

33021

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),

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

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

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

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

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

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

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

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

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

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

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

7. This agreement shall be binding upon each Non-Operator when this agreement or a counterpart thereof has been executed by such Non-Operator and Operator notwithstanding that this agreement is not then or thereafter executed by all of the parties to which it is tendered or which are listed on Exhibit "A" as owning an interest in the Contract Area or which own, in fact, an interest in the Contract Area. In the event that any provision herein is illegal or unenforceable, the 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: Steve E. Weatherl *swt*

Steven E. Weatherl

Type or Print Name

Title: Vice PresidentDate: 10-17-06Address: P. O. Box 2267, Midland, Texas 79702

ATTEST OR WITNESS:

NON-OPERATOR

Occidental Permian Limited Partnership

By: _____

Type or Print Name

Title: _____

Date: _____

Address: 6 Desta Drive, Midland, TX 79707

Attest or Witness:

Clarence W. Stomhoffer & wife, Frieda T. Stomhoffer

Date: _____

Address: 1007 Ridglea, Ft. Worth, TX 76116

Attest or Witness:

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

By: _____

Type or print name

Title: _____

Date: _____

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

Attest or Witness:

Boswell Interest, Ltd.

By: _____

Type or print name

Title: _____

Date: _____

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

1 8. Other provisions.
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11

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.

By: _____

Steven E. Weatherl

Type or Print Name

Title: Vice President

Date: _____

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

27
28 ATTEST OR WITNESS:

NON-OPERATOR

31
32 OCCIDENTAL PERMIAN LIMITED PARTNERSHIP

By: Occidental Permian Manager L.P.
General Partner

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

38 Attest or Witness:

Clarence W. Stumhoffer & wife, Frieda T. Stumhoffer

39
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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. L.P.

49
50
51 By: _____

Type or print name

52
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 By: _____

Type or print name

63
64
65 Title _____

66 Date _____

67 Address: 1320 Lake Street, Ft. Worth, TX 76102
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ATTEST OR WITNESS:

OPERATOR

EOG Resources, Inc.

By:

Steven E. Weatherl

Type or Print Name

Title: Vice President

Date:

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

ATTEST OR WITNESS:

NON-OPERATOR

Occidental Permian Limited Partnership

By:

Type or Print Name

Title:

Date:

Address: 6 Desta Drive, Midland, TX 79707

Attest or Witness:

Clarence W. Stumbuffer & wife, Frieda T. Stumbuffer

C.W. Stumbuffer

Frieda T. Stumbuffer

Date: December 11, 2006

Address: 3017 Ridgely Pt. Worth, TX 76105

P. O. Box 100416

FORT WORTH, TEXAS 76185-0416

Attest or Witness:

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

By:

Type or print name

Title

Date

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

Attest or Witness:

Boswell Interest, Ltd.

By:

Type or print name

Title

Date

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 By: _____
18

Steven E. Weatherl

Type or Print Name

Title: Vice President

Date: _____

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

28 ATTEST OR WITNESS:

NON-OPERATOR

Occidental Permian Limited Partnership

31 By: _____
32

Type or Print Name

Title: _____

Date: _____

Address: 6 Oesta Drive, Midland, TX 79707

38 Attest or Witness:

Clarence W. Stumhoffer & wife, Frieda T. Stumhoffer

Date _____

Address: 1007 Ridglea, Ft. Worth, TX 76116

48 Attest or Witness:

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

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

By: _____

James Cleo Thompson, Jr.
James Cleo Thompson, Jr., Member-Manager

61 Attest or Witness:

Boswell Interest, Ltd.

63 By: _____
64

Type or print name

Title _____

Date _____

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

1 8. Other provisions.
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14 year: 2006.
15

16 ATTEST OR WITNESS:

OPERATOR

EOG Resources, Inc.

17
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19 By: _____

Steven E. Weather

Type or Print Name

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21
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

32 Title: _____

33 Date: _____

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Clarence W. Stumhoffer & wife, Frieda T. Stumhoffer

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45 Date: _____

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

48 Attest or Witness:

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

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51 By: _____

Type or print name

52 Title: _____

53 Date: _____

54 Address: 325 N. St. Paul St., Ste 4500, Dallas, TX 75201
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60 Attest ~~XXXXXXXX~~

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63 Patricia Dean Boswell
64 Patricia Dean Boswell, Secretary
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Boswell Interest Ltd.

