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MODEL FORM RECORDING SUPPLEMENT TO
OPERATING AGREEMENT AND FINANCING STATEMENT

THIS AGREEMENT, entered into by and between EOG Resources, Inc.
hereinafter referred to as "Operator," and the signatory party or parties other than Operator, hereinafter referred to individually as "Non-Operator," and collectively as "Non-Operators."

WHEREAS, the parties to this agreement are owners of Oil and Gas Leases and/or Oil and Gas Interests in the land identified in Exhibit "A" (said land, Leases and Interests being hereinafter called the "Contract Area"), and in any instance in which the Leases, or Interests of a party are not of record, the record owner and the party hereto that owns the interest or rights therein are reflected on Exhibit "A";

WHEREAS, the parties hereto have executed an Operating Agreement dated October 15, 2006 (herein the "Operating Agreement"), covering the Contract Area for the purpose of exploring and developing such lands, Leases and Interests for Oil and Gas; and

WHEREAS, the parties hereto have executed this agreement for the purpose of imparting notice to all persons of the rights and obligations of the parties under the Operating Agreement and for the further purpose of perfecting those rights capable of perfection.

NOW, THEREFORE, in consideration of the mutual rights and obligations of the parties hereto, it is agreed as follows:

1. This agreement supplements the Operating Agreement, which Agreement in its entirety is incorporated herein by reference, and all terms used herein shall have the meaning ascribed to them in the Operating Agreement.

2. The parties do hereby agree that:

A. The Oil and Gas Leases and/or Oil and Gas Interests of the parties comprising the Contract Area shall be subject to and burdened with the terms and provisions of this agreement and the Operating Agreement, and the parties do hereby commit such Leases and Interests to the performance thereof.

B. The exploration and development of the Contract Area for Oil and Gas shall be governed by the terms and provisions of the Operating Agreement, as supplemented by this agreement.

C. All costs and liabilities incurred in operations under this agreement and the Operating Agreement shall be borne and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties hereto, as provided in the Operating Agreement.

D. Regardless of the record title ownership to the Oil and Gas Leases and/or Oil and Gas Interests identified on Exhibit "A," all production of Oil and Gas from the Contract Area shall be owned by the parties as provided in the Operating Agreement; provided nothing contained in this agreement shall be deemed an assignment or cross-assignment of interests covered hereby.

E. Each party shall pay or deliver, or cause to be paid or delivered, all burdens on its share of the production from the Contract Area as provided in the Operating Agreement.

F. An overriding royalty, production payment, net profits interest or other burden payable out of production hereafter created, assignments of production given as security for the payment of money and those overriding royalties, production payments and other burdens payable out of production heretofore created and defined as Subsequently Created Interests in the Operating Agreement shall be (i) borne solely by the party whose interest is burdened therewith, (ii) subject to suspension if a party is required to assign or relinquish to another party an interest which is subject to such burden, and (iii) subject to the lien and security interest hereinafter provided if the party subject to such burden fails to pay its share of expenses chargeable hereunder and under the Operating Agreement, all upon the terms and provisions and in the times and manner provided by the Operating Agreement.

G. The Oil and Gas Leases and/or Oil and Gas Interests which are subject hereto may not be assigned or transferred except in accordance with those terms, provisions and restrictions in the Operating Agreement regulating such transfers. This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, devisees, legal representatives, and assigns, and the terms hereof shall be deemed to run with the leases or interests included within the lease Contract Area.

H. The parties shall have the right to acquire an interest in renewal, extension and replacement leases, leases proposed to be surrendered, wells proposed to be abandoned, and interests to be relinquished as a result of non-participation in subsequent operations, all in accordance with the terms and provisions of the Operating Agreement.

I. The rights and obligations of the parties and the adjustment of interests among them in the event of a failure or loss of title, each party's right to propose operations, obligations with respect to participation in operations on the Contract Area and the consequences of a failure to participate in operations, the rights and obligations of the parties regarding the marketing of production, and the rights and remedies of the parties for failure to comply with financial obligations shall be as provided in the Operating Agreement.

J. Each party's interest under this agreement and under the Operating Agreement shall be subject to relinquishment for its failure to participate in subsequent operations and each party's share of production and costs shall be reallocated on the basis of such relinquishment, all upon the terms and provisions provided in the Operating Agreement.

K. All other matters with respect to exploration and development of the Contract Area and the ownership and transfer of the Oil and Gas Leases and/or Oil and Gas Interest therein shall be governed by the terms and provisions of the Operating Agreement.

3. The parties hereby grant reciprocal liens and security interests as follows:

A. Each party grants to the other parties hereto a lien upon any interest it now owns or hereafter acquires in Oil and Gas Leases and Oil and Gas Interests in the Contract Area, and a security interest and/or purchase money security interest in any interest it now owns or hereafter acquires in the personal property and fixtures on or used or obtained for use in connection therewith, to secure performance of all of its obligations under this agreement and the Operating Agreement including but not limited to payment of expense, interest and fees, the proper disbursement of all monies paid under this agreement and the Operating Agreement, the assignment or relinquishment of interest in Oil and Gas Leases as required under this agreement and the Operating Agreement, and the proper performance of operations under this agreement and the Operating Agreement. Such lien and security interest granted by each party hereto shall include such party's leasehold interests, working interests, operating rights, and royalty and overriding royalty interests in the Contract Area now owned or hereafter acquired and in lands pooled or unitized therewith or otherwise becoming subject to this agreement and the Operating Agreement, the Oil and Gas when extracted therefrom and equipment situated thereon or used or obtained for use in connection therewith (including, without limitation, all wells, tools, and tubular goods), and accounts (including, without limitation, accounts arising from the sale of production at the wellhead),

Oil Conservation Division
Case No. 8
EOG Exhibit No. 8

1 contract rights, inventory and general intangibles relating thereto or arising therefrom, and all proceeds and products of
2 the foregoing.

3 B. Each party represents and warrants to the other parties hereto that the lien and security interest granted by such
4 party to the other parties shall be a first and prior lien, and each party hereby agrees to maintain the priority of said lien
5 and security interest against all persons acquiring an interest in Oil and Gas Leases and Interests covered by this
6 agreement and the Operating Agreement by, through or under such party. All parties acquiring an interest in Oil and
7 Gas Leases and Oil and Gas Interests covered by this agreement and the Operating Agreement, whether by assignment,
8 merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the lien and security interest
9 granted by the Operating Agreement and this instrument as to all obligations attributable to such interest under this
10 agreement and the Operating Agreement whether or not such obligations arise before or after such interest is acquired.

11 C. To the extent that the parties have a security interest under the Uniform Commercial Code of the state in which
12 the Contract Area is situated, they shall be entitled to exercise the rights and remedies of a secured party under the Code.
13 The bringing of a suit and the obtaining of judgment by a party for the secured indebtedness shall not be deemed an
14 election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In
15 addition, upon default by any party in the payment of its share of expenses, interest or fees, or upon the improper use of
16 funds by the Operator, the other parties shall have the right, without prejudice to other rights or remedies, to collect
17 from the purchaser the proceeds from the sale of such defaulting party's share of Oil and Gas until the amount owed by
18 such party, plus interest, has been received, and shall have the right to offset the amount owed against the proceeds from
19 the sale of such defaulting party's share of Oil and Gas. All purchasers of production may rely on a notification of default
20 from the non-defaulting party or parties stating the amount due as a result of the default, and all parties waive any
21 recourse available against purchasers for releasing production proceeds as provided in this paragraph.

