

UPDATE

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LAW OFFICES
POULSON, ODELL & PETERSON
SUIT 1310
1775 SHEPHERD STREET
DENVER, COLORADO 80208
TELEPHONE (303) 861-4400

OCS-G 0528
OCS-A 1891

ROBERT D. POULSON
WILLIAM G. ODELL
RA. OALL M. CASE
PETER A. BJORK
STEPHEN M. THOMPSON
CARLETON L. LABERG
LAURA LINDLEY
GREGORY R. DANIELSON
ROBERT A. SEAVY

TELEPHONE (303) 861-4400

C. T. PETERSON
ATTORNEY

A. T. SMITH
JAMES W. CAMPBELL
ALAN B. CAMERON
OF COUNSEL

NOVEMBER 12, 1992

CERTIFIED - RETURN RECEIPT REQUESTED

Minerals Management Service
1201 Elmwood
Harahan, Louisiana 70123

Attention: Mary Holmes

RECEIVED
NOV 16 1992

MINERALS MANAGEMENT SERVICE
LEASING & ENVIRONMENT

Dear Ms. Holmes:

Enclosed is a Financing Statement between Denver American Petroleum and First Interstate Bank of Denver, N.A. dated as of September 14, 1992 to be filed for record in the Minerals Management Service. Also enclosed is our check for \$75.00 (\$25.00 plus \$50.00 for two leases) to cover the filing fees.

If you have any questions regarding this recording, please contact the undersigned at 303-861-4400.

Very truly yours,

POULSON, ODELL & PETERSON

Sandra J. Novick
Sandra J. Novick
Secretary for Robert D. Poulson

Enclosures



FINANCING STATEMENT

MINNESOTA DEPARTMENT OF REVENUE
TAXATION & CUSTOMS DIVISION

1. Debtor Name and Address: DenverAmerican Petroleum, a Ltd. Liability Co. 410 Seventeenth Street Denver, Colorado 80202 *025-21891*

2. Secured Party Name and Address: First Interstate Bank of Denver, N.A. 633 Seventeenth Street Denver, Colorado 80270

3. This financing statement covers the following types (or items) of property of Debtor and is to be filed in the Uniform Commercial Code records:

(a) All of Debtor's interest in and to all (i) Operating Equipment, all Hydrocarbons extracted from or attributable to the Oil and Gas Property, all Production Sales Contracts and all accounts, contract rights and general intangibles now existing or hereafter arising in connection with the exploration for, production, processing, treatment, storage, transportation, manufacture or sale of Hydrocarbons from the Oil and Gas Property and (ii) personal property, movable and immovable, tangible or intangible, of whatsoever nature and kind, wherever located, including, without limitation, all accounts, contract rights, general intangibles, Hydrocarbons, equipment, inventory, goods and chattel paper, now owned or existing or hereafter acquired or arising in connection with the conduct by Debtor of any activity other than the exploration for, production, processing, treatment, storage, transportation, manufacture, or sale of Hydrocarbons from the Oil and Gas Property;

(b) All of Debtor's interest in and to the Oil and Gas Property; and

(c) All of the cash and non-cash proceeds and products of the property described in paragraphs (a) and (b) above now existing or hereafter arising, including, without limitation, whatever is received from the sale, exchange, collection or other disposition of said property and the insurance payable by reason of loss or damage to said property, and all additions thereto, substitutions and replacements thereof or accessions thereto.

4. Debtor has an interest of record in the real estate to which the above-described fixtures are affixed or to be affixed. The Secured Party is not a seller or purchase money lender of the collateral covered by this instrument.

5. As used herein, the following terms are defined as follows:

(a) "Hydrocarbons" means oil, gas and other liquid or gaseous hydrocarbons.

(b) "Oil and Gas Property" means, collectively, all of Debtor's interests in and to the land described in Exhibit "A" attached hereto and made a part hereof, together with all of Debtor's interests of any nature whatsoever incident or appurtenant thereto, including, but not limited to, all unsevered and unextracted Hydrocarbons in, under or attributable to said lands, oil and gas (or oil, gas and mineral) leases, subleases, farmin' agreements, farmout agreements, bottom hole agreements, royalties, overriding royalties, net revenue interests, net profit interests, production payments licenses, servitudes, orders, acreage contribution agreements, processing agreements, options and similar interests, and all rights-of-way, surface leases, and easements affecting the foregoing interests of Debtor or useful or appropriate in exploring and/or drilling for, producing, processing, treating, handling, storing, transporting or marketing Hydrocarbons therefrom or the disposal of water, Hydrocarbons or associated substances from said lands.

(c) "Operating Equipment" means, collectively, all Debtor's surface or subsurface machinery, equipment, facilities, supplies or other property of whatsoever kind or nature and any replacements thereof, substitutions therefor or accessions thereto (including leases of equipment) now or hereafter located in, on or under, affixed or attributable to or obtained or used in connection with any of the Oil and Gas Property and includes, without limiting the generality of the foregoing, goods which are or are to become fixtures on the Oil and Gas Property, oil wells, gas wells, water wells, injection wells, casing, tubing, rods, pumps, pumping units and engines, Christmas trees, derricks, separators, gun barrels, flow lines, tanks, gas systems (for gathering, treatment and compression), pipelines, gathering lines, chemicals, solutions, water systems (for treating, disposal and injection), power plants, boilers, poles, lines, transformers, starters and controllers, valves, meters, measuring devices, machine shops, tools, storage yards and equipment stored therein, buildings and camps, secondary and other recovery equipment, systems and processes, plans, drawings, specifications, surveys, engineering, geological and geophysical studies and reports, well logs, reports and related data, seismographic studies, reports and information, office and personnel books, files, records and correspondence, computer output and data files, maps, plats, abstracts of title, lease files, unit files, production marketing files,


title policies, title opinions, supplemental title opinions, title curative opinions, title files and title records, division orders and division order records, ownership maps, warranties and guarantees of manufacturers and others, telegraph, telephone and other communication systems, roads, loading docks, shipping facilities and building and construction materials.

(d) "Production Sales Contract" means a contract now in effect or hereafter entered into by Debtor or Debtor's predecessors in title for the sale, purchase, exchange or processing of Hydrocarbons extracted from or attributable to the Oil and Gas Property.

DEBTOR:

DENVERAMERICAN PETROLEUM,
A LTD. LIABILITY CO.

By


John L. Schmidt
General Manager

SECURED PARTY:

FIRST INTERSTATE BANK OF DENVER,
N.A.

By



Mark E. Thompson
Vice President

EXHIBIT "A"

This EXHIBIT "A" consists of twenty-five (25) pages and is attached to and made a part of that certain Mortgage, Deed of Trust, Assignment of Proceeds, Security Agreement and Financing Statement by and between DenverAmerican Petroleum, a Ltd. Liability Co., as Mortgagor, and First Interstate Bank of Denver, N.A., as Mortgagee, dated as of September 14, 1992.

Spider Field
Desoto Parish, Louisiana.

<u>Lease Description</u>	<u>BPO Working Interest Percentage</u>	<u>EPO Net Working Interest Percentage</u>	<u>APO Working Interest Percentage</u>	<u>APO Net Working Interest Percentage</u>
Lease 2N, R14W, Sec 36, 640 acres	2.8125000	1.250000	1.9687500	1.5750000
Lease 2N, R14W, Sec 31, 640 acres	2.3818380	1.908470	1.6672866	1.3338290
Lease* 2N, R14W, Sec 6, 640 acres	2.6953775	2.156333	1.8867920	1.5091331
Lease 2N, R14W, Sec 5, 640 acres	2.6755210	2.140416	1.6728647	1.4982912
Lease 2N, R14W, Sec 7, 640 acres	2.2895510	1.8316410	1.6026857	1.2821457

Lease A-1 currently in non-consent status.

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WELL

MILTON M. BAKER NO. 1 UNIT

UNIT

Milton M. Baker No. 1 Unit consisting of 640 acres in that certain MOSS RA SU J and being all of Section 36, Township 12 North, Range 15 West, as designated in the Louisiana Conservation Order No. 92-H-1, effective October 16, 1979, and recorded under Register No. 421022, DeSoto Parish, Louisiana.

OIL, GAS AND MINERAL LEASES

1. Oil and Gas Lease dated January 24, 1979, by and between Mae Lee Ellis, as Lessor and James N. Burgin, as Lessee, recorded in Conveyance Book 425, Page 581, Registry No. 412477, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-01.
2. Oil and Gas Lease dated January 29, 1979, by and between Ruth E. Sims, as Lessor and James N. Burgin, as Lessee, recorded under Registry No. 413367, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. 006-0051-02.
3. Oil and Gas Lease dated July 15, 1978, by and between Hattie Mae Santifer, as Lessor, and Maroski, Inc., as Lessee, recorded in Conveyance Book 415, Page 229, Registry No. 407151, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-08.
4. Oil, Gas and Mineral Lease dated August 10, 1978, by and between Artis Hogan, as Lessor, and Maroski, Inc., as Lessee, recorded in Conveyance Book 419, Page 298, Registry No. 409012, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-09.
5. Oil, Gas and Mineral lease dated June 27, 1978, by and between Ruby Hogan, et al, as Lessor, and Maroski, Inc., as Lessee, recorded in Conveyance Book 419, Page 430, Registry No. 409249, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-10.
6. Oil and Gas Lease dated October 30, 1975, by and between Amos Green, et ux, as Lessor and B & D Investments, as Lessee, recorded under Registry No. 382300, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. 006-0051-12.
7. Oil and Gas Lease dated November 3, 1975, by and between Marie Wiggins, as Lessor and B & D Investments, as Lessee, recorded under Registry No. 382218, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. 006-0051-13.
8. Oil and Gas Lease dated June 11, 1975, by and between Sudie Hogan McKinney, et al, as Lessor and B & D Investments, as Lessee, recorded under Registry No. 379482, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. 006-0051-15.

9. Oil, Gas and Mineral Lease dated June 9, 1978, by and between Juznita C. Parker, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 412, Page 337, Registry No. 406222, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0054-00. Does not cover any depth from the surface down to the subsurface depth of 3,200'.
10. Oil, Gas and Mineral Lease dated June 14, 1978, by and between Carlton Lumber Company, Inc., as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 74, Registry No. 407004, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0056-01. Does not cover any depth from the surface down to the subsurface depth of 3,200'.
11. Oil, Gas and Mineral Lease dated June 28, 1978, by and between Dovie Weeks Waddell, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 79, Registry No. 407005, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0056-02. Does not cover any depth from the surface down to the subsurface depth of 3,200'.
12. Oil, Gas and Mineral Lease dated May 30, 1975, by and between Paul D. Windham, as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 379478, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0057-00.
13. Oil, Gas and Mineral Lease dated June 10, 1975, by and between Solomon Ford, et al, as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 379770, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0058-01.
14. Oil, Gas and Mineral Lease dated June 10, 1975, by and between Riley Smith Ford, et al, as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 379471, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0058-02.
15. Oil, Gas and Mineral Lease dated June 10, 1975, by and between Lloyd C. Sims, Jr., as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 379472, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0058-03.
16. Oil, Gas and Mineral Lease dated June 11, 1975, by and between R. J. Loftus and Elizabeth Sims Loftus, husband and wife, as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 379474, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0058-04.
17. Oil and Gas Lease dated April 4, 1978, by and between Iva Nell B. Milburn, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 84, Registry No. 406999, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0059-00. Does not cover any depth from the surface down to the subsurface depth of 3,200'.
18. Oil, Gas and Mineral Lease dated June 10, 1975, by and between Norma Lee Hogan, as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 379476, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0060-01.
19. Oil, Gas and Mineral Lease dated June 14, 1978, by and between Rick Hogan, as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 379478, Conveyance

Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0060-02.

