS CATTLE UNIT
BRAZOS AND GRIMES COUNTIES, TEXAS

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

PURPOSES: 1.

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

UNIT DESCRIPTION: 2.

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

MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 12,660 feet measured depth to 15,510 feet measured depth, as shown on the Gamma Ray Log of the Union Pacific Resources Company, Myers Cattle Unit No. 1 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. Provided that, if any State Lease described in Exhibit "A" attached hereto contains provision 4(E) VARIABLE ROYALTY, and a producing unit well is not located on such State Lease and a reduced royalty has not otherwise been earned, then a reduced royalty may be earned by unit production, but it shall only apply to the acreage included within the unit, i.e. acreage outside of the unitized area must earn a reduced royalty independently.

(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 1034.65 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 May 2, 1995.

TERM: 9.

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

STATE LAND: 10.

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

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Brazos and Grimes 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 6/23/95

Legal
Content
Geology
Execution

STATE OF TEXAS

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

Date Executed 06/01/95

UNION PACIFIC RESOURCES COMPANY

By Carolyn J. Durrett

Its Attorney-In-Fact

RLM
JB
MH

~~XXXXX~~
Dated Executed 06/15/95

TORCH ENERGY ASSOCIATES LTD.

BY

ITS MATTHEW S. RAMSEY
Vice President

Approval

Date Executed 06/15/95

NUEVO ENERGY COMPANY

BY

ITS MATTHEW S. RAMSEY
Vice President

Approval

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 2nd day of May, 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 26th day of June, 1995.

Linda K. Fisher
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on JUNE 1st, 1995, by Carolyn J. David as Attorney-in-Fact of Union Pacific Resources Company, a DELAWARE corporation, on behalf of said corporation.

CAROL A. COOK
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/19/97

Carol A. Cook
Notary Public in and for the
State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on June 15, 1995, by Matthew S. Ramsey as Vice President of Torch Energy Associates Ltd., a Texas limited partnership, on behalf of said partnership.

SUSAN KOONCE
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 23, 1999

Susan Koonce
Notary Public in and for the
State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on June 15, 1995, by Matthew S. Ramsey as Vice President of Nuevo Energy Company, a Delaware corporation, on behalf of said corporation.

SUSAN KOONCE
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 23, 1999

Susan Koonce
Notary Public in and for the
State of Texas

Exhibit "A"

Attached to and made a part of that certain "Pooling Agreement, Union Pacific Resources Company, Myers Cattle Unit, Brazos and Grimes Counties, Texas".

Lease #: TX1-46269
Lessor: Milton Albert Belveal, et ux
Lessee: Union Pacific Resources Company
Dated: December 15, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1730, Page 160

Lease #: TX1-46270
Lessor: Rebecca J. Anderson
Lessee: Union Pacific Resources Company
Dated: December 17, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1711, Page 053

Lease #: TX1-46271(1)
Lessor: Milton A. Belveal, Sr., et ux
Lessee: Union Pacific Resources Company
Dated: December 15, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1711, Page 066

Lease #: TX1-46271(2)
Lessor: Sherwin W. Belveal
Lessee: Union Pacific Resources Company
Dated: December 28, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1715, Page 131

Lease #: TX1-46278
Lessor: Sherwin Wayne Belveal
Lessee: Union Pacific Resources Company
Dated: December 28, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1730, Page 154

Lease #: TX1-46492
Lessor: Toni Orlando Harris, et al
Lessee: Union Pacific Resources Company
Dated: November 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1682, Page 112

Lease #: TX1-47006
Lessor: James W. Wenzel, et ux
Lessee: Union Pacific Resources Company
Dated: December 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1734, Page 157

Lease #: TX1-47007
Lessor: Michael T. Uilkie
Lessee: Union Pacific Resources Company
Dated: January 7, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1734, Page 148

Lease #: TX1-47010
Lessor: Johnny R. Smalley, et ux
Lessee: Union Pacific Resources Company
Dated: December 29, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1734, Page 144

Lease #: TX1-47011
Lessor: Melvin Oehrlein, et ux
Lessee: Union Pacific Resources Company
Dated: December 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1734, Page 128

Lease #: TX1-47054
Lessor: John A. Mills, et ux
Lessee: Union Pacific Resources Company
Dated: December 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1737, Page 290

Lease #: TX1-47144
Lessor: Myers Cattle & Land Company
Lessee: Union Pacific Resources Company
Dated: February 24, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1753, Page 333

Lease #: TX1-47903
Lessor: William E. Peacock, et ux
Lessee: Union Pacific Resources Company
Dated: March 30, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1786, Page 146

Lease #: TX1-48042
Lessor: Ross M. Ayers, et ux
Lessee: Union Pacific Resources Company
Dated: April 1, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1786, Page 097

Lease #: TX1-48060
Lessor: Clyde D. Howard, et ux
Lessee: Union Pacific Resources Company
Dated: March 30, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1803, Page 105

Lease #: TX1-48107
Lessor: Eva Biering
Lessee: Union Pacific Resources Company
Dated: April 1, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1803, Page 092

Lease #: TX1-48117(1)
Lessor: Lester I. Kastleman, et ux
Lessee: Union Pacific Resources Company
Dated: March 25, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1823, Page 326

Lease #: TX1-48117(2)
Lessor: W. Harold Sellers, et ux
Lessee: Union Pacific Resources Company
Dated: May 6, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1824, Page 019

Lease #: TX1-62869
Lessor: Nevilee Wehmeyer
Lessee: Union Pacific Resources Company
Dated: March 21, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2117, Page 281

Lease #: TX1-62871
Lessor: Thurmond Ray Wehmeyer, Jr.
Lessee: Union Pacific Resources Company
Dated: March 21, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2117, Page 283

Lease #: TX1-62885
Lessor: Felipe Murguia, et ux
Lessee: Union Pacific Resources Company
Dated: March 15, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2117, Page 264

Lease #: TX1-62886
Lessor: Clarence James Murphrey, et ux
Lessee: Union Pacific Resources Company
Dated: March 15, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2117, Page 266

Lease #: TX1-63286
Lessor: Jodie N. Smith, et vir
Lessee: Union Pacific Resources Company
Dated: May 31, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2182, Page 071

Lease #: TX1-63287
Lessor: Joe Cemino, et ux
Lessee: Union Pacific Resources Company
Dated: May 23, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2182, Page 053

Lease #: TX1-65071
Lessor: Bill Glameyer, et ux
Lessee: Union Pacific Resources Company
Dated: June 10, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2211, Page 307

Lease #: TX1-65072
Lessor: Harold N. Schuett, et ux
Lessee: Union Pacific Resources Company
Dated: June 10, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2182, Page 062

Lease #: TX1-71620
Lessor: Mario N. Castillo, et ux
Lessee: Union Pacific Resources Company
Dated: September 7, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2201, Page 238

Lease #: TX1-72007
Lessor: Michael B. Lively
Lessee: Union Pacific Resources Company
Dated: June 14, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2236, Page 238

Lease #: TX1-72598
Lessor: Southern Pacific Transportation Company
Lessee: Union Pacific Resources Company
Dated: December 7, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2281, Page 056

Lease #: TX2-60571
Lessor: State of Texas
Lessee: Union Pacific Resources Company
Dated: October 19, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2016, Page 141
Filed: Real Property Records of Grimes County, Texas
Recorded: Volume 750, Page 779

Exhibit "B" attached to and made a part of that certain "Pooling Agreement, Union Pacific Resources Company, Myers Cattle Unit, Brazos and Grimes Counties, Texas".

Myers Cattle Unit
1034.65 Acre Unit
Union Pacific Resources Company
Lee C. Smith Survey, A-211
T. H. Mays Survey, A-160
B.B.B. & C.R.R. Survey, A-84
Brazos County, Texas
Grimes County, Texas

Field notes of a 1034.65 acre tract or parcel of land, lying and being situated in the Lee C. Smith Survey, Abstract No. 211, in the T. H. Mays Survey, Abstract No. 160 and in the B.B.B. & C.R.R. Survey, Abstract No. 84, Brazos & Grimes County, Texas, and consisting of the following tracts:

Part of the called 620.411 acre tract (and ½ of the adjoining right-of-way of State Highway No. 6) described in the deed recorded in Volume 1081, Page 385, of the Official Records of Brazos County, Texas;

All of the called 8.405 acre tract (and all of the adjoining 30' wide access strip) described in the deed recorded in Volume 594, Page 184, of the Deed Records of Brazos County, Texas;

All of the called 11.123 acre tract (and all of the adjoining 30' wide access strip) described in the deed recorded in Volume 559, Page 383, of the Deed Records of Brazos County, Texas;

All of the called 13.126 acre tract (and all of the adjoining 30' wide access strip) described in the deed recorded in Volume 1149, Page 52, of the Official Records of Brazos County, Texas;

All of the called 6.916 acre tract described in the deed recorded in Volume 455, Page 648, of the Deed Records of Brazos County, Texas;

All of the called 6.068 acre tract described in the deed recorded in Volume 1080, Page 831, of the Official Records of Brazos County, Texas;

All of the called 7.32 acre tract described in Volume 463, Page 740, of the Deed Records of Brazos County, Texas;

All of the called 0.110 acre tract described in Volume 501, Page 546, of the Deed Records of Brazos County, Texas;

All of the called 18.32 acre tract described in Volume 1625, Page 101, of the Official Records of Brazos County, Texas;

All of the called 1.218 acre tract described in the deed recorded in Volume 480, Page 301, of the Deed Records of Brazos County, Texas;

All of the called 0.98 acre tract described in the deed recorded in Volume 207, Page 55, of the Deed Records of Brazos County, Texas;

All of the called 1.43 acre tract (actually 0.83 acres) described in the deed recorded in Volume 148, Page 594, of the Deed Records of Brazos County, Texas;

All of the called 0.57 acre tract described in the deed recorded in Volume 459, Page 63, of the Deed Records of Brazos County, Texas;

Part of the called 134.17 acre tract No. 6 described in the deed recorded in Volume 885, Page 557, of the Official Records of Brazos County, Texas;

Part of the called 10.946 acre tract described in the deed recorded in Volume 476, Page 359, of the Deed Records of Brazos County, Texas;

All of Lake Millican Estates (and ½ of the adjoining right-of-way of State Highway No. 6) (and all of the adjoining right-of-way of F.M. No. 2154) according the plat recorded in Volume 575, Page 285, of the Deed Records of Brazos County, Texas;

Part of the Navasota River - State of Texas Oil & Gas Lease No. M-95404, as recorded in Volume 2016, Page 141, of the Official Records of Brazos County, Texas;

All of the called 24.42 acre lease tract as described in the Oil & Gas Lease from Southern Pacific Transportation Co. to Union Pacific Resources Company dated May 7th, 1994;

And part of the called 10.425 acre tract described in the deed recorded in Volume 476, Page 369, of the Deed Records of Brazos County, Texas, and said 1034.65 acre tract being more particularly described as follows:

BEGINNING at the intersection of the northeasterly projection of the southeast line of the beforementioned 620.411 acre tract with the easterly bank (Grimes County side) of the Navasota River;

THENCE S 36° 30' 51" W across the Navasota River and along the southeast line of the beforementioned 620.411 acre tract at a distance of 4583.67 feet, pass a ½" iron rod found (bent) in the existing northeast right-of-way line of State Hwy No. 6, continue on for a total distance of 4685.60 feet to the centerline right-of-way of State Hwy No. 6;

THENCE along the centerline of the right-of-way of State Hwy No. 6 as follows:

S 43° 56' 14" E for a distance of 1627.38 feet to the beginning of a curve, concave to the southwest, having a radius of 5729.58 feet,

Southeasterly along said curve for an arc length of 140.35 feet and corner, the chord bears S 43° 14' 08" E - 140.35 feet;

THENCE S 18° 49' 39" W along the east line of the beforementioned Millican Estates at a distance of 56.98 feet, pass a ⅜" iron rod found at a 5" cedar post, continue on, at a distance of 689.64 feet, pass a ¾" iron pipe found at a 3" cedar post in the fenced north line of F.M. No. 2154, continue on for a total distance of 802.59 feet to the south right-of-way line of F.M. No. 2154, same being in a curve, concave to the north, having a radius of 1482.39 feet;

THENCE along the southerly right-of-way line of F.M. No. 2154 (100' right-of-way) as follows:

Westerly along said curve for an arc length of 662.33 feet to the end of this curve in the north right-of-way line of the Southern Pacific Railroad - 100' wide right-of-way, the chord bears N 82° 27' 22" W - 656.83 feet;

THENCE along the northerly right-of-way line of Southern Pacific Railroad as follows:

S 69° 39' 23" E for a distance of 93.46 feet to the beginning of a curve, concave to the southwest, having a radius of 2914.93 feet,

Southeasterly along said curve for an arc length of 1120.25 feet to the end of this curve, the chord bears S 58° 38' 48" E - 1113.37 feet,

S 47° 38' 13" E for a distance of 1459.12 feet to the reconstructed southeast line of the beforementioned B.B.B. & C.R.R. Survey, Abstract No. 84;

THENCE S 24° 44' 34" W along the southeasterly line of the beforementioned B.B.B. & C.R.R. Survey, across said railroad for a distance of 110.06 feet to the southwest corner of the B.B.B. & C.R.R. Survey;

THENCE N 66° 01' 33" W along the southeast line of the beforementioned B.B.B. & C.R.R. Survey, for a distance of 63.72 feet to the southwesterly right-of-way line of the Southern Pacific Railroad (125' wide right-of-way);

THENCE along the southerly right-of-way line of the Southern Pacific Railroad as follows:

N 47° 38' 13" W for a distance of 1431.97 feet and corner,

N 42° 21' 47" E for a distance of 25.00 feet to the beginning of a curve, concave to the southwest, having a radius of 2814.93 feet,

Northwesterly along said curve for an arc length of 1081.82 feet to the end of this curve, the chord bears N 58° 38' 48" W - 1075.17 feet,

N 69° 39' 23" W for a distance of 7587.40 feet to the southwest corner of the beforementioned Lee C. Smith Survey, A-211;

THENCE N 24° 44' 34" E across the beforementioned Southern Pacific Railroad for a distance of 100.30 feet to the northerly right-of-way line of same;

THENCE S 69° 39' 23" E along the northerly line of the beforementioned Southern Pacific Railroad for a distance of 3182.34 feet and corner;

THENCE along the west line of the beforementioned Lake Millican Estates, as follows:

N 04° 58' 05" E for a distance of 2593.31 feet and corner,

N 15° 09' 23" E for a distance of 64.20 feet and corner,

N 04° 20' 41" E for a distance of 1115.51 feet and corner in the southwest right-of-way line of State Hwy No. 6, from which a ½" iron rod found at a crosstie fence corner bears S 37° 13' 05" E - 1.31 feet;

THENCE N 43° 56' 14" W along the southwest right-of-way line of State Hwy No. 6 for a distance of 98.04 feet to the center of Jones Creek, at the south corner of the State of Texas - Hwy No. 6 Lease Tract described in Volume 1916, Page 291, of the Official Records of Brazos County, Texas;

THENCE along the center of Jones Creek, same being the easterly and southerly lines of the beforementioned Hwy No. 6 Lease, as follows:

N 55° 32' 42" E	for a distance of 151.93 feet,
N 13° 11' 45" E	for a distance of 86.04 feet,
N 20° 11' 06" W	for a distance of 54.63 feet,
N 22° 15' 42" W	for a distance of 151.27 feet to the northeast right-of-way line of State Hwy No. 6;

THENCE along the northeast right-of-way line of State Hwy No. 6 as follows:

N 43° 56' 14" W	for a distance of 120.62 feet,
N 62° 22' 20" W	for a distance of 316.23 feet,
N 43° 56' 14" W	for a distance of 3068.96 feet to the west corner of the beforementioned 134.17 acre tract, from which an 8" creosote fence corner bears S 07° 49' 32" E - 2.0 feet;

THENCE along the westerly line of the beforementioned 134.17 acre tract, adjacent to a fence, as follows:

N 27° 55' 24" E	for a distance of 900.65 feet and corner,
N 59° 08' 00" E	for a distance of 509.56 feet to a ⅜" iron rod found for corner,
N 38° 10' 58" W	for a distance of 309.82 feet to a ⅜" iron rod found for corner,
N 27° 55' 04" E	for a distance of 262.03 feet to a corner of the 661.52 acre unit surrounding the Moon Unit Well No. 1;

THENCE along the lines of the beforementioned 661.52 acre unit as follows:

N 87° 39' 27" E	for a distance of 1198.17 feet to the southeast line of the beforementioned 134.17 acre tract,
S 31° 28' 22" E	for a distance of 766.63 feet,
N 87° 39' 27" E	for a distance of 468.50 feet to the northeast line of the beforementioned 10.425 acre tract,
S 47° 25' 13" E	along the northeast line of the beforementioned 10.425 acre tract for a distance of 328.06 feet to a "T" post found marking the southeast corner of the 10.425 acre tract in the north line of the beforementioned 620.411 acre tract;

THENCE along the north line of the beforementioned 620.411 acre tract, as follows:

N 88° 32' 26" E	for a distance of 97.31 feet,
N 86° 19' 58" E	for a distance of 404.69 feet, to angle point corner,

THENCE N 87° 34' 12" E across the beforementioned 620.411 acre tract and along the common line between the beforementioned Mays Survey and the beforementioned Smith Survey, for a distance of 2841.76 feet to the eastern bank (Grimes County Side) of the Navasota River;

THENCE along the meanders of the easterly bank (Grimes County Side) of the Navasota River, same being the easterly line of the beforementioned State of Texas Lease No. M-95404, as located on-the-ground in the fall and winter of 1994, as follows:

S 08° 40' 30" W	141.53 feet,
S 36° 06' 56" E	673.25 feet,
S 13° 09' 15" E	228.34 feet,
S 28° 43' 27" W	196.09 feet,
S 44° 27' 40" W	189.59 feet,
S 07° 15' 24" W	183.13 feet,
S 17° 32' 33" E	238.92 feet,
S 43° 48' 28" E	75.76 feet,
S 69° 13' 55" E	137.96 feet,
S 45° 17' 03" E	175.36 feet,
S 31° 30' 41" E	72.21 feet,
S 07° 03' 31" E	169.14 feet,
S 42° 05' 38" E	162.05 feet,
S 67° 30' 13" E	219.41 feet,
N 63° 35 '54" E	160.51 feet,
S 79° 25' 08" E	86.97 feet,
S 05° 31' 43" E	75.69 feet,
S 39° 41' 09" E	190.83 feet,
S 18° 55' 42" W	230.21 feet,
S 26° 54' 36" W	118.95 feet,
S 54° 22' 05" W	101.84 feet,
S 79° 54' 06" W	351.03 feet,
S 70° 17' 36" W	230.24 feet,
S 52° 10' 25" W	113.05 feet,
S 40° 04' 59" W	246.71 feet,
S 24° 14' 20" W	358.76 feet,
S 05° 11' 43" W	649.14 feet,
S 32° 25' 23" E	57.52 feet,
N 84° 29' 16" E	159.62 feet,
N 78° 07' 31" E	85.90 feet,
N 40° 04' 09" E	229.00 feet,
N 31° 46' 08" E	98.01 feet,
N 41° 54' 48" E	113.32 feet,
N 82° 17' 41" E	128.54 feet,
N 77° 48' 21" E	537.55 feet,
N 82° 25' 19" E	298.70 feet,
N 62° 49' 18" E	101.58 feet,
N 02° 51' 12" W	51.20 feet,
N 18° 32' 38" W	118.68 feet,
N 02° 13' 43" E	161.59 feet,
N 20° 27' 43" E	164.17 feet,
N 60° 34' 19" E	170.24 feet,
N 88° 04' 31" E	185.32 feet,
S 53° 20' 06" E	127.48 feet,

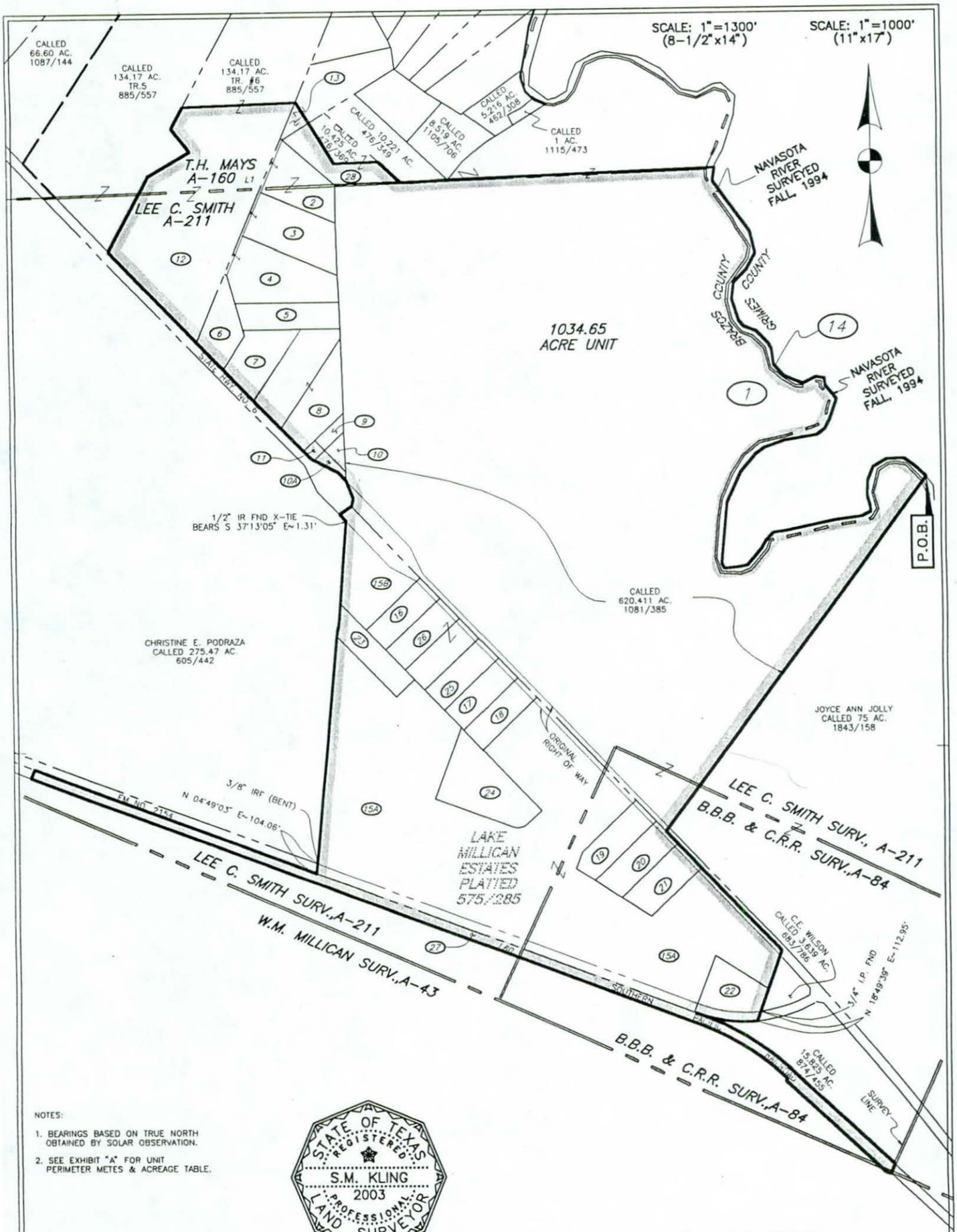
S 48° 29' 28" E 172.23 feet,
S 37° 50' 08" E 9.24 feet to the **PLACE OF BEGINNING**, containing 1034.65 acres of land, more or less.

Bearings based on True North, as obtained by Solar Observation.

Prepared 3/17/95

kes95-01b:\myercat1.034

Exhibit "C" attached to and made a part of that certain "Pooling Agreement, Union Pacific Resources Company, Myers Cattle Unit, Brazos and Grimes Counties, Texas".



NOTES:

1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. SEE EXHIBIT "A" FOR UNIT PERIMETER METES & ACREAGE TABLE.

STATE OF TEXAS
REGISTERED
S.M. KLING
2003
PROFESSIONAL
LAND SURVEYOR

I, S.M. KLING – R.P.L.S. #2003 DO CERTIFY THAT THE RULES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING HAVE BEEN COMPLIED WITH REGARDING THE TIES SHOWN FROM THE SURFACE LOCATION TO THE UNIT LINES.

BY: S.M. KLING R.P.L.S. NO. 2003

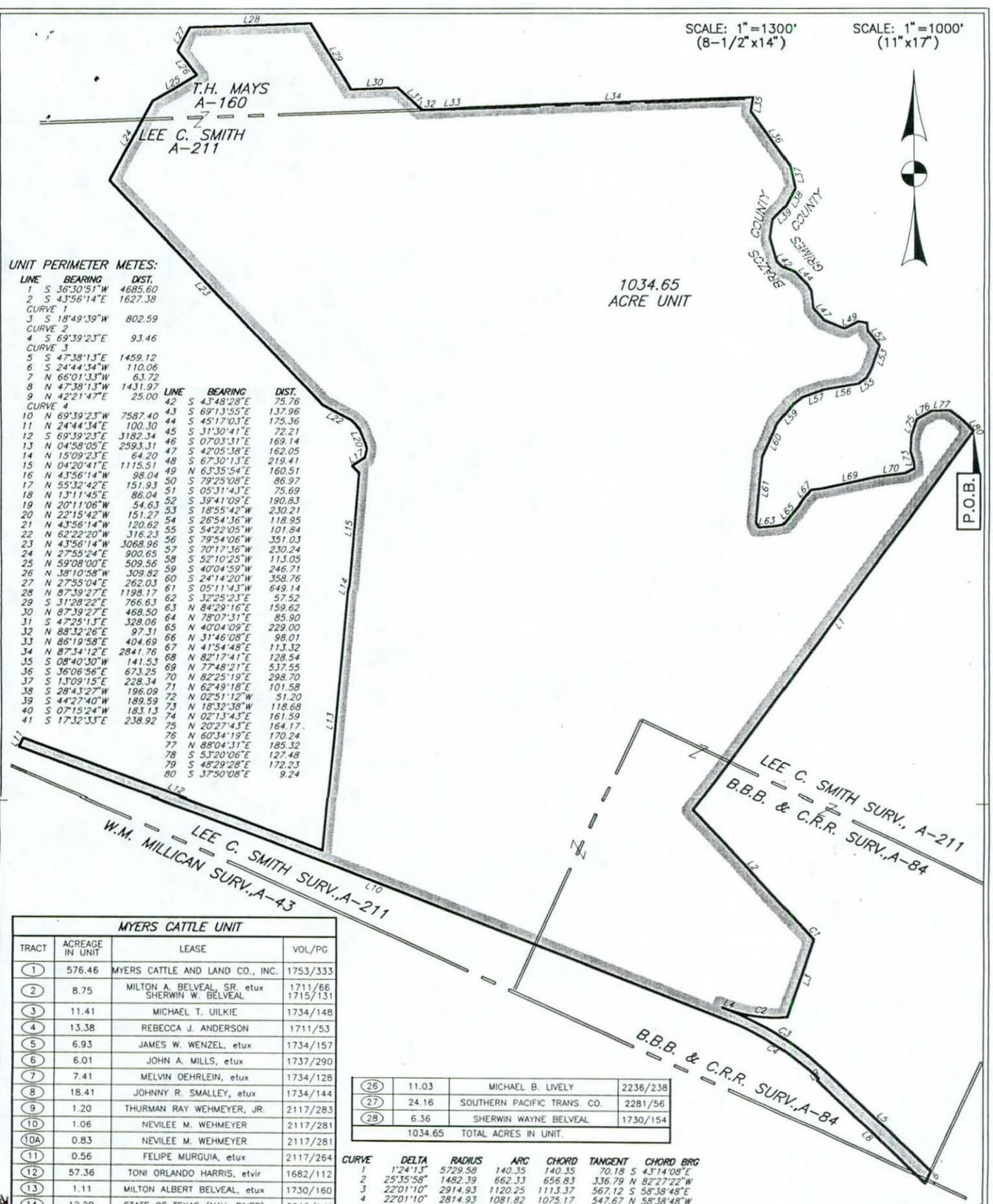
MYERS CATTLE UNIT

UNION PACIFIC RESOURCES COMPANY

T.H. MAYS SURVEY, A-160.
LEE C. SMITH SURVEY, A-211
B.B.B. & C.R.R. SURVEY, A-84
BRAZOS & GRIMES COUNTY, TEXAS
SCALE: 1"=1000' MARCH, 1995

041\MLL1.DWG

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS



UNIT PERIMETER METES:

LINE	BEARING	DIST.
1	S 36°30'51"W	4685.60
2	S 43°56'14"E	1627.38
CURVE 1		
3	S 18°49'39"W	802.59
CURVE 2		
4	S 69°39'23"E	93.46
CURVE 3		
5	S 47°38'13"E	1459.12
6	S 24°44'34"W	110.06
7	N 66°01'33"W	63.72
8	N 47°38'13"W	1431.97
9	N 42°21'47"E	25.00
CURVE 4		
10	N 69°39'23"W	7587.40
11	N 24°44'34"E	100.30
12	S 69°39'23"E	3182.34
13	N 04°58'05"E	2593.31
14	N 15°09'23"E	64.20
15	N 04°20'41"E	1115.51
16	N 43°56'14"W	98.04
17	N 55°32'42"E	151.93
18	N 13°11'45"E	86.04
19	N 20°11'06"W	54.63
20	N 22°15'42"W	151.27
21	N 43°56'14"W	120.62
22	N 62°22'20"W	316.23
23	N 43°56'14"W	3068.96
24	N 27°55'24"E	900.65
25	N 59°08'00"E	509.56
26	N 38°10'58"W	309.82
27	N 27°55'04"E	262.03
28	N 87°39'27"E	1198.17
29	S 31°28'22"E	766.63
30	N 87°39'27"E	468.50
31	S 47°25'13"E	328.06
32	N 88°32'26"E	97.31
33	N 86°19'58"E	404.69
34	N 87°34'12"E	2841.76
35	S 08°40'30"W	141.53
36	S 36°06'56"E	673.25
37	S 13°09'15"E	228.34
38	S 28°43'27"W	196.09
39	S 44°27'40"W	189.59
40	S 07°15'24"W	183.13
41	S 17°32'33"E	238.92
42	S 43°48'28"E	75.76
43	S 69°13'55"E	137.96
44	S 45°17'03"E	175.36
45	S 31°30'41"E	72.21
46	S 07°03'31"E	169.14
47	S 42°05'38"E	162.05
48	S 67°30'13"E	219.41
49	N 63°35'54"E	160.51
50	S 79°25'08"E	86.97
51	S 05°31'43"E	75.69
52	S 39°41'09"E	190.83
53	S 18°55'42"W	230.21
54	S 26°54'36"W	118.95
55	S 54°22'05"W	101.84
56	S 79°54'06"W	351.03
57	S 70°17'36"W	230.24
58	S 52°10'25"W	113.05
59	S 40°04'59"W	246.71
60	S 24°14'20"W	358.76
61	S 05°11'43"W	649.14
62	S 32°25'23"E	57.52
63	N 84°29'16"E	159.62
64	N 78°07'31"E	85.90
65	N 40°04'09"E	229.00
66	N 31°46'08"E	98.01
67	N 41°54'48"E	113.32
68	N 82°17'41"E	128.54
69	N 77°48'21"E	537.55
70	N 82°25'19"E	298.70
71	N 62°49'18"E	101.58
72	N 02°51'12"W	51.20
73	N 18°32'38"W	118.68
74	N 02°13'43"E	161.59
75	N 20°27'43"E	164.17
76	N 60°34'19"E	170.24
77	N 88°04'31"E	185.32
78	S 57°20'06"E	127.48
79	S 48°29'28"E	172.23
80	S 37°50'08"E	9.24

MYERS CATTLE UNIT

TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
1	576.46	MYERS CATTLE AND LAND CO., INC.	1753/333
2	8.75	MILTON A. BELVEAL, SR. etux SHERWIN W. BELVEAL	1711/66 1715/131
3	11.41	MICHAEL T. UILKIE	1734/148
4	13.38	REBECCA J. ANDERSON	1711/53
5	6.93	JAMES W. WENZEL, etux	1734/157
6	6.01	JOHN A. MILLS, etux	1737/290
7	7.41	MELVIN OEHRLEIN, etux	1734/128
8	18.41	JOHNNY R. SMALLEY, etux	1734/144
9	1.20	THURMAN RAY WEHMEYER, JR.	2117/283
10	1.06	NEVILEE M. WEHMEYER	2117/281
10A	0.83	NEVILEE M. WEHMEYER	2117/281
11	0.56	FELIPE MURGUIA, etux	2117/264
12	57.36	TONI ORLANDO HARRIS, etvir	1682/112
13	1.11	MILTON ALBERT BELVEAL, etux	1730/160
14	12.29	STATE OF TEXAS (NAV. RIVER) LEASE #M-95404	2016/141
15A	186.99	LESTER I. KASTLEMAN, etux W. HAROLD SELLERS, etux	1823/326 1824/19
15B	13.93	LESTER I. KASTLEMAN, etux W. HAROLD SELLERS, etux	1823/326 1824/19
16	5.52	JOE CEMINO, etux	2182/53
17	5.37	JODIE N. SMITH, etvir LESTER I. KASTLEMAN, etux W. HAROLD SELLERS, etux	2182/71 1823/326 1824/19
18	5.33	CLYDE D. HOWARD, etux	1803/105
19	6.58	ROSS M. AYERS, etux	1786/97
20	6.59	WILLIAM E. PEACOCK, etux	1786/146
21	6.53	EVA BIERING	1803/92
22	7.99	CLARENCE JAMES MURPHREY, etux	2117/266
23	6.30	BILL GLAMEYER, etux LESTER I. KASTLEMAN, etux W. HAROLD SELLERS, etux	2211/307 1823/326 1824/19
24	13.28	HAROLD N. SCHUETT, etux LESTER I. KASTLEMAN, etux W. HAROLD SELLERS, etux	2182/62 1823/326 1824/19
25	5.52	MARIO N. CASTILLO, etux	2201/238
26	11.03	MICHAEL B. LIVELY	2236/238
27	24.16	SOUTHERN PACIFIC TRANS. CO.	2281/56
28	6.36	SHERWIN WAYNE BELVEAL	1730/154
	1034.65	TOTAL ACRES IN UNIT.	

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
1	1°24'13"	5729.58	140.35	140.35	70.18	S 43°14'08"E
2	25°35'58"	1482.39	662.33	656.83	336.79	N 82°27'22"W
3	22°01'10"	2914.93	1120.25	1113.37	567.12	S 58°38'48"E
4	22°01'10"	2814.93	1081.82	1075.17	547.67	N 58°38'48"W

EXHIBIT "A"

MYERS CATTLE UNIT

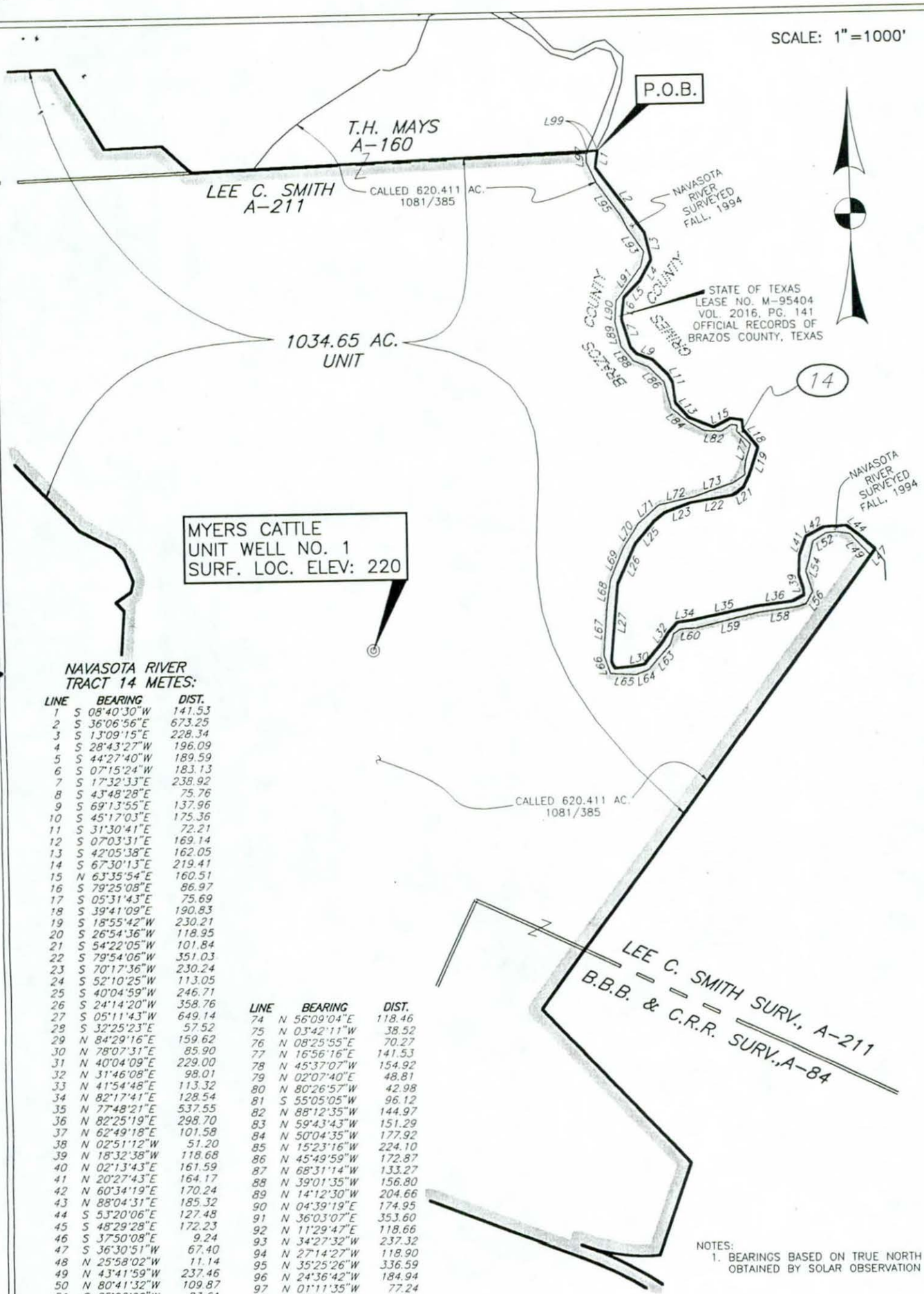
UNION PACIFIC RESOURCES COMPANY

T.H. MAYS SURVEY, A-160.
LEE C. SMITH SURVEY, A-211
B.B.B. & C.R.R. SURVEY, A-84
BRAZOS & GRIMES COUNTY, TEXAS

SCALE: 1"=1000' MARCH, 1995 PG. 2 OF 2

041\MILL1.DWG

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS



NAVASOTA RIVER
TRACT 14 METES:

LINE	BEARING	DIST.
1	S 08°40'30"W	141.53
2	S 36°06'56"E	673.25
3	S 13°09'15"E	228.34
4	S 28°43'27"W	196.09
5	S 44°27'40"W	189.59
6	S 07°15'24"W	183.13
7	S 17°32'33"E	238.92
8	S 43°48'28"E	75.76
9	S 69°13'55"E	137.96
10	S 45°17'03"E	175.36
11	S 31°30'41"E	72.21
12	S 07°03'31"E	169.14
13	S 42°05'38"E	162.05
14	S 67°30'13"E	219.41
15	N 63°35'54"E	160.51
16	S 79°25'08"E	86.97
17	S 05°31'43"E	75.69
18	S 39°41'09"E	190.83
19	S 18°55'42"W	230.21
20	S 26°54'36"W	118.95
21	S 54°22'05"W	101.84
22	S 79°54'06"W	351.03
23	S 70°17'36"W	230.24
24	S 52°10'25"W	113.05
25	S 40°04'59"W	246.71
26	S 24°14'20"W	358.76
27	S 05°11'43"W	649.14
28	S 32°25'23"E	57.52
29	N 84°29'16"E	159.62
30	N 78°07'31"E	85.90
31	N 40°04'09"E	229.00
32	N 31°46'08"E	98.01
33	N 41°54'48"E	113.32
34	N 82°17'41"E	128.54
35	N 77°48'21"E	537.55
36	N 82°25'19"E	298.70
37	N 62°49'18"E	101.58
38	N 02°51'12"W	51.20
39	N 18°32'38"W	118.68
40	N 02°13'43"E	161.59
41	N 20°27'43"E	164.17
42	N 60°34'19"E	170.24
43	N 88°04'31"E	185.32
44	S 53°20'06"E	127.48
45	S 48°29'28"E	172.23
46	S 37°50'08"E	9.24
47	S 36°30'51"W	67.40
48	N 25°58'02"W	11.14
49	N 43°41'59"W	237.46
50	N 80°41'32"W	109.87
51	S 85°22'09"W	83.61
52	S 57°25'37"W	130.49
53	S 12°55'36"W	159.29
54	S 16°06'06"W	93.00
55	S 17°38'13"E	177.88
56	S 30°40'15"W	113.48
57	S 70°37'01"W	79.09
58	S 81°57'36"W	321.75
59	S 76°15'08"W	521.04
60	S 87°23'39"W	128.05
61	S 56°41'10"W	72.13
62	S 17°55'08"W	88.39
63	S 40°44'48"W	275.70
64	S 68°06'02"W	111.39
65	N 87°21'30"W	214.89
66	N 19°16'05"W	161.18
67	N 04°17'05"E	402.55
68	N 08°30'30"E	222.76
69	N 22°30'49"E	287.24
70	N 32°02'51"E	231.88
71	N 49°09'42"E	226.51
72	N 77°15'14"E	297.71
73	N 70°58'06"E	341.22
74	N 56°09'04"E	118.46
75	N 03°42'11"W	38.52
76	N 08°25'55"E	70.27
77	N 16°56'16"E	141.53
78	N 45°37'07"W	154.92
79	N 02°07'40"E	48.81
80	N 80°26'57"W	42.98
81	S 55°05'05"W	96.12
82	N 88°12'35"W	144.97
83	N 59°43'43"W	151.29
84	N 50°04'35"W	177.92
85	N 15°23'16"W	224.10
86	N 45°49'59"W	172.87
87	N 68°31'14"W	133.27
88	N 39°01'35"W	156.80
89	N 14°12'30"W	204.66
90	N 04°39'19"E	174.95
91	N 36°03'07"E	353.60
92	N 11°29'47"E	118.66
93	N 34°27'32"W	237.32
94	N 27°14'27"W	118.90
95	N 35°25'26"W	336.59
96	N 24°36'42"W	184.94
97	N 01°11'35"W	77.24
98	N 24°32'13"E	18.33
99	N 87°34'12"E	84.46

NOTES:
1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION

NAVASOTA RIVER
TRACT 14—12.29 ACRES

MYERS CATTLE UNIT

UNION PACIFIC RESOURCES COMPANY

LEE C. SMITH SURVEY, A-211

BRAZOS & GRIMES COUNTY, TEXAS

SCALE: 1"=1000' MARCH, 1995

041\MILL1

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

(23) M-95404
Pooling Agreement
FILED: 7-10-95

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Form G-1
Rev. 4/1/83

Type or print only

483-047

M-95404

API No. 42-041-31836

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

7. RRC District No.: 03
8. RRC Gas ID No.:

1. FIELD NAME (as per RRC Records or Wildcat): GIDDINGS (Austin Chalk, Gas)
2. LEASE NAME: MYERS CATTLE UNIT
9. Well No.: 1
3. OPERATOR'S NAME (Exactly as shown on Form P-5, Organization Report): UNION PACIFIC RESOURCES COMPANY
RRC Operator No.: 876645
10. County of well site: BRAZOS
4. ADDRESS: P.O.Box 7 MS 3006, Fort Worth, TX 76101-0007
11. Purpose of filing: Initial Potential [X]; Retest [ ]; Reclass [ ]; Well record only (Explain in remarks) [ ]
5. Location (Section, Block, and Survey): Lee C. Smith A-211
5b. Distance and direction to nearest town in this county.: 16.50 MILES SE FROM COLLEGE STA.
6. If operator has changed within last 60 days, name former operator:
12. If workover or reclass, give former field (with reservoir) & Gas ID or oil lease no. FIELD & RESERVOIR / GAS ID or OIL LEASE # / Oil—O Gas—G / WELL #:
13. Pipe Line Connection: Ferguson-Burleson Cty. G.G.S
14. Completion or recompletion date: 1-13-95
15. Any condensate on hand at time of workover or recompletion? [ ] Yes [ ] No
16. Type of Electric or other Log Run: GR

Section I — GAS MEASUREMENT DATA

Date of Test: 1/24-26/95
Gas Measurement Method (Check One): Orifice Meter [X] Flange Taps [X] Pipe Taps [ ] Positive Choke [ ] Orifice Vent Meter [ ] Pitot Tube [ ] Critical-flow Prover [ ]
Gas produced during test: 32,534 MCF

Run No.	Line Size	Orif. or Choke Size	24 Hr. Coeff. Orif. or Choke	Static P_m or Choke Press	Diff. h_w	Flow Temp. °F	Temp. Factor F_{tf}	Gravity Factor F_g	Compress Factor F_{pv}	Volume MCF/DAY
1	4.026	2.500	43217.40	1,095	60	105	0.9594	0.9291	1.098	10,845
2										
3										
4										

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	55.7 Deg. API	42,197 CF/Bbl	G_{mix} = 0.757	184 °F	317 °F @ 13144 (Depth)

$D_{eff}^{8/3} = 6.310$

$\sqrt{T_r} = \sqrt{713.5} = 26.71$

$\sqrt{GL} = \sqrt{9951.19} = 99.76$

$C = \frac{1118 \times (D_{eff})^{8/3}}{\sqrt{T}} = \frac{7,054.58}{26.71} = 264.10$

$\frac{\sqrt{GL}}{C} = \frac{99.76}{264.10} = 0.3777$

Run No.	Time of Run Min.	Choke Size	Wellhead Press. PSIA P_w	Wellhead Flow Temp. °F	P_w^2 (Thousands)	R	R^2 (Thousands)	P_l	P_w/P_l
Shut-In			5,590	50	31,248				
1	4,320	22/64	4,115	190	16,933	4096.2	16,778.7	5,806	0.709
2									
3									
4									

Run No.	F	K	$S = \frac{1}{z}$	E^{ks}	P_f and P_s	P_f^2 and P_s^2 (thousands)	$P_f^2 - P_s^2$ (thousands)
Shut-In		0.2899	0.9042	1.29970	7,265	52,785	
1	0.863	0.2256	0.9528	1.23976	5,102	26,026	26,759
2							
3							
4							

Angle of Slope
θ ..... 45.0°
n 1.000
Absolute Open Flow
21,300 MCF/DAY

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

/David L. West/ Union Pacific Resources Co.

Signature: Well Tester — David L. West — Name of Company — RRC Representative

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

/Wanda Bartell — Regulatory Analyst — 3-28-95 — Tel: (817) 877-7941

Signature: Operator's representative — Title — Date — A/C Number

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

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

18. Permit to Drill, Plug Back or Deepen — DATE: 9-15-94 — PERMIT NO: 427708
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: Union Pacific Resources Company

20. Number of producing wells on this lease in this field (reservoir) including this well: 1

21. Total number of acres in this lease: 998.45

22. Date Plug Back, Deepening, WorkOver or Drilling Operations: Commenced: 10-14-94 — Completed: 12-21-94

23. Distance to nearest well, Same Lease & Reservoir: N/A

24. Location of well, relative to nearest lease boundaries of lease on which this well is located: 2,054 Feet From West Line and 4,022 Feet from South Line of the Myers Cattle Unit Lease

25. Elevation (DF, RKB, RT, GR, ETC.): GL: 220'

26. Was directional survey made other than inclination (Form W—12)? [X] Yes [ ] No

27. Top of Pay: 12,500' — 28. Total Depth: 15,679' — 29. P. B. Depth: 15,679'

30. Surface Casing Determined by: Field Rules [ ] — Recommendation of T.D.W.R. Railroad Commission (Special) [X] — Dt. of Letter: 9-6-94 — Dt. of Letter

31. Is well multiple completion? [ ] Yes [X] No

32. If multiple completion, list all reservoir names (completions 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: Delta #63

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"	40.5#	2,525'		1071 sxs "A"	14 3/4"	surface	2349'
7 5/8"	29.7#	12,660'		416 sxs 55:65:2	9 7/8"	11,160'	1128.6
				336 sxs "H"			

37. LINER RECORD

Size	TOP	Bottom	Sacks Cement	Screen

38. TUBING RECORD

Size	Depth Set	Packer Set
2 3/8"	12,524'	12,507'

39. Producing Interval (this completion) Indicate depth of perforation or open hole

From	(St00) 12,660'	To	13,425'	(Up Dip)
From	(ST01) 12,966'	To	13,246'	(Up Dip)
From	(ST02) 12,810'	To	15,679'	(Up Dip)
From	(ST03) 12,720'	To	14,366'	(Down Dip)
	(ST04) 13,287	To	14,310'	(Down Dip)
	(ST05) 12,810'	To	15,510'	(Down Dip)

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

Depth Interval	Amount and Kind of Material Used
Open Hole Completion	

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

Formations	Depth	Formations	Depth
Pecan Gap	11,940'		
Austin Chalk	12,500'		

REMARKS

ATTACHMENT TO G-1
DATED 03-20-95
UNION PACIFIC RESOURCES COMPANY
MYERS CATTLE UNIT, WELL NO. 1

REMARKS:

SURFACE LOCATION

2,054' FWL & 4,000' FNL OF UNIT
7,500' FWL & 4,000' FNL OF SURVEY

PENETRATION POINT LOCATION

1,908' FWL & 3,857' FNL OF UNIT
7,368' FWL & 3,857' FNL OF SURVEY

BHL NO. ST00 (UP DIP) TD

1,503' FWL & 3,433' FNL OF UNIT 13,425'
7,060' FWL & 3,433' FNL OF SURVEY

BHL NO. ST01 (UP DIP) TD

1,639' FWL & 3,640' FNL OF UNIT 13,246'
7,175' FWL & 3,640' FNL OF SURVEY

BHL NO. ST02 (UP DIP) TD

800' FSWL & 2,168' FNL OF UNIT 15,679'
5,330' FWL & 1,930' FNL OF SURVEY

BHL NO. ST03 (DOWN DIP) TD

2,057' FWL & 2,870' FSWL OF UNIT 14,366'
7,356' FWL & 3,328' FSWL OF SURVEY

BHL NO. ST04 (DOWN DIP) TD

1,967' FWL & 2,875' FSWL OF UNIT 14,310'
7,270' FWL & 3,328' FSWL OF SURVEY

BHL NO. ST05 (DOWN DIP) TD

2,870' FSWL & 2,057' FSEL OF UNIT 15,510'
3,328' FSWL & 260' FSEL OF SURVEY

WELL HAS 6 PRODUCING HORIZONTAL DRAINHOLES

(24) M-95404

Completion Rpts Well #1

FILED: 7-10-95

DO NOT DESTROY

MEMO
GLO-36-11-97

Permanent
Unit # 2647

Operator Union Pacific Resources Co.
Unit Name Moon Unit No. 1
County Brazos + Grimes
Effective Date _____
Unitized for: Oil ___ Gas ___ Oil & Gas ✓

1. M.F. No. 95404
Area Navasota River Tr. 20
Sec. ___ Blk. ___ Survey Royalty Reduction
24.12 / 661.52 = .03646 x 1/4 (1/5) = .25 (.20) __.9115 = .009115 .7292 = .007292 %

2. M.F. No. _____
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
_____ x _____ __._____%

3. M.F. No. _____
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
_____ x _____ __._____%

4. M.F. No. _____
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
_____ x _____ __._____%

REMARKS:
Keyed 4/30/98 MT.

