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May 30, 1986

Minerals Management Service
Mail Code LE-3-1
P. O. Box 7944
Metairie, Louisiana 70010

Attention: Adjudication Unit

Dear Sirs:


Enclosed are the following:

1. Act of Second Supplement of Collateral Chattel Mortgage and Collateral Mortgage, Pledge and Assignment executed by Moore McCormack Oil & Gas Corporation; and
2. Act of Third Supplement, Amendment and Restatement of Collateral Chattel Mortgage and Collateral Mortgage, Pledge and Assignment executed by Moore McCormack Oil & Gas Corporation.

These instruments cover, in part, leases OCS-G-1597 and OCS-G-1598 offshore Jefferson, Lafourche and Plaquemines Parishes, Louisiana.

Also enclosed is our firm check in the amount of \$100.00 and two (2) copies of this letter, one to be placed in each lease file. Should you have any questions, please call me collect at (713) 654-4513.

Very truly yours,



Linda C. Daugherty

Linda C. Daugherty
Legal Assistant

5770:3355
Enclosures

THESE DOCUMENTS WILL BE FOUND
AT MORTGAGE FILE M-1597

LINDA DAUGHERTY

June 23, 1986

Ms. Boehm:

Enclosed is my letter to you of May 30, 1986 together with enclosures listed therein. The Third Supplement does not mention the OCS file numbers because they are incorporated by reference on Exhibit "A" to that document. They are included in the West Delta, South Addition Area. The Third Supplement "carries forward" all of the prior liens (including the OCS file numbers in question) and only describes properties that were added.

In light of the above information, I would appreciate it if you would place both documents in your Mortgage file and place a copy of my letter dated May 30, 1986 in each of the OCS files.

Thank you.

1597

Sept

ACT OF THIRD SUPPLEMENT, AMENDMENT AND
RESTATEMENT OF COLLATERAL CHATTEL MORTGAGE
AND
COLLATERAL MORTGAGE, PLEDGE AND ASSIGNMENT

STATE OF NEW YORK §
§
COUNTY OF NEW YORK §

BE IT KNOWN, that on this 17th day of October, 1985, before me, the undersigned Notary Public, duly commissioned and qualified in and for the County and State aforesaid, therein residing and in the presence of the witnesses whose names are hereunto subscribed:

PERSONALLY CAME AND APPEARED:

MOORE McCORMACK ENERGY, INC. (successor by name change to MOORE McCORMACK OIL & GAS CORPORATION), a Delaware corporation (hereinafter called "Mortgagor") appearing herein through L. W. CHARNARDT, its duly authorized TREASURER, acting pursuant to resolutions of the Board of Directors of said corporation, a certified copy of which is attached hereto and made a part hereof for all purposes,



and

BANK OF MONTREAL, New York Branch, successor to Bank of Montreal, New York Agency (hereinafter called "Bank") whose address is 430 Park Avenue, New York, New York 10022, herein represented by D. W. MALEY, JR., it duly authorized ACCOUNT MANAGER,

which Mortgagor and Bank through their respective representatives did acknowledge and declare that:

Mortgagor has heretofore executed and delivered in pledge unto Bank, Mortgagor's one certain promissory note dated May 21, 1979, payable on demand to Bearer in the principal sum of \$60,000,000.00 together with interest thereon as therein provided (hereinafter called the "'79 Mortgage Note") and that as security for the the '79 Mortgage Note and the indebtedness of Mortgagor to Bank secured thereby Mortgagor did execute and deliver an Act of Collateral Chattel Mortgage and Collateral Mortgage, Pledge and Assignment (hereinafter called the "'79 Mortgage") passed before Vito A. Gentile, Jr., Notary Public, on May 21, 1979, which '79 Mortgage was recorded in the following records of the following Parishes:

Parish	Records	Book	Page/ Folio	Entry #
Acadia	Mortgage	327	814	458299
Acadia	Conveyance	C-17	977	458299
Acadia	Chattel	116	309A	458299
Allen	Mortgage	134	-0-	277233
Allen	Conveyance	228	-0-	277233
Allen	Chattel	-0-	-0-	277233
Beauregard	Mortgage	184	-0-	278858
Beauregard	Conveyance	369	-0-	278858

THESE DOCUMENTS WILL BE FILED
AT MORTGAGE FILE M-1597

Beauregard	Chattel	Book M	-0-	278958
Calcasieu	Mortgage	1002	478	1565067
Calcasieu	Conveyance	1506	622	1565067
Calcasieu	Chattel	-0-	-0-	1565067
Cameron	Mortgage	85	-0-	159913
Cameron	Conveyance	414	-0-	159913
Cameron	Chattel	11	-0-	159913
E.Baton Rouge	Mortgage	3075	415	(Original 320 of Bundle 9326)
E.Baton Rouge	Conveyance	2729	506	-0-
E.Baton Rouge	Chattel	-0-	-0-	725881
St. Landry	Mortgage	523	688	634069
St. Landry	Conveyance	G-22	861	634069
St. Landry	Chattel	17	-0-	634069
St. Martin	Mortgage	266	156	95043
St. Martin	Conveyance	795	489	188922
St. Martin	Chattel	-0-	-0-	79-2942
Vermilion	Mortgage	412	149	306699
Vermilion	Conveyance	901	918	257527
Vermilion	Chattel	46	618	306699;

and

Mortgagor and Bank have heretofore supplemented the '79 Mortgage by the execution and delivery of an Act Supplementing Collateral Chattel Mortgage and Collateral Mortgage, Pledge and Assignment (hereinafter called the "'80 Supplement") passed before John Decoufle, Notary Public, on August 7, 1980, which '80 Supplement was recorded in the following records of the following Parishes:

<u>Parish</u>	<u>Records</u>	<u>Book</u>	<u>Page/ Folio</u>	<u>Entry #</u>
Acadia	Mortgage	339	666	-0-
Acadia	Chattel	139	550B	-0-
Allen	Mortgage	139	-0-	285,506
Allen	Conveyance	235	-0-	-0-
Beauregard	Mortgage	193	-0-	289179
Beauregard	Conveyance	385	-0-	-0-
Beauregard	Chattel	Corp M-1	-0-	289179
Calcasieu		-0-	-0-	162,3858
Cameron	Mortgage	91	-0-	-0-
Cameron	Conveyance	447	-0-	166155
Cameron	Chattel	11	-0-	-0-
E.Baton Rouge	Mortgage	3183	723	-0-
E.Baton Rouge	Conveyance	2816	629	-0-
E.Baton Rouge	Chattel	-0-	-0-	725981
Iberia	Mortgage	K-407	-0-	80-6492
Iberia	Conveyance	739	-0-	-0-
Iberia	Chattel	-0-	-0-	80-6235
St. Landry	Special Mtg.	-0-	-0-	646318
St. Martin	Mortgage	283	594	98933
St. Martin	Conveyance	621	567	194853
St. Martin	Chattel	-0-	-0-	80-3924
Vermilion	Mortgage	424	576	80-1577
Vermilion	Conveyance	941	442	80-1211
Vermilion	Chattel	49	-0-	80-1577;

and

Mortgagor and Bank have heretofore further supplemented the '79 Mortgage by the execution and delivery of an Act of Second Supplement of Collateral Chattel Mortgage and Collateral Mortgage, Pledge and Assignment (hereinafter called the "'82 Supplement") passed before _____ Notary

Public, on November ____, 1982, which '82 Supplement was duly recorded in the following records of the following Parishes:

<u>Parish</u>	<u>Records</u>	<u>Book</u>	<u>Folio</u>	<u>Page/Entry #</u>
Acadia	Conveyance	Y-40	40	493013
Acadia	Mortgage	362	184	493013
Acadia	Chattel	178	473A	493013
Allen	Conveyance	254	-0-	302439
Allen	Mortgage	149	-0-	302439
Allen	Chattel	-0-	-0-	302439
Beauregard	Conveyance	422	-0-	309429
Beauregard	Mortgage	208	-0-	309429
Beauregard	Chattel	MCI	-0-	309429
Calcasieu	Conveyance	1717	344	1732642
Calcasieu	Mortgage	1150	46	1732642
Calcasieu	Chattel	-0-	-0-	1732642
Cameron	Conveyance	510	-0-	178965
Cameron	Mortgage	104	-0-	178965
Cameron	Chattel	11	-0-	178965
E. Baton Rouge	Conveyance	-0-	-0-	-0-
E. Baton Rouge	Mortgage	-0-	-0-	-0-
E. Baton Rouge	Chattel	277	-0-	835261
Iberia	Conveyance	802	-0-	829721
Iberia	Mortgage	A437	-0-	829721
Iberia	Chattel	-0-	-0-	827341
Jefferson	Conveyance	1036	189	1036891
Jefferson	Mortgage	864	824	1036891
Jefferson	Chattel	-0-	-0-	54374
Jefferson Davis	Conveyance	541	636	440416
Jefferson Davis	Mortgage	241	450	440416
Jefferson Davis	Chattel	-0-	-0-	82-4167
Lafourche	Conveyance	798	171	573241
Lafourche	Mortgage	409	123	573241
Lafourche	Chattel	M(Me-Mz)	29	573241
Plaquemines	Conveyance	554	443	-0-
Plaquemines	Mortgage	125	536	-0-
Plaquemines	Chattel	38	6870	-0-
St. Landry	Conveyance	425	124	671137
St. Landry	Mortgage	578	519	671137
St. Landry	Chattel	-0-	-0-	671137
St. Martin	Conveyance	885	456	209310
St. Martin	Mortgage	312	198	106600
St. Martin	Chattel	-0-	-0-	82-4465
Vermilion	Conveyance	-0-	-0-	8209911
Vermilion	Mortgage	-0-	-0-	8203792
Vermilion	Chattel	-0-	-0-	5395;

and

The '79 Mortgage, as supplemented by the '60 Supplement and the '82 Supplement is hereinafter called the "Existing Mortgage"; and

Of even date herewith the Mortgagor and the Bank and others have entered into that certain Restated Loan Agreement (hereinafter referred to as the "Loan Agreement"); and

Mortgagor is desirous of obtaining funds from any person, firm or corporation willing to loan the same and Mortgagor is further desirous of providing collateral security for any indebtedness or obligations of Mortgagor and that for such purposes Mortgagor does by these presents declare and acknowledge a debt in the principal sum of ONE HUNDRED FIFTY MILLION AND NO/100 DOLLARS (\$150,000,000 00) and to evidence such indebtedness Mortgagor has executed its one certain

promissory note (hereinafter called the "Note") described as follows:

One promissory note of even date herewith in the principal sum of \$150,000.00 together with interest thereon at the rate of twelve percent (12%) per annum from and after the date thereof until paid, made and subscribed by Mortgagor payable on demand to Bearer at the banking quarters of BANK OF MONTREAL, NEW YORK BRANCH in New York, New York, which Note provides that if default is made in the payment thereof at maturity and the same is placed in the hands of an attorney for collection or if suit is filed thereon, or proceedings are had in bankruptcy, probate, receivership or other judicial proceedings for the collection of any amount called for thereunder, Mortgagor is also to pay to the owner and holder of the Note a reasonable amount as attorneys' or collection fees, which is agreed shall be in an amount equal to ten percent (10%) of the unpaid principal and interest thereon.

which Note after having been paraphrased "Ne Varietur" by me, Notary, for identification herewith, was delivered to Mortgagor which acknowledges receipt thereof.

Mortgagor further declared that the Note would be negotiated for the purpose of raising funds and securing its obligations as heretofore stated and Mortgagor does by these presents acknowledge to be indebted unto any future holder or holders of the Note (hereinafter called the "Mortgagee" which term shall include the Bank and any other future holders of said Note) in the full amount thereof together with interest, attorneys' fees, taxes, costs and any and all other indebtedness of Mortgagor to Mortgagee as mentioned or referred to herein.

Mortgagor did further acknowledge and declare as follows:

I

In order to secure the full and punctual payment of the Note together with all other indebtedness mentioned or referred to herein (the "Indebtedness") and to secure the faithful observance and performance of all covenants, agreements and stipulations herein contained, Mortgagor does by these presents specially mortgage, pledge and hypothecate unto Mortgagee or any future holder or holders of the Note whether the same be held as an original obligation or in pledge, Mortgagor being bound to warrant and defend the right to so mortgage, pledge, assign and hypothecate such property, all and singular, Mortgagor's rights, titles and interests in and to the following described property (hereinafter collectively called the "Mortgaged Property"), to-wit:

1. All rights, titles and interests whether now owned or hereafter acquired by Mortgagor in and to those certain oil and gas and oil, gas and mineral leases (hereinafter called the "Leases") which are (i) described in and covered by the Existing Mortgage (as more particularly identified in the Index to attached Exhibit "A" by reference to the complete descriptions as contained in the Existing Mortgage), and (ii) described or redescribed on Exhibit "A" which is attached hereto and made a part hereof for all purposes, and specifically but without limitation, Mortgagor's full ownership of or undivided interests in the Leases as such ownership interests are specified on attached Exhibit "A".

2. All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to (a) the properties now or hereafter pooled or unitized with the Leases; (b) all presently existing or future unitization, communitization, pooling agreements, declarations of pooled units and the units created thereby (including, without limitation, all units created under orders, regulations, rules or other official acts of any Federal, State, or other governmental body or agency having jurisdiction) which may affect all or any portion of the Leases including, without limitation, those units which may be described or referred to in this Mortgage or on attached Exhibit "A"; (c) all operating agreements, contracts and other agreements described or referred to in this Mortgage or which relate to any of the Leases or interests in the Leases described or referred to herein or to the production, sale, purchase, exchange or processing of Hydrocarbons (hereinafter defined) from or attributable to such Leases or interests; and (d) the Leases described in or covered by this Mortgage even though Mortgagor's interests therein be incorrectly described in, or a description of a part or all of such Leases or Mortgagor's interests therein be omitted it being intended by Mortgagor and Mortgagee herein to cover and affect hereby, all interests which Mortgagor may now own or may hereafter acquire in and to the leases and lands referred to herein or as described in Exhibit "A" notwithstanding that such descriptions may be limited to particular lands or to specified depths.

3. All appurtenances and properties in anywise appertaining, belonging, affixed or incidental to the Leases, rights, titles, interests and estates described or referred to in subparagraphs 1 and 2 above, which are now owned or which may hereafter be acquired by Mortgagor, including without limitation, any and all property, corporeal or incorporeal, movable or immovable, now owned or hereafter acquired and situated upon, and used, and held for use, or useful in connection with or dedicated to the operating, working, development or developing of any of such Leases (excluding drilling rigs, trucks, automotive equipment or other personal property which may be taken to the premises for the purpose of drilling a well or other similar temporary uses) and including any and all oil wells, gas wells, injection wells or other wells, petroleum and/or natural gas wells, buildings, structures, field separators and liquid extractors, plant compressors, pumps, pumping units, field gathering systems, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, and any and all other items incorporated into such properties or improvements located therein or thereon in such manner that said items no longer remain movable property under the laws of the State of Louisiana, together with all surface leases, rights of way, easements and servitudes, and all additions, substitutes, replacements for, accessions and attachments to any and all of the foregoing properties.

4. Any property that may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien and privilege hereof by Mortgagor or by anyone acting on Mortgagor's behalf; and Mortgagee is hereby authorized to receive the same at any time as additional security hereunder.

5. All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons,

gaseous hydrocarbons and all products refined therefrom and all other minerals (hereinafter collectively called the "Hydrocarbons") in and under and which may be produced and saved from or attributable to the Leases, the lands covered thereby and Mortgagor's interests therein, including all oil in tanks and all rents, issues, profits, proceeds, products, revenues and other income from or attributable to the Leases, the lands covered thereby and Mortgagor's interests therein which are subjected or required to be subjected to the liens and security interests of this Mortgage.

6. All of the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by Mortgagor in and to the Leases, rights, titles, interests and estates and every part and parcel thereof, including without limitation, the Leases, properties, rights, titles, interests and estates as the same shall be enlarged by the discharge of any payments out of production or by the removal of any charges or Encumbrances (hereinafter defined) to which any of the Leases, rights, titles, interests and estates are subject or otherwise; together with any and all renewals and extensions of any of the Leases, rights, titles, interests or estates; all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above; and any and all additional interests of any kind hereafter acquired by Mortgagor in and to the Leases, rights, titles, interests or estates, it being the intention of Mortgagor to include hereunder all of the property, rights, titles, interests and things hereinabove described whether immovable, movable or mixed and insofar as possible, to render by this act all of such properties described in this Section I immovable by law.

This Mortgage is executed and granted for the equal benefit and security of any and all future holders of the above described Note and the interest thereon for whatever period or for whatever cause the Note may be issued or reissued for any reason whatsoever; it being understood and agreed that possession of the Note at any time by Mortgagor herein shall not in any manner extinguish the Note or this Mortgage securing payment thereof, but that the Mortgagor shall have the right to issue and reissue the Note from time to time as its interest or convenience may require, without in any manner extinguishing or affecting the obligation of the Note or the security of this Mortgage.