20. Oil, Gas and Mineral Lease dated June 20, 1975, by and between Mrs. Ollie Mosley, et al, as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 382410, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0061-00.
21. Oil, Gas and Mineral Lease dated May 28, 1975, by and between Thomas Fred Wall, et al, as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 379774, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0062-00.
22. Oil and Gas Lease dated June 5, 1975, by and between James H. Taylor, et al, as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 379477, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0063-00.
23. Oil, Gas and Mineral Lease dated June 9, 1978, by and between Gordon B. Christian and Mamie D. Christian, husband and wife, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 96, Registry No. 407009, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0064-00. Does not cover any depth from surface down to the subsurface depth of 3,200'.
24. Oil, Gas and Mineral Lease dated June 22, 1978, by and between Mrs. Delta S. Baker, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 87, Registry No. 407007, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0065-00. Does not cover any depth from the surface down to the subsurface depth of 3,200'.
25. Oil, Gas and Mineral Lease dated May 13, 1980, by and between Joe Atkins, as Lessor, and Transco Exploration Company, as Lessee, recorded under Registry No. 426867, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0081-00. Does not cover any depth from surface down to the subsurface depth of 3,200'.
26. Oil, Gas and Mineral Lease dated July 17, 1982, by and between Paul D. Preston, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 505, Page 601, Registry No. 448823, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0082-00.
27. Oil and Gas Lease dated April 14, 1978, by and between Milton M. Baker, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 412, Page 364, Registry No. 405218, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0085-00. Does not cover any depth from the surface down to the subsurface depth of 3,200'.
28. Oil, Gas and Mineral Lease dated February 20, 1982, by and between Joe Atkins, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 505, Page 607, Registry No. 448823, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0083-00. Does not cover any depth from the surface down to the subsurface depth of 3,200'.

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WELL

McCOY NO. 1 UNIT

McCoy No. 1 Unit consisting of 640 acres in that certain HOSS RA SU E and being all of Section 7, Township 11 North, Range 14 West, more particularly described in Louisiana Conservation Order No. 92-H-1, effective October 15, 1979, under Registry No. 421022, DeSoto Parish, Louisiana.

OIL AND GAS LEASES

1. Oil and Gas Lease dated April 14, 1978, by and between Milton M. Baker, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 412, Page 349, Registry No. 406225, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0031-00. Lease excludes depths from Surface to 3,200'.
2. Oil and Gas Lease dated April 14, 1978, by and between Rebecca Carol Baker Prudhomme, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 412, Page 329, Registry No. 406220, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0032-00. Lease excludes depths from Surface to 3,200'.
3. Oil and Gas Lease dated April 14, 1978, by and between Stephen Stribling Baker, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 412, Page 331, Registry No. 406221, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0033-00. Lease excludes depths from Surface to 3,200'.
4. Oil and Gas Lease dated April 14, 1978, by and between Robert Peyton Baker, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 50, Registry No. 406998, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0034-00. Lease excludes depths from Surface to 3,200'.
5. Oil and Gas Lease dated April 14, 1978, by and between Iva Nell Hilburn Tanquis, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 54, Registry No. 406999, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0035-00. Lease excludes depths from Surface to 3,200'.
6. Oil and Gas Lease dated April 14, 1978, by and between Jere Dale Hilburn, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 58, Registry No. 407000, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0036-00. Lease excludes depths from Surface to 3,200'.
7. Oil and Gas Lease dated April 14, 1978, by and between Milton M. Baker, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 51, Registry No. 407006, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0037-00. Lease excludes depths from Surface to 3,200'.
8. Oil and Gas Lease dated January 9, 1980, by and between D. Carlton McCoy, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 432, Page 817, Registry No. 423074, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0075-00.

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WELL

W. B. HEWITT ESTATE NO. 1 UNIT

UNIT

W. B. Hewitt Estate No. 1 Unit consisting of 640 acres in that certain HOSS RA SAND Unit C and being all of Section 31, Township 12 North, Range 14 West, as designated in the Louisiana Conservation Order No. 92-H-1, effective October 16, 1979, and recorded under Register No. 421022, DeSoto Parish, Louisiana.

OIL, GAS AND MINERAL LEASES

1. Oil, Gas and Mineral Lease dated May 2, 1979, by and between Marvin C. Thompson, et al, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 427, Page 433, Registry No. 415328, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0050-01.
2. Oil, Gas and Mineral Lease dated May 14, 1979, by and between Jan Roy Allen, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 428, Page 821, Registry No. 417170, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0050-02.
3. Oil, Gas and Mineral Lease dated May 14, 1979, by and between Linda Jo Earfield, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 428, Page 169, Registry No. 416832, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0050-03.
4. Oil, Gas and Mineral Lease dated May 14, 1979, by and between Robert R. Allen, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 428, Page 25, Registry No. 416811, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0050-04.
5. Oil, Gas and Mineral Lease dated July 13, 1979, by and between Guy W. Allen, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 297, Registry No. N/A, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0050-05.
6. Oil, Gas and Mineral Lease dated December 26, 1978, by and between Elizabeth R. Jones, et vir, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 425, Page 419, Registry No. 412225, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0050-06.
7. Oil, Gas and Mineral Lease dated June 9, 1978, by and between Wiley H. Heard, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 412, Page 341, Registry No. 406883, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0050-07.
8. Oil, Gas and Mineral Lease dated May 23, 1978, by and between G. W. Jordan, Jr., as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 412, Page 345, Registry No. 406884, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0050-08.
9. Oil, Gas and Mineral Lease dated November 23, 1978, by and between Core May Gay, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 414, Page 801, Registry No. 411022, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0050-09.
10. Oil, Gas and Mineral Lease dated January 24, 1979, by and

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Lessee, recorded in Conveyance Book 425, Page 581, Registry No. 412477, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-01.

11. Oil, Gas and Mineral Lease dated January 29, 1979, by and between Ruth E. Sims, as Lessor, and James N. Burgin, as Lessee, recorded under Registry No. 413367, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-02.
12. Oil, Gas and Mineral Lease dated December 28, 1978, by and between Mattie Mae Santifer, et vir, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 425, Page 423, Registry No. 412226, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-03.
13. Oil, Gas and Mineral Lease dated December 30, 1978, by and between Artis Hogan, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 425, Page 407, Registry No. 412227, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-04.
14. Oil, Gas and Mineral lease dated January 24, 1979, by and between Elyessie Greggs, et al, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 426, Page 206, Registry No. 413175, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-05.
15. Oil, Gas and Mineral Lease dated January 24, 1979, by and between Huey P. Hogan, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 425, Page 585, Registry No. 412478, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-06.
16. Oil, Gas and Mineral Lease dated January 9, 1979, by and between J. H. Colvin, Jr., et al, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 427, Page 129, Registry No. 414610, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-07.
17. Oil, Gas and Mineral Lease dated January 24, 1979, by and between Essie Ray Walton, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 427, Page 429, Registry No. 415327, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-11.
18. Oil, Gas and Mineral Lease dated October 30, 1975, by and between Mrs Green and wife Susie Mae Green, as Lessor, and B&O Investments, as Lessee, recorded under Registry No. 382300, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-12.
19. Oil, Gas and Mineral lease dated November 3, 1975, by and between Marie Wiggins, as Lessor, and B&O Investments, as Lessee, recorded under Registry No. 382313, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-13.
20. Oil, Gas and Mineral Lease dated June 10, 1975, by and between Floyd E. Sims, as Lessor, and B&O Investments, as Lessee, recorded under Registry No. 379473, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-14.
21. Oil, Gas and Mineral Lease dated June 11, 1975, by and between Susie Hogan Hester, et al, as Lessor, and B&O Investments, as Lessee, recorded under Registry No. 379482, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-15.

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- 22. Oil, Gas and Mineral Lease dated July 27, 1978, by and between John Lee Wofford, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 416, Page 774, Registry No. 408327, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0052-00.
- 23. Oil, Gas and Mineral Lease dated April 14, 1978, by and between Milton M. Baker, et al, as Lessee, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 412, Page 359, Registry No. 408227, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0053-00.
- 24. Oil, Gas and Mineral Lease dated January 7, 1946, by and between Howard Mitchell, et ux, as Lessor, and Travis O. Wright, as Lessee, recorded in Conveyance Book 161, Page 233, Registry No. 172730, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0068-00.
- 25. Oil, Gas and Mineral Lease dated February 2, 1950, by and between For Smith, Sr., as Lessor, and M. J. Ryan, as Lessee, recorded in Conveyance Book 163, page 568, Registry No. 01012, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0069-01.
- 26. Oil, Gas and Mineral Lease dated December 23, 1953, by and between Frank Meier, as Lessor, and Phillips Petroleum Company, as Lessee, recorded in Conveyance Book 203, Page 1, Registry No. 234821, Conveyance Records, DeSoto parish, Louisiana. ENSCO Lease No. LA-006-0069-02.
- 27. Oil, Gas and Mineral Lease dated February 17, 1955, by and between P. C. Reeves, et al, as Lessor, and Phillips Petroleum Company and Kerr-McGee Oil Industries, Inc., Lessees, recorded in Conveyance Book 203, Page 295, Registry No. 242843, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0070-00.
- 28. Oil, Gas and Mineral Lease dated June 4, 1952, by and between W. B. Hewitt, as Lessor, and S. E. Davies, as Lessee, recorded in Conveyance Book 194, Page 331, Registry No. N/A, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0072-00.
- 29. Oil, Gas and Mineral Lease dated July 2, 1952, by and between Iva Strubling Baker, et al, as Lessor, and S. E. Davies, as Lessee, recorded in Conveyance Book 194, Page 307, Registry No. N/A, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0073-00.
- 30. Oil, Gas and Mineral Lease dated June 27, 1952, by and between John L. Wofford, as Lessor, and S. E. Davies, as Lessee, recorded in Conveyance Book 194, Page 377, Registry No. 225182, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0074-01.
- 31. Oil, Gas and Mineral Lease dated June 19, 1952, by and between James H. Doan, as Lessor, and S. E. Davies, as Lessee, recorded in Conveyance Book 194, Page 395, Registry No. 225174, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0074-02.
- 32. Oil, Gas and Mineral Lease dated July 31, 1952, by and between Blanche Wimple Gooden, et ux, as Lessor, and S. E. Davies, as Lessee, recorded in Conveyance Book 194, Page 413, Registry No. N/A, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0074-03.

WELL

SKIDMORE NO. 1 UNIT

UNIT

Skidmore No. 1 Unit consisting of 640 acres in that certain ROSS RA SU A and being all of Section 5, Township 11 North, Range 14 West, more particularly described in Louisiana Conservation Order No. 61-W-1, effective October 15, 1979, under Registry No. 421772, DeSoto Parish, Louisiana.

OIL AND MINERAL LEASES

1. Oil, Gas and Mineral Lease dated January 17, 1979, by and between Jane Lesh Murphy, as Lessor, and James M. Burgin, as Lessee, recorded in Conveyance Book 427, Page 441, Registry No. 415330, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0027-01.
2. Oil, Gas and Mineral Lease dated January 17, 1979, by and between Lucy D. Lesh, et al, as Lessor, and James M. Burgin, as Lessee, recorded in Conveyance Book 427, Page 437, Registry No. 415329, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0027-02.
3. Oil, Gas and Mineral Lease dated February 21, 1979, by and between Jerome Temple, et al, as Lessor, and James M. Burgin, as Lessee, recorded in Conveyance Book 427, Page 639, Registry No. 415313, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0027-03.
4. Oil, Gas and Mineral Lease dated December 20, 1978, by and between Dudley J. LeBlanc, et al, as Lessor, and James M. Burgin, as Lessee, recorded in Conveyance Book 427, Page 239, Registry No. 414744, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0027-04.
5. Oil, Gas and Mineral Lease dated January 16, 1979, by and between Rowena Armistead, as Lessor, and James M. Burgin, as Lessee, recorded in Conveyance Book 427, Page 248, Registry No. 414714, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0027-05.
6. Oil, Gas and Mineral Lease dated January 16, 1979, by and between C. S. McCall, et al, as Lessor, and James M. Burgin, as Lessee, recorded in Conveyance Book 427, Page 249, Registry No. 414715, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0027-06.
7. Oil, Gas and Mineral Lease dated April 26, 1979, by and between [illegible], et al, as Lessor, and James M. Burgin, as Lessee, recorded in Conveyance Book 427, Page [illegible], Registry No. [illegible], Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. [illegible].
8. Oil, Gas and Mineral Lease dated [illegible], 1979, by and between [illegible], et al, as Lessor, and James M. Burgin, as Lessee, recorded in Conveyance Book 427, Page [illegible], Registry No. [illegible], Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. [illegible].
9. Oil, Gas and Mineral Lease dated [illegible], 1979, by and between [illegible], et al, as Lessor, and James M. Burgin, as Lessee, recorded in Conveyance Book 427, Page [illegible], Registry No. [illegible], Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. [illegible].