Prepared by: E Garza | Date 04-10-98

PERM.

POOLING COMMITTEE REPORT

TO: SCHOOL LAND BOARD

DATE: May 2, 1995

OPERATOR: Union Pacific Resources Co. **COUNTY:** Brazos & Grimes

UNIT NAME: Moon Unit No. 1 **FIELD:** Giddings (Austin Chalk-3)

STATE LEASE(S) IN UNIT

Lease *Type	State Number	State Royalty	Expiration Date	Term Year	Acres	Acres In Unit	Lessee of Record
SF	M-95404	1/4**	10-19-96	3	95	24.12	UPRC

** Subject to Royalty Reduction clause in the state lease

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

PRIVATE ACRES: 637.40
STATE ACRES: 24.12
TOTAL UNIT ACRES: 661.52

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 3.65%
State Unit Royalty 0.73%

Railroad Commission Rules:
Spacing 880 Acres
Acreage Factor 100%

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

REMARKS:

- Union Pacific Resources Company is requesting permanent oil and gas pooling of the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 12,121 feet MD to 15,620 feet MD, as shown on UPRC's Moon Unit #1 Gamma Ray Log.

- The applicant completed a horizontal gas well on November 22, 1994 in the Austin Chalk Formation. The initial potential tests indicate the well is capable of producing 7,985 mcf of gas and 639 bbls of condensate per day.

- If the unit is approved, the applicant will have earned a royalty reduction to 20% as to the acreage ~~and depths~~ included in the unit from the state fee lease, making the state's unit royalty participation 0.73%, because the unit well was completed and on-line prior to April 19, 1995.

- 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.

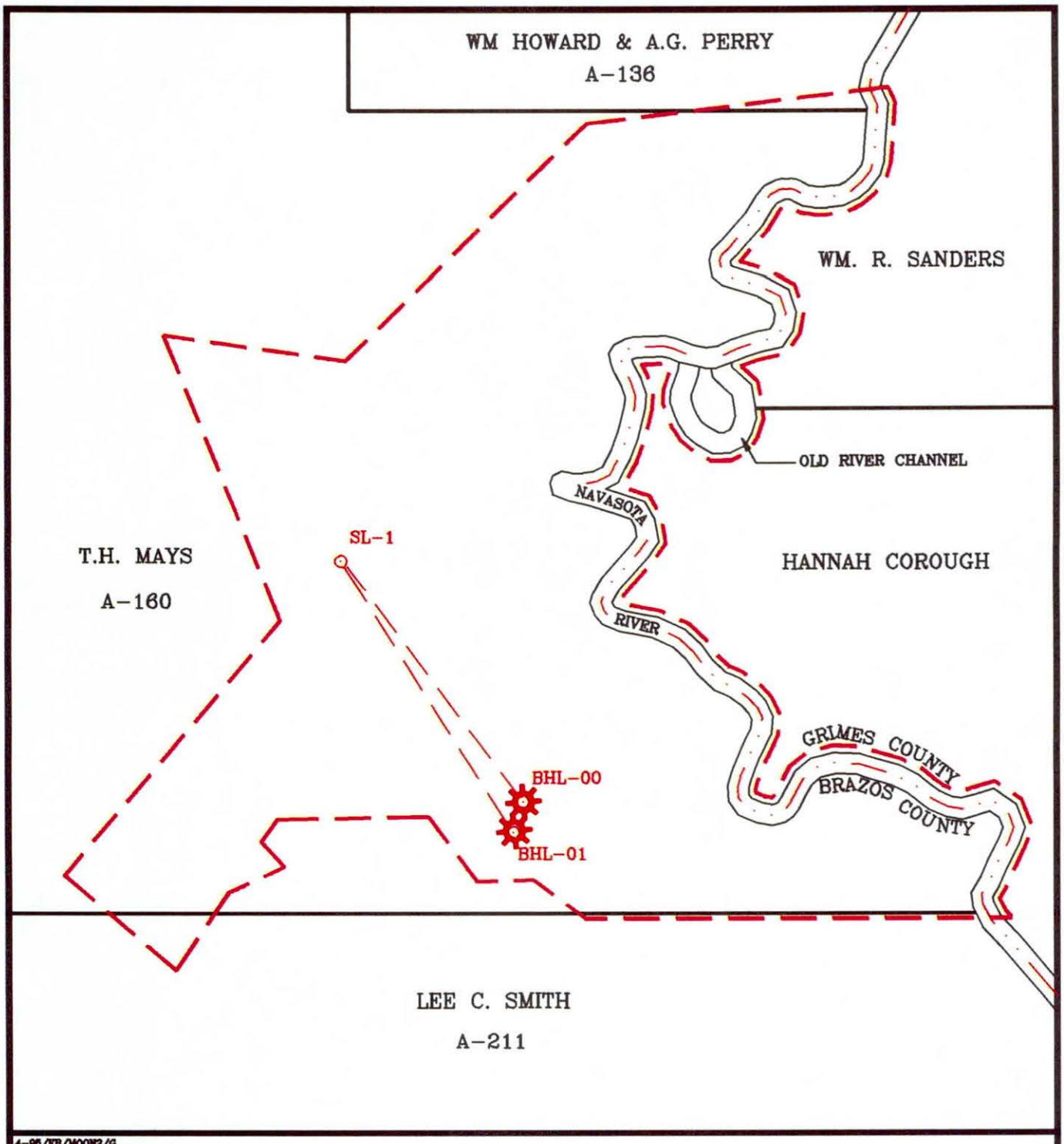
POOLING COMMITTEE RECOMMENDATION:

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

Jeffee Martinez-Vargas

Al Gonzales

Peter A. Boone



4-96/KB/MOON2/G

UNION PACIFIC RESOURCES COMPANY

MOON UNIT NO.1

GIDDINGS (AUSTIN CHALK-3) FIELD

BRAZOS & GRIMES COUNTIES

M-95404

(25) M-95404

Pooling Committee Rpt

FILED: 7-10-95

POOLING AGREEMENT
UNION PACIFIC RESOURCES COMPANY
MOON UNIT NO. 1
BRAZOS AND GRIMES COUNTIES, TEXAS

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

PURPOSES: 1.

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

UNIT DESCRIPTION: 2.

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

MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 12,121 feet measured depth to 15,620 feet measured depth, as shown on the Gamma Ray Log of the Union Pacific Resources Company, Moon Unit No. 1 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. Provided that, if any State Lease described in Exhibit "A" attached hereto contains provision 4(E) VARIABLE ROYALTY, and a producing unit well is not located on such State Lease and a reduced royalty has not otherwise been earned, then a reduced royalty may be earned by unit production, but it shall only apply to the acreage included within the unit, i.e. acreage outside of the unitized area must earn a reduced royalty independently.

(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 661.52 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 May 2, 1995.

TERM: 9.

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

STATE LAND: 10.

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

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Brazos and Grimes 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 6/23/95

STATE OF TEXAS

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

Legal
Content
Geology
Execution

Date Executed 06/01/95

UNION PACIFIC RESOURCES COMPANY

By Carolyn J. David

Its Attorney-In-Fact

RLM JB MAV

~~XXXX~~

Date Executed 06/15/95

TORCH ENERGY ASSOCIATES LTD.

BY

ITS MATTHEW S. RAMSEY Vice President

Approval

Date Executed 06/15/95

NUEVO ENERGY COMPANY

BY

ITS MATTHEW S. RAMSEY Vice President

Approval

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 2nd day of May, 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 26th day of June, 1995.

Linda K. Fisher
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on JUNE 1st, 1995, by Carolyn J. David as Attorney-in-Fact of Union Pacific Resources Company, a DELAWARE corporation, on behalf of said corporation.

CAROL A. COOK
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/19/97

Carol A. Cook
Notary Public in and for the
State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on June 15, 1995, by Matthew S. Ramsay as Vice President of Torch Energy Associates Ltd., a Texas limited partnership, on behalf of said partnership.

SUSAN KOONCE
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 23, 1999

Susan Koonce
Notary Public in and for the
State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on June 15, 1995, by Matthew S. Ramsay as Vice President of Nuevo Energy Company, a Delaware corporation, on behalf of said corporation.

SUSAN KOONCE
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 23, 1999

Susan Koonce
Notary Public in and for the
State of Texas

Exhibit "A"

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

Lease #: TX1-46269
Lessor: Milton Albert Belveal, et ux
Lessee: Union Pacific Resources Company
Dated: December 15, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1730, Page 160

Lease #: TX1-46272
Lessor: Doug Abshire, et ux
Lessee: Union Pacific Resources Company
Dated: December 2, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1715, Page 124

Lease #: TX1-46274
Lessor: T. L. Pasket, et ux
Lessee: Union Pacific Resources Company
Dated: December 14, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1715, Page 152

Lease #: TX1-46278
Lessor: Sherwin Wayne Belveal
Lessee: Union Pacific Resources Company
Dated: December 28, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1730, Page 154

Lease #: TX1-46490
Lessor: Louis James Orlando, et ux
Lessee: Union Pacific Resources Company
Dated: November 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1679, Page 083

Lease #: TX1-46491
Lessor: Louis J. Orlando, et al
Lessee: Union Pacific Resources Company
Dated: November 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1682, Page 108

Lease #: TX1-46492
Lessor: Toni Orlando Harris, et al
Lessee: Union Pacific Resources Company
Dated: November 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1682, Page 112

Lease #: TX1-46610
Lessor: Mary W. Orlando
Lessee: Union Pacific Resources Company
Dated: November 17, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1686, Page 337

Lease #: TX1-46726
Lessor: Rock Bottom Ranch
Lessee: Union Pacific Resources Company
Dated: December 2, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1698, Page 072

Lease #: TX1-47002
Lessor: Larry J. Wisnoski, et ux
Lessee: Union Pacific Resources Company
Dated: December 15, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1734, Page 162

Lease #: TX1-47018
Lessor: Frank R. Chaves, et ux
Lessee: Union Pacific Resources Company
Dated: December 14, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1726, Page 249

Lease #: TX1-47028
Lessor: Milton Albert Belveal, Jr., et ux
Lessee: Union Pacific Resources Company
Dated: December 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1730, Page 148

Lease #: TX1-47144
Lessor: Myers Cattle & Land Company
Lessee: Union Pacific Resources Company
Dated: February 24, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1753, Page 333

Lease #: TX1-47145
Lessor: James M. Beamer, et ux
Lessee: Union Pacific Resources Company
Dated: March 2, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1746, Page 114

Lease #: TX1-48021
Lessor: Deborah Jo Curry
Lessee: Union Pacific Resources Company
Dated: January 4, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1803, Page 100

Lease #: TX1-62880
Lessor: George Washington Elliott, III, et ux
Lessee: Union Pacific Resources Company
Dated: March 9, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2117, Page 246

Lease #: TX1-62881
Lessor: Harold Anenberg, et ux
Lessee: Union Pacific Resources Company
Dated: March 9, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2117, Page 240

Lease #: TX1-62883
Lessor: Leanna Beth Fuqua, et al
Lessee: Union Pacific Resources Company
Dated: March 10, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2117, Page 252

Lease #: TX1-62884
Lessor: Richard B. Smith, et ux
Lessee: Union Pacific Resources Company
Dated: March 9, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2117, Page 270

Lease #: TX1-62977
Lessor: Bill J. Cooley, et ux
Lessee: Union Pacific Resources Company
Dated: April 21, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2123, Page 205

Lease #: TX1-63125
Lessor: Henry E. Craddock, et al
Lessee: Union Pacific Resources Company
Dated: March 10, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2144, Page 284

Lease #: TX2-60571
Lessor: State of Texas
Lessee: Union Pacific Resources Company
Dated: October 19, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2016, Page 141
Filed: Real Property Records of Grimes County, Texas
Recorded: Volume 750, Page 779

Exhibit "B" attached to and made a part of that certain "Pooling Agreement, Union Pacific Resources Company, Moon Unit No. 1, Brazos and Grimes Counties, Texas".

Moon Unit Well No. 1
661.52 Acre Unit
Union Pacific Resources Company
T. H. Mays Survey, A-160
Lee C. Smith Survey, A-211
Wm. Howard & A. G. Perry Survey, A-136
Brazos & Grimes County, Texas

Field notes of a 661.52 acre tract or parcel of land, lying and being situated in the T. H. Mays Survey, Abstract No. 160, in the Lee C. Smith Survey, Abstract No. 211, and in the Wm. Howard & A. G. Perry Survey, Abstract No. 136, Brazos & Grimes County, Texas, and consisting of the following tracts:

Part of the called 202.40 acre tract described in Volume 676, Page 690, of the Official Records of Brazos County, Texas;

Part of the called 66.60 acre tract described in Volume 411, Page 792, of the Deed Records of Brazos County, Texas;

Part of the called 66.60 acre tract described in Volume 1087, Page 144, of the official Records of Brazos County, Texas;

All of the called 15.262 acre tract described in Volume 1113, Page 305, of the Official Records of Brazos County, Texas;

All of the remainder of the called 134.17 acre - Tract No. 5 (134.17 acres less the abovementioned 15.262 acre tract) described in Volume 885, Page 557, of the Official Records of Brazos County, Texas;

Part of the called 134.17 acre - Tract No. 6, described in Volume 885, Page 557, of the Official Records of Brazos County, Texas;

All of the called 10.222 acre tract described in the Contract of Sale, recorded in Volume 477, Page 563, of the Deed Records of Brazos County, Texas;

All of the called 11.494 acre tract described in Volume 1547, Page 100, of the Official Records of Brazos County, Texas;

All of the called 10.618 acre tract described in Volume 476, Page 01, of the Deed Records of Brazos County, Texas;

All of the called 10.164 acre tract described in the Contract of Sale & Purchase, recorded in Volume 477, Page 847, of the Deed Records of Brazos County, Texas;

All of the called 10.356 acre tract described in Volume 1309, Page 20, of the Official Records of Brazos County, Texas;

All of the called 11.176 acre tract described in Volume 789, Page 731, of the Official Records of Brazos County, Texas;

All of the called 6.216 acre tract described in Volume 462, Page 308, of the Deed Records of Brazos County, Texas;

All of the called 8.519 acre tract described in Volume 1105, Page 706, of the Official Records of Brazos County, Texas;

All of the called 8.14 are tract described in Volume 1351, Page 231, of the Official Records of Brazos County, Texas;

All of the called 10.221 acre tract described in the Contract of Sale & Purchase, recorded in Volume 476, Page 349, of the Deed Records of Brazos County, Texas;

Part of the called 10.425 acre tract described in Volume 476, Page 369, of the Deed Records of Brazos County, Texas;

Part of the called 202.40 acre tract described in Volume 1604, Page 338, of the Official Records of Brazos County, Texas;

Part of the called 101.2 acre - 2nd Tract described in Volume 676, Page 672, of the Official Records of Brazos County, Texas;

Part of the called 620.411 acre tract described in Volume 1081, Page 385, of the Official Records of Brazos County, Texas;

All of the called 8.975 acre tract described in Volume 1709, Page 308, of the Official Records of Brazos County, Texas;

Part of the called 10.946 acre tract described in Volume 476, Page 359, of the Deed Records of Brazos County, Texas;

And a portion of the Navasota River being a part of the State of Texas Oil and Gas Lease No. M-95404, recorded in Volume 2016, Page 141, of the Official Records of Brazos County, Texas, and said 661.52 acre tract being more particularly described as follows:

BEGINNING at the intersection of the easterly extension of the north line of the beforementioned 202.40 acre tract (676/690) with the easterly bank (Grimes County side) of the Navasota River;

THENCE along the meanders of the easterly bank (Grimes County side) of the Navasota River, same being the easterly line of the beforementioned State of Texas Lease No. M-95404, as located on-the-ground in the fall and winter of 1994-1995, as follows:

S 20° 12' 18" E	for a distance of 81.26 feet,
S 32° 39' 51" E	102.41 feet,
S 03° 57' 35" E	78.57 feet,
S 04° 52' 20" W	509.26 feet,
S 25° 11' 26" W	137.27 feet,
S 38° 35' 28" W	65.16 feet,
S 49° 26' 19" W	70.07 feet,
S 65° 07' 31" W	167.86 feet,
S 85° 53' 41" W	175.59 feet,
N 79° 24' 50" W	111.82 feet,
N 54° 47' 01" W	92.44 feet,
S 84° 01' 45" W	40.45 feet,
S 72° 27' 59" W	74.38 feet,
S 44° 26' 43" W	110.33 feet,
S 19° 17' 09" W	203.35 feet,
S 37° 52' 00" W	470.26 feet,

S 22° 46' 11" W	91.47 feet,
S 02° 59' 42" E	58.39 feet,
S 23° 02' 17" E	30.36 feet,
S 36° 33' 00" E	92.31 feet,
S 57° 34' 59" E	61.39 feet,
S 78° 10' 38" E	145.15 feet,
S 61° 05' 52" E	190.19 feet,
S 43° 14' 12" E	96.77 feet,
S 13° 07' 57" E	84.18 feet,
S 00° 17' 27" E	107.72 feet,
S 22° 26' 27" W	80.72 feet,
S 37° 33' 33" W	55.55 feet,
S 56° 01' 33" W	75.62 feet,
S 70° 23' 11" W	294.89 feet,
S 49° 20' 45" W	139.16 feet,
S 18° 57' 26" W	for a distance of 115.22 feet to the center of the old channel of the Navasota River at the northeasterly corner of an oxbow "cutoff";

THENCE along the center of the old channel of the Navasota River, same being an oxbow "cutoff" as follows:

S 46° 39' 16" E	for a distance of 331.18 feet,
S 07° 10' 15" E	239.89 feet,
S 15° 23' 24" W	201.95 feet,
S 50° 26' 36" W	141.39 feet,
N 89° 33' 34" W	85.90 feet,
N 46° 56' 56" W	169.22 feet,
N 50° 43' 53" W	118.93 feet,
N 25° 22' 41" W	85.19 feet,
N 02° 41' 29" W	166.58 feet,
N 13° 49' 06" E	167.98 feet,
N 10° 27' 26" E	for a distance of 162.05 feet to the existing bank of the Navasota River (as it presently flows);

THENCE continuing along the meanders of the bank of the Navasota River (Grimes County side), located on-the-ground in the fall and winter of 1994-1995, as follows:

N 17° 20' 31" W	for a distance of 89.42 feet,
N 11° 23' 10" W	79.99 feet,
N 32° 23' 12" W	45.75 feet,
N 82° 17' 19" W	103.58 feet,
N 79° 38' 34" W	129.90 feet,
S 79° 00' 00" W	240.47 feet,
S 60° 58' 28" W	69.12 feet,
S 23° 27' 29" W	50.07 feet,
S 08° 10' 51" W	32.94 feet,
S 25° 07' 16" E	337.87 feet,
S 05° 40' 25" E	116.74 feet,
S 11° 58' 31" W	116.48 feet,

Moon Unit Well No. 1
Union Pacific Resources Company
T. H. Mays Survey, A-160
Lee C. Smith Survey, A-211
Wm. Howard & A. G. Perry Survey, A-136
Brazos & Grimes County, Texas
Continued - Page 4

S 09° 39' 43" W 235.96 feet,
S 13° 19' 30" W 299.69 feet,
S 40° 38' 46" W 181.15 feet,
S 84° 22' 01" W 133.87 feet,
N 80° 08' 40" W 105.61 feet,
S 66° 43' 34" W 94.52 feet,
S 50° 30' 19" W 49.47 feet,
S 05° 39' 32" E 47.03 feet,
S 52° 06' 32" E 85.44 feet,
S 82° 27' 20" E 157.96 feet,
S 75° 51' 26" E 345.29 feet,
S 48° 16' 37" E 140.00 feet,
S 33° 34' 30" E 81.91 feet,
S 09° 33' 18" E 85.72 feet,
S 20° 24' 14" W 128.64 feet,
S 32° 04' 43" W 456.34 feet,
S 30° 40' 12" W 146.12 feet,
S 01° 14' 39" E 154.20 feet,
S 28° 17' 39" E 137.97 feet,
S 69° 04' 34" E 132.26 feet,
S 82° 38' 18" E 151.11 feet,
S 83° 30' 38" E 98.80 feet,
S 69° 13' 52" E 139.49 feet,
S 47° 46' 23" E 195.67 feet,
S 30° 40' 52" E 201.66 feet,
S 43° 11' 36" E 113.59 feet,
S 51° 15' 26" E 142.35 feet,
S 58° 05' 35" E 221.75 feet,
S 36° 10' 17" E 150.26 feet,
S 08° 45' 28" E 163.33 feet,
S 22° 53' 46" W 135.80 feet,
S 15° 43' 51" W 73.21 feet,
S 16° 31' 44" W 445.37 feet,
S 03° 37' 49" W 188.85 feet,
S 52° 06' 46" E 103.45 feet,
S 53° 44' 36" E 147.96 feet,
N 77° 06' 55" E 84.94 feet,
N 57° 47' 16" E 136.35 feet,
N 15° 25' 29" E 134.86 feet,
N 21° 53' 21" E 183.64 feet,
N 60° 51' 20" E 180.01 feet,
N 72° 21' 05" E 124.57 feet,
S 81° 46' 31" E 382.88 feet,
S 61° 47' 19" E 276.22 feet,
S 44° 19' 28" E 311.54 feet,
S 79° 59' 14" E 180.79 feet,
N 62° 35' 51" E 187.17 feet,
N 81° 46' 20" E 84.30 feet,
S 46° 56' 17" E 202.36 feet,
S 04° 59' 37" W 211.77 feet,
S 18° 12' 08" W 387.47 feet,
S 28° 45' 34" W 179.82 feet,

S 08° 40' 30" W for a distance of 25.08 feet to the easterly extension of the south line of the beforementioned T. H. Mays Survey, Abstract No. 160;

THENCE S 87° 34' 12" W along the south line of the beforementioned Mays Survey, across the northeastern portion of the beforementioned 620.411 acre tract, for a distance of 2841.76 feet to a ½" iron rod found at a 6" creosote post marking the south corner of the beforementioned 8.519 acre tract, and the southeast corner of the beforementioned 10.221 acre tract;

THENCE along the south line of the beforementioned 10.221 acre tract as follows:

S 86° 19' 58" W for a distance of 404.69 feet,
S 88° 32' 26" W for a distance of 97.31 feet to a metal "T" post marking the southwest corner of the 10.221 acre tract;

THENCE N 47° 25' 13" W along the common line between the beforementioned 10.221 acre tract and the beforementioned 10.425 acre tract for a distance of 328.06 feet;

THENCE through the interior of the beforementioned 10.425 acre tract and the beforementioned 10.946 acre tract as follows:

S 87° 39' 27" W for a distance of 468.50 feet,
N 31° 28' 22" W for a distance of 766.63 feet to the northwest line of the 10.946 acre tract in the southeast line of the beforementioned 134.17 acre tract (885/557);

THENCE S 87° 39' 27" W across the beforementioned 134.17 acre tract (885/557) for a distance of 1198.17 feet to the common line between the beforementioned 134.17 acre tracts;

THENCE along the common line between the beforementioned 134.17 acre tracts as follows:

S 27° 55' 04" W for a distance of 262.03 feet to a ⅜" iron rod found at a 10" creosote post fence angle point,
S 38° 10' 58" E for a distance of 309.82 feet to a ⅜" iron rod found at an 8" creosote post fence angle point,
S 59° 08' 00" W for a distance of 509.56 feet and corner,
S 27° 55' 24" W for a distance of 900.65 feet to the northeast right-of-way line of State Hwy No. 6 (100' right-of-way);

THENCE N 43° 56' 14" W along the northeast right-of-way line of State Hwy No. 6 (100' right-of-way) for a distance of 1307.95 feet to the southwest corner of the beforementioned 134.17 acre tract (885/557), from which a ⅜" iron rod found (bent) at a 10" creosote post fence corner bears S 33° 27' 58" E - 0.97 feet;

THENCE N 33° 27' 58" E along the northwest line of the beforementioned 134.17 acre tract for a distance of 3100.00 feet to an angle point corner of the 835.95 acre unit surrounding the Orlando Unit Well No. 1;

THENCE N 18° 28' 43" W across the beforementioned 66.60 acre tracts, the beforementioned 202.40 acre tracts, and the beforementioned 101.20 acre tract for a distance of 3000.35 feet to a south corner of the 830.53 acre unit surrounding the Abshire Unit Well No. 1;

THENCE along the lines of the beforementioned 830.53 acre unit as follows:

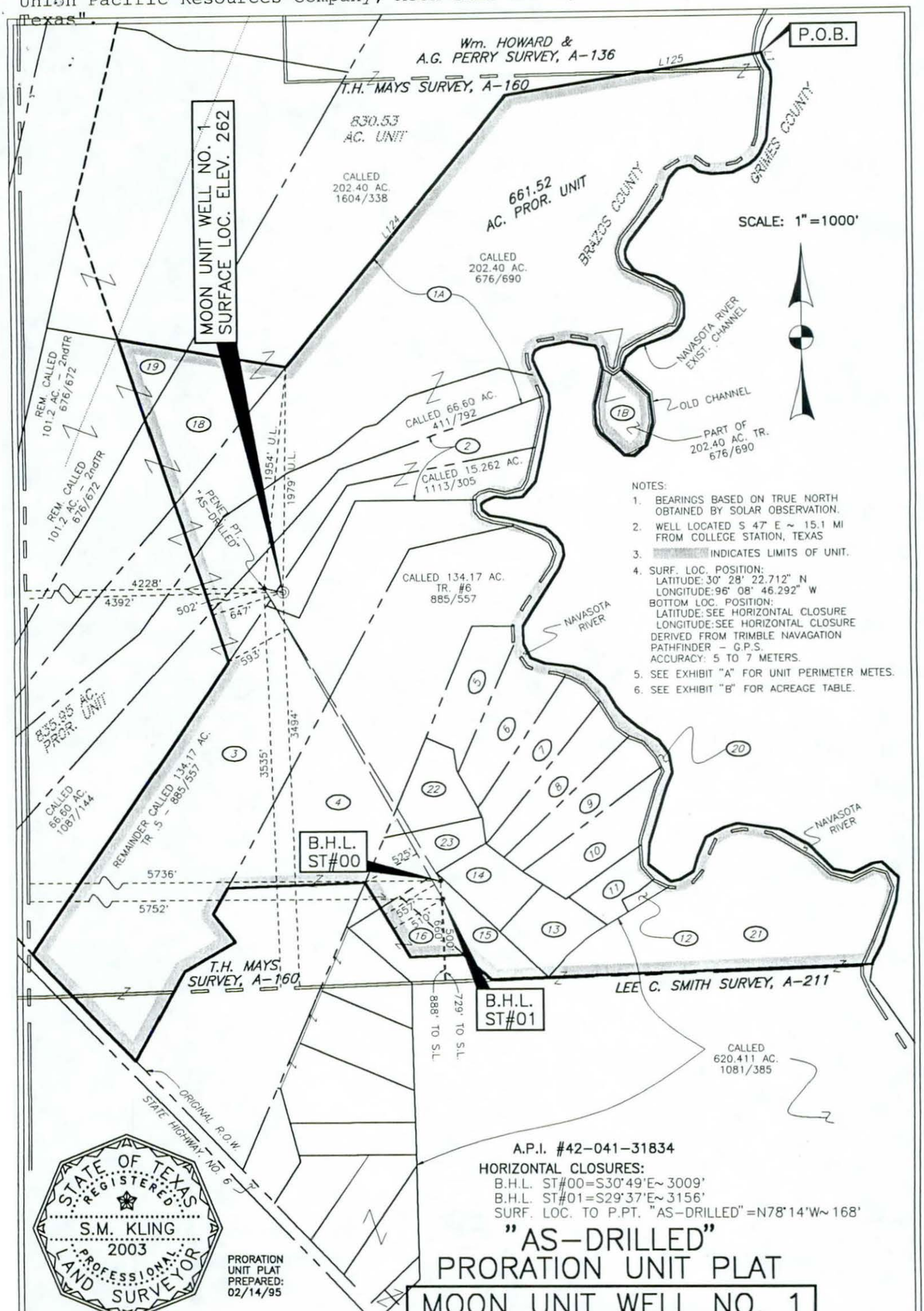
S 80° 23' 25" E	for a distance of 1479.27 feet to the common line between the beforementioned 202.40 acre tracts,
N 39° 07' 46" E	for a distance of 3057.95 feet to the common angle point corner of the 202.40 acre tracts,
N 80° 50' 48" E	at a distance of 2214 feet, pass the west bank of the Navasota River, continue on for a total distance of 2274.83 feet to the **PLACE OF BEGINNING**, containing 661.52 acres of land, more or less.

Bearings based on True North, as obtained by Solar Observation.

Prepared 2/22/95

kes95-01b:\moon.661

Union Pacific Resources Company, Moon Unit No. 1, Brazos and Grimes Counties, Texas".



NOTES:

1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED S 47° E ~ 15.1 MI FROM COLLEGE STATION, TEXAS
3. INDICATES LIMITS OF UNIT.
4. SURF. LOC. POSITION:
   LATITUDE: 30° 28' 22.712" N
   LONGITUDE: 96° 08' 46.292" W
   BOTTOM LOC. POSITION:
   LATITUDE: SEE HORIZONTAL CLOSURE
   LONGITUDE: SEE HORIZONTAL CLOSURE
   DERIVED FROM TRIMBLE NAVAGATION PATHFINDER - G.P.S. ACCURACY: 5 TO 7 METERS.
5. SEE EXHIBIT "A" FOR UNIT PERIMETER METES.
6. SEE EXHIBIT "B" FOR ACREAGE TABLE.

A.P.I. #42-041-31834

HORIZONTAL CLOSURES:
B.H.L. ST#00=S30°49'E~3009'
B.H.L. ST#01=S29°37'E~3156'
SURF. LOC. TO P.PT. "AS-DRILLED"=N78°14'W~168'

STATE OF TEXAS REGISTERED S.M. KLING 2003 PROFESSIONAL LAND SURVEYOR

PRORATION UNIT PLAT PREPARED: 02/14/95

"AS-DRILLED" PRORATION UNIT PLAT

MOON UNIT WELL NO. 1

I, S.M. KLING - R.P.L.S. #2003 DO CERTIFY THAT THE RULES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING HAVE BEEN COMPLIED WITH REGARDING THE TIES SHOWN FROM THE SURFACE LOCATION TO THE SURVEY LINES AND UNIT LINES.

BY: S.M. KLING R.P.L.S. NO. 2003

UNION PACIFIC RESOURCES COMPANY

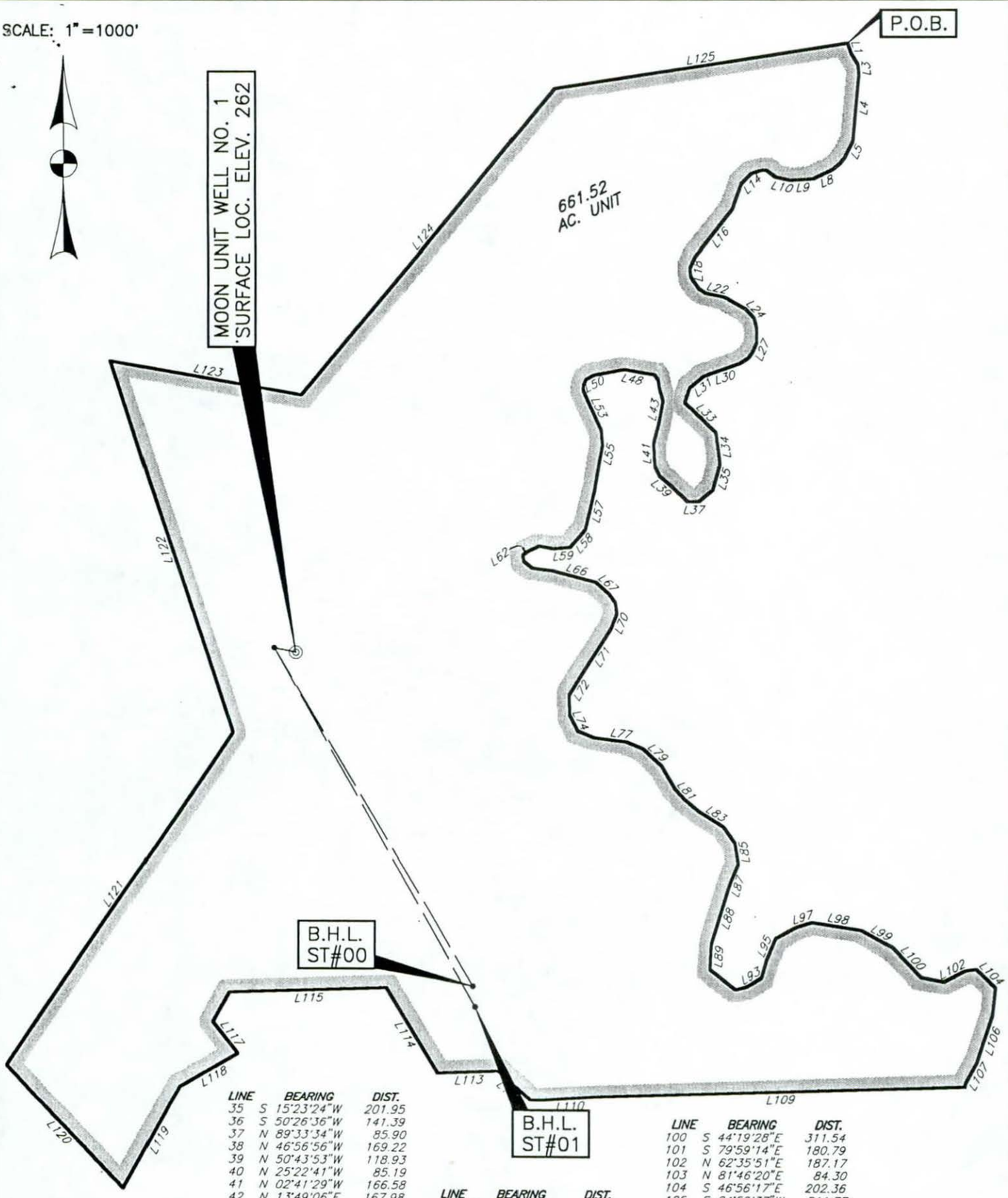
T.H. MAYS SURVEY, A-160
LEE C. SMITH SURVEY, A-211
Wm. HOWARD & A.G. PERRY SURVEY, A-136
BRAZOS COUNTY, TEXAS
GRIMES COUNTY, TEXAS

SCALE: 1"=1000' FEBRUARY, 1995

H:\DWG1\041\MILL1

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

SCALE: 1"=1000'



UNIT PERIMETER METES:

LINE	BEARING	DIST.
1	S 20°12'18"E	81.26
2	S 32°39'51"E	102.41
3	S 03°57'35"E	78.57
4	S 04°52'20"W	509.26
5	S 25°11'26"W	137.27
6	S 38°35'28"W	65.16
7	S 49°26'19"W	70.07
8	S 65°07'31"W	167.86
9	S 85°53'41"W	175.59
10	N 79°24'50"W	111.82
11	N 54°47'01"W	92.44
12	S 84°01'45"W	40.45
13	S 72°27'59"W	74.38
14	S 44°26'43"W	110.33
15	S 19°17'09"W	203.35
16	S 37°52'00"W	470.26
17	S 22°46'11"W	91.47
18	S 02°59'42"E	58.39
19	S 23°02'17"E	30.36
20	S 36°33'00"E	92.31
21	S 57°34'59"E	61.39
22	S 78°10'38"E	145.15
23	S 61°05'52"E	190.19
24	S 43°14'12"E	96.77
25	S 13°07'57"E	84.18
26	S 00°17'27"E	107.72
27	S 22°26'27"W	80.72
28	S 37°33'33"W	55.55
29	S 56°01'33"W	75.62
30	S 70°23'11"W	294.89
31	S 49°20'45"W	139.16
32	S 18°57'26"W	115.22
33	S 46°39'16"E	331.18
34	S 07°10'15"E	239.89
35	S 15°23'24"W	201.95
36	S 50°26'36"W	141.39
37	N 89°33'34"W	85.90
38	N 46°56'56"W	169.22
39	N 50°43'53"W	118.93
40	N 25°22'41"W	85.19
41	N 02°41'29"W	166.58
42	N 13°49'06"E	167.98
43	N 10°27'26"E	162.05
44	N 17°20'31"W	89.42
45	N 11°23'10"W	79.99
46	N 32°23'12"W	45.75
47	N 82°17'19"W	103.58
48	N 79°38'34"W	129.90
49	S 79°00'00"W	240.47
50	S 60°58'28"W	69.12
51	S 23°27'29"W	50.07
52	S 08°10'51"W	32.94
53	S 25°07'16"E	337.87
54	S 05°40'25"E	116.74
55	S 11°58'31"W	116.48
56	S 09°39'43"W	235.96
57	S 13°19'30"W	299.69
58	S 40°38'46"W	181.15
59	S 84°22'01"W	133.87
60	N 80°08'40"W	105.61
61	S 66°43'34"W	94.52
62	S 50°30'19"W	49.47
63	S 05°39'32"E	47.03
64	S 52°06'32"E	85.44
65	S 82°27'20"E	157.96
66	S 75°51'26"E	345.29
67	S 48°16'37"E	140.00
68	S 33°34'30"E	81.91
69	S 09°33'18"E	85.72
70	S 20°24'14"W	128.64
71	S 32°04'43"W	456.34
72	S 30°40'12"W	146.12
73	S 01°14'39"E	154.20
74	S 28°17'39"E	137.97
75	S 69°04'34"E	132.26
76	S 82°38'18"E	151.11
77	S 83°30'38"E	98.80
78	S 69°13'52"E	139.49
79	S 47°46'23"E	195.67
80	S 30°40'52"E	201.66
81	S 43°11'36"E	113.59
82	S 51°15'26"E	142.35
83	S 58°05'35"E	221.75
84	S 36°10'17"E	150.26
85	S 08°45'28"E	163.33
86	S 22°53'46"W	135.80
87	S 15°43'51"W	73.21
88	S 16°31'44"W	445.37
89	S 03°37'49"W	188.85
90	S 52°06'46"E	103.45
91	S 53°44'36"E	147.96
92	N 77°06'55"E	84.94
93	N 57°47'16"E	136.35
94	N 15°25'29"E	134.86
95	N 21°53'21"E	183.64
96	N 60°51'20"E	180.01
97	N 72°21'05"E	124.57
98	S 81°46'31"E	382.88
99	S 61°47'19"E	276.22
100	S 44°19'28"E	311.54
101	S 79°59'14"E	180.79
102	N 62°35'51"E	187.17
103	N 81°46'20"E	84.30
104	S 46°56'17"E	202.36
105	S 04°59'37"W	211.77
106	S 18°12'08"W	387.47
107	S 28°45'34"W	179.82
108	S 08°40'30"W	25.08
109	S 87°34'12"W	2841.76
110	S 86°19'58"W	404.69
111	S 88°32'26"W	97.31
112	N 47°25'13"W	328.06
113	S 87°39'27"W	468.50
114	N 31°28'22"W	766.63
115	S 87°39'27"W	1198.17
116	S 27°55'04"W	262.03
117	S 38°10'58"E	309.82
118	S 59°08'00"W	509.56
119	S 27°55'24"W	900.65
120	N 43°56'14"W	1307.95
121	N 33°27'58"E	3100.00
122	N 18°28'43"W	3000.35
123	S 80°23'25"E	1479.27
124	N 39°07'46"E	3057.95
125	N 80°50'48"E	2274.83

PRORATION UNIT PLAT
PREPARED: 02/14/95

EXHIBIT "A"

MOON UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY
T.H. MAYS SURVEY, A-160
LEE C. SMITH SURVEY, A-211
Wm. HOWARD & A.G. PERRY SURVEY, A-136
BRAZOS COUNTY, TEXAS
GRIMES COUNTY, TEXAS
SCALE: 1"=1000' FEBRUARY, 1995

H:\DWG1\041\MILL1

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

MOON UNIT WELL NO. 1			
TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
1A	199.46	MARY W. ORLANDO	1686/337
1B	6.44	MARY W. ORLANDO	1686/337
2	37.82	ROCK BOTTOM RANCH	1698/72
3	119.06	LOUIS JAMES ORLANDO, etux	1679/83
4	78.55	TONI ORLANDO HARRIS, etvir	1682/112
5	10.34	GEO. WASHINGTON ELLIOTT, III, etux	2117/246
6	11.66	FRANK R. CHAVES, etux	1726/249
7	10.80	T.L. PASKET, etux	1715/152
8	10.37	HAROLD ANENBERG, etux	2117/240
9	10.49	DEBORAH J. CURRY	1803/100
10	11.64	RICHARD B. SMITH, etux	2117/270
11	5.26	HENRY E. CRADDOCK, etux	2144/284
12	0.98	BILL J. COOLEY, etux	2123/205
13	8.64	LEANNA BETH FUQUA	2117/252
14	8.13	LARRY J. WISNOSKI, etux	1734/162
15	10.24	MILTON ALBERT BELVEAL, Jr., etux	1730/148
16	4.06	SHERWIN WAYNE BELVEAL	1730/154
17		INTENTIONALLY LEFT BLANK	
18	18.27	DOUG ABSHIRE, etux	1715/124
19	4.56	LOIS J. ORLANDO, etux, etal	1682/108
20	24.12	STATE OF TEXAS (NAV. RIVER) LEASE #M-95404	2016/141
21	51.90	MYERS CATTLE & LAND CO., INC.	1753/333
22	8.93	JAMES M. BEAMER, etux	1746/114
23	9.80	MILTON ALBERT BELVEAL, etux	1730/160
	661.52	TOTAL ACRES IN UNIT	

EXHIBIT "B"

MOON UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY
T.H. MAYS SURVEY, A-160
LEE C. SMITH SURVEY, A-211
Wm. HOWARD & A.G. PERRY SURVEY, A-136
BRAZOS COUNTY, TEXAS
GRIMES COUNTY, TEXAS
FEBRUARY, 1995

PRORATION UNIT PLAT
PREPARED: 02/14/95

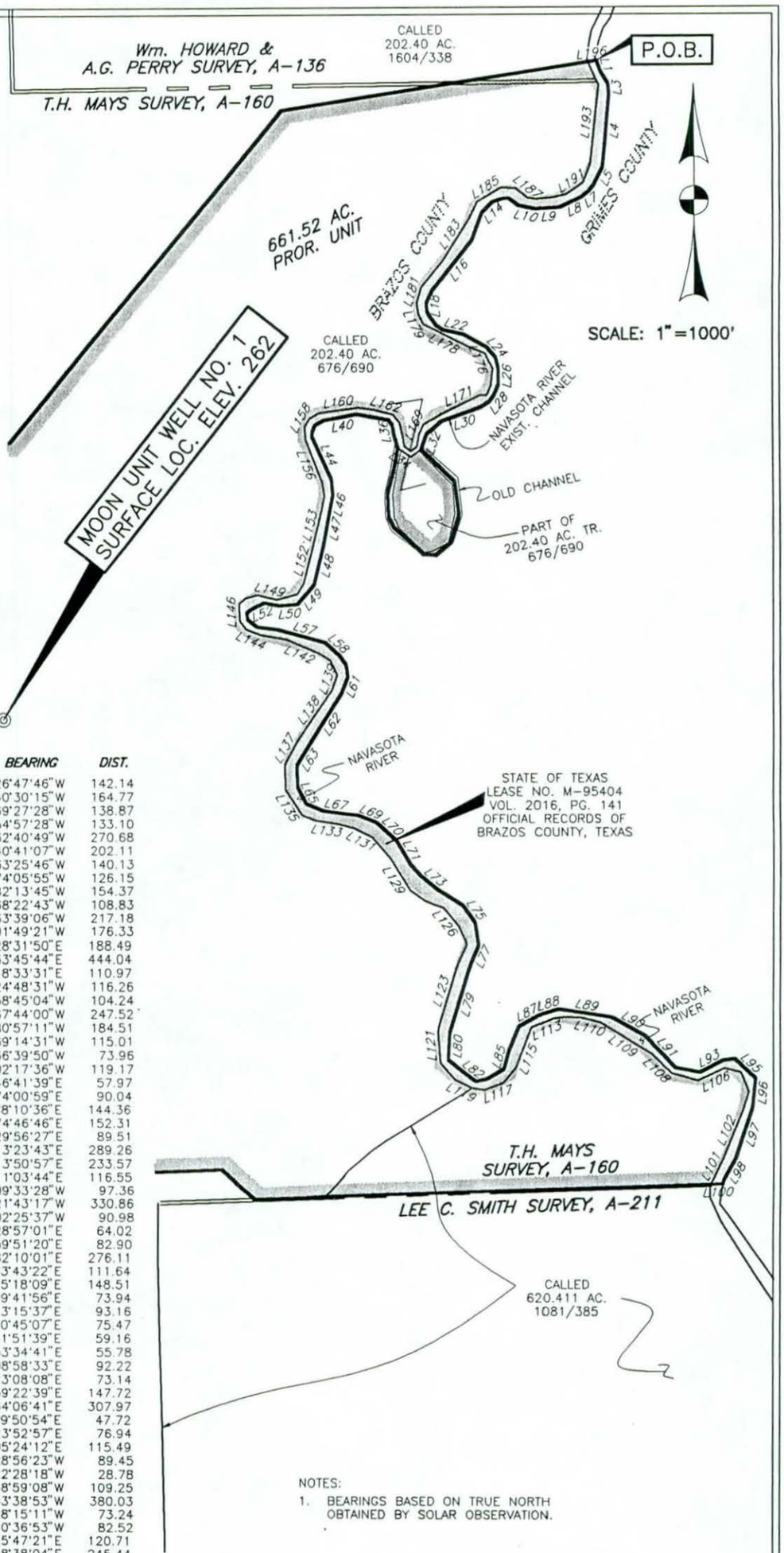
H:\DWG1\041\MILL1

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

NAVASOTA RIVER TRACT 20 METES:

LINE	BEARING	DIST.
1	S 20°12'18" E	81.26
2	S 32°39'51" E	102.41
3	S 03°57'35" E	78.57
4	S 04°52'20" W	509.26
5	S 25°11'26" W	137.27
6	S 38°35'28" W	65.16
7	S 49°26'19" W	70.07
8	S 65°07'31" W	167.86
9	S 85°53'41" W	175.59
10	N 79°24'50" W	111.82
11	N 54°47'01" W	92.44
12	S 84°01'45" W	40.45
13	S 72°27'59" W	74.38
14	S 44°26'43" W	110.33
15	S 19°17'09" W	203.35
16	S 37°52'00" W	470.26
17	S 22°46'11" W	91.47
18	S 02°59'42" E	58.39
19	S 23°02'17" E	30.36
20	S 36°33'00" E	92.31
21	S 57°34'59" E	61.39
22	S 78°10'38" E	145.15
23	S 61°05'52" E	190.19
24	S 43°14'12" E	96.77
25	S 13°07'57" E	84.18
26	S 00°17'27" E	107.72
27	S 22°26'27" W	80.72
28	S 37°33'33" W	55.55
29	S 56°01'33" W	75.62
30	S 70°23'11" W	294.89
31	S 49°20'45" W	139.16
32	S 18°57'26" W	115.22
33	S 54°30'54" W	91.23
34	N 57°21'52" W	111.57
35	N 17°20'31" W	89.42
36	N 11°23'10" W	79.99
37	N 32°23'12" W	45.75
38	N 82°17'19" W	103.58
39	N 79°38'34" W	129.90
40	S 79°00'00" W	240.47
41	S 60°58'28" W	69.12
42	S 23°27'29" W	50.07
43	S 08°10'51" W	32.94
44	S 25°07'16" E	337.87
45	S 05°40'25" E	116.74
46	S 11°58'31" W	116.48
47	S 09°39'43" W	235.96
48	S 13°19'30" W	299.69
49	S 40°38'46" W	181.15
50	S 84°22'01" W	133.87
51	N 80°08'40" W	105.61
52	S 66°43'34" W	94.52
53	S 50°30'19" W	49.47
54	S 05°39'32" E	47.03
55	S 52°06'32" E	85.44
56	S 82°27'20" E	157.96
57	S 75°51'26" E	345.29
58	S 48°16'37" E	140.00
59	S 33°34'30" E	81.91
60	S 09°33'18" E	85.72
61	S 20°24'14" W	128.64
62	S 32°04'43" W	456.34
63	S 30°40'12" W	146.12
64	S 01°14'39" E	154.20
65	S 28°17'39" E	137.97
66	S 69°04'34" E	132.26
67	S 82°38'18" E	151.11
68	S 83°30'38" E	98.80
69	S 69°13'52" E	139.49
70	S 47°46'23" E	195.67
71	S 30°40'52" E	201.66
72	S 43°11'36" E	113.59
73	S 51°15'26" E	142.35
74	S 58°05'35" E	221.75
75	S 36°10'17" E	150.26
76	S 08°45'28" E	163.33
77	S 22°53'46" W	135.80
78	S 15°43'51" W	73.21
79	S 16°31'44" W	445.37
80	S 03°37'49" W	188.85
81	S 52°06'46" E	103.45
82	S 53°44'36" E	147.96
83	N 77°06'55" E	84.94
84	N 57°47'16" E	136.35
85	N 15°25'29" E	134.86
86	N 21°53'21" E	183.64
87	N 60°51'20" E	180.01
88	N 72°21'05" E	124.57
89	S 81°46'31" E	382.88
90	S 61°47'19" E	276.22
91	S 44°19'28" E	311.54
92	S 79°59'14" E	180.79
93	N 62°35'51" E	187.17
94	N 81°46'20" E	84.30
95	S 46°56'17" E	202.36
96	S 04°59'37" W	211.77
97	S 18°12'08" W	387.47
98	S 28°45'34" W	179.82
99	S 08°40'30" W	25.08
100	S 87°34'12" W	84.46
101	N 24°32'13" E	209.50
102	N 21°58'11" E	367.79
103	N 16°25'21" E	145.46
104	N 22°55'14" W	147.17
105	N 74°59'05" W	120.44
106	S 63°43'30" W	215.10
107	N 73°45'38" W	193.49
108	N 47°00'02" W	197.98
109	N 59°08'52" W	424.84
110	N 75°31'10" W	148.91
111	N 88°59'43" W	112.80
112	S 81°02'20" W	83.64
113	S 66°50'22" W	163.15
114	S 22°02'58" W	139.57
115	S 20°43'17" W	165.02
116	S 39°05'57" W	140.26
117	S 69°16'06" W	143.59
118	N 82°37'18" W	89.18
119	N 65°43'28" W	132.79
120	N 40°56'39" W	162.82
121	N 04°35'25" W	225.60
122	N 11°54'04" E	48.47
123	N 16°29'52" E	440.55
124	N 24°48'10" E	161.50

LINE	BEARING	DIST.
125	N 26°47'46" W	142.14
126	N 40°30'15" W	164.77
127	N 69°27'28" W	138.87
128	N 54°57'28" W	133.10
129	N 32°40'49" W	270.68
130	N 40°41'07" W	202.11
131	N 63°25'46" W	140.13
132	N 74°05'55" W	126.15
133	N 82°13'45" W	154.37
134	N 68°22'43" W	108.83
135	N 33°39'06" W	217.18
136	N 01°49'21" W	176.33
137	N 28°31'50" E	188.49
138	N 33°45'44" E	444.04
139	N 18°33'31" E	110.97
140	N 24°48'31" W	116.26
141	N 58°45'04" W	104.24
142	N 67°44'00" W	247.52
143	N 80°57'11" W	184.51
144	N 69°14'31" W	115.01
145	N 36°39'50" W	73.96
146	N 02°17'36" W	119.17
147	N 46°41'39" E	57.97
148	N 74°00'59" E	90.04
149	S 78°10'36" E	144.36
150	N 74°46'46" E	152.31
151	N 29°56'27" E	89.51
152	N 13°23'43" E	289.26
153	N 13°50'57" E	233.57
154	N 11°03'44" E	116.55
155	N 09°33'28" W	97.36
156	N 21°43'17" W	330.86
157	N 02°25'37" W	90.98
158	N 28°57'01" E	64.02
159	N 59°51'20" E	82.90
160	N 82°10'01" E	276.11
161	S 83°43'22" E	111.64
162	S 75°18'09" E	148.51
163	S 39°41'56" E	73.94
164	S 13°15'37" E	93.16
165	S 10°45'07" E	75.47
166	S 51°51'39" E	59.16
167	N 53°34'41" E	55.78
168	N 08°58'33" E	92.22
169	N 23°08'08" E	73.14
170	N 59°22'39" E	147.72
171	N 64°06'41" E	307.97
172	S 89°50'54" E	47.72
173	N 23°52'57" E	76.94
174	N 05°24'12" E	115.49
175	N 28°56'23" W	89.45
176	N 22°28'18" W	28.78
177	N 68°59'08" W	109.25
178	N 63°38'53" W	380.03
179	N 28°15'11" W	73.24
180	N 10°36'53" W	82.52
181	N 15°47'21" E	120.71
182	N 38°38'04" E	245.44
183	N 31°21'54" E	364.24
184	N 26°13'35" E	127.11
185	N 57°46'01" E	190.71
186	S 87°40'30" E	109.25
187	S 52°58'09" E	109.97
188	S 78°04'04" E	53.97
189	N 83°51'47" E	127.34
190	N 77°35'49" E	89.73
191	N 54°26'33" E	149.87
192	N 20°46'20" E	137.13
193	N 05°53'11" E	569.22
194	N 30°07'07" W	31.66
195	N 24°27'12" W	144.17
196	N 80°50'48" E	61.14



NOTES:

1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.