II

Mortgagor did further acknowledge and declare that it has and does hereby expressly represent, warrant, covenant and agree as follows:

1. To the extent of the full ownership or of the undivided interests in the Leases, all as specified on attached Exhibit "A", Mortgagor has good and clear title to and is possessed of the Mortgaged Property; the Mortgaged Property is free of any and all liens, encumbrances, security interests, contracts, agreements, preferential purchase rights or other restrictions or limitations of any nature or kind (herein called "Encumbrances") except those Encumbrances (i) which may be specified herein or on attached Exhibit "A", (ii) those Encumbrances which are permitted in accordance with Section 5.01 of the Loan Agreement, and (iii) irregularities in title or law suits which have been disclosed to Mortgagee in writing prior to the date hereof; that Mortgagor expressly ratifies and confirms each and every warranty and representation made or given by Mortgagor as ex-

pressed in attached Exhibit "A" and particularly, but without limitation, those warranties and representations made with respect to the identification of the Encumbrances affecting the Leases and Mortgagor's interests therein, the location of wells identified on Exhibit "A", and Mortgagor's net interest in production from such wells or units; Mortgagor has full power and lawful authority to mortgage, pledge, assign and hypothecate the Mortgaged Property all in the manner and form herein provided and without obtaining the waiver, consent or approval of any lessor, sublessor, governmental agency or entity or other party whomsoever or whatsoever; provided that both Mortgagor and Mortgagee acknowledge the need to make appropriate filings and/or recordations and to obtain consents with respect to those portions of the Mortgaged Property consisting of Leases granted by United States of America and by the State of Louisiana as such Leases are more particularly described on attached Exhibit "A" with respect to which filings and approvals Mortgagor covenants and agrees to accomplish or obtain with due diligence after the date hereof; all rentals and royalties due and payable in accordance with the terms of the Leases have been duly paid or provided for and the Leases are in full force and effect; none of the Encumbrances include "take or pay", "gas balancing" or other comparable provisions in accordance with which Hydrocarbons have been or may be produced and delivered without Mortgagor then or thereafter receiving full payment therefor, except for those Encumbrances containing such provisions and relating to particular Leases comprising a part of the Mortgaged Property which have been identified in writing by Mortgagor to Mortgagee simultaneously herewith; Hydrocarbons currently being produced and sold from or allocated to the Mortgaged Property are being purchased by these parties and entities identified as "Purchaser" on attached Exhibit "A" and Mortgagor is currently receiving payment and accounting for the proceeds attributable to such Hydrocarbons from those parties or entities identified as "Remitter" on attached Exhibit "A", if such Remitter is a party or entity other than the Purchaser.

2. Mortgagor will warrant and defend the title to the Mortgaged Property against the claims and demands (except as expressly permitted in accordance with Section 5.01 of the Loan Agreement or law suits of which the Mortgagee shall have been advised unless the Mortgagee may otherwise advise Mortgagor) of all other persons whomsoever and will maintain and preserve the lien created hereby so long as any of the Indebtedness secured hereby remains unpaid. Should an adverse claim (except as expressly permitted in accordance with Section 5.01 of the Loan Agreement or law suits of which the Mortgagee shall have been advised unless the Mortgagee may otherwise advise Mortgagor) be made against or cloud develop (other than a tax or other lien expressly permitted pursuant to Section 4.03 of the Loan Agreement) upon the title to any part of the Mortgaged Property, Mortgagor agrees that it will immediately defend against such adverse claim or take appropriate action to remove such cloud at Mortgagor's cost and expense, and Mortgagor further agrees that the Mortgagee may take such action as Mortgagee may deem advisable to protect and preserve its interest in the Mortgaged Property and in such event Mortgagor will indemnify Mortgagee against any and all costs, attorneys' fees and other expenses which Mortgagee may incur in defending against any such adverse claim or taking action to remove such cloud and all such costs and expenses as may be so incurred by Mortgagee shall, in accordance with the provisions of Section II, Paragraph 15 hereof comprise a part of the Indebtedness secured and to be secured hereby.

3. This Mortgage is, and always will be kept, a direct first lien and privilege on the Mortgaged Property subject only to the Encumbrances described on attached Exhibit "A" and taxes or other liens permitted according to Section 4.03 of the Loan Agreement and Mortgagor will not create or suffer to be created or permit to exist any lien, privilege or charge prior or junior to or on parity with the lien and privilege of this Mortgage upon the Mortgaged Property or any part thereof or upon the rents, issues, revenues, profits and other income therefrom, and Mortgagor will, from time to time, pay or cause to be paid as they become due all taxes, assessments and governmental charges lawfully levied or assessed upon the Mortgaged Property or any part thereof, or upon or arising from any of the rents, issues, revenues, profits or other income from the Mortgaged Property, or incident to or in connection with the production of Hydrocarbons or other minerals therefrom, or the operation and development thereof.

4. Mortgagor will at its own expense do or cause to be done all things necessary to preserve and keep in full repair, working order and efficiency all of the Mortgaged Property, including, without limitation, all equipment, machinery and facilities, and from time to time will make all the needful and proper repairs, renewals and replacements so that at all times the state and condition of the Mortgaged Property will be fully preserved and maintained.

5. Mortgagor will promptly pay and discharge all rentals, delay rentals, royalties and indebtedness accruing under, and perform or cause to be performed each and every act, matter or thing required by, each and all of the assignments, deeds, Leases, sub-leases, contracts and agreements described or referred to herein or affecting Mortgagor's interests in the Mortgaged Property, and will do all other things necessary to keep unimpaired Mortgagor's rights with respect thereto and prevent any forfeiture thereof or default thereunder. Mortgagor will operate the Mortgaged Property in a careful and efficient manner in accordance with the practices of the industry and in compliance with all applicable contracts and agreements and in compliance with all applicable proration and conservation laws of the State of Louisiana, and all applicable laws, rules and regulations of every other agency and authority from time to time constituted to regulate the development and operation of the Mortgaged Property and the production and sale of Hydrocarbons and other minerals therefrom. Mortgagor will do or cause to be done such development work as may be reasonably necessary to the prudent and economical operation of the Mortgaged Property in accordance with the most approved practices of operators in the industry, including all to be done that may be appropriate to protect from diminution the productive capacity of the Mortgaged Property and each producing well thereon including, without limitation, cleaning out and reconditioning each well from time to time, plugging and completing at a different level each such well, drilling a substitute well to conform to changed spacing regulations and to protect the Mortgaged Property against drainage whenever and as often as is necessary.

6. Mortgagor will keep adequately insured by insurers of recognized responsibility, all of the Mortgaged Property of an insurable nature and of a character usually insured by persons engaged in the same or similar business, against all risks customarily insured against by such persons. Mortgagor will maintain liability insurance against claims for personal injury or death or property damage suffered by members of the

public or others in or about the Mortgaged Property or occurring by reason of Mortgagor's ownership, maintenance, use or operation of any plants, shops, machinery, automobiles, trucks or other vehicles, or other facilities on or in connection with the Mortgaged Property; all such workmen's compensation or similar insurance as may be required under the laws of any jurisdiction in which any of the Mortgaged Property may be situated; and well control including oil spill clean-up insurance. All such insurance shall be maintained in such amounts as is usually carried by persons engaged in the same or a similar business and shall be effected under a valid and enforceable policy or policies issued by insurers of recognized responsibility. The character, coverage, amount and insurers of all such insurance shall be satisfactory to and approved by Mortgagee. If requested by Mortgagee, the loss payable clauses or provisions in any policy or policies insuring against the risk of loss or destruction of any part or portion of the Mortgaged Property shall be endorsed in favor of and made payable to Mortgagee as its interests may appear. Mortgagee shall have the right to collect, and Mortgagor hereby assigns to Mortgagee, any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of any of the Mortgaged Property, and Mortgagee may apply all or any part of the sums so collected, at its election, toward payment of the Indebtedness, whether or not such Indebtedness is then due and payable, in such manner as Mortgagee may elect.

7. Mortgagor will permit Mortgagee and its agents to visit and inspect any of the Mortgaged Property, to examine the books of account of Mortgagor and to discuss the affairs, finances or accounts of Mortgagor, and to be advised as to the same by any officer or employee of Mortgagor, all at such reasonable times or intervals as Mortgagee may desire.

8. Mortgagor will, upon request by Mortgagee, furnish or cause to be furnished to Mortgagee reports prepared by or for Mortgagor concerning the productivity and the productive life of all any wells included in the Mortgaged Property, the quantity of the Hydrocarbons and other minerals recoverable therefrom; the projected income and expense attributable to the Mortgaged Property; the expediency of any change in methods of treatment or operation of all of any well included in the Mortgaged Property; any new drilling or development; any abandonment or proposed abandonment of any well; any plugging of any well or reopening of same at a different level; any method of repressuring in the field or any other action with respect to the Mortgaged Property; and further upon request of Mortgagee, will furnish a report of an independent engineer designated by Mortgagee concerning such of the foregoing matters as shall be so requested. Mortgagor will, also upon request by Mortgagee, furnish the Bank within sixty (60) days after the end of each calendar month a report showing for such calendar month the gross proceeds of the sale of Hydrocarbons and other minerals from the Mortgaged Property, the quantities so sold, the taxes deducted from or paid out of such proceeds, the number of wells operated, drilled and abandoned and such other information as Mortgagee may reasonably request.

9. Mortgagor will promptly upon demand by Mortgagee pay all costs and expenses heretofore or hereafter incurred by Mortgagee for legal, engineering, geological or accounting services rendered to or in connection with the making and documenting of any present and future Indebtedness of Mortgagor to Mortgagee secured in whole or in part by the lien and

privilege hereof and or in connection with the enforcement of any of the Mortgagee's rights hereunder.

10. Mortgagor will execute and deliver such further instruments and do such further acts as may be necessary or desirable or as may be reasonably requested by Mortgagee to carry out more effectively the purposes of this Mortgage and to subject to the lien and privilege created hereby any properties, rights and interests covered or intended to be covered hereby.

11. Mortgagor will duly and punctually pay the Indebtedness as the same shall become due and payable.

12. Mortgagor will maintain its existence as a corporation and will maintain and procure all necessary franchises and permits to the end that Mortgagor shall be and continue a corporation in good standing in the State of Delaware and duly qualified to do business in any other state in which Mortgaged Property is situated with full power and authority to own and operate the Mortgaged Property as contemplated herein until this Mortgage shall have been fully satisfied.

13. If any tax is levied or assessed against the Indebtedness described herein and any part thereof, or against this Mortgage, or against Mortgagee with respect to said Indebtedness or any part thereof or this Mortgage, Mortgagor shall promptly pay the same unless the payment thereof is being contested in good faith by appropriate proceedings and otherwise in accordance with the provisions of Sections 4.03 and 5.01(a) of the Loan Agreement provided that if such tax is levied or assessed against the Mortgagee, Mortgagee may in its sole discretion pay such tax without contest then Mortgagor shall promptly reimburse Mortgagee therefor.

14. Mortgagor will not alienate, deteriorate or encumber the Mortgaged Property to the prejudice of this act.

15. Should Mortgagor fail to comply with any covenant herein contained including without limitation the failure to pay insurance premiums or fees when due or taxes prior to delinquency or expenses incurred incidental to the development, operation or equipping of the Mortgaged Property, Mortgagee or any future holder or holders of the Note secured hereby may (but shall not be obligated to do so) pay said premiums, taxes, fees or other expenses or perform said covenant and any such payment so made or expenses incurred in the performance of any such covenant shall be considered as part of the Indebtedness secured hereby and shall be secured by this Mortgage and the amount and nature of any such payment by Mortgagee or any future holder or holders of the Note and the date when paid shall be held to be fully and authentically established by affidavit of Mortgagee or other holder or holders of the Note or its or their agents, servants or employees and such amount shall be paid as part of the Indebtedness out of the proceeds of the sale of the Mortgaged Property in the event of foreclosure or other proceedings together with interest thereon at the rate provided for in the Note; provided, however, (a) that the amount of that portion of the Indebtedness secured and to be secured hereby which is comprised of advances for such insurance premiums, taxes, fees or other expenses shall in no event exceed an amount equal to the original principal amount of the Note and (b) that the exercise of any right or advancement or payment of costs or expenses by Mortgagee shall in no manner be construed as a waiver of the rights of Mortgagee or of any future holder or holders of the Note to demand payment on the

Note. Mortgagee and any future holder or holders of the Note shall be and are hereby subrogated to all rights, liens and privileges securing payment of any debt or claim for the payment of which Mortgagee or any future holder or holders of the Note may make advances pursuant to the terms hereof.

16. All or portions of the Mortgaged Property may be comprised of interests in the Leases which are other than working interests or which may be operated by a party or parties other than Mortgagor and with respect to all or any such Lease interests and properties as may be comprised of interests other than working interests or which may be operated by parties other than Mortgagor, Mortgagor's covenants as expressed in subparagraphs 4 through 8 inclusive of this Section II are modified to require that Mortgagor use its best efforts to obtain compliance with such covenants by the working interest owners or the operator or operators of such Leases or properties.

III

1. If the above described Note or any Indebtedness secured or to be secured hereby shall become due and payable and shall not be promptly paid, Mortgagee shall have the right and power to proceed by suit or suits for specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted or for any foreclosure hereunder or for the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Property under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate remedy. Mortgagor agrees to the full extent that it lawfully may that in case the above described Note or any of the Indebtedness be not paid promptly when due, then and in every such case Mortgagee shall have the right and power to enter into and upon and take possession of all or any part of the Mortgaged Property in the possession of Mortgagor, its successors or assigns, or its or their agents or servants, and may exclude Mortgagor, its successors or assigns, and all persons claiming under Mortgagor and its or their agents or servants wholly or partly therefrom; and holding the same Mortgagee may use, administer, operate and control the Mortgaged Property and conduct the business thereof to the same extent as Mortgagor, its successors or assigns, might at the time to and may exercise all rights and powers of Mortgagor, in the name, place and stead of Mortgagor, or otherwise as Mortgagee shall deem best. In connection with each and all of the foregoing and acting pursuant to the authority granted under Louisiana Revised Statutes 9:5131, et seq., Mortgagor and Mortgagee hereby expressly designate Mortgagee, or its agents, servants or employees as Keeper of each and all of the Mortgaged Property.

2. Mortgagor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Mortgagor does hereby authorize Mortgagee without making a demand or putting in default, putting in default being expressly waived, to cause all and singular the Mortgaged Property to be seized and sold by executory or other legal process without appraisalment (appraisalment being hereby expressly waived) either in its entirety or in lots, or parcels as Mortgagee may determine to the highest bidder for cash or on such terms as Mortgagee may direct, Mortgagor for itself, its successors and assigns hereby consenting

judgment for the full amount of the Note in principal and interest and all other Indebtedness secured and to be secured hereby.

3. Mortgagor hereby expressly waives: (a) the benefit of appraisal as provided for in Articles 2332, 2356, 2723 and 2724 of the Louisiana Code of Civil Procedure and all other laws conferring the same, (b) the demand and three (3) days delay accorded by Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (c) the notice of seizure required by Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (d) the benefit of any other provisions of Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure; and Mortgagor agrees to the immediate seizure of the property subject hereto in the event of suit hereon and further Mortgagee and any future holder or holders of the Note shall be entitled to all of the rights and remedies provided in Articles 9:4301-4304 of the Louisiana Revised Statutes and by Articles 197-204 of the Louisiana Mineral Code.

4. Every right, power and remedy herein given to Mortgagee shall be cumulative and in addition to every other right, power and remedy herein specifically given and now or hereafter existing; and each and every right, power and remedy whether specifically given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by Mortgagee and the exercise or the beginning of the exercise of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter any other right, power or remedy. No delay or omission by Mortgagee in the exercise of any right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

5. Mortgagor for itself and all who may claim through or under Mortgagor waives, to the extent that Mortgagor may lawfully do so under applicable law of the State of Louisiana, any and all rights to have the Mortgaged Property marshalled upon any foreclosure of the lien and privilege hereof or sold in inverse order of alienation and Mortgagor agrees that Mortgagee may cause the Mortgaged Property to be sold as an entirety or in parcels as Mortgagee may direct.

6. Mortgagee or any future holder or holders of the Note may at any time and from time to time release to Mortgagor or its order all or any portion of the funds received from the proceeds of oil, gas or other minerals as hereinafter provided without in anywise impairing, releasing or discharging the lien, privilege and security of this Mortgage and the pledge and assignment hereinafter provided for or affecting the validity thereof.

IV

1. Mortgagor, to additionally secure payment of the Indebtedness, effective as of the Effective Date hereof at 7:00 o'clock a.m., of the time zone in which the particular Mortgaged Property is located, has pledged, pawned, assigned, transferred, and conveyed and does hereby pledge, pawn, assign, transfer and convey unto Mortgagee, its successors and assigns, all of the Hydrocarbons and all products obtained or processed therefrom, and the revenues and proceeds now or hereafter attributable to the Hydrocarbons and products. The Hydrocarbons and products are to be delivered into pipelines connected with the Mortgaged Property or to the purchaser

thereof, to the credit of Mortgagee free and clear of all taxes, charges, costs and expenses, and all of said revenues and proceeds shall be paid to Mortgagee at its offices in New York, New York with no duty or obligation of any party paying the same to inquire into the right of Mortgagee to receive the same, what application is made thereof, or as to any other matter. Mortgagor agrees to perform all such acts, and to execute all such further assignments, transfer and division orders, and other instruments as may be required or desired by Mortgagee or any party in order to have said proceeds and revenues so paid to Mortgagee. Mortgagee is further authorized to receive and receipt for all revenues and proceeds; to endorse and cash any and all checks and drafts payable to the order of Mortgagor or Mortgagee for the account of Mortgagor or receive from or in connection with said revenues or proceeds and apply the proceeds thereof to the payment of the Indebtedness, when received, regardless of the maturity of any of the Indebtedness, or any installment thereof; and to execute transfer and division orders in the name of Mortgagor, or otherwise, with warranties binding on Mortgagor. Mortgagee shall not be liable for any delay, neglect, or failure to effect collection of any proceeds or to take any other action in connection therewith or hereunder; but shall have the right at its election in the name of Mortgagor or otherwise to prosecute and defend any and all actions or legal proceedings deemed advisable by Mortgagee in order to collect such funds and to protect the interests of Mortgagee and/or Mortgagor, with all costs, expenses, and attorneys' fees incurred in connection therewith being paid by Mortgagor. Mortgagor hereby agrees to indemnify Mortgagee against all claims, actions, liabilities, judgments, costs, charges and attorneys' fees made against or incurred by Mortgagee based upon the assertion that Mortgagee has had and received funds from the production of Hydrocarbons claimed by third persons either before or after the payment in full of the Indebtedness. Mortgagee shall have the right to defend against any such claims, actions and judgments employing its attorneys therefor and if not furnished with reasonable indemnity Mortgagee shall have the right to compromise and adjust any such claims, actions and judgments. Mortgagor agrees to indemnify and pay to Mortgagee any and all such claims, judgments, costs, charges, attorneys' fees as may be paid, and any judgment, release or discharge thereof or as may be adjudged against Mortgagee.