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10. Oil, Gas and Mineral Lease dated January 4, 1979, by and between Clarice Bowden Taylor, et al, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 425, Page 431, Registry No. 412349, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0028-02.
11. Oil, Gas and Mineral Lease dated May 23, 1979, by and between Mable F. Bowden, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 428, Page 133, Registry No. 416523, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0028-03.
12. Oil, Gas and Mineral Lease dated May 1, 1979, by and between The Hunter Company, Inc., as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 428, Page 170, Registry No. N/A, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-01.
13. Oil, Gas and Mineral Lease dated June 29, 1979, by and between William J. McSitt, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 428, Page 825, Registry No. 417171, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-02.
14. Oil, Gas and Mineral Lease dated July 4, 1979, by and between Arvin M. Jackson, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 77, Registry No. 417411, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-03.
15. Oil, Gas and Mineral Lease dated July 4, 1979, and between M. E. McCain, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 81, Registry No. 417412, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-04.
16. Oil, Gas and Mineral Lease dated July 11, 1979, by and between John C. Marshall, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 85, Registry No. 417413, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-05.
17. Oil, Gas and Mineral Lease dated July 20, 1979, by and between Flossie H. Courtney, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 89, Registry No. 417414, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-06.
18. Oil, Gas and Mineral Lease dated July 19, 1979, by and between Ellen Rodgers Gamble, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 93, Registry No. 417415, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-07.
19. Oil, Gas and Mineral Lease dated July 19, 1979, by and between Edna Calvert, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 97, Registry No. 417416, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-08.
20. Oil, Gas and Mineral Lease dated July 19, 1979, by and between Mildred A. Wickett, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 101, Registry No. N/A, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-09.
21. Oil, Gas and Mineral Lease dated August 14, 1979, by and between Mildred Wickett Wickett, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 105, Registry No. N/A, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-10.

DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-10.

22. Oil, Gas and Mineral Lease dated August 2, 1979, by and between R. M. Wilson, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 652, Registry No. 418399, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-11.
23. Oil, Gas and Mineral Lease dated August 9, 1979, by and between First National Bank of Mansfield, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 656, Registry No. 418400, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-12.
24. Oil, Gas and Mineral Lease dated August 1, 1979, by and between Roger Harold Fincher, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 430, Page 81, Registry No. 418398, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-13.
25. Oil, Gas and Mineral Lease dated August 29, 1979, by and between S. H. Davis Company, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 430, Page 85, Registry No. 418399, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-14.
26. Oil, Gas and Mineral Lease dated August 10, 1979, by and between St. Germain Company, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 430, Page 89, Registry No. 418900, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-15.
27. Oil, Gas and Mineral Lease dated August 30, 1979, by and between Dale Thawfield, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 430, Page 463, Registry No. 419413, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-16.
28. Oil, Gas and Mineral Lease dated August 1, 1979, by and between Elizabeth Hall Hunter, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 430, Page 466, Registry No. 419414, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-17.
29. Oil, Gas and Mineral Lease dated August 20, 1979, by and between Helen Hall Schmalz, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 430, Page 470, Registry No. 419415, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-18.
30. Oil, Gas and Mineral Lease dated August 19, 1979, by and between Marian Hall Taylor, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 430, Page 474, Registry No. 419416, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-19.
31. Oil, Gas and Mineral Lease dated August 24, 1979, by and between W. B. Souders, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 430, Page 478, Registry No. 419417, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-20.
32. Oil, Gas and Mineral Lease dated May 10, 1979, by and between Henry Hall Taylor, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 430, Page 482, Registry No. 419418, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-21.

33. Oil, Gas and Mineral Lease dated May 17, 1979, by and between Mrs. Hazel Bailey Haskins, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 428, Page 145, Registry No. 416527, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0030-02.
34. Oil, Gas and Mineral Lease dated May 17, 1979, by and between Ruth Jean Coudeau Duncan, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 428, Page 149, Registry No. 416527, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0030-03.
35. Oil, Gas and Mineral Lease dated May 31, 1979, by and between Sara Laverne Paris Maggio, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 428, Page 153, Registry No. 416528, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0030-04.
36. Oil, Gas and Mineral Lease dated May 31, 1979, by and between Gloria A. Paris Cosmea, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 428, Page 157, Registry No. 416529, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0030-05.
37. Oil, Gas and Mineral Lease dated May 31, 1979, by and between Betty Y. Parish Matheson, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 428, Page 161, Registry No. 416530, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0030-06.
38. Oil, Gas and Mineral Lease dated May 17, 1979, by and between Joe M. Jacobs, Jr., as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 428, Page 165, Registry No. 416531, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0030-07.
39. Oil, Gas and Mineral Lease dated September 26, 1979, by and between William E. Hayes, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 430, Page 788, Registry No. 418797, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0030-08.

WELL

J. L. WOFFORD "A"-1 UNIT
(Replacement Well for Temple No. 1)

SEED

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Wofford "A"-1 Unit consisting of 540 acres and being all of Section 6, Township 11 North, Range 14 West and more particularly described in Louisiana Conservation Order 92-141 effective December 15, 1979 under Registry No. 401011, DeSoto Parish, Louisiana.

OIL, GAS AND MINERAL INTERESTS

1. Oil, Gas and Mineral Lease dated June 12, 1978 by and between Temple S. Temple, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 413, Page 101, Registry No. 414811, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0030-01.

2. Oil, Gas and Mineral Lease dated December 11, 1978 by and between Charles E. Brant Temple, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 413, Page 111, Registry No. 414810, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0030-01.

3. Oil, Gas and Mineral Lease dated October 8, 1978 by and between Alvin Dale Metcalf, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 416, Page 786, Registry No. 406358, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0007-00.
4. Oil, Gas and Mineral Lease dated June 15, 1978 by and between Benoyd Temple, et ux, and William E. Fulton, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded under Registry No. 407692, Conveyance Records, DeSoto Parish, Louisiana. ENSCO LA-006-0008-00.
5. Oil, Gas and Mineral Lease dated June 20, 1978 by and between The New Bethany Cumberland Presbyterian Church, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 70, Registry No. 407003, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0009-00. Does not cover depths from surface down to subsurface depth of 3,200 feet.
6. Oil, Gas and Mineral Lease dated July 14, 1978 by and between Jim B. Bath, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 97, Registry No. 407008, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0010-00.
7. Oil, Gas and Mineral Lease dated April 24, 1978 by and between Mrs. Reba Anthony Thompson, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 86, Registry No. 407002, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0011-00. Does not cover depths from surface down to subsurface depth of 3,200 feet.
8. Oil, Gas and Mineral Lease dated June 12, 1978 by and between Truman P. Blue, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 412, Page 177, Registry No. 406231, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0012-00.
9. Oil, Gas and Mineral Lease dated June 12, 1978 by and between Audrey Lee Mantonch, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 412, Page 173, Registry No. 406230, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0013-00.
10. Oil, Gas and Mineral Lease dated April 24, 1978 by and between Florence M. Anthony, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 412, Page 169, Registry No. 406229, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0014-00.
11. Oil, Gas and Mineral Lease dated April 24, 1978 by and between Milton M. Baker, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 412, Page 164, Registry No. 406228, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0015-00.
12. Oil, Gas and Mineral Lease dated February 1, 1978 by and between The Snady Grove United Methodist Church, as Lessor, and James M. Burgin, as Lessee, recorded in Conveyance Book 426, Page 212, Registry No. 413174, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0016-00.
13. Oil, Gas and Mineral Lease dated June 17, 1975 by and between W. Douglas D. Sparks, as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 379486, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0017-00.

14. Oil, Gas and Mineral Lease dated April 16, 1975 by and between McCoy Brothers Lumber Company, Inc., as Lessor, and Phillips Petroleum Company, as Lessee, recorded under Registry No. 380920, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0016-00.
15. Oil, Gas and Mineral Lease dated July 27, 1978 by and between John Lee Wofford, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 416, Page 770, Registry No. 408126, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0001-00.
16. Oil, Gas and Mineral Lease dated July 27, 1978 by and between John Lee Wofford, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 416, Page 766, Registry No. 408325, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0002-00.
17. Oil, Gas and Mineral lease dated May 23, 1978 by and between Hugh B. Glancy, as Lessor, and Transco Exploration Company, as Lessee, recorded under Registry No. 405583, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0003-01.
18. Oil, Gas and Mineral Lease dated June 15, 1978 by and between Guy Barton Love, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 40, Registry No. 406996, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0003-02.
19. Oil, Gas and Mineral Lease dated May 23, 1978 by and between David Minion Glancy, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded under Registry No. 405884, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0004-00.

All of the above Oil, Gas and Mineral Leases are recorded on the Conveyance Records of DeSoto Parish, Louisiana.

The above described Wells, Units and Leases are subject to the following:

- A. The terms and provisions of each of said leases, the Assignments affecting interests in said leases, all overriding royalty interest assignments and other instruments filed for record in the records of DeSoto Parish, Louisiana.
- B. Letter Agreement and Operating Agreement dated March 1, 1978, between Transco Exploration Company, as Operator, and John R. Blocker and Duane J. Fritz, as Non-Operators.
- C. Letter Agreement dated April 17, 1978, between Transco Exploration Company, John R. Blocker, Duane J. Fritz and Exploration and Development Corporation.

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- D. Letter Agreement dated July 21, 1978, between Transco Exploration Company, John R. Blocker, Duane J. Fritz and Exploration and Development Corporation.
- E. Gas Purchase Agreement dated September 18, 1979, between TKO Operating Company and, et al, as Sellers and Transcontinental Gas Pipe Line Corporation as Buyer, as amended by Omnibus Contract Amendment and Settlement Agreement dated October 1, 1987 by and among Transcontinental Gas Pipe Line Corporation, John R. Blocker, The Blocker Drilling Partnership and The Blocker Drilling Partnership 1980-1.
- F. Joint Operating Agreement dated April 10, 1980 effective October 1, 1978, by and between Transco Exploration Company as Operator and The Blocker Drilling Partnership, et al, as Non-Operators covering the McCoy Well and Unit.
- G. Joint Operating Agreement dated November 20, 1981 between Transco Exploration Company as Operator and The Blocker Drilling Partnership et al as Non-Operator covering the Skidmore Well and Unit.
- H. ~~Joint Operating Agreement dated May 14, 1985 by and between TKO Production Corporation as Operator and TKP Operating Company, et al as Non-Operators covering the Jumboville Well and Unit.~~
- Sub
V.D.U.*
- I. Joint Operating Agreement dated August 1, 1979 between Transco Exploration Company, as Operator, and The Blocker Drilling Partnership et al as Non-operators covering the Hewitt Estate Well and Unit.
- J. Joint Operating Agreement dated November 20, 1981, between Transco Exploration Company, as Operator and The Blocker Drilling Partnership, et al, as Non-Operators covering the Skidmore Well and Unit.
- K. Joint Operating Agreement dated _____ between Transco Exploration Company, as Operator, and The Blocker Drilling Partnership et al as Non-Operators, covering the Temple No. 1 Well and Unit and the Wofford well drilled as a stratigraphic unit well on same unit.
- L. Omnibus Contract Amendment and Settlement Agreement dated October 13, 1987 between Transcontinental Gas Pipe Line Corporation and John R. Blocker et al.
- M. All other valid contracts and agreements affecting the interest of John R. Blocker in any of the above described wells, units or leases.

The interest of John R. Blocker in the Wofford 1-A Well is subject to certain well cost recoupment rights as provided under the pro-portion provisions of the Unit operating agreement.

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BLOCK 275, EUGENE ISLAND AREA
OUTER CONTINENTAL SHELF
OFFSHORE LOUISIANA

Federal Oil and Gas Lease OCS-G 0988:

Oil and Gas Lease dated May 10, 1962, effective June 1, 1962, designated OCS-G 0988, executed by the United States of America, as Lessor, and Texaco Inc. and Pan American Petroleum Corporation, as Lessee, covering approximately 5,000 acres, described in said Lease as "Block 275, Eugene Island Area, South Addition, as shown on official leasing map La. No. 4A Outer Continental Shelf Leasing Map, Louisiana Offshore operations.

Subject to the terms and provision of the following:

1. Letter Agreement dated July 31, 1966 between Texaco Inc. and Texaco Producing Inc., and Hulfco Petroleum Corporation, and letters of acceptance dated August 1, 1966 and August 15, 1966 between Hulfco Petroleum Corporation and Texaco Producing Inc.
2. Letter Agreement dated October 20, 1966 between Texas Inc. and Texaco Producing Inc. and Amoco Production Company and Hulfco Petroleum Corporation.
3. Gas Purchase Contract dated June 30, 1972 between Texaco Inc. and Southern Natural Gas Company.
4. Letter Agreement dated August 15, 1966 between Amoco Production Company and Hulfco Petroleum Corporation.
5. Letter Agreement dated November 20, 1966 between Texaco Inc. and Hulfco Petroleum Corporation.