NAVASOTA RIVER TRACT 20 METES

MOON UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY
T.H. MAYS SURVEY, A-160
LEE C. SMITH SURVEY, A-211
Wm. HOWARD & A.G. PERRY SURVEY, A-136
BRAZOS COUNTY, TEXAS
GRIMES COUNTY, TEXAS
SCALE: 1"=1000' FEBRUARY, 1995

H:\DWG1\041\MILL1

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

(26) M-95404

Pooling Agreement

FILED: 7-10-95

M-95404

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Type or print only

Form G-1
Rev. 4/1/83

483-047

API No. 42-041-31834

7. RRC District No. 3

8. RRC Gas ID No.

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

1. FIELD NAME (as per RRC Records or Wildcat): GIDDINGS (AUSTIN CHALK, GAS)

2. LEASE NAME: MOON UNIT

9. Well No. 1

3. OPERATOR'S NAME (Exactly as shown on Form P-5, Organization Report): UNION PACIFIC RESOURCES COMPANY

RRC Operator No. 876645

10. County of well site: BRAZOS

4. ADDRESS: P.O. BOX 7 MS 3306 FORT WORTH, TX 76101-0007

11. Purpose of filing
- Initial Potential [X]
- Retest [ ]
- Reclass [ ]
- Well record only (Explain in remarks) [ ]

5. Location (Section, Block, and Survey): T. H. MAYS A-160

5b. Distance and direction to nearest town in this county.: 15.10 MILES SE FROM COLLEGE STA.

6. If operator has changed within last 60 days, name former operator

12. If workover or reclass, give former field (with reservoir) & Gas ID or oil lease no.
FIELD & RESERVOIR | GAS ID or OIL LEASE # | Oil—O Gas—G | WELL #

13. Pipe Line Connection: Ferguson-Burleson Cty. G.C.S.

14. Completion or recompletion date: 11/22/94

15. Any condensate on hand at time of workover or recompletion? [ ] Yes [ ] No

16. Type of Electric or other Log Run.: GR

Section I — GAS MEASUREMENT DATA

Date of Test: 12/5-7/94

Gas Measurement Method (Check One): Orifice Meter [X] ▶ Flange Taps [X] Pipe Taps [ ] | Positive Choke [ ] | Orifice Vent Meter [ ] | Pitot Tube [ ] | Critical-flow Prover [ ]

Gas produced during test: 23,955 MCF

Run No.	Line Size	Orif. or Choke Size	24 Hr. Coeff. Orif. or Choke	Static P_m or Choke Press	Diff. h_w	Flow Temp. ^oF	Temp. Factor F_{tf}	Gravity Factor F_g	Compress Factor F_{pv}	Volume MCF/DAY
1	4.026	2.500	43,217.40	1,140	34	137	0.9333	0.9325	1.078	7,985
2										
3										
4										

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.
.690	53.7 Deg. API	37,488 CF/Bbl	G_{mix} = 0.761	182 °F	311°F @ 12,822 (Depth)

$D_{eff}^{8/3}$ = 6.310

$\sqrt{T_f} = \sqrt{696.0} = 26.38$

$\sqrt{GL} = \sqrt{9,754.71} = 98.77$

$C = \frac{1118 \times (D_{eff})^{8/3}}{\sqrt{T}} = \frac{7,054.58}{26.38} = 267.40$

$\frac{\sqrt{GL}}{C} = \frac{98.77}{267.40} = 0.3694$

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			4,920	53	24,206				
1	4,320	20/64	3,883	161	15,078	2,949.2	8,698.1	4,876	0.796
2									
3									
4									

Run No.	F	K	$S = \frac{1}{z}$	E^{ks}	P_f and P_s	P_f^2 and P_s^2 (thousands)	$P_f^2 - P_s^2$ (thousands)
Shut-In		0.2849	0.9677	1.31740	6,482	42,011	
1	0.902	0.2370	0.9983	1.26693	4,919	24,201	17,810
2							
3							
4							

Angle of Slope
θ 45.0°
n 1.000

Absolute Open Flow: 19,100 MCF/DAY

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

David L. Wast / Union Pacific Resources Co.
Signature: Well Tester — Name of Company — RRC Representative

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

Wanda Bartell — Wanda Bartell — Regulatory Analyst — 02/16/94 — Tel: 817 877-7941
Signature: Operator's representative — Title — Date — A/C Number

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

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

18. Permit to Drill, Plug Back or Deepen — DATE: 08/31/94 — PERMIT NO.: 427434
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
UNION PACIFIC RESOURCES COMPANY

20. Number of producing wells on this lease in this field (reservoir) including this well: 1

21. Total number of acres in this lease: 662.76

22. Date Plug Back, Deepening, WorkOver or Drilling Operations: Commenced 10-05-94; Completed 11-15-94

23. Distance to nearest well, Same Lease & Reservoir: N/A

24. Location of well, relative to nearest lease boundaries of lease on which this well is located: 647 Feet From North Line and 1,979' Feet from West Line of the Moon Unit Lease

25. Elevation (DF, RKB, RT, GR, ETC.): GL: 262' KB: 285'

26. Was directional survey made other than inclination (Form W—12)? [X] Yes [ ] No

27. Top of Pay: 12,044'

28. Total Depth: 15,620'

29. P. B. Depth: 15,620'

30. Surface Casing Determined by: Field Rules [ ]; Recommendation of T.D.W.R. Railroad Commission (Special) [X]; Dt. of Letter 08/29/94; Dt. of Letter

31. Is well multiple completion? Yes [ ] No [X]

32. If multiple completion, list all reservoir names (completions 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: NABORS #206

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"	40.5#	2,500'		1384 sxs "A"	14 3/4"	Surface	3198'
7 5/8"	29.7#	12,121'		310 sxs 35:65:6 & 336 sxs "H"	9 7/8"	10,621'	968'

37. LINER RECORD

Size	TOP	Bottom	Sacks Cement	Screen

38. TUBING RECORD

Size	Depth Set	Packer Set
2 3/8"	12,039'	12,022'

39. Producing Interval (this completion) Indicate depth of perforation or open hole

From (ST00)	12,121'	To	15,473'	
From (ST01)	13,539'	To	15,620'	
From		To		
From		To		

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

Depth Interval	Amount and Kind of Material Used

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

Formations	Depth	Formations	Depth
Midway	8,320'	Pecan Gap	11,475'
Navarro	9,735'	Austin Chalk	12,044'
Taylor	10,285'		

REMARKS

ATTACHMENT TO W-2
DATED 02-16-95
UNION PACIFIC RESOURCES COMPANY
MOON UNIT, WELL NO. 1

REMARKS:

SURFACE LOCATION

647' FWL & 1,979' FNL OF UNIT
4,392' FS'LYSL & 3,494' FSL OF SURVEY

PENETRATION POINT LOCATION

502' FWL & 1,954' FNL OF UNIT
4,228' FS'LYWL & 3,535' FSL OF SURVEY

BHL NO. ST00	**TD**
557' FWL & 660' FSL OF UNIT 5,736' FWL & 660' FSL OF SURVEY	15,473'

BHL NO. ST01	**TD**
510' FWL & 500' FSL OF UNIT 5,752' FNL & 500' FSL OF SURVEY	15,620'

WELL HAS 2 PRODUCING HORIZONTAL DRAINHOLES

(27) M-95404

Completion Rpts well #1

FILED: 7-10-95

7-13-95

Texas General Land Office
Garry Mauro, Commissioner

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

November 18, 1996

Sinclair Oil Corporation
P.O. Box 30825
Salt Lake City, Utah 84130-0825

Re: Mineral File No. M- 095404
Property No. 423122

Dear Sir or Madam:

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) 475-1527.

Sincerely,

Eugene H. Moore, Jr.

Eugene H. Moore, Jr.
Accounts Examiner
Royalty and Revenue Processing
Energy Resources

Printed on recycled paper with soybean ink

M-95404

UPRC, operator

Sinclair

RECEIVED
96 NOV -8 PM 3:59
ENERGY RESOURCES

October 29, 1996

RE: Birchridge - Allen #1 Well
SOC WI: 39.907% WI

ALL INTEREST OWNERS:

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

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

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

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

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

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

Yours truly,

Becky A Farmer

Becky A Farmer
Division Order Analyst

550 E. SOUTH TEMPLE · P.O. BOX 30825 · SALT LAKE CITY, UTAH 84130-0825
801-524-2700

DIVISION ORDER

TO: Sinclair Oil Corporation
P.O. Box 30825
Salt Lake City, UT 84130-0825

Property No: 423122
Effective: June 1, 1996

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

Birchridge - Allen #1 Well
912 Acres out of A. D. Houston Survey A-133 and Wm. Brooks & A. G. Perry Survey A-73
Brazos and Grimes County, Texas

RETAIN COPY FOR YOUR FILE

DIVISION OF INTEREST: SEE EXHIBIT "A" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF

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

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

TERMS OF SALE: The undersigned will be paid in accordance with the division of interests set out above. The payor shall pay all parties for gas according to the underlying lease, operating agreement and/or other contracts applicable to each party's interest. The payor shall pay all parties at the price agreed to by the operator for oil to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities.

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

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

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party.

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

Witness	Signature of Interest Owner Social Security/Tax I.D. No.	Date
_____	_____	_____
_____	_____	
	ID # _____	
_____	_____	_____
_____	_____	
	ID # _____	
_____	_____	_____
_____	_____	
	ID # _____	

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

ROYALTY INTEREST:	INTEREST:
BIRCHRIDGE ASSOCIATION, INC. 4103 S TEXAS AVE., SUITE 102 BRYAN, TX 77802	0.02843640
LYNN ELLIOTT, TRUSTEE OF THE MILLICAN LAND & ROYALTY TRUST 400 GRAHAM STREET COLLEGE STATION, TX 77845	0.00182480
KNOX T. WILLIAMS, III 12420 FITZHUGH ROAD AUSTIN, TX 78736	0.00243320
LINDA BRAMLETT HUGHES 20323 LIONSGATE LANE HUMBLE, TX 77338	0.01422440
F. L. POOL P.O. BOX 454 MILLICAN, TX 77866	0.00060840
ROGER SLOAN WILLIAMS P.O. BOX 227 HUNGERFORD, TX 77448	0.00486640
ALTA ALLEN WILSON 315 N. JUDSON NAVASOTA, TX 77868	0.02581920
COMM OF GENERAL LAND OFFICE 1700 N. CONGRESS AVENUE AUSTIN, TX 78701	0.00105160
NON-PARTICIPATING ROYALTY:	
SOUTHWEST LEASE & ROYALTY CO 1218 N TENTH STREET MCALLEN, TX 78501	0.00076000
WORKING INTEREST:	
SINCLAIR OIL CORPORATION 550 EAST SOUTH TEMPLE SALT LAKE CITY, UT 84102	0.31904560
TOTAL INTEREST:	0.39907000

37.A.

95404

Division Order

File Dated 11-8-96

11.8.96

IN THE ENCLOSED SELF-ADDRESSED STAMPED ENVELOPE

✓ Union Pacific Resources

IF CORRESPONDENCE IS REQUIRED, PLEASE MAKE REFERENCE TO THE LEASE NUMBER BELOW. CHECK NO. 130606

LESSOR: ST OF TX M-95404

LEASE DATE	STATE	COUNTY OR PARISH	RECORDING	FOR PERIOD MOS.	FOR PERIOD BEGINNING	TRACT	COMPANY LEASE NUMBER
10/05/93	TX	BRAZOS	V2016 P141	12	10/05/95	02	TX2 60571

TAXID: ST TX M-95404
ST OF TX M-95404

96001307 X $104.30

121

PLEASE SIGN BELOW AND RETURN

RECEIVED BY **Date**

PLEASE DIRECT ALL

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

IF CORRESPONDENCE IS REQUIRED, PLEASE MAKE REFERENCE TO THE LEASE NUMBER BELOW. CHECK NO. 130606

LESSOR: ST OF TX M-95404

LEASE DATE	STATE	COUNTY OR PARISH	RECORDING	FOR PERIOD MOS.	FOR PERIOD BEGINNING	TRACT	COMPANY LEASE NUMBER
10/05/93	TX	BRAZOS	V2016 P141	12	10/05/95	02	TX2 60571

FS-114 (05-94)

(28)

MF 95/04
ITEM
TO
FROM DELAY RENTAL [redacted] PAID
DATE 9-7-95

DO NOT DESTROY

MEMO
GLO-36-11-97

UNIT# 2649

Operator Union Pacific Resources Co.
Unit Name Sandbag No. 1
County Brazos
Effective Date 10-21-97
Unitized for: Oil ___ Gas ___ Oil & Gas ✓

1. M.F. No. 95401
Area Navasota River Tr. 3
Sec. ___ Blk. ___ Survey ___
9.59 / 869.93 / .011024 x 1/5 / .20 ___ .2205 / .002205 %

2. M.F. No. ___
Area ___ Tr. ___
Sec. ___ Blk. ___ Survey ___
___ x ___ ___.___%

3. M.F. No. ___
Area ___ Tr. ___
Sec. ___ Blk. ___ Survey ___
___ x ___ ___.___%

4. M.F. No. ___
Area ___ Tr. ___
Sec. ___ Blk. ___ Survey ___
___ x ___ ___.___%

REMARKS:

4.29.98

Kgd 4/30/98 mT.

Prepared by: E. Garza | Date 8-10-98

POOLING COMMITTEE REPORT

TO: SCHOOL LAND BOARD

DATE: October 21, 1997

OPERATOR: Union Pacific Resources Co. **COUNTY:** Brazos

UNIT NAME: Sandbag No. 1 **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-95404	1/5	HBP	3	~~9.59~~ 80.00	9.59	UPRC

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

PRIVATE ACRES: 860.34
STATE ACRES: 9.59
TOTAL UNIT ACRES: 869.93

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 1.1024%
State Unit Royalty 0.2205%

Railroad Commission Rules:
Spacing 900 Acres
Acreage Factor 100%

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

REMARKS:

- On May 25, 1994, the School Land Board approved the inclusion of 9.59 river acres into the Birchridge-Allen Unit. Union Pacific Resources Company is requesting the Board approve the reformation of the Birchridge-Allen Unit by deleting the 9.59 river acres and including the river acres in the proposed Sandbag No. 1 Unit.

- If the reformation and the inclusion of the river acreage in the Sandbag No. 1 Unit is approved, the applicant is requesting permanent oil and gas pooling of the Austin Chalk Formation defined as the stratigraphic interval or correlative equivalent occurring from 11,080 feet to 11,603 feet, as shown on the Dual Induction log of the C.R.L. Resources, Walker No. 1 well.

- The applicant has completed a horizontal oil well in the Austin Chalk Formation on August 10, 1997. Initial potential tests indicate the propsed unit well is capable of producing mcf 1,244 bbls of oil and 5,715 mcf of casinghead gas per day.

- The state's royalty participation in the Birchridge-Allen Unit is 0.2103%. If the Sandbag No. 1 Unit is approved, the state's royalty participation will be 0.2205%.

- The state has participated in approximately 360 MBO and 3.5 BCF of gas from the Birchridge-Allen Unit well. The remaining reserves are approximately 8 MBO and 177 MMCF of gas, as compared to the remaining reserves in the Sandbag No. 1 Unit well of 206 MBO and 6.7 BCF of gas.

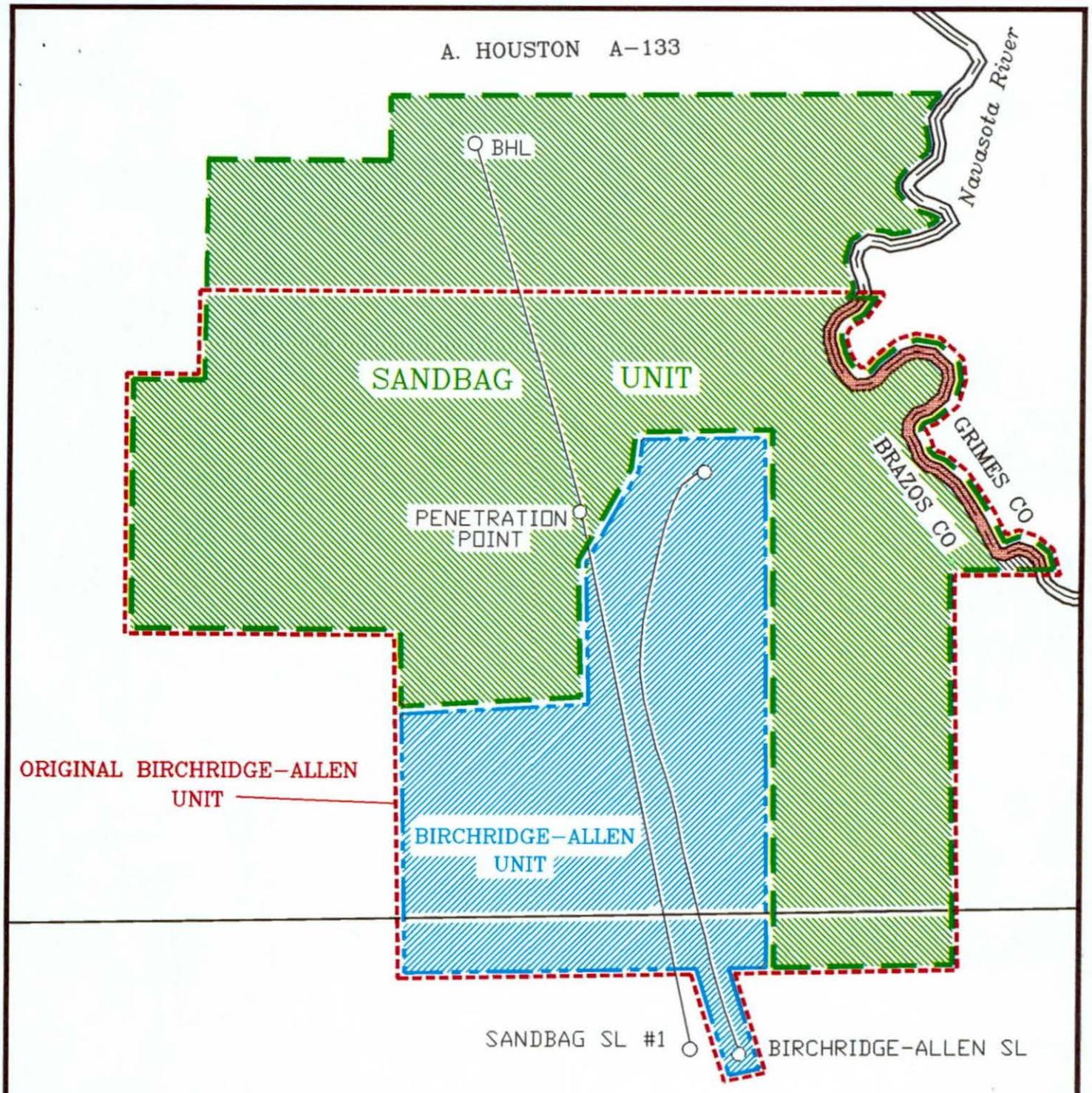
- If the inclusion of the riverbed in the Sandbag No. 1 Unit is approved by the Board, the state will participate from date of first production. Horizontal severance is provided in the state lease.

- 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 reformation of the Birchridge-Allen Unit by deleting the 9.59 river acres and including the river acreage in the Sandbag No. 1 Unit. The Pooling Committee also recommends Board approval of the Sandbag No. 1 Unit as a permanent oil and gas unit, under the above stated provisions.

Jeffee Martinez-Vargas **Peter A. Boone** **Al Gonzales**



97-11\RH\3-97

UNION PACIFIC RESOURCES

SANDBAG No.1 AND BIRCHRIDGE-ALLEN UNITS

GIDDINGS-AUSTIN CHALK

M-95404

BRAZOS AND GRMES COUNTIES

POOLING AGREEMENT
UNION PACIFIC RESOURCES
SANDBAG NO. 1
BRAZOS COUNTY, TEXAS

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

PURPOSES: 1.

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

UNIT DESCRIPTION: 2.

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

MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 11,080 feet to 11,603 feet, as shown on the Dual Induction log of the C.R.L. Resources, Walker No. 1 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 869.93 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 offsets 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 October 21, 1997; 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 Brazos County, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production 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 12/31/97

STATE OF TEXAS

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

Legal
Content
Geology
Execution

Date Executed _____

UNION PACIFIC RESOURCES

By: Carolyn J. David
Carolyn J. David
Its: Attorney-In-Fact

ATTEST:

_____

CERTIFICATE

I, Linda K. Fisher, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 21st day of October, 1997, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 30th day of December, 1997.

Linda K. Fisher
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on January 5, 1997, by Carolyn J. David as Attorney-in-Fact of Union Pacific Resources, a Delaware corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

EXHIBIT "A"

Lease #:	TX1-41297
Lessor:	Mrs. W.R. Allen and Alta Allen Wilson
Lessee:	Union Pacific Resources Company
Date:	July 26, 1990
Filed:	Official Records, Brazos County, Texas
Recorded:	Volume 1205, Page 838

Lease #:	TX1-41846
Lessor:	Linda Bramlett Hughes et vir, Jerry Hughes
Lessee:	Union Pacific Resources Company
Date:	August 15, 1990
Filed:	Official Records, Brazos County, Texas
Recorded:	Volume 1212, Page 49

Lease #:	TX2-60571
Lessor:	The State of Texas
Lessee:	Union Pacific Resources Company
Date:	October 19, 1993
Filed:	Official Records, Brazos County, Texas
Recorded:	Volume 2016, Page 141

Lease #:	TX1-81515
Lessor:	Linda Bramlett Hughes and husband Jerry Hughes
Lessee:	Union Pacific Resources Company
Date:	July 29, 1996
Filed:	Official Records, Brazos County, Texas
Recorded:	Volume 2657, Page 295

Lease #:	TX1-80256
Lessor:	Alta Allen Wilson
Lessee:	Union Pacific Resources Company
Date:	June 17, 1996
Filed:	Official Records, Brazos County, Texas
Recorded:	Volume 2620, Page 264

Lease #:	TX1-49162(1)
Lessor:	Birchridge Association, Inc.
Lessee:	Union Pacific Resources Company
Date:	June 29, 1993
Filed:	Official Records, Brazos County, Texas
Recorded:	Volume 1976, Page 127

Lease #:	TX1-49162(4)
Lessor:	F.L. Pool
Lessee:	Union Pacific Resources Company
Date:	August 10, 1993
Filed:	Official Records, Brazos County, Texas
Recorded:	Volume 1925, Page 88

Lease #:	TX1-49162(5)
Lessor:	Millican Land & Royalty Company

Lessee: Union Pacific Resources Company
Date: August 10, 1993
Filed: Official Records, Brazos County, Texas
Recorded: Volume 2027, Page 158

Lease #: TX1-49162(2)
Lessor: Roger Sloan Williams
Lessee: Union Pacific Resources Company
Date: August 10, 1993
Filed: Official Records, Brazos County, Texas
Recorded: Volume 1925, Page 99

Lease #: TX1-49162(3)
Lessor: Knox T. Williams
Lessee: Union Pacific Resources Company
Date: August 10, 1993
Filed: Official Records, Brazos County, Texas
Recorded: Volume 1925, Page 102

LIMITED TO THE AUSTIN CHALK FORMATION, as found between 11,080 feet and 11,603 feet in the C.R.L. Resources, Walker No. 1 Well, located 4,409 feet FSL and 1,900 feet FNWL, A.D. Houston Survey, A-133, Brazos County, Texas.

Sandbag Unit No. 1
869.93 Acre Unit
Union Pacific Resources Company
Andrew D. Houston Survey, A-133
W. Brooks & A. G. Perry Survey, A-73
Brazos & Grimes Counties, Texas

Field notes of an 869.93 acre tract or parcel of land, lying and being situated in the Andrew D. Houston Survey, Abstract No. 133 and in the W. Brooks & A. G. Perry Survey, Abstract No. 73, Brazos & Grimes Counties, Texas, and consisting of the following tracts:

All of the called 202.2 acre - 2nd Tract described in the deed recorded in Volume 236, Page 394, of the Deed Records of Brazos County, Texas;

All of the called 75 acre - Tract "a" and part of the called 450 acre - Tract "b", described in the deed recorded in Volume 87, Page 52, of the Deed Records of Brazos County, Texas;

All of the Navasota River adjoining a portion of the abovementioned 450 acre tract;

All of the called 18.5 acre - 1st Tract and all of the called 18.5 acre - 2nd Tract described in the deed recorded in Volume 235, Page 448, of the Deed Records of Brazos County, Texas;

All of the called 37 acre tract described in the deed recorded in Volume 235, Page 443, of the Deed Records of Brazos County, Texas;

Part of the called 222 acre tract described in the deed recorded in Volume 148, Page 334, of the Deed Records of Brazos County, Texas;

And part of the called 111 acre tract described in the deed recorded in Volume 228, Page 419, of the Deed Records of Brazos County, Texas, and said 869.93 acre tract being more particularly described as follows:

BEGINNING at the northeast corner of the beforementioned 75 acre tract on the west bank of the Navasota River;

THENCE down the meanders of the westerly bank (Brazos County side) of the Navasota River, as scaled from U.S.G.S. Quadrangle Map, as follows:

S 40° 51' 46" W for a distance of 181.27 feet,
S 32° 28' 02" W for a distance of 116.74 feet,
S 24° 04' 40" E for a distance of 128.83 feet,
S 06° 01' 11" E for a distance of 140.79 feet,
S 11° 52' 08" W for a distance of 129.94 feet,
S 57° 26' 05" W for a distance of 152.78 feet,
S 50° 22' 55" W for a distance of 132.70 feet,
S 44° 12' [illegible] for a distance of 104.36 feet to a nail found on the bank;

THENCE down the meanders of the westerly bank (Brazos County side) of the Navasota River, as located on-the-ground in 1993, as follows:

S 37° 04' 45" E for a distance of 169.58 feet,
S 62° 48' 50" E for a distance of 170.89 feet,
S 73° 44' 41" E for a distance of 178.07 feet,
S 32° 24' 35" E for a distance of 44.01 feet,
S 06° 35' 50" E for a distance of 69.20 feet,

S 59° 55' 32" W for a distance of 298.62 feet,
S 82° 17' 46" W for a distance of 235.20 feet,
N 61° 21' 27" W for a distance of 211.77 feet,
S 82° 23' 57" W for a distance of 120.61 feet,
S 35° 09' 28" W for a distance of 175.34 feet,
S 03° 10' 09" E for a distance of 216.82 feet,
S 33° 03' 33" E for a distance of 159.56 feet and corner;

THENCE N 88° 54' 02" E across the beforementioned Navasota River for a distance of 70.65 feet to the easterly bank of the Navasota River;

THENCE down the meanders of the easterly bank (Grimes County side) of the Navasota River as located on-the-ground in 1993, as follows:

S 26° 32' 52" E for a distance of 48.85 feet,
S 23° 57' 52" W for a distance of 127.91 feet,
S 59° 48' 01" W for a distance of 320.30 feet,
S 10° 08' 22" W for a distance of 239.23 feet,
S 21° 53' 34" E for a distance of 245.15 feet,
S 46° 27' 34" E for a distance of 126.99 feet,
S 80° 20' 48" E for a distance of 188.09 feet,
N 42° 19' 00" E for a distance of 123.51 feet,
N 55° 14' 16" E for a distance of 354.74 feet,
N 71° 44' 39" E for a distance of 140.51 feet,
S 66° 55' 17" E for a distance of 183.80 feet,
S 32° 14' 06" E for a distance of 152.26 feet,
S 02° 50' 51" E for a distance of 156.13 feet,
S 22° 44' 55" W for a distance of 147.80 feet,
S 49° 40' 31" W for a distance of 110.10 feet,
S 73° 36' 30" W for a distance of 111.26 feet,
S 50° 13' 41" W for a distance of 187.90 feet,
S 01° 36' 18" W for a distance of 89.07 feet,
S 23° 13' 47" E for a distance of 122.60 feet,
S 30° 03' 04" E for a distance of 141.19 feet,
S 70° 55' 49" E for a distance of 209.09 feet,
S 52° 24' 17" E for a distance of 132.36 feet,
S 37° 06' 40" E for a distance of 398.28 feet,
S 27° 31' 41" E for a distance of 425.26 feet,
S 31° 22' 50" E for a distance of 60.46 feet,
N 53° 33' 43" E for a distance of 152.64 feet,
N 74° 48' 58" E for a distance of 71.78 feet,
S 62° 53' 53" E for a distance of 183.82 feet,
S 11° 06' 49" E for a distance of 91.85 feet,
S 16° 41' 13" E for a distance of 35.07 feet;

THENCE S 89° 38' 46" W across the Navasota River and along the south line of the beforementioned 450 acre tract, at a distance of 101.35 feet, pass a 3" iron pipe found, continue on for a total distance of 925.86 feet to a ¾" iron pipe found with 3" iron pipe at a 6" creosote post fence corner marking the northeast corner of the beforementioned 18.5 acre tract (1st Tract);

THENCE along the east line of the beforementioned 18.5 acre tract, the beforementioned 37 acre tract and the beforementioned 222 acre tract, adjacent to a fence, as follows:

S 01° 00' 53" E	for a distance of 2310.22 feet to a crosstie fence corner,
S 00° 55' 19" E	for a distance of 1475.34 feet to a ¾" iron pipe found with 3" iron pipe at an 8" creosote post fence corner marking the southeast corner of the 222 acre tract;

THENCE S 88° 47' 39" W along the south line of the beforementioned 222 acre tract for a distance of 1696.54 feet and corner;

THENCE N 01° 04' 03" W across the beforementioned 222 acre tract and along the west line of the beforementioned 37 acre tract and the beforementioned 18.5 acre tract (2nd Tract), across the beforementioned 450 acre tract for a distance of 5023.84 feet to the northeast corner of the 287.68 acre unit surrounding the Birchridge-Allen #1 Well;

THENCE along the lines of the beforementioned 287.68 acre unit, and through the interior of the beforementioned 450 acre tract, as follows:

S 88° 54' 02" W	for a distance of 1169.29 feet,
S 03° 35' 17" W	for a distance of 339.22 feet,
S 28° 19' 51" W	for a distance of 1029.96 feet to the south line of the 450 acre tract, same being the north line of the beforementioned 111 acre tract;

THENCE S 01° 09' 23" E across the beforementioned 111 acre tract, at a distance of 948 feet, pass the interior ell corner of the 111 acre tract, same being a northwest corner of the beforementioned 222 acre tract, continue along a common line between the beforementioned 111 acre tract and the 222 acre tract for a total distance of 1263.96 feet to a southeast corner of the 111 acre tract, same being an interior ell corner of the 222 acre tract;

THENCE S 88° 49' 18" W along a common corner of the beforementioned 111 acre tract and the beforementioned 222 acre tract for a distance of 1701.67 feet to the southwest corner of the 111 acre tract, same being the northwest corner of the 222 acre tract;

THENCE N 01° 16' 22" W along the west line of the beforementioned 111 acre tract for a distance of 771.35 feet to the southeast corner of the beforementioned 202.2 acre tract, from which a 1" iron pipe found at a 6" cedar post fence corner marking the northwest corner of the 111 acre tract bears N 01° 03' 38" W - 494.96 feet;

THENCE along the lines of the beforementioned 202.2 acre tract, adjacent to a fence, as follows:

S 88° 41' 13" W	for a distance of 2528.60 feet to a ½" iron rod found at a crosstie fence corner,
N 01° 54' 43" W	for a distance of 2311.31 feet and corner,
N 89° 23' 25" E	for a distance of 743.00 feet to a 1" iron pipe found at a 6" broken creosote post fence corner,
N 00° 51' 45" W	for a distance of 1844.29 feet and corner,
N 89° 40' 32" E	for a distance of 1712.30 feet to a nail found at a crosstie fence corner marking the northeast corner of the 202.2 acre tract in the west line of the beforementioned 450 acre tract;

THENCE N 00° 41' 02" W along the west line of the beforementioned 450 acre tract and the beforementioned 75 acre tract for a distance of 844.16 feet to a nail found at a crosstie fence corner marking the northwest corner of the 75 acre tract;

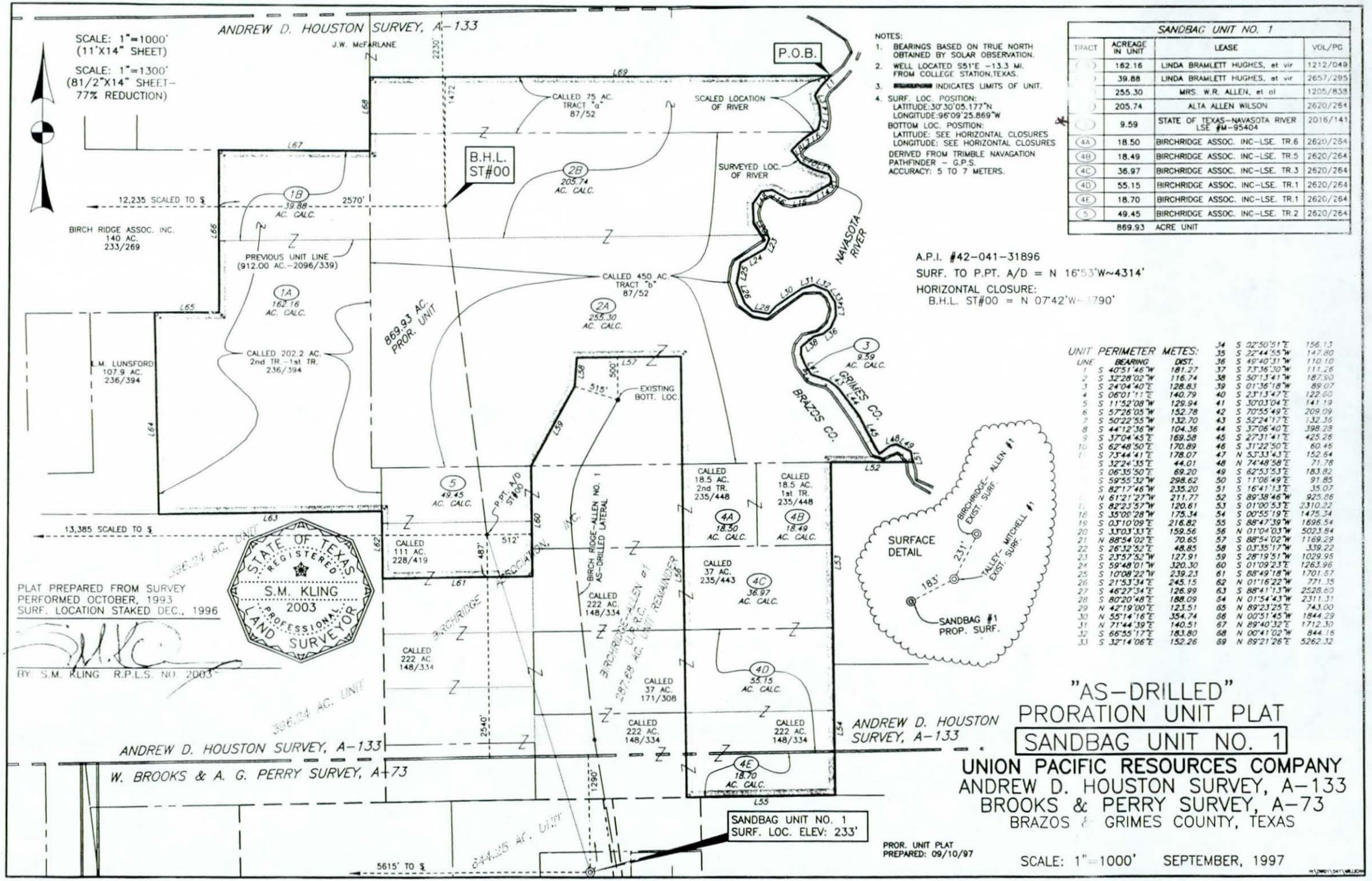
THENCE N 89° 21' 26" E along the north line of the beforementioned 75 acre tract, adjacent to a fence, for a distance of 5262.32 feet to the **PLACE OF BEGINNING**, containing 869.93 acres of land, more or less.

Bearings based on True North, as obtained by Solar Observation.

Prepared 9/11/97

kes97-02b:\sandbag.869

EXHIBIT C



NOTES:
1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED S51°E -13.3 MI. FROM COLLEGE STATION, TEXAS.
3. [redacted] INDICATES LIMITS OF UNIT.
4. SURF. LOC. POSITION:
   LATITUDE: 30°30'05.177"N
   LONGITUDE: 96°09'25.869"W
   BOTTOM LOC. POSITION:
   LATITUDE: SEE HORIZONTAL CLOSURES
   LONGITUDE: SEE HORIZONTAL CLOSURES
   DERIVED FROM TRIMBLE NAVAGATION PATHFINDER - G.P.S.
   ACCURACY: 5 TO 7 METERS.

SANDBAG UNIT NO. 1

TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
(1)	162.16	LINDA BRAMLETT HUGHES, et vir	1212/049
(1B)	39.88	LINDA BRAMLETT HUGHES, et vir	2657/295
(2A)	255.30	MRS. W.R. ALLEN, et al	1205/838
(2B)	205.74	ALTA ALLEN WILSON	2620/264
(3)	9.59	STATE OF TEXAS-NAVASOTA RIVER LSE. #M-95404	2016/141
(4A)	18.50	BIRCHRIDGE ASSOC. INC-LSE. TR.6	2620/264
(4B)	18.49	BIRCHRIDGE ASSOC. INC-LSE. TR.5	2620/264
(4C)	36.97	BIRCHRIDGE ASSOC. INC-LSE. TR.3	2620/264
(4D)	55.15	BIRCHRIDGE ASSOC. INC-LSE. TR.1	2620/264
(4E)	18.70	BIRCHRIDGE ASSOC. INC-LSE. TR.1	2620/264
(5)	49.45	BIRCHRIDGE ASSOC. INC-LSE. TR.2	2620/264
	869.93	ACRE UNIT	

A.P.I. #42-041-31896
SURF. TO P.PT. A/D = N 16°53'W~4314'
HORIZONTAL CLOSURE:
B.H.L. ST#00 = N 07°42'W~3790'

UNIT PERIMETER METES:

LINE	BEARING	DIST.	LINE	BEARING	DIST.
1	S 40°51'46"W	181.27	34	S 02°50'51"E	156.13
2	S 32°28'02"W	116.74	35	S 22°44'55"W	147.80
3	S 24°04'40"E	128.83	36	S 49°40'31"W	110.10
4	S 06°01'11"E	140.79	37	S 73°36'30"W	111.26
5	S 11°52'08"W	129.94	38	S 50°13'41"W	187.50
6	S 57°26'05"W	152.78	39	S 01°36'18"W	89.07
7	S 50°22'55"W	132.70	40	S 23°13'47"E	122.60
8	S 44°12'36"W	104.36	41	S 30°03'04"E	141.19
9	S 37°04'45"E	169.58	42	S 70°55'49"E	209.09
10	S 62°48'50"E	170.89	43	S 52°24'17"E	132.36
11	S 73°44'41"E	178.07	44	S 37°06'40"E	398.28
12	S 32°24'35"E	44.01	45	S 27°31'41"E	425.26
13	S 06°35'50"E	69.20	46	S 31°22'50"E	60.45
14	S 59°55'32"W	298.62	47	N 53°33'43"E	152.64
15	S 82°17'46"W	235.20	48	N 74°48'58"E	71.78
16	N 61°21'27"W	211.77	49	S 62°53'53"E	183.82
17	S 82°23'57"W	120.61	50	S 11°06'49"E	91.85
18	S 35°00'28"W	175.34	51	S 16°41'13"E	35.07
19	S 03°10'09"E	216.82	52	S 89°38'46"W	925.86
20	S 33°03'33"E	159.56	53	S 01°00'53"E	2310.22
21	N 88°54'02"E	70.65	54	S 00°55'19"E	1475.34
22	S 26°32'52"E	48.85	55	S 88°47'39"W	1696.54
23	S 23°57'52"W	127.91	56	N 01°04'03"W	5023.84
24	S 59°48'01"W	320.30	57	S 88°54'02"W	1169.29
25	S 10°08'22"W	239.23	58	S 03°35'17"W	339.22
26	S 21°53'34"E	245.15	59	S 28°19'51"W	1029.95
27	S 46°27'34"E	126.99	60	S 01°09'23"E	1263.96
28	S 80°20'48"E	188.09	61	S 88°49'18"W	1701.67
29	N 42°19'00"E	123.51	62	N 01°16'22"W	771.35
30	N 55°14'16"E	354.74	63	S 88°41'13"W	2528.60
31	N 71°44'39"E	140.51	64	N 01°54'43"W	2311.31
32	S 66°55'17"E	183.80	65	N 89°23'25"E	743.00
33	S 32°14'06"E	152.26	66	N 00°51'45"W	1844.29
			67	N 89°40'32"E	1712.30
			68	N 00°41'02"W	844.15
			69	N 89°21'26"E	5262.32

PROR. UNIT PLAT PREPARED: 09/10/97

"AS-DRILLED" PRORATION UNIT PLAT

SANDBAG UNIT NO. 1

UNION PACIFIC RESOURCES COMPANY

ANDREW D. HOUSTON SURVEY, A-133
BROOKS & PERRY SURVEY, A-73
BRAZOS & GRIMES COUNTY, TEXAS

SCALE: 1"=1000' SEPTEMBER, 1997

REFORMATION OF UNIT
BIRCHRIDGE-ALLEN UNIT WELL NO. 1

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZOS §

Recitals

A. Valid and subsisting oil, gas, and mineral leases have heretofore been pooled, or some portion thereof, as evidenced by that certain Designation of Unit, recorded in Volume 2127, Page 345, Official Records of Brazos County, Texas, for the BIRCHRIDGE-ALLEN UNIT WELL NO. 1.

B. It is the desire of the owners of said leases to reform the BIRCHRIDGE-ALLEN UNIT WELL NO. 1 by deleting therefrom certain acreage for the purpose of including such deleted acreage, as described below, in a certain new unit to be formed to drill a horizontal well which shall be designated as the SANDBAG UNIT NO. 1.

NOW, THEREFORE, in consideration of the premises, the receipt and sufficiency of which are hereby acknowledged, the undersigned owners of the leases hereby reform, as applicable, the Original Unit formed by the Designation of Unit listed in Paragraph A above and hereby pool, consolidate, combine, and unitize the oil, gas, and mineral leases listed on Exhibit "A" attached hereto (the "Leases") the leasehold rights, overriding royalty and royalty interests therein and thereunder for the purpose of drilling for, developing, and producing oil, gas, and liquid hydrocarbons (including condensate, distillate, and other liquids). Said reformed unit ("Unit") shall be comprised of the land as depicted on the Plat attached hereto as Exhibit "B".

The undersigned owners of non-working interests (royalty) lying within the Original Unit described in Paragraph A above and within the Reformed Unit hereby join in the execution of this instrument for the purpose of evidencing, as applicable, their consent to and ratification of the acts accomplished by this instrument, and hereby ratify and consent to the reformation of the Original Unit and the deletion of any of their lands that may have been deleted from the Original Unit, and the inclusion of that portion of their interests that lies within said reformed Unit as more particularly described on Exhibit "B".

If, at any time, any tract of land or interest within the Unit is not properly pooled or unitized hereby or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair, or invalidate such Unit as to any interest properly pooled or unitized hereby or otherwise.

The Unit covers all production from the land described on the attached Exhibit "B" and depths described on the attached Exhibit "A" which is produced from any well drilled to the unitized interval(s) underlying such Unit area. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in such Unit.

The undersigned reserve the right to amend the Unit, including any modification or reduction in the size of such Unit, from time to time, and at any time, in order to (i) conform this reformation to reflect the final configuration of the Unit based upon the location and the length of the lateral component of the well drilled thereon; (ii) correct any error herein; (iii) include in the Unit any newly acquired interests within such Unit boundaries; or (iv) enlarge the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction.

By execution of this instrument, the undersigned owners of the Leases do not exhaust their right to pool the Leases and lands covered thereby with other leases and lands as to any other minerals, horizon, or strata covered thereby, and they expressly reserve the right and power to pool or unitize the above described Leases and lands with any other leases, lands, horizons, or strata in the

vicinity and insofar as the power, right, and authority to do so is granted in the Leases and so long as such power and authority is exercised in accordance with applicable rules and regulations of any governmental regulatory body or agency having jurisdiction.

The reformation of the Unit shall be effective as of the filing of the Unit Designation for the Sandbag No. 1 well in the Official Records of Brazos County, Texas, and shall remain in force as long as the pooled minerals are being produced from the Unit or so long as the Leases comprising the Unit are maintained in force and effect by payment or tender of shut-in royalties or delay rentals, if applicable, or by other means, as provided by the terms of the Leases, or until dissolution of such Unit in accordance with the terms of the Leases.

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification with the same effect as if all parties had executed one instrument. Failure of any one person owning an interest in the Unit to execute this instrument or a counterpart shall not in any manner effect the validity hereof as to the parties who do execute the instrument.

UNION PACIFIC RESOURCES COMPANY

By: _____
Its: Attorney-in-Fact

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 1997, by _____, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.

_____
Signature

_____
Name (Print)
My commission expires _____

GENERAL LAND OFFICE, STATE OF TEXAS

Approved
Legal
Geology
Execution

By: Garry Mauro
Title: Commissioner

STATE OF Texas

COUNTY OF Travis

This instrument was acknowledged before me on 5th day of November, 1997, by Garry Mauro, Commissioner of the Texas General Land Office.

NOTARY PUBLIC STATE OF TEXAS
J. DARYL MORGAN
NOTARY PUBLIC
State of Texas
Comm Exp 07-26-2000

Name (Print)
My Commission Expires: _____

EXHIBIT "A"

Attached to and made a part of that certain Reformation of Unit, Birchridge-Allen Unit No.1.

Lease #:	TX1-49162(1)
Lessor:	Birchridge Association, Inc.
Lessee:	Union Pacific Resources Company
Date:	June 29, 1993
Filed:	Official Records, Brazos County, Texas
Recorded:	Volume 1976, Page 127

Lease #:	TX1-41846
Lessor:	Linda Bramlett Hughes et vir, Jerry Hughes
Lessee:	Union Pacific Resources Company
Date:	August 15, 1990
Filed:	Official Records, Brazos County, Texas
Recorded:	Volume 1212, Page 49

Lease #:	TX1-49162(2)
Lessor:	Roger Sloan Williams
Lessee:	Union Pacific Resources Company
Date:	August 10, 1993
Filed:	Official Records, Brazos County, Texas
Recorded:	Volume 1925, Page 99

Lease #:	TX1-49162(3)
Lessor:	Knox T. Williams, III
Lessee:	Union Pacific Resources Company
Date:	August 10, 1993
Filed:	Official Records, Brazos County, Texas
Recorded:	Volume 1925, Page 102

Lease #:	TX1-49162(4)
Lessor:	F.L. Pool
Lessee:	Union Pacific Resources Company
Date:	August 10, 1993
Filed:	Official Records, Brazos County, Texas
Recorded:	Volume 1925, Page 88

Lease #:	TX1-49162(5)
Lessor:	Millican Land & Royalty Company
Lessee:	Union Pacific Resources Company
Date:	August 10, 1993
Filed:	Official Records, Brazos County, Texas
Recorded:	Volume 2027, Page 158

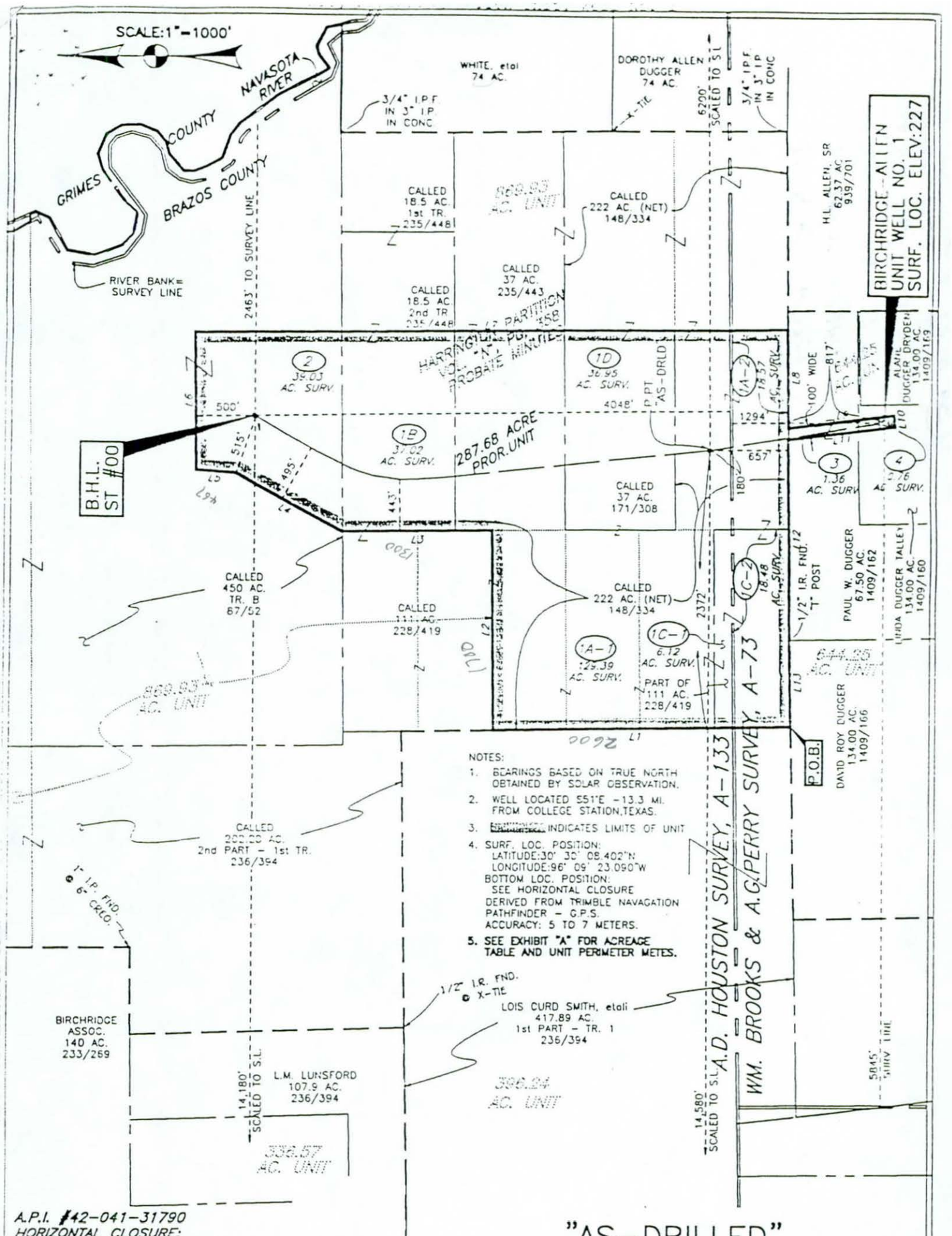
Lease #:	TX1-47029(2)
Lessor:	Linda Dugger Talley
Lessee:	Union Pacific Resources Company
Date:	September 8, 1993
Filed:	Official Records, Brazos County, Texas
Recorded:	Volume 1925, Page 95

Lease #:	TX1-47029(1)
Lessor:	William B. Anderson
Lessee:	Union Pacific Resources Company
Date:	January 6, 1993
Filed:	Official Records, Brazos County, Texas
Recorded:	Volume 1737, Page 203

Lease #:	TX1-47029(5)
Lessor:	Paul Wayne Dugger
Lessee:	Union Pacific Resources Company
Date:	September 8, 1993
Filed:	Official Records, Brazos County, Texas
Recorded:	Volume 1925, Page 77

Lease #:	TX1-41297
Lessor:	Mrs. W.R. Allen and Alta Allen Wilson
Lessee:	Union Pacific Resources Company
Date:	July 26, 1990
Filed:	Official Records, Brazos County, Texas
Recorded:	Volume 1205, Page 838

LIMITED TO THE AUSTIN CHALK FORMATION, as found between 11,080 feet and 11,603 feet in the C.R.L. Resources, Walker No. 1 Well, located 4,409 feet FSL and 1,900 feet FNWL, A.D. Houston Survey, A-133, Brazos County, Texas.