22 D. If any party fails to pay its share of expenses within one hundred-twenty (120) days after rendition of a statement
23 therefor by Operator the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid
24 amount in the proportion that the interest of each such party bears to the interest of all such parties. The amount paid
25 by each party so paying its share of the unpaid amount shall be secured by the liens and security rights described in this
26 paragraph 3 and in the Operating Agreement, and each paying party may independently pursue any remedy available
27 under the Operating Agreement or otherwise.

28 E. If any party does not perform all of its obligations under this agreement or the Operating Agreement, and the
29 failure to perform subjects such party to foreclosure or execution proceedings pursuant to the provisions of this
30 agreement or the Operating Agreement, to the extent allowed by governing law, the defaulting party waives any
31 available right of redemption from and after the date of judgment, any required valuation or appraisal of the
32 mortgaged or secured property prior to sale, any available right to stay execution or to require a marshalling of assets
33 and any required bond in the event a receiver is appointed. In addition, to the extent permitted by applicable law, each
34 party hereby grants to the other parties a power of sale as to any property that is subject to the lien and security rights
35 granted hereunder or under the Operating Agreement, such power to be exercised in the manner provided by applicable
36 law or otherwise in a commercially reasonable manner and upon reasonable notice.

37 F. The lien and security interest granted in this paragraph 3 supplements identical rights granted under the
38 Operating Agreement.

39 G. To the extent permitted by applicable law, Non-Operators agree that Operator may invoke or utilize the
40 mechanics' or materialmen's lien law of the state in which the Contract Area is situated in order to secure the payment
41 to Operator of any sum due under this agreement and the Operating Agreement for services performed or materials
42 supplied by Operator.

43 H. The above described security will be financed at the wellhead of the well or wells located on the Contract Area and
44 this Recording Supplement may be filed in the land records in the County or Parish in which the Contract Area is
45 located, and as a financing statement in all recording offices required under the Uniform Commercial Code or other
46 applicable state statutes to perfect the above-described security interest, and any party hereto may file a continuation
47 statement as necessary under the Uniform Commercial Code, or other state laws.

48 4. This agreement shall be effective as of the date of the Operating Agreement as above recited. Upon termination of
49 this agreement and the Operating Agreement and the satisfaction of all obligations thereunder, Operator is authorized to file
50 of record in all necessary recording offices a notice of termination, and each party hereto agrees to execute such a notice of
51 termination as to Operator's interest, upon the request of Operator, if Operator has complied with all of its financial
52 obligations.

53 5. This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties
54 hereto and their respective heirs, devisees, legal representatives, successors and assigns. No sale, encumbrance, transfer or
55 other disposition shall be made by any party of any interest in the Leases or Interests subject hereto except as expressly
56 permitted under the Operating Agreement and, if permitted, shall be made expressly subject to this agreement and the
57 Operating Agreement and without prejudice to the rights of the other parties. If the transfer is permitted, the assignee of an
58 ownership interest in any Oil and Gas Lease shall be deemed a party to this agreement and the Operating Agreement as to
59 the interest assigned from and after the effective date of the transfer of ownership; provided, however, that the other parties
60 shall not be required to recognize any such sale, encumbrance, transfer or other disposition for any purpose hereunder until
61 thirty (30) days after they have received a copy of the instrument of transfer or other satisfactory evidence thereof in writing
62 from the transferor or transferee. No assignment or other disposition of interest by a party shall relieve such party of
63 obligations previously incurred by such party under this agreement or the Operating Agreement with respect to the interest
64 transferred, including without limitation the obligation of a party to pay all costs attributable to an operation conducted under
65 this agreement and the Operating Agreement in which such party has agreed to participate prior to making such assignment,
66 and the lien and security interest granted by Article VII.B. of the Operating Agreement and hereby shall continue to burden
67 the interest transferred to secure payment of any such obligations.

68 6. In the event of a conflict between the terms and provisions of this agreement and the terms and provisions of the
69 Operating Agreement, then, as between the parties, the terms and provisions of the Operating Agreement shall control.

70 7. This agreement shall be binding upon each Non-Operator when this agreement or a counterpart thereof has been
71 executed by such Non-Operator and Operator notwithstanding that this agreement is not then or thereafter executed by all of
72 the parties to which it is tendered or which are listed on Exhibit "A" as owning an interest in the Contract Area or which
73 own, in fact, an interest in the Contract Area. In the event that any provision herein is illegal or unenforceable, the
74 remaining provisions shall not be affected, and shall be enforced as if the illegal or unenforceable provision did not appear herein.

8. Other provisions.

EOG Resources, Inc. who has prepared and circulated this form for execution, represents and warrants that the form was printed from and, with the exception(s) listed below, is identical to the AAPL Form 610RS-1989 Model Form Recording Supplement to Operating Agreement and Financing Statement, as published in computerized form by Forms On-A-Disk, Inc. No changes, alterations, or modifications, other than those made by strikethrough and/or insertion and that are clearly recognizable as changes in Articles II, III, VI, VIII, X, XIII, XIV, XVI, have been made to the form.

IN WITNESS WHEREOF, this agreement shall be effective as of the 15th day of October, year 2006.

ATTEST OR WITNESS:

OPERATOR

EOG Resources, Inc.

By: [Signature] dwf

Steven E. Weatherl

Type or Print Name

Title: Vice President

Date: 10-17-06

Address: P. O. Box 2267, Midland, Texas 79702

ATTEST OR WITNESS:

NON-OPERATOR

Occidental Permian Limited Partnership

By: [Signature] Type or Print Name

Title:

Date:

Address: 6 Desta Drive, Midland, TX 79707

Attest or Witness:

Clarence W. Stumhoffer & wife, Frieda T. Stumhoffer

Date

Address: 1007 Ridgley, Ft. Worth, TX 76116

Attest or Witness:

J. Cleo Thompson & James Cleo Thompson, Jr. LP

By: [Signature]

Type or print name

Title

Date

Address: 125 N. St. Paul St., Ste 4500, Dallas, TX 75201

Attest or Witness:

Boswell Interest, Ltd.

By: [Signature]

Type or print name

Title

Date

Address: 1320 Lake Street, Ft. Worth, TX 76102

1 8. Other provisions.
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6 EOG Resources, Inc., who has prepared and circulated this form for execution, represents and warrants
7 that the form was printed from and, with the exception(s) listed below, is identical to the AAPL Form 610RS-1989 Model
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10 and that are clearly recognizable as changes in Articles II, III, VI, VIII, X, XIII, XIV, XVI, have been made to the form.
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12
13 IN WITNESS WHEREOF, this agreement shall be effective as of the 15th day of October
14 year: 2006.

15
16 ATTEST OR WITNESS:

OPERATOR

EOG Resources, Inc.

17
18
19 By: _____

Steven E. Weatherl

Type or Print Name

21
22
23 Title: Vice President

24 Date: _____

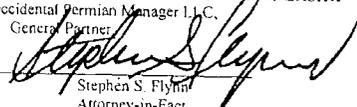
25 Address: P. O. Box 2267, Midland, Texas 79702
26
27

28 ATTEST OR WITNESS:

NON-OPERATOR

29
30
31 OCCIDENTAL PERMIAN LIMITED PARTNERSHIP

By: Occidental Permian Manager I, L.C.
General Partner

32
33
34 By: 
35 Stephen S. Flynn
36 Attorney-in-Fact
37

38 Attest or Witness:

Clarence W. Stumboffer & wife, Frieda T. Stumboffer

39
40
41
42
43
44
45 Date _____

46 Address: 1007 Ridglea, Ft. Worth, TX 76116
47

48 Attest or Witness:

J. Cleo Thompson & James Cleo Thompson, Jr. LP

49
50
51 By: _____

Type or print name

52
53
54
55 Title _____

56 Date _____

57 Address: 325 N. St. Paul St., Ste 4500, Dallas, TX 75201
58
59

60 Attest or Witness:

Boswell Interest, Ltd.