68 By: John P. Boswell

John P. Boswell

Type or print name

69 Title: President

70 Date: 10/16/2006

71 Address: 1320 Lake Street, Ft. Worth, TX 76102
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1 Attest or ~~XXXXXX~~

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Attest or ~~XXXXXX~~

Patricia Dean Boswell
Patricia Dean Boswell, Secretary

Attest or ~~XXXXXX~~:

Patricia Dean Boswell
Patricia Dean Boswell, Secretary

Attest or ~~XXXXXX~~:

Patricia Dean Boswell
Patricia Dean Boswell, Secretary

Attest or ~~XXXXXX~~:

Patricia Dean Boswell
Patricia Dean Boswell, Secretary

Attest or Witness:

Attest or Witness:

John P. Oil Company

By

John P. Boswell
Type or print name

Title Vice President

Date 10/16/2006

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

C.E.B. Oil Company

By

John P. Boswell
Type or print name

Title Vice President

Date 10/16/2006

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

E.A.B. Oil Company

By

John P. Boswell
Type or print name

Title Vice President

Date 10/16/2006

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

P.V.B. Oil Company

By

John P. Boswell
Type or print name

Title Vice President

Date 10/16/2006

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

Houston and Emma Hall Trust Est.

By

Type or print name

Title

Date

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

Express Air Drilling, Inc.

By

Type or print name

Title

Date

Address: 2828 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

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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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

Houston and Emma Hall Trust Est.

By

Type or print name

Title

Date

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

Express Air Drilling, Inc.

By

NORMAN W. SMITH

Type or print name

Title President

Date 10-11-06

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

Sharon Ashley
SHARON ASHLEY, Controller

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Attest or Witness:

Wes-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

1
2
3. Attest or Witness:

Wes-Tex Drilling Company

By

Type or print name

Title

Date

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

15 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

28 Attest or Witness:

Merlyn D. Dahlin & wife, Ruth G. Dahlin

Date

Address: 612 Belinda Dr., Keller, TX 76248

38 Attest or Witness:

David L. Henderson & wife, Dawn Henderson

Date

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

48 Attest or Witness:

Michael J. Havel & wife, Kathleen A. Havel

Date

Address: 7607 Chalkstone, Dallas, TX 75248

58 Attest or Witness:

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

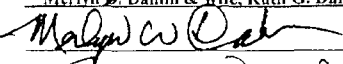
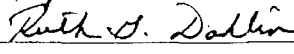
Date

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

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Wes-Tex Drilling Company
By _____
Type or print name _____
Title _____
Date _____
Address. P. O. Box 3739, Abilene, TX 79604-3739

Burnett Oil Company
By _____
Type or print name _____
Title _____
Date _____
Address. Burnett Plaza, Ste 1300, 801 Cherry St.
Unit #9, Ft. Worth, TX 76102

Merlyn W. Dahlin & wife, Ruth G. Dahlin


Date _____
Address. 8401 Lake Harbor Court
Ft. Worth, TX 76179

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

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

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

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39 *David L. Henderson*
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Wes-Tex Drilling Company

By _____

Type or print name _____

Title _____

Date _____

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

By _____

Type or print name _____

Title _____

Date _____

Address: Burnett Plaza, Ste 1300, 801 Cherry St.Unit #9, Ft. Worth, TX 76102Mervyn D. Dahlin & wife, Ruth G. Dahlin

Date _____

Address: 612 Belinda Dr., Keller, TX 76248David L. Henderson & wife, Dawn Henderson*David L. Henderson*
*Dawn Henderson*Date 10-17-06Address: 815 W. 10th Street, Ft. Worth, TX 76102Michael J. Havel & wife, Kathleen A. Havel

Date _____

Address: 7607 Chalkstone, Dallas, TX 75248C.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

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:

Attest or Witness:

Attest or Witness:

Attest or Witness:

Attest or Witness:

Attest or Witness:

Sept P. Deane
Debi Appleby

Wes-Tex Drilling Company

By

Type or print name

Title

Date

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

Burnett Oil Company

By

Type or print name

Title

Date

Address: Burnett Plaza, Ste 1300, 801 Cherry St

Unit #2, Ft. Worth, TX 76102

Mervyn D. Dahlin & wife, Ruth G. Dahlin

Date

Address: 612 Belinda Dr., Keller, TX 76248

David L. Henderson & wife, Dawn Henderson

Date

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

Michael J. Havel & wife, Kathleen A. Havel

Date

Address: 7607 Chalkstone, Dallas, TX 75248

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

Date

10/17/06

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

1 Attest or Witness:

2
3 Sheli Appleby
4
5 Gerri R. Deane
6

Seely Oil Company
By David L. 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 Sheli Appleby
16
17 Gerri R. Deane
18

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

Title Exec Managing Partner DLH
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:

Seely Oil Company

By _____

Type or print name

Title _____

Date _____

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

13 Attest or Witness:

SSV&H Associates

By _____

Type or print name

Title _____

Date _____

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

25 State of Texas)

) ss.