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6. Participation Agreement dated December 2, 1986 between Huffco Petroleum Corporation and Cordova Resources, Inc. and all exhibits attached thereto, including the Offshore Operating Agreement dated effective December 2, 1986.
7. Act of Sale and Assignment dated December 3, 1986 from Texaco, Inc., Assignor, to Huffco Petroleum Corporation, Assignee, approved by Minerals Management Service effective September 5, 1986.
8. Assignment of Record Title Interest and Other Properties, dated effective September 5, 1986, from Amoco Production Company, Assignor, to Huffco Petroleum Corporation, Assignee, approved by Minerals Management Service effective September 5, 1986.
9. Assignment dated August 12, 1988, from Huffco Petroleum Corporation, Assignor, to Willbros Energy Services Company, Assignee, approved by the Mineral Management Service on October 7, 1988.
10. Assignment of Interest dated September 19, 1989 from Willbros Energy Services Company, Assignor, to EM Aquitaine Operating, Inc., Assignee.
11. Agreement, dated as of April 1, 1988, between Huffco Petroleum Corporation, et al and Southern Natural Gas Company.
12. Assignment dated July 1, 1989, between Willbros Energy Services Company and Energy Equipment Resources, Inc.

Willbros Company

.820307051

Net Revenue Interest

.56396706

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**BLOCK 260, EUGENE ISLAND AREA
OUTER CONTINENTAL SHELF
OFFSHORE LOUISIANA**

Federal Oil and Gas Lease OCS-G 1891:

Oil and Gas Lease dated January 27, 1969, effective February 1, 1969, executed by the United States of America, as Lessor, and Texaco Inc., as Lessee, bearing Serial No. OCS-G 1891, covering approximately 1,250 acres described in said Lease as "Block 260, SE 1/4 Eugene Island Area, Official Leasing Map No. 4."

Subject to the terms and provision of the following:

1. Letter Agreement dated July 2, 1986 between Texaco Inc. and Texaco Producing Inc., and Huffco Petroleum Corporation, and letters of acceptance dated August 15, 1986 from Huffco Petroleum Corporation to Texaco Inc. and Texaco Producing Inc.
2. Letter Agreement dated November 20, 1986 between Texas Inc. and Texaco Producing Inc. and Huffco Petroleum Corporation.
3. Gas Purchase Contract dated June 30, 1972 between Texaco Inc. and Southern Natural Gas Company, as from time to time amended.
4. Act of Sale and Assignment dated December 3, 1986 from Texaco Producing, Inc. Assignor, to Huffco Petroleum Corporation, Assignee, approved by Minerals Management Service effective August 7, 1986.
5. Participation Agreement dated December 2, 1986 between Huffco Petroleum Corporation and Cordova Resources, Inc. and all

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exhibits attached thereto including the Offshore Operating Agreement dated effective December 2, 1986.

6. Assignment dated August 12, 1988 from Huffco Petroleum Corporation, Assignor, to Willbros Energy Services Company, Assignee, approved by Mineral Management Services on October 7, 1988.
7. Assignment of Interest dated September 19, 1989 from Willbros Energy Services company, Assignor, to Elf Aquitaine Operating, Inc., Assignee.
8. Agreement dated as of April 1, 1988, between Huffco Petroleum Corporation, et al and Southern Natural Gas Company.
9. Assignment of Interest dated November 27, 1989 from WILLBROS ENERGY SERVICES COMPANY, assignor, to ENERGY EQUIPMENT RESOURCE, INC.

Working Interest

.82030725%

Net Revenue Interest

.5742462%

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Coffield-Osage No. 1 Well - Railroad Commission No. 17067

1. Lease No.: GP-131-16A
Date: October 1, 1979
Lessor: Texas Osage Royalty Pool, Inc.
Lessee: General Petroleum Corporation
Recorded: Volume 128, Page 211, Deed Records,
Lee County, Texas

2. Lease No.: GP-131-16B
Date: June 22, 1979
Lessor: Robert L. Ellett, et al
Co-Ind. Extrs.
Lessee: General Petroleum Corporation
Recorded: Volume 329, Page 001, Deed Records,
Lee County, Texas

3. Lease No.: GP-131-16C
Date: April 3, 1984
Lessor: Flag-Redfern Oil Company
Lessee: General Production Company, Inc.
Recorded: Volume 453, Page 443, Real Property
Records, Lee County, Texas

INSOFAR AND ONLY INSOFAR AS said leases cover lands which are included in the following described proration unit:

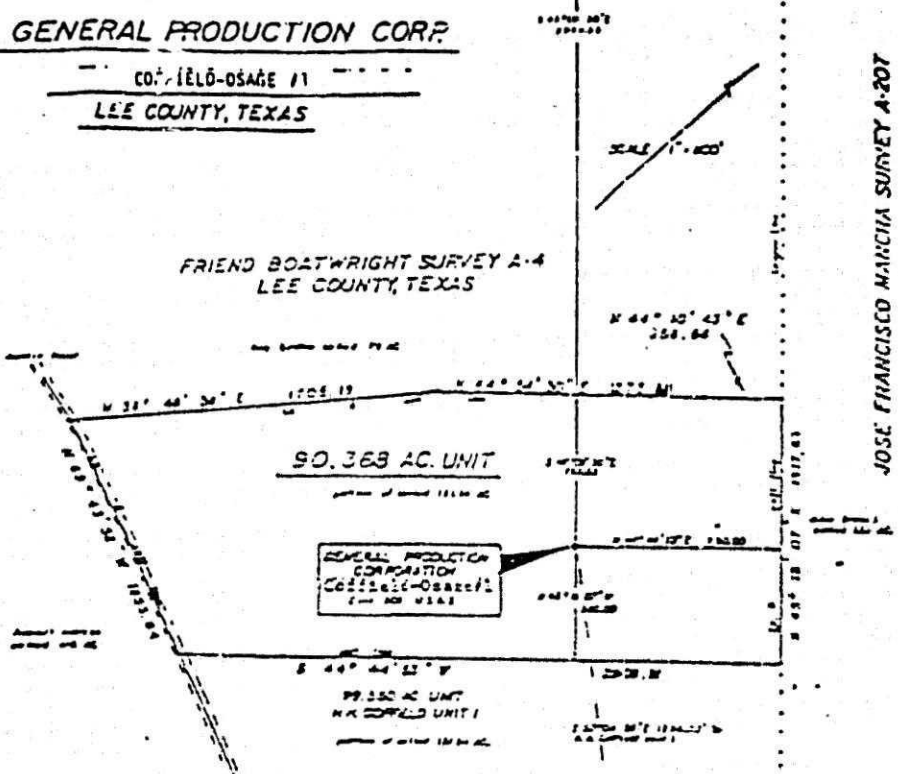
90.368 acres of land, more or less, out of the Freind Boatwright Survey, A-4, Lee County, Texas, as described in Oil and Gas Lease dated April 3, 1984, executed by Flag-Redfern Oil Company to General Production Company, Inc., recorded in Volume 453, Page 443, Real Property Records of Lee County, Texas.

IF AVAILABLE COPY

GENERAL PRODUCTION CORP.

CO. FIELD-OSAGE #1
LEE COUNTY, TEXAS

JOSE FRANCISCO MARCHIA SURVEY A-207



OWNER: General Production Corporation
Coffield-Osage #1

LOCATION: 3954.85 ft. from the Northwest line and 950.00 ft. from the Northeast line of the Friend Boatwright Survey A-4, Lee County, Texas.

ELEVATION: 305.00 (U.S.C.S.)

CONSTRUCTION:

I, John E. Pledger, III, Registered Public Surveyor, do hereby certify that this plat accurately shows the location of the General Production Corporation Coffield-Osage Number 1 Well on a 90.368 acre unit as staked on the ground under my supervision on April 5, 1982 in the Friend Boatwright Survey A-4, Lee County, Texas.

John E. Pledger, III
John E. Pledger, III
Reg. Public Surveyor #1823
1905 West Main Street
P. O. Box 1736
Houston, Texas 77033
713/834-8811

April 7, 1982
Date



BEST AVAILABLE COPY

T. STRANGER NO. 1

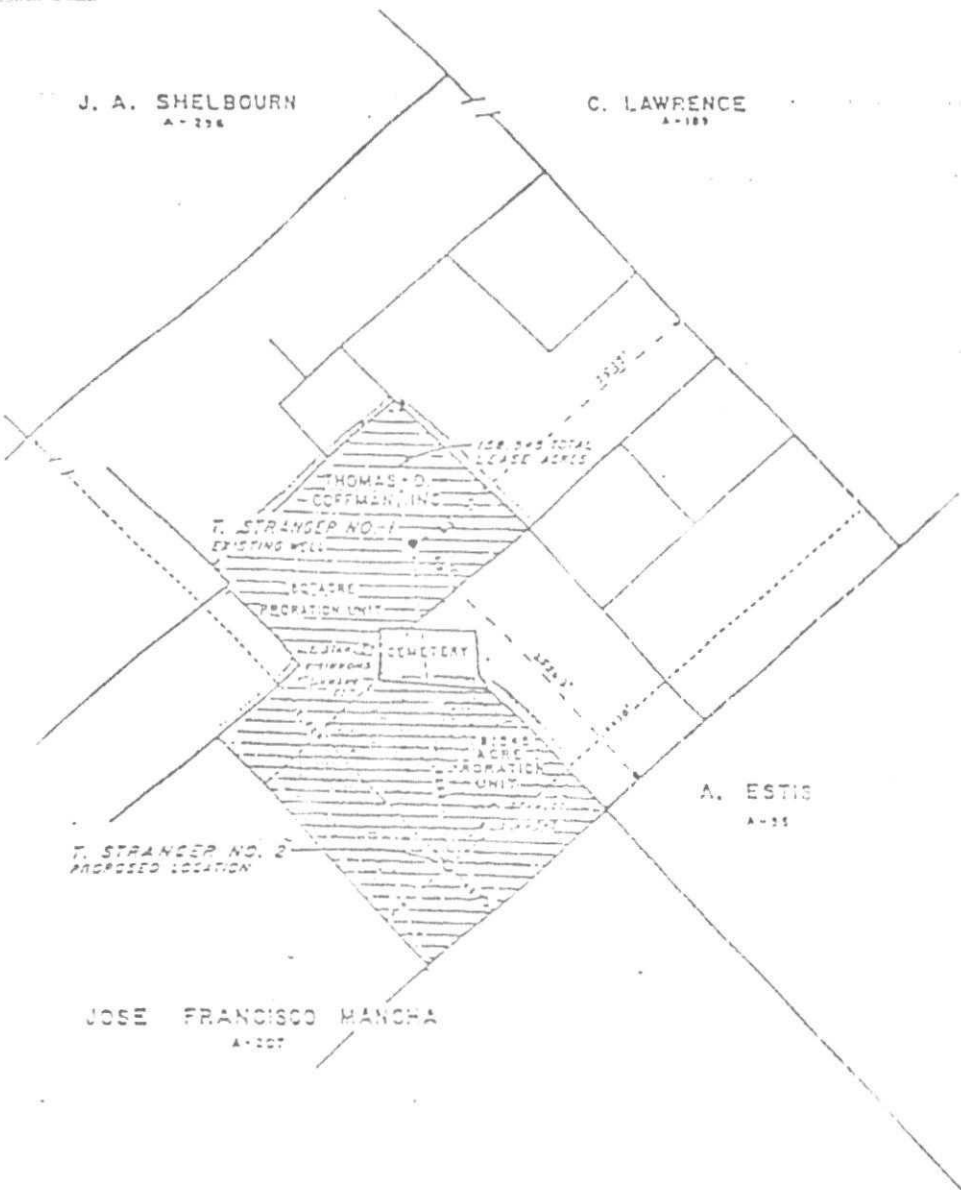
(1) Oil and Gas Lease dated July 25, 1977, by and between Ball Simmons, et ux, as Lessors, and Larry J. Lynn, as Lessee, recorded in Volume 275, Page 463, Deed Records of Lee County, Texas;

(2) Oil and Gas Lease dated July 23, 1977, by and between J. Stanley, Sr., et al, as Lessors, and Larry J. Lynn, as Lessee, recorded in Volume 274, Page 406, Deed Records of Lee County, Texas;

(3) Oil and Gas Lease dated May 19, 1978, by and between the Estate of Willie Simnang, as Lessor, and Larry J. Lynn, as Lessee, recorded in Volume 298, Page 142, Deed Records of Lee County, Texas;