61
62
63 By: _____

Type or print name

64
65
66
67 Title _____

68 Date _____

69 Address: 1320 Lake Street, Ft. Worth, TX 76102
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14 year, 2006.

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16 ATTEST OR WITNESS:

OPERATOR

EOG Resources, Inc.

17
18
19 By: _____

Steven E. Weatherl

Type or Print Name

20
21
22 Title: Vice President

23 Date: _____

24 Address: P. O. Box 2267, Midland, Texas 79702
25
26
27

28 ATTEST OR WITNESS:

NON-OPERATOR

Occidental Permian Limited Partnership

29
30
31 By: _____

Type or Print Name

32
33
34 Title: _____

35 Date: _____

36 Address: 6 Desta Drive, Midland, TX 79707
37

38 Attest or Witness:

Clarence W. Stumbuffer & wife, Frieda T. Stumbuffer

c.w. Stumbuffer

Frieda T. Stumbuffer

39
40
41
42
43
44 Date: December 11, 2006

45 Address: ~~707 Bridge Pt. Worth, TX 76102~~

P. O. Box 100416

FORT WORTH, TEXAS 76185-0416

46
47
48 Attest or Witness:

J. Cleo Thompson & James Cleo Thompson, Jr. LP

49
50
51 By: _____

Type or print name

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53
54 Title: _____

55 Date: _____

56 Address: 325 N. St. Paul St., Ste 4500, Dallas, TX 75201
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60 Attest or Witness:

Boswell Interest, Ltd.

61
62
63 By: _____

Type or print name

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66 Title: _____

67 Date: _____

68 Address: 1320 Lake Street, Ft. Worth, TX 76102
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14 year: 2006.

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16 ATTEST OR WITNESS:

OPERATOR

EOG Resources, Inc.

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19 By: _____

Steven E. Weatherl

Type or Print Name

21
22
23 Title: Vice President

24 Date: _____

25 Address: P. O. Box 2267, Midland, Texas 79702

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28 ATTEST OR WITNESS:

NON-OPERATOR

Occidental Permian Limited Partnership

29
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31 By: _____

Type or Print Name

32
33 Title: _____

34 Date: _____

35 Address: 6 Oesta Drive, Midland, TX 79707

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38 Attest or Witness:

Clarence W. Stumhoffer & wife, Frieda T. Stumhoffer

39
40
41 Date: _____

42 Address: 1007 Ridglea, Ft. Worth, TX 76116

43
44
45 Attest or Witness:

J. CLEO THOMPSON & JAMES CLEO THOMPSON, JR., L.P.

46
47
48 By: **J. CLEO THOMPSON PETROLEUM MANAGEMENT, L.L.C.**,
a Texas limited liability company, its general partner

49
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55 By: James Cleo Thompson, Jr.
James Cleo Thompson, Jr., Member-Manager

56
57
58 Attest or Witness:

Boswell Interest, Ltd.

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60
61 By: _____

Type or print name

62
63 Title: _____

64 Date: _____

65 Address: 1320 Lake Street, Ft. Worth, TX 76102

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14 year: 2006.

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16 ATTEST OR WITNESS:

OPERATOR

EOG Resources, Inc.

17
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19 By: _____

Steven E. Weatherl

Type or Print Name

20
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22 Title: Vice President

23 Date: _____

24 Address: P. O. Box 2267, Midland, Texas 79702

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28 ATTEST OR WITNESS:

NON-OPERATOR

Occidental Permian Limited Partnership

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31 By: _____

Type or Print Name

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Clarence W. Stumhoffer & wife, Frieda T. Stumhoffer

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J. Cleo Thompson & James Cleo Thompson, Jr. LP

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51 By: _____

Type or print name

52
53 Title _____

54 Date _____

55 Address: 325 N. St. Paul St., Ste 4500, Dallas, TX 75201

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60 Attest ~~XXXXXXXX~~

Boswell Interest Ltd.

61
62
63 By: John P. Boswell

Type or print name

64
65
66 Title: President

67 Date: 10/16/2006

68 Address: 1320 Lake Street, Ft. Worth, TX 76102

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Patricia Dean Boswell
Patricia Dean Boswell, Secretary

1 Attest or ~~XXXXXX~~

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4 Patricia Dean Boswell
5 Patricia Dean Boswell, Secretary
6

By John P. Oil Company
John P. Boswell
John P. Boswell
Type or print name

Title Vice President
Date 10/16/2006
Address: 1320 Lake Street, Ft. Worth, TX 76102

15 Attest or ~~XXXXXX~~

16
17 Patricia Dean Boswell
18 Patricia Dean Boswell, Secretary
19

By C.E.B. Oil Company
John P. Boswell
John P. Boswell
Type or print name

Title Vice President
Date 10/16/2006
Address: 1320 Lake Street, Ft. Worth, TX 76102

27 Attest or ~~XXXXXX~~

28
29 Patricia Dean Boswell
30 Patricia Dean Boswell, Secretary
31

By E.A.B. Oil Company
John P. Boswell
John P. Boswell
Type or print name

Title Vice President
Date 10/16/2006
Address: 1320 Lake Street, Ft. Worth, TX 76102

39 Attest or ~~XXXXXX~~

40
41 Patricia Dean Boswell
42 Patricia Dean Boswell, Secretary
43

By P.V.B. Oil Company
John P. Boswell
John P. Boswell
Type or print name

Title Vice President
Date 10/16/2006
Address: 1320 Lake Street, Ft. Worth, TX 76102

52 Attest or Witness:

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By Houston and Emma Hall Trust Est.

Type or print name

Title _____
Date _____
Address: 500 W. 7th St., Suite 1802, Ft. Worth, TX 76102

65 Attest or Witness:

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By Express Air Drilling, Inc.

Type or print name

Title _____
Date _____
Address: 2828 Oak Lawn Ave., Ste 1525, Dallas, TX 75219

1 Attest or Witness:

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65 Attest or Witness:

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John P. Oil Company

By _____

Type or print name

Title _____

Date _____

Address: 1320 Lake Street, Ft. Worth, TX 76102

C.E.B. Oil Company

By _____

Type or print name

Title _____

Date _____

Address: 1320 Lake Street, Ft. Worth, TX 76102

E.A.B. Oil Company

By _____

Type or print name

Title _____

Date _____

Address: 1320 Lake Street, Ft. Worth, TX 76102

P.V.B. Oil Company

By _____

Type or print name

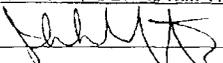
Title _____

Date _____

Address: 1320 Lake Street, Ft. Worth, TX 76102

Hill
Houston and Emma Half-Trust Est.

By _____


John A. Styrsky

Type or print name

Title Co-Trustee

Date October 17, 2006

Address: 500 W. 7th St., Suite 1802, Ft. Worth, TX 76102

Express Air Drilling, Inc.