A.P.I. #42-041-31790
HORIZONTAL CLOSURE:
ST #00 = N 03°35' E~3882'
SURF. LOC. TO AS-DRILLED PEN. PT.:
N 0°10' W~1492'
PRORATION UNIT PLAT
PREPARED:02/18/94

REVISED: 04/20/94
EXPANDED TO 912.00 AC UNIT
REVISED: 12/09/96
REDUCED TO 569.26 AC. UNIT
REVISED: 12/18/96
REDUCED TO 366.31 AC. UNIT
REVISED: 02/05/97
REDUCED TO 287.68 AC. UNIT
SURVEYED: OCTOBER, 1993

STATE OF TEXAS REGISTERED S.M. KLING 2003 PROFESSIONAL LAND SURVEYOR

BY: S.M. KLING R.P.L.S. NO. 2003

"AS-DRILLED" PRORATION UNIT PLAT

PURSUANT TO STATEWIDE RULE 86
FOR GIDDINGS(AUSTIN CHALK-3) FIELD

BIRCHRIDGE-ALLEN UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

A.D. HOUSTON SURVEY, A-133
WM. BROOKS &
A.G. PERRY SURVEY, A-73
BRAZOS COUNTIES, TEXAS
SCALE:1"=1000' NOVEMBER, 1993

F:\DWG1\041\MILLICAN

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

(29) M-95 907

Pooling Committee Rpt &
Pooling Agreement
DATED 10-21-97
FILED: 2-4-98

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Type or print only

Form W-2
Rev. 4/1/83
483-048

API No. 42- 041-31896

7. RRC District No. 05

8. RRC Lease No.

Oil Well Potential Test, Completion or Recompletion Report, and Log

1. FIELD NAME (as per RRC Records or Wildcat)
Giddings (Austin Chalk-3)

2. LEASE NAME
Sandbag Unit

9. Well No.
1

3. OPERATOR'S NAME (Exactly as shown on Form P-5, Organization Report)
Union Pacific Resources Company

RRC Operator No.
876645

10. County of well site
Brazos

4. ADDRESS
PO Box 7, MS 3006 Fort Worth, Texas 76101

11. Purpose of filing
Initial Potential [XX]
Retest [ ]
Reclass [ ]
Well record only (explain in Remarks) [ ]

5. If Operator has changed within last 60 days, name former operator

6a. Location (Section, Block, and Survey)
W. Brooks & A.G. Perry A-73

6b. Distance and direction to nearest town in this county.
13.3 miles SE from College Station, TX

12. If workover or reclass, give former field (with reservoir) & gas ID or oil lease no.
FIELD & RESERVOIR

GAS ID or OIL LEASE #

Oil - O Gas - G

WELL NO.

13. Type of electric or other log run
GR

14. Completion or recompletion date
08/10/97

SECTION I: POTENTIAL TEST DATA IMPORTANT: Test should be for 24 hours unless otherwise specified in field rules.

15. Date of test	16. No. of hours tested	17. Production method (Flowing, Gas Lift, Jetting, Pumping—Size & Type of pump)	18. Choke size
09/10/97	24	Flowing	24/64

	Oil - BBLS	Gas — MCF	Water - BBLS	Gas - Oil Ratio	Flowing Tubing Pressure
19. Production during Test Period ▶	1244	5715	259	4594	2650 PSI
20. Calculated 24-Hour Rate ▶	1244	5715	259	Oil Gravity—API—60° 50.0	Casing Pressure ---- PSI

21. Was swab used during this test? Yes [ ] No [XX]

22. Oil produced prior to test (New & Reworked wells)
6241

23. Injection Gas—Oil Ratio

REMARKS:

INSTRUCTIONS: File an original and one copy of the completed Form W-2 in the appropriate RRC District Office within 30 days after completing a well and within 10 days after a potential test. If an operator does not properly report the results of a potential test within the 10-day period, the effective date of the allowable assigned to the well will not extend back more than 10 days before the W-2 was received in the District Office. (Statewide Rules 16 and 51) To report a completion or recompletion, fill in both sides of this form. To report a retest, fill in only the front side.

▶ WELL TESTER'S CERTIFICATION
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I conducted or supervised this test by observation of (a) meter readings or (b) the top and bottom gauges of each tank into which production was run during the test. I further certify that the potential test data shown above is true, correct, and complete, to the best of my knowledge.

Norman Homburg Jr. Union Pacific Resources Company
Signature: Well Tester Norman Homburg Name of Company RRC Representative

▶ OPERATOR'S CERTIFICATION
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that 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.

Wanda Bartell Regulatory Analyst
Typed or printed name of operator's representative Title of Person

817-877-7941 10 / 14 / 97
Telephone: Area Code Number Date: mo. day year

Wanda Bartell
Signature

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

24. Type of Completion: New Well [XX] (horizontal) Deepening [ ] Plug Back [ ] Other [ ]

25. Permit to Drill, Plug Back or Deepen — DATE 12/17/96 — PERMIT NO. 456416
Rule 37 Exception — CASE NO.
Water Injection Permit — PERMIT NO.
Salt Water Disposal Permit — PERMIT NO.
Other — PERMIT NO.

26. Notice of Intention to Drill this well was filed in Name of: Union Pacific Resources Company

27. Number of producing wells on this lease in this field (reservoir) including this well: 1

28. Total number of acres in this lease: 869.93

29. Date Plug Back, Deepening, WorkOver or Drilling Operations: Commenced 05/10/97; Completed 07/18/97

30. Distance to nearest well, Same Lease & Reservoir: NA

31. Location of well relative to nearest lease boundaries of lease on which this well is located: 5615' Feet From North Line and 1290 Feet from West Line of the off Lease in Survey A-73

32. Elevation (DF, RKB, RT, GR, ETC.): GR: 233'

33. Was directional survey made other than inclination (Form W-12)? [XX] Yes [ ] No

34. Top of Pay: 12872'

35. Total Depth: MD: 16784' TVD: 11558'

36. P. B. Depth: MD: 16784' TVD: 11558'

37. Surface Casing Determined by: Field Rules [ ] Recommendation of T.D.W.R. Railroad Commission (Special) [XX] — Dt. of Letter 12/18/96 — Dt. of Letter

38. Is well multiple completion? No

39. If multiple completion, list all reservoir names (completions in this well) and Oil Lease or Gas ID No.

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

40. Intervals Drilled by: Rotary Tools XX; Cable Tools

41. Name of Drilling Contractor: Nabors #206

42. Is Cementing Affidavit Attached? [XX] Yes [ ] No

43. 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.
13 3/8"	61#	1030'		725 sxs "A"	17 1/2"	Surface	1479.75
9 5/8"	47#	8650'		600 sxs 35:65:6	12 1/4"	3101'	1738'
				+ 350 sxs "H"			

44. LINER RECORD

Size	TOP	Bottom	Sacks Cement	Screen
7 5/8"	8320'	12872'	375 sxs "H"	

45. TUBING RECORD

Size	Depth Set	Packer Set
2 7/8"	12650'	12650'

46. Producing Interval (this completion) Indicate depth of perforation or open hole
From (STOO) 12872' MD; 11490' TVD To 16784' MD; 11558' TVD
From To
From To
From To

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

Depth Interval	Amount and Kind of Material Used

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

Formations	Depth	Formations	Depth
Austin Chalk	12872'		

REMARKS

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Please Read Instructions

ELECTRIC LOG STATUS REPORT

FORM L-1
Rev. 12/88

INSTRUCTIONS

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

When the L-1 is NOT required
- with Forms W-2, G-1, and GT-1 filed for injection wells, disposal wells, water supply wells, service wells, re-test wells, re-classifications, and plugbacks of oil, gas, and geothermal wells
- with Form W-3 for plugging of other than a dry hole

Where to file the L-1
- with the appropriate Commission district office

Filling out the L-1
- Section I and the signature section must be filled out for all wells
- complete only the appropriate part of Section II

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

SEE REVERSE SIDE

SECTION I. IDENTIFICATION

Operator Name: Union Pacific Resources Company	District No.: 03	Completion Date: 08/10/97
Field Name: Giddings (Austin Chalk-3)	Drilling Permit No.: 456416	
Lease Name: Sandbag Unit	Lease/ID No.:	Well No.: 1
County: Brazos	API No.: 42 - 041-31896	

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

[ ] A. BASIC ELECTRIC LOG NOT RUN

[XX] B. BASIC ELECTRIC LOG RUN (select one) GR on horizontal sidetrack only

- [XX] 1. Confidentiality requested.
- [ ] 2. Confidentiality already granted on basic electric log covering this interval (applicable to deepened wells only).
- [ ] 3. Basic electric log covering this interval already on file with Commission (applicable to deepened wells only).
- [ ] 4. Log attached to (select one)
  - [ ] (a) Form L-1 (this form). If the company/lease name on log is different from that shown in Section I, please enter name on log here: _____
    Check here if attached log is being submitted after being held confidential [ ].
  - [ ] (b) Form P-7, Application for Discovery Allowable and New Field Designation.
  - [ ] (c) Form W-4, Application for Multiple Completion: lease or ID no.(s) _____, well no.(s) _____

signature	Regulatory Analyst (title)	
Wanda Bartell (name (print))	(817) 877-7941 (phone)	10/14/97 (date)

For Railroad Commission use only

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

READ INSTRUCTIONS ON BACK

PRODUCER'S TRANSPORTATION AUTHORITY AND CERTIFICATE OF COMPLIANCE

FORM P-4

5/90

1. Field name exactly as shown on proration schedule	2. Lease name		
Giddings (Austin Chalk-3)	Sandbag Unit		
3. Operator name exactly as shown on P-5 Organization Report	4. Operator P-5 no.	5. Oil lease no.	6. RRC district no.
Union Pacific Resources Company	876645		03
7. Operator address including city, state, and zip code	8. County in which oil lease or gas well is actually located	9. Gas ID no.	10. Gas well no.
PO Box 7, MS 3006 Fort Worth, TX 76101-0007	Brazos	11. Effective date	

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

Type Operation: gatherer	purchaser	nominator	Name of gatherer, purchaser, and/or nominator as indicated in type operation columns. NOTE: For each purchaser, give its RRC-assigned system code and identify the market. If applicable, place an "X" in the full-well stream column for the gatherer.	RRC USE ONLY: G/P/N Code	Purchaser's RRC Assigned System Code	Purchaser's Market: Inter-state	Purchaser's Market: Intra-state	Percent of Take	Full-well stream
XX			Ferguson-Burleson Cty G.G.S.					100	
	XX		Austin Chalk Natural Gas Marketing Services		0005		XX	100	

13. NAME OF OIL OR CONDENSATE GATHERER
List highest volume gatherer first

	Percent of Take	RRC USE ONLY Gath. code
Pride Pipeline Company	100	

14. PURPOSE OF FILING. Remarks:

a. [XX] New oil lease [ ] New gas well
[ ] Reclassification (oil to gas or gas to oil)
[ ] Consolidation, unitization or subdivision

b. CHANGE [ ] Gatherer [ ] Nominator
[ ] Purchaser [ ] Purchaser's system code

RRC USE ONLY
Approved (initials) _____ Oper. No. _____
Date _____ Field No. _____
Remarks:

c. CHANGE FROM
[ ] Operator _____
[ ] Field Name _____
[ ] Lease Name _____

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

Previous Operator _____ Date _____
Signature _____ Name (Print) _____
Title _____ Phone ( )
Address with city/state/zip _____

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

Signature Wanda Bartell Name (Print) Wanda Bartell
Title Regulatory Analyst Date 10/14/97 Phone (817) 877-7941

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

[ ] check if listings are continued on reverse side

Form P – 12
(1/16/74)

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

CERTIFICATE OF POOLING AUTHORITY

I, Wanda Bartell, being of lawful age, being familiar with the matter, and having full knowledge of the facts set out, do state:

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

NAME OF OPERATOR: Union Pacific Resources Company

NAME OF POOLED UNIT: Sandbag Unit WELL NO. 1

FIELD: Giddings (Austin Chalk-3), Brazos COUNTY,

TEXAS, contains 869.93 acres; that with respect to such pooled unit, as it is hereafter described, parties now owning a mineral interest or mineral interests (including royalty interests, working interests, or other mineral interests) therein either (1) acquired such interest as they now have subject to the provisions of an instrument or instruments now in effect and which permit the pooling of said interests or (2) have, by virtue of the execution of an instrument or instruments the provisions of which are now in effect, pooled such of said interests as they now own therein, in such manner that all of such pooled unit shall be considered by the Commission as one base tract as if all rights with respect thereto has been acquired under a single contract.

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

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

(OVER)

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

NAME OF HOLDER OF LEASE		LEASE NAME	NO. OF ACRES	MARGIN
Union Pacific Resources Company	1A	Linda Bramlett Hughes, et vir	162.16	
Union Pacific Resources Company	1B	Linda Bramlett Hughes, et vir	39.88	
Union Pacific Resources Company	2A	Mrs. W. R. Allen, et al	255.30	
Union Pacific Resources Company	2B	Alta Allen Wilson	205.74	
Union Pacific Resources Company	3	State of Texas-Navastoa River Lse.M-95404	9.59	
Union Pacific Resources Company	4A	Birchridge Assoc. Inc. - Lse. Tr.6	18.50	
Union Pacific Resources Company	4B	Birchridge Assoc. Inc. - Lse. Tr.5	18.49	
Union Pacific Resources Company	4C	Birchridge Assoc. Inc. - Lse. Tr.3	36.97	
Union Pacific Resources Company	4D	Birchridge Assoc. Inc. - Lse. Tr.1	55.15	
Union Pacific Resources Company	4E	Birchridge Assoc. Inc. - Lse. Tr.1	18.70	
Union Pacific Resources Company	5	Birchridge Assoc. Inc. - Lse. Tr.2	49.45	
		Total	869.93	

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.

Wanda Bartell — Regulatory Analyst — 10-14-97

Representative of Operator — Title — Date

Telephone (817) 877-7941

A / C — Number

INSTRUCTIONS.

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

Form P-15
(5-5-71)

STATEMENT OF PRODUCTIVITY OF ACREAGE ASSIGNED TO PRORATION UNITS

The undersigned states that he is authorized to make this statement; that he has knowledge of the facts concerning the Union Pacific Resources Company (OPERATOR), Sandbag Unit (LEASE), _____, No. 1 (WELL); that such well is completed in the Giddings (Austin Chalk-3) Field, Brazos County, Texas and that the acreage claimed, and assigned to such well for proration purposes as authorized by special rule and as shown on the attached certified plat embraces _____ 869.93 _____ acres which can reasonably be considered to be productive of hydrocarbons.

– *CERTIFICATE* –

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

Date 10/14/97 Signature Wanda Bartell /Wanda Bartell

Telephone 817-877-7941 (AREA CODE) _____ Title Regulatory Analyst

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

Form W-15
Cementing Report
Rev. 4/1/83
483-045

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

1. Operator's Name (As shown on Form P-5, Organization Report)	2. RRC Operator No.	3. RRC District No.	4. County of Well Site
Union Pacific Resources Company	876645	03	Brazos

5. Field Name (Wildcat or exactly as shown on RRC records)	6. API No.	7. Drilling Permit No.
Giddings (Austin Chalk-3)	42- 041-31896	456416

8. Lease Name	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No.
Sandbag Unit			1

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date			6-1-97				
13. *Drilled hole size			12 1/4				
*Est. % wash or hole enlargement							
14. Size of casing (in. O.D.)			9 5/8"				
15. Top of liner (ft.)							
16. Setting depth (ft.)			8650'				
17. Number of centralizers used			23				
18. Hrs. waiting on cement before drill-out			24				
1st Slurry	19. API cement used: No. of sacks ▶		600				
	Class ▶		35:65:6				
	Additives ▶		3% A-5 +	.1% R-3			
2nd Slurry	No. of sacks ▶		350				
	Class ▶		H				
	Additives ▶		35% S-8 +	.1% ASA	+ .15% R-3		
3rd Slurry	No. of sacks ▶		---				
	Class ▶		---				
	Additives ▶		---				
1st	20. Slurry pumped: Volume (cu. ft.) ▶		1224				
	Height (ft.) ▶		3908				
2nd	Volume (cu. ft.) ▶		584				
	Height (ft.) ▶		1641				
3rd	Volume (cu. ft.) ▶		---				
	Height (ft.) ▶		---				
Total	Volume (cu. ft.) ▶		1738				
	Height (ft.) ▶		5549				
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?			No				

22. Remarks

OVER ▶

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

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

THOMAS CARR/Service Supervisor — Name and title of cementer's representative
BJ Services — Cementing Company
Signature

1680 Independence — Address
Bryan, TX 77803 — City, State, Zip Code
409-779-8125 — Tel.: Area Code Number
6-1-97 — Date: mo. day yr.

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

Wanda Bartell — Typed or printed name of operator's representative
Regulatory Analyst — Title
Signature

PO Box 7, MS 3006 Fort Worth, Texas 76101 — Address, City, State, Zip Code
817-877-7941 — Tel.: Area Code Number
10/14/97 — Date: mo. day yr.

Instructions to Form W-15, Cementing Report

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

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

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

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

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

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

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

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

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

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

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

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Form W-15
Cementing Report
Rev. 4/1/83
483-045

1. Operator's Name (As shown on Form P-5, Organization Report)	2. RRC Operator No.	3. RRC District No.	4. County of Well Site
Union Pacific Resources Company	876645	03	Brazos

5. Field Name (Wildcat or exactly as shown on RRC records)	6. API No.	7. Drilling Permit No.
Giddings (Austin Chalk-3)	42- 041-31896	456416

8. Lease Name	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No.
Sandbag Unit			1

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date		5-11-97					
13. *Drilled hole size		17 1/2"					
*Est. % wash or hole enlargement							
14. Size of casing (in. O.D.)		13 3/8"					
15. Top of liner (ft.)							
16. Setting depth (ft.)		1030'					
17. Number of centralizers used		6					
18. Hrs. waiting on cement before drill-out		24					
1st Slurry	19. API cement used: No. of sacks ▶	400					
	Class ▶	A					
	Additives ▶	3% Salt + 2% S.M. + ¼#/sk Celloflake					
2nd Slurry	No. of sacks ▶	325					
	Class ▶	A					
	Additives ▶	---					
3rd Slurry	No. of sacks ▶	---					
	Class ▶	---					
	Additives ▶	---					
1st	20. Slurry pumped: Volume (cu. ft.) ▶	1080					
	Height (ft.) ▶	1554.8					
2nd	Volume (cu. ft.) ▶	399.75					
	Height (ft.) ▶	575.4					
3rd	Volume (cu. ft.) ▶	---					
	Height (ft.) ▶	---					
Total	Volume (cu. ft.) ▶	1479.75					
	Height (ft.) ▶	2130.2					
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?		Yes					

22. Remarks

OVER ▶

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

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

Javier Masiel/Service Supervisor — BJ Services — [signature]
Name and title of cementer's representative — Cementing Company — Signature

1680 Independence — Bryan, TX 77803 — 409-779-8125 — 5-11-97
Address — City, State, Zip Code — Tel: Area Code Number — Date: mo. day yr.

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

Wanda Bartell — Regulatory Analyst — [signature]
Typed or printed name of operator's representative — Title — Signature

PO Box 7, MS 3006 Fort Worth, Texas 76101 — 817-877-7941 — 10/14/97
Address — City, State, Zip Code — Tel: Area Code Number — Date: mo. day yr.

Instructions to Form W-15, Cementing Report

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

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

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

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

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

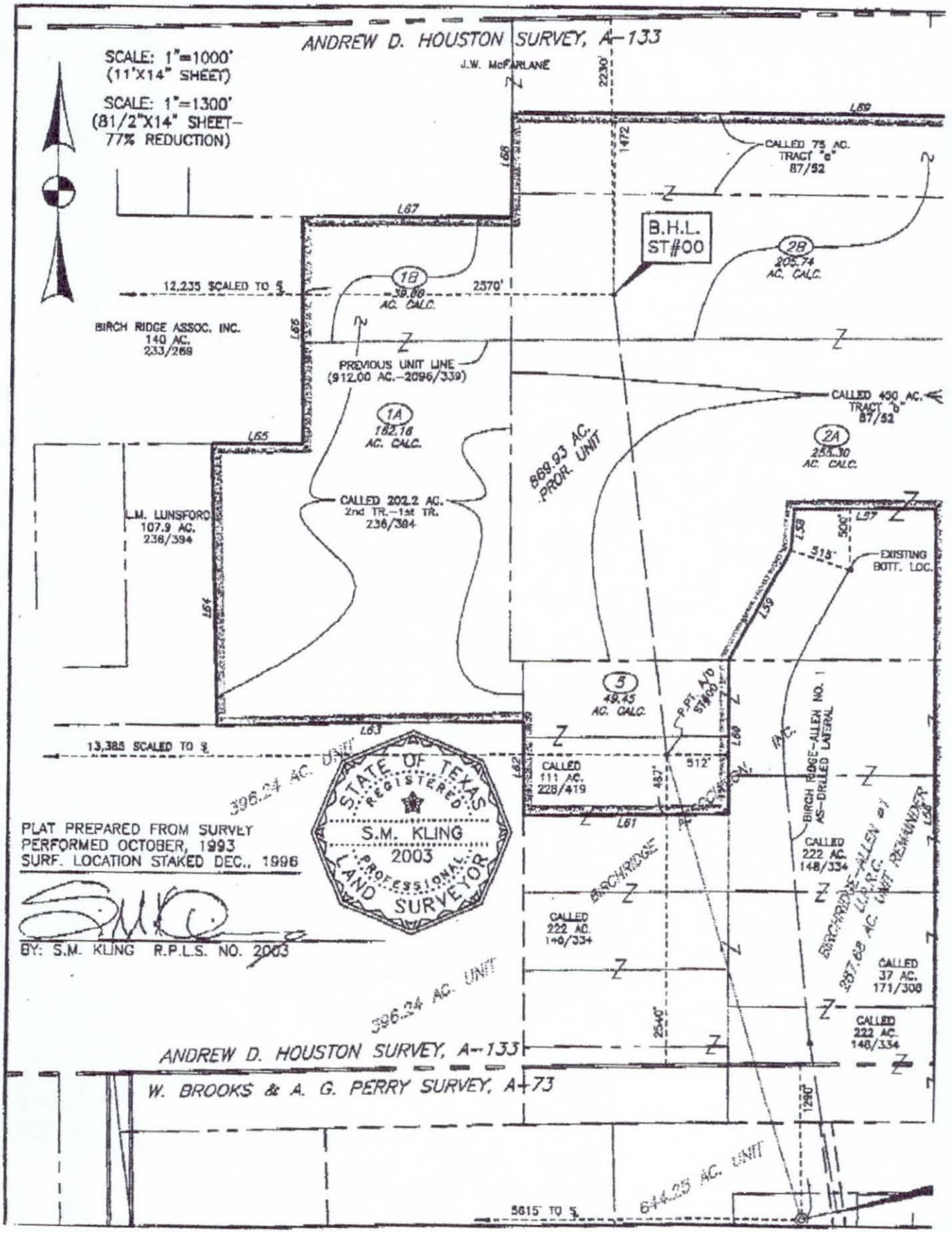
D. **Centralizers.** Surface casing must be centralized at the shoe, above and below a stage collar or diverting tool, if run, and through usable-quality water zones. In nondeviated holes, a centralizer must be placed every fourth joint from the cement shoe to the ground surface or to the bottom of the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

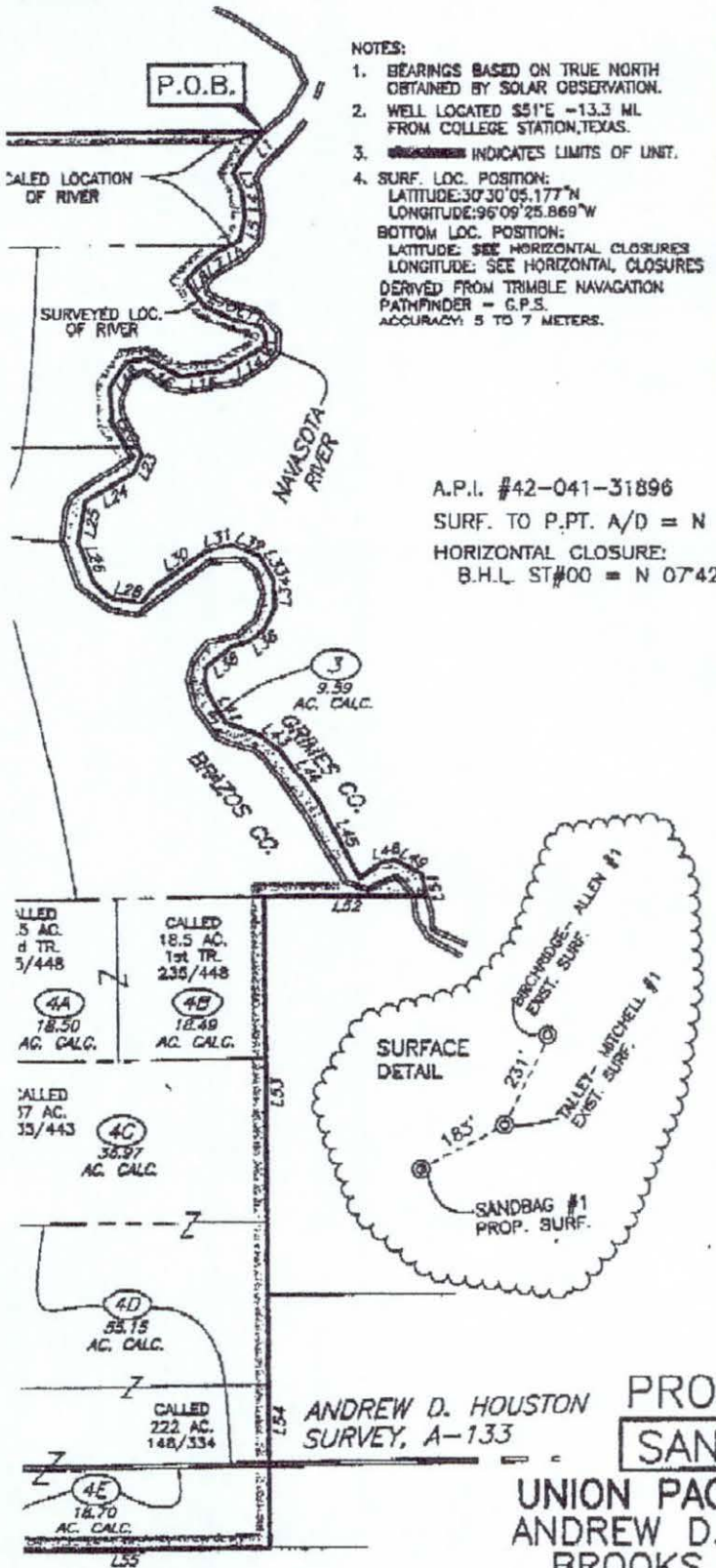
E. **Exceptions and alternative casing programs.** The District Director may grant an exception to the requirements of Statewide Rule 13. In a written application, an operator must state the reason for the requested exception and outline an alternate program for casing and cementing through the protection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

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

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

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


ANDREW D. HOUSTON SURVEY, A-133
SCALE: 1"=1000'
(11"X14" SHEET)
SCALE: 1"=1300'
(8 1/2"X14" SHEET-
77% REDUCTION)
J.W. McFARLANE
2230'
1472
CALLED 75 AC.
TRACT "B"
87/52
B.H.L.
ST#00
2B
205.74
AC. CALC.
1B
39.88
AC. CALC.
2570'
12,235 SCALED TO ℄
BIRCH RIDGE ASSOC. INC.
140 AC.
233/268
PREVIOUS UNIT LINE
(912.00 AC.-2096/339)
CALLED 450 AC.
TRACT "C"
87/52
1A
182.16
AC. CALC.
2A
253.30
AC. CALC.
869.93 AC.
PROR. UNIT
CALLED 202.2 AC.
2nd TR.-1st TR.
236/394
L.M. LUNSFORD
107.9 AC.
236/394
EXISTING
BOTT. LOC.
515'
5
49.45
AC. CALC.
P.P.T. AND
STAKED
13,385 SCALED TO ℄
396.24 AC. UNIT
CALLED
111 AC.
228/419
487'
512'
BIRCH RIDGE-ALLEN NO. 1
AS-DRILLED LATERAL
CALLED
222 AC.
148/334
BIRCHRIDGE
CALLED
222 AC.
140/334
287.68 AC. UNIT
CALLED
37 AC.
171/308
CALLED
222 AC.
148/334
2540'
ANDREW D. HOUSTON SURVEY, A-133
W. BROOKS & A. G. PERRY SURVEY, A-73
1290'
644.25 AC. UNIT
5615' TO ℄
STATE OF TEXAS
REGISTERED
S.M. KLING
2003
PROFESSIONAL
LAND SURVEYOR
PLAT PREPARED FROM SURVEY
PERFORMED OCTOBER, 1993
SURF. LOCATION STAKED DEC., 1996
BY: S.M. KLING R.P.L.S. NO. 2003



NOTES:
1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED S51°E -13.3 MI. FROM COLLEGE STATION, TEXAS.
3. [redacted] INDICATES LIMITS OF UNIT.
4. SURF. LOC. POSITION:
   LATITUDE: 30°30'05.177"N
   LONGITUDE: 96°09'25.869"W
   BOTTOM LOC. POSITION:
   LATITUDE: SEE HORIZONTAL CLOSURES
   LONGITUDE: SEE HORIZONTAL CLOSURES
   DERIVED FROM TRIMBLE NAVAGATION PATHFINDER - G.P.S.
   ACCURACY: 5 TO 7 METERS.

SANDBAG UNIT NO. 1

TRACT	ACREAGE IN UNIT	LEASE	VOL./PG
1A	162.16	LINDA BRAMLETT HUGHES, et vir	1212/049
1B	39.88	LINDA BRAMLETT HUGHES, et vir	2657/295
2A	255.30	MRS. W.R. ALLEN, et al	1205/838
2B	205.74	ALTA ALLEN WILSON	2620/264
3	9.59	STATE OF TEXAS-NAVASOTA RIVER LSE #M-95404	2016/141
4A	18.50	BIRCHRIDGE ASSOC. INC-LSE. TR.6	2620/264
4B	18.49	BIRCHRIDGE ASSOC. INC-LSE. TR.5	2620/264
4C	38.97	BIRCHRIDGE ASSOC. INC-LSE. TR.3	2620/264
4D	55.15	BIRCHRIDGE ASSOC. INC-LSE. TR.1	2620/264
4E	18.70	BIRCHRIDGE ASSOC. INC-LSE. TR.1	2620/264
5	49.45	BIRCHRIDGE ASSOC. INC-LSE. TR.2	2620/264
	869.93	ACRE UNIT	

A.P.I. #42-041-31896

SURF. TO P.PT. A/D = N 16°53'W~4314'

HORIZONTAL CLOSURE:
B.H.L. ST#00 = N 07°42'W~3790'

UNIT PERIMETER METES:

LINE	BEARING	DIST.
1	S 40°51'48"W	181.27
2	S 32°28'02"W	116.74
3	S 24°04'40"E	128.83
4	S 06°01'11"E	140.79
5	S 11°52'08"W	129.94
6	S 57°26'05"W	152.78
7	S 50°22'55"W	132.70
8	S 44°12'36"W	104.36
9	S 37°04'49"E	169.58
10	S 62°48'50"E	170.89
11	S 73°44'41"E	178.07
12	S 32°24'35"E	44.01
13	S 06°35'50"E	89.20
14	S 59°55'32"W	298.68
15	S 82°17'46"W	235.20
16	N 61°21'27"W	211.77
17	S 82°23'57"W	120.81
18	S 36°00'28"W	175.34
19	S 03°10'09"E	218.82
20	S 33°03'33"E	159.58
21	N 88°54'02"E	70.65
22	S 26°32'52"E	48.85
23	S 23°57'52"W	127.91
24	S 58°48'01"W	320.30
25	S 10°08'22"W	239.23
26	S 21°53'34"E	245.15
27	S 46°27'34"E	186.99
28	S 80°20'48"E	188.09
29	N 43°19'00"E	123.51
30	N 55°14'16"E	354.74
31	N 71°44'39"E	140.51
32	S 86°55'17"E	183.80
33	S 32°14'06"E	152.26
34	S 02°30'51"E	156.13
35	S 22°44'55"W	147.80
36	S 49°40'31"W	110.10
37	S 73°36'30"W	111.26
38	S 50°13'41"W	187.90
39	S 01°36'18"W	89.07
40	S 23°13'47"E	122.80
41	S 30°03'04"E	141.19
42	S 70°55'49"E	209.08
43	S 52°24'17"E	132.36
44	S 37°06'40"E	398.28
45	S 27°31'41"E	426.26
46	S 31°22'50"E	60.46
47	N 53°33'43"E	152.64
48	N 74°48'58"E	71.78
49	S 62°53'53"E	183.82
50	S 11°06'49"E	81.85
51	S 16°41'13"E	35.07
52	S 89°38'46"W	925.86
53	S 01°00'53"E	2310.22
54	S 00°55'19"E	1473.34
55	S 88°47'39"W	1696.54
56	N 01°04'03"W	5023.84
57	S 88°54'02"W	1169.29
58	S 03°35'17"W	338.22
59	S 28°19'51"W	1029.96
60	S 01°08'23"E	1283.96
61	S 88°49'18"W	1701.67
62	N 01°16'22"W	771.35
63	S 89°41'13"W	2528.69
64	N 01°54'43"W	2311.31
65	N 89°23'25"E	743.00
66	N 00°51'45"W	1844.29
67	N 89°40'32"E	1712.30
68	N 00°41'02"W	844.16
69	N 89°21'26"E	5282.32

PROR. UNIT PLAT PREPARED: 09/10/97

"AS-DRILLED" PRORATION UNIT PLAT

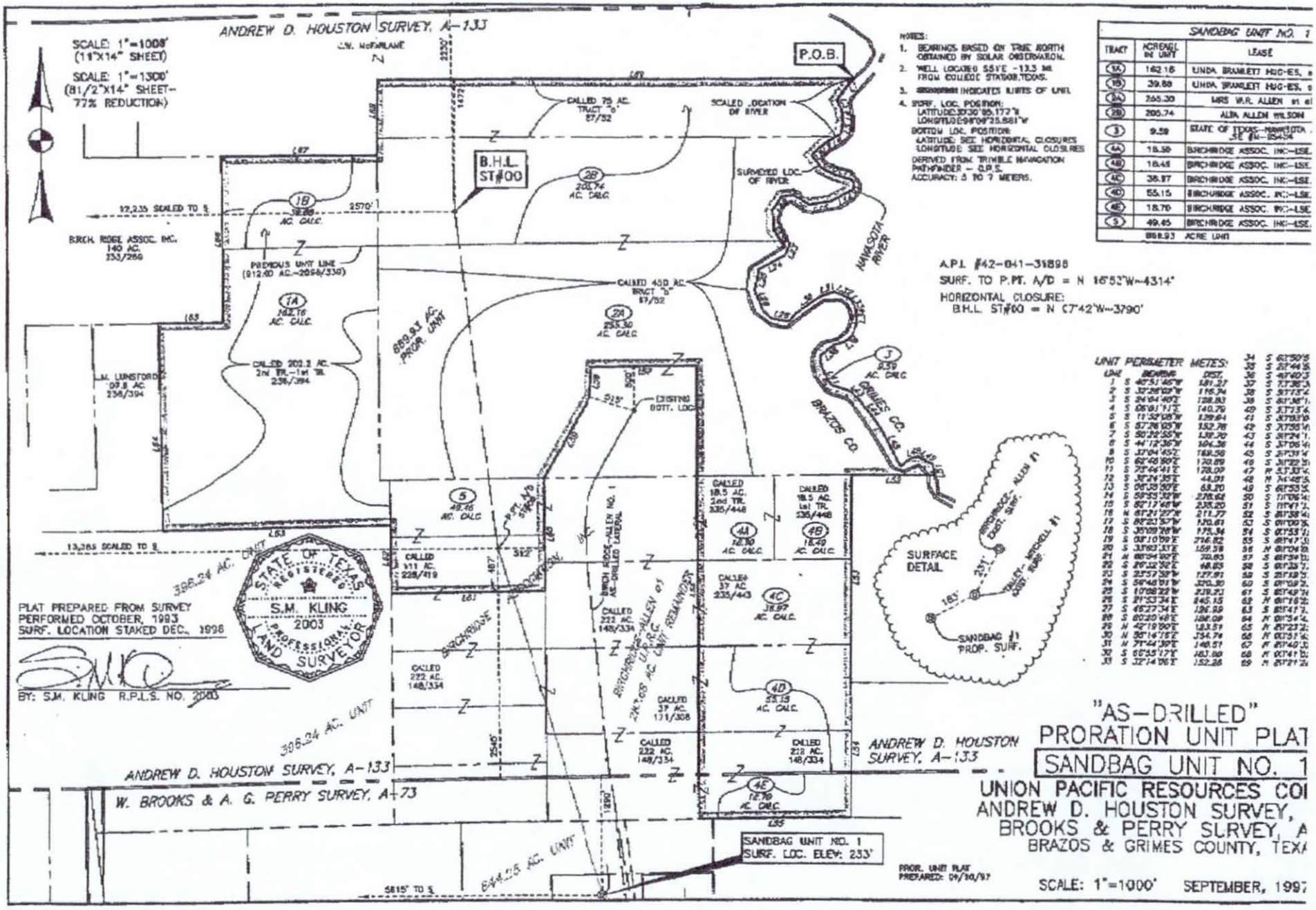
SANDBAG UNIT NO. 1

UNION PACIFIC RESOURCES COMPANY

ANDREW D. HOUSTON SURVEY, A-133
BROOKS & PERRY SURVEY, A-73
BRAZOS & GRIMES COUNTY, TEXAS

SCALE: 1"=1000' SEPTEMBER, 1997

10-14-97 03:54PM FROM U.P.R.C. TO 915124751543 PU15/U15



NOTES:
1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED S51°E - 13.3 MI. FROM COLLEGE STATION, TEXAS.
3. [illegible] INDICATES LIMITS OF UNIT.
4. SURF. LOC. POSITION: LATITUDE 30°30'05.177"N LONGITUDE 96°09'25.881"W
BOTTOM LOC. POSITION: LATITUDE: SEE HORIZONTAL CLOSURES LONGITUDE: SEE HORIZONTAL CLOSURES
DERIVED FROM TRIMBLE NAVIGATION PATHFINDER - G.P.S. ACCURACY: 5 TO 7 METERS.

SANDBAG UNIT NO. 1		
TRACT	ACREAGE IN UNIT	LEASE
1A	162.16	LINDA BRAMLETT HUGHES, [illegible]
1B	39.80	LINDA BRAMLETT HUGHES, [illegible]
2A	265.30	MRS W.R. ALLEN et al
2B	205.74	ALBA ALLEN WILSON
3	9.59	STATE OF TEXAS - MINNESOTA [illegible] SEE #M-154194
4A	18.50	BIRCHRIDGE ASSOC. INC.-LSE.
4B	18.48	BIRCHRIDGE ASSOC. INC.-LSE.
4C	38.97	BIRCHRIDGE ASSOC. INC.-LSE.
4D	55.15	BIRCHRIDGE ASSOC. INC.-LSE.
4E	18.70	BIRCHRIDGE ASSOC. INC.-LSE.
5	49.45	BIRCHRIDGE ASSOC. INC.-LSE.
	869.93	ACRE UNIT

A.P.I. #42-041-31898
SURF. TO P.PT. A/D = N 16°52'W-4314'
HORIZONTAL CLOSURE: B.H.L. ST#00 = N 07°42'W-3790'

UNIT PERIMETER METES:

LINE	BEARING	DIST.
1	S 40°51'46"W	181.27
2	S 32°26'09"W	116.34
3	S 24°04'49"E	128.80
4	S 08°01'11"E	140.70
5	S 11°52'08"W	129.64
6	S 57°26'25"W	352.78
7	S 50°22'55"W	139.20
8	S 44°12'36"W	164.36
9	S 37°04'45"E	169.58
10	S 62°48'39"E	130.89
11	S 75°44'41"E	178.09
12	S 38°24'35"E	44.01
13	S 06°08'50"E	68.20
14	S 59°53'30"W	238.62
15	S 80°17'48"W	235.20
16	N 61°21'27"W	211.77
17	S 89°21'57"W	120.61
18	S 35°09'38"W	175.34
19	S 08°10'09"E	216.82
20	S 33°03'31"E	159.58
21	N 88°54'00"E	70.85
22	S 89°02'50"E	48.85
23	S 23°57'39"W	127.91
24	S 54°48'01"W	320.30
25	S 10°08'22"W	218.21
26	S 21°53'34"E	845.15
27	S 45°27'34"E	126.59
28	S 80°20'48"E	186.09
29	N 42°19'00"E	183.51
30	N 58°16'15"E	734.74
31	N 71°44'39"E	148.51
32	S 65°55'17"E	163.80
33	S 32°14'06"E	152.26
34	S 62°50'[illegible]	
35	S 25°44'[illegible]	
36	S 49°40'[illegible]	
37	S 77°38'[illegible]	
38	S 51°13'[illegible]	
39	S 61°36'[illegible]	
40	S 37°13'[illegible]	
41	S 87°03'[illegible]	
42	S 71°55'[illegible]	
43	S 58°24'[illegible]	
44	S 37°05'[illegible]	
45	S 25°31'[illegible]	
46	S 30°22'[illegible]	
47	N 57°30'[illegible]	
48	N 74°48'[illegible]	
49	S 68°55'[illegible]	
50	S 11°06'[illegible]	
51	S 11°47'[illegible]	
52	S 81°58'[illegible]	
53	S 01°09'[illegible]	
54	S 01°55'[illegible]	
55	S 81°47'[illegible]	
56	N 01°04'[illegible]	
57	S 81°24'[illegible]	
58	S 01°23'[illegible]	
59	S 25°18'[illegible]	
60	S 01°59'[illegible]	
61	S 82°49'[illegible]	
62	N 01°16'[illegible]	
63	S 85°41'[illegible]	
64	N 01°54'[illegible]	
65	N 89°23'[illegible]	
66	N 01°51'[illegible]	
67	N 89°49'[illegible]	
68	N 01°41'[illegible]	
69	N 89°21'[illegible]	

"AS-DRILLED" PRORATION UNIT PLAT
SANDBAG UNIT NO. 1
UNION PACIFIC RESOURCES CO[illegible]
ANDREW D. HOUSTON SURVEY, A-133
BROOKS & PERRY SURVEY, A-73
BRAZOS & GRIMES COUNTY, TEXAS
SCALE: 1"=1000' SEPTEMBER, 1997

	VOL/PG
ES, et ux	1372/048
ES, et ux	2657/285
et al	1205/838
ION	2820/264
OTA RIVER	2018/141
-LSE. TR.8	2820/264
-LSE. TR.5	2820/264
-LSE. TR.3	2820/264
-LSE. TR.1	2820/264
-LSE. TR.1	2820/264
-LSE. TR.2	2820/264

AT
1
OMPANY
, A-133
A-73
EXAS

997

Union Pacific Resources
A Subsidiary of Union Pacific Corporation

FACSIMILE TRANSMISSION

UNION PACIFIC RESOURCES COMPANY

DATE: 10/13 TIME: _____

TO: Tony Thackeray

LOCATION: _____ FAX NO: (512) 475-1543

FROM: Brad Austin **TELEPHONE NO.: (817) 877-6198

MAIL STATION NO: 3307 LOCATION: _____

NUMBER OF PAGES: 15

REMARKS: _____

**In case of difficulty with transmission, or to confirm receipt of telecopy, contact sender at telephone number listed.

PLEASE NOTE: The information contained in this facsimile is privileged and confidential, and is intended only for the use of the individual named above and others who have been specifically authorized to receive such. If the recipient is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone.

FORM AC-655 (04-91)

(30) M-95404

Completion Rpts Well #1
FILED: 2-4-98

UNIT LOG

#31

Lease #	Unit #	Unit Ac.	Non-Unit	Unit Status	Unit Type
M-96083	# 2313	6.61	0	Active	Permanent
M-95404	# 2250	9.59	-	Inactive	Permanent
	# 2313	18.56	-	Active	Permanent
	# 2649	9.59	-	Active	Permanent
	# 2335	22.15	-	Inactive	Permanent
	# 2648	12.29	-	Active	Permanent
	# 2344	24.36	-	Inactive	Permanent
	# 2647	24.12	-	Active	Permanent
			15.40		
			TOTAL		

MF-95404
Unit Log# 2649
#31

#2313

DO NOT DESTROY

GLO-36-10-84 -MEMO-

Operator UPRC

Unit Name ABShire UNIT #1

County Brazos & Grimes

Effective Date 10-24-94

Unitized for: Oil ___ Gas ___ Oil & Gas ✓

1. M.F. No. 095404

Area RIVERBED Tr. 7

Sec. ___ Blk. ___ Survey ___

18.56 / 828.94 x 1/4 = .5597 %
.02239 .25 .005597

2. M.F. No. 096083

Area Free Royalty Tr. 4C

Sec. ___ Blk. ___ Survey ___

6.61 / 828.94 x 1/8 = .0996 %
.007974 .125 .000996

3. M.F. No. ___

Area ___ Tr. ___

Sec. ___ Blk. ___ Survey ___

___ x ___ . ___ %

4. M.F. No. ___

Area ___ Tr. ___

Sec. ___ Blk. ___ Survey ___

___ x ___ . ___ %

REMARKS:

4-29-98

.005593

Expired 4/30/98 MT.

POOLING COMMITTEE REPORT

TO: SCHOOL LAND BOARD

DATE: December 6, 1994

OPERATOR: Union Pacific Resources Co. **COUNTY:** Brazos & Grimes

UNIT NAME: Abshire Unit No. 1 **FIELD:** Giddings (Austin Chalk-3)

STATE LEASE(S) IN UNIT

Lease *Type	State Number	State Royalty	Expiration Date	Term Year	Acres	Acres In Unit	Lessee of Record
SF	M-95404	1/4 **	10-19-96	3	95.00	18.56	UPRC
FR	M-96083	1/8			6.61	6.61	UPRC

** Subject to Royalty Reduction clause in the state lease

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

PRIVATE ACRES: 803.77
STATE ACRES: 25.17
TOTAL UNIT ACRES: 828.94

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 3.04%
State Unit Royalty 0.55%

Railroad Commission Rules:
Spacing
Acreage Factor 100%

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

REMARKS:

- Union Pacific Resources Company is requesting permanent oil and gas pooling of the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 11,884 feet MD to 16,205 feet MD, as shown UPRC's Abshire Unit Well #1 Gamma Ray log.

- The applicant completed a horizontal gas well in the Austin Chalk Formation on September 21, 1994. The initial potential tests showed the well capable of producing 9,005 mcf of gas and 346 bbls of oil per day.

- If the unit is approved, the applicant will have earned a royalty reduction to 20% on the river tract lease, making the state's unit royalty 0.55%.

- The state will participate from date of first production.

- Horizontal severence 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.

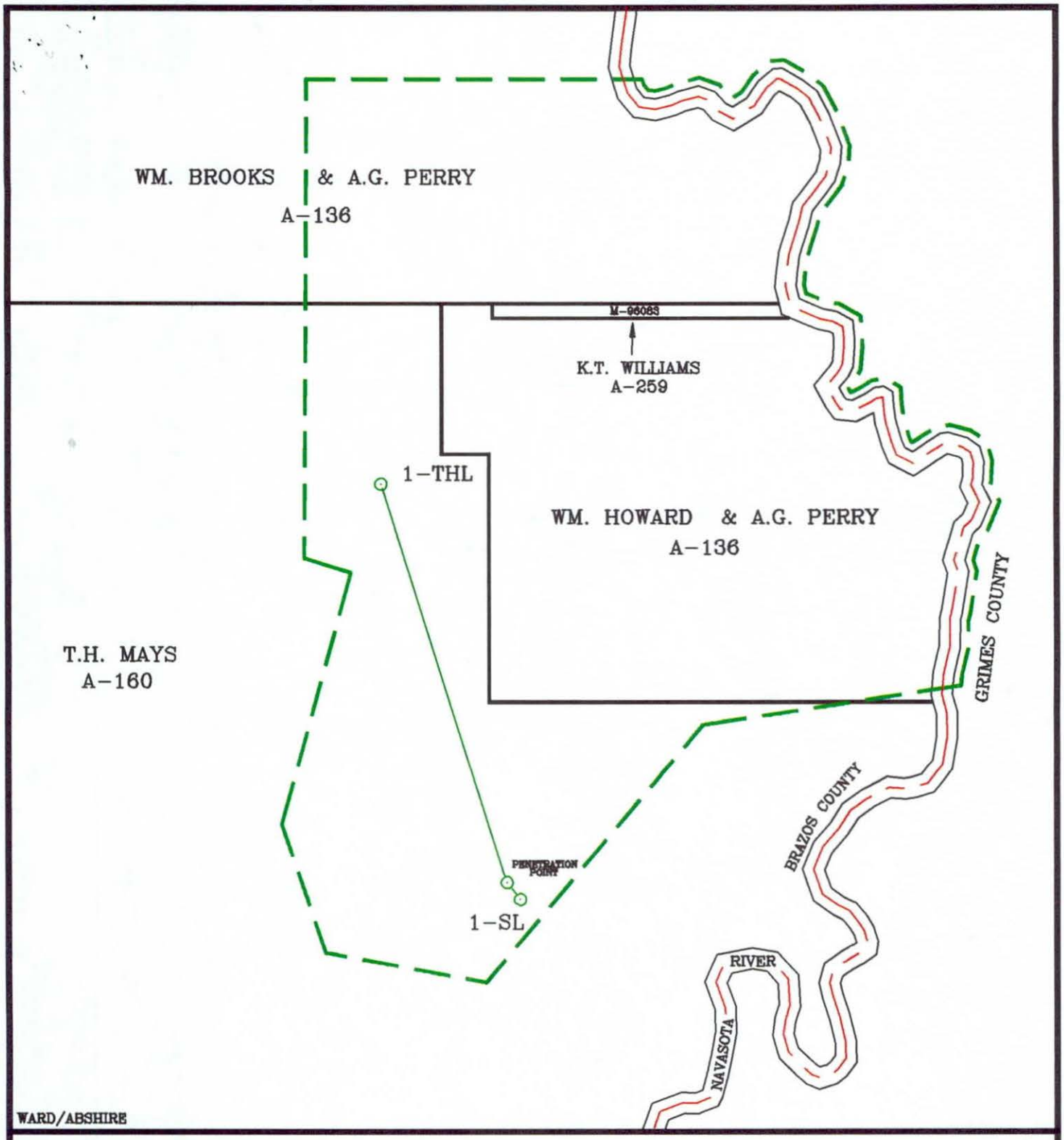
POOLING COMMITTEE RECOMMENDATION:

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

Jennifer Gilchrist

Jeffee Martinez-Vargas

Peter A. Boone



UNION PACIFIC RESOURCES COMPANY

ABSHIRE UNIT NO. 1

GIDDINGS (AUSTIN CHALK-3) FIELD

BRAZOS & GRIMES COUNTIES

M-95404, M-96083

(12) M-95404

Pooling Committee Rpt

Filed: 2-21-95

2 2 9 5

POOLING AGREEMENT
UNION PACIFIC RESOURCES COMPANY
ABSHIRE UNIT NO. 1
BRAZOS AND GRIMES COUNTIES, TEXAS

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

PURPOSES: 1.