2. Nothing herein contained shall modify or otherwise alter the obligation of Mortgagor to make prompt payment of all principal and interest owing on the Note and all other Indebtedness when and as the same become due regardless of whether the proceeds of such Hydrocarbons are sufficient to pay the same and the rights provided in accordance with the foregoing assignment provision shall be cumulative of all other security of any and every character now or hereafter existing to secure payment of the Indebtedness.

V

1. If all Indebtedness secured hereby shall be paid, this Mortgage shall become null and void and Mortgagee shall forthwith cause satisfaction and discharge and release of this Mortgage to be entered upon the records at the expense of Mortgagor and shall execute deliver or cause to be executed and delivered such other instruments of satisfaction and reassignment as may be appropriate, otherwise this Mortgage shall remain and continue in full force and effect.

2. If any provision hereof is invalid or unenforceable under the Laws of the State of Louisiana, the other provisions hereof shall remain in full force and effect and the remaining provisions hereof shall be liberally construed in favor of Mortgagee in order to effectuate the provisions hereof.

3. The parties hereto expressly waive the production of mortgage or conveyance certificates and hereby relieve and release me, said Notary, and agree to hold me harmless from and by reason of the nonproduction and nonannexation thereof for this Mortgage.

4. The term "Mortgagor" as used herein shall mean and include all and each of the individuals, partnerships, corporations or other legal entities or persons executing this Mortgage (excluding the witnesses hereto and the Notary). The number and gender of pronouns used in referring to Mortgagor shall be construed to mean and correspond with the number and gender of the individuals, partnerships, corporations or other legal entities or persons executing this Mortgage as Mortgagor.

5. This Mortgage is made with full substitution and subrogation of Mortgagee, its successors and assigns in and to all covenants, warranties and representations by others heretofore given or made with respect to the Mortgaged Property or any part thereof whether recorded or unrecorded by contract or otherwise.

6. The covenants and agreements herein contained shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

7. If any of the terms or provisions hereof or of any other note or other evidence of Indebtedness secured hereby is susceptible to be construed as binding or obligating Mortgagor or any other person or concern obligated, either primarily or conditionally, for the payment of any Indebtedness secured hereby, under any circumstances or contingencies whatsoever, to pay interest in excess of that authorized by law, it is agreed that such terms or provisions are mistakes in calculation or wording and, notwithstanding the same, it is expressly agreed that neither Mortgagor nor any other person or concern obligated in any manner on any such Indebtedness shall ever be required or obligated under the terms hereof or under the terms of any such note or other evidence of any of the Indebtedness or otherwise, to pay interest in excess of that authorized by law. It is the intention of the parties hereto to conform strictly to the usury laws now in force in any state having jurisdiction or to comply with any applicable federal law and any of the aforesaid contracts for interest shall be held to be subject to reduction to the amount allowed under said applicable usury laws.

8. This act is being passed in multiple counterpart originals, all of which are identical except that only that counterpart hereof which will be filed of record in Acadia Parish, Louisiana will have attached thereto a complete description of all Leases which comprise a portion of the Mortgaged Property sought to be affected hereby and all other counterparts will include only the descriptions of those Leases which cover lands located in the Parish in which such counterpart hereof will be filed and recorded. Each such counterpart shall for all purposes be deemed to be an original and all such counterparts collectively shall constitute but one and the same act.

9. Mortgagor and Bank did further acknowledge and declare that a portion of the indebtedness evidenced and/or secured or to be secured by the Note constitutes a renewal and rearrangement of existing indebtedness of Mortgagor to Bank which existing indebtedness is secured by the Existing Mortgage and that Mortgagor and Bank do hereby expressly agree and intend that all of the liens, privileges and priorities created and existing under and in accordance with the terms and provisions of the Existing Mortgage be continued and carried forward as security for the Note and said Mortgagor and Bank do further agree to and do hereby supplement, amend, restate and supersede all of the terms and provisions of the Existing Mortgage to such effect and effect that from and after the Effective Date hereof such Existing Mortgage shall contain warranties, representations, covenants, terms and conditions identical with the provisions of this act.

AND NOW into these presents personally came and appeared DW Miller, JR, Attorney-AT-LAW, of the Bank, the present holder and owner of the '79 Mortgage Note, who in such capacity and on behalf of any and all future holders of the Note does hereby accept this Act of Third Supplement, Amendment and Restatement of Collateral Chattel Mortgage and Collateral Mortgage, Pledge and Assignment and agrees to all terms and provisions hereof.

THUS DONE AND PASSED in my office in New York, New York, on the day, month and year first above written in the presence of the undersigned competent witnesses who hereunto sign their names with Mortgagor, Mortgagee and me, Notary, after due reading of the whole, to be effective the 12 day of OCTOBER, 1985 (the "Effective Date").

WITNESSES TO ALL
SIGNATURES:

[Signature]
[Signature]

MORTGAGOR:

MOORE McCORMACK ENERGY, INC.

By [Signature]
Name: LEO EHRHARDT
Title Treasurer

ATTEST:

By _____
Name: _____
Title: _____

BANK AND MORTGAGEE:

BANK OF MONTREAL, NEW YORK BRANCH

By *D. W. Minger, Sr.*

Name: *D. W. Minger, Sr.*

Title: *Account Manager*

[Signature]
Notary Public

Name: _____

My Commission expires: _____

JOHN DECOUPLE
Notary Public, State of New York
No. 43 4716173 Qual. in Richmond Co.
Certificate filed in New York County
Commission Expires March 30, 1986

EXHIBIT "A"

Attached to and made a part of Act of Third Supplement, Amendment and Restatement of Collateral Chattel Mortgage and Collateral Mortgage, Pledge and Assignment dated October 6, 1985 by Moore McCormack Energy, Inc. to Bank of Montreal, New York Branch

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EXHIBIT "A"

STATE OF LOUISIANA

PARISH OF ACADIA
(EAST RICHIE FIELD)

Vincent Lease, Richard Lease, Young Lease and
Joseph Klein Leases

Mortgagor's undivided 57.1384% interest in and to the following described oil and gas and/or oil, gas and mineral leases:

1. Oil and Gas Lease dated May 17, 1971 by Mordelo L. Vincent, Jr., et al, as Lessors, and E. Lee Mills, Lessee, recorded in Book Z-29, Page 153 of the Deed Records of Acadia Parish, Louisiana, insofar as the same covers the following described land from the surface down to 5000 feet:

E/2 NE/4, NE/4 SE/4 of irregular Section 22, containing 72.88 acres, Township 7 South, Range 1 West, Acadia Parish, Louisiana, and

All of that part of irregular Section 23, lying North of Bayou Mallet and West of a Southern prolongation of the North-South center lines of Sections 14 and 23, containing 130.32 acres, more or less, Township 7 South, Range 1 West, Acadia Parish, Louisiana.

2. Oil and Gas Lease dated June 8, 1971 by Clifford J. Richard, Lessor to J. W. Rettig, Jr., Lessee, recorded in Book A-30, Page 319, File No. 397663 of the Deed Records of Acadia Parish, Louisiana, covering the following described land:

40 acres, more or less, situated in Irregular Section 39, Township 7 South, Range 1 West, Acadia Parish, Louisiana.

3. Oil and Gas Lease dated June 8, 1971 by Clannie Young, Lessor to J. W. Rettig, Jr., Lessee, recorded under Entry No. 397662, Book A-30 of the Records of Acadia Parish, Louisiana, covering the following described land:

Eighty-four (84) acres of land, more or less, in the Southern portion of Section 39, Township 7 South, Range 1 West, Acadia Parish, Louisiana, Louisiana Meridian, more particularly described as follows:

TRACT 1: 49.50 acres, more or less in said Section 39, Bounded now or formerly, Northerly by Charles B. Dischler, et al; Easterly by Tract #2 hereinbelow described; Southerly by Rene Vincent Estate, Mordello L. Vincent, Jr. et al, and W. C. Pedigo, and/or the South section line of said Section 39; and Westerly by Albert Francois and Lewis C.

Ruppert, and/or the West Section line of said Section 39, Township 7 South, Range 1 West, and

TRACT 2: 34.50 acres, more or less, in said Section 39, bounded now or formerly, Northerly by Charles B. Dischler, et al, and Elizabeth Wilfert Perkins; Easterly by Clifford J. Richard; Southerly by Rene Vincent Estate and Mordelio L. Vincent, Jr., et al, and/or the South section line of said Section 39; and Westerly by Tract #1 hereinabove described.

4. Oil, Gas and Mineral Lease dated June 23, 1971 by Joseph Klein, et al, as Lessors to J. W. Rettig, Jr., as Lessee, recorded in COB A-30, Page 323 under Original Act No. 397664 of the Records of Acadia Parish, Louisiana, as amended;
5. Oil, Gas and Mineral Lease dated June 23, 1971 by Annie Thennissen Klein, Natural Tutrix for Susan Klein, et al, as Lessor to Ernest R. Magruder, as Lessee, recorded in COB A-30, Page 329 under Original Act No. 397665 of the Records of Acadia Parish, Louisiana, as amended;
6. Oil, Gas and Mineral Lease dated January 1, 1974 by Pete. Joseph Klein, as Lessor to Apco Oil Corporation, as Lessee, recorded in COB Q-32, Page 540, under Original Act No. 417849 of the Records of Acadia Parish, Louisiana,

INSOFAR as leases 4 through 6 above cover the following described land:

That certain tract or parcel of land in the Southwest Quarter (SW/4) of Section 14, Township 7 South, Range 1 West, Louisiana Meridian, bounded now or formerly, on the North and East by John H. Klein, South by M. L. Vincent, Jr., et al; West by Clifford J. Richard and Elizabeth Wilfert Perkins; and being further described as the Southwest Quarter of the Southwest Quarter (SW/4 of SW/4) and the West 12 acres of the Southeast Quarter of the Southwest Quarter (SE/4 of SW/4).

Mortgagor's interests in above described leases numbered 1 through 6 are subject to the following Encumbrances:

- A. Overriding Royalty to E. Lee Mills;
Purchase Contract dated August 15, 1974 by Apco Oil Corporation, et al, as Seller and Transcontinental Pipeline Corporation, as Buyer, recorded in Record Book P-32, Page 518, File No. 417615 of the Records of Acadia Parish, Louisiana;
- C. Conservation Units created by Conservation Order Nos. 79-A, effective June 12, 1977, and 979-B-1, dated March 6, 1979 of the Department of Conservation of Louisiana, modified by Order Nos. 979-B-2, effective December 15, 1981 and 979-B-4, effective January 10, 1984.

Mortgagor warrants and represents that Mortgagor's above 57.1384% interest in and to the above described leases

after giving full effect to all terms and provisions of the above specified Encumbrances will afford Mortgagee not less than the following net interests in production from the following identified wells and/or units:

<u>Well and/or Unit Name</u>	<u>Net Interest in Production</u> <u>Before Payout</u>	<u>After Payout</u>
Stray RA SU: Vincent 4	.1624925	.3266745
Vincent #9	.428538	.428538
Vincent #15	.428538	.428538
Borsum Development		
3600' Sand	.428538	.428538
Richard #1	.428538	.428538
Young #2	.428538	.428538
ERH MM RA SU		
(M-M Sand Unit)	.251470	.251470

PURCHASER: Koch Oil Company (M-M Sand Unit)
Clayco, Inc. (Remainder)

REMITTER: Moore McCormack Energy, Inc.

PARISHES OF ALLEN AND BEAUREGARD
(CLEAR CREEK FIELD)

Bel Estate 2, 5, 9, 10, & 12

Mortgagor's full ownership of the following described oil, gas and mineral lease:

1. Oil, Gas and Mineral Lease dated March 13, 1967 by Ernest F. Bel, et al, recorded under File No. 188326, Conveyance Book 156 of the Records of Allen Parish, Louisiana, and an Amendment to Oil, Gas and Mineral Lease dated August 24, 1967 by Ernest F. Bel, et al, recorded under File No. 194241, Conveyance Book 160 of the Records of Allen Parish, Louisiana, covering the lands hereinafter described;
2. Oil, Gas and Mineral Lease dated March 13, 1967 by Della B. Krause, et al recorded under File No. 188325, Conveyance Book 156 of the Records of Allen Parish, Louisiana, and an Amendment to Oil, Gas and Mineral Lease dated August 24, 1967 by Della B. Krause, et al, recorded under file No. 194242, Conveyance Book 160 of the Records of Allen Parish, Louisiana, and Amendment to Oil, Gas and Mineral Lease dated March 5, 1968 by Della B. Krause, et al, recorded under File No. 194990, Conveyance Book 161, Page 256 of the Records of Allen Parish, Louisiana, covering the lands hereinafter described;

INSOFAR as said lease together with lease number 1 above cover the following lands:

The North Half (N/2); the Southeast Quarter (SE/4) and the East Half of the Southwest Quarter (E/2 SW/4) of Section 18; and the West Half of the Southwest Quarter (W/2 SW/4) of Section 17; all in Township 6 South, Range 7 West, Allen Parish, Louisiana.

Mortgagor's full ownership of above described leases numbered 1 and 2 has been acquired by Mortgagor pursuant to, and Mortgagor's ownership thereof is subject to the Encumbrances which are specified below.

Mortgagor warrants and represents that Mortgagor's full ownership of above described leases numbered 1 and 2, after giving full effect to all terms and provisions of the Encumbrances will afford Mortgagor not less than .727893 of all oil, gas and other minerals produced, saved and sold from the Bel Estate 2, 5, 9, 10, 11 and 12 wells which are located on the above described lands or on lands pooled therewith.

Bell Estate 6 & 11

Mortgagor's undivided 93.8933% interest in and to the following described oil, gas and mineral lease:

3. Oil, Gas and Mineral Lease dated March 13, 1967 by Della B. Krause, et al, recorded under File No. 188325, Conveyance Book 156 of the Records of Allen

Parish, Louisiana, as amended by Amendment of Oil, Gas and Mineral Lease dated August 24, 1967 by Della B. Krause, et al, recorded under File No. 194242, Conveyance Book 160 of the Records of Allen Parish, Louisiana, and as further amended by Amendment of Oil, Gas and Mineral Lease dated March 5, 1968 by Della B. Krause, et al, recorded under File No. 194990, Conveyance Book 161 of the Records of Allen Parish, Louisiana, insofar only as said lease covers the following described lands:

E/2 of SW/4 of Section 18, and W/2 of SW/4 of Section 17, Township 6 South, Range 7 West, Allen Parish, Louisiana.

Mortgagor's interests in and to above described lease number 3 has been acquired by Mortgagor pursuant to, and Mortgagor's interests therein are subject to the Encumbrances which are specified below.

Mortgagor warrants and represents that Mortgagor's above specified undivided interests in above described lease number 3, after giving full effect to all terms and provisions of the encumbrances will afford Mortgagor not less than .683370 of all oil, gas and other minerals produced, saved and sold from the Bell Estate 6 & 11 wells which are located on the above described lands or on lands pooled therewith.

Owens-Illinois, Inc. 1 & 2

Mortgagor's full ownership of the following described oil, gas and mineral leases:

4. Oil and Gas Lease dated April 24, 1969 by Hillyer Deutsch Edwards, Inc., as Lessor and Texas Interstate Oil & Gas, as Lessee, recorded under File No. 193373 in Book 245 of the Conveyance Records of Beauregard Parish, Louisiana, covering the lands hereinafter described;
5. Oil and Gas Lease dated May 10, 1967 by Owens-Illinois, Inc., as Lessor and Texas Interstate Oil and Gas, as Lessee, recorded in Book 156, Page 718 of the Conveyance Records of Allen Parish, Louisiana;

INSOFAR as said leases 3 and 4 above cover and include the following described lands:

80.127 acres; being W/2 SW/4 Section 18, Township 6 South, Range 7 West, Allen Parish, Louisiana and 80.127 acres being E/2 NE/4 Section 24, Township 6 South, Range 3 West, Beauregard Parish, Louisiana.

Mortgagor's full ownership of above described leases numbered 4 and 5 has been acquired by Mortgagor pursuant to, and Mortgagor's interests therein are subject to the Encumbrances which are specified below.

Mortgagor warrants and represents that Mortgagor's full ownership of the above described leases numbered 4 and 5, after giving full effect to all terms and provisions of the Encumbrances will afford Mortgagor not less than .75 of all oil, gas and other minerals produced, saved and sold from the Owens-Illinois, Inc. 1 and 2 wells which are located on the above described lands or on lands pooled therewith.

Owens-Illinois 3

Mortgagor's full ownership of the following described oil, gas and mineral leases:

6. Oil and Gas Lease dated June 11, 1984 by J. A. Bel Estate, as Lessor and Mortgagor, as Lessee, recorded under File No. 317162 in Book 271 of the Conveyance Records of Allen Parish, Louisiana,

INSOFAR AND ONLY INSOFAR AS the above described lease covers and includes the following described lands:

125.94 acres being S/2 NE/4, and NE/4 NE/4, Section 19, Township 6 South, Range 8 West, Allen Parish, Louisiana;

7. Oil and Gas Lease dated June 1, 1984 by Owens-Illinois, Inc., as Lessor and Mortgagor, as Lessee, recorded under File No. 319257 in Book 274 of the Conveyance Records of Allen Parish, Louisiana;

INSOFAR AND ONLY INSOFAR AS the above described lease covers and includes the following described lands:

125.97 acres being NE/4 NE/4, N/2 NW/4, Section 19, Township 6 South, Range 7 West, Allen Parish, Louisiana;

8. Oil and Gas Lease dated February 14, 1985 by Missouri Pacific Railroad Company, as Lessor and Mortgagor, as Lessee and recorded under File No. 322861, Book 281 of the Conveyance Records of Allen Parish, Louisiana,

INSOFAR AND ONLY INSOFAR AS the above described lease covers and includes the following described lands:

18.77 acres being a railroad right-of-way located in the N/2 of Section 19 and the NW/4 of Section 20, Township 6 South, Range 7 West, Allen Parish, Louisiana.

Mortgagor's full ownership of above described leases numbered 6 through 8 has been acquired by Mortgagor pursuant to, and Mortgagor's ownership thereof is subject to the Encumbrances which are specified below.

Mortgagor warrants and represents that Mortgagor's full ownership of above described leases numbered 6 through 8, after giving full effect to all terms and provisions of the Encumbrances will afford Mortgagor not less than .74393247 of all oil, gas and other minerals produced, saved and sold from the Owens-Illinois 3 well which is located on the above described lands or on lands pooled therewith.