By _____

Type or print name

Title _____

Date _____

Address: 3838 Oak Lawn Ave., Ste 1525, Dallas, TX 75219

1 Attest or Witness:
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John P. Oil Company
By _____

Type or print name
Title _____
Date _____
Address: 1320 Lake Street, Ft. Worth, TX 76102

15 Attest or Witness:
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C.E.B. Oil Company
By _____

Type or print name
Title _____
Date _____
Address: 1320 Lake Street, Ft. Worth, TX 76102

27 Attest or Witness:
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E.A.B. Oil Company
By _____

Type or print name
Title _____
Date _____
Address: 1320 Lake Street, Ft. Worth, TX 76102

39 Attest or Witness:
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P.V.B. Oil Company
By _____

Type or print name
Title _____
Date _____
Address: 1320 Lake Street, Ft. Worth, TX 76102

52 Attest or Witness:
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Houston and Emma Hall Trust Est.
By _____

Type or print name
Title _____
Date _____
Address: 500 W. 7th St., Suite 1802, Ft. Worth, TX 76102

65 Attest or Witness:
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Sharon Ashley
SHARON ASHLEY, Controller

Express Air Drilling, Inc.
By Norman W. Smith
NORMAN W. SMITH
Type or print name
Title President
Date 10-11-06
Address: 3838 Oak Lawn Ave., Ste 1525, Dallas, TX 75219

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Attest or Witness:

Web-Tex Drilling Company, L.P.
BY: WES-TEX Holdings, LLC, General Partner
By *David Morris*
David Morris
Type or print name

Title Executive Vice President
Date 10/12/06
Address P. O. Box 3739, Abilene, TX 79604-3739

Attest or Witness:

Burnett Oil Company
By _____
Type or print name

Title _____
Date _____
Address Burnett Plaza, Ste 1300, 801 Cherry St.
Unit #9, Ft. Worth, TX 76102

Attest or Witness:

Merlyn D. Dahlin & wife, Ruth G. Dahlin
Date _____
Address 612 Belinda Dr., Keller, TX 76248

Attest or Witness:

David L. Henderson & wife, Dawn Henderson
Date _____
Address 815 W. 10th Street, Ft. Worth, TX 76102

Attest or Witness:

Michael J. Havel & wife, Kathleen A. Havel
Date _____
Address 7607 Chalkstone, Dallas, TX 75248

Attest or Witness:

C.W. Seely & wife, Ina B. Seely
Date _____
Address 815 W. 10th St., Ft. Worth, TX 76102

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Attest or Witness:

Wes-Tex Drilling Company

By

Type or print name

Title

Date

Address: P. O. Box 3739, Abilene, TX 79604-3739

Attest or Witness:

Burnett Oil Company

By: Burnett Oil Co. Inc, Manager

By

William D. Pollard

Type or print name

Title

Date

Address: Burnett Plaza, Ste 1300, 801 Cherry St.
Unit #9, Ft. Worth, TX 76102

Attest or Witness:

Merlyn D. Dahlin & wife, Ruth G. Dahlin

Date

Address: 612 Belinda Dr., Keller, TX 76248

Attest or Witness:

David L. Henderson & wife, Dawn Henderson

Date

Address: 815 W. 10th Street, Ft. Worth, TX 76102

Attest or Witness:

Michael J. Havel & wife, Kathleen A. Havel

Date

Address: 7607 Chalkstone, Dallas, TX 75248

Attest or Witness:

C.W. Seely & wife, Ina B. Seely

Date

Address: 815 W. 10th St., Ft. Worth, TX 76102

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Attest or Witness:

Wes-Tex Drilling Company

By _____

Type or print name

Title _____

Date _____

Address: P. O. Box 3739, Abilene, TX 79604-3739

Attest or Witness:

Burnett Oil Company

By _____

Type or print name

Title _____

Date _____

Address: Burnett Plaza, Ste 1300, 801 Cherry St.
Unit #9, Ft. Worth, TX 76102

Attest or Witness:

Merlyn W. Dahlin & wife, Ruth G. Dahlin

Merlyn W. Dahlin
Ruth G. Dahlin

Date _____

Address: 8401 Lake Harbor Court
Ft. Worth, TX 76179

Attest or Witness:

David L. Henderson & wife, Dawn Henderson

Date _____

Address: 815 W. 10th Street, Ft. Worth, TX 76102

Attest or Witness:

Michael J. Havel & wife, Kathleen A. Havel

Date _____

Address: 7607 Chalkstone, Dallas, TX 75248

Attest or Witness:

C.W. Seely & wife, Ina B. Seely

Date _____

Address: 815 W. 10th St., Ft. Worth, TX 76102

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Attest or Witness:

Wes-Tex Drilling Company

By _____

Type or print name

Title _____

Date _____

Address: P. O. Box 3739, Abilene, TX 79604-3739

Attest or Witness:

Burnett Oil Company

By _____

Type or print name

Title _____

Date _____

Address: Burnett Plaza, Ste 1300, 801 Cherry St.
Unit #9, Ft. Worth, TX 76102

Attest or Witness:

Mervyn D. Dahlin & wife, Ruth G. Dahlin

Date _____

Address: 612 Belinda Dr., Keller, TX 76248

Attest or Witness:

David L. Henderson & wife, Dawn Henderson

David L. Henderson

Date 10-17-06

Address: 815 W. 10th Street, Ft. Worth, TX 76102

Attest or Witness:

Michael J. Havel & wife, Kathleen A. Havel

Date _____

Address: 7607 Chalkstone, Dallas, TX 75248

Attest or Witness:

C.W. Seely & wife, Ina B. Seely

Date _____

Address: 815 W. 10th St., Ft. Worth, TX 76102

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Attest or Witness:

Wes-Tex Drilling Company

By _____

Type or print name

Title _____

Date _____

Address. P. O. Box 3739, Abilene, TX 79604-3739

Attest or Witness:

Burnett Oil Company

By _____

Type or print name

Title _____

Date _____

Address. Burnett Plaza, Ste 1300, 801 Cherry St.
Unit #9, Ft. Worth, TX 76102

Attest or Witness:

Merlyn D. Dahlin & wife, Ruth G. Dahlin

Date _____

Address. 612 Belinda Dr., Keller, TX 76248

Attest or Witness:

David L. Henderson & wife, Dawn Henderson

Date _____

Address. 815 W. 10th Street, Ft. Worth, TX 76102

Attest or Witness:

Michael J. Havel & wife, Kathleen A. Havel

Date 10-31-06

Address. 7607 Chalkstone, Dallas, TX 75248

Attest or Witness:

C.W. Seely & wife, Ina B. Seely

Date _____

Address. 815 W. 10th St., Ft. Worth, TX 76102

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Attest or Witness:

Wes-Tex Drilling Company

By _____

Type or print name

Title _____

Date _____

Address: P. O. Box 3739, Abilene, TX 79604-3739

Attest or Witness:

Burnett Oil Company

By _____

Type or print name

Title _____

Date _____

Address: Burnett Plaza, Ste 1300, 801 Cherry St
Unit #2, Ft. Worth, TX 76102

Attest or Witness:

Mervyn D. Dahlin & wife, Ruth G. Dahlin

Date _____

Address: 612 Belinda Dr., Keller, TX 76248

Attest or Witness:

David L. Henderson & wife, Dawn Henderson

Date _____

Address: 815 W. 10th Street, Ft. Worth, TX 76102

Attest or Witness:

Michael J. Havel & wife, Kathleen A. Havel

Date _____

Address: 7607 Chalkstone, Dallas, TX 75248

Attest or Witness:

C.W. Seely & wife, Ina B. Seely

John P. Devere
Melvin Alappal

C.W. Seely

C.W. Seely

Date: 10/17/06

Address: 815 W. 10th St., Ft. Worth, TX 76102

1 Attest or Witness:

2
3 Ineli Alapleby
4
5 Jerri P. Deane
6

Seely Oil Company
By David Henderson
David L. Henderson
Type or print name

Title Executive VP
Date 10-17-06
Address: 815 W. 10th St., Ft. Worth, TX 76102

13 Attest or Witness:

14
15 Ineli Alapleby
16
17 Jerri P. Deane
18

SSV&H Associates
By David Henderson
David L. Henderson
Type or print name

Title Exec Managing Partner D/LH
Date 10-17-06
Address: 815 W. 10th St., Ft. Worth, TX 76102

25 State of)
26) ss.
27 County of)

29 This forgoing instrument was acknowledged before me on _____ day of _____, 2006, by
30 Steven E. Weatherl, as Vice President of EOG Resources, Inc., a Delaware corporation, on behalf of said corporation.