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

UNIT DESCRIPTION: 2.

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

MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 11,884 feet measured depth to 16,205 feet measured depth as shown on the Gamma Ray Log of the Union Pacific Resources Company, Abshire Unit Well No. 1 ("unitized interval").

POOLING AND EFFECT: 4.

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

(a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

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

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. However, if any State Lease(s) described in Exhibit "A" attached hereto contain(s) provision 4(E) VARIABLE ROYALTY, and a unit well is not located on each such State Lease and a reduced royalty has not otherwise been earned, then a reduced royalty may be earned by unit production, but it shall only apply to the acreage and depths included within the unit and only for so long and insofar as said acreage and depths remain continuously within either a temporary unit or a permanent unit as approved by the School Land Board. Acreage and depths outside of the unitized area must earn a reduced royalty independently.

(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 828.94 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.)

2 · 2·95

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 December 6, 1994; 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 Brazos and Grimes 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 2/13/95

STATE OF TEXAS

By Garry Mauro

Garry Mauro, Commissioner
of the General Land Office

Legal
Content
Geology
Execution

Date Executed 01/09/95

UNION PACIFIC RESOURCES COMPANY

By Carolyn J. David

Its Attorney-In-Fact

RLM
JB

ATTEST:

Date Executed 1-18-95

TORCH ENERGY ASSOCIATES LTD.

By _____

Its _____

Approval

ATTEST:

_____

Date Executed 1-18-95

NUEVO ENERGY COMPANY

By _____

Its _____

Approval

ATTEST:

_____

CERTIFICATE

I, Linda K. Fisher, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 6th day of December 1994, 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 6th day of February, 1995.

Linda K. Fisher
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on January 9th, 1995, by Carolyn J. David as Attorney-in-Fact of Union Pacific Resources Company, a Delaware corporation, on behalf of said corporation.

CAROL A. COOK
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/19/97

Carol A. Cook
Notary Public in and for the
State of Texas

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on January 18, 1995, by Matthew S. Ramsey as Vice President of Torch Energy Associates Ltd., a Texas limited partnership, on behalf of said partnership.

STACY M. HUNTER
MY COMMISSION EXPIRES
November 8, 1997

Stacy M. Hunter
Notary Public in and for the
State of Texas

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on January 18, 1995, by Matthew S. Ramsey as Vice President of Nuevo Energy Company, a Delaware corporation, on behalf of said corporation.

STACY M. HUNTER
MY COMMISSION EXPIRES
November 8, 1997

Stacy M. Hunter
Notary Public in and for the
State of Texas

2.295

Exhibit "A"

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

Lease #: TX1-46272
Lessor: Doug Abshire, et ux
Lessee: Union Pacific Resources Company
Dated: December 2, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1715, Page 124

Lease #: TX1-46487
Lessor: Richard Startzman, et ux
Lessee: Union Pacific Resources Company
Dated: November 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1679, Page 097

Lease #: TX1-46491
Lessor: Louis J. Orlando, et al
Lessee: Union Pacific Resources Company
Dated: November 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1682, Page 108

Lease #: TX1-47029(1)
Lessor: William Brooke Anderson
Lessee: Union Pacific Resources Company
Dated: January 6, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1737, Page 203

Lease #: TX1-47029(2)
Lessor: Linda J. Dugger Talley
Lessee: Union Pacific Resources Company
Dated: September 2, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1925, Page 095

Lease #: TX1-47029(4)
Lessor: Alane Dugger Dryden
Lessee: Union Pacific Resources Company
Dated: September 10, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1925, Page 074

Lease #: TX1-47029(8)
Lessor: Otto L. Zanek, et ux
Lessee: Union Pacific Resources Company
Dated: January 27, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1738, Page 035

Lease #: TX1-47029(12)
Lessor: Joe A. Ferreri, et ux
Lessee: Union Pacific Resources Company
Dated: April 19, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1803, Page 102

Lease #: TX1-62887(1)
Lessor: Josephine R. Zanek
Lessee: Union Pacific Resources Company
Dated: March 1, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2060, Page 099

Lease #: TX1-62887(2)
Lessor: Joe A. Ferreri, et ux
Lessee: Union Pacific Resources Company
Dated: March 1, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2052, Page 074

Lease #: TX2-60571
Lessor: State of Texas
Lessee: Union Pacific Resources Company
Dated: October 19, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2016, Page 141
Filed: Real Property Records of Grimes County, Texas
Recorded: Volume 750, Page 779

EXHIBIT "B"

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

Abshire Unit Well No. 1
828.94 Acre Unit
Union Pacific Resources Company
T. H. Mays Survey, A-160
Wm. Brooks & A.G. Perry Survey, A-73
Wm. Howard & A.G. Perry Survey, A-136
K. T. Williams Survey, A-259
Brazos County, Texas

Field notes of a 828.94 acre tract or parcel of land, lying and being situated in the T. H. Mays Survey, Abstract No. 160, in the Wm. Brooks & A.G. Perry Survey, Abstract No. 73, in the Wm. Howard & A.G. Perry Survey, Abstract No. 136 and in the K. T. Williams Survey, Abstract No. 259, Brazos County, Texas, and consisting of the following tracts:

Part of the called 134.0 acre tract described in the deed from Dorothy Allen Dugger to Linda Dugger Talley, as recorded in Volume 1409, Page 159, of the Official Records of Brazos County, Texas;

Part of the called 134.0 acre tract described in the deed from Dorothy Allen Dugger to Alane Dugger Dryden, as recorded in Volume 1409, Page 169, of the Official Records of Brazos County, Texas;

Part of the called 445.84 acre tract described in the deed from Joe A. Ferreri to Otto L. Zanek, as recorded in Volume 267, Page 561, of the Deed Records of Brazos County, Texas;

Part of the called 101.2 acre - 1st Tract and part of the called 101.2 acre - 2nd Tract described in the deed recorded in Volume 676, Page 672, of the Official Records of Brazos County, Texas;

Part of the called 202.40 acre tract described in the deed recorded in Volume 1604, Page 338, of the Official Records of Brazos County, Texas;

Part of the called 100.00 acre tract described in the deed recorded in Volume 1054, Page 813, of the Official Records of Brazos County, Texas;

And all of the called 5.99 acre tract described in Volume 170, Page 466, of the Deed Records of Brazos County, Texas;

Part of the called 202.4 acre tract described in the deed recorded in Volume 1604, Page 338, of the Official Records of Brazos County, Texas, and all of the Navasota River (LSE # M - 95404) which adjoins the abovementioned tracts, and said 828.94 acre tract being more particularly described as follows:

BEGINNING at the ½" iron rod found at an 8" creosote post fence corner marking the most southerly southwest corner of the beforementioned 445.84 acre tract;

THENCE N 00° 44' 44" W along the west line of the beforementioned 445.84 acre tract, adjacent to a fence, at a distance of 2295.0 feet, pass an 8" creosote post fence corner marking an interior ell corner of the 445.84 acre tract, continue on across the 445.84 acre tract and the beforementioned 134.00 acre tracts for a total distance of 4329.66 feet to the north line of the 134.00 acre tract (1409/169), same being a northeast corner of the 644.25 acre unit surrounding the Talley-Mitchell Unit Well No. 1;

THENCE N 88° 41' 24" E along the north line of the beforementioned 134.00 acre tract and across the Navasota River, adjacent to a fence, for a distance of 3000.72 feet to the east bank (Grimes County side) of the Navasota River;

Abshire Unit Well No. 1
828.94 Acre Unit
Union Pacific Resources Company
T. H. Mays Survey, A-160, etc.
Brazos County, Texas
Continued - Page 2

THENCE along the easterly bank (Grimes County side) of the Navasota River as located on-the-ground July and August, 1994, as follows:

S 14° 17' 39" E	133.31 feet,
S 34° 02' 33" E	75.96 feet,
S 83° 44' 55" E	139.72 feet,
N 65° 36' 22" E	195.12 feet,
N 57° 34' 46" E	45.28 feet,
N 79° 29' 18" E	177.93 feet,
S 65° 53' 53" E	129.25 feet,
S 28° 26' 31" E	77.73 feet,
S 41° 01' 39" E	119.76 feet,
N 69° 57' 34" E	112.35 feet,
N 31° 14' 06" E	374.41 feet,
N 60° 06' 30" E	144.87 feet,
S 73° 19' 31" E	162.33 feet,
S 41° 53' 36" E	223.71 feet,
S 38° 06' 28" E	275.23 feet,
S 28° 04' 06" E	245.66 feet,
S 05° 07' 59" E	102.90 feet,
S 04° 51' 55" W	147.66 feet,
S 20° 26' 03" W	158.15 feet,
S 36° 50' 37" W	317.61 feet,
S 17° 43' 55" W	103.45 feet,
S 14° 00' 02" W	453.94 feet,
S 02° 32' 39" W	252.67 feet,
S 31° 52' 02" E	100.88 feet,
S 64° 35' 37" E	84.95 feet,
N 84° 17' 02" E	223.98 feet,
S 71° 56' 16" E	103.30 feet,
S 57° 52' 11" E	81.82 feet,
S 29° 43' 02" E	138.67 feet,
S 02° 46' 20" W	186.90 feet,
S 08° 47' 14" W	182.64 feet,
S 40° 44' 14" W	211.53 feet,
S 05° 02' 30" W	53.76 feet,
S 23° 24' 21" E	84.96 feet,
S 62° 54' 48" E	55.08 feet,
N 74° 57' 49" E	88.56 feet,
N 43° 06' 28" E	128.65 feet,
N 55° 14' 24" E	108.33 feet,
N 84° 17' 49" E	52.60 feet,
S 58° 56' 42" E	109.48 feet,
S 12° 45' 33" E	218.79 feet,
S 06° 12' 15" E	291.07 feet,
S 52 °50' 27" E	98.91 feet,
N 61° 20' 53" E	122.37 feet,
N 50° 37' 04" E	131.15 feet,
N 59° 46' 42" E	101.68 feet,
N 76° 22' 59" E	94.49 feet,
S 66° 02' 54" E	174.08 feet,
S 33° 44' 53" E	183.65 feet,
S 16° 15' 30" W	162.27 feet,

2-295

Abshire Unit Well No. 1
828.94 Acre Unit
Union Pacific Resources Company
T. H. Mays Survey, A-160, etc.
Brazos County, Texas
Continued - Page 3

S 08° 57' 51" E	155.00 feet,
S 57° 08' 16" E	107.25 feet,
S 31° 18' 08" E	50.79 feet,
S 07° 38' 43" W	176.07 feet,
S 35° 10' 01" W	263.56 feet,
S 16° 34' 28" W	51.51 feet,
S 17° 23' 23" E	168.46 feet,
S 03° 41' 07" E	166.29 feet,
S 12° 22' 59" W	178.53 feet,
S 03° 08' 55" E	198.78 feet,
S 10° 23' 59" W	127.94 feet,
S 22° 17' 32" W	118.94 feet,
S 34° 16' 50" W	84.00 feet,
S 19° 57' 32" W	98.96 feet,
S 12° 07' 07" W	118.10 feet,
S 20° 12' 18" E	24.26 feet and corner;

THENCE S 80° 50' 48" W across the beforementioned Navasota River and along the most easterly and northerly south line of the beforementioned 202.4 acre tract for a distance of 2274.83 feet to angle point corner of the 202.4 acre tract;

THENCE S 39° 07' 46" W along the southeast line of the beforementioned 202.4 acre tract, adjacent to a fence, for a distance of 3057.95 feet and corner;

THENCE N 80° 23' 25" W across the beforementioned 202.4 acre tract, at a distance of 878.04 feet, pass the southeast corner of the beforementioned 100.00 acre tract, continue on along the south line of the 100.00 acre tract for a total distance of 1479.27 feet and corner, from which a ⅝" iron rod found in fence bears N 80° 24' 53" W - 628.57 feet;

THENCE N 18° 28' 43" W across the beforementioned 100.00 acre tract for a distance of 1191.86 feet to the west line of the 100.00 acre tract;

THENCE N 13° 17' 54" E along the west line of the beforementioned 100.00 acre tract , adjacent to a fence, for a distance of 2400.00 feet to a ⅜" iron rod found at an 8" creosote post fence corner marking the west or northwest corner of the beforementioned 101.20 acre - 1st Tract;

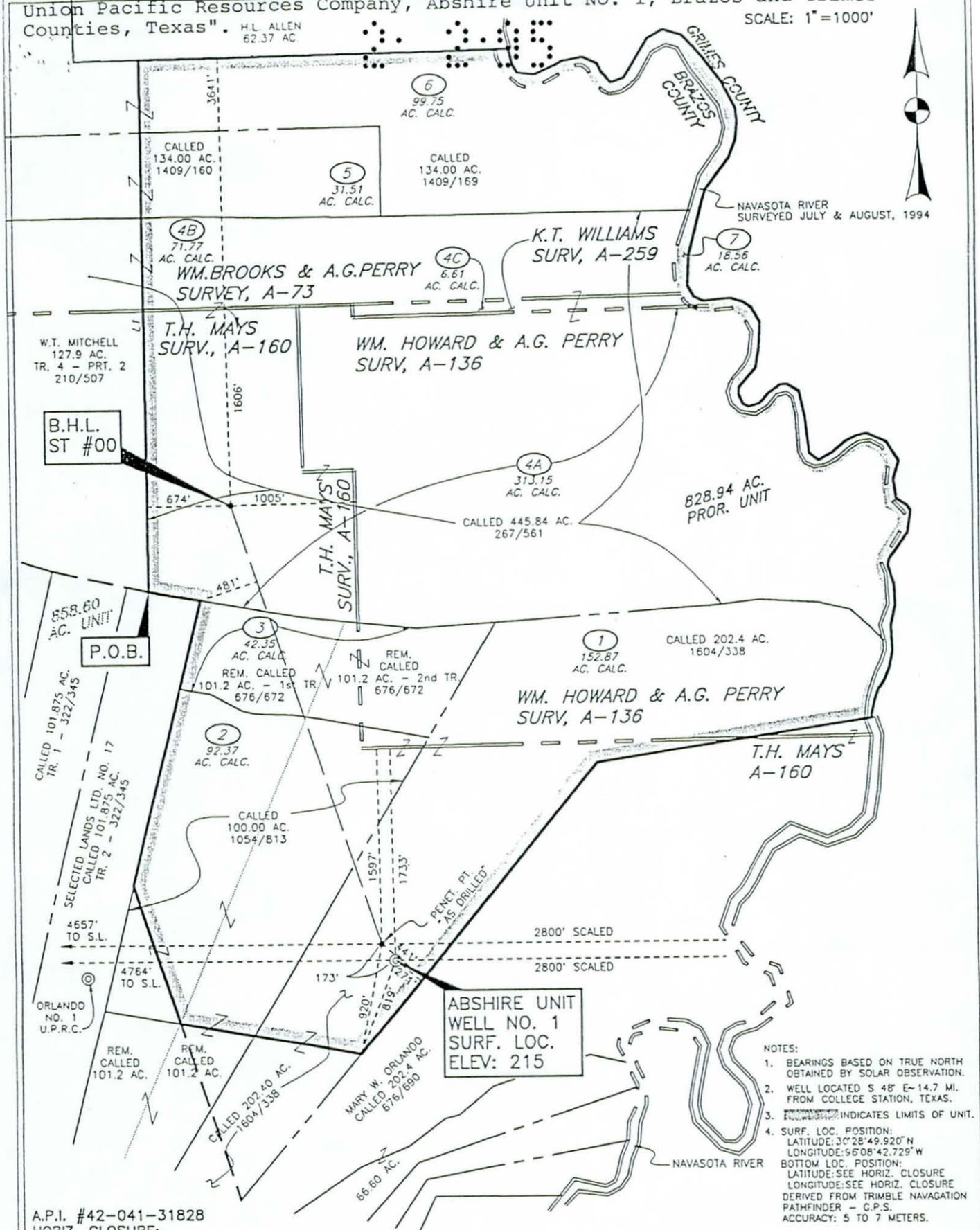
THENCE N 80° 10' 27" W along the south line of the beforementioned 445.84 acre tract, adjacent to a fence, for a distance of 425.01 feet to the **PLACE OF BEGINNING**, containing 828.94 acres of land, more or less.

Bearings based on True North, as obtained by Solar Observation.

Prepared 9/19/94

kes94-02b:\abshire.828

Exhibit "C" attached to and made a part of that certain "Pooling Agreement, Union Pacific Resources Company, Abshire Unit No. 1, Brazos and Grimes Counties, Texas".



NOTES:
1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED S 48° E~14.7 MI. FROM COLLEGE STATION, TEXAS.
3. ▨ INDICATES LIMITS OF UNIT.
4. SURF. LOC. POSITION:
   LATITUDE: 30°28'49.920" N
   LONGITUDE: 96°08'42.729" W
   BOTTOM LOC. POSITION:
   LATITUDE: SEE HORIZ. CLOSURE
   LONGITUDE: SEE HORIZ. CLOSURE
   DERIVED FROM TRIMBLE NAVAGATION PATHFINDER - G.P.S.
   ACCURACY: 5 TO 7 METERS.
5. SEE EXHIBIT "A" FOR ACREAGE TABLE AND UNIT PERIMETER METES.

A.P.I. #42-041-31828
HORIZ. CLOSURE:
N 18°35' W~3782'

"AS DRILLED" PRORATION UNIT PLAT

ABSHIRE UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

T.H. MAYS SURVEY, A-160
WM. BROOKS & A.G. PERRY SURVEY, A-73
WM. HOWARD & A.G. PERRY SURVEY, A-136
K.T. WILLIAMS SURVEY, A-259
BRAZOS COUNTY, TEXAS

STATE OF TEXAS REGISTERED S.M. KLING 2003 PROFESSIONAL LAND SURVEYOR

PRORATION UNIT PLAT PREPARED: 09/13/94

THIS PLAT PREPARED FROM DEED RECORDS & PARTIAL SURVEY: JULY, 1994

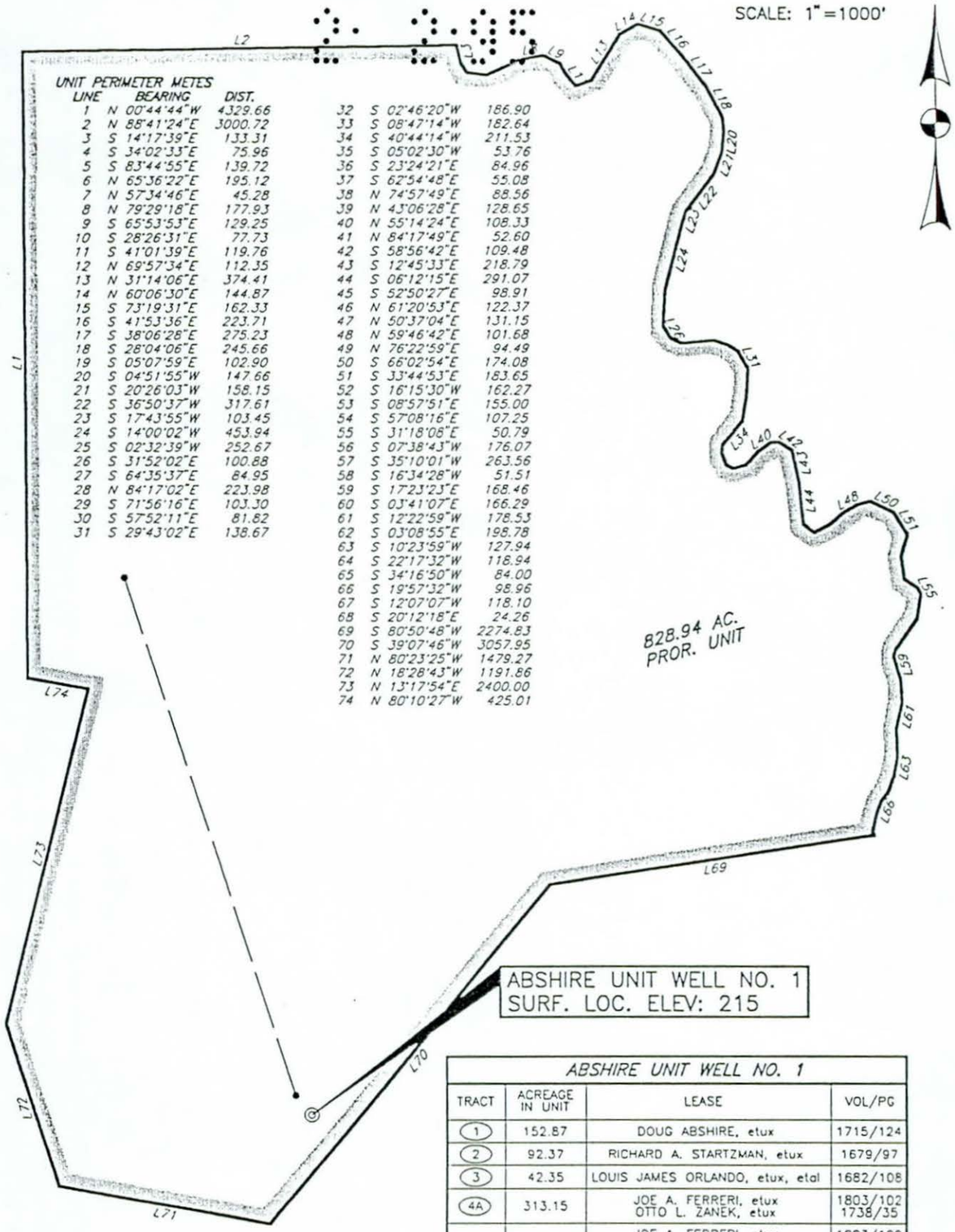
BY: S.M. KLING R.P.L.S. NO. 2003

SCALE: 1"=1000' JULY, 1994

H:\DWG1\041\MILL1.DWG

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

SCALE: 1"=1000'



UNIT PERIMETER METES

LINE	BEARING	DIST.
1	N 00°44'44"W	4329.66
2	N 88°41'24"E	3000.72
3	S 14°17'39"E	133.31
4	S 34°02'33"E	75.96
5	S 83°44'55"E	139.72
6	N 65°36'22"E	195.12
7	N 57°34'46"E	45.28
8	N 79°29'18"E	177.93
9	S 65°53'53"E	129.25
10	S 28°26'31"E	77.73
11	S 41°01'39"E	119.76
12	N 69°57'34"E	112.35
13	N 31°14'06"E	374.41
14	N 60°06'30"E	144.87
15	S 73°19'31"E	162.33
16	S 41°53'36"E	223.71
17	S 38°06'28"E	275.23
18	S 28°04'06"E	245.66
19	S 05°07'59"E	102.90
20	S 04°51'55"W	147.66
21	S 20°26'03"W	158.15
22	S 36°50'37"W	317.61
23	S 17°43'55"W	103.45
24	S 14°00'02"W	453.94
25	S 02°32'39"W	252.67
26	S 31°52'02"E	100.88
27	S 64°35'37"E	84.95
28	N 84°17'02"E	223.98
29	S 71°56'16"E	103.30
30	S 57°52'11"E	81.82
31	S 29°43'02"E	138.67
32	S 02°46'20"W	186.90
33	S 08°47'14"W	182.64
34	S 40°44'14"W	211.53
35	S 05°02'30"W	53.76
36	S 23°24'21"E	84.96
37	S 62°54'48"E	55.08
38	N 74°57'49"E	88.56
39	N 43°06'28"E	128.65
40	N 55°14'24"E	108.33
41	N 84°17'49"E	52.60
42	S 58°56'42"E	109.48
43	S 12°45'33"E	218.79
44	S 06°12'15"E	291.07
45	S 52°50'27"E	98.91
46	N 61°20'53"E	122.37
47	N 50°37'04"E	131.15
48	N 59°46'42"E	101.68
49	N 76°22'59"E	94.49
50	S 66°02'54"E	174.08
51	S 33°44'53"E	183.65
52	S 16°15'30"W	162.27
53	S 08°57'51"E	155.00
54	S 57°08'16"E	107.25
55	S 31°18'08"E	50.79
56	S 07°38'43"W	176.07
57	S 35°10'01"W	263.56
58	S 16°34'28"W	51.51
59	S 17°23'23"E	168.46
60	S 03°41'07"E	166.29
61	S 12°22'59"W	178.53
62	S 03°08'55"E	198.78
63	S 10°23'59"W	127.94
64	S 22°17'32"W	118.94
65	S 34°16'50"W	84.00
66	S 19°57'32"W	98.96
67	S 12°07'07"W	118.10
68	S 20°12'18"E	24.26
69	S 80°50'48"W	2274.83
70	S 39°07'46"W	3057.95
71	N 80°23'25"W	1479.27
72	N 18°28'43"W	1191.86
73	N 13°17'54"E	2400.00
74	N 80°10'27"W	425.01

ABSHIRE UNIT WELL NO. 1

TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
1	152.87	DOUG ABSHIRE, etux	1715/124
2	92.37	RICHARD A. STARTZMAN, etux	1679/97
3	42.35	LOUIS JAMES ORLANDO, etux, etal	1682/108
4A	313.15	JOE A. FERRERI, etux OTTO L. ZANEK, etux	1803/102 1738/35
4B	71.77	JOE A. FERRERI, etux OTTO L. ZANEK, etux WILLIAM BROOKE ANDERSON	1803/102 1738/35 1737/203
4C	6.61	JOE A. FERRERI, etux OTTO L. ZANEK, etux ~~WILLIAM BROOKE ANDERSON~~	~~1803/102~~ ~~1738/35~~ ~~1737/203~~
5	31.51	LINDA DUGGER TALLEY WILLIAM BROOKE ANDERSON	– 1737/203
6	99.75	ALANE DUGGER DRYDEN WILLIAM BROOKE ANDERSON	– 1737/203
7	18.56	STATE OF TEXAS LSE# M-95404 -NAV. RIVER	2016/141
	828.94	TOTAL ACRES IN UNIT	

EXHIBIT "A"

ABSHIRE UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

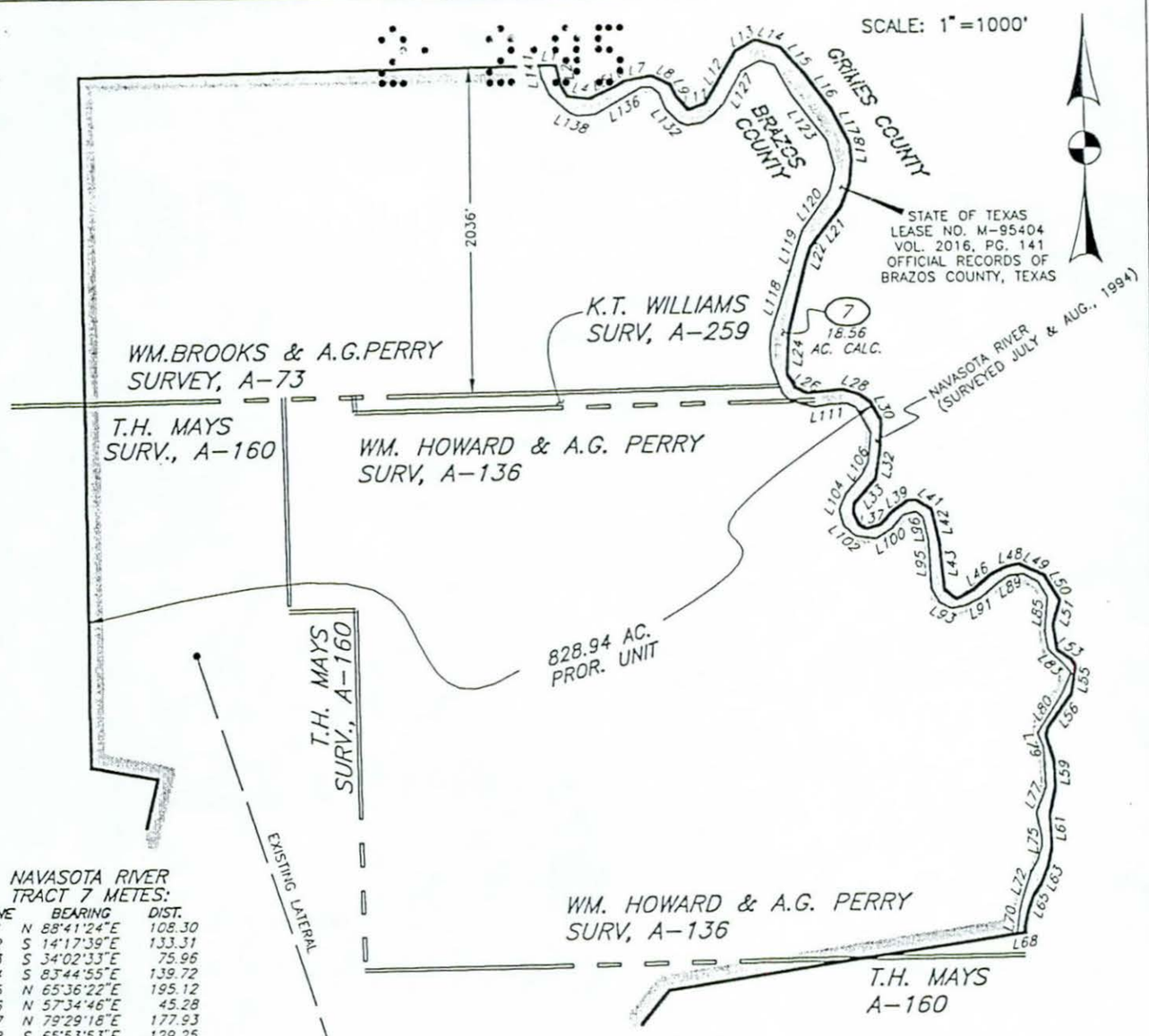
T.H. MAYS SURVEY, A-160
WM. BROOKS & A.G. PERRY SURVEY, A-73
WM. HOWARD & A.G. PERRY SURVEY, A-136
K.T. WILLIAMS SURVEY, A-259
BRAZOS COUNTY, TEXAS

PRORATION UNIT PLAT PREPARED: 09/13/94

SCALE: 1"=1000' JULY, 1994

~\DWG1\041\MILL1.DWG

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS



NAVASOTA RIVER
TRACT 7 METES:

LINE	BEARING	DIST.
1	N 88°41'24"E	108.30
2	S 14°17'39"E	133.31
3	S 34°02'33"E	75.96
4	S 83°44'55"E	139.72
5	N 65°36'22"E	195.12
6	N 57°34'46"E	45.28
7	N 79°29'18"E	177.93
8	S 65°53'53"E	129.25
9	S 28°26'31"E	77.73
10	S 41°01'39"E	119.76
11	N 69°57'34"E	112.35
12	N 31°14'06"E	374.41
13	N 60°06'30"E	144.67
14	S 73°19'31"E	162.33
15	S 41°53'36"E	223.71
16	S 38°06'28"E	275.23
17	S 28°04'06"E	245.66
18	S 05°07'59"E	102.90
19	S 04°51'55"W	147.66
20	S 20°26'03"W	158.15
21	S 36°50'37"W	317.61
22	S 17°43'55"W	103.45
23	S 14°00'02"W	453.94
24	S 02°32'39"W	252.67
25	S 31°52'02"E	100.88
26	S 64°35'37"E	84.95
27	N 84°17'02"E	223.98
28	S 71°56'16"E	103.30
29	S 57°52'11"E	81.82
30	S 29°?U2WE	136.67
31	S 02°46'20"W	186.90
32	S 08°47'14"W	182.64
33	S 40°44'14"W	211.53
34	S 05°02'30"W	53.76
35	S 23°24'21"E	84.96
36	S 62°54'48"E	55.08
37	N 74°57'49"E	88.56
38	N 43°06'28"E	128.65
39	N 55°14'24"E	108.33
40	N 84°17'49"E	52.60
41	S 58°56'42"E	109.48
42	S 12°45'33"E	218.79
43	S 06°12'15"E	291.07
44	S 52°50'27"E	98.91
45	N 61°20'53"E	122.37
46	N 50°37'04"E	131.15
47	N 59°46'42"E	101.68
48	N 76°22'59"E	94.49
49	S 66°02'54"E	174.08
50	S 33°44'53"E	183.65
51	S 16°15'30"W	162.27
52	S 08°57'51"E	155.00
53	S 57°08'16"E	107.25
54	S 31°18'08"E	50.79
55	S 07°38'43"W	176.07
56	S 35°10'01"W	263.56
57	S 16°34'28"W	51.51
58	S 17°23'23"E	168.46
59	S 03°41'07"E	166.29
60	S 12°22'59"W	178.53
61	S 03°08'55"E	198.78
62	S 10°23'59"W	127.94
63	S 22°17'32"W	118.94
64	S 34°16'50"W	84.00
65	S 19°57'32"W	98.96
66	S 12°07'07"W	118.10
67	S 20°12'18"E	24.26
68	S 80°50'48"W	50.95
69	N 18°16'02"W	13.25
70	N 06°20'29"E	134.39
71	N 13°08'56"E	77.57
72	N 18°41'55"E	169.92
73	N 28°30'49"E	85.42
74	N 19°29'44"E	96.30
75	N 00°07'21"W	56.55
76	N 13°46'25"W	156.03
77	N 21°18'24"E	177.58
78	N 03°42'24"W	251.57
79	N 21°43'13"W	95.59
80	N 32°09'41"E	280.71
81	N 23°51'03"E	152.45
82	N 38°30'18"W	72.00
83	N 47°24'52"W	136.11
84	N 10°40'16"W	109.01
85	N 05°21'41"E	217.91
86	N 31°18'14"W	109.74
87	N 61°52'50"W	108.00
88	S 82°22'06"W	88.50
89	S 57°27'59"W	84.61
90	S 50°50'13"W	141.37
91	S 61°46'07"W	101.58
92	S 79°23'52"W	93.72
93	N 64°48'33"W	87.63
94	N 29°20'47"W	101.58
95	N 02°58'27"W	290.48
96	N 12°24'29"W	153.60
97	N 50°31'35"W	55.61
98	S 75°44'39"W	85.43
99	S 39°09'30"W	111.60
100	S 57°49'30"W	120.44
101	N 81°08'29"W	131.03
102	N 48°49'12"W	97.97
103	N 15°25'47"W	103.74
104	N 22°02'33"E	110.03
105	N 40°36'33"E	154.41
106	N 26°45'54"E	92.09
107	N 05°58'24"E	184.38
108	N 30°02'09"W	188.84
109	N 66°25'01"W	58.94
110	S 86°58'04"W	102.62
111	S 80°06'06"W	103.50
112	N 74°32'56"W	101.66
113	N 70°21'18"W	64.35
114	N 45°52'52"W	54.68
115	N 21°44'52"W	192.62
116	N 03°53'51"W	92.87
117	N 01°36'50"E	100.00
118	N 17°39'10"E	411.92
119	N 16°33'05"E	269.29
120	N 34°43'23"E	304.39
121	N 13°10'11"E	143.67
122	N 15°30'00"W	183.30
123	N 38°16'51"W	358.28
124	N 29°55'26"W	212.34
125	N 73°21'24"W	93.34
126	S 62°19'18"W	133.48
127	S 28°45'08"W	229.36
128	S 44°37'45"W	95.05
129	S 56°43'16"W	84.63
130	S 81°17'49"W	94.31
131	N 67°48'44"W	60.61
132	N 46°10'36"W	116.24
133	N 22°09'47"W	104.29
134	N 51°56'23"W	58.38
135	S 88°27'29"W	64.52
136	S 60°28'17"W	334.57
137	S 86°15'16"W	117.51
138	N 71°30'34"W	54.85
139	N 47°21'16"W	167.88
140	N 26°54'49"W	119.50
141	N 10°14'54"W	73.21

NAVASOTA RIVER
TRACT 7 METES

ABSHIRE UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

T.H. MAYS SURVEY, A-160
WM. BROOKS & A.G. PERRY SURVEY, A-73
WM. HOWARD & A.G. PERRY SURVEY, A-136
K.T. WILLIAMS SURVEY, A-259
BRAZOS COUNTY, TEXAS

NOTES:
1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.

SCALE: 1"=1000' SEPT., 1994

H:\DWG1\041\MILL1.DWG

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

(13) M-95404

Pooling Agreement

FILED: 2-21-95

508798

DESIGNATION OF UNIT

ABSHIRE UNIT NO. 1

VOL 761 PAGE 55
129463

STATE OF TEXAS

COUNTIES OF BRAZOS AND GRIMES

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of valid and subsisting oil, gas, and mineral leases listed in Exhibit "A", attached hereto and made a part hereof, insofar as said oil, gas, and mineral leases cover and affect the land and depths described on Exhibit "B", attached hereto and made a part hereof, do, by virtue of the authority conferred by the terms of such oil, gas, and mineral leases and all amendments and corrections thereto, hereby pool, consolidate, combine, and unitize said oil, gas, and mineral leases, the leasehold rights, overriding royalty, and royalty interests therein and thereunder, for the purpose of drilling for, development, and production of oil, gas, and liquid hydrocarbons (including condensate, distillate, and other liquids). The unit (hereinafter "Unit") shall be comprised of the land and interval described on the attached Exhibit "B", as depicted on the Plat attached hereto as Exhibit "C".

If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair, or invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.

This Designation of Unit covers all production from the land and depths described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit area. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

The undersigned reserves the right to amend this Designation of Unit from time to time, and at any time, in order to correct any error herein or to include in this Unit any newly acquired interests within the Unit boundaries or to enlarge or reduce the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the subject leases, by appropriate amendments or instruments.

By execution of this Designation of Unit, the undersigned do not exhaust their right to pool the leases and lands hereinabove described with other leases and lands as to any other minerals, horizon, or strata covered thereby, and they expressly reserve to themselves, their assignees, or successors in interest, the right and power to pool or unitize the above described leases and lands

09930-94-RJ

with any other leases, lands, horizons, or strata in the vicinity and so far as the power, right, and authority to do so is granted in the subject leases and various agreements and so long as such power and authority is exercised in accordance with applicable rules and regulations of any governmental regulatory body or agency having jurisdiction.

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals of this instrument may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument. This Unit may not be ratified or joined in by any party who is not named hereinbelow without the consent of the parties hereto.

The Unit hereby created shall be effective as of the date operations are commenced anywhere on the Unit; provided that, if a lease covered hereby prescribes another date on which pooling shall become effective, the Unit shall be effective as to such lease on such other date. The Unit shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the leases covering the Unit are maintained in force by payment or tender of shut-in royalties or by other means, in accordance with the terms of said leases. IN WITNESS WHEREOF, this Designation of Unit is executed on this 24TH day of OCTOBER, 1994.

UNION PACIFIC RESOURCES COMPANY

By: Carolyn F. Ward JB MBV
Its: Attorney-in-Fact

TORCH ENERGY ASSOCIATES LTD.

By: Thomas A Erguson Approval
Its:

NUEVO ENERGY COMPANY

By: Michael S Watts Approval
Its:

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 24th day of October, 1994, by Carolyn J. David, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.

CAROL A. COOK
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/19/97

Carol A. Cook
Notary Public in and for the
State of Texas
My commission expires: 2/19/97

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 4th day of November, 1994, by Thomas A. Ferguson, the Vice President of TORCH ENERGY ASSOCIATES LTD., a Texas limited partnership, on behalf of said partnership.

STACY M. HUNTER
MY COMMISSION EXPIRES
November 8, 1997

Stacy M. Hunter
Notary Public in and for the
State of Texas
My commission expires: 11-8-97

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 4th day of November, 1994, by Michael D. Watford, the President of NUEVO ENERGY COMPANY, a Delaware corporation, on behalf of said corporation.

STACY M. HUNTER
MY COMMISSION EXPIRES
November 8, 1997

Stacy M. Hunter
Notary Public in and for the
State of Texas
My commission expires: 11-8-97

Law Department Approved
DESUNIT.1 (Revised 4/4/94)

Exhibit "A"

Attached to and made a part of that certain "Designation of Unit - Abshire Unit No. 1" dated October 24, 1994.

Lease #: TX1-46272
Lessor: Doug Abshire, et ux
Lessee: Union Pacific Resources Company
Dated: December 2, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1715, Page 124

Lease #: TX1-46487
Lessor: Richard Startzman, et ux
Lessee: Union Pacific Resources Company
Dated: November 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1679, Page 097

Lease #: TX1-46491
Lessor: Louis J. Orlando, et al
Lessee: Union Pacific Resources Company
Dated: November 16, 1992
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1682, Page 108

Lease #: TX1-47029(1)
Lessor: William Brooke Anderson
Lessee: Union Pacific Resources Company
Dated: January 6, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1737, Page 203

Lease #: TX1-47029(2)
Lessor: Linda J. Dugger Talley
Lessee: Union Pacific Resources Company
Dated: September 2, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1925, Page 095

Lease #: TX1-47029(4)
Lessor: Alane Dugger Dryden
Lessee: Union Pacific Resources Company
Dated: September 10, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1925, Page 074

Lease #: TX1-47029(8)
Lessor: Otto L. Zanek, et ux
Lessee: Union Pacific Resources Company
Dated: January 27, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1738, Page 035

Lease #: TX1-47029(12)
Lessor: Joe A. Ferreri, et ux
Lessee: Union Pacific Resources Company
Dated: April 19, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 1803, Page 102

Lease #: TX1-62887(1)
Lessor: Josephine R. Zanek
Lessee: Union Pacific Resources Company
Dated: March 1, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2060, Page 099

Lease #: TX1-62887(2)
Lessor: Joe A. Ferreri, et ux
Lessee: Union Pacific Resources Company
Dated: March 1, 1994
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2052, Page 074

Lease #: TX2-60571
Lessor: State of Texas
Lessee: Union Pacific Resources Company
Dated: October 19, 1993
Filed: Official Records of Brazos County, Texas
Recorded: Volume 2016, Page 141
Filed: Real Property Records of Grimes County, Texas
Recorded: Volume 750, Page 779

Exhibit "B" attached to and made a part of that certain "Designation of Unit - Abshire Unit No. 1" dated October 24, 1994.

Abshire Unit Well No. 1
828.94 Acre Unit
Union Pacific Resources Company
T. H. Mays Survey, A-160
Wm. Brooks & A.G. Perry Survey, A-73
Wm. Howard & A.G. Perry Survey, A-136
K. T. Williams Survey, A-259
Brazos County, Texas

Field notes of a 828.94 acre tract or parcel of land, lying and being situated in the T. H. Mays Survey, Abstract No. 160, in the Wm. Brooks & A.G. Perry Survey, Abstract No. 73, in the Wm. Howard & A.G. Perry Survey, Abstract No. 136 and in the K. T. Williams Survey, Abstract No. 259, Brazos County, Texas, and consisting of the following tracts:

Part of the called 134.0 acre tract described in the deed from Dorothy Allen Dugger to Linda Dugger Talley, as recorded in Volume 1409, Page 159, of the Official Records of Brazos County, Texas;

Part of the called 134.0 acre tract described in the deed from Dorothy Allen Dugger to Alane Dugger Dryden, as recorded in Volume 1409, Page 169, of the Official Records of Brazos County, Texas;

Part of the called 445.84 acre tract described in the deed from Joe A. Ferreri to Otto L. Zanek, as recorded in Volume 267, Page 561, of the Deed Records of Brazos County, Texas;

Part of the called 101.2 acre - 1st Tract and part of the called 101.2 acre - 2nd Tract described in the deed recorded in Volume 676, Page 672, of the Official Records of Brazos County, Texas;

Part of the called 202.40 acre tract described in the deed recorded in Volume 1604, Page 338, of the Official Records of Brazos County, Texas;

Part of the called 100.00 acre tract described in the deed recorded in Volume 1054, Page 813, of the Official Records of Brazos County, Texas;

And all of the called 5.99 acre tract described in Volume 170, Page 466, of the Deed Records of Brazos County, Texas;

Part of the called 202.4 acre tract described in the deed recorded in Volume 1604, Page 338, of the Official Records of Brazos County, Texas, and all of the Navasota River (LSE # M - 95404) which adjoins the abovementioned tracts, and said 828.94 acre tract being more particularly described as follows:

BEGINNING at the ½" iron rod found at an 8" creosote post fence corner marking the most southerly southwest corner of the beforementioned 445.84 acre tract;

THENCE N 00° 44' 44" W along the west line of the beforementioned 445.84 acre tract, adjacent to a fence, at a distance of 2295.0 feet, pass an 8" creosote post fence corner marking an interior ell corner of the 445.84 acre tract, continue on across the 445.84 acre tract and the beforementioned 134.00 acre tracts for a total distance of 4329.66 feet to the north line of the 134.00 acre tract (1409/169), same being a northeast corner of the 644.25 acre unit surrounding the Talley-Mitchell Unit Well No. 1;

THENCE N 88° 41' 24" E along the north line of the beforementioned 134.00 acre tract and across the Navasota River, adjacent to a fence, for a distance of 3000.72 feet to the east bank (Grimes County side) of the Navasota River;

Abshire Unit Well No. 1
828.94 Acre Unit
Union Pacific Resources Company
T. H. Mays Survey, A-160, etc.
Brazos County, Texas
Continued - Page 2

THENCE along the easterly bank (Grimes County side) of the Navasota River as located on-the-ground July and August, 1994, as follows:

S 14° 17' 39" E	133.31 feet,
S 34° 02' 33" E	75.96 feet,
S 83° 44' 55" E	139.72 feet,
N 65° 36' 22" E	195.12 feet,
N 57° 34' 46" E	45.28 feet,
N 79° 29' 18" E	177.93 feet,
S 65° 53' 53" E	129.25 feet,
S 28° 26' 31" E	77.73 feet,
S 41° 01' 39" E	119.76 feet,
N 69° 57' 34" E	112.35 feet,
N 31° 14' 06" E	374.41 feet,
N 60° 06' 30" E	144.87 feet,
S 73° 19' 31" E	162.33 feet,
S 41° 53' 36" E	223.71 feet,
S 38° 06' 28" E	275.23 feet,
S 28° 04' 06" E	245.66 feet,
S 05° 07' 59" E	102.90 feet,
S 04° 51' 55" W	147.66 feet,
S 20° 26' 03" W	158.15 feet,
S 36° 50' 37" W	317.61 feet,
S 17° 43' 55" W	103.45 feet,
S 14° 00' 02" W	453.94 feet,
S 02° 32' 39" W	252.67 feet,
S 31° 52' 02" E	100.88 feet,
S 64° 35' 37" E	84.95 feet,
N 84° 17' 02" E	223.98 feet,
S 71° 56' 16" E	103.30 feet,
S 57° 52' 11" E	81.82 feet,
S 29° 43' 02" E	138.67 feet,
S 02° 46' 20" W	186.90 feet,
S 08° 47' 14" W	182.64 feet,
S 40° 44' 14" W	211.53 feet,
S 05° 02' 30" W	53.76 feet,
S 23° 24' 21" E	84.96 feet,
S 62° 54' 48" E	55.08 feet,
N 74° 57' 49" E	88.56 feet,
N 43° 06' 28" E	128.65 feet,
N 55° 14' 24" E	108.33 feet,
N 84° 17' 49" E	52.60 feet,
S 58° 56' 42" E	109.48 feet,
S 12° 45' 33" E	218.79 feet,
S 06° 12' 15" E	291.07 feet,
S 52 °50' 27" E	98.91 feet,
N 61° 20' 53" E	122.37 feet,
N 50° 37' 04" E	131.15 feet,
N 59° 46' 42" E	101.68 feet,
N 76° 22' 59" E	94.49 feet,
S 66° 02' 54" E	174.08 feet,
S 33° 44' 53" E	183.65 feet,
S 16° 15' 30" W	162.27 feet,

S 08° 57' 51" E 155.00 feet,
S 57° 08' 16" E 107.25 feet,
S 31° 18' 08" E 50.79 feet,
S 07° 38' 43" W 176.07 feet,
S 35° 10' 01" W 263.56 feet,
S 16° 34' 28" W 51.51 feet,
S 17° 23' 23" E 168.46 feet,
S 03° 41' 07" E 166.29 feet,
S 12° 22' 59" W 178.53 feet,
S 03° 08' 55" E 198.78 feet,
S 10° 23' 59" W 127.94 feet,
S 22° 17' 32" W 118.94 feet,
S 34° 16' 50" W 84.00 feet,
S 19° 57' 32" W 98.96 feet,
S 12° 07' 07" W 118.10 feet,
S 20° 12' 18" E 24.26 feet and corner;

THENCE S 80° 50' 48" W across the beforementioned Navasota River and along the most easterly and northerly south line of the beforementioned 202.4 acre tract for a distance of 2274.83 feet to angle point corner of the 202.4 acre tract;

THENCE S 39° 07' 46" W along the southeast line of the beforementioned 202.4 acre tract, adjacent to a fence, for a distance of 3057.95 feet and corner;

THENCE N 80° 23' 25" W across the beforementioned 202.4 acre tract, at a distance of 878.04 feet, pass the southeast corner of the beforementioned 100.00 acre tract, continue on along the south line of the 100.00 acre tract for a total distance of 1479.27 feet and corner, from which a ⅝" iron rod found in fence bears N 80° 24' 53" W - 628.57 feet;

THENCE N 18° 28' 43" W across the beforementioned 100.00 acre tract for a distance of 1191.86 feet to the west line of the 100.00 acre tract;

THENCE N 13° 17' 54" E along the west line of the beforementioned 100.00 acre tract , adjacent to a fence, for a distance of 2400.00 feet to a ⅜" iron rod found at an 8" creosote post fence corner marking the west or northwest corner of the beforementioned 101.20 acre - 1st Tract;

THENCE N 80° 10' 27" W along the south line of the beforementioned 445.84 acre tract, adjacent to a fence, for a distance of 425.01 feet to the **PLACE OF BEGINNING**, containing 828.94 acres of land, more or less.

Bearings based on True North, as obtained by Solar Observation.