J. A. Eel 1

Mortgagor's full ownership of the following described oil, gas and mineral lease:

9. Oil and Gas Lease dated August 27, 1984 by Della Krause Thielen, et al, as Lessors and Mortgagor, as Lessee, recorded in Book 317, Page 347 of the Conveyance Records of Allen Parish, Louisiana,

INSOFAR AND ONLY INSOFAR AS said lease covers and includes the following described lands:

S/2 NW/4 Section 19, NW/4, Section 20, Township 6 South, Range 7 West, Allen Parish, Louisiana;

Mortgagor's full ownership of above described lease number 9 has been acquired by Mortgagor pursuant to, and Mortgagor's ownership thereof is subject to the Encumbrances which are specified below.

Mortgagor warrants and represents that Mortgagor's full ownership of above described lease number 9, after giving full effect to all terms and provisions of the Encumbrances will afford Mortgagor not less than .75 of all oil, gas and other minerals produced, saved and sold from the J. A. Bel 1 well which is located upon the above described land or on lands pooled therewith.

Mortgagor's full ownership of and undivided interests in above described leases numbered 1 through 9 have been acquired by Mortgagor pursuant to, and Mortgagor's full ownership of and undivided interests therein are subject to the following Encumbrances:

- A. Overriding royalty interest of .0041667 payable to Mrs. Billie Bundy Brinlee;
- B. Overriding royalty interest of .0025000 payable to N. N. Ingraham;
- C. Overriding royalty interest of .0041667 payable to James E. Bishop, Trustee;
- D. Overriding royalty interest of .0041667 payable to M. A. Robinson;
- E. Joint Venture Agreement dated April 1, 1969 with Prudential Minerals Exploration Corporation as Operator, and Prudential Funds, Inc., as Non-Operator;
- F. Gas Purchase Contract dated December 23, 1974 between Trunkline Gas Company, as Buyer and Shenandoah Oil Corporation, et al., as Seller, as amended.
- G. Operating and Development Contract between Longhorn Production Co. and Prudential Funds;
- H. Act of Assignment dated February 12, 1979 by Prudential Group, Inc., et al, to Mortgagor, recorded under File No. 274533 in Conveyance Book 226 of the Records of Allen Parish, Louisiana;
- I. Assignment dated December 2, 1983 by The Prudential Energy Company, as Assignor, to Mortgagor, as Assignee, recorded in Conveyance Book 263, Page 545 of the Records of Allen Parish, Louisiana; and

J. Conservation Order No. 308-B, effective June 28,
1968.

PURCHASER: Citgo Petroleum Corp.

REMITTER: Moore McCormack Energy, Inc.

PARISH OF VERMILION
(Lac Blanc Field)

Exxon Fee 6, 7, 8, 9, 10, 11, 13 and 23

Mortgagor's undivided 6% interest in and to the following described oil, gas and mineral lease:

1. Oil, Gas and Mineral Lease dated June 3, 1957 by Louisiana Furs Corporation, as Lessor and Amerada Petroleum Corporation, as Lessee, recorded in COB 342, Page 210, under Entry No. 135457 of the Records of Vermilion Parish, Louisiana, INsofar as it covers and affects that certain area subleased by The Superior Oil Company, et al, to The Stone Oil Corporation, by Act dated August 31, 1975, recorded in COB 810, Folio 592 of the Records of Vermilion Parish, Louisiana.

Mortgagor's interest in the above described lease has been acquired by Mortgagor pursuant to, and Mortgagor's interest therein is subject to the following Encumbrances:

- A. Farmout Agreement dated July 31, 1973 between Amerada Hess Corporation, The Superior Oil Company and The Stone Oil Corporation, as amended;
- B. Gas Purchase Contract dated September 27, 1960 between Tennessee Gas Transmission Company and The Superior Oil Company, as amended;
- C. Gas Purchase Contract dated August 24, 1961 between Tennessee Gas Transmission Company and Amerada Hess Corporation, as amended,
- D. Gas Purchase and Sales Agreement dated July 28, 1977 between Tennessee Gas Pip-line Company and The Stone Oil Corporation, et al, as amended;
- E. All overriding royalty interests recorded prior to March 1, 1978, including the following:
 - 5% Overriding Royalty Interest to Amerada Hess until pay-out
 - 3% Overriding Royalty Interest of D. R. Frantzen
 - 25% Net Profit Interest to Amerada Hess Corporation and The Superior Oil Company;
- F. Assignment of Gas Purchase Contract dated June 30, 1977 between Continental Oil Company and The Stone Oil Corporation, dated June 30, 1977, recorded in COB 845, Folio 443 of the Records of Vermilion Parish, Louisiana, insofar as that Assignment relates to Continental Oil Company's right of first refusal to purchase gas as set forth in the said Assignment;
- G. Department of Conservation Order No. 1028 dated March 31, 1978, relating to the Lower Descorbis Sand, Reservoir A of the State of Louisiana;
- H. Assignment dated May 2, 1978 between the Stone Oil Corporation, et al, as Assignor and Mortgagor, as

Assignee, recorded in Conveyance Book 862, Page 759 of the Records of Vermilion Parish, Louisiana.

Mortgagor warrants and represents that Mortgagor's above specified undivided interest in the above described lease, after giving full effect to all terms and provisions of the above specified Encumbrances will afford Mortgagor not less than .046200 before payout and not less than .03420 after payout of all oil, gas and other minerals produced, saved and sold from the Exxon Fee 6, 7, 8, 9, 10, 11, 13 and 23 wells which are located on lands covered by said lease or on lands pooled therewith.

Exxon Fee 16

Mortgagor's undivided 3.6% interests in and to the following described oil, gas and mineral leases:

1. Oil, Gas and Mineral Lease dated September 27, 1956 by The State of Louisiana, as Lessor, and The Superior Oil Company, as Lessee, recorded in Book 325, Folio 345, under Entry No. 132028 of the Records of Vermilion Parish, Louisiana;
2. Oil, Gas and Mineral Lease dated September 27, 1956 by Acadia-Vermilion Rice Irrigating Company, Inc., as Lessor, and Superior Oil Company, as Lessee, recorded in Book 325, Folio 418, under Entry No. 132035 of the Records of Vermilion Parish, Louisiana;

INSOFAR AND ONLY INSOFAR AS above described leases 1 and 2 cover and include oil and gas lease rights from the surface down to but not below the subsurface depth of 15,400' inclusive, within the following described tract of land, to wit:

49.95 acres, more or less, more particularly described as Unit Tract No. 3, Louisiana Conservation Order No. 1028-A-2 recorded under Entry No. 8202986 of the Conveyance Records of Vermilion Parish, Louisiana;

3. Oil, Gas and Mineral Lease dated September 27, 1956 by The State of Louisiana, as Lessor, and The Superior Oil Company as Lessee, recorded in Book 325, Folio 341, under Entry No. 132027 of the Records of Vermilion Parish, Louisiana;
4. Oil, Gas and Mineral Lease dated September 27, 1956 by Acadia-Vermilion Rice Irrigating Company, Inc., as Lessor, and The Superior Oil Company, as Lessee, recorded in Book 325, Folio 405, under Entry No. 132034 of the Records of Vermilion Parish, Louisiana;

INSOFAR AND ONLY INSOFAR AS above described leases 3 and 4 cover and include oil and gas lease rights from the surface down to but not below the subsurface depth of 15,400' inclusive within the following described tract of land to wit:

37.71 acres, more or less, more particularly described as Unit Tract No. 2, Louisiana

Conservation Order No. 1028-A-2, recorded under Entry No. 8203986 of the Conveyance Records of Vermilion Parish, Louisiana;

Mortgagor's undivided 6% interest in and to the following described oil, gas and mineral lease:

5. Oil, Gas and Mineral Lease dated June 3, 1957 by Louisiana FMS Corporation, as Lessor and Amerada Hess Corporation, as Lessee, recorded in Book 342, Folio 210 of the Records of Vermilion Parish, Louisiana;

INSOFAR AND ONLY INSOFAR AS above described lease number 5 covers and includes oil and gas lease rights from the surface down to but not below the subsurface depth of 15,400' inclusive within the following described tract of land, to wit:

143.89 and 15.71 acres, more or less, more particularly described as Unit Tract No. 4 and No. 5, Louisiana Conservation Order No. 1028-A-2, recorded under Entry No. 8203986 of the Conveyance Records of Vermilion Parish, Louisiana;

Mortgagor's undivided 7.1174% interest in and to the following described oil, gas and mineral leases:

6. Oil, Gas and Mineral Lease dated January 14, 1980 by Peltó Oil Company, et al, as Lessor, and Charles deGravelles, as Lessee, recorded in COB 924, Folio 645, under Entry No. 263329 of the Records of Vermilion Parish, Louisiana, covering the following described land:

320.0 acres, more or less, being located in Township 14 South, Ranges 1, 2, 3 West and 1 East, and Township 15 South, Ranges 1, 2, 3 West and 1 East, Vermilion Parish, Louisiana.

7. Oil, Gas and Mineral Lease dated January 14, 1980 by The State of Louisiana, as Lessor, and Charles deGravelles, as Lessee, recorded in COB 922, Page 838, under Entry No. 262816 of the Records of Vermilion Parish, Louisiana, covering the following described land:

320.0 acres, more or less, designated as State Lease No. 8537, being located in Township 14 South, Ranges 1, 2, 3 West and 1 East, and Township 15 South, Ranges 1, 2, 3 West and 1 East, Acadia Parish, Louisiana.

Mortgagor's interests in above described leases numbered 1 through 7 have been acquired by Mortgagor pursuant to, and Mortgagor's interests therein are subject to the following Encumbrances:

- A. Farmout Agreement dated June 16, 1980 by The Superior Oil Company, as Farmor and The Home Oil Corporation, as Farmee;
- B. Assignment dated September 22, 1983 by Stone Oil Corporation, as Assignor and Mortgagor, as Assign-

ee, recorded under Entry No. 8308481 of the Conveyance Records of Vermilion Parish, Louisiana;

- C. Assignment dated February 28, 1983 by Amerada Hess Corporation, as Assignor and Mortgagor, as Assignee, recorded under Entry No. 8302332 of the Conveyance Records of Vermilion Parish, Louisiana;
- D. Assignment dated June 27, 1983 by Stone Oil Corporation, as Assignor and Dan Frantzen, et al, as Assignee, recorded under Entry No. 8306166 of the Conveyance Records of Vermilion Parish, Louisiana, as amended;
- E. Assignment dated June 27, 1983 by Stone Oil Corporation, as Assignor and Dan Frantzen, et al, as Assignee, recorded under Entry No. 8307480 of the Conveyance Records of Vermilion Parish, Louisiana;
- F. Assignment dated June 27, 1983 by Stone Oil Corporation, as Assignor and Dan Frantzen, as Assignee, recorded under Entry No. 8304637 of the Conveyance Records of Vermilion Parish, Louisiana;
- G. Assignment dated November 30, 1983 by Stone Oil Corporation, as Assignor and Mortgagor, as Assignee, recorded under Entry No. 8402116 of the Conveyance Records of Vermilion Parish, Louisiana.

Mortgagor warrants and represents that Mortgagor's above specified undivided interests in above described leases numbered 1 through 7, after giving full effect to all terms and provisions of the above specified Encumbrances will afford Mortgagor not less than .03710106 of all oil, gas and other minerals produced, saved and sold from the Exxon Fee 16 well which is located on lands covered by said leases or on lands pooled therewith.

State Lease 8537 1

Mortgagor's undivided 7.1174% interest in and to the following described oil, gas and mineral leases:

- 1. Oil, Gas and Mineral Lease dated January 14, 1980 by Pelto Oil Company, et al, as Lessor and Charles deGravelles, as Lessee, recorded in COB 924, Folio 645, under Entry No. 263329 of the Records of Vermilion Parish, Louisiana, covering the following described land:
- 2. Oil, Gas and Mineral Lease dated January 14, 1980 by State of Louisiana, as Lessor and Charles deGravelles, as Lessee, recorded in COB 922, Page 838, under Entry No. 262816 of the Records of Vermilion Parish, Louisiana, covering the following described land:

320.0 acres, more or less, designated as State Lease No. 8537, being located in Township 14 South, Ranges 1, 2, 3 West and 1 East and Township 15 South, Ranges 1, 2, 3 West and 1 East;

3. Oil, Gas and Mineral Lease dated September 27, 1956 by The State of Louisiana and The Superior Oil Company, recorded in Book 325, Folio 341, under Entry No. 132027 of the Records of Vermilion Parish, Louisiana, covering the lands therein described.
4. Oil, Gas and Mineral Lease dated September 27, 1956 by Acadia-Vermilion Rice Irrigating Company and The Superior Oil Company, recorded in Book 325, Folio 425, under Entry No. 132034 of the Records of Vermilion Parish, Louisiana, covering the lands therein described.

Mortgagor's interests in above described leases numbered 1 through 4 have been acquired by Mortgagor pursuant to, and Mortgagor's interests therein are subject to the following Encumbrances:

- A. Assignment dated November 30, 1983 from Stone Oil Corporation to Mortgagor, recorded under Entry No. 8402116 of the Records of Vermilion Parish, Louisiana;
- B. Farmout Agreement dated December 20, 1984 by Superior Oil Company, as Farmor and The Stone Oil Corporation, as Farmee;
- C. Assignment dated June 27, 1983 from the Stone Oil Corporation to Dan Frantzen, recorded under Entry No. 8304637 of the Records of Vermilion Parish, Louisiana.

Mortgagor warrants and represents that Mortgagor's above specified undivided interests in the above described leases numbered 1 through 4, after giving full effect to all terms and provisions of the above specified Encumbrances will afford Mortgagor not less than .0540921 before payout and not less than .044068644 after payout of all oil, gas and other minerals produced, saved and sold from the State Lease 8357 1 well which is located on lands or water bottoms covered by said leases or on lands pooled therewith.

State Lease 10493 1

Mortgagor's undivided 7.1174% interest in and to the following described oil, gas and mineral leases:

1. Oil, Gas and Mineral Lease dated October 18, 1982 by The State of Louisiana, as Lessor, and The Stone Oil Corporation, as Lessee, recorded under Entry No. 8208864 of the Records of Vermilion Parish, Louisiana, covering the following described land:

1861 acres, more or less, designated as State Lease No. 10493, being located in Township 14 South, Ranges 1, 2, 3 West and 1 East and Township 15 South, Ranges 1, 2, 3 West and 1 East, Vermilion Parish, Louisiana;
2. Oil, Gas and Mineral Lease dated October 18, 1982 by P-1to Oil Company, et al, as Lessors, and The Stone Oil Corporation, as Lessee, recorded under Entry No. 8210122 of the Records of Vermilion

Parish, Louisiana, covering the following described land:

1861 acres, more or less, designated as State Lease No. 10493, being located in Township 14 South, Ranges 1, 2, 3 West and 1 East and Township 15 South, Ranges 1, 2, 3 West and 1 East, Vermilion Parish, Louisiana.

Mortgagor's interests in the above described leases have been acquired by Mortgagor pursuant to, and Mortgagor's interests therein are subject to the following Encumbrance:

1. Assignment dated June 27, 1983 from the Stone Oil Corporation to Dan Frantzen, recorded under Entry No. 8304637 of the Records of Vermilion Parish, Louisiana.

Mortgagor warrants and represents that Mortgagor's above specified undivided interests in the above described leases numbered 1 and 2, after giving full effect to all terms and provisions of the above specified Encumbrance will afford Mortgagor not less than .0498218 of all oil, gas and other minerals produced, saved and sold from the State Lease 10493 1 well which is located on lands or water bottoms covered by said leases or on lands pooled therewith.

PURCHASER: Tennessee Gas Pipeline

REMITTER: Moore McCormack Energy, Inc.