33 (Seal, if any)

Notary Public, State of _____
Title (and Rank) _____
My commission expires: _____

42 State of)
43) ss.
44 County of)

46 This forgoing instrument was acknowledged before me on _____ day of _____, 2006, by
47 _____, as _____ of Occidental Permian Limited Partnership.

50 (Seal, if any)

Notary Public, State of _____
Title (and Rank) _____
My commission expires: _____

58 State of)
59) ss.
60 County of)

63 This instrument was acknowledged before me on this _____ day of _____, 200____, by
64 Clarence W. Stumhoffer & wife, Frieda T. Stumhoffer.

67 (Seal, if any)

Notary Public, State of _____
Title (and Rank) _____
My commission expires: _____

1 Attest or Witness:
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Seely Oil Company
By _____

Type or print name
Title _____
Date _____
Address. 815 W. 10th St., Ft. Worth, TX 76102

13 Attest or Witness:
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SSV&H Associates
By _____

Type or print name
Title _____
Date _____
Address. 815 W. 10th St., Ft. Worth, TX 76102

24
25 State of Texas)
26) ss.
27 County of Midland)
28

29 This foregoing instrument was acknowledged before me on 17th day of October, 2006, by
30 Steven E. Weatherl, as Vice President of EOG Resources, Inc., a Delaware corporation, on behalf of said corporation.

31
32
33 (Seal, if any)



Traci Conner
Notary Public, State of _____
Title (and Rank) _____
My commission expires: _____

41
42 State of _____)
43) ss.
44 County of _____)
45

46 This foregoing instrument was acknowledged before me on _____ day of _____, 2006, by
47 _____, as _____ of Occidental Permian Limited Partnership.

48
49
50 (Seal, if any)

Notary Public, State of _____
Title (and Rank) _____
My commission expires: _____

57
58 State of _____)
59) ss.
60 County of _____)
61
62

63 This instrument was acknowledged before me on this _____ day of _____, 200____, by
64 Clarence W. Stumhoffer & wife, Frieda T. Stumhoffer.

65
66
67 (Seal, if any)

Notary Public, State of _____
Title (and Rank) _____
My commission expires: _____

ACKNOWLEDGEMENTS

NOTE:

The following forms of acknowledgement are the short forms approved by the Uniform Law on Notarial Acts. The Validity and effect of these forms in any state will depend upon the statutes of that state.

Individual Acknowledgement

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on
by

(Seal, if any)

Title (and Rank)
My Commission Expires:

Corporate Acknowledgment

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on
by Steven E. Weatherl, Vice President of EOG Resources, Inc., a Delaware corporation, on behalf of said corporation.

(Seal, if any)

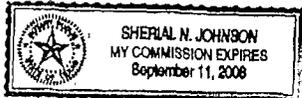
Title (and Rank)
My Commission Expires:

THE STATE OF TEXAS &
COUNTY OF HARRIS &

This instrument was acknowledged before me on October 19, 2006, by Stephen S. Flynn, Attorney-in-Fact of Occidental Permian Manager LLC, a Delaware limited liability company, as General Partner of Occidental Permian Limited Partnership, a Texas limited partnership, on behalf of Occidental Permian Limited Partnership.

Sherial N. Johnson
Notary Public in and for the State of Texas

(Seal, if any)



Title (and Rank)
My Commission Expires:

1 Attest or Witness:

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Seely Oil Company

By _____

Type or print name

Title _____

Date _____

Address: 815 W. 10th St., Ft. Worth, TX 76102

13 Attest or Witness:

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SSV&H Associates

By _____

Type or print name

Title _____

Date _____

Address: 815 W. 10th St., Ft. Worth, TX 76102

25 State of _____)

26) ss.

27 County of _____)

29 This forgoing instrument was acknowledged before me on _____ day of _____, 2006, by
30 Steven E. Weatherl, as Vice President of EOG Resources, Inc., a Delaware corporation, on behalf of said corporation.

33 (Seal, if any)

Notary Public, State of

Title (and Rank) _____

My commission expires: _____

42 State of _____)

43) ss.

44 County of _____)

46 This forgoing instrument was acknowledged before me on _____ day of _____, 2006, by
47 _____, as _____ of Occidental Permian Limited Partnership.

50 (Seal, if any)

Notary Public, State of

Title (and Rank) _____

My commission expires: _____

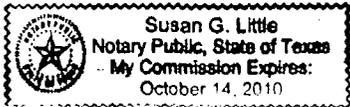
58 State of TEXAS)

59) ss.

60 County of Tarrant)

63 This instrument was acknowledged before me on this 11th day of December, 2006, by
64 Clarence W. Stumboffer & wife, Frieda T. Stumboffer.

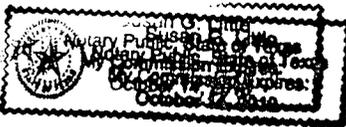
66 (Seal, if any)



Susan G Little
Notary Public, State of

Title (and Rank) _____

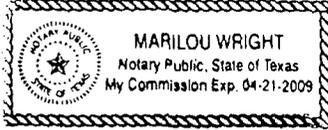
My commission expires: 10-14-2006



1
2 State of Texas)
3) ss.
4 County of Dallas)
5

6 This instrument was acknowledged before me on this 20 day of October, 2006, by
7 James Cleo Thompson, Jr., Member-Manager of J. Cleo Thompson
8 Petroleum Management, LLC, a Texas limited liability company,
9 general partner of J. Cleo Thompson & James Cleo Thompson, Jr.
10 L.P.

11 (Seal, if any)



12 _____
13 Notary Public, State of
14 Title (and Rank) _____
15 My commission expires: _____
16
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18

19
20 State of)
21) ss.
22 County of)
23

24 This instrument was acknowledged before me on this _____ day of _____, 200____, by
25 _____, as _____ of Boswell Interests, Ltd..

26
27
28 (Seal, if any)

29 _____
30 Notary Public, State of
31 Title (and Rank) _____
32 My commission expires: _____
33
34
35

36 State of)
37) ss.
38 County of)
39

40 This instrument was acknowledged before me on this _____ day of _____, 200____, by
41 _____, as _____ of John P. Oil Company.

42
43
44 (Seal, if any)

45 _____
46 Notary Public, State of
47 Title (and Rank) _____
48 My commission expires: _____
49
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51

52
53 State of)
54) ss.
55 County of)
56

57 This instrument was acknowledged before me on this _____ day of _____, 200____, by
58 _____, as _____ of C.E.B. Oil Company.