J. A. SHELBOURN
A-226

C. LAWRENCE
A-189



A. ESTIS
A-35

T. STRANGER NO. 2
PROPOSED LOCATION

JOSE FRANCISCO MANCHA
A-227



THOMAS D. COFFMAN, INC.
PLAT SHOWING PROPOSED WELL LOCATION OF
THOMAS D. COFFMAN, INC., T. STRANGER NO. 2

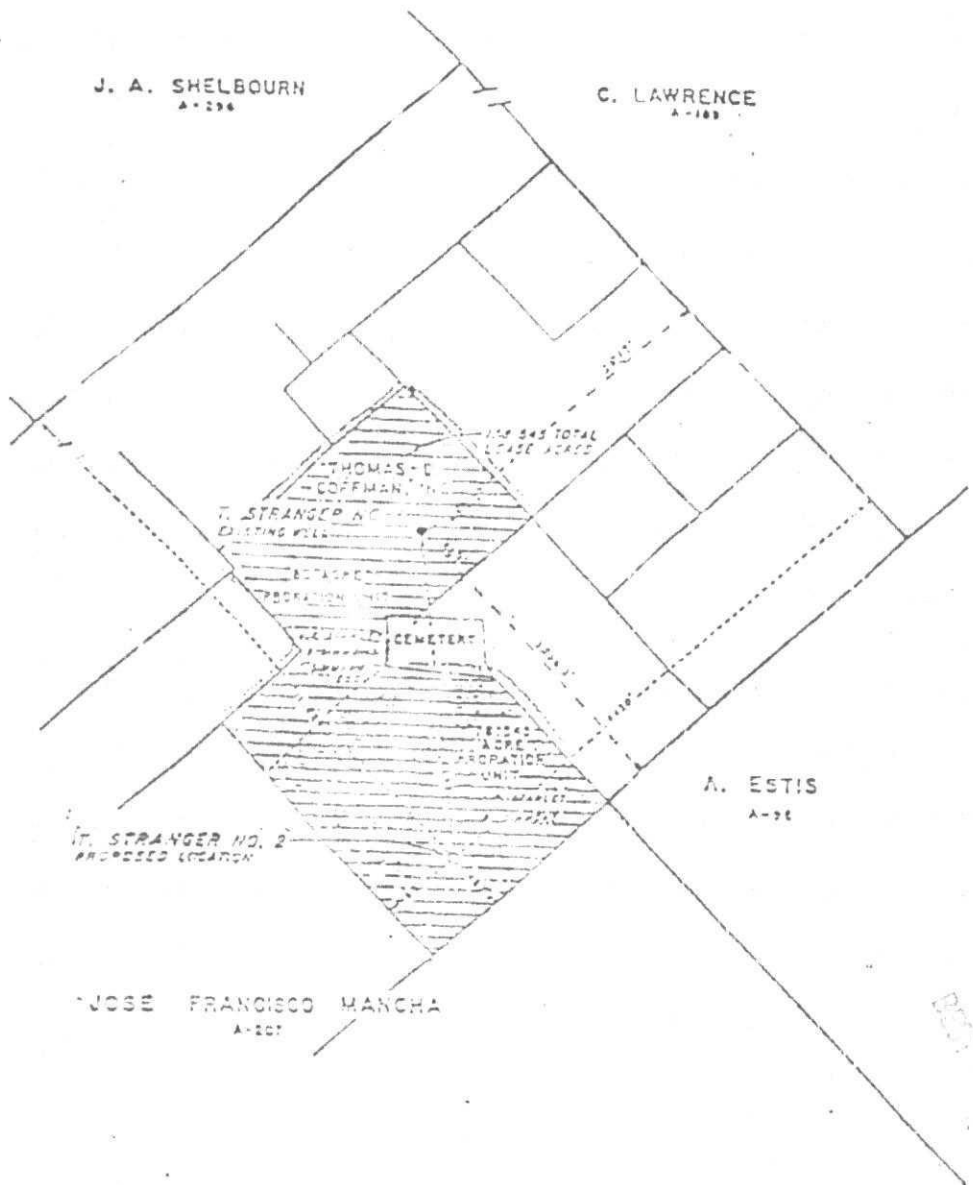
STRANGER NO. 2

1) Oil and Gas Lease dated July 23, 1977, by and between J. P. Stanley, Sr., et al, as Lessors, and Larry J. Lynn, as Lessee, recorded in Volume 274, Page 406, Deed Records of Lee County, Texas;

2) Oil and Gas Lease dated July 25, 1977, by and between Bailey Ammons, et ux, as Lessors, and Larry J. Lynn, as Lessee, recorded in Volume 275, Page 463, Deed Records of Lee County, Texas;

J. A. SHELBOURN
A-296

C. LAWRENCE
A-189



A. ESTIS
A-98

T. STRANGER NO. 2
PROPOSED LOCATION

JOSE FRANCISCO MANCHA
A-207

RECEIVED
OCT 10 1950



25 00 25

SCALE 1" = 200'

<p>THOMAS D. COFFMAN, INC.</p> <p>PLAT SHOWING PROPOSED WELL LOCATION OF THOMAS D. COFFMAN, INC., T. STRANGER NO. 2, IN JOSE FRANCISCO MANCHA, A-207, LEE COUNTY, TEXAS.</p>
--

Schedule 1

2

LEASE	FIELD	OIL PURCHASER	GAS PURCHASER
SKIDMORE 1	SPIDREY DOME	GRAHAM RESOURCES	GRAHAM RESOURCES
WOLFORD A 1	SPIDREY DOME	GRAHAM RESOURCES	GRAHAM RESOURCES
HEWITT EST 1	SPIDREY DOME	GRAHAM RESOURCES	GRAHAM RESOURCES
BEVAY 1	SPIDREY DOME	GRAHAM RESOURCES	GRAHAM RESOURCES
ADRISSON	SPIDREY DOME	GRAHAM RESOURCES	GRAHAM RESOURCES
BARRELL 1	SPIDREY DOME	GRAHAM RESOURCES	GRAHAM RESOURCES
WILKIN	SPIDREY DOME	GRAHAM RESOURCES	GRAHAM RESOURCES
EUGENE ISLAND 17	EUGENE ISLAND 260/275	DELMAR	DELMAR
EUGENE ISLAND 17D	EUGENE ISLAND 260/276	DELMAR	DELMAR
EUGENE ISLAND 18	EUGENE ISLAND 260/277	DELMAR	DELMAR
EUGENE ISLAND 19D	EUGENE ISLAND 260/279	DELMAR	DELMAR
EUGENE ISLAND G	EUGENE ISLAND 260/279	DELMAR	DELMAR
CHRYE	GIDDINGS	-	WESTERN GAS
STANAGER, J.	GIDDINGS	PHUNO	WESTERN GAS
HARRIS, H.C.	GIDDINGS	PHUNO	WESTERN GAS
GALLO, FRUITBURG	GIDDINGS	PHUNO	GPM
GANTZ, T.E. UNIT	GIDDINGS	PHUNO	CLAJON
LEHMAN, FREDRICH	GIDDINGS	PHUNO	CLAJON
JONES JR, DONALD	GIDDINGS	PHUNO	CLAJON
VALLEGESE, MICHAEL	GIDDINGS	PHUNO	CLAJON
COFFIELD, OSCAR	GIDDINGS	PHUNO	CLAJON
DESSALORGENS	GIDDINGS	-	WESTERN GAS
SECRET, TERESA UNIT	GIDDINGS	-	CLAJON
ROBERTY SOUTH UNIT 1	GIDDINGS	PHUNO	CLAJON
ROBERTY UNIT 1	GIDDINGS	PHUNO	CLAJON
LEHMAN, JULIUS	GIDDINGS	PHUNO	CLAJON
HARRIS	GIDDINGS	AMOCO	WESTERN GAS
DEVILS WATERHOLE UNIT	DEVILS WATERHOLE	MOBIL	-
ROBERTS, DONALD	HIGHLAND ONSHORE	AMOCO	-
ROSBY CLOONEY SAND UNIT	HIGHLAND ONSHORE	AMOCO	-
ROBERTS, DONALD	COTWOOD	SUN	-
SWANBY, ESTHER	COTWOOD	SUN	-
SWANBY, CLAIR	COTWOOD	SUN	-
USA 11	ALTONA	-	Kaiser Francis
FOX 1B	WATERGATE BRND	SUN	GPM

BEST AVAILABLE COPY

LAW OFFICES
POULSON, ODELL & PETERSON
SUITE 1400
1775 SHERMAN STREET
DENVER, COLORADO 80203
TELEPHONE (303) 861-4400

ROBERT D. POULSON
WILLIAM G. ODELL
RANDALL M. CASE
PETER A. BJORK
STEPHEN M. THOMPSON
CARLETON L. EKBERG
LAURA LINDLEY
GREGORY R. DANIELSON
ROBERT A. SEAVY

TELECOPIER (303) 861-1225

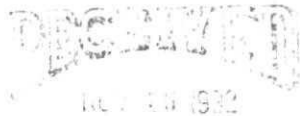
C. M. PETERSON
RETIRED

A. T. SMITH
JAMES W. CAMPBELL
ALAN B. CAMERON
OF COUNSEL

November 12, 1992

CERTIFIED - RETURN RECEIPT REQUESTED

Minerals Management Service
1201 Elmwood
Harahan, Louisiana 70123
Attention: Mary Holmes



MINERALS MANAGEMENT SERVICE
DENVER, COLORADO

Dear Ms. Holmes:

Enclosed is a Mortgage, Deed of Trust, Assignment of Proceeds, Security Agreement and Financing Statement between Denver American Petroleum and First Interstate Bank of Denver, N.A. dated as of September 14, 1992 to be filed for record in the Minerals Management Service. Also enclosed is our check for \$75.00 (\$25.00 plus \$50.00 for two leases) to cover the filing fees.

If you have any questions regarding this recording, please contact the undersigned at 303-861-4400.

Very truly yours,

POULSON, ODELL & PETERSON

Sandra J. Novick
Sandra J. Novick
Secretary for Robert D. Poulson

Enclosures

005-6-1891

I

DENVERAMERICAN

ALBERT W. ...

MORTGAGE, DEED OF TRUST, ASSIGNMENT OF PROCEEDS,
SECURITY AGREEMENT AND FINANCING STATEMENT
(Oil and Gas)

FROM

DENVERAMERICAN PETROLEUM,
A LTD. LIABILITY CO.

TO

JOHN C. GRIEBEL, TRUSTEE

AND

FIRST INTERSTATE BANK OF DENVER, N.A.

DATED AS SEPTEMBER 11, 1992

RECEIVED

NOV 16 1992

MINERALS MANAGEMENT SERVICE
LEASING & ENVIRONMENT

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT SECURES FUTURE ADVANCES.

THE OIL AND GAS INTERESTS INCLUDED IN THE MORTGAGED PROPERTY WILL BE FINANCED AT THE WELLHEADS OF THE WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT "A" HERETO, AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OF THE COUNTY RECORDER. THE SECURED PARTY IS NOT A SELLER OR PURCHASE MONEY LENDER OF THE COLLATERAL COVERED BY THIS INSTRUMENT.

THIS DOCUMENT WAS PREPARED BY
AND WHEN RECORDED AND/OR FILED
SHOULD BE RETURNED TO:

POULSON, ODELL & PETERSON
1775 SHERMAN STREET
DENVER, COLORADO #0203

ATTENTION: ROBERT D. POULSON, ESQ.

MORTGAGE, DEED OF TRUST, ASSIGNMENT OF PROCEEDS,
SECURITY AGREEMENT AND FINANCING STATEMENT

This Mortgage, Deed of Trust, Assignment of Proceeds, Security Agreement and Financing Statement is entered into by and among the undersigned, DenverAmerican Petroleum, a Ltd. Liability Co. (herein called "Mortgagor"), whose address is 410 Seventeenth Street, Denver, Colorado 80202, and John C. Griebel (herein called "Trustee"), whose address is 633 Seventeenth Street, Denver, Colorado 80270, and First Interstate Bank of Denver, N.A. (herein called "Mortgagee"), a national banking association having an address of 633 Seventeenth Street, Denver, Colorado 80270.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

Section 1.1 Defined Terms. For the purposes of this instrument:

(a) "Collateral" includes Fixture Collateral, Personalty Collateral and Realty Collateral as hereinafter defined.

(b) "Dollars" and "US\$" mean lawful money of the United States of America.

(c) "Effective Date" means September 14, 1992.

(d) "Bank's Prime Rate" is an index rate which the Bank establishes and quotes from time to time for pricing certain of its loans. Information on the index rate currently in effect is announced publicly and can be obtained by contacting the Bank. The Bank's Prime Rate is not necessarily the best rate charged to Bank customers and the Bank may make loans at, above or below this stated index rate. Changes in the variable rate shall be effective without notice to the Mortgagor.