PARISH OF VERMILION
(PARC PERDUE AREA)

CAM 1 RC SU A - Broussard 1

Mortgagor's undivided 15.0826% interest in and to the following described oil, gas and mineral leases:

1. Oil, Gas and Mineral Lease dated April 14, 1972 by Henry Bares, as Lessor to Dow Chemical Co., as Lessee, recorded in Book 729, Entry No. 710282 of the Records of Vermilion Parish, Louisiana;
2. Oil, Gas and Mineral Lease dated February 7, 1972 by Elite Romero Hebert, et al, Lessors, to Phillips Petroleum Co., as Lessee, recorded in Book 725, Entry No. 209399 of the Records of Vermilion Parish, Louisiana;
3. Oil, Gas and Mineral Lease dated December 9, 1977 by Ruby Marie Hebert Baudoin, Lessor to Phillips Petroleum Co., as Lessee, recorded in Book 859, Entry No. 246162 of the Records of Vermilion Parish, Louisiana;
4. Oil, Gas and Mineral Lease dated November 7, 1977 by Meuse Broussard, as Lessor to Phillips Petroleum Co., as Lessee, recorded in COB 858, Entry No. 246064 of the Records of Vermilion Parish, Louisiana;

5. Oil, Gas and Mineral Lease dated November 7, 1977 by Gladys B. Clark, as Lessor to Phillips Petroleum Co., as Lessee recorded in COB 858, Entry No. 246065 of the Records of Vermilion Parish, Louisiana;
6. Oil, Gas and Mineral Lease dated November 7, 1977 by Whitney Lynn Broussard, et al, as Lessors to Phillips Petroleum Co., as Lessee, recorded in COB 858, Entry No. 246066 of the Records of Vermilion Parish, Louisiana;
7. Oil, Gas and Mineral Lease dated May 23, 1980 by Blaise Ivy Sonnier, et al, as Lessor to Stack Oil Co., as Lessee, recorded in Book 938, Entry No. 80447 of the Records of Vermilion Parish, Louisiana;
8. Oil, Gas and Mineral Lease dated May 23, 1980 by Kart John Sonnier, as Lessor to Stack Oil Co., as Lessee, recorded in Book 938, Entry No. 80448 of the Records of Vermilion Parish, Louisiana;
9. Oil, Gas and Mineral Lease dated February 8, 1973 by Bernadette L. LeBlanc, et al, as Lessors, to Dow Chemical Co., as Lessee, recorded in COB 745, Entry No. 214523 of the Records of Vermilion Parish, Louisiana;
10. Oil, Gas and Mineral Lease dated February 27, 1973 by Wilmer J. Baudoin, et al, as Lessors to Dow Chemical Co., as Lessee, recorded in Book 746, Entry No. 214752 of the Records of Vermilion Parish, Louisiana;
11. Oil, Gas and Mineral Lease dated February 10, 1973 by Alphonsine Hebert Bares, as Lessor to Dow Chemical Co., as Lessee, recorded in COB 745, Entry No. 214522 of the Records of Vermilion Parish, Louisiana;
12. Oil, Gas and Mineral Lease dated January 16, 1978 by Alphonsine Hebert Bares, Curatrix of Harris Bares, Interdict, as Lessor to Phillips Petroleum Co., as Lessee, recorded in COB 862, Entry No. 246891 of the Records of Vermilion Parish, Louisiana;
13. Oil, Gas and Mineral Lease dated February 10, 1973 by Edier Bares, as Lessor to Dow Chemical Co., as Lessee, recorded in COB 745, Entry No. 214629 of the Records of Vermilion Parish, Louisiana;
14. Oil, Gas and Mineral Lease dated February 9, 1977 by Stella C. Greene, et al, as Lessors, to Vincent K. Sonnier, as Lessee, recorded in COB 843, Entry No. 241925 of the Records of Vermilion Parish, Louisiana;
15. Oil, Gas and Mineral Lease dated February 9, 1977 by Karlan P. Greene, as Lessor to Vincent K. Sonnier, as Lessee, recorded in COB 843, Entry No. 241926 of the Records of Vermilion Parish, Louisiana;

16. Oil, Gas and Mineral Lease dated April 27, 1981 by Alphonsine H. Eares, et al, as Lessors to Phillips Petroleum Co., as Lessee recorded at Entry No. 8203578 of the Records of Vermilion Parish, Louisiana;
17. Oil, Gas and Mineral Lease dated March 18, 1980 by Elite Romerc Hebert, et al, as Lessors to Phillips Petroleum Co., as Lessee, recorded in Book 935, Entry No. 265720 of the Records of Vermilion Parish, Louisiana;
18. Oil, Gas and Mineral Lease dated October 24, 1982 by Ruby Marie Baudoin, et al, as Lessors to The Stone Petroleum Corporation, as Lessee, recorded at Entry No. 8209058 of the Records of Vermilion Parish, Louisiana;
20. Oil, Gas and Mineral Lease dated February 25, 1982 by Blaise Ivy Sonnier, et al, as Lessors to The Stone Petroleum Corporation, as Lessee, recorded at Entry No. 8203185 of the Records of Vermilion Parish, Louisiana;
21. Oil, Gas and Mineral Lease dated May 16, 1981 by John Alvin Richard, et al, Lessors to Bruce Dobbie, as Lessee, recorded in Book 958, Entry No. 811176 of the Records of Vermilion Parish, Louisiana;
22. Oil, Gas and Mineral Lease dated May 18, 1981 by State of Louisiana Lease #9480, as Lessor to The Stone Oil Corporation, as Lessee, recorded in Book 968, Entry No. 814230 of the Records of Vermilion Parish, Louisiana;
23. Oil, Gas and Mineral Lease dated November 16, 1980 by Robert C. Hollier, et ux, as Lessors to Vincent X. Sonnier, as Lessee, recorded in Book 950, Entry No. 803626 of the Records of Vermilion Parish, Louisiana;
24. Oil, Gas and Mineral Lease dated November 7, 1977 by Rena Theriot Herpin, as Lessor to Vincent X. Sonnier, as Lessee, recorded in Book 863, Entry No. 247200 of the Records of Vermilion Parish, Louisiana; and
25. Oil, Gas and Mineral Lease dated January 14, 1980 by State of Louisiana Lease #8490, as Lessor to James L. Melchers, as Lessee, recorded in Book 921, Entry No. 262629 of the Records of Vermilion Parish, Louisiana,

INSOFAR only as said leases cover lands and/or water bottom areas lying within the area of the CAM 1 RC SU A created by the Louisiana Office of Conservation Order No. 902-A-6, dated August 4, 1982.

Mortgagor's interests in the above described leases have been acquired by Mortgagor pursuant to, and Mortgagor's interests therein are subject to the following Encumbrances:

- A. Assignment dated August 25, 1982 between Phillips Petroleum Company, et al, as Assignor and The Stone

Corporation, et al, as Assignee, and recorded under Entry No. 8209260 of the Conveyance Records of Vermilion Parish, Louisiana;

- B. Assignment dated January 20, 1983 between Robert L. Zinn, as Assignor, and The Stone Petroleum Corporation, et al, as Assignee, and recorded under Entry No. 8300488 of the Conveyance Records of Vermilion Parish, Louisiana;
- C. Assignment dated October 20, 1982 between The Stone Oil Corporation, as Assignor, and Moore McCormack Oil & Gas Corporation, et al, as Assignee, and recorded under Entry No. 8408683 of the Conveyance Records of Vermilion Parish, Louisiana;
- D. Assignment dated January 12, 1983 between Phillips Petroleum Company, et al, as Assignor, and The Stone Oil Corporation, as Assignee, and recorded under Entry No. 829260 of the Conveyance Records of Vermilion Parish, Louisiana;
- E. Assignment dated November 30, 1984 between Paragon 80-2 Exploration Venture, as Assignor, and Moore McCormack Energy, Inc., as Assignee, and recorded under Entry No. 8504944 of the Conveyance Records of Vermilion Parish, Louisiana;
- F. Assignment dated November 30, 1984 between Paragon 80-1 Exploration Venture, as Assignor, and Moore McCormack Energy, Inc., as Assignee, and recorded under Entry No. 8504943 of the Conveyance Records of Vermilion Parish, Louisiana; and
- G. Assignment dated July 1, 1984 between Paragon 80-1 Exploration Venture, as Assignor, and Moore McCormack Energy, Inc., as Assignee, and recorded under Entry No. 8511954 of the Conveyance Records of Vermilion Parish, Louisiana.

Mortgagor warrants and represents that Mortgagor's above specified undivided interests in the above described leases numbered 1 through 25, after giving full effect to all terms and provisions of the above specified Encumbrances will afford Mortgagor not less than .1095697 of all oil, gas and other minerals produced, saved and sold from the CAM 1 RC SU A - Broussard 1 unit created by Louisiana Office of Conservation Order No. 902-A-6.

CIB JEFF RB SU A - Broussard 2

Mortgagor's undivided 12.2081% interest in and to the following described oil, gas and mineral leases:

- 1. Oil, Gas and Mineral Lease dated February 10, 1973 by Alphonsine H. Bares, et al, as Lessors to Phillips Petroleum Co., as Lessee, recorded in Book 862, Entry No. 246891 of the Records of Vermilion Parish, Louisiana;
- 2. Oil, Gas and Mineral Lease dated April 14, 1972 by Henry Bares, as Lessor to Dow Chemical Company, as Lessee, recorded in Book 729, Entry No. 210282 of the Records of Vermilion Parish, Louisiana;

3. Oil, Gas and Mineral Lease dated March 18, 1980 by Elite Romero Hebert, as Lessor to Phillips Petroleum Company, as Lessee, recorded in Book 935, Entry No. 265720 of the Records of Vermilion Parish, Louisiana;
4. Oil, Gas and Mineral Lease dated February 7, 1972 by Elite Romero Hebert, as Lessor to Phillips Petroleum Company, as Lessee, recorded in Book 935, Entry No. 209399 of the Records of Vermilion Parish, Louisiana;
5. Oil, Gas and Mineral Lease dated March 18, 1980 by Elite Romero Hebert, as Lessor to Phillips Petroleum Company, as Lessee, recorded in Book 935, Entry No. 265720 of the Records of Vermilion Parish, Louisiana;
6. Oil, Gas and Mineral Lease dated December 9, 1977 by Ruby Marie Baudoin, as Lessor, to Phillips Petroleum Company, as Lessee, recorded in Book 859, Entry No. 246162 of the Records of Vermilion Parish, Louisiana;

INsofar only as said leases cover lands and/or water bottom areas lying within the area of the CIB JEFF RE SU A created by the Louisiana Office of Conservation Order No. 9C2-C-3, dated August 4, 1982.

Mortgagor's interests in the above described leases have been acquired by Mortgagor pursuant to, and Mortgagor's interests therein are subject to the following Encumbrances:

- A. Assignment dated August 25, 1982 between Phillips Petroleum Company, et al as Assignor to The Stone Oil Corporation, et al, as Assignee and recorded under Entry No. 8209260 of the Conveyance Records of Vermilion Parish, Louisiana;
- B. Assignment dated January 20, 1983 between Robert L. Zinn, Assignor to Stone Oil Corporation, et al, as Assignee, and recorded under Entry No. 8300488 of the Records of Vermilion Parish, Louisiana;
- C. Assignment dated December 21, 1982 between McRae Exploration, Inc. as Assignor, and Stone Oil Corporation, as Assignee, and recorded under Entry No. 8306496 of the Deed Records of Vermilion Parish, Louisiana;
- D. Assignment dated January 20, 1983 between Robert L. Zinn, as Assignor, and Stone Oil Corporation, et al, as Assignee, and recorded under Entry No. 8306488 of the Deed Records of Vermilion Parish, Louisiana;
- E. Assignment dated November 30, 1984 between Paragon 80-2 Exploration Venture, as Assignor, and Moore McCormack Energy, Inc., as Assignee, and recorded under Entry No. 8504944 of the Conveyance Records of Vermilion Parish, Louisiana;
- F. Assignment dated November 30, 1984 between Paragon 80-1 Exploration Venture, as Assignor, and Moore McCormack Energy, Inc., as Assignee, and recorded

under Entry No. 8504943 of the Conveyance Records of Vermilion Parish, Louisiana;

- G. Assignment dated July 1, 1984 between Paragon 80-1 Exploration, as Assignor, and Moore McCormack Energy, Inc., as Assignee, and recorded under Entry No. 8511954 of the Conveyance Records of Vermilion Parish, Louisiana;

Mortgagor warrants and represents that Mortgagor's above specified undivided interests in the above described leases numbered 1 through 11, after giving full effect to all terms and provisions of the above specified Encumbrances will afford Mortgagor not less than .0891313 of all oil, gas and other minerals produced, saved and sold from the CIB JEFF RB SUA - Broussard 2 unit created by Louisiana Office of Conservation Order No. 902-C-3.

CAM 1 RD SU A - Greene 1

Mortgagor's undivided 16.15883% interest in and to the following described oil, gas and mineral leases:

1. Oil, Gas and Mineral Lease dated November 1, 1977 by Meuse Broussard, as Lessor to Phillips Petroleum Co., as Lessee, recorded in Book 858, Entry No. 246064 of the Records of Vermilion Parish, Louisiana;
2. Oil, Gas and Mineral Lease dated November 7, 1977 by Gladys B. Clark, as Lessor to Phillips Petroleum Co., as Lessee, recorded in Book 858, Entry No. 246065 of the Records of Vermilion Parish, Louisiana;
3. Oil, Gas and Mineral Lease dated November 7, 1977 by Whitney Lynn Broussard, et al, as Lessor to Phillips Petroleum Co., as Lessee, recorded in Book 858, Entry No. 246066 of the Records of Vermilion Parish, Louisiana;
4. Oil, Gas and Mineral Lease dated February 8, 1973 by Bernadette L. LeBlanc, et al, as Lessors to Dow Chemical Co., as Lessee, recorded in Book 745, Entry No. 214523 of the Records of Vermilion Parish, Louisiana;
5. Oil, Gas and Mineral Lease dated February 10, 1973 by Alphonsine H. Bares, et al, as Lessors to Dow Chemical Co. as Lessee, recorded in Book 745, Entry No. 214522 of the Records of Vermilion Parish, Louisiana;
6. Oil, Gas and Mineral Lease dated February 10, 1973 by Alphonsine H. Bares, et al, as Lessors to Phillips Petroleum Co., as Lessee, recorded in Book 862, Entry No. 246891 of the Records of Vermilion Parish, Louisiana;
7. Oil, Gas and Mineral Lease dated June 4, 1980 by Consolidated Gravity Drainage District #1, as Lessor to Phillips Petroleum Co., as Lessee, recorded in Book 939, Entry No. 80-700 of the Records of Vermilion Parish, Louisiana;

8. Oil, Gas and Mineral Lease dated February 10, 1973 by Edier Bares, as Lessor to Dow Chemical Co., as Lessee, recorded in Book 745, Entry No. 214629 of the Records of Vermilion Parish, Louisiana;
9. Oil, Gas and Mineral Lease dated February 9, 1977 by Stella C. Greene, et al, as Lessors to Vincent X. Sonnier, as Lessee, recorded in Book 843, Entry No. 241925 and Entry No. 241926 of the Records of Vermilion Parish, Louisiana;
10. Oil, Gas and Mineral Lease dated May 16, 1981 by Alvin Richard, et al, as Lessors to Bruce Dobie, as Lessee, recorded in Book 958, Entry No. 811176 of the Records of Vermilion Parish, Louisiana;
11. Oil, Gas and Mineral Lease dated May 18, 1981 by Hermina L. LeBlanc, et al, as Lessors to Bruce Dobie, as Lessee, recorded in Book 965, Entry No. 813251 of the Records of Vermilion Parish, Louisiana;
12. Oil, Gas and Mineral Lease dated May 18, 1981 by Jules F. LeBlanc, et al, as Lessors to Bruce Dobie, as Lessee, recorded in Book 963, Entry No. 812517 of the Records of Vermilion Parish, Louisiana;
13. Oil, Gas and Mineral Lease dated May 18, 1981 by Gary S. LeBlanc, as Lessor to Bruce Dobie, as Lessee, recorded in Book 965, Entry No. 813252 of the Records of Vermilion Parish, Louisiana;
14. Oil, Gas and Mineral Lease dated May 5, 1978 by J. Lewis Broussard, et al, as Lessors to Hargrove Oil Company, as Lessee, recorded in Book 873, Entry No. 249940 of the Records of Vermilion Parish, Louisiana;
15. Oil, Gas and Mineral Lease dated May 19, 1978 by Beo LeBlanc, et ux, as Lessors to Hargrove Oil Company, as Lessee, recorded in Book 873, Entry No. 249935 of the Records of Vermilion Parish, Louisiana;
16. Oil, Gas and Mineral Lease dated May 18, 1978 by Opta J. LeBlanc, et ux, as Lessors to Hargrove Oil Company, as Lessee, recorded in Book 873, Entry No. 249934 of the Records of Vermilion Parish, Louisiana;

INSOFAR only as said leases cover lands and/or water bottom areas lying within the area of the CAM 1 RD SU A created by the Louisiana Office of Conservation Order No. 902-A-6, dated August 4, 1982.

Mortgagor's interests in the above described leases have been acquired by Mortgagor pursuant to, and Mortgagor's interests therein are subject to the following Encumbrances:

- A. Assignment dated August 25, 1982 between Phillips Petroleum Company, et al, as Assignor and The Stone Oil Corporation, et al, as Assignee and recorded under Entry No. 8209260 of the Deed Records of Vermilion Parish, Louisiana;

- B. Assignment dated January 20, 1983 between Robert L. Zinn, Assignor to Stone Oil Corporation, et al, as Assignee, and recorded under Entry No. 8300491 of the Conveyance Records of Vermilion Parish, Louisiana;
- C. Assignment dated October 20, 1982 between The Stone Oil Corporation, as Assignor, and Moore McCormack Oil & Gas Corporation, as Assignee, and recorded under Entry No. 8408683 of the Conveyance Records of Vermilion Parish, Louisiana;
- D. Assignment dated November 30, 1984 between Paragon 80-2 Exploration Venture, as Assignor, and Moore McCormack Energy, Inc., as Assignee, and recorded under Entry No. 8504944 of the Conveyance Records of Vermilion Parish, Louisiana;
- E. Assignment dated November 30, 1984 between Paragon 80-1 Exploration Venture, as Assignor, and Moore McCormack Energy, Inc., as Assignee, and recorded under Entry No. 850,943 of the Conveyance Records of Vermilion Parish, Louisiana;
- F. Assignment dated July 1, 1984 between Paragon 80-1 Exploration, as Assignor, and Moore McCormack Energy, Inc., as Assignee, and recorded under Entry No. 8511954 of the Conveyance Records of Vermilion Parish, Louisiana;

Mortgagor warrants and represents that Mortgagor's above specified undivided interests in the above described leases numbered 1 through 16, after giving full effect to all terms and provisions of the above specified Encumbrances will afford Mortgagor not less than .11255321 of all oil, gas and other minerals produced, saved and sold from the CAM 1 RD SUA A - Greene 1 unit created by Louisiana Office of Conservation Order No. 902-A-6.

CAM 1 RE SU A - Greene 2

Mortgagor's undivided 9.82517% interest in and to the following described oil, gas and mineral leases:

- 1. Oil, Gas and Mineral Lease dated May 23, 1980 by Blaise Ivy Sonnier, et al, as Lessors to Stack Oil Company, as Lessee, recorded in Book 938, Entry No. 80447 of the Records of Vermilion Parish, Louisiana;
- 2. Oil, Gas and Mineral Lease dated May 23, 1980 by Bart John Sonnier, as Lessor to Stack Oil Company, as Lessee, recorded in Book 938, Entry No. 80448 of the Records of Vermilion Parish, Louisiana;
- 3. Oil, Gas and Mineral Lease dated November 7, 1977 by Meuse Broussard, as Lessor to Phillips Petroleum Co., as Lessee, recorded in Book 858, Entry No. 246064 of the Records of Vermilion Parish, Louisiana;
- 4. Oil, Gas and Mineral Lease dated November 7, 1977 by Gladys B. Clark, as Lessor to Phillips Petroleum Co., as Lessee, recorded in Book 858, Entry No.