59
60
61 (Seal, if any)

62 _____
63 Notary Public, State of Texas
64 Title (and Rank) _____
65 My commission expires: _____
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1
2 State of)
3) ss.
4 County of)
5

6 This instrument was acknowledged before me on this _____ day of _____, 200____, by
7 _____, as _____ of J. Cleo Thompson &
8 James Cleo Thompson, Jr. LP.
9

10 (Seal, if any)

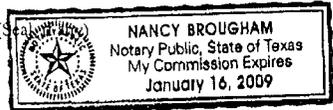
Notary Public, State of

Title (and Rank)

My commission expires:

19
20 State of TEXAS)
21) ss.
22 County of TARRANT)
23

24 This instrument was acknowledged before me on this 16th day of October, 2006, by
25 John P. Boswell, as President of Boswell Interests, Ltd.
26



Nancy Brougham

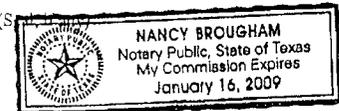
Notary Public, State of Texas

Title (and Rank)

My commission expires: 01/16/2009

35
36 State of TEXAS)
37) ss.
38 County of TARRANT)
39

40 This instrument was acknowledged before me on this 16th day of October, 2006, by
41 John P. Boswell, as Vice President of John P. Oil Company.
42



Nancy Brougham

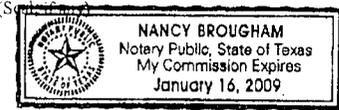
Notary Public, State of Texas

Title (and Rank)

My commission expires: 01/16/2009

50
51
52
53 State of TEXAS)
54) ss.
55 County of TARRANT)
56

57 This instrument was acknowledged before me on this 16th day of October, 2006, by
58 John P. Boswell, as Vice President of C.E.B. Oil Company.
59



Nancy Brougham

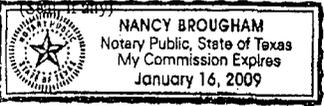
Notary Public, State of Texas

Title (and Rank)

My commission expires: 01/16/2009

1 State of TEXAS)
2) ss.
3 County of TARRANT)

4
5 This instrument was acknowledged before me on this 16th day of October, 2006, by
6 John P. Boswell as Vice President of E.A.B. Oil Company.



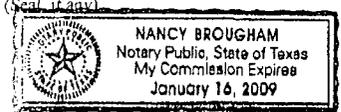
Nancy Brougham
Notary Public, State of Texas

Title (and Rank) _____

My commission expires: 01/16/2009

17 State of TEXAS)
18) ss.
19 County of TARRANT)

20
21 This instrument was acknowledged before me on this 16th day of October, 2006, by
22 John P. Boswell as Vice President of P.V.B. Oil Company.



(Seal, if any)
Nancy Brougham
Notary Public, State of Texas

Title (and Rank) _____

My commission expires: 01/16/2009

33 State of _____)
34) ss.
35 County of _____)

36
37 This instrument was acknowledged before me on the _____ day of _____, 200_, by
38 _____ as _____ of the Houston and Emma Hall
39 Trust Est.

40
41 (Seal, if any) _____
42 Notary Public, State of _____

Title (and Rank) _____

My commission expires: _____

50 State of _____)
51) ss.
52 County of _____)

53
54 This instrument was acknowledged before me on the _____ day of _____, 200_, by
55 _____ as _____ of Express Air Drilling, Inc.

56
57 (Seal, if any) _____
58 Notary Public, State of _____

Title (and Rank) _____

My commission expires: _____

1 State of _____)
2 _____) ss.
3 County of _____)

4
5 This instrument was acknowledged before me on this _____ day of _____, 200____, by
6 _____, as _____ of E.A.B. Oil Company.

7
8 (Seal, if any) _____
9 Notary Public, State of _____
10
11 Title (and Rank) _____
12
13 My commission expires: _____
14
15

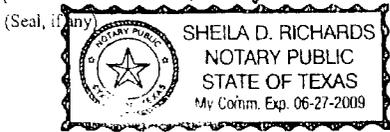
16
17 State of _____)
18 _____) ss.
19 County of _____)

20
21 This instrument was acknowledged before me on this _____ day of _____, 200____, by
22 _____, as _____ of P.V.B. Oil Company.

23
24 (Seal, if any) _____
25 Notary Public, State of _____
26
27 Title (and Rank) _____
28
29 My commission expires: _____
30
31

32
33 State of Texas)
34 _____) ss.
35 County of Tarrant)

36
37 This instrument was acknowledged before me on the 31st day of October, 2006, by
38 John Hysky as Co-Trustee of the Houston and Emma Hill
39 Trust Est.



40
41 (Seal, if any) _____
42 Sheila D. Richards
43 Notary Public, State of _____
44 Title (and Rank) Notary Public
45 My commission expires: 6-27-2009
46
47
48
49

50 State of _____)
51 _____) ss.
52 County of _____)

53
54 This instrument was acknowledged before me on the _____ day of _____, 200____, by
55 _____ as _____ of Express Air Drilling, Inc.

56
57 (Seal, if any) _____
58 Notary Public, State of _____
59
60 Title (and Rank) _____
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62 My commission expires: _____
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1 State of _____)
2) ss.
3 County of _____)

4
5 This instrument was acknowledged before me on this _____ day of _____, 200____, by
6 _____, as _____ of E.A.B. Oil Company.

7
8 (Seal, if any) _____
9 Notary Public, State of _____
10
11 Title (and Rank) _____
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13 My commission expires: _____
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16
17 State of _____)
18) ss.
19 County of _____)

20
21 This instrument was acknowledged before me on this _____ day of _____, 200____, by
22 _____, as _____ of P.V.B. Oil Company.

23
24 (Seal, if any) _____
25 Notary Public, State of _____
26
27 Title (and Rank) _____
28
29 My commission expires: _____
30

31
32
33 State of _____)
34) ss.
35 County of _____)

36
37 This instrument was acknowledged before me on the _____ day of _____, 200____, by
38 _____ as _____ of the Houston and Emma Hall
39 Trust Est.

40
41 (Seal, if any) _____
42 Notary Public, State of _____
43
44 Title (and Rank) _____
45
46 My commission expires: _____
47

48
49
50 State of TEXAS)
51) ss.
52 County of DALLAS)

53
54 This instrument was acknowledged before me on the 11th day of October, 2006 by
55 NORMAN W. SMITH as President of Express Air Drilling, Inc.

56
57 (Seal, if any) _____
58 _____
59 Notary Public, State of _____
60
61 Title (and Rank) _____
62
63 My commission expires: 3-13-10
64



1 State of _____)
2) ss.
3 County of _____)

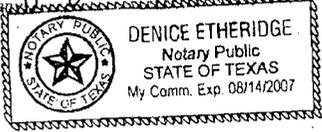
4
5 This instrument was acknowledged before me on the _____ day of _____, 200_, by
6 _____ as _____ of Wes-Tex Drilling Company.

7
8 (Seal, if any) _____
9 Notary Public, State of _____
10
11 Title (and Rank) _____
12
13 My commission expires: _____
14
15
16
17

18 State of Texas)
19) ss.
20 County of Tarrant)

21
22 This instrument was acknowledged before me on the 19th day of October, 2006 by
23 William D. Ballard as President of Burnett Oil Company, Inc.,
24 Manager for Burnett Oil Company.