(e) "Fixture Collateral" means all of Mortgagor's interest in and to all Operating Equipment which is or becomes so related to the Oil and Gas Property or any part thereof that an interest in the Operating Equipment arises under the real property law of the State in which it is situated.

(f) "Hydrocarbons" means oil, gas and other liquid or gaseous hydrocarbons.

(g) "Obligations" means the aggregate of:

- (i) all amounts payable pursuant to a promissory note dated September 14, 1992, executed by Mortgagor, payable to the order of the Mortgagee, in the principal face amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) referred to herein as the "Note", executed and delivered pursuant to that certain Credit Agreement, dated as of September 14, 1992 (referred to as the "Credit Agreement");
- (ii) any and all other or additional indebtedness or liabilities for which Mortgagor is now or may become liable to Mortgagee in any manner, whether under this instrument, the Credit Agreement or otherwise, either primarily or secondarily, absolutely or contingently, directly or indirectly, jointly, severally, or jointly and severally, and whether matured or unmatured, regardless of how the indebtedness or liability may have been or may be acquired by Mortgagee and whether or not created after payment in full of the Obligations if this instrument shall not have been released of record by Mortgagee;
- (iii) all sums advanced and costs and expenses incurred by the Trustee or the Mortgagee, including without limitation all legal, accounting, engineering, management consulting or like fees, made and incurred in connection with the Obligations described in paragraphs (i) and (ii) above or any party thereof, any renewal, extension or modification of, or substitution for, the foregoing Obligations or any part thereof, or the acquisition, perfection or maintenance and preservation of the security therefor, whether such advances, costs or expenses shall have been made and incurred at the request of Mortgagor, Mortgagee or Trustee; and

- (iv) any and all extensions and renewals of, substitutions for, or modifications or amendments of any of the foregoing Obligations or any part thereof.

(g) "Oil and Gas Property" means the oil and gas leasehold interests and estates and other interests of Mortgagor in the lands described in Exhibit "A" attached hereto and made a part hereof, whether now owned or hereafter acquired, by operation of law or otherwise, together with all of Mortgagor's interests of any nature whatsoever now or hereafter incident or appurtenant thereto, including, but not limited to, fee mineral and surface interests in said lands, royalty interests therein, all unsevered and unextracted Hydrocarbons in, under or attributable to Mortgagor's interests in said lands, oil and gas (or oil, gas and mineral) leases, subleases, farmin agreements, farmout agreements, bottom hole agreements, other participation agreements of any kind, royalties, overriding royalties, net profits interests, production payments, licenses, servitudes, orders, acreage contribution agreements, processing agreements, options and similar interests, and all rights of way, surface leases, and easements affecting the foregoing interests of Mortgagor or useful or appropriate in exploring and/or drilling for, producing, processing, treating, handling, storing, transporting or marketing Hydrocarbons therefrom or the disposal of water, Hydrocarbons or associated substances from said lands.

(h) "Operating Equipment" means all surface or subsurface machinery, equipment, facilities, supplies or other property of whatsoever kind or nature and any replacements thereof, substitutions therefor or accessions thereto (including leases of equipment), now or hereafter located in, on or under, affixed or attributable to or obtained or used in connection with any of the Oil and Gas Property or any portion thereof or interest therein, including, without limiting the generality of the foregoing, goods which are or are to become fixtures on the Oil and Gas Property, oil wells, gas wells, water wells, injection wells, casing, tubing, rods, pumps, pumping units and engines, Christmas trees, derricks, separators, gun barrels, flow lines, tanks, gas systems (for gathering, treatment, compression and transmission), chemicals, solutions, water systems (for treating, disposal and injection), power plants, boilers, poles, lines, transformers, starters and controllers, valves, meters, measuring devices, machine shops, tools, storage yards and equipment stored therein, buildings and camps, secondary and other recovery equipment, systems and processes, plans, drawings, specifications, surveys, engineering, geological and geophysical studies and reports, well logs, reports and related data, seismicographic studies, reports and information,

office and personnel books, files, records and correspondence, computer output and data files, maps, plats, abstracts of title, lease files, unit files, production marketing files, title curative opinions, title files and title records, division orders and division order records, ownership maps, warranties and guarantees of manufacturers and others, telegraph, telephone and other communication systems, roads, loading docks, shipping facilities and building and construction materials.

(i) "Personalty Collateral" means all of Mortgagor's interest now owned or hereafter acquired in and to: (i) all Operating Equipment, all Hydrocarbons extracted from or attributable to the Oil and Gas Property, all Production Sales Contracts and all accounts, contract rights and general intangibles now existing or hereafter arising in connection with the exploration or drilling for, production, processing, treatment, storage, transportation, manufacture or sale of Hydrocarbons from the Oil and Gas Property; (ii) personal property, moveable and immovable, tangible or intangible, of whatsoever nature and kind, wherever located, including, without limitation, all accounts, contract rights, general intangibles, Hydrocarbons, equipment, inventory, goods, chattel paper, permits, authorizations, seismic or other data, title information, title abstracts and maps, now owned or existing or hereafter acquired or arising in connection with the conduct by Mortgagor of any activity other than the exploration for, production, processing, treatment, storage, transportation, manufacture, or sale of Hydrocarbons from the Oil and Gas Property.

(j) "Proceeds" includes whatever is received upon the sale, exchange, collection or other disposition of the Collateral and insurance payable or damages or other payments by reason of loss or damage to the Collateral, and all additions thereto, substitutions and replacements thereof or accessions thereto.

(k) "Production Sales Contract" means each contract now in effect or hereafter entered into by Mortgagor or Mortgagor's predecessors in title for the sale, purchase, exchange or processing of Hydrocarbons extracted from or attributable to the Oil and Gas Property.

(l) "Realty Collateral" means all of Mortgagor's interest in and to the Oil and Gas Property, including, but not limited to, the interests of Mortgagor described or specified in Exhibit "A" hereto.

ARTICLE 2 - CREATION OF SECURITY

Section 2.1 Grant. In consideration of the Mortgagee's advancing or extending the funds or credit constituting the Obligations, and in consideration of the mutual covenants contained herein, and for the purpose of securing payment of the Obligations, MORTGAGOR HEREBY GRANTS, BARCAIN, ELLS MORTGAGES, ASSIGNS, TRANSFERS AND CONVEYS THE REALTY COLLATERAL AND FIXTURE COLLATERAL TO THE TRUSTEE, WITH POWER OF SALE, for the benefit of Mortgagee; to have and to hold the Realty Collateral and Fixture Collateral, together with all and singular the rights, privileges, contracts, and appurtenances now or hereafter at any time before the foreclosure or release hereof, in any way appertaining or belonging thereto, unto the Trustee and to his substitutes or successors, forever, in trust, upon the terms and conditions herein set forth; and Mortgagor hereby binds and obligates Mortgagor and Mortgagor's successors and assigns, to warrant and to defend, all and singular, title to the Collateral unto the Trustee, his substitutes or successors, forever, against the claims of any and all persons whomsoever claiming any part thereof.

Section 2.2 Creation of Security Interest. In addition to the grant contained in Section 2.1, and for the same consideration and purpose, MORTGAGOR HEREBY GRANTS TO THE MORTGAGEE, A FIRST AND PRIOR SECURITY INTEREST IN ALL PERSONALTY COLLATERAL, NOW OWNED OR HEREAFTER ACQUIRED BY THE MORTGAGOR, AND IN ALL PROCEEDS. Without limiting the foregoing provisions of this Section 2.2, Mortgagor stipulates that the grant made by this Section 2.2 includes a grant of security interest in Hydrocarbons extracted from or attributable to the Oil and Gas Properties and in the Proceeds resulting from sale of such Hydrocarbons (including, but not limited to, sales at the wellhead), such security interest to attach to such Hydrocarbons as extracted and to the accounts resulting from such sales.

Section 2.3 Proceeds. The security interest of Mortgagee hereunder in the Proceeds shall not be construed to mean that Mortgagee consents to the sale or other disposition of any part of the Collateral other than Hydrocarbons extracted from or attributable to the Oil and Gas Property and sold in the ordinary course of business.

Section 2.4 Substitution of Mortgagee for Trustee. This instrument shall be effective, at the Mortgagee's option and as allowed by applicable law, as a mortgage as well as a deed of trust, and every grant herein to the Trustee of interests, powers, rights and remedies shall likewise be a grant of the same interests, powers, rights and remedies to the Mortgagee, as

Mortgagee. Subject to applicable law, Mortgagee shall in all instances, and in its sole discretion, elect whether this instrument shall be effective as a mortgage or as a deed of trust.

ARTICLE 3 - ASSIGNMENT OF PRODUCTION PROCEEDS

Section 3.1 Assignment. As further security for the payment of the Obligations, the MORTGAGOR HEREBY TRANSFERS, ASSIGNS AND CONVEYS TO MORTGAGEE ALL HYDROCARBONS (AND THE PROCEEDS THEREFROM) WHICH ARE EXTRACTED FROM OR ATTRIBUTABLE TO THE OIL AND GAS PROPERTY BEGINNING AT 7:00 A.M., LOCAL TIME, ON THE EFFECTIVE DATE. All parties producing, purchasing and receiving such Hydrocarbons or the Proceeds therefrom are authorized and directed to treat Mortgagee as the person entitled in Mortgagor's place and stead to receive the same; and further, those parties will be fully protected in so treating Mortgagee and will be under no obligation to see to the application by Mortgagee of any Proceeds received by it. In this connection, Mortgagor has furnished to Mortgagee, as set forth in Schedule I attached hereto, the names and addresses of all parties presently purchasing such Hydrocarbons and Mortgagor agrees that it will promptly furnish Mortgagee the name and address of each new or additional party who hereafter becomes a purchaser of such Hydrocarbons. Mortgagor further agrees that, if any Proceeds from such Hydrocarbons are hereafter paid to Mortgagor, such proceeds shall constitute trust funds in the hands of Mortgagor and shall be forthwith paid over by Mortgagor to Mortgagee. Mortgagor shall, if and when requested by Mortgagee, execute and file with any production purchaser a transfer order, division order or other instrument declaring Mortgagee to be entitled to the Proceeds of severed Hydrocarbons and instructing such purchaser to pay such Proceeds to Mortgagee. Should any pipeline company or other purchaser, now or hereafter purchasing such Hydrocarbons fail to make payment promptly to Mortgagee of the proceeds derived from the sale thereof, Mortgagee shall have the right, subject only to any contractual rights of said pipeline company or other purchaser or any operator, to change the connection to any such pipeline company or other purchaser, and to designate another pipeline company, or other purchaser, to purchase and take such Hydrocarbons, without liability of any kind on Mortgagee in making such selection so long as ordinary care is used in respect thereof.

Section 3.2 Application of Proceeds.

(a) All payments received by Mortgagee pursuant to Section 3.1 above shall be placed in a collateral collection account at the financial institution designated by the Mortgagee and on the first day of each month shall be applied as follows:

- (i) first, toward satisfaction of all costs and expenses incurred in connection with the collection of Proceeds and the payment of any part of the Obligations not represented by a written instrument;
- (ii) second, to the payment of all accrued interest on the Obligations and all other fees or payments required in the Credit Agreement;
- (iii) third, to the payment of any then due and owing principal constituting part of the Obligations; and
- (iv) the balance, if any, shall be released to Mortgagor.

(b) If any date of application specified above (herein called a "regular application date") shall be a Saturday, Sunday or legal banking holiday under the laws of the jurisdiction in which such Proceeds shall be applied, the Proceeds to be applied by Mortgagee pursuant to this Section 3.2 shall be applied on the last business day next preceding such regular application date that is not a Saturday, Sunday or legal banking holiday, but the amount to be applied pursuant to paragraph (a)(ii) of this Section 3.2 shall nevertheless be the amount accrued up to, but not including, such regular application date.

Section 3.3 Mortgagor's Payment Duties. Nothing contained herein will limit Mortgagor's duty to make payment on the Obligations when the Proceeds received by Mortgagee pursuant to this Article 3 are insufficient to pay the costs, interest, principal and any other portion of the Obligations then owing, and the receipt of Proceeds by Mortgagee will be in addition to all other security now or hereafter existing to secure payment of the Obligations.

Section 3.4 Inconsistencies with Related Documents. To the extent, if any, the foregoing provisions of this Mortgage, Deed of Trust, Assignment of Proceeds, Security Agreement and Financing Statement are inconsistent with the provisions of the Credit Agreement, such inconsistencies shall be resolved by giving controlling effect to the Credit Agreement.

Section 3.5 Liability of Mortgagee. Mortgagee has no obligation to enforce collection of any Proceeds and is hereby released from all responsibility in connection therewith except the

responsibility to account to Mortgagor for Proceeds actually received.