246065 of the Records of Vermilion Parish,
Louisiana;

5. Oil, Gas and Mineral Lease dated November 7, 1977 by Whitney Lynn Broussard, et al, as Lessor to Phillips Petroleum Co., as Lessee, recorded in Book 858, Entry No. 246066 of the Records of Vermilion Parish, Louisiana;
6. Oil, Gas and Mineral Lease dated February 8, 1973 by Bernadette L. LeBlanc, et al, as Lessors to Dow Chemical Co., as Lessee, recorded in Book 745, Entry No. 214523 of the Records of Vermilion Parish, Louisiana;
7. Oil, Gas and Mineral Lease dated February 10, 1973 by Alphonsine H. Bares, et al, as Lessors to Dow Chemical Co. as Lessee, recorded in Book 745, Entry No. 214522 of the Records of Vermilion Parish, Louisiana;
8. Oil, Gas and Mineral Lease dated February 10, 1973 by Alphonsine H. Bares, et al, as Lessors to Phillips Petroleum Co., as Lessee, recorded in Book 862, Entry No. 246891 of the Records of Vermilion Parish, Louisiana;
9. Oil, Gas and Mineral Lease dated June 4, 1980 by Consolidated Gravity Drainage District #1, as Lessor to Phillips Petroleum Co., as Lessee, recorded in Book 939, Entry No. 80-700 of the Records of Vermilion Parish, Louisiana;
10. Oil, Gas and Mineral Lease dated February 10, 1973 by Edier Bares, as Lessor to Dow Chemical Co., as Lessee, recorded in Book 745, Entry No. 214629 of the Records of Vermilion Parish, Louisiana;
11. Oil, Gas and Mineral Lease dated February 9, 1977 by Stella C. Greene, et al, as Lessors to Vincent X. Sonnier, as Lessee, recorded in Book 843, Entry No. 241925 and Entry No. 241926 of the Records of Vermilion Parish, Louisiana;
12. Oil, Gas and Mineral Lease dated May 16, 1981 by Alvin Richard, et al, as Lessors to Bruce Dobie, as Lessee, recorded in Book 958, Entry No. 811176 of the Records of Vermilion Parish, Louisiana;
13. Oil, Gas and Mineral Lease dated May 18, 1981 by Hermina L. LeBlanc, et al, as Lessors to Bruce Dobie, as Lessee, recorded in Book 965, Entry No. 813251 of the Records of Vermilion Parish, Louisiana;
14. Oil, Gas and Mineral Lease dated May 18, 1981 by Jules F. LeBlanc, et al, as Lessors to Bruce Dobie, as Lessee, recorded in Book 963, Entry No. 812517 of the Records of Vermilion Parish, Louisiana;
15. Oil, Gas and Mineral Lease dated May 18, 1981 by Gary S. LeBlanc, as Lessor to Bruce Dobie, as Lessee, recorded in Book 965, Entry No. 813252 of the Records of Vermilion Parish, Louisiana;

16. Oil, Gas and Mineral Lease dated May 5, 1978 by J. Lewis Broussard, et al, as Lessors to Hargrove Oil Company, as Lessee, recorded in Book 873, Entry No. 249940 of the Records of Vermilion Parish, Louisiana;
17. Oil, Gas and Mineral Lease dated May 18, 1978 by Opta J. LeBlanc, et ux, as Lessors to Hargrove Oil Company, as Lessee, recorded in Book 873, Entry No. 249934 of the Records of Vermilion Parish, Louisiana;

INSOFAR only as said leases cover lands and/or water bottom areas lying within the area of the CAM 1 RE SU A created by the Louisiana Office of Conservation Order No. 902-A-6, dated August 4, 1982.

Mortgagor's interests in the above described leases have been acquired by Mortgagor pursuant to, and Mortgagor's interests therein are subject to the following Encumbrances:

- A. Assignment dated August 25, 1982 between Phillips Petroleum Company, et al, as Assignor, and The Stone Oil Corporation, et al, as Assignee, and recorded under Entry No. 8209260 of the Conveyance Records of Vermilion Parish, Louisiana;
- B. Assignment dated December 27, 1982 between McRae Exploration, Inc., as Assignor, and The Stone Oil Corporation, et al, as Assignee, and recorded under Entry No. 836495 of the Conveyance Records of Vermilion Parish, Louisiana;
- C. Assignment dated January 20, 1983 between Robert L. Zinn, as Assignor, and The Stone Oil Corporation, as Assignee, and recorded under Entry No. 8300489 of the Conveyance Records of Vermilion Parish, Louisiana;
- D. Assignment dated January 20, 1983 between Phillips Petroleum Company, et al, as Assignor, and The Stone Oil Corporation, as Assignee, and recorded under Entry No. 8300498 of the Conveyance Records of Vermilion Parish, Louisiana;
- E. Assignment dated August 14, 1984 between Phillips Petroleum Company, et al, as Assignor, and Moore McCormack Oil & Gas Corporation, et al, as Assignee, and recorded under Entry No. 8507261 of the Conveyance Records of Vermilion Parish, Louisiana;
- F. Assignment dated November 30, 1984 between Paragon 80-2 Exploration Venture, as Assignor, and Moore McCormack Energy, Inc., as Assignee, and recorded under Entry No. 8504944 of the Conveyance Records of Vermilion Parish, Louisiana;
- G. Assignment dated November 30, 1984 between Paragon 80-1 Exploration Venture, as Assignor, and Moore McCormack Energy, Inc., as Assignee, and recorded under Entry No. 8504943 of the Conveyance Records of Vermilion Parish, Louisiana;

- H. Assignment dated July 1, 1984 between Paragon 80-1 Exploration, as Assignor, and Moore McCormack Energy, Inc., as Assignee, and recorded under Entry No. 8511954 of the Conveyance Records of Vermilion Parish, Louisiana;

Mortgagor warrants and represents that Mortgagor's above specified undivided interests in the above described leases numbered 1 through 17, after giving full effect to all terms and provisions of the above specified Encumbrances will afford Mortgagor not less than .070561 of all oil, gas and other minerals produced, saved and sold from the CAM 1 RE SU A - Greene 2 unit created by Louisiana Office of Conservation Order No. 902-A-6.

CAM 1 SAND RE SUA - Richard 1

Mortgagor's undivided 10.752667% interest in and to the following described oil, gas and mineral leases:

1. Oil, Gas and Mineral Lease dated February 20, 1981 from B. J. Bernard, Jr. et al, Lessor, to Lewis B. Bernard, Inc., Lessee, recorded in Book 958, Folio 988 of the Conveyance Records of Vermilion Parish, Louisiana;
2. Oil, Gas and Mineral Lease dated February 18, 1981 from Lola Bernard, Lessor, to Lewis B. Bernard, Lessee, recorded in Book 958, Folio 996 of the Conveyance Records of Vermilion Parish, Louisiana;
3. Oil, Gas and Mineral Lease dated March 4, 1981 from Elaine L. Romero, Lessor, to Edwin L. Cox and Berry R. Cox, Lessee, recorded in Book 963, Folio 607 of the Conveyance Records of Vermilion Parish, Louisiana;
4. Oil, Gas and Mineral Lease dated March 4, 1981 from Robert G. Romero, Lessor, to Edwin L. Cox and Berry R. Cox, Lessee, recorded in Book 964, Folio 150 of the Conveyance Records of Vermilion Parish, Louisiana;
5. Oil, Gas and Mineral Lease dated March 4, 1981 from Alton J. Romero, Jr., Lessor, to Edwin L. Cox and Berry R. Cox, Lessee, recorded in Book 963, Folio 778 of the Conveyance Records of Vermilion Parish, Louisiana;
6. Oil, Gas and Mineral Lease dated March 4, 1981 from Roy LeBlanc, Lessor, to Edwin L. Cox and Berry R. Cox, Lessee, recorded in Book 963, Folio 774 of the Conveyance Records of Vermilion Parish, Louisiana.

Mortgagor's undivided 9.67740% interest in and to the following described oil, gas and mineral leases:

7. Oil, Gas and Mineral Lease dated February 10, 1973 from Edier Lares, Lessor, to Dow Chemical Company, Lessee, recorded in Book 745, under Entry No. 214629 of the Conveyance Records of Vermilion Parish, Louisiana;

8. Oil, Gas and Mineral Lease dated February 10, 1973 from Alphonsine Bares, Lessor, to Dow Chemical Company, Lessee, recorded in Book 745, under Entry No. 214522 of the Conveyance Records of Vermilion Parish, Louisiana;
9. Oil, Gas and Mineral Lease dated January 16, 1978 from Alphonsine Bares, Lessor, to Phillips Petroleum Company, Lessee, recorded in Book 862, under Entry No. 246891 of the Conveyance Records of Vermilion Parish, Louisiana;
10. Oil, Gas and Mineral Lease dated June 4, 1980 from Consolidated Gravity Drainage District, Lessor, to Phillips Petroleum Company, Lessee, recorded in Book 934, under Entry No. 80-700 of the Conveyance Records of Vermilion Parish, Louisiana;
11. Oil, Gas and Mineral Lease dated February 9, 1977 from Stella C. Greene, Lessor, to Vincent Sonnier, Lessee, recorded in Book 843, under Entry No. 241925 of the Conveyance Records of Vermilion Parish, Louisiana;
12. Oil, Gas and Mineral Lease dated February 9, 1977 from Stella C. Greene, Lessor, to Vincent Sonnier, Lessee, recorded in Book 843, under Entry No. 241926 of the Conveyance Records of Vermilion Parish, Louisiana.

Mortgagor's undivided 16.129% interest in and to the following described oil, gas and mineral lease:

13. Oil, Gas and Mineral Lease dated May 17, 1982 from Harold L. Savoie, Lessor, to The Stone Petroleum Corporation, Lessee, recorded under Entry No. 8203956 of the Conveyance Records of Vermilion Parish, Louisiana.

Mortgagor's undivided 10.48385% interest in and to the following described oil, gas and mineral leases:

14. Oil, Gas and Mineral Lease dated March 6, 1981 from Hilda LeBlanc Bernard, Lessor, to Robert E. Peterman, Lessee, recorded in Book 960, Folio 268 of the Conveyance Records of Vermilion Parish, Louisiana;
15. Oil, Gas and Mineral Lease dated March 19, 1981 from Joseph M. Romero, Lessor, to Robert E. Peterman, Lessee, recorded in Book 960, Folio 453 of the Conveyance Records of Vermilion Parish, Louisiana;
16. Oil, Gas and Mineral Lease dated March 12, 1981 from Edier Bares, Lessor, to Robert E. Peterman, Lessee, recorded in Book 960, Folio 272 of the Conveyance Records of Vermilion Parish, Louisiana.

Mortgagor's undivided 11.592719% interest in and to the following described oil, gas and mineral lease:

17. Oil, Gas and Mineral Lease dated March 16, 1981 from John Alvin Richard, Lessor, to Bruce Dobie, Lessee, recorded in Book 958, under Entry No. 811176 of the Conveyance Records of Vermilion Parish, Louisiana.

Mortgagor's interests in the above described leases numbered 1 through 17 have been acquired by Mortgagor pursuant to, and Mortgagor's interests therein are subject to the following Encumbrances:

- A. Assignment dated October 20, 1982 between The Stone Petroleum Corporation, as Assignor, and Moore McCormack Oil & Gas Corporation, as Assignee, and recorded under Entry No. 8408683 of the Conveyance Records, Vermilion Parish, Louisiana;
- B. Assignment dated August 14, 1984 between Phillips Petroleum Company, as Assignor, and Moore McCormack Oil & Gas Corporation, as Assignee, and recorded under Entry number 8507262 of the Conveyance Records, Vermilion Parish, Louisiana;
- C. Assignment dated June 28, 1985 between The Stone Petroleum Corporation, as Assignor, and Moore McCormack Energy, Inc., as Assignee, and recorded under Entry No. 8511306 of the Conveyance Records, Vermilion Parish, Louisiana;
- D. Assignment dated November 30, 1984 between Paragon 80-2 Exploration Venture, as Assignor, and Moore McCormack Energy, Inc., as Assignee, and recorded under Entry No. 8504944 of the Conveyance Records, Vermilion Parish, Louisiana;
- E. Assignment dated November 30, 1984 from Paragon 80-1 Exploration Venture, as Assignor, as Moore McCormack Energy, Inc., as Assignee, and recorded under Entry No. 8504943 of the Conveyance Records, Vermilion Parish, Louisiana;
- F. Assignment dated July 1, 1984 from Paragon 80-1 Exploration Venture, as Assignor, and Moore McCormack Energy, Inc., as Assignee, and recorded under Entry No. 8511954 of the Conveyance Records, Vermilion Parish, Louisiana;
- G. Farmout Agreement from Phillips Petroleum Company, et al, to Robert L. Zinn dated August 25, 1980, and all amendments thereto;
- H. Farmout Letter Agreement from McRae Exploration, Inc. to Robert L. Zinn dated September 11, 1980 and all amendments thereto;
- I. Letter Agreement from Robert L. Zinn to The Stone Oil Corporation and X-Oil Energy Resources, Inc., dated October 21, 1980, and all amendments thereto;
- J. Operating Agreement between The Stone Oil Corporation and X-Oil Resources, Inc., dated November 5, 1980;
- K. Well Participation Contract between The Stone Oil Corporation and Moore McCormack Oil & Gas Corporation dated November 5, 1980;
- L. Farmout Letter Agreement between The Stone Petroleum Corporation and Edwin L. Cox and The Superior Oil Company dated November 15, 1982 as amended by letter dated December 16, 1982, January 21, 1983 and December 29, 1983;

- M. Letter Agreement from Harry H. Cullen to The Stone Petroleum Corporation dated June 13, 1983;
- N. Assignment dated June 28, 1985 from The Stone Petroleum Company to Moore McCormack Energy, Inc., recorded under Entry #8511306.

Mortgagor warrants and represents that Mortgagor's above specified undivided interests in the above described leases numbered 1 through 17, after giving full effect to all terms and provisions of the above specified Encumbrances will afford Mortgagor not less than .0778192 of all oil, gas and other minerals produced, saved and sold from the CAM 1 SAND RF SUA - Richard 1 unit created by Order of the Louisiana Office of Conservation No. 902-A-7.

CAM 1 RG SUA - LeBlanc 1

Mortgagor's undivided 8.984375% interest in and to the following described oil, gas and mineral leases:

1. Oil, Gas and Mineral Lease dated May 16, 1981 from John A. Richard, et ux, Lessor, to Bruce Dobie, Lessee, recorded in Book 958, Folio 85 of the Conveyance Records of Vermilion Parish, Louisiana;
2. Oil, Gas and Mineral Lease dated May 18, 1981 from Hermina L. LeBlanc, et al, Lessor, to Bruce Dobie, Lessee, recorded in Book 965, Folio 649 of the Conveyance Records of Vermilion Parish, Louisiana;
3. Oil, Gas and Mineral Lease dated May 18, 1981 from Jules F. LeBlanc, et al, Lessor, to Bruce Dobie, Lessee, recorded in Book 963, Folio 213 of the Conveyance Records of Vermilion Parish, Louisiana;
4. Oil, Gas and Mineral Lease dated May 18, 1981 from Gary S. LeBlanc, Lessor, to Bruce Dobie, Lessee, recorded in Book 965, Folio 655 of the Conveyance Records of Vermilion Parish, Louisiana;
5. Oil, Gas and Mineral Lease dated May 30, 1978 from J. Lewis Broussard, et al, Lessor, to McRae Exploration, Inc., Lessee, recorded in Book 873, Folio 721 of the Conveyance Records of Vermilion Parish, Louisiana;
6. Oil, Gas and Mineral Lease dated May 19, 1978 from Leo LeBlanc, et ux, Lessor, to Hargrove Oil Company, Lessee, recorded in Book 873, Folio 695 of the Conveyance Records of Vermilion Parish, Louisiana;
7. Oil, Gas and Mineral Lease dated May 18, 1978 from Opta J. LeBlanc, et ux, Lessor, to Hargrove Oil Company, Lessee, recorded in Book 873, Folio 691 of the Conveyance Records of Vermilion Parish, Louisiana;
8. Oil, Gas and Mineral Lease dated November 14, 1983 from Abel I. LeBlanc, et al, Lessor, to The Stone Petroleum Corporation, Lessee, recorded Entry No. 84-00214 of the Conveyance Records of Vermilion Parish, Louisiana;

9. Oil, Gas and Mineral Lease dated October 9, 1981 from Dudley L. LeBlanc, Lessor, to Bruce Bodie, Lessee, recorded in Book 958, Folio 93 of the Conveyance Records of Vermilion Parish, Louisiana;
10. Oil, Gas and Mineral Lease dated January 6, 1984 from Ursele E. LeBlanc, Lessor, to The Stone Petroleum Corporation, Lessee, recorded under Entry No. 84-01129 of the Conveyance Records of Vermilion Parish, Louisiana.

Mortgagor's interests in the above described leases have been acquired by Mortgagor pursuant to, and Mortgagor's interests therein are subject to the following Encumbrances:

- A. Assignment dated October 20, 1982 between The Stone Petroleum Corporation, as Assignor, and Moore McCormack Oil & Gas Corporation, as Assignee, and recorded under Entry No. 8408683 of the Conveyance Records of Vermilion Parish, Louisiana;
- B. Assignment dated November 30, 1984 between Paragon 80-2 Exploration Venture, as Assignor, and Moore McCormack Energy, Inc., as Assignee, and recorded under Entry No. 8504944 of the Conveyance Records, Vermilion Parish, Louisiana;
- C. Assignment dated November 30, 1984 from Paragon 80-1 Exploration Venture, as Assignor, and Moore McCormack Energy, Inc., as Assignee, and recorded under Entry No. 8504943 of the Conveyance Records, Vermilion Parish, Louisiana;
- D. Assignment dated July 1, 1984 from Paragon 80-1 Exploration Venture, as Assignor, and Moore McCormack Energy, Inc., as Assignee, and recorded under Entry No. 8511954 of the Conveyance Records, Vermilion Parish, Louisiana;
- E. Farmout Letter Agreement from McRae Exploration, Inc. to Robert L. Zinn dated September 11, 1980 and all amendments thereto;
- F. Letter Agreement from Robert L. Zinn to The Stone Oil Corporation and X-Oil Energy Resources, Inc., dated October 21, 1980, and all amendments thereto;
- G. Operating Agreement between The Stone Oil Corporation and X-Oil Resources, Inc., dated November 5, 1980;
- H. Well Participation Contract between The Stone Oil Corporation and Moore McCormack & Gas Corporation dated November 5, 1980.