27 County of Midland)

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.

32 (Seal, if any)

Traci Conner

Notary Public, State of _____

Title (and Rank) _____

My commission expires: _____



42 State of _____)

) ss.

44 County of _____)

46 This foregoing 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 _____)

) 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: _____

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 _____, 2006

by Steven E. Weatherl, Vice President of EOG Resources, Inc., a Delaware corporation, on behalf of said corporation.

(Seal, if any)

Title (and Rank) _____

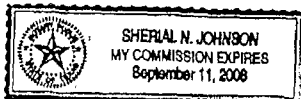
My Commission Expires: _____

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: _____

Attest or Witness:

Seely Oil Company

By

Type or print name

Title

Date _____

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

Attest or Witness:

SSV&H Associates

By

Type or print name

Title _____

Date _____

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

State of)
) ss.
County of)

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

(Seal, if any)

Notary Public, State of

Title (and Rank)

My commission expires:

State of _____)
 _____) ss.
 County of _____)

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

(Seal, if any)

Notary Public, State of

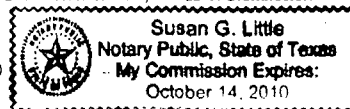
Title (and Rank)

My commission expires: _____

State of Texas)
County of Tarrant) ss.

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

(Seal, if any)



Notary Public, State of

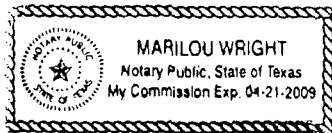
Title (and Rank)

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 Notary Public, State of

13 Title (and Rank)

14 My commission expires:

15
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17
18
19 State of)
20) ss.
21 County of)
22
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 Notary Public, State of

30 Title (and Rank)

31 My commission expires:

32
33
34
35 State of)
36) ss.
37 County of)
38
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 Notary Public, State of

46 Title (and Rank)

47 My commission expires:

48
49
50
51 State of)
52) ss.
53 County of)
54
55

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

58
59
60 (Seal, if any)

61 Notary Public, State of Texas

62 Title (and Rank)

63 My commission expires:

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
11 (Seal, if any)

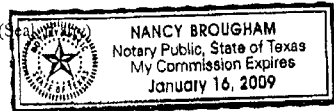
12 _____
Notary Public, State of

13
14 Title (and Rank) _____

15
16 My commission expires: _____
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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



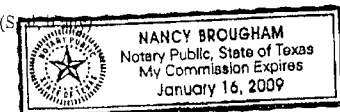
Nancy Brougham
Notary Public, State of Texas

32 Title (and Rank) _____

33 My commission expires: 01/16/2009
34
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



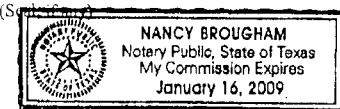
Nancy Brougham
Notary Public, State of Texas

48 Title (and Rank) _____

49 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



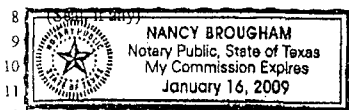
Nancy Brougham
Notary Public, State of Texas

65 Title (and Rank) _____

66 My commission expires: 01/16/2009
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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.



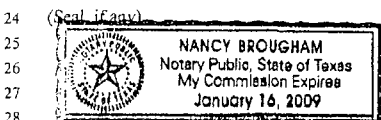
Nancy Brougham
 Notary Public, State of Texas

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.



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
 43 Notary Public, State of _____

44
 45 Title (and Rank) _____

46
 47 My commission expires: _____

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
 59 Notary Public, State of _____

60
 61 Title (and Rank) _____

62
 63 My commission expires: _____

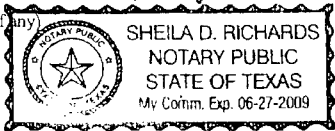
1 State of _____)
 2) ss.
 3 County of _____)
 4
 5 This instrument was acknowledged before me on this _____ day of _____, 200____, by
 6 _____, as _____ of E.A.B. Oil Company.
 7

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 A. Hysky as Co-Trustee of the Houston and Emma Hill
 39 Trust Est.
 40

41 (Seal, if any)  _____
 42 Notary Public, State of _____
 43
 44 Title (and Rank) Notary Public
 45
 46 My commission expires: 6-27-2009
 47
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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) _____
 61
 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) _____

12
 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: _____
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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 _____
 Notary Public, State of

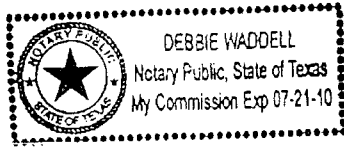
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 60 Title (and Rank) _____

61
 62 My commission expires: 3-13-10
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THE STATE OF TEXAS §
 COUNTY OF TAYLOR §

This instrument was acknowledged before me this 12th day of October, 2006, by David Morris, Executive Vice President of WES-TEX Holdings, LLC, General Partner for WES-TEX Drilling Company, L.P.



