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MURCHISON OIL & GAS, INC.
MURCHISON DEVELOPMENT, INC.
MURCHISON PROPERTIES, INC.
MURCHISON REALTY, INC.

FEB 12 3 59 PM '93

Secretary of Labor
Labor Department - Room N 46410
200 Constitution Avenue N.W.
Washington, D.C. 20016

To the Secretary of Labor:

In compliance with the requirements of the alternative method of reporting and disclosure under Part I of Title I of the Employee Retirement Income Security Act of 1974 for unfunded or insured pension plans for a select group of management of highly compensated employees, specified in Department of Labor Regulations 29 C.F.R. Section 2520.104-23, the following information is provided by the undersigned employer.

Name and Address of Employer: Murchison Oil and Gas, Inc.
1445 Ross Ave., Suite 5300
Dallas, Texas 75202

Employer Identification No.: 75-1667228

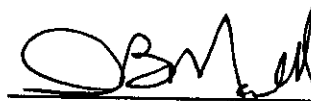
Murchison Oil and Gas, Inc., maintains two plans primarily for the purpose of providing deferred compensation for a select group of management of highly compensated employees. A copy of the plan summaries are attached hereto.

Number of Plans and Participants in Each Plan: Two plans covering three employees each.

Dated February 25, 1993

MURCHISON OIL AND GAS, INC.

BY:



Dave B. Marshall
CFO and General Counsel

MURCHISON OIL AND GAS, INC.
KEY-MAN INSURANCE SALARY CONTINUATION PLAN
EXECUTIVE SUMMARY

Plan Initiation. This plan was initiated in 1990 and formalized on February 18, 1993, in connection with the purchase of three Key-Man life insurance policies.

Life Insurance Policies. Each policy has a face amount of \$500,000. Annual dividends are being applied to purchase additional paid-up whole life insurance.

Designation of Beneficiary During Employment. During the employment of each executive, Murchison Oil and Gas, Inc., (the "Corporation") is annually reimbursed by each executive for the yearly term insurance cost. This reimbursement allows each executive to designate his beneficiary. At termination of employment for any reason other than death, each executive will be required to designate the Corporation as beneficiary of the life insurance.

Payment of Benefits. Except in the case of disability, upon the later of reaching age 65 or retirement from the Corporation, payments will begin to each executive. In the instance of disability, payments begin upon the Corporation's receiving payments from the disability insurance policy.

Vesting Period. If the executive has worked at least 5 years for the Corporation, then the 50% of the entire face amount plus any additional paid-up whole life insurance will be paid to the executive over a ten year period beginning at disability or age 65. This percentage increases 10% per year until full benefits are vested after 10 years of employment.

Option to Purchase Policies. In the event of termination prior to reaching age 65, the executive may, at his option, purchase his life insurance policy from the Corporation and thereby cancel any future obligation of the Corporation. The purchase price would be equal to the lesser of the Corporation's cumulative premium payments plus interest at 6% or the loan value of the policy at the time of purchase.

Death Benefit. Upon the death of each executive subsequent to his termination or retirement, the remaining benefits would be paid to the executive's designated beneficiary. The Corporation would then be reimbursed for the previously paid benefits by the death proceeds of that executive's insurance policy.

**J.D. MURCHISON INTERESTS, INC.
NON-QUALIFIED STOCK OPTION AGREEMENTS
SUMMARY PLAN DESCRIPTION**

As an incentive for long term employment and to maintain certain executive shareholder's percentage interests in J.D. Murchison Interests, Inc. (the "Company"), stock option agreements are being executed on February 18, 1993, between key executives and the Company with terms summarized as follows:

Option Grant. The options were granted effective April 1, 1991, and April 1, 1992, in the amounts of 1,486 shares at \$42.90 per share and 4,234 shares at \$37.79, respectively to each of two executives.

Expiration Date. The options must be exercised no later than each executive's normal retirement date.

Earn-out of Purchase Price. For each year after April 1, 1995, in which the executive is employed by the Corporation or one of its subsidiaries, the Corporation reduces the exercise price by 10%. In the event that the executive has exercised his options prior to such annual reduction, the 10% reduction will be applied proportionately to any notes due to exercise of the options and the exercise price on unexercised options. In the event that the executive has fully repaid his 1986 note for the purchase of the executive's original stock in the Corporation, the executive may request the Corporation to apply his current \$2,000 per month stock note compensation to the payment of taxes generated by the income recognized annually on this reduction. After April 1, 2005, the executive may exercise his stock options at the fully reduced price of \$0.00. At time of exercise, executive will be required to pay additional income taxes on the difference between the fair market value of the stock at time of exercise and the previously reported income for reduction in exercise price. For example, if the 1,486 shares of stock are worth \$250.00 each at April 1, 2005, the executive would owe tax on \$307,750.60 [1,486 x (250.00 - 42.90)]. The Corporation would receive a corresponding tax deduction for all amounts recognized as income by the executive.

Payment of Purchase Price at Exercise. Executive may pay cash or sign a note to the Corporation at the exercise of his options. This note will be due and payable in full on April 1, 2005. This note balance will be reduced 10% annually by the earn-out of purchase price beginning on April 1, 1995.

Exercise Upon Termination. In the event of termination due to death, disability, early retirement or dismissal, the option must be exercised and the stock redeemed pursuant to the terms of Executive's Employment Agreement within six months of termination.