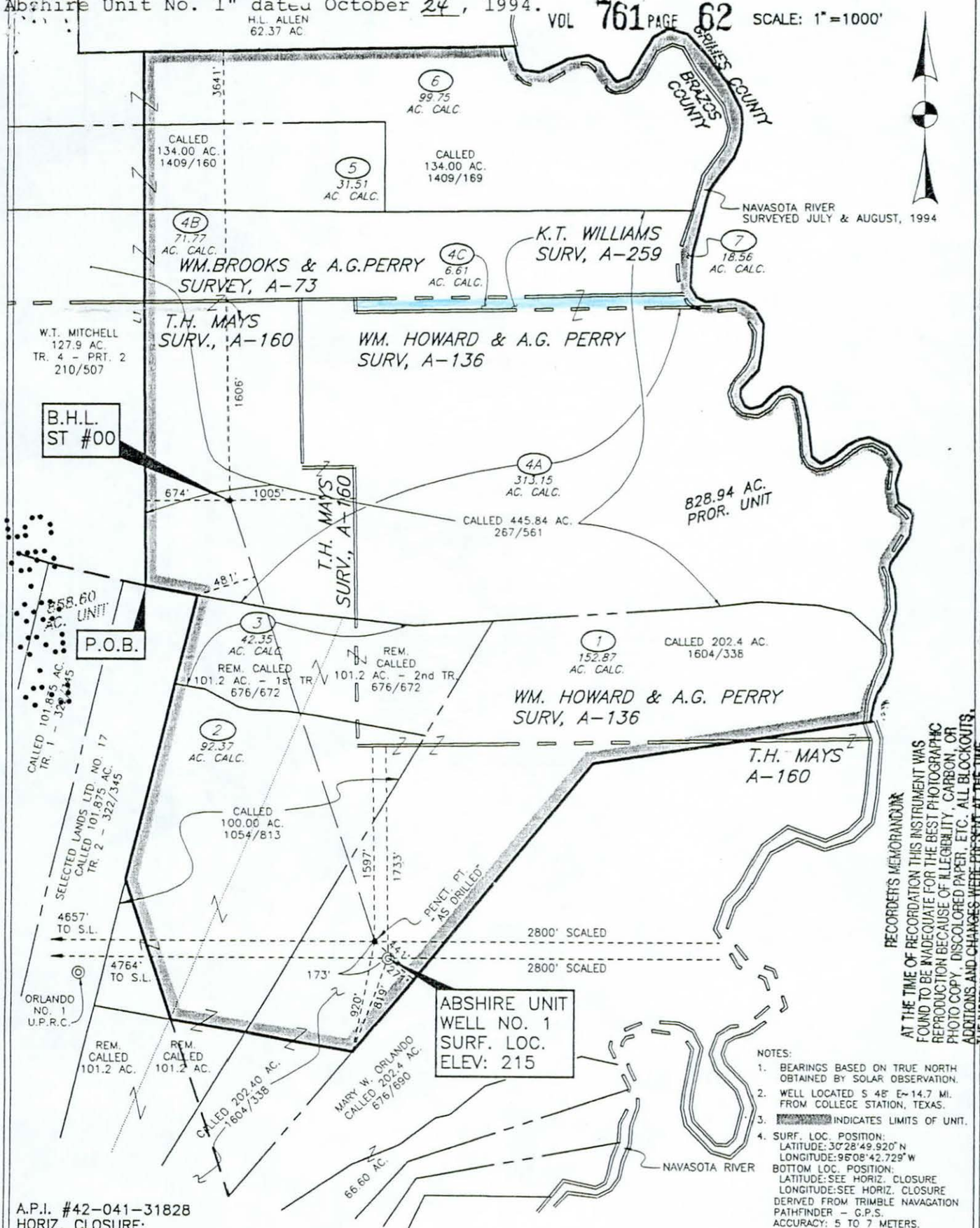
Prepared 9/19/94

kes94-02b:\abshire.828

Limited to the Austin Chalk Formation, as found between 11,144 feet and 11,690 feet in the UPRC Lake Smith Unit No. 1 Well, which is located 5455 feet from the west line and 650 from the south line of the A. D. Houston Survey, A-133, Brazos County, Texas.

Exhibit "C" attached to and made a part of that certain "Designation of Unit - Abshire Unit No. 1" dated October 24, 1994.

VOL 761 PAGE 62



RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC., ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

NOTES:
1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED S 48° E~14.7 MI. FROM COLLEGE STATION, TEXAS.
3. INDICATES LIMITS OF UNIT.
4. SURF. LOC. POSITION:
LATITUDE: 30°28'49.920" N
LONGITUDE: 96°08'42.729" W
BOTTOM LOC. POSITION:
LATITUDE: SEE HORIZ. CLOSURE
LONGITUDE: SEE HORIZ. CLOSURE
DERIVED FROM TRIMBLE NAVAGATION PATHFINDER - G.P.S.
ACCURACY: 5 TO 7 METERS.
5. SEE EXHIBIT "A" FOR ACREAGE TABLE AND UNIT PERIMETER METES.

A.P.I. #42-041-31828
HORIZ. CLOSURE:
N 18°35' W~3782'

"AS DRILLED"

PRORATION UNIT PLAT

ABSHIRE UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

T.H. MAYS SURVEY, A-160
WM. BROOKS & A.G. PERRY SURVEY, A-73
WM. HOWARD & A.G. PERRY SURVEY, A-136
K.T. WILLIAMS SURVEY, A-259
BRAZOS COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
S.M. KLING
2003
PROFESSIONAL
LAND SURVEYOR

PRORATION UNIT PLAT PREPARED: 09/13/94

THIS PLAT PREPARED FROM DEED RECORDS & PARTIAL SURVEY: JULY, 1994

BY: S.M. KLING R.P.L.S. NO. 2003

SCALE: 1"=1000' JULY, 1994

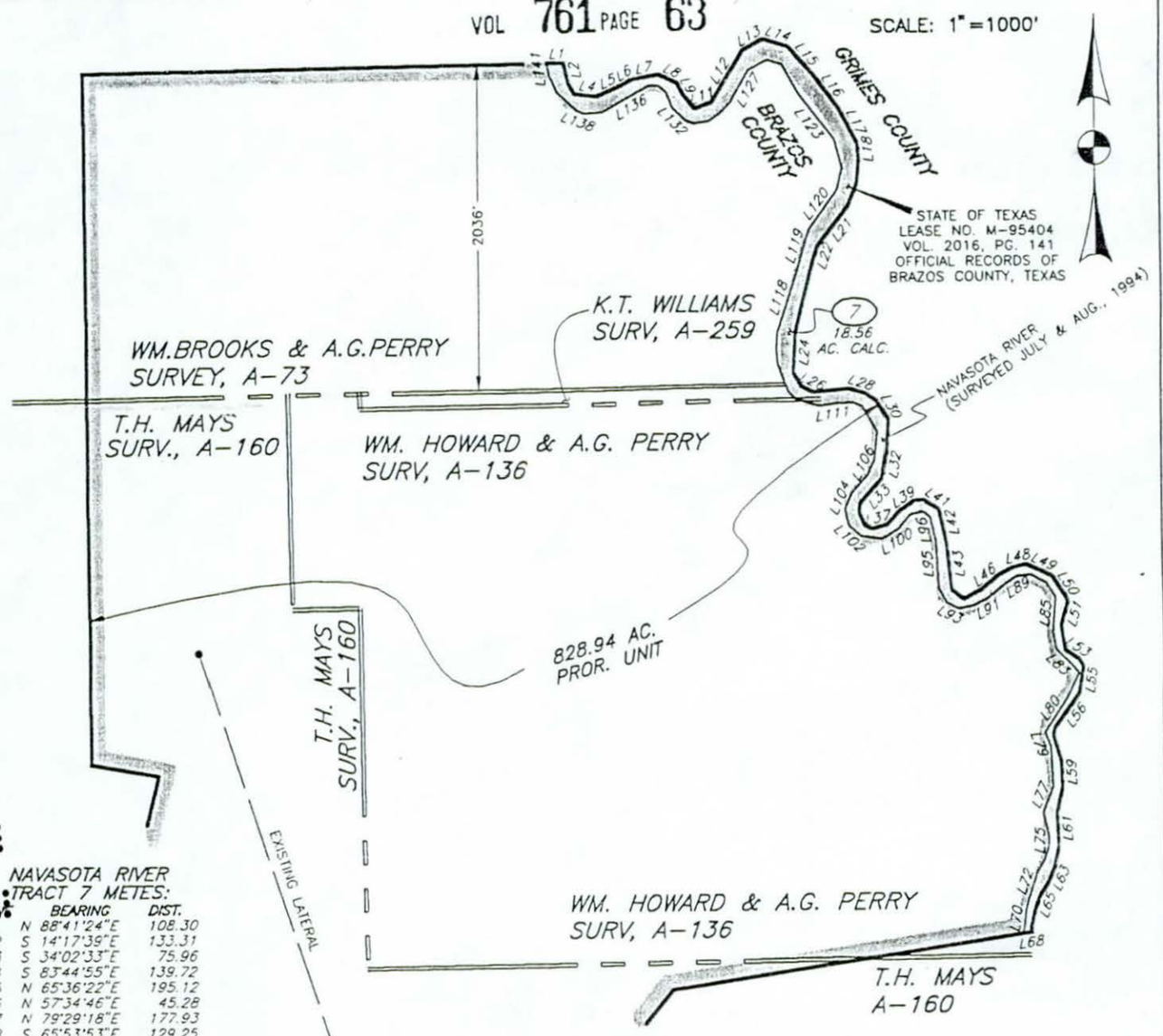
PAGE 1 OF 2

H:\DWG1\041\MILL1.DWG

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

VOL 2251 PAGE 87

SCALE: 1" = 1000'



NAVASOTA RIVER
TRACT 7 METES:

LINE	BEARING	DIST.
1	N 88°41'24"E	108.30
2	S 14°17'39"E	133.31
3	S 34°02'33"E	75.96
4	S 83°44'55"E	139.72
5	N 65°36'22"E	195.12
6	N 57°34'46"E	45.28
7	N 79°29'18"E	177.93
8	S 65°53'53"E	129.25
9	S 28°26'31"E	77.73
10	S 41°01'39"E	119.76
11	N 69°57'34"E	112.35
12	N 31°14'06"E	374.41
13	N 60°06'30"E	144.87
14	S 73°19'31"E	162.33
15	S 41°53'36"E	223.71
16	S 38°06'28"E	275.23
17	S 28°04'06"E	245.66
18	S 05°07'59"E	102.90
19	S 04°51'55"W	147.66
20	S 20°26'03"W	158.15
21	S 36°50'37"W	317.61
22	S 17°43'55"W	103.45
23	S 14°00'02"W	453.94
24	S 02°32'39"W	252.67
25	S 31°52'02"E	100.88
26	S 64°35'37"E	84.95
27	N 84°17'02"E	223.98
28	S 71°56'16"E	103.30
29	S 57°52'11"E	81.82
30	S 29°U2WE	138.67
31	S 02°46'20"W	186.90
32	S 08°47'14"W	182.64
33	S 40°44'14"W	211.53
34	S 05°02'30"W	53.76
35	S 23°24'21"E	84.96
36	S 62°54'48"E	55.08
37	N 74°57'49"E	88.56
38	N 43°06'28"E	128.65
39	N 55°14'24"E	108.33
40	N 84°17'49"E	52.60
41	S 58°56'42"E	109.48
42	S 12°45'33"E	218.79
43	S 06°12'15"E	291.07
44	S 52°50'27"E	98.91
45	N 61°20'53"E	122.37
46	N 50°37'04"E	131.15
47	N 59°46'42"E	101.68
48	N 76°22'59"E	94.49
49	S 66°02'54"E	174.08
50	S 33°44'53"E	183.65
51	S 16°15'30"W	162.27
52	S 08°57'51"E	155.00
53	S 57°08'16"E	107.25
54	S 31°18'08"E	50.79
55	S 07°38'43"W	176.07
56	S 35°10'01"W	263.56
57	S 16°34'28"W	51.51
58	S 17°23'23"E	168.46
59	S 03°41'07"E	166.29
60	S 12°22'59"W	178.53
61	S 03°08'55"E	198.78
62	S 10°23'59"W	127.94
63	S 22°17'32"W	118.94
64	S 34°16'50"W	84.00
65	S 19°57'32"W	98.96
66	S 12°07'07"W	118.10
67	S 20°12'18"E	24.26
68	S 80°50'48"W	50.95
69	N 18°16'02"W	13.25
70	N 06°20'29"E	134.39
71	N 13°08'56"E	77.57
72	N 18°41'55"E	169.92
73	N 28°30'49"E	85.42
74	N 19°29'44"E	96.30
75	N 00°07'21"W	56.55
76	N 13°46'25"W	156.03
77	N 21°18'24"E	177.58
78	N 03°42'24"W	251.57
79	N 21°43'13"W	95.59
80	N 32°09'41"E	280.71
81	N 23°51'03"E	152.45
82	N 38°30'18"W	72.00
83	N 47°24'52"W	136.11
84	N 10°40'16"W	109.01
85	N 05°21'41"E	217.91
86	N 31°18'14"W	109.74
87	N 61°52'50"W	108.00
88	S 82°22'06"W	88.50
89	S 57°27'59"W	84.61
90	S 50°50'13"W	141.37
91	S 61°46'07"W	101.58
92	S 79°23'52"W	93.72
93	N 64°48'33"W	87.63
94	N 29°20'47"W	101.58
95	N 02°58'27"W	290.48
96	N 12°24'29"W	153.60
97	N 50°31'35"W	55.61
98	S 75°44'39"W	85.43
99	S 39°09'30"W	111.60
100	S 57°49'30"W	120.44
101	N 81°08'29"W	131.03
102	N 48°49'12"W	97.97
103	N 15°25'47"W	103.74
104	N 22°02'33"E	110.03
105	N 40°36'33"E	154.41
106	N 26°45'54"E	92.09
107	N 05°58'24"E	184.38
108	N 30°02'09"W	188.84
109	N 66°25'01"W	58.94
110	S 86°58'04"W	102.62
111	S 80°06'06"W	103.50
112	N 74°32'56"W	101.66
113	N 70°21'18"W	64.35
114	N 45°52'52"W	54.68
115	N 21°44'52"W	192.82
116	N 03°53'51"W	92.87
117	N 01°36'50"E	100.00
118	N 17°39'10"E	411.92
119	N 16°33'05"E	269.29
120	N 34°43'23"E	304.39
121	N 13°10'11"E	143.67
122	N 15°30'00"W	183.30
123	N 38°16'51"W	358.28
124	N 29°55'26"W	212.34
125	N 73°21'24"W	93.34
126	S 62°19'18"W	133.48
127	S 28°45'08"W	229.36
128	S 44°37'45"W	95.05
129	S 56°43'18"W	84.63
130	S 81°17'49"W	94.31
131	N 67°48'44"W	60.61
132	N 46°10'36"W	116.24
133	N 22°09'47"W	104.29
134	N 51°56'23"W	58.38
135	S 88°27'29"W	64.52
136	S 60°28'17"W	334.57
137	S 86°15'16"W	117.51
138	N 71°30'34"W	54.85
139	N 47°21'16"W	167.88
140	N 26°54'49"W	119.50
141	N 10°14'54"W	73.21

RECORDER'S MEMORANDUM:
AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC., ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED

NAVASOTA RIVER TRACT 7 METES

ABSHIRE UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

T.H. MAYS SURVEY, A-160
WM. BROOKS & A.G. PERRY SURVEY, A-73
WM. HOWARD & A.G. PERRY SURVEY, A-136
K.T. WILLIAMS SURVEY, A-259
BRAZOS COUNTY, TEXAS

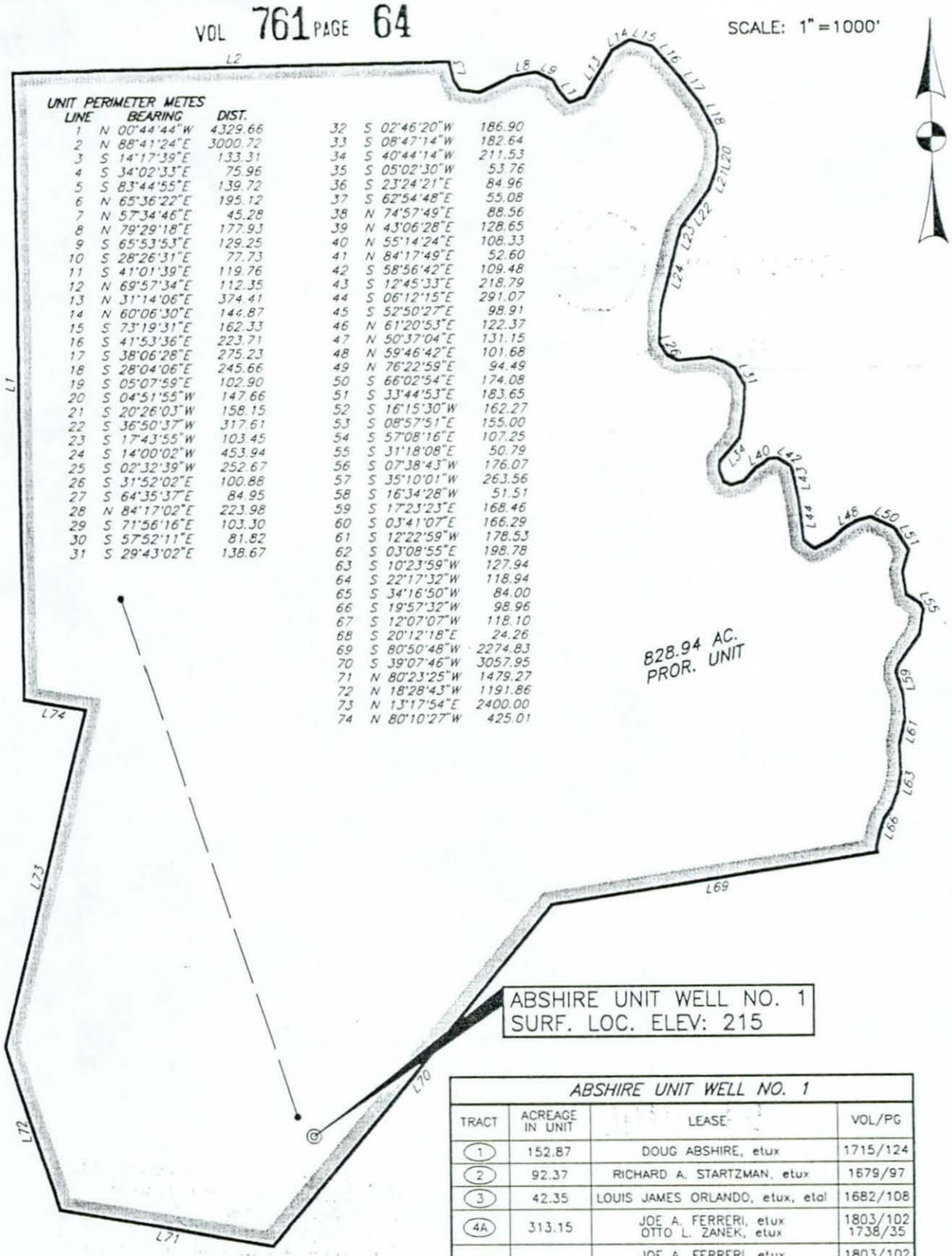
NOTES:
1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.

SCALE: 1" = 1000' SEPT., 1994

H:\DWG1\041\MILL1.DWG

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

SCALE: 1"=1000'



UNIT PERIMETER METES

LINE	BEARING	DIST.
1	N 00°44'44"W	4329.66
2	N 88°41'24"E	3000.72
3	S 14°17'39"E	133.31
4	S 34°02'33"E	75.96
5	S 83°44'55"E	139.72
6	N 65°36'22"E	195.12
7	N 57°34'46"E	45.28
8	N 79°29'18"E	177.93
9	S 65°53'53"E	129.25
10	S 28°26'31"E	77.73
11	S 41°01'39"E	119.76
12	N 69°57'34"E	112.35
13	N 31°14'06"E	374.41
14	N 60°06'30"E	144.87
15	S 73°19'31"E	162.33
16	S 41°53'36"E	223.71
17	S 38°06'28"E	275.23
18	S 28°04'06"E	245.66
19	S 05°07'59"E	102.90
20	S 04°51'55"W	147.66
21	S 20°26'03"W	158.15
22	S 36°50'37"W	317.61
23	S 17°43'55"W	103.45
24	S 14°00'02"W	453.94
25	S 02°32'39"W	252.67
26	S 31°52'02"E	100.88
27	S 64°35'37"E	84.95
28	N 84°17'02"E	223.98
29	S 71°56'16"E	103.30
30	S 57°52'11"E	81.82
31	S 29°43'02"E	138.67
32	S 02°46'20"W	186.90
33	S 08°47'14"W	182.64
34	S 40°44'14"W	211.53
35	S 05°02'30"W	53.76
36	S 23°24'21"E	84.96
37	S 62°54'48"E	55.08
38	N 74°57'49"E	88.56
39	N 43°06'28"E	128.65
40	N 55°14'24"E	108.33
41	N 84°17'49"E	52.60
42	S 58°56'42"E	109.48
43	S 12°45'33"E	218.79
44	S 06°12'15"E	291.07
45	S 52°50'27"E	98.91
46	N 61°20'53"E	122.37
47	N 50°37'04"E	131.15
48	N 59°46'42"E	101.68
49	N 76°22'59"E	94.49
50	S 66°02'54"E	174.08
51	S 33°44'53"E	183.65
52	S 16°15'30"W	162.27
53	S 08°57'51"E	155.00
54	S 57°08'16"E	107.25
55	S 31°18'08"E	50.79
56	S 07°38'43"W	176.07
57	S 35°10'01"W	263.56
58	S 16°34'28"W	51.51
59	S 17°23'23"E	168.46
60	S 03°41'07"E	166.29
61	S 12°22'59"W	178.53
62	S 03°08'55"E	198.78
63	S 10°23'59"W	127.94
64	S 22°17'32"W	118.94
65	S 34°16'50"W	84.00
66	S 19°57'32"W	98.96
67	S 12°07'07"W	118.10
68	S 20°12'18"E	24.26
69	S 80°50'48"W	2274.83
70	S 39°07'46"W	3057.95
71	N 80°23'25"W	1479.27
72	N 18°28'43"W	1191.86
73	N 13°17'54"E	2400.00
74	N 80°10'27"W	425.01

ABSHIRE UNIT WELL NO. 1

TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
1	152.87	DOUG ABSHIRE, etux	1715/124
2	92.37	RICHARD A. STARTZMAN, etux	1679/97
3	42.35	LOUIS JAMES ORLANDO, etux, etal	1682/108
4A	313.15	JOE A. FERRERI, etux OTTO L. ZANEK, etux	1803/102 1738/35
4B	71.77	JOE A. FERRERI, etux OTTO L. ZANEK, etux WILLIAM BROOKE ANDERSON	1803/102 1738/35 1737/203
4C	6.61	JOE A. FERRERI, etux OTTO L. ZANEK, etux ~~WILLIAM BROOKE ANDERSON~~	~~1803/102~~ 2052/74 ~~1738/35~~ 2060/99 ~~1737/203~~
5	31.51	LINDA DUGGER TALLEY WILLIAM BROOKE ANDERSON	– 1737/203
6	99.75	ALANE DUGGER DRYDEN WILLIAM BROOKE ANDERSON	– 1737/203
7	18.56	STATE OF TEXAS LSE# M-95404 –NAV. RIVER	2016/141
	828.94	TOTAL ACRES IN UNIT	

RECORDER'S MEMORANDUM:
AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED

PRORATION UNIT PLAT PREPARED: 09/13/94

EXHIBIT "A"

ABSHIRE UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

T.H. MAYS SURVEY, A–160
WM. BROOKS & A.G. PERRY SURVEY, A–73
WM. HOWARD & A.G. PERRY SURVEY, A–136
K.T. WILLIAMS SURVEY, A–259
BRAZOS COUNTY, TEXAS

SCALE: 1"=1000' JULY, 1994

H:\DWG1\041\MILL1.DWG

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

Org. 20

0.00012994463

FILED FOR RECORD AT

'94 NOV 10 FRI 4 12

DAVID PASKET CO. CLK.
GRIMES COUNTY, TX.
BY [signature] DEPUTY

VOL 761 PAGE 65

Rec. Abstract
(Pict. up)

STATE OF TEXAS COUNTY OF GRIMES

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 real property records of Grimes County, Texas as stamped hereon by me.

NOV 10 1994

COUNTY COURT OF GRIMES COUNTY TEXAS

David Pasket

COUNTY CLERK, GRIMES COUNTY, TEXAS

32 UNT

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, Texas as stamped hereon by me.

DEC 02 1994

COUNTY CLERK, Brazos County Texas

#2258

DO NOT DESTROY

GLO-36-10-84 -MEMO-

Operator Union Pacific Resources

Unit Name BIRCHRIDGE-Allen #1

County Brazos

Effective Date 4-28-94

Unitized for: Oil ___ Gas ___ Oil & Gas ___

1. M.F. No. 95404

Area RIVER BED Tr. 4

Sec. ___ Blk. ___ Survey ___

9.59 / 912.00 x 1/4 .2628 %

.010515 .25 .002628

2. M.F. No. ___

Area ___ Tr. ___

Sec. ___ Blk. ___ Survey ___

___ x ___ . ___ %

3. M.F. No. ___

Area ___ Tr. ___

Sec. ___ Blk. ___ Survey ___

___ x ___ . ___ %

4. M.F. No. ___

Area ___ Tr. ___

Sec. ___ Blk. ___ Survey ___

___ x ___ . ___ %

REMARKS: 4-29-98 INACTIVE

Keyed 4/30/98 MT.

POOLING COMMITTEE REPORT

TO: SCHOOL LAND BOARD

DATE: May 25, 1994

OPERATOR: Union Pacific Resources Co. **COUNTY:** Brazos & Grimes

UNIT NAME: Birchridge-Allen Unit #1 **FIELD:** Giddings (Austin Chalk, Gas)

STATE LEASE(S) IN UNIT

Lease *Type	State Number	State Royalty	Expiration Date	Term Year	Acres	Acres In Unit	Lessee of Record
SF	M-95404	1/4 **	10/19/96	3	95.00	9.59	UPRC

** Subject to Royalty Reduction Provision in the lease

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

PRIVATE ACRES:	902.41
STATE ACRES:	9.59
TOTAL UNIT ACRES:	912.00

Unitized for:
Oil _____
Gas _____
Both x

Depth(s):
See Remarks
Formation:
See Remarks

Well Location:
State Land _____
Private Land x

Participation:
Basis See Remarks
State Acreage 1.05%
State Unit Royalty 0.21%

Railroad Commission Rules:
Spacing _____ Acres
Acreage Factor 100%

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

REMARKS:

- Union Pacific Resouces Company is requesting permanent oil and gas pooling of the Austin Chalk Formation defined as that stratigraphic interval or its correlative equivalent occurring from 11,080 feet TVD to 11,603 feet TVD as shown on the C.R.L. Resources Walker #1 well log.

- The applicant completed a horizontal gas well in the Austin Chalk Formation on February 21, 1994. The initial tests show the well capable of producing 4995 mcf of gas and 839 bbls of oil per day.

- If the unit is approved, the applicant will earn a reduced royalty to 20%, making the state's unit royalty participation 0.21%.

- Horizontal severance is provided for in the lease. The state will participate from the date of first production.

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

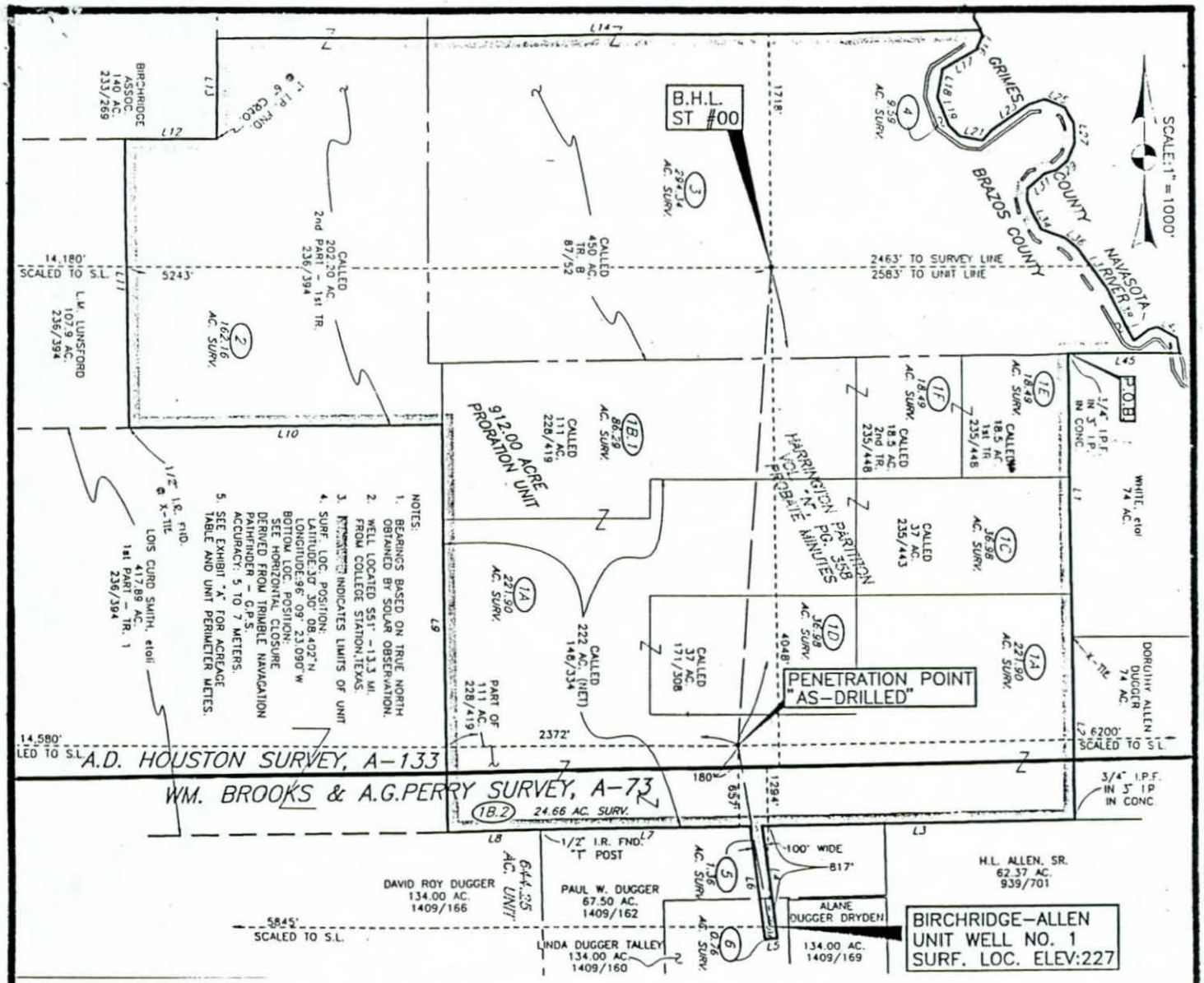
POOLING COMMITTEE RECOMMENDATION:

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

Jennifer Gilchrist

Priscilla M. Hubenak

Peter A. Boone



Union Pacific Resources
Birchridge-Allen Unit #1
Giddings (Austin Chalk, Gas)
Brazos County
M-95404

⑧ M-95404

Pooling Committee Lot

FILED: 10-27-94

POOLING AGREEMENT
UNION PACIFIC RESOURCES COMPANY
BIRCHRIDGE-ALLEN UNIT NO. 1
BRAZOS AND GRIMES COUNTIES, TEXAS

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

PURPOSES: 1.

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

UNIT DESCRIPTION: 2.

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

MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 11,080 feet true vertical depth to 11,603 feet true vertical depth as shown on log of the C.R.L. Resources, Walker #1 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 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 912 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 May 25, 1994, however, it is agreed that the State will participate in the production from the Unit well 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 Brazos and Grimes 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 8/23/94

STATE OF TEXAS

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

Legal
Content
Geology
Execution

Date Executed _____

UNION PACIFIC RESOURCES COMPANY

By Carolyn J. Davis

Its Attorney-In-Fact

ATTEST:

_____

CERTIFICATE

I, Linda K. Fisher, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 25th day of May, 1994, 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 17th day of October, 1994.

Linda K. Fisher
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me on August 3, 1994, by Carolyn J. David as Attorney-In-Fact of Union Pacific Resources Company, a Delaware corporation, on behalf of said corporation.

Melanie G. Bollinger

Notary Public in and for the
State of Texas
Commission expires: 1-26-98

MELANIE G. BOLLINGER
Notary Public
STATE OF TEXAS
My Comm. Exp. 01/26/98

TORCH ENERGY ASSOCIATES LTD.

By: Thomas A. Ferguson
Its: _____

Approved

NUEVO ENERGY COMPANY

By: Michael D. Watford
Its: President

Approved

SINCLAIR OIL CORPORATION

By: _____
Its: Peter M. Johnson, Executive Vice President

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 22nd day of September, 1994, by Thomas A. Ferguson, the Vice President of TORCH ENERGY ASSOCIATES LTD., a Texas limited partnership, on behalf of said partnership.

STACY M. HUNTER
MY COMMISSION EXPIRES
November 8, 1997

Stacy M. Hunter
Notary Public in and for the
State of Texas
My commission expires: 11-8-97

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 22nd day of September, 1994, by Michael D. Watford, the President of NUEVO ENERGY COMPANY, a Delaware corporation, on behalf of said corporation.

STACY M. HUNTER
MY COMMISSION EXPIRES
November 8, 1997

Stacy M. Hunter
Notary Public in and for the
State of Texas
My commission expires: 11-8-97

STATE OF Utah
COUNTY OF Salt Lake

This instrument was acknowledged before me on the 26th day of August, 1994, by P.M. Johnson, the Exec. V.P. of SINCLAIR OIL CORPORATION, a Wyoming corporation, on behalf of said corporation.

DIANE D NIELSEN
Notary Public
STATE OF UTAH
My Commission Expires
August 23, 1995
550 E South Temple, SLC, UT 84130

Diane D Nielsen
Notary Public in and for the
State of Utah
My commission expires: 8/23/95

EXHIBIT "A"

Attached to and made a part of that certain "Pooling Agreement Birchridge-Allen Unit Well No. 1", effective May 25, 1994.

LESSOR: Birchridge Association, Inc.
LESSEE: Union Pacific Resources Company TX1-49162(1)
DATE: June 29, 1993
RECORDED: Volume 1976, Page 127, Official Records, Brazos County, Texas.

LESSOR: Mrs. W.R. Allen and Alta Allen Wilson
LESSEE: Union Pacific Resources Company TX1-41297
DATE: July 26, 1990
RECORDED: Volume 1205, Page 838, Official Records, Brazos County, Texas.

LESSOR: Linda Bramlett Hughes et vir, Jerry Hughes
LESSEE: Union Pacific Resources Company TX1-41846
DATE: August 15, 1990
RECORDED: Volume 1212, Page 049, Official Records, Brazos County, Texas.

LESSOR: Roger Sloan Williams aka Sloan Williams
LESSEE: Union Pacific Resources Company TX1-49162(2)
DATE: August 10, 1993
RECORDED: Volume 1925, Page 99, Official Records, Brazos County, Texas.

LESSOR: Knox T. Williams, III
LESSEE: Union Pacific Resources Company TX1-49162(3)
DATE: August 10, 1993
RECORDED: Volume 1925, Page 102, Official Records, Brazos County, Texas.

LESSOR: F.L. Pool aka Fletcher L. Pool
LESSEE: Union Pacific Resources Company TX1-49162(4)
DATE: August 10, 1993
RECORDED: Volume 1925, Page 88, Official Records, Brazos County, Texas.

LESSOR: Millican Land and Royalty Trust
LESSEE: Union Pacific Resources Company TX1-49162(5)
DATE: August 10, 1993
RECORDED: Volume 2027, Page 158, Official Records, Brazos County, Texas.

LESSOR: Linda Dugger Talley
LESSEE: Union Pacific Resorces Company TX1-47029(2)
DATE: September 8, 1993
RECORDED: Volume 1925, Page 77, Official Records, Brazos County, Texas.

LESSOR: William B. Anderson
LESSEE: Union Pacific Resources Company TX1-47029(1)
DATE: January 6, 1993
RECORDED: Volume 1737, Page 203, Official Records, Brazos County, Texas.

LESSOR: Paul Wayne Dugger
LESSEE: Union Pacific Resources Company TX1-47029(5)
DATE: September 8, 1993
RECORDED: Volume 1925, Page 77, Official Records, Brazos County, Texas.

LESSOR: The State of Texas
LESSEE: Union Pacific Resources Company TX2-60571
DATE: October 19, 1993
RECORDED: Volume 2016, Page 141, Official Records, Brazos County, Texas.

EXHIBIT "B"

Attached to and made a part of that certain "Pooling Agreement Birchridge-Allen Unit Well No. 1", effective May 25, 1994.

Birchridge-Allen Unit Well No. 1
912.00 Acre Unit
Union Pacific Resources Company
Andrew D. Houston Survey, A-133
Wm. Brooks & A. G. Perry Survey, A-73
Brazos County, Texas

Field notes of a 912.00 acre tract or parcel of land, lying and being situated in the Andrew D. Houston Survey, Abstract No. 133 and the Wm. Brooks & A. G. Perry Surveys, Abstract No. 73, Brazos County, Texas, and consisting of the following tracts:

All of the called 222 acre (NET) tract described in the deed from Knox T. Williams, Jr., et al to Burk's Ridge Hunting Club, as recorded in Volume 148, Page 334, of the Deed Records of Brazos County, Texas;

All of the called 111 acre tract described in the deed from J. Walter Smith to Trustees for Burk's Ridge Hunting Club, as recorded in Volume 228, Page 419, of the Deed Records of Brazos County, Texas;

All of the called 37 acre tract described in the deed from William G. Breazeale to Birchridge Association, as recorded in Volume 235, Page 443, of the Deed Records of Brazos County, Texas;

All of the called 37 acre tract described in the deed from Allen Smith to Birchridge Association, as recorded in Volume 171, Page 308, of the Deed Records of Brazos County, Texas;

All of the called 18.5 acre - First Tract and all of the called 18.5 acre - Second Tract described in the deed from Wm. G. Breazeale to Birchridge Association, as recorded in Volume 235, Page 448, of the Deed Records of Brazos County, Texas;

Part of the called 202.20 acre Second Part - First Tract described in the Partition Deed to Linda Bramlett Hughes, as recorded in Volume 236, Page 394, of the Deed Records of Brazos County, Texas;

Part of the called 67.50 acre tract described in the deed from Dorothy Allen Dugger to Paul Wayne Dugger, as recorded in Volume 1409, Page 162, of the Official Records of Brazos County, Texas;

Part of the called 134.00 acre tract described in the deed from Dorothy Allen Dugger to Linda Dugger Talley, as recorded in Volume 1409, Page 159, of the Official Records of Brazos County, Texas;

And part of the called 450 acre - Tract "b" described in the deed from Martin B. Allen to W. R. Allen, as recorded in Volume 87, Page 52, of the Deed Records of Brazos County, Texas, and all of the Navasota River which adjoins this 912.00 acre tract, and said 912.00 acre tract being more particularly described as follows:

BEGINNING at the 3/4" iron pipe with a 3" iron pipe found at a 6" creosote post fence corner marking the occupied northeast corner of the beforementioned 18.5 acre - First Tract;

THENCE along the occupied east line of the beforementioned 18.5 acre tract, the beforementioned 37 acre tract (235/443) the beforementioned 222 acre tract and the west line of the now or formerly White, et al - 74 acre tract and the Dorothy Allen Dugger - 74 acre tract, adjacent to a fence, as follows:

S 01° 00′ 53" E 2310.22 feet to a crosstie fence corner marking the common occupied corner of the 74 acre tracts,

S 00° 55′ 19" E 1475.34 feet to a 3/4" iron pipe with 3" iron pipe found in concrete marking the occupied southeast corner of the 222 acre tract, from which a concrete monument bears S 19° 05′ 08" W 2.93 feet, and an 8" creosote post fence corner bears S 25° 11′ 56" W 1.5 feet;

THENCE S 88° 47′ 39" W along the re-established south line of the beforementioned 222 acre tract and along the north line of the H. L. Allen, Sr. 62.37 acre tract, and the beforementioned Paul Wayne Dugger - 67.50 acre tract adjacent to, south and north of a fence, for a distance of 2532.59 feet;

THENCE through the interior of the beforementioned 67.50 acre tract and the beforementioned 134.00 acre tract as follows:

S 07° 57′ 51" E 917.18 feet,
S 82° 02′ 09" W 100.00 feet,
N 07° 57′ 51" W 929.03 feet to the common line between the 67.50 acre tract and the beforementioned 222 acre tract;

THENCE along the re-established south line of the beforementioned 222 acre tract and the beforementioned 111 acre tract and along the north line of the beforementioned 67.50 acre tract, adjacent to a fence, as follows:

S 88° 47′ 39" W 1712.05 feet to a ½" iron rod found at a metal "T" post marking the common corner of the 67.50 acre tract and the 134.00 acre tract,

S 88° 29′ 43" W 744.28 feet to the re-established southwest corner of the 111 acre tract;

THENCE N 01° 16′ 22" W along the occupied west line of the beforementioned 111 acre tract and the beforementioned 222 acre tract, same being the east line of the called 417.89 acre tract described as Part 1 - Tract 1 - Volume 236, Page 394, of the Deed Records of Brazos County, Texas, adjacent to a fence at a distance of 10.9 feet, pass a 4" creosote post fence corner, continue on, for a total distance of 3303.96 feet to the re-established northeast corner of the 417.89 acre tract, same being the southeast corner of the beforementioned 202.20 acre tract, from which a crosstie (leaning) bears S 10° 16′ 22" E 1.0 feet;

THENCE S 88° 41′ 13" W along the common line between the beforementioned 202.20 acre tract and the beforementioned 417.89 acre tract, adjacent to a fence, for a distance of 2528.60 feet to a ½" iron rod found at a crosstie fence corner marking the southwest corner of the 202.20 acre tract and the southeast corner of the L. M. Lunsford 107.9 acre (NET) tract described in Volume 236, Page 394, of the Deed Records of Brazos County, Texas;

THENCE N 01° 54′ 43" W along the common line between the beforementioned 107.9 acre tract and the beforementioned 202.20 acre tract, adjacent to a fence, for a distance of 2311.31 feet to the re-established northeast corner of the 107.9 acre tract and the northwest corner of the 202.20 acre tract;

THENCE N 89° 23′ 25" E along the most westerly north line of the beforementioned 202.20 acre tract, adjacent to a fence, for a distance of 743.00 feet to a 1" iron pipe found at a 6" creosote post fence corner (broken) marking the interior ell corner of the 202.20 acre tract;

THENCE N 00° 51′ 45" W along the common line between the beforementioned 202.20 acre tract and the 140 acre tract described in Volume 233, Page 269, of the Deed Records of Brazos County, Texas, for a distance of 818.42 feet and corner;

THENCE N 88° 54′ 02" E across the beforementioned 202.20 acre tract, the beforementioned 450 acre tract and across the Navasota River at a distance of 1712.96 feet, cross the common line between the 202.20 acre tract and the beforementioned 450 acre tract, continue on at a distance of 6163 feet, cross the westerly bank of the Navasota River, continue on across said River for a total distance of 6234.02 feet to the easterly bank of the Navasota River;

THENCE along the meanders of the easterly bank (Grimes County side) of the Navasota River as located in October, 1993 and April, 1994, as follows:

S 26° 32′ 52" E 48.85 feet,
S 23° 57′ 52" W 127.91 feet,
S 59° 48′ 01" W 320.30 feet,
S 10° 08′ 22" W 239.23 feet,
S 21° 53′ 34" E 245.15 feet,
S 46° 27′ 34" E 126.99 feet,
S 80° 20′ 48" E 188.09 feet,
N 42° 19′ 00" E 123.51 feet,
N 55° 14′ 16" E 354.74 feet,
N 71° 44′ 39" E 140.51 feet,
S 66° 55′ 17" E 183.80 feet,
S 32° 14′ 06" E 152.26 feet,
S 02° 50′ 51" E 156.13 feet,
S 22° 44′ 55" W 147.80 feet,
S 49° 40′ 31" W 110.10 feet,
S 73° 36′ 30" W 111.26 feet,
S 50° 13′ 41" W 187.90 feet,
S 01° 36′ 18" W 89.07 feet,
S 23° 13′ 47" E 122.60 feet,
S 30° 03′ 04" E 141.19 feet,
S 70° 55′ 49" E 209.09 feet,
S 52° 24′ 17" E 132.36 feet,
S 37° 06′ 40" E 398.28 feet,
S 27° 31′ 41" E 425.26 feet,
S 31° 22′ 50" E 60.46 feet,
N 53° 33′ 43" E 152.64 feet,
N 74° 48′ 58" E 71.78 feet,
S 62° 53′ 53" E 183.82 feet,
S 11° 06′ 49" E 91.85 feet,
S 16° 41′ 13" E 35.07 feet;

THENCE S 89° 38' 46" W across the Navasota River, at a distance of 75.6 feet, pass the southeast corner of the beforementioned 450 acre tract on the westerly bank of the Navasota River, continue on, adjacent to the remnants of a fence, along the south line of the 450 acre tract for a total distance of 925.86 feet to the **PLACE OF BEGINNING**, containing 912.00 acres of land, more or less.

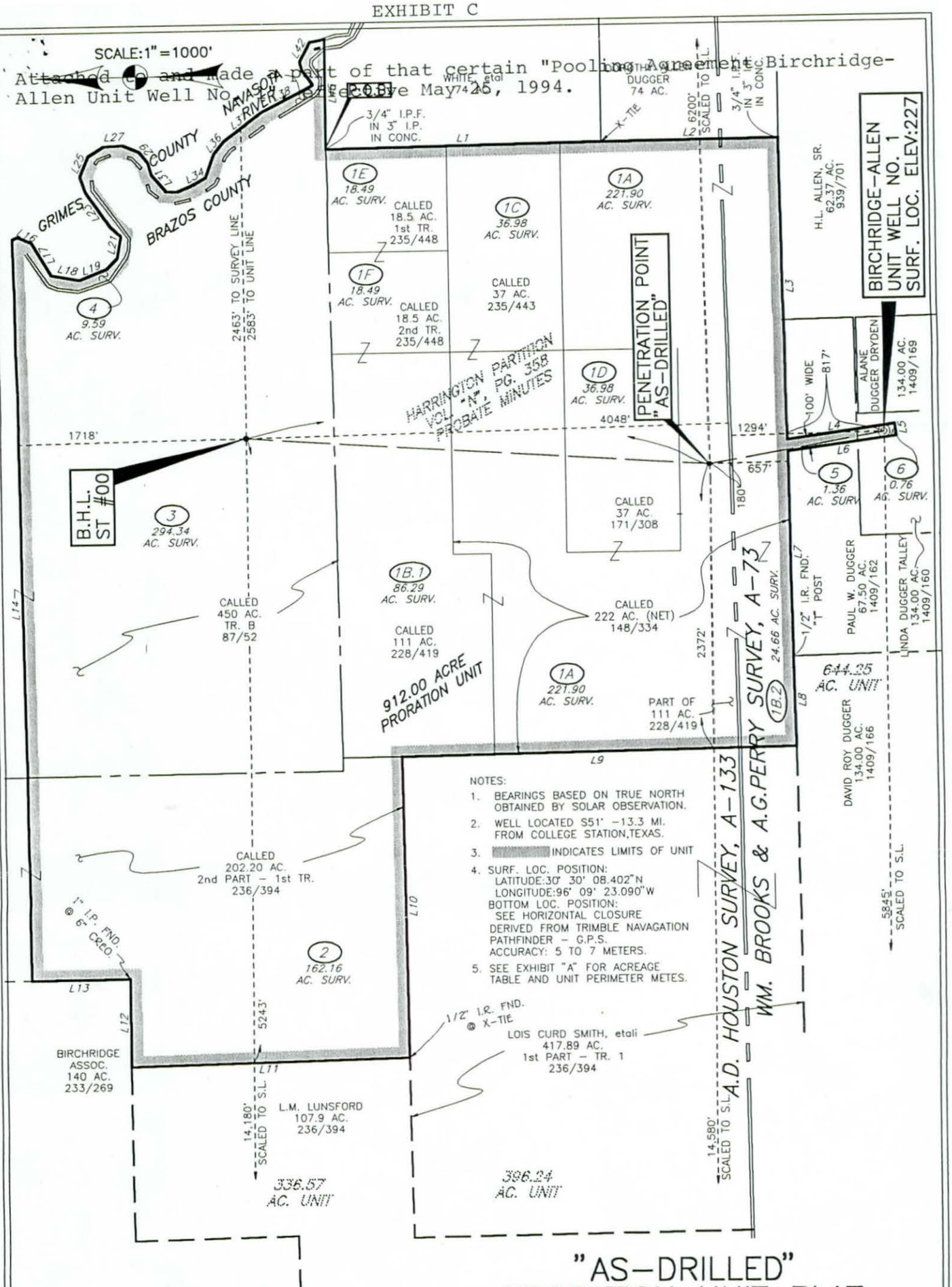
Bearings based on True North, as obtained by Solar Observation

Prepared 11/03/93
Revised: 11/22/93 - increased unit to 765.09 acres.
Revised: 04/26/94 - increased unit to 912.00 acres.

kes93-03b:\birchrdg.912

EXHIBIT C

Attached to and made a part of that certain "Pooling Agreement Birchridge-Allen Unit Well No. 1" dated effective May 25, 1994.