Section 3.6 Indemnification. Mortgagor agrees to indemnify Mortgagee against and hold Mortgagee harmless from all claims, actions, liabilities, losses, judgments, attorneys' fees, costs and expenses and other charges of any description whatsoever (all of which are hereafter referred to in this Section 3.6 as "Claims") made against or sustained or incurred by Mortgagee as a consequence of the assertion, either before or after the payment in full of the Obligations, that Mortgagee received hydrocarbons or Proceeds pursuant to this instrument. Mortgagee will have the right to employ attorneys and to defend against any Claims and unless furnished with satisfactory indemnity, after notice to Mortgagor, Mortgagee will have the right to pay or compromise and adjust all Claims in its sole reasonable discretion. Mortgagor shall indemnify and pay to Mortgagee all amounts as may be paid by Mortgagee in compromise or adjustment of any of the Claims or as may be adjudged against Mortgagee in respect of any of the Claims. The liabilities of Mortgagor as set forth in this Section 3.6 will constitute Obligations and will survive the termination of this instrument.

ARTICLE 4 - MORTGAGOR'S WARRANTIES AND COVENANTS

Section 4.1 Payment of Obligations. Mortgagor covenants that it shall pay all Obligations when due and otherwise faithfully and strictly perform all obligations of Mortgagor under the Notes, the Credit Agreement and any other instrument or document executed and delivered in connection with the Obligations. If any part of the Obligations is not evidenced by a writing specifying a due date, Mortgagor agrees to pay the same upon demand. All Obligations are payable to Mortgagee at the address shown above.

Section 4.2 Warranties and Covenants.

(a) Mortgagor warrants and covenants that:

- (i) Mortgagor, to the extent of the interests of Mortgagor in Exhibit "A", has good and marketable title to each property right or interest constituting the Collateral, free of any adverse claim, burden, mortgage, lien, security interest, pledge, charge, encumbrance or interest of or in favor of any third party other than as stated in Exhibit "A", except as previously disclosed to Mortgagee in writing or as permitted by the Credit Agreement;

except for any financing statement in favor of Mortgagee, or as previously disclosed to Mortgagee, no financing statement covering any of the Collateral in favor of any third party is on file in any public office; Mortgagor has the operating interests and the net revenue interests in the Oil and Gas Property described in Exhibit "A"; and Mortgagor has a good and legal right and full authority to grant and convey same to Mortgagee pursuant to this instrument;

- (ii) to the best of Mortgagor's knowledge, the oil and gas (or oil, gas and mineral) leases included in the Oil and Gas Property are valid and subsisting and all rentals and royalties due under each of them have been properly and timely paid and all conditions and obligations necessary to keep them in force have been fully satisfied and performed; and all producing wells located on the Oil and Gas Property or properties unitized therewith have been drilled, operated and produced in conformity with all applicable laws and rules, regulations and orders of all governmental authorities having jurisdiction and are subject to no penalties on account of past production;
- (iii) no approval or consent of any regulatory or administrative commission or authority or of any other governmental body or any other party is necessary to authorize the execution and delivery of this instrument or of any other written instrument constituting or evidencing the Obligations, or to authorize the observance or performance by Mortgagor of the covenants contained in the instruments constituting or evidencing the Obligations, or to authorize the observance or performance by Mortgagor of the covenants contained in this instrument or in the other written instruments constituting or evidencing the Obligations or to enable the Mortgagee to exercise its rights hereunder.
- (iv) all information contained in statements furnished or to be furnished to Mortgagee by

or on behalf of Mortgagor ; with
any of the Obligations or any ; made
pursuant to this instrument is ; be
complete and accurate;

- (v) Mortgagor is not obligated, by virtue of a prepayment arrangement under any Production Sales Contract containing a "take or pay" clause or any other prepayment arrangement, to deliver Hydrocarbons produced from the Oil and Gas Property at some future time without then or thereafter receiving full payment therefor; and Mortgagor, without Mortgagee's prior written consent, shall not hereafter make any such prepayment arrangements, other than by a customary "take or pay" clause contained in a Production Sales Contract;
- (vi) Mortgagor is a company organized under the laws of the State of Colorado, as a limited liability company, qualified to do business in each state where such is required by the conduct of its business and is in good standing in all of said states, and will maintain its corporate existence and form and maintain its status as qualified to do business in each of said states until the Obligations are paid in full;
- (vii) Mortgagor has taken all proper company action to authorize the execution and delivery of the Notes secured hereby and of this instrument and to make said Notes and this instrument the legal, valid and binding obligations of Mortgagor;
- (viii) Mortgagor will not, without Mortgagee's consent, and so long as any portion of the Obligations remains unpaid, merge into or consolidate with any corporation, partnership, joint venture or other business enterprise, or sell, liquidate, lease or otherwise dispose of all or substantially all of its property; and
- (ix) all portions of the Oil and Gas Property consisting of interests in oil and gas leases issued by the United States or any State, or by any instrumentalities of the United States

or any State, to the best of Mortgagor's knowledge, are held in accordance with all statutory regulations, and directives applicable thereto.

(b) All of the warranties and representations of Mortgagor contained in this instrument are and will be in all respects true and correct both as of the date of execution of this instrument and the Effective Date and as of the date of each extension of credit by Mortgagee to Mortgagor, and the warranties contained in Section 4.2(a)(iv) also shall be in all respects true and correct when any item such as referred to therein is furnished to Mortgagee.

(c) Mortgagor warrants and shall forever defend the Collateral against every person whomsoever lawfully claiming the same or any part thereof, and Mortgagor shall maintain and preserve the lien and security interest herein created until this instrument has been terminated as provided herein.

Section 4.3 Operation of Mortgaged Property. As long as this instrument has not been terminated, Mortgagor shall, at Mortgagor's own expense:

(a) comply fully with all of the terms and conditions of all leases and other instruments of title described in Exhibit "A" and all rights-of-way, easements and privileges necessary for the proper operation of such leases and instruments, and otherwise do all things necessary to keep Mortgagor's rights and Mortgagee's interest in the Collateral unimpaired;

(b) not abandon any well which is producing or capable of production or forfeit, surrender or release any lease, sublease or farmout or any operating agreement or other agreement or instrument comprising or affecting the Oil and Gas Property without Mortgagee's prior written consent, which consent shall not be withheld unreasonably;

(c) cause the Oil and Gas Property to be maintained, developed and protected against drainage and continuously operated for the production of Hydrocarbons in a good and workmanlike manner as a prudent operator would in accordance with generally accepted practices, applicable operating agreements and all applicable federal, state and local laws, rules, regulations and orders;

(d) promptly pay or cause to be paid when due and owing all rentals and royalties payable in respect of the Oil and Gas Property; all expenses incurred in or arising from the operation or

development of the Collateral; and all taxes, assessments and governmental charges imposed upon the Collateral or Mortgagor;

(e) within the limits of Mortgagor's rights under applicable operating agreements cause the Operating Equipment to be kept in good and effective operating condition and cause to be made all repairs, renewals, replacements, additions and improvements thereof or thereto necessary or appropriate for the production of Hydrocarbons from the Oil and Gas Property and permit the Trustee or Mortgagee (through their respective agents and employees) to enter upon the Oil and Gas Property for the purpose of investigating and inspecting the condition and operation of the Collateral;

(f) cause the Collateral to be kept free and clear of liens, charges, security interests, encumbrances, adverse claims and title defects of every character other than (i) the lien and security interest created by this instrument, (ii) taxes constituting a lien but not due and payable, (iii) defects or irregularities in title which are not such as to interfere materially with the development, operation or value of the Collateral and not such as to materially affect title thereto, (iv) those set forth or referred to in Exhibit "A" hereto, (v) those being contested in good faith by Mortgagor and which do not, in the judgment of Mortgagee, jeopardize the Trustee's or Mortgagee's rights in and to the Collateral, and (vi) those consented to in writing by Mortgagee; provided, however, that Mortgagee may take such independent action in connection with any such matters affecting the Collateral as it deems advisable, and all costs and expenses thereof, including, without limitation, attorneys' fees incurred by Mortgagee in taking such action, shall be part of the Obligations hereunder;

(g) carry with standard insurance companies, and in amounts satisfactory to Mortgagee, workmen's compensation insurance and public liability and property damage insurance in respect of all activities in which Mortgagor might incur liability for death or injury or damage to or destruction of property; and

(h) execute, acknowledge and deliver to Mortgagee such other and further instruments and do such other acts as in the opinion of Mortgagee are necessary or desirable to effect the intent of this instrument or otherwise protect and preserve the interests of Mortgagee hereunder, promptly upon request of Mortgagee.

Section 4.4 Recording and Filing. Mortgagor shall pay all costs of filing, registering and recording this and every other

instrument in addition or supplemental hereto and all financing statements Mortgagee may require, in such offices and places and at such times and as often as may be, in the judgement of Mortgagee, necessary to preserve, protect and renew the lien and security interest herein created as a first lien and prior security interest on and in the Collateral and otherwise do and perform all matters or things necessary or expedient to be done or observed by reason of any law or regulation of any State or of the United States or of any other competent authority for the purpose of effectively creating, maintaining and preserving the lien and security interest created herein and on the Collateral and the priority thereof. Mortgagor shall also pay the costs of obtaining reports from appropriate filing officers concerning financing statement filings in respect of any of the Collateral in which a security interest is granted herein.

Section 4.5 Records, Statements and Reports.

(a) Mortgagor shall at all times keep complete and accurate business records in conformity with generally accepted accounting principles, practices and standards consistently applied, and Mortgagee may from time to time as it elects have access to and examine and copy such records; and

(b) when and to the extent required by Mortgagee, Mortgagor shall furnish to Mortgagee the financial, production, engineering and other reports described in the Credit Agreement and reports concerning any other matters related to the operation of the Oil and Gas Property and the estimated income therefrom.

Section 4.6 Trustee's or Mortgagee's Right to Perform Mortgagor's Obligations. Mortgagor agrees that, if Mortgagor fails to perform any act which Mortgagor is required to perform under this instrument, Mortgagee or the Trustee or any Receiver appointed hereunder may, but shall not be obligated to, perform or cause to be performed such act, and any expense incurred by Mortgagee or the Trustee in so doing shall be a demand obligation owing by Mortgagor to Mortgagee, shall bear interest at an annual rate equal to the maximum interest rate provided in the Notes until paid and shall be a part of the Obligations, and Mortgagee, the Trustee or any receiver shall be subrogated to all of the rights of the party receiving the benefit of such performance. The undertaking of such performance by Mortgagee, the Trustee or any receiver as aforesaid shall not obligate such person to continue such performance or to engage in such performance or performance of any other act in the future, shall not relieve Mortgagor from the observance or performance of any covenant, warranty or agreement contained in this instrument or constitute a waiver of default hereunder and

shall not affect the right of Mortgagee to accelerate the payment of all indebtedness and other sums secured hereby or to resort to any other of its rights or remedies hereunder or under applicable law. In the event the Mortgagee, the Trustee or any receiver appointed hereunder undertakes any such action, no such party shall have any liability to the Mortgagor in the absence of a showing of gross negligence or willful misconduct of such party, and in all events : party other than the acting party shall be liable to Mortgagee.

ARTICLE 5 - DEFAULT

Section 5.1 Events of Default. The term "Event of Default" means the occurrence of any of the following events or the existence of any of the following conditions:

(a) failure to make any payment when due under the terms of the Notes;

(b) failure by Mortgagor to make any payment when due of any of the Obligations or other failure to keep, punctually perform or observe any of the covenants, obligations or prohibitions contained herein, in any other written instrument evidencing any of the Obligations or in any other agreement with Mortgagee (whether now existing or entered into hereafter) or the occurrence of any other event which is, or is deemed to be, an Event of Default hereunder and as that term is defined in any such other written instrument or agreement, including without limitation, the Credit Agreement;

(c) any warranty, information, representation or statement by Mortgagor made or furnished to Mortgagee by or on behalf of Mortgagor in connection with the Obligations is determined by Mortgagee to be untrue or misleading in any material respect;

(d) the assertion (except by the owner of an encumbrance expressly excepted from Mortgagor's warranty of title herein) of any claim of priority over this instrument, by title, lien or otherwise, unless Mortgagor within 30 days after such assertion either causes the assertion to be withdrawn or provides Mortgagee with such security as Mortgagee may require to protect Mortgagee against all loss, damage, or expense, including attorneys' fees, which Mortgagee may incur in the event such assertion is upheld;

(e) the dissolution, termination, or liquidation of Mortgagor or of any other person or entity directly or indirectly liable for the Obligations, or the making by any such person of any

assignment for the benefit of creditors, or the appointment of a receiver, liquidator, or trustee of the property of any such person, or the filing of any petition for the bankruptcy, reorganization, or arrangement of any such person pursuant to the Federal Bankruptcy Code or any similar state or federal statute, or the adjudication of any such person as bankrupt or insolvent; or

(f) If the Mortgagee, in the reasonable exercise of its judgment, determines that Mortgagor will be unable to repay the Obligations in the manner and at the times contemplated by the Credit Agreement or by this instrument, or determines that the adequacy of the Collateral is insufficient to assure the repayment of the Obligations in any material respect, and based thereon makes demand upon Mortgagor for any additional security, which security Mortgagor fails to deliver to Mortgagee in a form satisfactory to Mortgagee within 30 days following such demand.