Mortgagor warrants and represents that Mortgagor's above specified undivided interests in the above described leases numbered 1 through 10, after giving full effect to all terms and provisions of the above specified Encumbrances will afford Mortgagor not less than .06848043 of all oil, gas and other minerals produced, saved and sold from the CAM 1 RG SUA - LeBlanc 1 unit created by Order of the Louisiana Office of Conservation No. 903-A-7 and will require that Mortgagor bear not more than .125 of all costs of operating such unit.

PURCHASER: Tennessee Gas Pipeline

REMITTER: Stone Petroleum Corp.



Con
Cruz
038
016

ACT OF SECOND SUPPLEMENT OF COLLATERAL CHATTEL MORTGAGE AND COLLATERAL MORTGAGE, PLEDGE AND ASSIGNMENT

STATE OF NEW YORK
COUNTY OF NEW YORK

FOR RECORD
NOV 15 1982
8:30 A.M.
CLERK OF COUNTY
PARISH OF JEFFERSON

51374

BE IT KNOWN, that on this 15 day of November, 1982, before me, the undersigned Notary Public, duly commissioned and qualified in and for the County and State aforesaid, therein residing and in the presence of the witnesses whose names are hereunto subscribed:

PERSONALLY CAME AND APPEARED:

MOORE McCORMACK OIL & GAS CORPORATION, a Delaware corporation (hereinafter called "Mortgagor") appearing herein through L.W. EHRHARDT, its duly authorized TREASURER, acting pursuant to resolutions of the Board of Directors of said corporation, a certified copy of which is attached hereto and made a part hereof for all purposes,

and

BANK OF MONTREAL, New York Branch, successor to Bank of Montreal, New York Agency (hereinafter called "Mortgagee") whose address is 2 Wall Street, New York, New York 10003, herein represented by _____, it duly authorized _____,

which said Mortgagor and Mortgagee through their respective representatives did acknowledge and declare that Mortgagor has executed and delivered in pledge unto Mortgagee, Mortgagor's one certain promissory note dated May 21, 1979, payable on demand to Bearer in the principal sum of \$60,000,000.00 together with interest thereon as therein provided (hereinafter called the "Note") and that said Mortgagor as security for the indebtedness evidenced by the Note and other indebtedness of Mortgagor to Mortgagee did execute and deliver an Act of Collateral Chattel Mortgage and Collateral Mortgage, Pledge and Assignment (hereinafter called the "Mortgage") passed before Vito A. Gentile, Jr., Notary Public, on May 21, 1979 which said Mortgage was duly recorded in the following records of the following Parishes:

Parish	Records	Book	Page/ Folio	Entry #
Acadia	Mortgage	327	814	458299
Acadia	Conveyance	C-37	977	458299
Acadia	Chattel	118	309A	458299
Allen	Mortgage	134	-0-	277233
Allen	Conveyance	228	-0-	277233
Allen	Chattel	-0-	-0-	277233
Beauregard	Mortgage	194	-0-	279858
Beauregard	Conveyance	369	-0-	278858
Beauregard	Chattel	Book M	-0-	278858
Calcasieu	Mortgage	1002	478	1565067

C. O. P.

M. D. B.

Calcasieu	Conveyance	1506	622	1565067
Calcasieu	Chattel	-0-	-0-	1565067
Cameron	Mortgage	85	-0-	159913
Cameron	Conveyance	414	-0-	159913
Cameron	Chattel	11	-0-	159913
E.Baton Rouge	Mortgage	3075	416	(Original 320 of Bundle 9326)
E.Baton Rouge	Conveyance	2729	506	-0-
E.Baton Rouge	Chattel	-0-	-0-	725881
St. Landry	Mortgage	523	688	634069
St. Landry	Conveyance	G-22	861	634069
St. Landry	Chattel	17	-0-	634069
St. Martin	Mortgage	266	156	95043
St. Martin	Conveyance	795	489	188922
St. Martin	Chattel	-0-	-0-	79-2942
Vermilion	Mortgage	412	149	306699
Vermilion	Conveyance	901	918	257527
Vermilion	Chattel	46	618	306699;

and Mortgagor and Mortgagee have heretofore supplemented the Mortgage by the execution and delivery of an Act Supplementing Collateral Chattel Mortgage and Collateral Mortgage, Pledge and Assignment (hereinafter called the "First Supplement") passed before John Decoufle, Notary Public, on August 7, 1980, which First Supplement was duly recorded in the following records of the following Parishes:

<u>Parish</u>	<u>Records</u>	<u>Book</u>	<u>Page/ Folio</u>	<u>Entry #</u>
Acadia	Mortgage	339	666	-0-
Acadia	Chattel	139	550B	-0-
Allen	Mortgage	130	-0-	285,506
Allen	Conveyance	235	-0-	-0-
Beauregard	Mortgage	193	-0-	289179
Beauregard	Conveyance	386	-0-	-0-
Beauregard	Chattel	Corp M-1	-0-	289179
Calcasieu		-0-	-0-	162,3858
Cameron	Mortgage	91	-0-	-0-
Cameron	Conveyance	447	-0-	166155
Cameron	Chattel	11	-0-	-0-
E.Baton Rouge	Mortgage	3183	723	-0-
E.Baton Rouge	Conveyance	2816	629	-0-
E.Baton Rouge	Chattel	-0-	-0-	725881
Iberia	Mortgage	A-407	-0-	80-6492
Iberia	Conveyance	739	-0-	-0-
Iberia	Chattel	-0-	-0-	80-6235
St. Landry	Special Mtg.	-0-	-0-	646318
St. Martin	Mortgage	289	594	98933
St. Martin	Conveyance	F21	567	194853
St. Martin	Chattel	-0-	-0-	80-3824
Vermilion	Mortgage	424	576	80-1577
Vermilion	Conveyance	941	442	80-1211
Vermilion	Chattel	49	-0-	80-1577

Mortgagor did further declare that for valuable and adequate consideration the receipt and sufficiency of which is hereby acknowledged and as additional security for the Note and any other indebtedness of Mortgagor to Mortgagee, that Mortgagor desires to render subject to the Mortgage certain additional interests and properties which are described as follows, to-wit:

(a)

JEFFERSON, LAFOURCHE AND PLAQUEMINES
PARISHES, LOUISIANA

West Delta, South Addition

I. Mortgagor's undivided 12.5% of all rights to explore, drill and operate for, produce and market, oil, gas and related hydrocarbons under and by virtue of the terms and provisions of the following leases, to-wit:

1. Lease dated July 1, 1967, bearing Lease Number OCS-G-1597 by the United States of America, as Lessor to Chevron USA, Inc., as Lessee covering the following:

All of Block 137 West Delta, South Addition
Official Leasing Map, Louisiana Map No. 8A, and

2. Lease dated July 1, 1967, bearing Lease Number OCS-G-1598 by the United States of America, as Lessor to Tenneco Oil Company, as Lessee covering the following:

All of Block 138 West Delta, South Addition
Official Leasing Map, Louisiana Map No. 8A,

LESS AND EXCEPT, however,

(a) the South 5,000 feet of said Blocks 137 and 138, and

(b) as to each of the wells known, respectively, as:

West Delta #137-A-2
West Delta #138-A-1
West Delta #138-A-4
West Delta #138-A-5
West Delta #138-A-6

the area of a circle having a radius of 800 feet in the horizontal plane, centered upon the bore of each such well and intersecting the bore of each such well at the shallowest production casing perforation penetrating the stratigraphic zone from which such well is capable of production, each such area covering all depths, together with all extensions and renewals of said leases insofar as the same cover the above specified areas.

Mortgagor's said undivided 12.5% of such rights in said leases are subject to the following Encumbrances:

- A. Assignment dated May 23, 1979, by Chevron U.S.A., Inc., to Koch Industries, Inc., et al, covering Oil and Gas Lease No. OCS-G-1597, issued by the United States of America covering West Delta Block 137;
- B. Assignment dated August 1, 1977, by Tenneco Oil Company to Koch Industries, Inc., et al, covering

Oil and Gas Lease No. OCS-G-1598, issued by the United States of America covering West Block 138;

- C. Assignment dated January 1, 1981, by [redacted] tries, Inc., to Zapata Exploration Company, [redacted] certain Operating Rights in Oil and Gas Lease OCS-G-1597 and OCS-G-1598;
- D. Joint Operating Agreement dated June 28, 1976, between Anadarko Production Company and Koch Industries, Inc., et al, including all amendments or modifications thereof;
- E. Agreement dated August 1, 1980, between Zapata Exploration Company and Koch Exploration Company; and
- F. Agreement dated June 13, 1980, between Zapata Exploration Company and Moore McCormack Oil & Gas Corporation, including all amendments or modifications thereof.

II. All of Mortgagor's rights and interests as provided for according to the terms of that certain Agreement dated April 20, 1982, by Zapata Exploration Company and Mortgagor, a copy of which has been filed in the records of the Bureau of Land Management, Outer Continental Shelf Office, New Orleans, Louisiana in each of the lease files maintained by that office for each of the two above described leases.

Mortgagor expressly warrants and represents that Mortgagor's above specified undivided rights with respect to said leases and after giving full effect to all Encumbrances, will, among other rights in other wells and/or units, if any, afford Mortgagor not less than the following net interests in production from the following specified wells:

<u>Well Name</u>	<u>Net Interest In Production</u>
West Delta #138-A-3	.09375
West Delta #138-A-8	.09375

Mortgagor's above specified undivided rights have been acquired by Mortgagor in accordance with the terms of that certain Assignment of Operating Rights dated April 15, 1982, by Zapata Exploration Company, as Assignor to Mortgagor, as Assignee, counterparts of which are recorded in COB 544, Folio 709 of the Conveyance Records of Plaquemines Parish, Louisiana and in Book 775, Folio 696, under Entry #563120 of the Records of Lafourche Parish, Louisiana.

JEFFERSON DAVIS PARISH, LOUISIANA

Andrus Cove Area

III. Mortgagor's undivided 6.25% interest in and to the following described oil and gas and/or oil, gas and mineral leases, to-wit:

1. Lease dated July 11, 1977 by Gladys Burchenal, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 83 covering the lands therein described.

2. Lease dated July 19, 1977 by Pauline G. McLean, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 95 covering the lands therein described.

3. Lease dated July 19, 1977 by Oneita C. Marceaux, et vir, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 101 covering the lands therein described.

4. Lease dated July 19, 1977 by Edward Sonnier, et ux, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 105 covering the lands therein described.

5. Lease dated September 30, 1977 by Gladys G. Choates, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 109 covering the lands therein described.

6. Lease dated September 30, 1977 by Lester Guidry, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 689 covering the lands therein described.

7. Lease dated September 30, 1977 by Albert Guidry, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 711 covering the lands therein described.

8. Lease dated September 30, 1977 by Howard P. Guidry, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 717 covering the lands therein described.

9. Lease dated September 30, 1977 by Olite G. Boullion, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 723 covering the lands therein described.

10. Lease dated September 30, 1977 by Lee Guidry, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 440, Page 648 covering the lands therein described.

11. Lease dated November 25, 1977 by Guinn Brothers Corp., as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 445, Page 739 covering the lands therein described.

12. Lease dated July 27, 1977 by Lucille B. Patterson, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 792 covering the lands therein described.

13. Lease dated July 27, 1977 by Beatrice L. Freyou, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 796 covering the lands therein described.

14. Lease dated July 27, 1977 by William W. Andrus, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 830 covering the lands therein described.

15. Lease dated July 27, 1977 by Edward L. Andrus, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 804 covering the lands therein described.

16. Lease dated July 27, 1977 by Isaac K. Andrus, et ux, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 808 covering the lands therein described.

17. Lease dated July 27, 1977 by Wallace J. Andrus, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 812 covering the lands therein described.

18. Lease dated July 27, 1977 by Hazel Andrus Brown, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 816 covering the lands therein described.

19. Lease dated July 27, 1977 by Josephine A. Lowe, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 820 covering the lands therein described.

20. Lease dated July 27, 1977 by Rita M. A. Lowery, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 824 covering the lands therein described.

21. Lease dated July 27, 1977 by Rosa B. May, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 834 covering the lands therein described.

22. Lease dated July 27, 1977 by Rosa B. May, et vir, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 838 covering the lands therein described.

23. Lease dated July 27, 1977 by Rita M. Lowery, as Agent for S. G. Andrus, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 842 covering the lands therein described.

24. Lease dated July 27, 1977 by Ronald Briggs, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 440, Page 659 covering the lands therein described.

25. Lease dated July 27, 1977 by William W. Andrus, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 856 covering the lands therein described.

26. Lease dated August 23, 1977 by Beatrice L. Freyov, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 860 covering the lands therein described.

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dated August 23, 1977 by Leona M. L. as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 882 covering the lands therein described.

28. Lease dated April 27, 1980 by Leona Mae Legros Roy, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 482, Page 4 covering the lands therein described.

29. Lease dated September 15, 1977 by Edward F. Simon, et ux, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 269 covering the lands therein described.

30. Lease dated September 19, 1977 by Juliet X. Lestage, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 273 covering the lands therein described.

31. Lease dated September 19, 1977 by Daniel B. Lestage, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 279 covering the lands therein described.

32. Lease dated September 12, 1977 by Hubert F. Meisner, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 285 covering the lands therein described.

33. Lease dated September 15, 1977 by Frederick F. Huber, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 289 covering the lands therein described.

34. Lease dated September 12, 1977 by Brenda K. H. Broussard, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 293 covering the lands therein described.

35. Lease dated September 12, 1977 by Carl F. Huber, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 298 covering the lands therein described.

36. Lease dated September 12, 1977 by Dorothy H. Dow, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 303 covering the lands therein described.

37. Lease dated September 12, 1977 by Emma R. Huber, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 316 covering the lands therein described.

38. Lease dated September 15, 1977 by Regina C. H. Maher, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 741 covering the lands therein described.

39. Lease dated September 14, 1978 by Guaranty Bank & Trust Co., as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 320 covering the lands therein described.

40. Lease dated September 22, 1977 by Maurice A. Morrison, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 435, Page 230 covering the lands therein described.

41. Lease dated September 19, 1977 by Ada M. Walker, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 440, Page 634 covering the lands therein described.

42. Lease dated September 16, 1977 by McLean Morrison, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 440, Page 630 covering the lands therein described.

43. Lease dated September 21, 1977 by Charles R. Jacobs, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 440, Page 626 covering the lands therein described.

44. Lease dated September 21, 1977 by Theodora J. Flade, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 440, Page 622 covering the lands therein described.

45. Lease dated September 21, 1977 by Brenda B. Hicks, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 440, Page 618 covering the lands therein described.

46. Lease dated September 21, 1977 by Douglas Brasher, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 440, Page 614 covering the lands therein described.

47. Lease dated September 19, 1977 by Milton D. Morrison, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 440, Page 610 covering the lands therein described.

48. Lease dated September 19, 1977 by Wild M. Mack, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 440, Page 598 covering the lands therein described.

49. Lease dated September 21, 1977 by Clyde Wilson Lee, III, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 445, Page 749 covering the lands therein described.

50. Lease dated September 19, 1977 by Melba Lee Vaughn, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 79 covering the lands therein described.

51. Lease dated August 22, 1977 by Dora Roy Martin, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 226 covering the lands therein described.

52. Lease dated August 29, 1977 by Fannie Harris, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 699 covering the lands therein described.

53. Lease dated September 30, 1977 by Jerry H. Adams, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 749 covering the lands therein described.

54. Lease dated September 30, 1977 by Nicholas Henry Adams as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 685 covering the lands therein described.

55. Lease dated September 30, 1977 by Ruth Adams O'Neal, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 440, Page 606 covering the lands therein described.

56. Lease dated September 30, 1977 by Florence U. Clarke, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 695 covering the lands therein described.

57. Lease dated September 30, 1977 by Herbert O. Unroe, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 439, Page 700 covering the lands therein described.

58. Lease dated October 25, 1977 by Lucy D. Martin, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 440, Page 677 covering the lands therein described.

59. Lease dated October 25, 1977 by Kenneth Martin, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 440, Page 683 covering the lands therein described.

60. Lease dated October 20, 1977 by Charles Landry, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 440, Page 668 covering the lands therein described.

61. Lease dated October 24, 1977 by Marguerite Houssiere Broussard, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 440, Page 692 covering the lands therein described.

62. Lease dated October 24, 1977 by Jo Vita Plaza, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 440, Page 698 covering the lands therein described.

63. Lease dated November 1, 1977 by Marie Van Geffen, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 446, Page 359 covering the lands therein described.

64. Lease dated October 26, 1977 by Marie C. Redd, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 446, Page 355 covering the lands therein described.

65. Lease dated August 24, 1977 by Lawrence Guidry, et ux, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 438, Page 680 covering the lands therein described.

66. Lease dated July 15, 1977 by Williams J. Landry, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 437, Page 23 covering the lands therein described.

67. Lease dated July 5, 1977 by Joanna Barker Guidry as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 441, Page 776 covering the lands therein described.

68. Lease dated July 5, 1977 by Toler Guidry, et ux, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 437, Page 2 covering the lands therein described.

69. Lease dated July 5, 1977 by Ross Guidry, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 436, Page 893 covering the lands therein described.

70. Lease dated July 5, 1977 by Ada B. B. Daniel et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 436, Page 885 covering the lands therein described.

71. Lease dated May 10, 1977 by Donald D. Honsley, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 434, Page 609 covering the lands therein described.

72. Lease dated April 27, 1980 by Willie M. A. Martin, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 482, Page 12 covering the lands therein described.

73. Lease dated April 27, 1980 by Estelle L. Davidson, et vir, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 479, Page 630 covering the lands therein described.

74. Lease dated May 4, 1980 by Kenneth W. Hibbts, et ux, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 482, Page 16 covering the lands therein described.

75. Lease dated April 29, 1980 by Betty J. L. sonnier, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 479, Page 634 covering the lands therein described.