Debbie Waddell
 Notary Public in and for the State of Texas

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State of _____)
) ss.
 County of _____)

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

(Seal, if any)

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

State of _____)
) ss.
 County of _____)

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

(Seal, if any)

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

State of _____)
) ss.
 County of _____)

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

(Seal, if any)

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

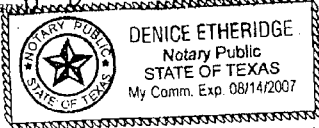
1 State of _____)
 2) ss.
 3 County of _____)
 4

5 This instrument was acknowledged before me on 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 _____
 27 Notary Public, State of Texas
 28
 29 Title (and Rank) _____
 30
 31 My commission expires: 08-14-07
 32

33 State of _____)
 34) ss.
 35 County of _____)
 36

37 This instrument was acknowledged before me on the _____ day of _____, 200_, by
 38 Merilyn 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

57 (Seal, if any) _____
 58 Notary Public, State of _____
 59
 60 Title (and Rank) _____
 61
 62 My commission expires: _____
 63
 64
 65
 66
 67
 68
 69
 70
 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

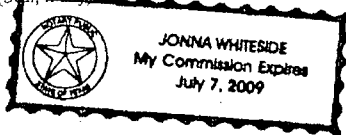
27
 28 Title (and Rank) _____

29
 30 My commission expires: _____
 31
 32

33 State of 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

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
 57 (Seal, if any)

58 _____
 Notary Public, State of

59
 60 Title (and Rank) _____

61
 62 My commission expires: _____
 63
 64
 65
 66
 67
 68
 69
 70
 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

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

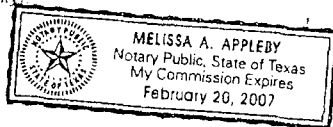
53
 54 This instrument was acknowledged before me on the 23rd day of October, 2006, by
 55 David L. Henderson & wife, Dawn Henderson.

56
 57 (Seal, if any)

58 _____
 Notary Public, State of

59
 60 Title (and Rank) _____

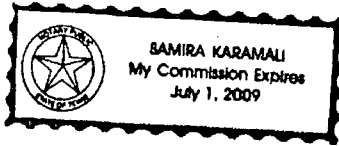
61
 62 My commission expires: _____
 63
 64
 65
 66
 67
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 69
 70
 71
 72
 73
 74



1 State of TX)
 2) ss.
 3 County of Dallas)
 4)

5 This instrument was acknowledged before me on the 31st day of oct, 2006 by
 6 Michael J. Havel & wife, Kathleen A. Havel.

7 (Seal, if any)



8 _____
 9 Notary Public, State of TX.

10 Title (and Rank) _____

11 My commission expires: July 1, 2009

12 State of _____)
 13) ss.
 14 County of _____)
 15)

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

18 (Seal, if any)

19 _____
 20 Notary Public, State of _____

21 Title (and Rank) _____

22 My commission expires: _____

23 State of _____)
 24) ss.
 25 County of _____)
 26)

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

29 (Seal, if any)

30 _____
 31 Notary Public, State of _____

32 Title (and Rank) _____

33 My commission expires: _____

34 State of _____)
 35) ss.
 36 County of _____)
 37)

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

40 (Seal, if any)

41 _____
 42 Notary Public, State of _____

43 Title (and Rank) _____

44 My commission expires: _____

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

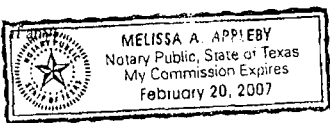
10
 11 Title (and Rank) _____

12
 13 My commission expires: _____
 14
 15

16 State of 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)



24 _____
 25 Notary Public, State of Texas

26
 27 Title (and Rank) _____

28
 29 My commission expires: 2/20/07

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 _____
 Notary Public, State of

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)

53 _____
 Notary Public, State of

54
 55 Title (and Rank) _____

56
 57 My commission expires: _____
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 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 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

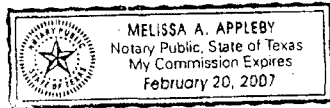
25
 26 Title (and Rank) _____
 27

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

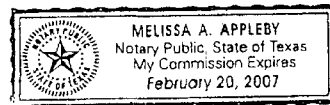
39
 40 Title (and Rank) _____
 41

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
 60
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 74

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

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. 7th 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

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

33021
JAN 04 2007
at 10:57 o'clock A.M.
and recorded in Book 1489
Page 487
Melinda Hughes, Lea County Clerk
By [Signature] Deputy