"AS-DRILLED" PRORATION UNIT PLAT

PURSUANT TO STATEWIDE RULE 86
FOR GIDDINGS(AUSTIN CHALK-3) FIELD

BIRCHRIDGE-ALLEN UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

A.D. HOUSTON SURVEY, A-133
WM. BROOKS &
A.G. PERRY SURVEY, A-73
BRAZOS & GRIMES COUNTIES, TEXAS
SCALE:1"=1000' NOVEMBER, 1993

A.P.I. #42-041-31790
HORIZONTAL CLOSURE:
ST #00 = N 03°35' E~3882'
SURF. LOC. TO AS-DRILLED PEN. PT.: N 10°10' W~1492'
PRORATION UNIT PLAT
PREPARED:02/18/94
REVISED: 04/20/94
EXPANDED TO 912.00 AC UNIT

SURVEYED: OCTOBER, 1993

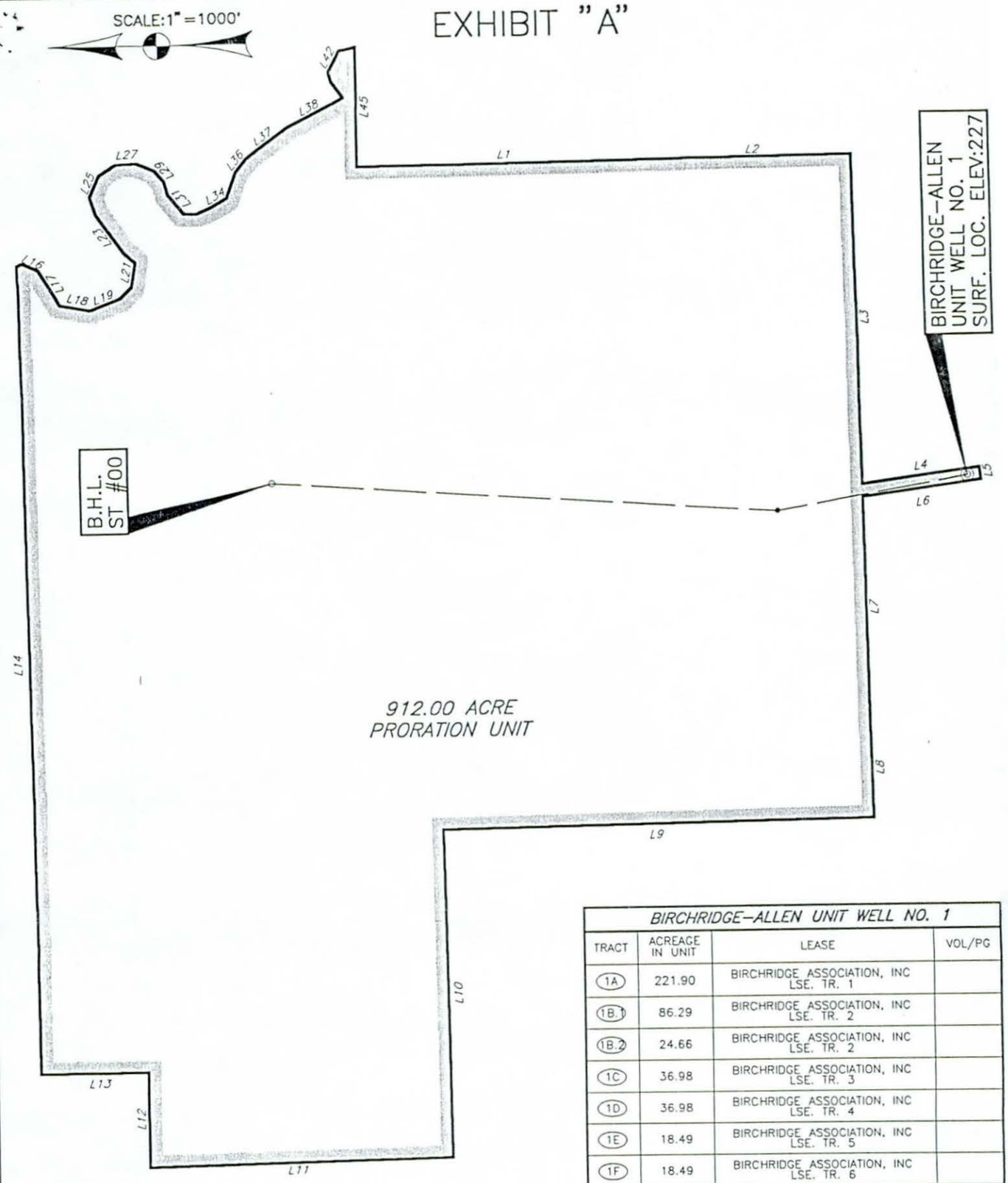
STATE OF TEXAS
REGISTERED
S.M. KLING
2003
PROFESSIONAL
LAND SURVEYOR

BY: S.M. KLING R.P.L.S. NO. 2003

F:\DWG1\041\MILLICAN

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

EXHIBIT "A"



BIRCHRIDGE-ALLEN UNIT WELL NO. 1			
TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
1A	221.90	BIRCHRIDGE ASSOCIATION, INC LSE. TR. 1	
1B.1	86.29	BIRCHRIDGE ASSOCIATION, INC LSE. TR. 2	
1B.2	24.66	BIRCHRIDGE ASSOCIATION, INC LSE. TR. 2	
1C	36.98	BIRCHRIDGE ASSOCIATION, INC LSE. TR. 3	
1D	36.98	BIRCHRIDGE ASSOCIATION, INC LSE. TR. 4	
1E	18.49	BIRCHRIDGE ASSOCIATION, INC LSE. TR. 5	
1F	18.49	BIRCHRIDGE ASSOCIATION, INC LSE. TR. 6	
2	162.16	LINDA BRAMLETT HUGHES and husband, JERRY HUGHES	1212/049
3	294.34	MRS. W.R. ALLEN & ALTA ALLEN WILSON	1205/838
4	9.59	STATE OF TEXAS-NAVASOTA RIVER	
5	1.36	PAUL WAYNE DUGGER	
6	0.76	LINDA DUGGER TALLEY	
912.00 TOTAL ACRES IN UNIT.			

UNIT PERIMETER METES:

LINE	BEARING	DIST.
1	S 01°00'53"E	2310.22
2	S 00°55'19"E	1475.34
3	S 88°47'39"W	2532.59
4	S 07°57'51"E	917.18
5	S 82°02'09"W	100.00
6	N 07°57'51"W	929.03
7	S 88°47'39"W	1712.05
8	S 88°29'43"W	744.28
9	N 01°16'22"W	3303.96
10	S 88°41'13"W	2528.60
11	N 01°54'43"W	2311.31
12	N 89°23'25"E	743.00
13	N 00°51'45"W	818.42
14	N 88°54'02"E	6234.02
15	S 26°32'52"E	48.85
16	S 23°57'52"W	127.91
17	S 59°48'01"W	320.30
18	S 10°08'22"W	239.23
19	S 21°53'34"E	245.15
20	S 46°27'34"E	126.99
21	S 80°20'48"E	188.09
22	N 42°19'00"E	123.51
23	N 55°14'16"E	354.74
24	N 71°44'39"E	140.51
25	S 66°55'17"E	183.80
26	S 32°14'06"E	152.26
27	S 02°50'51"E	156.13
28	S 22°44'55"W	147.80
29	S 49°40'31"W	110.10
30	S 73°36'30"W	111.26
31	S 50°13'41"W	187.90
32	S 01°36'18"W	89.07
33	S 23°13'47"E	122.60
34	S 30°03'04"E	111.19
35	S 70°55'49"E	209.09
36	S 52°24'17"E	132.36
37	S 37°06'40"E	398.28
38	S 27°31'41"E	425.26
39	S 31°22'50"E	60.46
40	N 53°33'43"E	152.64
41	N 74°48'58"E	71.78
42	S 62°53'53"E	183.82
43	S 11°06'49"E	91.85
44	S 16°41'13"E	35.07
45	S 89°38'46"W	925.86

PRORATION UNIT PLAT
PREPARED:02/18/94

REVISED: 04/20/94
EXPANDED TO 912.00 AC UNIT

EXHIBIT "A"

BIRCHRIDGE-ALLEN UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

A.D. HOUSTON SURVEY, A-133
WM. BROOKS &
A.G. PERRY SURVEY, A-73
BRAZOS & GRIMES COUNTIES, TEXAS

SCALE:1" = 1000' NOVEMBER, 1993

F:\DWG1\041\MILLICAN

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

(9) M-95404

Pooling Agreement

FILED: 10-27-94

551927

DESIGNATION OF UNIT

BIRCHRIDGE-ALLEN UNIT WELL NO. 1

FILED
94 APR 29 PM 1:08
Mary Lynn Wheeler, CO. CLERK
BRAZOS COUNTY COURTHOUSE
BRYAN, TEXAS
BY DEPUTY

STATE OF TEXAS

COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of valid and subsisting oil, gas, and mineral leases listed in Exhibit "A", attached hereto and made a part hereof, insofar as said oil, gas, and mineral leases cover and affect the land and depths described on Exhibit "B", attached hereto and made a part hereof, do, by virtue of the authority conferred by the terms of such oil, gas, and mineral leases and all amendments and corrections thereto, hereby pool, consolidate, combine, and unitize said oil, gas, and mineral leases, the leasehold rights, overriding royalty, and royalty interests therein and thereunder, for the purpose of drilling for, development, and production of oil, gas, and liquid hydrocarbons (including condensate, distillate, and other liquids). The unit (hereinafter "Unit") shall be comprised of the land and interval described on the attached Exhibit "B", as depicted on the Plat attached hereto as Exhibit "C".

If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair, or invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.

This Designation of Unit covers all production from the land and depths described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit area. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

The undersigned reserves the right to amend this Designation of Unit from time to time, and at any time, in order to correct any error herein or to include in this Unit any newly acquired interests within the Unit boundaries or to enlarge or reduce the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the subject leases, by appropriate amendments or instruments.

By execution of this Designation of Unit, the undersigned do not exhaust their right to pool the leases and lands hereinabove described with other leases and lands as to any other minerals, horizon, or strata covered thereby, and they expressly reserve to themselves, their assignees, or successors in interest, the right and power to pool or unitize the above described leases and lands with any other leases, lands, horizons, or strata in the vicinity and so far as the power, right, and authority to do so is granted in the subject leases and various agreements and so long as such power and authority is exercised in accordance with applicable rules and regulations of any governmental regulatory body or agency having jurisdiction.

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals of this instrument may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument. This Unit may not be ratified or joined in by any party who is not named hereinbelow without the consent of the parties hereto.

The Unit hereby created shall be effective as of the date operations are commenced anywhere on the Unit; provided that, if a lease covered hereby prescribes another date on which pooling shall become effective, the Unit shall be effective as to such lease on such other date. The Unit shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the leases covering the Unit are maintained in force by payment or tender of shut-in royalties or by other means, in accordance with the terms of said leases.

IN WITNESS WHEREOF, this Designation of Unit is executed on this 28 day of April, 1994.

UNION PACIFIC RESOURCES COMPANY

By: Carolyn J. David
Its: Attorney-in-Fact

TORCH ENERGY ASSOCIATES LTD.

By: _____
Its: _____

NUEVO ENERGY COMPANY

By: _____
Its: _____

SINCLAIR OIL CORPORATION

By: Kenneth R. Smith
Its: VICE PRESIDENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 28 day of April, 1994, by Carolyn J. David, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.

MELANIE G. BOLLINGER
Notary Public
STATE OF TEXAS
My Comm. Exp. 01/26/98

Melanie G. Bollinger
Notary Public in and for the
State of Texas
My commission expires: 1/26/98

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the _____ day of _____, 1994, by _____, the _____ of TORCH ENERGY ASSOCIATES LTD., a Texas limited partnership, on behalf of said partnership.

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

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the _____ day of _____, 1994, by _____, the _____ of NUEVO ENERGY COMPANY, a Delaware corporation, on behalf of said corporation.

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

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 28th day of April, 1994, by Kenneth J. Smith, the Vice President of SINCLAIR OIL CORPORATION, a Wyoming corporation, on behalf of said corporation.

Leigh M. Kauffman
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/11/95

Leigh M. Kauffman
Notary Public in and for the
State of _____
My commission expires:_____

Law Department Approved
DESUNIT.1 (Revised 4/4/94)

EXHIBIT "A"

Attached to and made a part of that certain "Designation of Unit-Birchridge-Allen Unit Well No. 1", dated April 28, 1994.

LESSOR: Birchridge Association, Inc.
LESSEE: Union Pacific Resources Company TX1-49162(1)
DATE: June 29, 1993
RECORDED: Volume 1976, Page 127, Official Records, Brazos County, Texas.

LESSOR: Mrs. W.R. Allen and Alta Allen Wilson
LESSEE: Union Pacific Resources Company TX1-41297
DATE: July 26, 1990
RECORDED: Volume 1205, Page 838, Official Records, Brazos County, Texas.

LESSOR: Linda Bramlett Hughes et vir, Jarry Hughes
LESSEE: Union Pacific Resources Company TX1-41846
DATE: August 15, 1990
RECORDED: Volume 1212, Page 049, Official Records, Brazos County, Texas.

LESSOR: Roger Sloan Williams aka Sloan Williams
LESSEE: Union Pacific Resources Company TX1-49162(2)
DATE: August 10, 1993
RECORDED: Volume 1925, Page 99, Official Records, Brazos County, Texas.

LESSOR: Knox T. Williams, III
LESSEE: Union Pacific Resources Company TX1-49162(3)
DATE: August 10, 1993
RECORDED: Volume 1925, Page 102, Official Records, Brazos County, Texas.

LESSOR: F.L. Pool aka Fletcher L. Pool
LESSEE: Union Pacific Resources Company TX1-49162(4)
DATE: August 10, 1993
RECORDED: Volume 1925, Page 88, Official Records, Brazos County, Texas.

LESSOR: Millican Land and Royalty Trust
LESSEE: Union Pacific Resources Company TX1-49162(5)
DATE: August 10, 1993
RECORDED: Volume 2027, Page 158, Official Records, Brazos County, Texas.

LESSOR: Linda Dugger Talley
LESSEE: Union Pacific Resorces Company TX1-47029(2)
DATE: September 8, 1993
RECORDED: Volume 1925, Page 77, Official Records, Brazos County, Texas.

LESSOR: William B. Anderson
LESSEE: Union Pacific Resources Company TX1-47029(1)
DATE: January 6, 1993
RECORDED: Volume 1737, Page 203, Official Records, Brazos County, Texas.

LESSOR: Paul Wayne Dugger
LESSEE: Union Pacific Resources Company TX1-47029(5)
DATE: September 8, 1993
RECORDED: Volume 1925, Page 77, Official Records, Brazos County, Texas.

LESSOR: The State of Texas
LESSEE: Union Pacific Resources Company TX2-60571
DATE: October 19, 1993
RECORDED: Volume 2016, Page 141, Official Records, Brazos County, Texas.

EXHIBIT "B"

Attached to and made a part of that certain "Designation of Unit - Birchridge-Allen Unit Well No. 1", dated April 28, 1994.

Birchridge-Allen Unit Well No. 1
912.00 Acre Unit
Union Pacific Resources Company
Andrew D. Houston Survey, A-133
Wm. Brooks & A. G. Perry Survey, A-73
Brazos County, Texas

Field notes of a 912.00 acre tract or parcel of land, lying and being situated in the Andrew D. Houston Survey, Abstract No. 133 and the Wm. Brooks & A. G. Perry Surveys, Abstract No. 73, Brazos County, Texas, and consisting of the following tracts:

All of the called 222 acre (NET) tract described in the deed from Knox T. Williams, Jr., et al to Burk's Ridge Hunting Club, as recorded in Volume 148, Page 334, of the Deed Records of Brazos County, Texas;

All of the called 111 acre tract described in the deed from J. Walter Smith to Trustees for Burk's Ridge Hunting Club, as recorded in Volume 228, Page 419, of the Deed Records of Brazos County, Texas;

All of the called 37 acre tract described in the deed from William G. Breazeale to Birchridge Association, as recorded in Volume 235, Page 443, of the Deed Records of Brazos County, Texas;

All of the called 37 acre tract described in the deed from Allen Smith to Birchridge Association, as recorded in Volume 171, Page 308, of the Deed Records of Brazos County, Texas;

All of the called 18.5 acre - First Tract and all of the called 18.5 acre - Second Tract described in the deed from Wm. G. Breazeale to Birchridge Association, as recorded in Volume 235, Page 448, of the Deed Records of Brazos County, Texas;

Part of the called 202.20 acre Second Part - First Tract described in the Partition Deed to Linda Bramlett Hughes, as recorded in Volume 236, Page 394, of the Deed Records of Brazos County, Texas;

Part of the called 67.50 acre tract described in the deed from Dorothy Allen Dugger to Paul Wayne Dugger, as recorded in Volume 1409, Page 162, of the Official Records of Brazos County, Texas;

Part of the called 134.00 acre tract described in the deed from Dorothy Allen Dugger to Linda Dugger Talley, as recorded in Volume 1409, Page 159, of the Official Records of Brazos County, Texas;

And part of the called 450 acre - Tract "b" described in the deed from Martin B. Allen to W. R. Allen, as recorded in Volume 87, Page 52, of the Deed Records of Brazos County, Texas, and all of the Navasota River which adjoins this 912.00 acre tract, and said 912.00 acre tract being more particularly described as follows:

BEGINNING at the 3/4" iron pipe with a 3" iron pipe found at a 6" creosote post fence corner marking the occupied northeast corner of the beforementioned 18.5 acre - First Tract;

THENCE along the occupied east line of the beforementioned 18.5 acre tract, the beforementioned 37 acre tract (235/443) the beforementioned 222 acre tract and the west line of the now or formerly White, et al - 74 acre tract and the Dorothy Allen Dugger - 74 acre tract, adjacent to a fence, as follows:

Birchridge-Allen Unit Well No. 1
912.00 Acre Unit
Union Pacific Resources Company
Andrew D. Houston Survey, A-133
Brazos County, Texas
Continued - Page 2

S 01° 00' 53" E 2310.22 feet to a crosstie fence corner marking the common occupied corner of the 74 acre tracts,

S 00° 55' 19" E 1475.34 feet to a 3/4" iron pipe with 3" iron pipe found in concrete marking the occupied southeast corner of the 222 acre tract, from which a concrete monument bears S 19° 05' 08" W 2.93 feet, and an 8" creosote post fence corner bears S 25° 11' 56" W 1.5 feet;

THENCE S 88° 47' 39" W along the re-established south line of the beforementioned 222 acre tract and along the north line of the H. L. Allen, Sr. 62.37 acre tract, and the beforementioned Paul Wayne Dugger - 67.50 acre tract adjacent to, south and north of a fence, for a distance of 2532.59 feet;

THENCE through the interior of the beforementioned 67.50 acre tract and the beforementioned 134.00 acre tract as follows:

S 07° 57' 51" E 917.18 feet,
S 82° 02' 09" W 100.00 feet,
N 07° 57' 51" W 929.03 feet to the common line between the 67.50 acre tract and the beforementioned 222 acre tract;

THENCE along the re-established south line of the beforementioned 222 acre tract and the beforementioned 111 acre tract and along the north line of the beforementioned 67.50 acre tract, adjacent to a fence, as follows:

S 88° 47' 39" W 1712.05 feet to a ½" iron rod found at a metal "T" post marking the common corner of the 67.50 acre tract and the 134.00 acre tract,

S 88° 29' 43" W 744.28 feet to the re-established southwest corner of the 111 acre tract;

THENCE N 01° 16' 22" W along the occupied west line of the beforementioned 111 acre tract and the beforementioned 222 acre tract, same being the east line of the called 417.89 acre tract described as Part 1 - Tract 1 - Volume 236, Page 394, of the Deed Records of Brazos County, Texas, adjacent to a fence at a distance of 10.9 feet, pass a 4" creosote post fence corner, continue on, for a total distance of 3303.96 feet to the re-established northeast corner of the 417.89 acre tract, same being the southeast corner of the beforementioned 202.20 acre tract, from which a crosstie (leaning) bears S 10° 16' 22" E 1.0 feet;

THENCE S 88° 41' 13" W along the common line between the beforementioned 202.20 acre tract and the beforementioned 417.89 acre tract, adjacent to a fence, for a distance of 2528.60 feet to a ½" iron rod found at a crosstie fence corner marking the southwest corner of the 202.20 acre tract and the southeast corner of the L. M. Lunsford 107.9 acre (NET) tract described in Volume 236, Page 394, of the Deed Records of Brazos County, Texas;

Birchridge-Allen Unit Well No. 1
912.00 Acre Unit
Union Pacific Resources Company
Andrew D. Houston Survey, A-133
Brazos County, Texas
Continued - Page 3

THENCE N 01° 54' 43" W along the common line between the beforementioned 107.9 acre tract and the beforementioned 202.20 acre tract, adjacent to a fence, for a distance of 2311.31 feet to the re-established northeast corner of the 107.9 acre tract and the northwest corner of the 202.20 acre tract;

THENCE N 89° 23' 25" E along the most westerly north line of the beforementioned 202.20 acre tract, adjacent to a fence, for a distance of 743.00 feet to a 1" iron pipe found at a 6" creosote post fence corner (broken) marking the interior ell corner of the 202.20 acre tract;

THENCE N 00° 51' 45" W along the common line between the beforementioned 202.20 acre tract and the 140 acre tract described in Volume 233, Page 269, of the Deed Records of Brazos County, Texas, for a distance of 818.42 feet and corner;

THENCE N 88° 54' 02" E across the beforementioned 202.20 acre tract, the beforementioned 450 acre tract and across the Navasota River at a distance of 1712.96 feet, cross the common line between the 202.20 acre tract and the beforementioned 450 acre tract, continue on at a distance of 6163 feet, cross the westerly bank of the Navasota River, continue on across said River for a total distance of 6234.02 feet to the easterly bank of the Navasota River;

THENCE along the meanders of the easterly bank (Grimes County side) of the Navasota River as located in October, 1993 and April, 1994, as follows:

S 26° 32' 52" E 48.85 feet,
S 23° 57' 52" W 127.91 feet,
S 59° 48' 01" W 320.30 feet,
S 10° 08' 22" W 239.23 feet,
S 21° 53' 34" E 245.15 feet,
S 46° 27' 34" E 126.99 feet,
S 80° 20' 48" E 188.09 feet,
N 42° 19' 00" E 123.51 feet,
N 55° 14' 16" E 354.74 feet,
N 71° 44' 39" E 140.51 feet,
S 66° 55' 17" E 183.80 feet,
S 32° 14' 06" E 152.26 feet,
S 02° 50' 51" E 156.13 feet,
S 22° 44' 55" W 147.80 feet,
S 49° 40' 31" W 110.10 feet,
S 73° 36' 30" W 111.26 feet,
S 50° 13' 41" W 187.90 feet,
S 01° 36' 18" W 89.07 feet,
S 23° 13' 47" E 122.60 feet,
S 30° 03' 04" E 141.19 feet,
S 70° 55' 49" E 209.09 feet,
S 52° 24' 17" E 132.36 feet,
S 37° 06' 40" E 398.28 feet,
S 27° 31' 41" E 425.26 feet,
S 31° 22' 50" E 60.46 feet,
N 53° 33' 43" E 152.64 feet,
N 74° 48' 58" E 71.78 feet,
S 62° 53' 53" E 183.82 feet,
S 11° 06' 49" E 91.85 feet,
S 16° 41' 13" E 35.07 feet;

Birchridge-Allen Unit Well No. 1
912.00 Acre Unit
Union Pacific Resources Company
Andrew D. Houston Survey, A-133
Brazos County, Texas
Continued - Page 4

THENCE S 89° 38' 46" W across the Navasota River, at a distance of 75.6 feet, pass the southeast corner of the beforementioned 450 acre tract on the westerly bank of the Navasota River, continue on, adjacent to the remnants of a fence, along the south line of the 450 acre tract for a total distance of 925.86 feet to the PLACE OF BEGINNING, containing 912.00 acres of land, more or less.

Bearings based on True North, as obtained by Solar Observation

Prepared 11/03/93
Revised: 11/22/93 - Increased unit to 765.09 acres.
Revised: 04/26/94 - Increased unit to 912.00 acres.

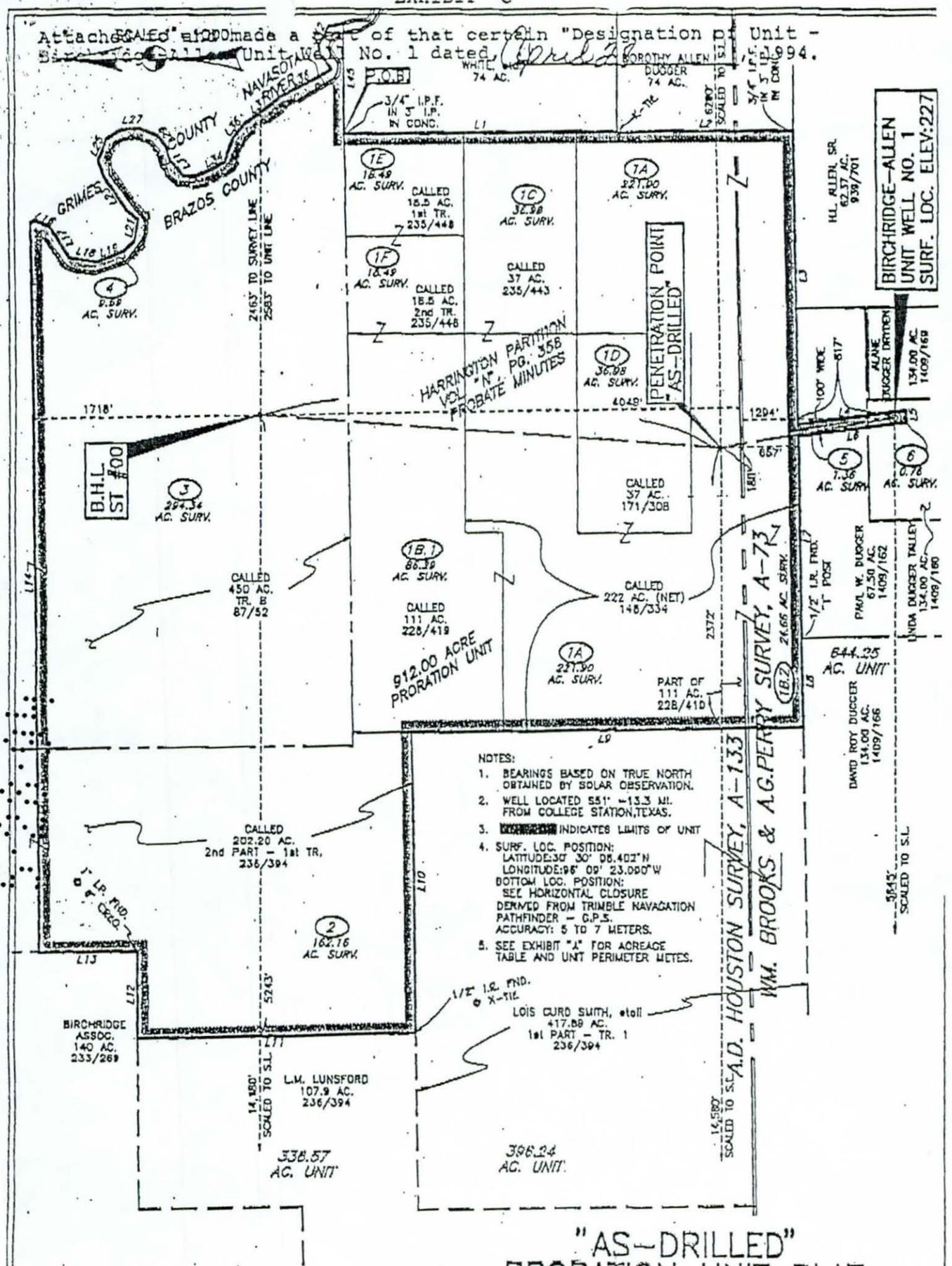
kes93-03b\birchrdg.912

LIMITED TO THE AUSTIN CHALK FORMATION, as found between 11,080' and 11,603' in the C.R.L. Resources, Walker No. 1 Well, located 4,409' FSL and 1,900' FNWL, A.D. Houston Survey, A-133, Brazos County, Texas.

KLING ENGINEERING AND SURVEYING
BRYAN, TEXAS

EXHIBIT "C"

Attached hereto and made a part of that certain "Designation of Unit - Birchridge-Allen Unit Well No. 1 dated April 28, 1994.



NOTES:

1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED S51° -13.3 MI. FROM COLLEGE STATION, TEXAS.
3. [redacted] INDICATES LIMITS OF UNIT
4. SURF. LOC. POSITION:
   LATITUDE:30° 30' 05.402"N
   LONGITUDE:96° 09' 23.000"W
   BOTTOM LOC. POSITION:
   SEE HORIZONTAL CLOSURE
   DERIVED FROM TRIMBLE NAVAGATION PATHFINDER - G.P.S.
   ACCURACY: 5 TO 7 METERS.
5. SEE EXHIBIT "A" FOR ACREAGE TABLE AND UNIT PERIMETER METES.

"AS-DRILLED" PRORATION UNIT PLAT

PURSUANT TO STATEWIDE RULE 86
FOR GIDDINGS(AUSTIN CHALK-3) FIELD

BIRCHRIDGE-ALLEN UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY

A.D. HOUSTON SURVEY, A-133
WM. BROOKS &
A.G. PERRY SURVEY, A-73
BRAZOS & GRIMES COUNTIES, TEXAS
SCALE:1"=1000' NOVEMBER, 1993

A.P.I. #42-041-31790
HORIZONTAL CLOSURE:
ST #00 = N 03°35' E~3882'
SURF. LOC. TO AS-DRILLED PEN. PT.:
N 10°10' W~1492'
PRORATION UNIT PLAT
PREPARED:02/18/94
REVISED: 04/20/94
EXPANDED TO 912.00 AC UNIT

SURVEYED: OCTOBER, 1993

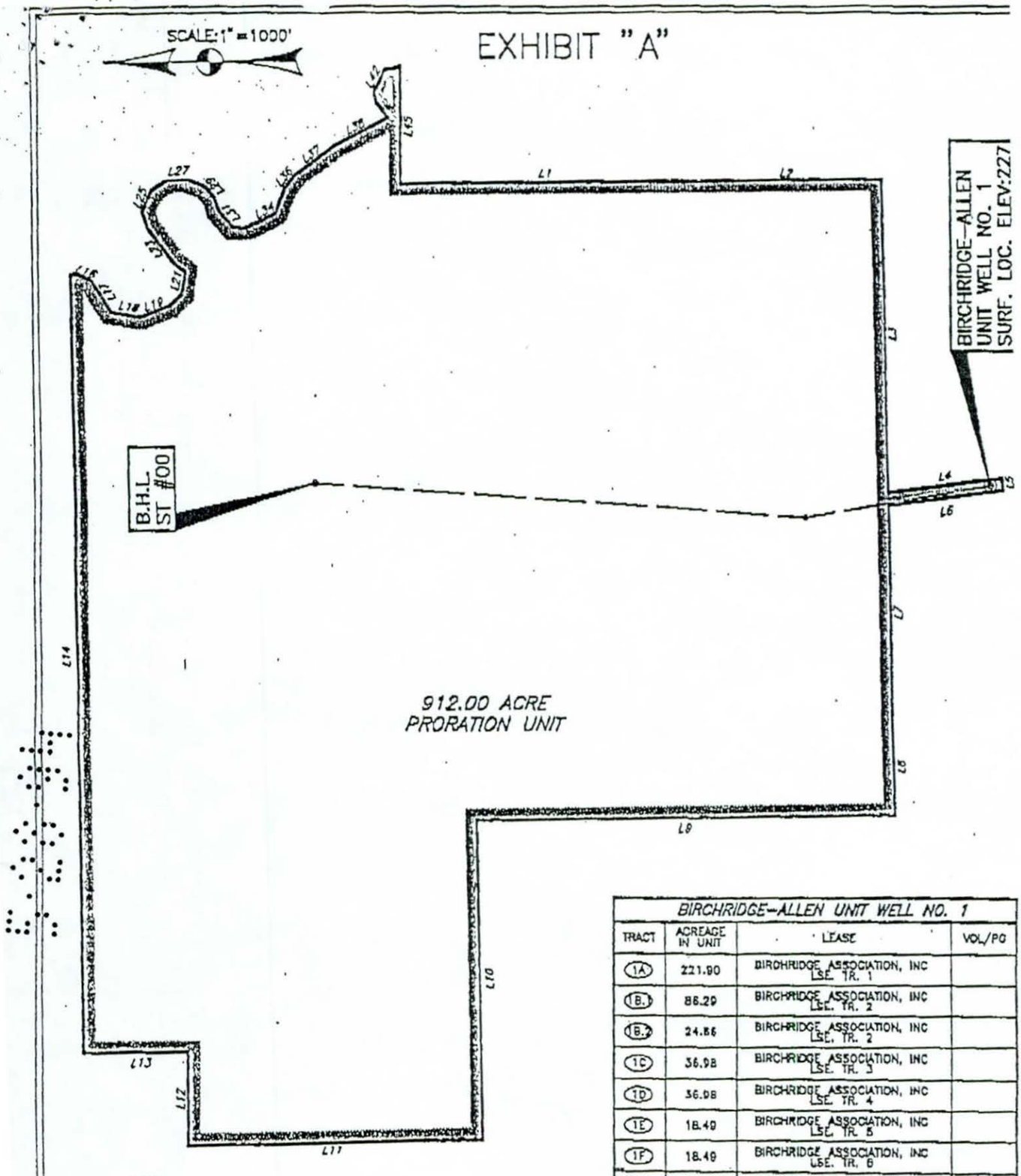
STATE OF TEXAS
REGISTERED
S.M. KLING
2003
PROFESSIONAL
LAND SURVEYOR

BY: S.M. KLING R.P.L.S. NO. 2003

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

PAGE 1 OF 2

EXHIBIT "A"



BIRCHRIDGE-ALLEN UNIT WELL NO. 1			
TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
1A	221.90	BIRCHRIDGE ASSOCIATION, INC LSE. TR. 1	
1B.1	86.29	BIRCHRIDGE ASSOCIATION, INC LSE. TR. 2	
1B.2	24.86	BIRCHRIDGE ASSOCIATION, INC LSE. TR. 2	
1C	36.98	BIRCHRIDGE ASSOCIATION, INC LSE. TR. 3	
1D	36.98	BIRCHRIDGE ASSOCIATION, INC LSE. TR. 4	
1E	18.49	BIRCHRIDGE ASSOCIATION, INC LSE. TR. 5	
1F	18.49	BIRCHRIDGE ASSOCIATION, INC LSE. TR. 6	
2	162.16	LINDA BRAMLETT HUGHES and husband, JERRY HUGHES	1212/049
3	294.34	MRS. W.R. ALLEN & ALTA ALLEN WILSON	1205/838
4	9.59	STATE OF TEXAS-NAVASOTA RIVER	
5	1.38	PAUL WAYNE DUGGER	
6	0.76	LINDA DUGGER TALLEY	
912.00 TOTAL ACRES IN UNIT.			

UNIT PERIMETER METES:

LINE	BEARING	DIST.
1	S 01°00'53"E	2310.22
2	S 00°55'19"E	1475.34
3	S 88°47'39"W	2532.59
4	S 07°57'51"E	917.18
5	S 62°02'09"W	100.00
6	N 07°57'51"W	939.03
7	S 88°47'39"W	1712.05
8	S 88°29'43"W	744.38
9	N 01°16'22"W	3303.96
10	S 88°41'13"W	2522.60
11	N 01°34'43"W	2311.31
12	N 88°23'25"E	743.00
13	N 00°51'45"W	818.42
14	N 88°54'02"E	6234.02
15	S 26°32'52"E	48.85
16	S 23°57'52"W	127.91
17	S 58°48'01"W	320.30
18	S 10°08'22"W	238.23
19	S 21°53'34"E	245.15
20	S 46°27'34"E	126.99
21	S 80°20'48"E	188.09
22	N 43°18'00"E	123.51
23	N 55°14'16"E	354.74
24	N 71°44'39"E	140.51
25	S 66°55'17"E	183.80
26	S 32°14'06"E	152.26
27	S 02°50'51"E	156.13
28	S 28°44'55"W	147.80
29	S 49°40'31"W	110.10
30	S 73°36'30"W	111.26
31	S 50°13'41"W	187.90
32	S 01°36'18"W	89.07
33	S 23°13'47"E	122.60
34	S 30°03'04"E	141.19
35	S 70°55'49"E	209.09
36	S 52°24'17"E	132.36
37	S 37°05'40"E	398.28
38	S 27°31'41"E	425.26
39	S 31°22'50"E	60.46
40	N 53°33'43"E	152.64
41	N 74°48'58"E	71.78
42	S 62°53'53"E	183.82
43	S 11°06'48"E	91.85
44	S 16°41'13"E	35.07
45	S 89°38'46"W	925.86

PRORATION UNIT PLAT
PREPARED:02/18/94

REVISED: 04/20/94
EXPANDED TO 912.00 AC UNIT

EXHIBIT "A"

BIRCHRIDGE-ALLEN UNIT WELL NO. 1

UNION PACIFIC RESOURCES COMPANY
A.D. HOUSTON SURVEY, A-133
WM. BROOKS &
A.G. PERRY SURVEY, A-73
BRAZOS & GRIMES COUNTIES, TEXAS

SCALE:1"=1000' NOVEMBER, 1993

D:\DWG\941\MILLIGAN

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

R-95%

#33 UNIT

2:59:3P

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

February 3, 2004

CERTIFIED MAIL 70000520002456314050

ANADARKO PETROLEUM CORPORATION
PO BOX 1330 ATTEN: CHARMAIN
HOUSTON, TX 77251-1330

RE: Notice of underpayment on State Lease(s) 095404

Dear Ms. MARTIN:

The Royalty Audit Division of the Texas General Land Office has completed a limited review of the above-referenced lease operated by ANADARKO PETROLEUM CORPORATION. Through this review, it was determined that $4,073.38 has been underpaid to the State for the reporting period SEPTEMBER 1998 through AUGUST 2001. This amount is comprised of $1,036.71 in additional royalty, $2,500.00 in penalty, and $536.67 in interest, which has been computed through 2/27/2004, in accordance with Section 52.131 of the Texas Natural Resources Code.

The following documents are attached in support of our findings:

A brief summary of our review (Attachment I);

Schedule supporting our royalty, penalty, and interest calculation (Attachment II); and

Procedures used for assessment of penalties and interest (Attachment III).

To ensure your company remains in good standing with the General Land Office, please respond to this notice within 25 days of the above date. If your records reflect this royalty has been paid, please provide us with documentation of payments made and remittance dates. Payment of this notice should be submitted separately from monthly royalty payments you may be remitting. In order to ensure proper credit, your payment should be mailed to my attention along with a copy of this letter.

This notice in no way precludes the General Land Office from pursuing any claim or remedy related to this royalty payment, including filing a statutory first lien on all production pursuant to Texas Natural Resources Code section 52.136. Additionally, this notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Natural Resources Code and, consequently, does not preclude the General Land Office from conducting further examinations of this or other leases operated and/or reported by ANADARKO PETROLEUM CORPORATION or from examining these or other issues and time periods in a future inspection of your books, accounts, reports, or other records.

If you have any questions, please call me at (512) 475-2317.

Sincerely,

Metha Kester

Metha Kester, Accounts Examiner
Royalty Management
Energy Resources Division

ATTACHMENT I

REVIEW SUMMARY

State Lease: 095404

We have reviewed our records for the period of 9/1998 through 8/2001 to determine whether or not royalty for oil and gas has been reported and paid correctly with respect to volume and price. Volumes reported to the Texas General Land Office (TGLO) were compared to volumes reported to the Texas Railroad Commission (TRRC) with any differences being noted. We also reviewed the lease agreement to determine if payment for the aforementioned is due.

As a result of our review it was found that lease use had not been paid for the months billed under each unit. The oil billing represents an under payment of royalty on the months billed.

We have concluded that additional royalty is due in the following amount.

Oil Summary

Royalty	Penalty	Interest	Total
$389.44	$800.00	$191.37	$1,380.81

Gas Summary

Royalty	Penalty	Interest	Total
$647.27	$1,700.00	$345.30	$2,692.57

Oil & Gas Summary

Royalty	Penalty	Interest	Total
$1,036.71	$2,500.00	$536.67	$4,073.38

ATTACHMENT III

SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES FOR DELINQUENT ROYALTIES AND DELINQUENT REQUIRED REPORTS OR DOCUMENTS

	DUE BEFORE 10-1-75 (Production Prior to 8-1-75)	DUE AFTER 10-1-75 AND BEFORE 9-1-85 (Production 8-1-75 thru 6-30-85)	DUE AFTER 9-1-85 (Production 7-1-85 Forward)
PENALTY (3)			
• For delinquent royalty	NONE	The greater of 1% of the delinquent amount or $5.00 for each 30-day delinquency	For delinquencies of 30 days or less, the greater of 5% of the delinquent amount or $25.00
• For delinquent report, affidavit, or other document	NONE	$5.00 per document for each 30-day period of delinquency	For delinquencies of more than 30 days, the greater of 10% of the delinquent amount or $25.00 $10.00 per document for each 30-day period of delinquency
INTEREST			
• For delinquent royalty	6% per year, simple interest; accrual begins 30 days after due date (1)	6% per year, simple interest; accrual begins 30 days after due date (1)	12% per year, simple; accrual begins 60 days after due date (2)

(1) Tex. Rev. Civ. Stat. Ann., Article 5069-1.03 and related case law.

(2) Tex. Nat. Res. Code Ann. § 52.131 (g).

(3) Penalties are not assessed in cases of title dispute as to the state's portion of the royalty or to royalty in dispute as to fair market value except when fraud is involved, in which case the fraud penalty is applicable. Penalty provisions are found at Tex. Nat. Res. Code Ann. § 52.131 (e), (f), & (h).

A royalty payment that is not accompanied by the required royalty affidavit identifying the GLO lease number is delinquent.

The State's power to forfeit a lease shall not be affected by the assessment or payment of any delinquency, penalty, or interest.

ANADARKO E&P COMPANY LP
STATE LEASE M-095404
GIDDINGS (AUSTIN CHALK 3) FIELD
SANBAG UNIT LEASE
PECOS & GRIMES COUNTY, TEXAS
RRC OIL WELL ID # 03-23347
ROYALTY DECIMAL .20
UNIT 2649 TRACT PARTICIPATION .011024

ATTACHMENT II

AUDITOR: M KESTER
FILE NAME: M-095404
DATE: 01/30/04

PENALTY/
INTEREST DATE:
02/27/04

	(1)	(2)	(3)		(4)		(5)	(6)	(7)
MONTH/ YEAR	UNIT 2649 P1 SALES (A)	PRICE (B)	GROSS VALUE	ROYALTY DUE (3) X (.20)	ROYALTY PAID	ADDIT. ROYALTY DUE	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (4)+(5)+(6)
Sep-98	32	13.0920	418.940	83.79	61.74	22.05	1940	25.00	13.64	60.69
Oct-98	27	12.7200	343.440	68.69	52.31	16.38	1910	25.00	9.97	51.35
Nov-98	28	11.0420	309.180	61.84	44.46	17.38	1879	25.00	10.40	52.78
Dec-98	24	9.3100	223.440	44.69	33.33	11.36	1848	25.00	6.68	43.04
Jan-99	18	10.5390	189.700	37.94	28.27	9.67	1820	25.00	5.60	40.27
Feb-99	20	10.4000	208.000	41.60	30.99	10.61	1789	25.00	6.03	41.64
Mar-99	18	13.0400	234.720	46.94	34.95	11.99	1759	25.00	6.70	43.69
Apr-99	16	15.7200	251.520	50.30	37.02	13.28	1728	25.00	7.29	45.57
May-99	16	16.2200	259.520	51.90	37.95	13.95	1698	25.00	7.52	46.47
Jun-99	16	16.3300	261.280	52.26	38.27	13.99	1667	25.00	7.40	46.39
Jul-99	14	18.2048	254.870	50.97	37.54	13.43	1636	25.00	6.96	45.39
Aug-99	18	19.7984	356.370	71.27	52.47	18.80	1606	25.00	9.56	53.36
Sep-99	10	22.4250	224.250	44.85	32.96	11.89	1575	25.00	5.93	42.82
Oct-99	14	21.7500	304.500	60.90	44.64	16.26	1545	25.00	7.94	49.20
Nov-99	8	24.0917	192.730	38.55	28.55	10.00	1514	25.00	4.78	39.78
Dec-99	12	25.2548	303.060	60.61	44.69	15.92	1483	25.00	7.45	48.37
Jan-00	12	26.2419	314.900	62.98	46.58	16.40	1454	25.00	7.52	48.92
Feb-00	14	29.1672	408.340	81.67	61.55	20.12	1423	25.00	9.02	54.14
Mar-00	10	29.7387	297.390	59.48	44.09	15.39	1393	25.00	6.75	47.14
Apr-00	6	25.6667	154.000	30.80	23.04	7.76	1362	25.00	3.32	36.08
May-00	12	28.4532	341.440	68.29	50.38	17.91	1332	25.00	7.50	50.41
Jun-00	4	30.3167	121.270	24.25	17.92	6.33	1301	25.00	2.58	33.91
Jul-00	8	29.7500	238.000	47.60	35.05	12.55	1270	25.00	5.00	42.55
Aug-00	10	30.9081	309.080	61.82	44.47	17.35	1240	25.00	6.74	49.09
Sep-00	6	33.2083	199.250	39.85	28.19	11.66	1209	25.00	4.41	41.07
Oct-00	10	32.7548	327.550	65.51	47.06	18.45	1179	25.00	6.79	50.24
Nov-00	6	33.7583	202.550	40.51	30.67	9.84	1148	25.00	3.52	38.36
Dec-00	6	28.3177	169.910	33.98	32.54	1.44	1117	25.00	0.50	26.94

ANADARKO E&P COMPANY LP
STATE LEASE M-095404
GIDDINGS (AUSTIN CHALK 3) FIELD
SANBAG UNIT LEASE
PECOS & GRIMES COUNTY, TEXAS
RRC OIL WELL ID # 03-23347
ROYALTY DECIMAL .20
UNIT 2649 TRACT PARTICIPATION .011024

ATTACHMENT II

AUDITOR: M KESTER
FILE NAME: M-095404
DATE: 01/30/04

PENALTY/
INTEREST DATE:
02/27/04

(1)	(2)	(3)	(4)			(5)	(6)	(7)
MONTH/ YEAR	UNIT 2649 P1 SALES (A)	PRICE (B)	GROSS VALUE	ROYALTY DUE (3) X (.20)	ROYALTY PAID	ADDIT. ROYALTY DUE	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (4)+(5)+(6)
Jan-01	7	28.9390	202.570	40.51	44.47	-3.96	1089	0.00	0.00	(3.96)
Feb-01	8	29.8755	239.000	47.80	47.34	0.46	1058	25.00	0.15	25.61
Mar-01	6	26.5215	159.130	31.83	33.11	-1.28	1028	0.00	0.00	(1.28)
Apr-01	6	26.0911	156.550	31.31	31.60	-0.29	997	0.00	0.00	(0.29)
May-01	6	26.7880	160.730	32.15	33.16	-1.01	967	0.00	0.00	(1.01)
Jun-01	4	25.8327	103.330	20.67	16.65	4.02	936	25.00	1.16	30.18
Jul-01	6	25.1173	150.700	30.14	25.16	4.98	905	25.00	1.39	31.37
Aug-01	6	26.3030	157.820	31.56	27.20	4.36	875	25.00	1.17	30.53
				$1,749.81	$1,360.37	389.44		$800.00	$191.37	$1,380.81

COMMENTS (A) P1 SALES - REPRESENTS OIL SALES SHOWN ON THE RAILROAD COMMISSION P2 REPORT.

(B) PRICE - REPRESENTS PRICE TAKEN FROM THE GLO1 REPORT.

(C) SEE ATTACHMENT III, "SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES", FOR EXPLANATION OF PENALTY AND INTEREST CALCULATIONS.

ATTACHMENT II

ANADARKO E&P COMPNY LP
STATE LEASE M-09404
GIDDINGS (AUSTIN CHALK)
ABSHIRE UNIT LEASE
BRAZOS / GRIMES COUNTY, TEXAS
RRC GAS WELL ID 03 - 151529
ROYALTY DECIMAL: .20

PENALTY/
INTEREST DATE:
2/27/2004

AUDITOR: M KESTER
FILE NAME: M-095404
DATE: 01/30/04

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
MONTH/ YEAR	UNIT 2313 GLO2 LEASE USE VOLUME (A)	PRICE (B)	GROSS VALUE (1) X (2)	ROYALTY DUE (3) X (.20)	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (4)+(6)+(7)
Sep-98	32	1.540	49.28	9.86	1930	25.00	6.07	40.93
Oct-98	43	1.910	82.13	16.43	1900	25.00	9.94	51.37
Nov-98	31	1.850	57.35	11.47	1869	25.00	6.83	43.30
Dec-98	32	* 1.850	59.20	11.84	1838	25.00	6.92	43.76
Jan-99	28	1.650	46.20	9.24	1810	25.00	5.32	39.56
Feb-99	31	1.660	51.46	10.29	1779	25.00	5.82	41.11
Mar-99	32	1.500	48.00	9.60	1749	25.00	5.33	39.93
Apr-99	29	1.700	49.30	9.86	1718	25.00	5.38	40.24
May-99	28	2.180	61.04	12.21	1688	25.00	6.54	43.75
Jun-99	31	2.070	64.17	12.83	1657	25.00	6.74	44.57
Jul-99	30	2.130	63.90	12.78	1626	25.00	6.58	44.36
Aug-99	31	2.490	77.19	15.44	1596	25.00	7.80	48.24
Sep-99	23	2.800	64.40	12.88	1565	25.00	6.38	44.26
Oct-99	28	2.410	67.48	13.50	1535	25.00	6.55	45.05
Nov-99	18	2.860	51.48	10.30	1504	25.00	4.89	40.19
Apr-00	16	2.744	43.90	8.78	1352	25.00	3.73	37.51
May-00	18	2.903	52.25	10.45	1322	25.00	4.34	39.79
	481		988.73	197.76		$425.00	$105.16	$727.92

COMMENTS:

(A) VOLUME - REPRESENTS UNPAID LEASE USE TIMES THE TRACT PARTICIPATION.

(B) PRICE - REPRESENTS SALES PRICE TAKEN FROM THE GLO2 REPORT.

* USED PRICE FROM PREVIOUS MONTH.

(C) SEE ATTACHMENT III, "SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES", FOR EXPLANATION OF PENALTY AND INTEREST CALCULATIONS.

ATTACHMENT II

ANADARKO E&P COMPNY LP
STATE LEASE M-09404
GIDDINGS (AUSTIN CHALK)
MOON UNIT LEASE
BRAZOS / GRIMES COUNTY, TEXAS
RRC GAS WELL ID 03 - 153168
ROYALTY DECIMAL: .20

PENALTY/
INTEREST DATE:
2/27/2004

AUDITOR: M KESTER
FILE NAME: M-095404
DATE: 01/30/04

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
MONTH/ YEAR	UNIT 2647 GLO2 LEASE USE VOLUME (A)	PRICE (B)	GROSS VALUE (1) X (2)	ROYALTY DUE (3) X (.20)	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (4)+(6)+(7)
Sep-98	57	1.530	87.21	17.44	1930	25.00	10.73	53.17
Oct-98	76	1.900	144.40	28.88	1900	25.00	17.48	71.36
Nov-98	52	1.860	96.72	19.34	1869	25.00	11.51	55.85
Dec-98	48	1.920	92.16	18.43	1838	25.00	10.78	54.21
Jan-99	44	1.650	72.60	14.52	1810	25.00	8.36	47.88
Feb-99	43	1.660	71.38	14.28	1779	25.00	8.08	47.36
Mar-99	45	1.510	67.95	13.59	1749	25.00	7.55	46.14
Apr-99	39	1.700	66.30	13.26	1718	25.00	7.23	45.49
May-99	32	2.190	70.08	14.02	1688	25.00	7.51	46.53
Jun-99	27	2.080	56.16	11.23	1657	25.00	5.90	42.13
Jul-99	21	2.140	44.94	8.99	1626	25.00	4.63	38.62
Aug-99	18	2.480	44.64	8.93	1596	25.00	4.51	38.44
Sep-99	22	2.780	61.16	12.23	1565	25.00	6.06	43.29
Oct-99	19	2.420	45.98	9.20	1535	25.00	4.46	38.66
Nov-99	14	2.880	40.32	8.06	1504	25.00	3.83	36.89
Apr-00	38	2.749	104.46	20.89	1352	25.00	8.88	54.77
May-00	36	2.908	104.69	20.94	1322	25.00	8.69	54.63
	631		1,271.15	254.23		$425.00	$136.19	$815.42

COMMENTS:

(A) VOLUME - REPRESENTS UNPAID LEASE USE TIMES THE TRACT PARTICIPATION.

(B) PRICE - REPRESENTS SALES PRICE TAKEN FROM THE GLO2 REPORT.

(C) SEE ATTACHMENT III, "SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES", FOR EXPLANATION OF PENALTY AND INTEREST CALCULATIONS.