25 (Seal, if any) _____
26 Denise Etheridge
27 Notary Public, State of Texas
28 Title (and Rank) _____
29
30 My commission expires: 08-14-07
31
32



33 State of _____)
34) ss.
35 County of _____)

36
37 This instrument was acknowledged before me on the _____ day of _____, 200_, by
38 Merlyn D. Dahlin & wife, Ruth G. Dahlin.

39
40 (Seal, if any) _____
41 Notary Public, State of _____
42
43 Title (and Rank) _____
44
45 My commission expires: _____
46
47
48
49

50 State of _____)
51) ss.
52 County of _____)

53
54 This instrument was acknowledged before me on the _____ day of _____, 200_, by
55 David L. Henderson & wife, Dawn Henderson.

56 (Seal, if any) _____
57 Notary Public, State of _____
58
59 Title (and Rank) _____
60
61 My commission expires: _____
62
63
64
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72
73
74

1 State of _____)
2) ss.
3 County of _____)

4
5 This instrument was acknowledged before me on the _____ day of _____, 200_, by
6 _____ as _____ of Wes-Tex Drilling Company.

7
8 (Seal, if any) _____
9 Notary Public, State of _____
10
11 Title (and Rank) _____
12
13 My commission expires: _____
14
15
16
17

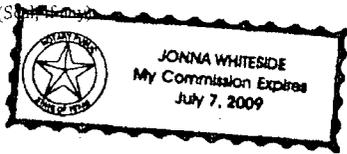
18 State of _____)
19) ss.
20 County of _____)

21
22 This instrument was acknowledged before me on the _____ day of _____, 200_, by
23 _____ as _____ of Burnett Oil Company.

24
25 (Seal, if any) _____
26 Notary Public, State of _____
27
28 Title (and Rank) _____
29
30 My commission expires: _____
31
32

33 State of Texas)
34) ss.
35 County of Tarrant)

36
37 This instrument was acknowledged before me on the 18th day of OCTOBER, 2006 by
38 Merlyn D. Dahlin & wife, Ruth G. Dahlin.



39
40 (Seal, if any)
41 _____
42 Notary Public, State of _____
43
44 Title (and Rank) _____
45
46 My commission expires: 7-7-06
47
48

49 State of _____)
50) ss.
51 County of _____)

52
53 This instrument was acknowledged before me on the _____ day of _____, 200_, by
54 David L. Henderson & wife, Dawn Henderson.

55
56 (Seal, if any) _____
57 Notary Public, State of _____
58
59 Title (and Rank) _____
60
61 My commission expires: _____
62
63
64
65
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69
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71
72
73
74

1 State of _____)
2) ss.
3 County of _____)

4
5 This instrument was acknowledged before me on the _____ day of _____, 200_, by
6 _____ as _____ of Wes-Tex Drilling Company.

7
8 (Seal, if any) _____
9 Notary Public, State of _____
10
11 Title (and Rank) _____
12
13 My commission expires: _____
14
15
16
17

18 State of _____)
19) ss.
20 County of _____)

21
22 This instrument was acknowledged before me on the _____ day of _____, 200_, by
23 _____ as _____ of Burnett Oil Company.

24
25 (Seal, if any) _____
26 Notary Public, State of _____
27
28 Title (and Rank) _____
29
30 My commission expires: _____
31
32

33 State of _____)
34) ss.
35 County of _____)

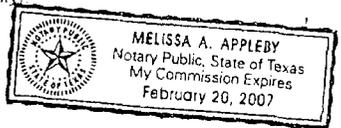
36
37 This instrument was acknowledged before me on the _____ day of _____, 200_, by
38 Merlyn D. Dahlin & wife, Ruth G. Dahlin.

39
40 (Seal, if any) _____
41 Notary Public, State of _____
42
43 Title (and Rank) _____
44
45 My commission expires: _____
46
47
48

49 State of TEXAS)
50) ss.
51 County of Tarrant)

52
53 This instrument was acknowledged before me on the 23rd day of October, 2006, by
54 David L. Henderson & wife, Dawn Henderson.

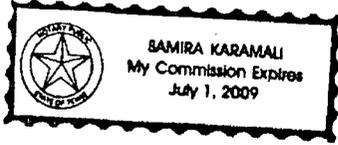
55
56 (Seal, if any) _____
57 Notary Public, State of _____
58
59 Title (and Rank) _____
60
61 My commission expires: _____
62
63
64
65
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74



1 State of TX)
2) ss.
3 County of Dallas)

4
5 This instrument was acknowledged before me on the 31st day of oct, 2008 by
6 Michael J. Havel & wife, Kathleen A. Havel.

7
8 (Seal, if any)



9
10 [Signature]
11 Notary Public, State of TX.

12 Title (and Rank) _____

13 My commission expires: July 1, 2009

14
15
16 State of _____)
17) ss.
18 County of _____)

19
20 This instrument was acknowledged before me on the _____ day of _____, 200_, by C.
21 W. Seely & wife, Ina B. Seely.

22
23 (Seal, if any)

24 _____
25 Notary Public, State of _____

26 Title (and Rank) _____

27 My commission expires: _____

28
29
30 State of _____)
31) ss.
32 County of _____)

33
34 This instrument was acknowledged before me on the _____ day of _____, 200_, by
35 _____ as _____ of Seely Oil Company.

36
37 (Seal, if any)

38 _____
39 Notary Public, State of _____

40 Title (and Rank) _____

41 My commission expires: _____

42
43
44
45
46 State of _____)
47) ss.
48 County of _____)

49
50 This instrument was acknowledged before me on the _____ day of _____, 200_, by
51 _____ as _____ of SSV&H Associates.

52
53 (Seal, if any)

54 _____
55 Notary Public, State of _____

56 Title (and Rank) _____

57 My commission expires: _____

58
59
60
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1 State of _____)
2) ss.
3 County of _____)

4
5 This instrument was acknowledged before me on the _____ day of _____, 200_, by
6 Michael J. Havel & wife, Kathleen A. Havel.

7
8 (Seal, if any)

Notary Public, State of

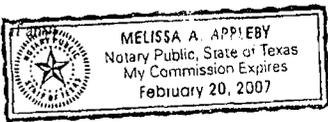
9
10
11 Title (and Rank) _____

12
13 My commission expires: _____
14
15

16 State of Texas)
17) ss.
18 County of Tarrant)
19

20 This instrument was acknowledged before me on the 17th day of October, 2006 by C.
21 W. Seely & wife, Ina B. Seely.

22
23 (Seal



Notary Public, State of Texas

24
25
26
27 Title (and Rank) _____

28 My commission expires: 2/20/07
29

30 State of _____)
31) ss.
32 County of _____)
33

34 This instrument was acknowledged before me on the _____ day of _____, 200_, by
35 _____ as _____ of Seely Oil Company.

36
37 (Seal, if any)

Notary Public, State of

38
39
40 Title (and Rank) _____

41
42 My commission expires: _____
43
44

45 State of _____)
46) ss.
47 County of _____)
48

49 This instrument was acknowledged before me on the _____ day of _____, 200_, by
50 _____ as _____ of SSV&H Associates.

51
52 (Seal, if any)

Notary Public, State of

53
54
55 Title (and Rank) _____

56
57 My commission expires: _____
58
59
60
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67
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73
74

1 State of _____)
2) ss.
3 County of _____)

4
5 This instrument was acknowledged before me on the _____ day of _____, 200_, by
6 Michael J. Havel & wife, Kathleen A. Havel.