76. Lease dated April 27, 1980 by O'Neil Legros, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 482, Page 28 covering the lands therein described.

77. Lease dated April 29, 1980 by Joseph P. Bouxie, et ux, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 481, Page 279 covering the lands therein described.

78. Lease dated April 30, 1980 by Wilfred L. Martin, et ux, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 480, Page 778 covering the lands therein described.

79. Lease dated April 30, 1980 by Benjamin Martin, et ux, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 480, Page 782 covering the lands therein described.

80. Lease dated April 30, 1980 by Robert D. Istre, et ux, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 479, Page 638 covering the lands therein described.

81. Lease dated April 25, 1980 by Beulah R. Martin, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 479, Page 646 covering the lands therein described.

82. Lease dated April 26, 1977 by Alice R. Primeaux, et vir, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 433, Page 582 covering the lands therein described.

83. Lease dated April 15, 1980 by Frank W. Legros, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 480, Page 790 covering the lands therein described.

84. Lease dated April 14, 1979 by Aida M. Landry, et vir, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 477, Page 542 covering the lands therein described.

85. Lease dated April 13, 1980 by Thelma C. Landry, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 479, Page 650 covering the lands therein described.

86. Lease dated April 12, 1980, by B. Charles Landry, et ux, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 479, Page 654 covering the lands therein described.

87. Lease dated April 30, 1980 by Winifred B. Latshaw, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 479, Page 658 covering the lands therein described.

88. Lease dated April 4, 1980 by Horace G. Black, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 482, Page 36 covering the lands therein described.

89. Lease dated April 30, 1980 by Effie G. Brown Est., as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 479, Page 662 covering the lands therein described.

90. Lease dated April 5, 1979 by Orelia M. Guidry, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 477, Page 554 covering the lands therein described.

91. Lease dated April 5, 1980 by Carlton L. Istre, et ux, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 479, Page 674 covering the lands therein described.

92. Lease dated April 5, 1980 by John W. Moring, et ux, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 479, Page 678 covering the lands therein described.

93. Lease dated April 2, 1979 by Eva M. Leger, et vir, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 477, Page 546 covering the lands therein described.

94. Lease dated April 5, 1980 by Kathleen L. Higgenbotham, et vir, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 479, Page 682 covering the lands therein described.

95. Lease dated June 15, 1978 by Ronald C. Shultz, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 451, Page 75 covering the lands therein described.

96. Lease dated June 15, 1978 by Ronald C. Shultz, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 451, Page 69 covering the lands therein described.

97. Lease dated June 8, 1978 by Richard D. Miller, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 452, Page 717 covering the lands therein described.

98. Lease dated July 17, 1978 by Brenis J. Kershaw, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 453, Page 10 covering the lands therein described.

99. Lease dated July 27, 1978 by Peggy LeJeune Fournier, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 452, Page 781 covering the lands therein described.

100. Lease dated July 27, 1978 by Estell LeJeune Davidson, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 452, Page 785 covering the lands therein described.

101. Lease dated July 27, 1978 by Ellen Lorraine Overman, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 452, Page 789 covering the lands therein described.

102. Lease dated July 27, 1978 by Cecile LeJeune Broussard, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 453, Page 17 covering the lands therein described.

103. Lease dated July 27, 1978 by Wella DuPont Crader, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 452, Page 793 covering the lands therein described.

104. Lease dated July 27, 1978 by Donnie J. Coats, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 453, Page 23 covering the lands therein described.

105. Lease dated July 27, 1978 by Ruby Coots, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 452, Page 797 covering the lands therein described.

106. Lease dated July 27, 1978 by Mary LeJeune Hinojos, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 453, Page 2 covering the lands therein described.

107. Lease dated July 27, 1978 by Ovey W. LeJeune, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 453, Page 6 covering the lands therein described.

108. Lease dated July 27, 1978 by Robert Coots, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 453, Page 291 covering the lands therein described.

109. Lease dated July 27, 1978 by Jim DuPont, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 453, Page 299 covering the lands therein described.

110. Lease dated August 23, 1978 by Yvonne Istre Compton, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 453, Page 303 covering the lands therein described.

111. Lease dated August 23, 1978 by Marie L. Kotzel, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 453, Page 285 covering the lands therein described.

112. Lease dated August 23, 1978 by Eula Mae Martin, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 453, Page 279 covering the lands therein described.

113. Lease dated August 23, 1978 by David Duhon, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 453, Page 273 covering the lands therein described.

114. Lease dated August 23, 1978 by Juanita L. Taylor, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 453, Page 295 covering the lands therein described.

115. Lease dated August 23, 1978 by Walter W. LeGros, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 454, Page 334 covering the lands therein described.

116. Lease dated August 23, 1978 by Emma Lee Butson Sexton, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 454, Page 338 covering the lands therein described.

117. Lease dated August 23, 1978 by Albert Reggie LeGros, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 454, Page 342 covering the lands therein described.

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118. Lease dated August 23, 1978 by Clifton Oxford Istre, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 412, Page 483 covering the lands therein described.
119. Lease dated August 23, 1978 by Joseph Floyd LeGros, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 412, Page 482 covering the lands therein described.
120. Lease dated September 20, 1978 by Michon Lea Johnson, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 455, Page 34 covering the lands therein described.
121. Lease dated September 20, 1978 by Millicent M. Sherman, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 455, Page 398 covering the lands therein described.
122. Lease dated September 20, 1978 by Candace Jacobs Luster, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 456, Page 13 covering the lands therein described.
123. Lease dated August 23, 1978 by Gaynel Istre Satterfield, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 456, Page 6 covering the lands therein described.
124. Lease dated July 27, 1978 by Joyce D. Stanley, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 456, Page 9 covering the lands therein described.
125. Lease dated September 20, 1978 by Patricia Ann Comeaux, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 457, Page 552 covering the lands therein described.
126. Lease dated November 24, 1978 by Russie Moore DuPont, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 457, Page 556 covering the lands therein described.
127. Lease dated November 24, 1978 by R. C. McLean, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 457, Page 560 covering the lands therein described.
128. Lease dated November 27, 1978 by Walter Romero, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 457, Page 548 covering the lands therein described.
129. Lease dated November 24, 1978 by Shirley McLean Williams, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 457, Page 765 covering the lands therein described.
130. Lease dated December 19, 1978 by Eugene J. Kershaw, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 458, Page 458 covering the lands therein described.

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131. Lease dated July 27, 1978 by Sammy E. Kershaw, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 458, Page 611 covering the lands therein described.

132. Lease dated September 20, 1978 by Theodore Morrison, Jr., as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 459, Page 254 covering the lands therein described.

133. Lease dated November 20, 1979 by Sayus Martin, et ux, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 478, Page 348 under File No. 421319, covering the lands therein described.

134. Lease dated November 28, 1979 by Lawrence Conner, et ux, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 477, Page 586 under File No. 421049, covering the lands therein described.

135. Lease dated January 4, 1980 by John Richard LeGros, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 477, Page 538 under File No. 421036, covering the lands therein described.

136. Lease dated January 2, 1980 by Barbara Pittman, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 477, Page 540 under File No. 421037, covering the lands therein described.

137. Lease dated April 14, 1980 by Joseph V. Black, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 479, Page 669 under File No. 421683, covering the lands therein described.

138. Lease dated March 7, 1980 by Robert James Conner, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 479, Page 686 under File No. 421687, covering the lands therein described.

139. Lease dated March 6, 1980 by Hazel B. Allemand, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 479, Page 690 under File No. 421688, covering the lands therein described.

140. Lease dated April 14, 1980 by Warren E. Landry, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 479, Page 694 under File No. 421689 covering the lands therein described.

141. Lease dated April 29, 1980 by Susie LeJeune Istre, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 481, Page 275 under File No. 422209, covering the lands therein described.

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142. Lease dated March 4, 1980 by Clarence L. Courts, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 480, Page 786 under File No. 422070, covering the lands therein described.

143. Lease dated March 4, 1980 by Ronald C. Shultz, et al, as Lessor recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 480, Page 770 under File No. 422066, covering the lands therein described.

144. Lease dated December 18, 1980 by Walter Romero, as Lessor and The Stone Oil Corporation, as Lessee, recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 499, Page 149 under File No. 427636, covering the lands therein described.

145. Lease dated September 27, 1979 by the State Mineral Board of Louisiana (State Lease No. 8271) as Lessor and Charles deGravelles, as Lessee, recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 482, Page 116 under File No. 422441, covering the lands therein described.

146. Lease dated March 30, 1980, by Donald R. Martin, et ux, as Lessor and The Stone Oil Corporation, as Lessee recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 484, Page 200 under File No. 423060, covering the lands therein described.

147. Lease dated March 7, 1980 by Cecily S. Morgan, et al, as Lessor and The Stone Oil Corporation, as Lessee recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 484, Page 228 under File No. 423067, covering the lands therein described.

148. Lease dated April 2, 1980, by Ronald J. Quebodeaux, as Lessor and The Stone Oil Corporation, as Lessee recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 484, Page 224 under File No. 423066, covering the lands therein described.

149. Lease dated April 27, 1980, by Danny O. Legros, et ux, as Lessor and The Stone Oil Corporation, as Lessee recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 484, Page 236 under File No. 423069, covering the lands therein described.

150. Lease dated April 30, 1980 by Joseph E. Roy, et ux, as Lessor and recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 482, Page 32 covering the lands therein described.

151. Lease dated August 28, 1979, by Joseph Eugene Roy, as Lessor and recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 470, Page 202 covering the lands therein described.

152. Lease dated August 28, 1979, by Benjamin Martin, Jr., as Lessor and recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 470, Page 198 covering the lands therein described.

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153. Lease dated August 25, 1979, by Frank P. Barker, Sr., as Lessor and recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana in Book 470, Page 206 covering the lands therein described.

Mortgagor's undivided 6.25% interest in the above leases is subject to the following Encumbrances:

1. Louisiana Department of Conservation Order Number 893-B dated July 11, 1980, effective July 8, 1980, creating the Bol Mex #3 Sand Unit A.
2. Louisiana Department of Conservation Order Number 893-A dated April 16, 1980, effective May 1, 1980, creating the 13,100' SU Reservoir A Unit.

Mortgagor expressly warrants and represents that Mortgagor's said above described 6.25% interest in and to the above described leases will, after giving full effect to the Encumbrances, afford Mortgagor not less than the following net interests in production from the following wells and/or units, to-wit:

<u>Well and/or Unit Designation</u>	<u>Net Interest In Production</u>
Bol Mex #3 Sand Unit A	.04766092 Before Payout .04757856 After Payout
13,100' SU Reservoir A Unit	.04761795 Before Payout .04699764 After Payout

The terms "Before Payout" and "After Payout" as used above refer to a point in time at which production from the unit wells for each of the above units is sufficient to produce proceeds equal to the costs and expenses incurred in connection with the drilling and operation of said unit wells and the application of such concept is a result of unleased mineral interest in lands comprising portions of each of the above units as well as the contractual increase in land owner royalty provided for in one or more of the leases affecting lands included in said units.

Mortgagor's undivided 6.25% interests in and to the above described leases were acquired by Mortgagor pursuant to the terms of the following:

1. Act of Assignment dated March 21, 1979, by The Stone Oil Corporation, as Assignor to Moore McCormack Oil & Gas Corporation, as Assignee.
2. Act of Assignment dated May 13, 1980, by The Stone Oil Corporation, as Assignor to Moore McCormack Oil & Gas Corporation, as Assignee.
3. Assignment of Oil, Gas and Mineral Leases dated June 15, 1981, by The Stone Oil Corporation, as Assignor to Moore McCormack Oil & Gas Corporation, as Assignee.
4. Assignment of Oil, Gas and Mineral Leased dated December 15, 1981, by The Stone Oil Corporation, as Assignor to Moore McCormack Oil & Gas Corporation, as Assignee.

5. Assignment of Oil, Gas and Mineral Leased dated November 10, 1980, by The Stone Oil Corporation, as Assignor to Moore McCormack Oil & Gas Corporation, as Assignee.

(b) All rights, titles, interests and estates of Mortgagor in and to (i) the properties referred to in Subparagraph (a) above to the extent that the same are pooled and unitized with any other properties; (ii) all presently existing unitization, communitization and pooling agreements and the units created thereby (including without limitation all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental body or agency having jurisdiction) which are described or referred to in Subparagraph (a) above; (iii) all operating agreements, contracts and other agreements described or referred to in Subparagraph (a) above which relate to any of the properties described or referred to in said Subparagraph (a) above or to the production, sale, purchase, exchange or processing of oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate and any other liquid hydrocarbons (herein collectively called the "Hydrocarbons") or other minerals from or attributable to such properties; and (iv) the properties described in and covered by this Mortgage even though Mortgagor's interest in said properties be incorrectly described in, or a description of part or all of such interests be omitted from, this Mortgage.

(c) All appurtenances and properties in anywise appertaining, belonging, affixed or incidental to the properties, rights, titles, interests and estates described or referred in Subparagraphs (a) and (b) above, which are now owned or which may hereafter be acquired by Mortgagor (insofar, but only insofar, as such after acquired appurtenances and properties are attributable to or derived from the interests of Mortgagor now owned in the properties described or referred to in Subparagraph (a) above), including, without limitation, any and all property, corporeal or incorporeal, movable or immovable, situated upon, and used or held for use in connection with or dedicated to the operating, working or developing of, any of such properties (excluding drilling rigs, trucks, automotive equipment or other personal property taken to the premises for the purpose of drilling a well or other similar temporary uses) and including any and all petroleum and/or natural gas wells, buildings, structures, field separators and liquid extractors, plant compressors, pumps, pumping units, field gathering systems, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, and any and all other items incorporated into such property or improvements located therein or thereon in such manner that said items no longer remain movable property under the laws of the State of Louisiana, together with all surface leases, rights-of-way, easements and servitudes, and all additions, substitutions, replacements for accessions and attachments to any and all of the foregoing properties.

(d) Any property that may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien and privilege hereof by Mortgagor or by anyone acting on Mortgagor's behalf; and Mortgagee is hereby authorized to receive the same at any time as additional security hereunder.

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(e) All rights, titles and interests now owned or hereafter acquired by Mortgagor in and to all Hydrocarbons and other minerals in or under and that be extracted or produced from the properties described or referred to in Subparagraph (a) above and/or accruing or attributable to such properties (as any such after acquired rights, titles and interests are attributable to or derived from the interests of Mortgagor now owned in the properties described in Subparagraph (a) above), including oil in tanks after the Effective Date hereof; and all rents, issues, profits, proceeds, products, revenues and other income of the properties, rights and interests subjected or required to be subjected to the lien of this Mortgage.

(f) All of the rights, titles and interests of every nature whatsoever owned by the Mortgagee in and to such properties, rights, titles, interests and estates, and every part and parcel thereof described or referred to in Subparagraph (a) through (e) above, including without limitation, said properties, rights, titles, interests and estates as the same shall be enlarged by the discharge of any payment out of production or by the removal of any charges or encumbrances to which any of said properties, rights, titles, interests or estates are subject; and all contracts and agreements supplemental to amendatory of or in substitution for the contracts and agreements described or mentioned above.

Mortgagor did further declare that Mortgagor's interests in the leases and properties hereinabove described are, as of the Effective Date hereof, mortgaged, affected and hypothecated under the terms, provisions and conditions of the Mortgage, as supplemented by the First Supplement, in the same manner and to the same extent as though said above described interests and properties had been described in and covered by said Mortgage it being intended without limitation of any other provisions or conditions of the Mortgage that the same is, as to the interests and properties hereinabove described, given and affected in the same manner and to the same extent provided for in the Mortgage with the pact de non alienando, confession of judgment and waiver of appraisal and that in the event of a foreclosure the same shall be treated in the same manner as though said above described interests and properties had been described in the Mortgage, as supplemented by the First Supplement, and had comprised a portion of the Mortgaged Property (as described in the Mortgage) and the said Mortgagor does now formally declare that it does hereby mortgage, affect and hypothecate said interests and properties hereinabove described as additional security for payment of the Note which is paraphed for identification with said Mortgage and with the said First Supplement together with all interest, attorneys' fees, costs and other indebtedness of Mortgagor to Mortgagee.

And now into these presents personally came and appeared Thomas J. [unclear], [unclear] of Mortgagee, the present holder and owner of the Note which is paraphed for identification with said Mortgage and on behalf of any future holder or holders or owners of said Note hereby accepts this Act of Second Supplement of Collateral Chattel Mortgage and Collateral Mortgage, Pledge and Assignment, whereupon the above described Note was presented to me, Notary, by the aforesaid Mortgagee and I, Notary, have duly paraphed the same "Ne Varietur" for identification herewith and have returned the same to the Mortgagee which acknowledges the receipt thereof.

THUS DONE AND PASSED in my office in New York, New York, on the day, month and year first above written (the "Effective Date") in the presence of the undersigned competent witnesses who hereunto sign their names with the said Mortgagor, Mortgagee and me, Notary, after due reading of the whole.

WITNESSES TO ALL SIGNATURES:

MORTGAGOR:

MOORE MCCORMACK OIL & GAS CORPORATION

By L. W. Ehrhardt

Name: L. W. EHRHARDT

Title: Treasurer

[Signature]
Name: Dwight D. Jordan

[Signature]
Name: RUTH BORGES

ATTEST:

By [Signature]

Name: MICHAEL THOMPSON

Title: _____

MORTGAGEE:

BANK OF MONTREAL, New York Branch

By [Signature]

Name: [Signature]

Title: Vice President

[Signature]
Notary Public

JOHN DECOUPLE
Notary Public, State of New York
No. 43-4716173 Qual. in Richmond Co.
Certificate filed in New York County
Commission Expires March 30, 1954



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STATE OF LOUISIANA,
PARISH OF JEFFERSON

I, the undersigned Deputy Clerk of the 24th Judicial
District Court in and for the State and Parish aforesaid,
do hereby certify that This Document
is a true and correct copy of
registered in _____ COB _____ 1036
Parish of Jefferson, La., on _____ May 1886

Assignment of Mtg + Rhdgl
1887 Mtg Book
864-224

Adil R. Davis
DEPUTY CLERK