ATTACHMENT II

AUDITOR: M KESTER
FILE NAME: M-095404
DATE: 01/30/04

ANADARKO E&P COMPNY LP
STATE LEASE M-09404
GIDDINGS (AUSTIN CHALK)
MEYERS CATTLE UNIT LEASE
BRAZOS / GRIMES COUNTY, TEXAS
RRC GAS WELL ID 03 - 153701, 156375, 167195
ROYALTY DECIMAL: .20

PENALTY/
INTEREST DATE:
2/27/2004

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
MONTH/ YEAR	UNIT 2648 GLO2 LEASE USE VOLUME (A)	PRICE (B)	GROSS VALUE (1) X (2)	ROYALTY DUE (3) X (.20)	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (4)+(6)+(7)
Sep-98	23	1.560	35.88	7.18	1930	25.00	4.42	36.60
Oct-98	5	1.930	9.65	1.93	1900	25.00	1.17	28.10
Nov-98	14	1.870	26.18	5.24	1869	25.00	3.12	33.36
Dec-98	16	1.930	30.88	6.18	1838	25.00	3.61	34.79
Jan-99	15	1.860	27.90	5.58	1810	25.00	3.21	33.79
Feb-99	15	1.670	25.05	5.01	1779	25.00	2.83	32.84
Mar-99	14	1.510	21.14	4.23	1749	25.00	2.35	31.58
Apr-99	12	1.700	20.40	4.08	1718	25.00	2.23	31.31
May-99	12	2.190	26.28	5.26	1688	25.00	2.82	33.08
Jun-99	13	2.080	27.04	5.41	1657	25.00	2.84	33.25
Jul-99	13	2.140	27.82	5.56	1626	25.00	2.86	33.42
Aug-99	13	2.490	32.37	6.47	1596	25.00	3.27	34.74
Sep-99	8	2.790	22.32	4.46	1565	25.00	2.21	31.67
Oct-99	11	2.420	26.62	5.32	1535	25.00	2.58	32.90
Nov-99	8	2.880	23.04	4.61	1504	25.00	2.19	31.80
Apr-00	13	2.749	35.74	7.15	1352	25.00	3.04	35.19
May-00	12	2.926	35.11	7.02	1322	25.00	2.91	34.93
	217		453.42	90.69		$425.00	$47.66	$563.35

COMMENTS:

(A) VOLUME - REPRESENTS UNPAID LEASE USE TIMES THE TRACT PARTICIPATION.

(B) PRICE - REPRESENTS SALES PRICE TAKEN FROM THE GLO2 REPORT.

(C) SEE ATTACHMENT III, "SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES", FOR EXPLANATION OF PENALTY AND INTEREST CALCULATIONS.

ATTACHMENT II

AUDITOR: M KESTER
FILE NAME: M-095404
DATE: 01/30/04

ANADARKO E&P COMPNY LP
STATE LEASE M-09404
GIDDINGS (AUSTIN CHALK)
SANDBAG UNIT LEASE
BRAZOS / GRIMES COUNTY, TEXAS
RRC GAS WELL ID 03 - 23347
ROYALTY DECIMAL: .20

PENALTY/
INTEREST DATE:
2/27/2004

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
MONTH/ YEAR	UNIT 2649 GLO2 LEASE USE VOLUME (A)	PRICE (B)	GROSS VALUE (1) X (2)	ROYALTY DUE (3) X (.20)	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (4)+(6)+(7)
Sep-98	20	1.750	35.00	7.00	1930	25.00	4.31	36.31
Oct-98	18	2.150	38.70	7.74	1900	25.00	4.68	37.42
Nov-98	18	2.110	37.98	7.60	1869	25.00	4.52	37.12
Dec-98	23	2.200	50.60	10.12	1838	25.00	5.92	41.04
Jan-99	20	1.900	38.00	7.60	1810	25.00	4.38	36.98
Feb-99	13	1.900	24.70	4.94	1779	25.00	2.79	32.73
Mar-99	15	1.730	25.95	5.19	1749	25.00	2.88	33.07
Apr-99	13	1.930	25.09	5.02	1718	25.00	2.74	32.76
May-99	15	2.510	37.65	7.53	1688	25.00	4.03	36.56
Jun-99	11	2.370	26.07	5.21	1657	25.00	2.74	32.95
Jul-99	10	2.440	24.40	4.88	1626	25.00	2.51	32.39
Aug-99	9	2.820	25.38	5.08	1596	25.00	2.57	32.65
Sep-99	8	3.160	25.28	5.06	1565	25.00	2.51	32.57
Oct-99	9	2.730	24.57	4.91	1535	25.00	2.38	32.29
Nov-99	9	3.210	28.89	5.78	1504	25.00	2.75	33.53
Apr-00	8	3.091	24.73	4.95	1352	25.00	2.10	32.05
May-00	9	3.324	29.92	5.98	1322	25.00	2.48	33.46
	228		522.91	104.59		$425.00	$56.29	$585.88

COMMENTS:

(A) VOLUME - REPRESENTS UNPAID LEASE USE TIMES THE TRACT PARTICIPATION.

(B) PRICE - REPRESENTS SALES PRICE TAKEN FROM THE GLO2 REPORT.

(C) SEE ATTACHMENT III, "SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES", FOR EXPLANATION OF PENALTY AND INTEREST CALCULATIONS.

File No. [redacted] 95404 (34)

Date Filed: 2/3/04

Jerry E. Patterson, Commissioner

By MK

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

March 9, 2007

Anadarko E&P Co LP
PO Box 1330
Houston, TX 77251

Re: State Lease MF096083, MF095404
Abshire -Selected
1022255

The General Land Office has received and filed the division order submitted for the above-referenced state lease. Please be advised that the payment of royalties attributable to state-owned mineral interests is set by statute. As the execution of division orders may, in some cases, affect the manner in which such payments are paid or calculated, it is the policy of this office not to execute them.

Subject to applicable state law and the state's right to take its production in-kind, the General Land Office acquiesces to the sale of oil and gas under the terms and conditions set out in the oil and gas lease. If you should have questions concerning this matter, please feel free to call me at (512) 463-6521.

Sincerely,

Beverly Boyd

Beverly Boyd, Lease Analyst
Mineral Leasing Division

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495
Post Office Box 12873 • Austin, Texas 78711-2873
512-463-5001 • 800-998-4GLO
www.glo.state.tx.us

ANADARKO E & P COMPANY LP

DIVISION ORDER

MF096083
095404
Unit
#2313

Venture Number: 108880
Property Number: 1022255
Property Name: ABSHIRE-SELECTED LA
Product: All Products
County/State: BRAZOS / TX
Effective Date: DATE OF FIRST SALES
Owner Number: RV45678204 - STATE OF TEXAS
Interest Amt/Type: 0.00030121 / RU
Unit Description:
2743.12 ACRES OUT OF THE THOMAS H MAYS SURVEY, A-160 WM HOWARD & A G PERRY SURVEY, A-136, WB BROOKS & A PERRY SURVEY, A-73, K.T. WILLIAMS SURVEY, A-259, L.C. SMITH SURVEY, A-211, HOLDEN EVANS, A-15, AND ANDREW MILLICAN SURVEY, A-39, BRAZOS COUNTY, TEXAS.

STATE OF TEXAS
GENERAL LAND OFFICE
1700 N CONGRESS AVENUE

AUSTIN, TX 78701-1436

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by ANADARKO E & P COMPANY LP (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 indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $100, or Sept. 30 whichever occurs first, or as required by applicable state statute.

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.

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.

Note: NADOA Model Form Division Order (Adopted 9/95)

STATE OF TEXAS
GENERAL LAND OFFICE

*Tax ID [redacted]
**Tax ID #

Signature of Witness
Owner Signature/Corporate Title
Owner Address (if different from above)

Signature of Witness
Owner Signature/Corporate Title
City, State Zip Code

Owner Daytime Phone

* Failure to furnish your Social Security/Tax ID number will result in withholding tax in accordance with federal law and any tax withheld will not be refundable by payor.
**Insert Tax ID number for all individual parties listed above in the Name and Address box

Return to: ANADARKO E & P COMPANY LP
P.O. Box 1330
Houston, TX 77251-9874
1-800-359-1692

Date Prepared February 28, 2007
Prepared by: Glenn Holliday

YOUR COPY

File No. _____

_____

_____

Date Filed: _____

Jerry E. Patterson, Commissioner

By _____

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

March 9, 2007

Anadarko E&P Co LP
PO Box 1330
Houston, TX 77251

Re: State Lease MF096083, MF095404
Abshire Unit #1
1019393

The General Land Office has received and filed the division order submitted for the above-referenced state lease. Please be advised that the payment of royalties attributable to state-owned mineral interests is set by statute. As the execution of division orders may, in some cases, affect the manner in which such payments are paid or calculated, it is the policy of this office not to execute them.

Subject to applicable state law and the state's right to take its production in-kind, the General Land Office acquiesces to the sale of oil and gas under the terms and conditions set out in the oil and gas lease. If you should have questions concerning this matter, please feel free to call me at (512) 463-6521.

Sincerely,

Beverly Boyd

Beverly Boyd, Lease Analyst
Mineral Leasing Division

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495
Post Office Box 12873 • Austin, Texas 78711-2873
512-463-5001 • 800-998-4GLO
www.glo.state.tx.us

ANADARKO E & P COMPANY LP

MF096083
095404 **DIVISION ORDER** Unit 2313

STATE OF TEXAS
GENERAL LAND OFFICE
1700 N CONGRESS AVENUE

AUSTIN, TX 78701-1436

Venture Number: 107802
Property Number: 1019393
Property Name: ABSHIRE UNIT #1
Product: All Products - ABSHIRE SEL LDS 2RE
County/State: BRAZOS / TX
Effective Date: DATE OF FIRST SALES
Owner Number: RV45678204 - STATE OF TEXAS
Interest Amt/Type: 0.00030121 / RU
Unit Description:
ABSHIRE-SELECTED LANDS UNIT 2 RE: 2743.12 ACRES OUT O
THE THOMAS H MAYS SURVEY, A-160, WM HOWARD & A G F
SURVEY, A-136, WB BROOKS & A.G. PERRY SURVEY, A-73, K.
WILLIAMS SURVEY, A-259, L.C. SMITH SURVEY, A-211, HOLD
EVANS, A-15, AND ANDREW MILLICAN SURVEY, A-39, BRAZ(
COUNTY, TEXAS.

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by ANADARKO E & P COMPANY LP (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 indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $100, or Sept. 30 whichever occurs first, or as required by applicable state statute.

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.

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.

Note: NADOA Model Form Division Order (Adopted 9/95)

STATE OF TEXAS
GENERAL LAND OFFICE

*Tax ID # [redacted]
**Tax ID #

Signature of Witness
Owner Signature/Corporate Title
Owner Address (if different from above)

Signature of Witness
Owner Signature/Corporate Title
City, State Zip Code

Owner Daytime Phone

* Failure to furnish your Social Security/Tax ID number will result in withholding tax in accordance with federal law and any tax withheld will not be refundable by payor.
**Insert Tax ID number for all individual parties listed above in the Name and Address box

Return to: ANADARKO E & P COMPANY LP
P.O. Box 1330
Houston, TX 77251-9874
1-800-359-1692

YOUR COPY

Date Prepared March 05, 2007
Prepared by: GLENN HOLLIDAY

35.

File No. MF095404

(2) DIVISION ORDERS

Date Filed: 3/9/07

Jerry E. Patterson, Commissioner

By

OIL_HEADER_INFORMATION

OIL MF .	95404
Reconciled By	METHA KESTER
Current Operator	ANADARKO E&P COMPANY LP
Field Name(s)	GIDDINGS (AUSTIN CHALK, GAS) GIDDINGS (AUSTIN CHALK-3)
Lease Name(s)	ABSHIRE UNIT, MOON UNIT, MYERS CATTLE UNIT , SANDBAG UNIT
County	BRAZOS AND GRIMES
Lease Status	NO NON UNIT ACRES
Land Type	01 RIVERS / CREEKS / BAYOUS
Reconciliation Date	4/20/2007
Unit Numbers	2313, 2647, 2648, 2649
Tract Participations	.02239, .036462, .01188, .011024
Royalty Decimal	0.2
Total Amount Billed	N/A
Royalty Due	N/A
Penalty Due	N/A
Interest Due	N/A
Interest Calculation Date	N/A
Period Billed	N/A
Date Billed	N/A
Total Amount Paid	N/A
Register Number	N/A
Date Received	N/A
Royalty Paid	N/A
Penalty Paid	N/A
Interest Paid	N/A
Date of Last Inspection	11/17/2006
RRC Numbers	UNIT 2313 03-151529, UNIT 2647 03-153168, UNIT 2648 03-156375, 167195, 153701,
Keep Whole Provision?	UNIT 2649 03-23347
Royalty Due on Lease Use?	YES
Vented/Flared Royalty Due?	YES
Market Value?	YES
Comments:	YES
	THE PERIOD OF RECONCILIATION IS 9/2001 THRU 8/2005.
	BASED ON THE RRC ALL OIL/CONDENSATE PRODUCTION/SALES HAS BEEN ACCOUNTED FOR.
	WELL 03-149117 BIRCHRIDGE-ALLEN- WHEN THE SAND BAG UNIT 2649 WAS FORMED IT LEFT
UNIT 2250	THIS WELL OUT OF THE NEW UNIT. THE OPERATOR CONTINUED TO FILE REPORTS AND
03-149117	SOME PAYMENTS THRU 11/2003. NO CORRECTION WAS MADE AS THE AMOUNT PAID
	WAS VERY SMALL.

GAS_HEADER_INFORMATION

GAS MF .	95404
Reconciled By	METHA KESTER
Current Operator	ANADARKO E&P COMPANY LP
Field Name(s)	GIDDINGS (AUSTIN CHALK, GAS) GIDDINGS (AUSTIN CHALK-3)
Lease Name(s)	ABSHIRE UNIT, MOON UNIT, MYERS CATTLE UNIT , SANDBAG UNIT
County	BRAZOS AND GRIMES
Lease Status	NO NON UNIT ACRES
Land Type	01 RIVERS / CREEKS / BAYOUS
Reconciliation Date	4/20/2007
Unit Numbers	2313, 2647, 2648, 2649
Tract Participations	.02239, .036462, .01188, .011024
Royalty Decimal	0.2
Total Amount Billed	
Royalty Due	
Penalty Due	
Interest Due	
Interest Calculation Date	
Period Billed	
Date Billed	
Total Amount Paid	
Register Number	
Date Received	
Royalty Paid	
Penalty Paid	
Interest Paid	
Date of Last Inspection	11/17/2006
RRC Numbers	UNIT 2313 03-151529, UNIT 2647 03-153168, UNIT 2648 03-156375, 167195, 153701,
	UNIT 2649 03-23347
Keep Whole Provision?	YES
Royalty Due on Lease Use?	YES
Vented/Flared Royalty Due?	YES
Market Value?	YES
Comments:	THE PERIOD OF RECONCILIATION IS 9/2001 THRU 8/2005.
	BASED ON THE RRC ALL GAS PRODUCTION/SALES HAS BEEN ACCOUNTED FOR.
UNIT 2250	WELL 03-149117 BIRCHRIDGE-ALLEN- WHEN THE SAND BAG UNIT 2649 WAS FORMED IT LEFT
03-149117	THIS WELL OUT OF THE NEW UNIT. THE OPERATOR CONTINUED TO FILE REPORTS AND
	SOME PAYMENTS THRU 11/2003. NO CORRECTION WAS MADE AS THE AMOUNT PAID
	WAS VERY SMALL.

(36)

File No. 095404

Date Filed: 4/29/67

Jerry E. Patterson, Commissioner

By MK

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

March 26, 2009

Apache Corp.
200 Post Oak Blvd.
Houston, TX 77056-4400

Re: State Lease MF095404 - **Please refer to this lease number with all correspondence**
Myers Cattle #E-1H
01908501/00001

The General Land Office has received and filed the division order submitted for the above-referenced state lease. Please be advised that the payment of royalties attributable to state-owned mineral interests is set by statute. As the execution of division orders may, in some cases, affect the manner in which such payments are paid or calculated, it is the policy of this office not to execute them.

Subject to applicable state law and the state's right to take its production in-kind, the General Land Office acquiesces to the sale of oil and gas under the terms and conditions set out in the oil and gas lease. If you should have questions concerning this matter, please feel free to call me at (512) 463-6521.

Sincerely,

Beverly Boyd

Beverly Boyd, Lease Analyst
Mineral Leasing Division

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495
Post Office Box 12873 • Austin, Texas 78711-2873
512-463-5001 • 800-998-4GLO
www.glo.state.tx.us

OIL AND GAS DIVISION ORDER

Date: 03/13/2009

TO: APACHE CORPORATION ("Payor")
ONE POST OAK CENTRAL
2000 POST OAK BOULEVARD
SUITE 100
HOUSTON, TX 77056-4400

01908501/00001.1
MYERS CATTLE #E-1H

MF095404

The undersigned severally and not jointly certifies it is the legal Owner of the interest(s) of all the oil (including all liquid hydrocrabons) and gas (including all casinghead and other gaseous hydrocarbons) produced from the property described on the attached EXHIBIT A.

The following provisions apply to each interest "Owner" who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest(s) set out on the attached EXHIBIT A. The Payor shall pay all parties pursuant to applicable state statutes regarding accumulation of proceeds and the lease or operating agreement between the parties or any other contract for the purchase of oil and gas. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities. Deductions may be made for gathering, transportation, treating, conditioning, marketing and other post-production costs downstream of the wellhead, and for gross production, severance or other similar taxes on production or the proceeds thereof, as allowed by applicable law.

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

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

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

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The Owner agrees to notify Payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on Payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to Payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by Payor. Any correspondence regarding this agreement shall be furnished to the above address unless otherwise advised by either party.

In addition to the legal rights provided by the terms and provisions of the division order, an Owner may have certain statutory rights under the laws of the state of the property described on EXHIBIT A.

FAILURE TO FURNISH YOUR SOCIAL SECURITY OR TAX I.D. NUMBER WILL RESULT IN WITHHOLDING TAX IN ACCORDANCE WITH FEDERAL LAW. ANY TAX WITHHELD WILL NOT BE REFUNDABLE BY PAYOR AND WILL BE REMITTED TO THE INTERNAL REVENUE SERVICE.

NOTE: (1) DIVISION ORDERS FOR CORPORATIONS MUST BE EXECUTED BY AN AUTHORIZED OFFICER; (2) DIVISION ORDERS FOR INDIVIDUALS SHOULD BE WITNESSED BY TWO (2) DISINTERESTED THIRD PARTIES IN THE SPACES PROVIDED; (3) IF THE DIVISION ORDER IS SIGNED BY AN AGENT, ATTORNEY-IN-FACT, GUARDIAN, OR ANY PARTY OTHER THAN THE NAMED INTEREST OWNER, PLEASE FURNISH EVIDENCE OF THE RIGHTS VESTED IN THE SIGNATORY PARTY; (4) TO ENSURE PROMPT RECEIPT OF CHECKS, BE SURE YOUR MAILING ADDRESS, INCLUDING ZIP CODE, IS CORRECT AS SHOWN ON THIS DIVISION ORDER.

THIS COPY FOR YOUR FILE

WITNESS NAME

SIGNATURE OF INTEREST OWNER

WITNESS NAME

[redacted]

SOCIAL SECURITY OR TAX ID NUMBER

STATE OF TEXAS

4326844404

OWNER TELEPHONE NUMBER

COMMISSIONER OF THE GENERAL LAND O

0085439001

STEPHEN F AUSTIN BUILDING
1700 NORTH CONGRESS AVENUE
AUSTIN TX US 78701

GLO-1-2

do_divord_by_property v1.3

EXHIBIT A

APACHE CORPORATION
OIL AND GAS DIVISION ORDER

DATE: 3/13/2009

Property: 01908501/00001 MYERS CATTLE #E-1H **Venture Number:** 018051

State: TEXAS County/Parish: BRAZOS

OWNER		INTEREST TYPE	EXC	INTEREST	EFF DATE
0085439001	STATE OF TEXAS	(RI) - ROYALTY INTEREST	01	0.00237600	8/1/2008

Legal Description:

Apache Corporation

PHONE: (713)-296-6000
FAX: (713)-296-6453

03/13/2009

Apache Corporation
One Post Oak Central
2000 Post Oak Blvd
Suite 100
Houston, TX 77056-4400

Owner Number: 0085439001 STATE OF TEXAS

RE: Property: 01908501 - MYERS CATTLE #E-1H

Dear Interest Owner:

Enclosed is Apache Corporation's Division Order or Transfer Order in duplicate for your review and signature. Please ensure the Division Order or Transfer Order correctly reflects the following information:

- Your name and address for contact purposes and mailing of checks and payment information.
- Your social security or tax identification number.
- Property legal description(s), including county and state.
- Your ownership and decimal interest in the described property(ies).

The Property and Division Order Number(s) will be on your check detail to identify payments for your interest(s). The Owner Number is your identifying number with Apache. Please refer to your Owner Number and provide the last four digits of your tax ID when making inquiries about your payments or your interest(s).

Apache's payments are issued once each month. Proceeds are accumulated until the total reaches the minimum payment according to state statute, or 12 months, whichever occurs first. Small amounts are accumulated until they reach $10 or until Apache is no longer responsible for distributing proceeds.

INSTRUCTIONS FOR EXECUTION OF DIVISION ORDER OR TRANSFER ORDER:

1. Sign your name as it is shown on the Division Order or Transfer Order. Type or print your name legibly under your signature and return one original to Apache. If Transferor is deceased, disregard.
   a. Division Orders and Transfer Orders for corporations must be executed by an authorized officer, attested by the secretary or assistant secretary and the corporate seal affixed thereto, or by an authorized attorney-in-fact.
   b. Division Orders and Transfer Orders for individuals should be witnessed by two (2) disinterested third parties in the space provided.
   c. If the Division Order or Transfer Order is signed by an agent, attorney-in-fact, guardian or any other party than the named interest owner, please furnish evidence of the rights vested in the signatory party.

2. Federal regulations require that we report payments of this nature to the Internal Revenue Service. Type or print your social security or tax identification number by your signature if not already shown. If shown incorrectly, please strike through the incorrect number and correct the number. If this number is not provided, federal law requires Apache to withhold 31% for taxes.

3. Return one original to Apache in the envelope provided and retain one original for your records.

For all questions concerning the Division Order or Transfer Order, please contact the analyst whose name is shown on the enclosed return envelope or call our Inquiry Line at 1-800-272-2434 or 713-296-6000.

APACHE CORPORATION
Corporate Land Administration

STATE OF TEXAS

COMMISSIONER OF THE GENERAL LAND OFFICE

STEPHEN F AUSTIN BUILDING
1700 NORTH CONGRESS AVENUE
AUSTIN TX US 78701

do_divord_cover_letter v 1.1

37.

File No. ME095404

DIVISION ORDER

Date Filed: 3/26/09

Jerry E. Patterson, Commissioner

By

From: Carl Bonn
To: Arellano, Jesse
CC: Collier, Ladell; King, Joe; Mesiroff, John; Saenz, Alex; Stimson, La...
Date: 10/3/2011 4:32 PM
Subject: (Lease & Unit Status Change) MF095404 River Tr & Unit 2313
Attachments: Bonn, Carl.vcf

Jesse,

Please be advised that Unit 2313 and MF095404 terminated effective 12/1/06. MF096083 (Free Royalty) was held by production from Unit 3986.

Enervest did a 52.076 and pooled the River tract under MF113123 and Unit 5161. The new unit is the same configuration per Ladell.

Thanks,
Carl

.... The file will be forwarded later for updating GIS....

Carl Bonn, CPL
Landman
Energy Resources
Texas General Land Office
PO Box 12873 Austin, TX 78711
(512) 463-5407 - Office (512) 475-1543 - Fax

12-5-11 · Jesse to amend HBP ac on GIS.
4-3-13 → MF095404 did Not terminate
See Notes on G/o Base
HBP by Unit 2647, 8, 9

(38)

File No. MF 095404
email terms

Date Filed: 10-3-11
Jerry Patterson, Commissioner
By Carl Bonn

cdl 12-1-06

Held by Unit 3986

Now #5161 (828.94 ac) MF 096083 MF 113123

FIO _____ Read 11/12
Add to database ✓
Termin Ltr NA /Calender NA
Advise via Email ✓
Update GloBase ✓ Database ___ File ___
Stamp File ___

Pull one File

Prod Free Roy

OIL AND GAS LEASE TERMINATIONS WORKSHEET

Ladell 8-25-11

HBP
096083 (Prd) #2313 (828.94 ac)
River- 095404 (64.56 ac) Termin eff ~~12-1-06~~
12-1-06 Termin by Ladell

MF # _____
County Brazos & Grimes
Operator / Lessee Enervest
Address _____

Now Now MF 113123

Lease Name ~~Abshire~~ Unit
Field Name _____
Oil/Gas/Dist/RRC ID # _____

Now Lse 64.56 ac ?

Pull one File

Last month Produced 11/06
Last Month Royalty Paid _____
Last Prod Report GLO1 OR GLO 2 _____

Navasota River / Free Roy

64.56

Type of Lease _____
Lease Date 10-19-93 / 3/1/94 Term 3y/3y
Unitized Y/N Y
Shut-in being paid Y/N _____

Ladell has same opr. Enervest doing 52.076 w/ some 25.17 ac unit

MF 113123

Active Unit's #

MF 095404

MF 13123

2647 - 64.66 ac
2648 - 12.29 ac
2649 - 9.59 ac
86.44

Prod ¶ Reduce to 86.44 ac or 21.88 ac

05 (041)

well	Units	Related Papers	Cart Rod
31828 51529 NOS	2313 - Ashfire Unit	MF 096083 & MF 095404 ?	1-13
31834 153168	2647 - Moon Unit #1	MF 095404	1-13
31863 ✓ 156375	2648 - Myers Cattle Unit #1	"	"
well ✓ 23347 Not exist	2649 - Sandbag #1	"	"

23147 Wrong # @ RLO 1 Report

Unit			Cart Rod
5161	MF = 096083	Tr. 4C	1-13
52.076	MF = 113123	Tr. 2	1-13

Oil	198306	1983	157719	$5,102.14	0
Oil	198306	1983	157719	$1,081.66	0
Oil	198301	1983	157719	$2,014.19	0
Oil	198301	1983	157719	$1,420.84	0
Gas	0	1983	145539	$137.60	0
Oil	198305	1983	132629	$5,180.15	0
Oil	198305	1983	132629	$538.54	0
Oil	198305	1983	132629	$1,307.67	0
Gas	198305	1983	130665	$213.72	0
Oil	198303	1983	124834	$2.37	0
Oil	198304	1983	124834	$5,127.91	0
Oil	198304	1983	124834	$2,620.70	0
Oil	198304	1983	124834	$1,100.80	0
Gas	198304	1983	122777	$211.16	0
Oil	198303	1983	113606	$1,101.48	0
Oil	198303	1983	113606	$5,218.76	0
Oil	198303	1983	113606	$2,600.18	0
Gas	198303	1983	106361	$224.88	0
Gas	198302	1983	91860	$7.71	0
Oil	198302	1983	91282	$7,818.39	0
Oil	198302	1983	91282	$1,412.99	0
Oil	198301	1983	91282	$616.27	0
Gas	198302	1983	89522	$166.37	0
Gas	198301	1983	81557	$7.71	0
Oil	198206	1983	80284	$1,422.04	0
Oil	198206	1983	80284	$4,169.17	0
Oil	198206	1983	80284	$868.36	0
Gas	198301	1983	79667	$264.39	0

(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 during the primary term hereof and 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 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 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: If, after the expiration of the primary term, production of oil or gas from the leased premises, after once obtained, should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation, and this lease shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. If such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect for so long as oil or gas is produced from the leased premises in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, the lease will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this lease shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.

11. SHUT-IN ROYALTIES: For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If at any time after the expiration of the primary term of a lease that, until being shut in, was being maintained in force and effect, a well capable of producing oil or gas in paying quantities is located on the leased premises, but oil or gas is not being produced for lack of suitable production facilities or a suitable market, 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. To be effective, each initial shut-in oil or gas

Lease Fora
Revised 10/93
6 - I/II

The State of Texas

Austin, Texas

OIL AND GAS LEASE
NO. M-95404

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 4-A, NAVASOTA RIVER, BRAZOS & GRIMES COUNTIES, TEXAS, CONTAINING APPROXIMATELY 95 ACRES IS BOUND ON THE NORTH BY AN EASTERLY EXTENSION OF THE NORTH LINE OF THE STERRITT D. SMITH SURVEY, A-210, AND IS BOUND ON THE SOUTH BY A NORTHEASTERLY EXTENSION OF THE NORTHWEST LINE OF THE I. R. MITCHELL SURVEY, A-166, BOTH SURVEYS BEING LOCATED IN BRAZOS COUNTY, TEXAS,

was, after being duly advertised, offered for lease on the 5th day of October, 1993, 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 19th day of October, 1993, and it was found and determined that Union Pacific Resources Company whose address is P.O. Box 7, Ft. Worth, TX 76101-0007 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 Seven Thousand One Hundred Twenty-five and No/100 Dollars ($7,125.00), 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.

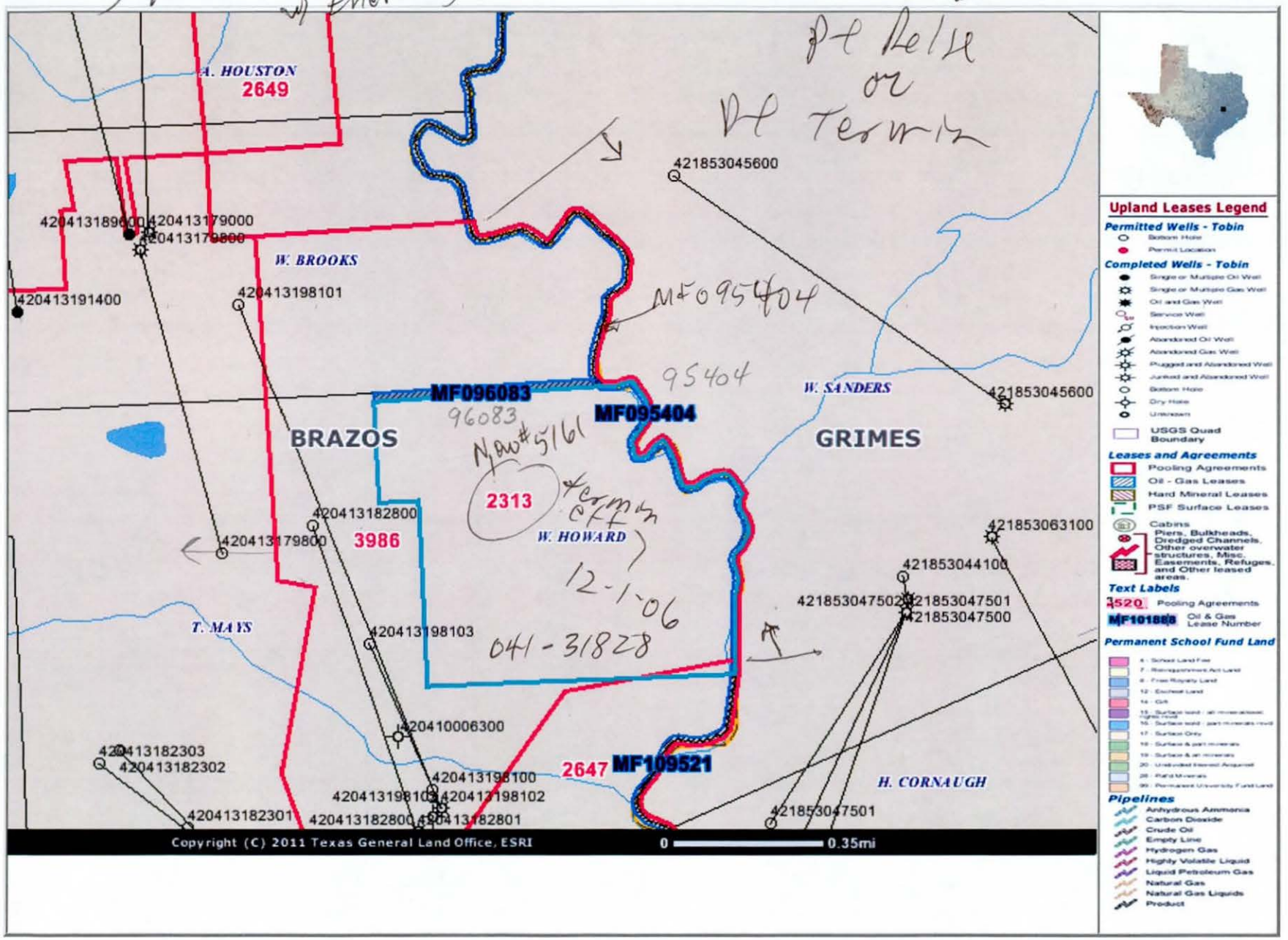
2. TERM: Subject to the other provisions hereof, this lease shall be for a term of three (3) years from the effective date hereof (herein called "primary term") and as long thereafter as oil or gas is produced in paying quantities from said area.

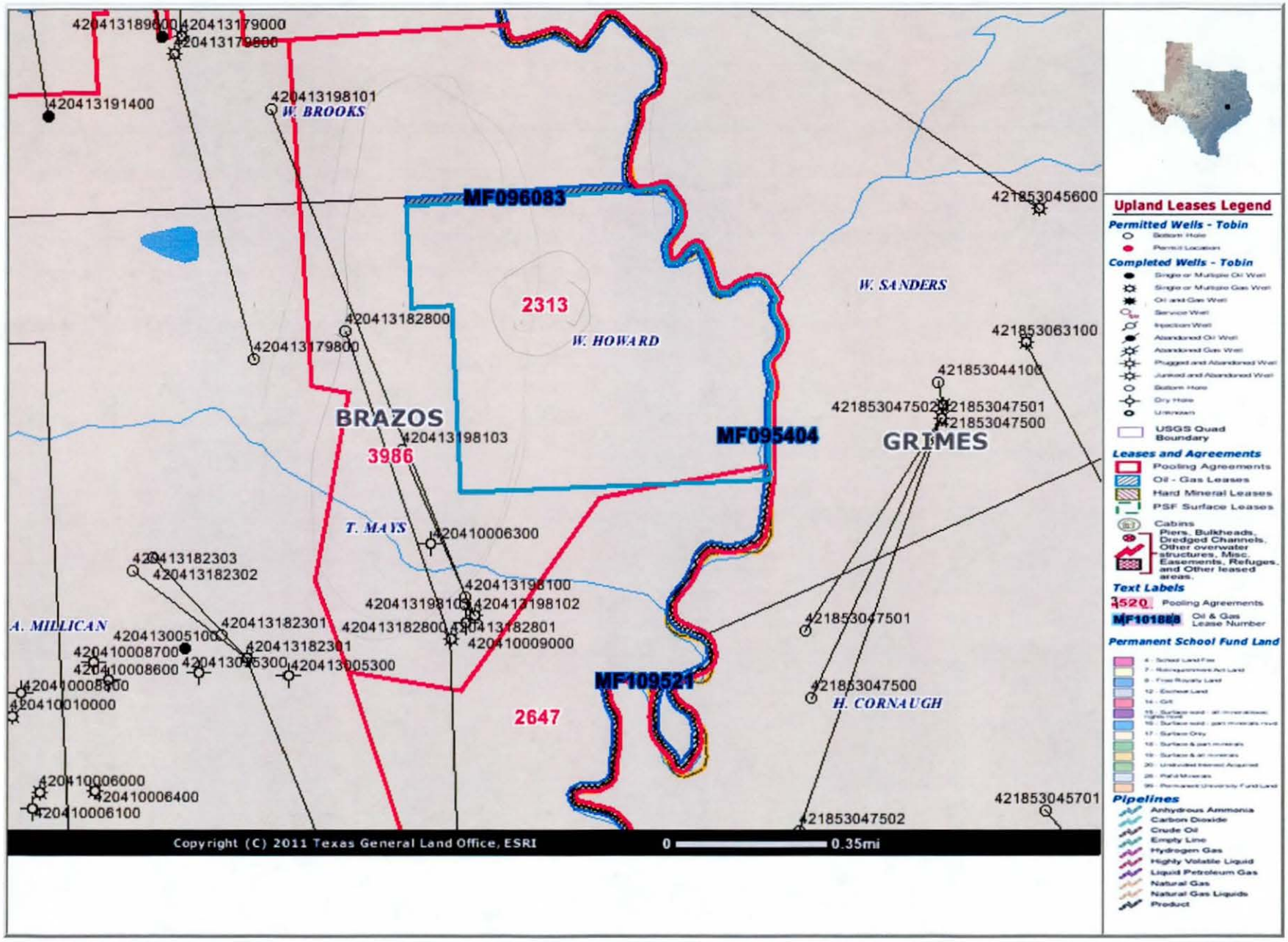
3. DELAY RENTALS: If no well be commenced on the land hereby leased on or before the anniversary date of this lease, this lease shall terminate as to both parties unless the Lessee on or before said date shall pay or tender to the Commissioner of the General Land Office of the State of Texas at Austin, 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:

52,076 in Brazos (w Enervest) Ladell

River → 25.17 ac. ↵




420413189600
420413179000
420413179800
420413191400
420413198101
W. BROOKS
MF096083
421853045600
2313
W. SANDERS
420413182800
W. HOWARD
420413179800
421853063100
421853044100
421853047502
421853047501
421853047500
BRAZOS
3986
420413198103
MF095404
GRIMES
T. MAYS
420410006300
420413182303
420413182302
420413198100
420413198101
420413198102
A. MILLICAN
420413182301
420413182800
420413182801
420410009000
420413005100
420410008700
420413005300
420410008600
420410008800
420410010000
MF109521
2647
H. CORNAUGH
421853047501
421853047500
420410006000
420410006400
420410006100
421853045701
421853047502
Copyright (C) 2011 Texas General Land Office, ESRI
0
0.35mi
Upland Leases Legend
Permitted Wells - Tobin
Completed Wells - Tobin
USGS Quad Boundary
Leases and Agreements
Pooling Agreements
Oil - Gas Leases
Hard Mineral Leases
PSF Surface Leases
Cabins
Piers, Bulkheads, Dredged Channels, Other overwater structures, Misc. Easements, Refuges, and Other leased areas.
Text Labels
3520 Pooling Agreements
MF101868 Oil & Gas Lease Number
Permanent School Fund Land
Pipelines
Anhydrous Ammonia
Carbon Dioxide
Crude Oil
Empty Line
Hydrogen Gas
Highly Volatile Liquid
Liquid Petroleum Gas
Natural Gas
Natural Gas Liquids
Product

Copyright 2011. All rights reserved. IHS Inc.

BRAZOS TX
ABSHIRE UNIT 1
ENERVEST OPERATING L L C
INACTIVE

Detailed Production Report

Lease Name:	**ABSHIRE UNIT**	**Well Number:**	**1**
Lease Number:	151529	Cum Oil:	123,181
Operator Name:	ENERVEST OPERATING L L C	Cum Gas:	5,075,030
State:	TEXAS	Cum Water:	251,526 since JUN 1995
County:	BRAZOS	First Production Date:	SEP 1994
Field:	GIDDINGS	Last Production Date:	NOV 2006
TX Railroad Dist	TEXAS DISTRICT 03	Spot	
Survey Name	MAYS THOMAS H	Abstract Number	160
Block		Section	
League, Spot code		Labor	
Township		Lot	
Latitude/Longitude:	30.48051 -96.14522	Lat/Long Source:	TS
Regulatory #:	151529	Completion Date:	SEP 21, 1994
API:	42041318280000	Total Depth:	16205
Production ID:	242030151529	Upper Perforation:	11984
Reservoir Name:	AUSTIN CHALK GAS	Lower Perforation:	16205
Prod Zone:	AUSTIN	Gas Gravity:	0.71
Prod Zone Code:	605ASTN	Oil Gravity:	53.9
Basin Name:	GULF COAST BASIN	Temp Gradient:	1.8
Gas Gatherer:	ENETR	N Factor:	
Liquid Gatherer:	EASTC	GOR:	
Status:	INACTIVE GAS		

Annual Production **(13 years)**

Year	Oil BBLS	Gas MCF	Water BBLS
Beginning Cum:			
1994	29,327	888,881	
1995	52,808	1,783,878	46,461
1996	16,705	825,021	45,872
1997	7,416	507,192	24,925
1998	5,573	320,863	21,273
1999	3,870	230,187	16,376
2000	1,921	112,065	7,244
2001	484	41,279	994
2002	2,350	165,143	34,075
2003	1,356	91,125	23,017
2004	947	56,737	14,536
2005	411	49,635	16,566
2006	13	3,024	187
Totals:	123,181	5,075,030	251,526

Copyright 2011. All rights reserved. IHS Inc.

Monthly Production

Date MO/YR	Oil BBLS	Gas MCF	Water BBLS	Cond Yld STB/MMCF	% Water	# of Wells	Days on
SEP 1994	2,945	69,543		42.35		1	
OCT 1994	9,408	278,298		33.81		1	
NOV 1994	8,981	276,558		32.48		1	
DEC 1994	7,993	264,482		30.23		1	
Totals: 1994	29,327	888,881					
JAN 1995	8,848	268,924	0	32.91		1	
FEB 1995	5,907	202,420	0	29.19		1	
MAR 1995	5,946	198,037	0	30.03		1	
APR 1995	5,415	174,584	0	31.02		1	
MAY 1995	4,635	152,638	0	30.37		1	
JUN 1995	4,454	136,341	8,010	32.67	64.27	1	
JUL 1995	4,224	133,655	7,852	31.61	65.02	1	
AUG 1995	3,424	107,784	6,332	31.77	64.90	1	
SEP 1995	3,291	102,851	6,042	32.00	64.74	1	
OCT 1995	2,477	108,546	6,377	22.82	72.02	1	
NOV 1995	2,193	97,928	5,857	22.40	72.76	1	
DEC 1995	1,994	100,170	5,991	19.91	75.03	1	
Totals: 1995	52,808	1,783,878	46,461				
JAN 1996	1,891	87,378	5,226	21.65	73.43	1	
FEB 1996	1,892	74,694	4,467	25.34	70.25	1	
MAR 1996	1,795	77,755	4,651	23.09	72.15	1	
APR 1996	1,647	73,355	4,387	22.46	72.70	1	
MAY 1996	1,795	72,102	4,312	24.90	70.61	1	
JUN 1996	1,478	69,480	3,697	21.28	71.44	1	
JUL 1996	1,265	68,543	3,647	18.46	74.25	1	
AUG 1996	1,120	66,160	3,520	16.93	75.86	1	
SEP 1996	981	59,821	3,183	16.40	76.44	1	
OCT 1996	991	62,078	3,303	15.97	76.92	1	
NOV 1996	911	57,154	3,041	15.94	76.95	1	
DEC 1996	939	56,501	2,438	16.62	72.19	1	
Totals: 1996	16,705	825,021	45,872				
JAN 1997	821	55,979	2,415	14.67	74.63	1	
FEB 1997	702	49,262	2,126	14.26	75.18	1	
MAR 1997	716	50,287	2,170	14.24	75.19	1	
APR 1997	667	46,507	2,007	14.35	75.06	1	
MAY 1997	640	44,299	1,912	14.45	74.92	1	
JUN 1997	594	40,681	1,692	14.61	74.02	1	
JUL 1997	629	40,558	1,686	15.51	72.83	1	
AUG 1997	571	37,918	1,577	15.06	73.42	1	
SEP 1997	503	36,125	1,502	13.93	74.91	1	
OCT 1997	504	36,426	1,515	13.84	75.04	1	
NOV 1997	532	35,051	3,205	15.18	85.76	1	
DEC 1997	537	34,099	3,118	15.75	85.31	1	
Totals:							

Copyright 2011. All rights reserved. IHS Inc.

	1997	7,416	507,192	24,925			
JAN	1998	512	32,039	2,930	15.99	85.12	1
FEB	1998	466	26,786	2,450	17.40	84.02	1
MAR	1998	507	28,321	2,590	17.91	83.63	1
APR	1998	432	25,319	2,315	17.07	84.27	1
MAY	1998	516	25,598	2,341	20.16	81.94	1
JUN	1998	555	32,093	1,308	17.30	70.21	1
JUL	1998	431	27,394	1,116	15.74	72.14	1
AUG	1998	469	27,459	1,119	17.09	70.47	1
SEP	1998	419	24,812	1,011	16.89	70.70	1
OCT	1998	426	24,648	1,004	17.29	70.21	1
NOV	1998	425	23,081	941	18.42	68.89	1
DEC	1998	415	23,313	2,148	17.81	83.81	1
	Totals: 1998	5,573	320,863	21,273			
JAN	1999	377	21,037	1,938	17.93	83.71	1
FEB	1999	391	22,335	2,058	17.51	84.03	1
MAR	1999	389	23,346	2,151	16.67	84.69	1
APR	1999	368	21,659	1,995	17.00	84.43	1
MAY	1999	359	21,328	1,965	16.84	84.55	1
JUN	1999	349	21,349	1,055	16.35	75.14	1
JUL	1999	311	20,824	1,030	14.94	76.81	1
AUG	1999	285	19,306	954	14.77	77.00	1
SEP	1999	261	15,204	752	17.17	74.23	1
OCT	1999	268	17,151	848	15.63	75.99	1
NOV	1999	237	13,567	671	17.47	73.90	1
DEC	1999	275	13,081	959	21.03	77.71	1
	Totals: 1999	3,870	230,187	16,376			
JAN	2000	278	14,065	1,031	19.77	78.76	1
FEB	2000	258	14,430	1,058	17.88	80.40	1
MAR	2000	222	13,068	958	16.99	81.19	1
APR	2000	160	10,279	754	15.57	82.49	1
MAY	2000	277	12,322	752	22.49	73.08	1
JUN	2000	166	10,142	619	16.37	78.85	1
JUL	2000	170	9,630	587	17.66	77.54	1
AUG	2000	172	8,301	506	20.73	74.63	1
SEP	2000	105	6,788	414	15.47	79.77	1
OCT	2000	5	5,138	313	0.98	98.43	1
NOV	2000	11	4,137	252	2.66	95.82	1
DEC	2000	97	3,765	0	25.77		1
	Totals: 2000	1,921	112,065	7,244			
JAN	2001	20	5,554	0	3.61		1
FEB	2001	47	4,861	0	9.67		1
MAR	2001	95	5,079	0	18.71		1
APR	2001	67	3,686	0	18.18		1
MAY	2001	68	3,660	0	18.58		1
JUN	2001	20	3,041	0	6.58		1
JUL	2001	2	3,301	0	0.61		1
AUG	2001	0	528	0			1
SEP	2001	125	2,561	0	48.81		1
OCT	2001	35	4,189	0	8.36		1

Copyright 2011. All rights reserved. IHS Inc.

NOV 2001	0	752	155			1
DEC 2001	5	4,067	839	1.23	99.41	1
Totals:						
2001	484	41,279	994			
JAN 2002	233	23,493	4,848	9.92	95.41	1
FEB 2002	214	14,405	2,972	14.86	93.28	1
MAR 2002	272	15,539	3,206	17.51	92.18	1
APR 2002	184	13,283	2,741	13.86	93.71	1
MAY 2002	188	13,004	2,683	14.46	93.45	1
JUN 2002	183	13,139	2,711	13.93	93.68	1
JUL 2002	210	13,508	2,787	15.55	92.99	1
AUG 2002	189	12,931	2,668	14.62	93.38	1
SEP 2002	171	12,327	2,544	13.88	93.70	1
OCT 2002	176	12,081	2,493	14.57	93.41	1
NOV 2002	168	11,405	2,353	14.74	93.34	1
DEC 2002	162	10,028	2,069	16.16	92.74	1
Totals:						
2002	2,350	165,143	34,075			
JAN 2003	130	7,308	1,508	17.79	92.06	1
FEB 2003	90	5,396	1,113	16.68	92.52	1
MAR 2003	204	11,594	2,392	17.60	92.14	1
APR 2003	140	9,002	1,858	15.56	92.99	1
MAY 2003	82	7,567	1,561	10.84	95.01	1
JUN 2003	112	9,032	1,864	12.41	94.33	1
JUL 2003	120	7,370	1,521	16.29	92.69	1
AUG 2003	113	6,239	1,287	18.12	91.93	1
SEP 2003	4	129	27	31.01	87.10	1
OCT 2003	72	7,323	2,634	9.84	97.34	1
NOV 2003	135	9,293	3,342	14.53	96.12	1
DEC 2003	154	10,872	3,910	14.17	96.21	1
Totals:						
2003	1,356	91,125	23,017			
JAN 2004	141	10,070	3,622	14.01	96.25	1
FEB 2004	130	8,243	2,965	15.78	95.80	1
MAR 2004	118	8,045	2,894	14.67	96.08	1
APR 2004	120	8,230	2,960	14.59	96.10	1
MAY 2004	110	6,528	614	16.86	84.81	1
JUN 2004	88	6,542	615	13.46	87.48	1
JUL 2004	54	764	72	70.69	57.14	1
AUG 2004	62	1,419	133	43.70	68.21	1
SEP 2004	29	1,534	144	18.91	83.24	1
OCT 2004	38	1,677	158	22.66	80.61	1
NOV 2004	25	2,090	196	11.97	88.69	1
DEC 2004	32	1,595	163	20.07	83.59	1
Totals:						
2004	947	56,737	14,536			
JAN 2005	29	2,049	209	14.16	87.82	1
FEB 2005	5	1,542	157	3.25	96.91	1
MAR 2005	11	5,665	4,746	1.95	99.77	1
APR 2005	110	10,708	8,972	10.28	98.79	1
MAY 2005	58	8,266	695	7.02	92.30	1
JUN 2005	52	7,313	615	7.12	92.20	1
JUL 2005	53	5,889	495	9.00	90.33	1

Copyright 2011. All rights reserved. IHS Inc.

AUG 2005	35	2,536	213	13.81	85.89	1
SEP 2005	15	2,398	202	6.26	93.09	1
OCT 2005	15	1,899	160	7.90	91.43	1
NOV 2005	16	757	64	21.14	80.00	1
DEC 2005	12	613	38	19.58	76.00	1
Totals:						
2005	411	49,635	16,566			
JAN 2006	1	794	49	1.26	98.00	1
FEB 2006	1	409	25	2.45	96.15	1
MAR 2006	1	933	57	1.08	98.28	1
APR 2006	0	286	18			1
MAY 2006	1	206	13	4.86	92.86	1
JUN 2006	1	97	6	10.31	85.71	1
JUL 2006	2	0	0			1
AUG 2006	0	0	0			0
SEP 2006	3	273	17	10.99	85.00	1
OCT 2006	0	26	2			1
NOV 2006	3					1
Totals:						
2006	13	3,024	187			

Gas Tests **Total count: 21**

API Number	Well Number	Test Date	WHSIP	WHFP	BHP	BHP/Z	Water B/D	Cond B/D	Gas MCFD	AOF MCFD
First Test										
42041318280000	1	19941005	4850		6316	5679				24500
42041318280000	1	19950610	2615	1515	3525	3706	290	156	4936	
42041318280000	1	19951114	1865	1015	2509	2703	211	78	3528	
42041318280000	1	19960612	1515	765	2065	2242	131	48	2462	
42041318280000	1	19961230	1090	365	1476	1588	86	28	1993	
42041318280000	1	19970623	965	265	1294	1381	58	23	1395	
42041318280000	1	19971105	915	265	1225	1303	108	17	1181	
42041318280000	1	19980603	965	265	1294	1381	63	27	1546	
42041318280000	1	19981208	915	265	1225	1303	90	17	977	
42041318280000	1	19990618	765	215	1009	1060	40	12	809	
42041318280000	1	19991214	765	190	1013	1067	53	12	723	
42041318280000	1	20000530	815	110	1081	1142	33	7	541	
42041318280000	1	20001205	865	75	1150	1218		1	278	
42041318280000	1	20010505	465	75	609	629		5	171	
42041318280000	1	20011108	1675	75	2276	2468	13		63	
42041318280000	1	20031022	715	136	945	992	132	5	367	
42041318280000	1	20040517	585	79	770	802	25	2	266	
42041318280000	1	20041217	623	98	821	857	10	2	98	
42041318280000	1	20050303	167	65	217	219	93		111	
42041318280000	1	20050514	222	141	289	293	27	7	321	
42041318280000	1	20051212	133	61	173	174	3		49	

39

File No. MF 095404

Termination Worksheet

Date Filed: 10-3-12

Jerry Patterson, Commissioner

By C Bonn