7
8 (Seal, if any)

9 _____
Notary Public, State of _____
10
11 Title (and Rank) _____
12
13 My commission expires: _____
14
15

16 State of _____)
17) ss.
18 County of _____)

19
20 This instrument was acknowledged before me on the _____ day of _____, 200_, by C.
21 W. Seely & wife, Ina B. Seely.

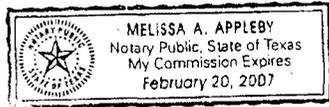
22
23 (Seal, if any)

24 _____
Notary Public, State of _____
25
26 Title (and Rank) _____
27
28 My commission expires: _____
29

30 State of Texas)
31) ss.
32 County of Tarrant)

33
34 This instrument was acknowledged before me on the 17th day of October, 2006 by
35 David L. Henderson as EXECUTIVE VICE PRESIDENT of Seely Oil Company.

36
37 (Seal, if any)



38 _____
Notary Public, State of Texas
39
40 Title (and Rank) _____
41
42 My commission expires: 2/20/07
43
44

45 State of Texas)
46) ss.
47 County of Tarrant)

48
49 This instrument was acknowledged before me on the 17th day of October, 2006 by
50 David L. Henderson as Managing Partner of SSV&H Associates.

51
52 (Seal, if any)



53 _____
Notary Public, State of Texas
54
55 Title (and Rank) _____
56
57 My commission expires: 2/20/07
58
59
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EXHIBIT "A"

Attached to and made a part of that certain Model Form Recording Supplement to Operating Agreement dated October 15, 2006, by and between EOG Resources, Inc., as Operator, and Occidental Permian Limited Partnership, et al, as Non-operators

1. DESCRIPTION OF LANDS SUBJECT TO THIS AGREEMENT:

T-18-S, R-34-E, N.M.P.M.
Section 18: SW/4 NE/4
containing 40.00 acres, more or less, Lea County, New Mexico

2. RESTRICTIONS, IF ANY, AS TO DEPTHS, FORMATIONS, OR SUBSTANCES:

Limited to depths below the base of the Queen formation to the base of the Bone Spring formation.

3. PARTIES TO AGREEMENT WITH ADDRESSES AND TELEPHONE NUMBERS FOR NOTICE PURPOSES:

EOG Resources, Inc. P.O. Box 2267 Midland, Texas 79702-2267 ATTN: D.W. Hurlbut	Telephone: 432-686-3600 Fax: 432-686-3773
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Occidental Permian Limited Partnership P. O. Box 50250 Midland, TX 79710 ATTN: Jim Spradlin	Telephone: 432-685-5769 Fax: 432-685-5905
--	--

Clarence W. Stumhoffer P. O. Box 100416 Ft. Worth, TX 76185	Telephone: 817-946-8795 Fax: 817-377-4076
---	--

J. Cleo Thompson & James Cleo Thompson, Jr. LP 325 N. St. Paul Street, Suite 4300 Dallas, TX 75201-3828	Telephone: 214-953-1177 Fax: 214-969-7433
---	--

Boswell Interest, Ltd. 1320 Lake Street Ft. Worth, TX 76102	Telephone: 817-338-4561 Fax: 817-338-0119
---	--

John P. Oil Company 1320 Lake Street Ft. Worth, TX 76102	Telephone: 817-338-4561 Fax: 817-338-0119
--	--

C.E.B. Oil Company 1320 Lake Street Ft. Worth, TX 76102	Telephone: 817-338-4561 Fax: 817-338-0119
---	--

E.A.B. Oil Company 1320 Lake Street Ft. Worth, TX 76102	Telephone: 817-338-4561 Fax: 817-338-0119
---	--

P.V.B. Oil Company 1320 Lake Street Ft. Worth, TX 76102	Telephone: 817-338-4561 Fax: 817-338-0119
---	--

Houston and Emma Hill Trust Est 500 W. 7 th Street, Suite 1802 Ft. Worth, TX 76102	Telephone: 817-336-8252 Fax: 817-336-8216
---	--

Express Air Drilling, Inc. 2 Turtle Creek Village 3838 Oak Lawn Ave., Suite 1525 Dallas, TX 75219	Telephone: 214-526-6273 Fax: 214-526-8437
Wes-Tex Drilling Company P. O. Box 3739 Abilene, TX 79604-3739	Telephone: 325-677-9121 Fax: 325-677-5140
Burnett Oil Company Burnett Plaza, Suite 801 Cherry St. Unit #9 Ft. Worth, TX 76102	Telephone: 817-332-5108 Fax: 817-332-7832
Merlyn D. Dahlin 612 Belinda Dr. Keller, TX 76248	Telephone: 817-431-2707 Fax:
David L. Henderson and wife, Dawn Henderson 815 W. 10 th Street Ft. Worth, TX 76102	Telephone: 817-332-1377 Fax: 817-332-1426
Michael J. Havel 7607 Chalkstone Dallas, TX 75248	Telephone: 817-640-5646 Fax: 817-649-1003
C. W. Seely 815 W. 10 th Street Ft. Worth, TX 76102-3525	Telephone: 817-332-1377 Fax: 817-332-1416
Seely Oil Company 815 W. 10 th Street Ft. Worth, TX 76102-3525	Telephone: 817-332-1377 Fax: 817-332-1426
SSV&H Associates 815 W. 10 th Street Ft. Worth, TX 76102-3525 Attention: David L. Henderson-Managing Partner	Telephone: 817-332-1377 Fax: 817-332-1426

4. PERCENTAGES OR FRACTIONAL INTERESTS OF PARTIES TO THIS AGREEMENT:

OWNER	WI (%)
EOG Resources, Inc.	37.50000000%
Occidental Permian Limited Partnership	25.00000000%
Clarence W. Stumhoffer and wife, Frieda T. Stumhoffer	2.57250000%
J. Cleo Thompson & James Cleo Thompson, LP	8.73375000%
Boswell Interest, Ltd.	2.79375000%
John P. Oil Company	1.04625000%
C.E.B. Oil Company	1.04625000%
E.A.B. Oil Company	1.05000000%
P.V.B. Oil Company	1.05000000%
Houston & Emma Hill Trust Est.	3.49275000%
Express Air Drilling, Inc.	2.18250000%
Wes-Tex Drilling Company	2.18250000%
Burnett Oil Company	3.49275000%
Merlyn D. Dahlin and wife, Ruth G. Dahlin	0.69750000%
David L. Henderson and wife, Dawn Henderson	0.34912000%
Michael J. Havel and wife, Kathleen A. Havel	0.34913000%
C. W. Seely and wife, Ina B. Seely	3.58125000%
Seely Oil Company	2.18250000%
SSV&H Associates	<u>0.69750000%</u>
	100.00000000%

5. OIL AND GAS LEASES AND/OR OIL AND GAS INTERESTS SUBJECT TO THIS AGREEMENT:

1) EOG lease number: 0105102-000
Serial number: NM LG-1125
Lessor: State of New Mexico
Lessee: Amoco Production Company
Date: April 1, 1973
Recorded: N/A
Land: Insofar as said lease covers the SW/4 NE/4 of Section 18, Township 18 South, Range 34 East, N.M.P.M., Lea County, New Mexico, containing 80.00 acres, more or less

6. BURDENS ON PRODUCTION:

None

33021

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

at 10:57 o'clock JAN 04 2007 A.M.
and recorded in Book 1489
Page 487
Melinda Hughes, Lea County Clerk
By [Signature] Deputy