Section 5.2 Acceleration Upon Default. Upon the occurrence of an Event of Default, or at any time thereafter, Mortgagee may, at its option, by notice to Mortgagor, declare the entire unpaid principal and the interest accrued on the Obligations to be due and payable forthwith without any further notice, presentment or demand of any kind, all of which are hereby expressly waived.

Section 5.3 Accession and Operation of Property. Upon the occurrence of any Event of Default, or at any time thereafter, and in addition to all other rights therein conferred on the Trustee or the Mortgagee, the Trustee, the Mortgagee or any person, firm or corporation designated by Mortgagee, will have the right and power, but will not be obligated, to have an audit performed, at Mortgagor's expense, of the books and records of Mortgagor, and to enter upon and take possession of all or any part of the Collateral, to exclude Mortgagor therefrom, and to hold, use, administer, manage and operate the same to the extent that Mortgagor could do so. The Trustee, the Mortgagee or any person, firm or corporation designated by the Mortgagee, may operate and develop the Collateral, or any portion thereof, without any liability to Mortgagor in connection with the operations except with respect to willful misconduct; and the Trustee, the Mortgagee or any person, firm or corporation designated by Mortgagee will have the right to collect, receive and receipt for all Hydrocarbons produced and sold from the Oil and Gas Property, to make repairs, to purchase machinery and equipment, to conduct workover operations, to drill additional wells, and to exercise every power, right and privilege of Mortgagor with respect to the Collateral. Providing there has been no foreclosure sale, when and if the expenses of the operation and development (including costs of unsuccessful workover operations or additional wells) have been

paid and the Obligations paid in full, the remaining Collateral shall be returned to the Mortgagor.

Section 5.4 Ancillary Rights. Upon the occurrence of an Event of Default, or at any time thereafter, and in addition to all other rights of Mortgagee hereunder, Mortgagee may, without notice, demand or declaration of default, all of which are hereby expressly waived by Mortgagor, proceed by a suit or suits in equity or at law (i) for the seizure and sale of the Collateral or any part thereof, (ii) for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, (iii) for the foreclosure or sale of the Collateral or any part thereof under the judgment or decree of any court of competent jurisdiction, (iv) without regard to the solvency or insolvency of any person, and without regard to the value of the Collateral, and with notice to Mortgagor, for the ex parte appointment of a receiver to serve without bond pending any foreclosure or sale hereunder, or (v) for the enforcement of any other appropriate legal or equitable remedy.

ARTICLE 6 - MORTGAGEE'S RIGHTS AS TO REALTY COLLATERAL UPON DEFAULT

Section 6.1 Judicial Foreclosure. This instrument shall be effective as a mortgage as well as a deed of trust and upon the occurrence of an Event of Default, or at any time thereafter, in lieu of the exercise of the non-judicial power of sale hereafter given, Mortgagee may, subject to any mandatory requirement of applicable law, proceed by suit to foreclose its lien hereunder and to sell or have sold the Realty Collateral or any part thereof at one or more sales, as an entirety or in parcels, at such place or places and otherwise, in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as Mortgagee may deem appropriate, and Mortgagee shall thereafter make or cause to be made a conveyance to the purchaser or purchasers thereof. Mortgagee may postpone the sale of the real property included in the Collateral or any part thereof by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. Sale of a part of the real property included in the Collateral will not exhaust the power of sale, and sales may be made from time to time until all such property is sold or the Obligations are paid in full.

Section 6.2 Non-Judicial Foreclosure. If the Notes or other Obligations are not paid when due, whether by acceleration or otherwise, the Trustee is hereby authorized and empowered, and it

shall be his duty, upon request of Mortgagee, and to the extent permitted by applicable law, to sell any part of the Realty Collateral at one or more sales, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notices as may be required by applicable law, or in the absence of any such requirement, as Trustee and/or Mortgagee may deem appropriate, and to make conveyance to the purchaser or purchasers thereof. Any sale shall be made to the highest bidder for cash at the door of the county courthouse of, or in such other place as may be required or permitted by applicable law in, the county in the state where the Realty Collateral or any part thereof is situated; provided that and if the Realty Collateral lies in more than one county, such part of the Realty Collateral may be sold at the courthouse door of any one of such counties, and the notice so posted shall designate in which county such property shall be sold. Any such sale shall be made at public outcry, on the day of any month, during the hours of such day and after such written notices thereof have been publicly posted in such places and for such time periods and after all persons entitled to notice thereof have been sent such notice, all as required by applicable law in effect at the time of such sale. The affidavit of any person having knowledge of the facts to the effect that such a service was completed shall be prima facie evidence of the fact of service. The Mortgagor agrees that no notice of any sale, other than as required by applicable law, need be given by the Trustee, the Mortgagee or any other person. The Mortgagor hereby designates as its address for the purposes of such notice the address set out on page two hereof; and agrees that such address shall be changed only by depositing notice of such change enclosed in a postpaid wrapper in a post office or official depository under the care and custody of the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the Mortgagee or other holder of the Obligations at the address for the Mortgagee set out herein (or to such other address as the Mortgagee or other holder of the Obligations may have designated by notice given as above provided to the Mortgagor and such other debtors). Any such notice or change of address of the Mortgagor or other debtors or of the Mortgagee or of other holder of the Obligations shall be effective three (3) business days after such deposit if such post office or official depository is located in the State of Colorado, otherwise to be effective upon receipt. The Mortgagor authorizes and empowers the Trustee to sell the Realty Collateral in lots or parcels or in its entirety as the Trustee shall deem expedient; and to execute and deliver to the purchaser or purchasers thereof good and sufficient deeds of conveyance thereto by fee simple title, with evidence of limited warranty by, through and under the Mortgagor. Where portions of the Realty Collateral lie in different counties, sales in such counties may be conducted in any

order that the Trustee may deem expedient; and one or more such sales may be conducted in the same month, or in successive or different months as the Trustee may deem expedient.

**ARTICLE 7 - MORTGAGEE'S RIGHTS AS TO PERSONALTY AND FIXTURE
COLLATERAL UPON DEFAULT**

Section 7.1 Personalty Collateral. Upon the occurrence of an Event of Default, or at any time thereafter, Mortgagee may, without notice to Mortgagor, exercise its rights to declare all of the Obligations to be immediately due and payable, in which case Mortgagee will have all rights and remedies granted by law, and particularly by the Uniform Commercial Code, including, but not limited to, the right to take possession of the Personalty Collateral, and for this purpose Mortgagee may enter upon any premises on which any or all of the Personalty Collateral is situated and take possession of and operate the Personalty Collateral or remove it therefrom. Mortgagee may require Mortgagor to assemble the Personalty Collateral and make it available to Mortgagee or the Trustee at a place to be designated by Mortgagee which is reasonably convenient to all parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee will give Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if the notice is mailed, postage prepaid, to Mortgagor at the address designated above at least five days before the time of the sale or disposition.

Section 7.2 Sale with Realty Collateral. In the event of foreclosure, whether judicial or non-judicial, at Mortgagee's option it may proceed under the Uniform Commercial Code as to the Personalty Collateral or it may proceed as to both Realty Collateral and Personalty Collateral in accordance with its rights and remedies in respect of the Realty Collateral.

Section 7.3 Fixture Collateral. Upon the occurrence of an Event of Default, or at any time thereafter, Mortgagee may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral and proceed to exercise such rights as apply to the type of Collateral selected.

Section 7.4 Private Sale. If Mortgagee in good faith believes that the Securities Act of 1933 or any other State or Federal law prohibits or restricts the customary manner of sale or distribution of any of the Personalty Collateral, or if Mortgagee

determines that there is any other restraint or restriction limiting the timely sale or distribution of any such property in accordance with the customary manner of sale or distribution, Mortgagee may sell or may cause the Trustee to sell such property privately or in any other manner it deems advisable at such price or prices as it determines in its sole discretion and without any liability whatsoever to Mortgagor in connection therewith. Mortgagor recognizes and agrees that such prohibition or restriction may cause such property to have less value than it otherwise would have and that, consequently, such sale or disposition by Mortgagee may result in a lower sales price than if the sale were otherwise held.

ARTICLE 8 - OTHER PROVISIONS CONCERNING FORECLOSURE

Section 8.1 Possession and Delivery of Collateral

It shall not be necessary for Mortgagee or the Trustee to have physically present or constructively in its possession any of the Collateral at any foreclosure sale, and Mortgagor shall deliver to the purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale, and if it should be impossible or impracticable for any of such purchasers to take actual delivery of the Collateral, then the title and right of possession to the Collateral shall pass to the purchaser at such sale as completely as if the same had been actually present and delivered.

Section 8.2 Mortgagee as Purchaser. Mortgagee will have the right to become the purchaser at any foreclosure sale and it will have the right to credit upon the amount of the debt the amount payable to it out of the net proceeds of sale.

Section 8.3 Recitals Conclusive; Warranty Deed; Ratification. Recitals contained in any conveyance to any purchaser at any sale made hereunder will conclusively establish the truth and accuracy of the matters therein stated, including, without limiting the generality of the foregoing, nonpayment of the unpaid principal sum of, and the interest accrued on, the written instruments constituting part or all of the Obligations after the same have become due and payable, nonpayment of any other of the Obligations or advertisement and conduct of the sale in the manner provided herein, and appointment of any successor Trustee hereunder. Mortgagor ratifies and confirms all legal acts that Mortgagee and/or Trustee may do in carrying out the provisions of this instrument.

Section 8.4 Effect of Sale. Any sale or sales of the Collateral or any part thereof will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Mortgagor in and to the premises and the property sold, and will be a perpetual bar, both at law and in equity, against Mortgagor, Mortgagor's successors or assigns and against any and all persons claiming or who shall thereafter claim all or any of the property sold from, through or under Mortgagor, or Mortgagor's successors or assigns. The purchaser or purchasers at the foreclosure sale will receive immediate possession of the property purchased; and if Mortgagor retains possession of the Realty Collateral, or any part thereof, subsequent to sale, Mortgagor will be considered a tenant at sufferance of the purchaser or purchasers, and if Mortgagor remains in such possession after demand of the purchaser or purchasers to remove, Mortgagor will be guilty of forcible detainer and will be subject to eviction and removal, forcible or otherwise, with or without process of law, and without any right to damages arising out of such removal.

Section 8.5 Application of Proceeds. The proceeds of any sale of the Collateral or any part thereof will be applied as follows:

(a) first, to the payment of all expenses incurred by the Trustee and Mortgagee in connection therewith, including, without limiting the generality of the foregoing, cost costs, legal fees and expenses, fees of accountants, engineers, consultants, agents or managers and expenses of any entry or taking or possession, holding, valuing, preparing for sale, advertising, selling and conveying;

(b) second, to the payment of the Obligations; and

(c) third, any surplus thereafter remaining to Mortgagor or Mortgagor's successors or assigns, as their interests may be established to Mortgagee's reasonable satisfaction.

Section 8.6 Deficiency. Mortgagor will remain liable for any deficiency owing to Mortgagee after application of the net proceeds of any foreclosure sale.

Section 8.7 Mortgagor's Waiver of Appraisalment, Marshalling, etc. Mortgagor agrees that Mortgagor will not at any time insist upon, plead in any manner whatsoever or claim the benefit of any appraisalment, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this instrument, the absolute sale of the Collateral or the possession thereof by any purchaser at any sale

made pursuant to this instrument or pursuant to the decree of any court of competent jurisdiction. Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and to the extent that Mortgagor may lawfully do so under applicable state law, waives any and all right to have the Realty Collateral marshalled upon any foreclosure of the lien hereof or sold in inverse order of alienation, and Mortgagor agrees that the trustee may sell the Realty Collateral as an entirety.

ARTICLE 9 - MISCELLANEOUS

Section 9.1 Pooling and Unitization. Mortgagor will not enter into or otherwise become subject to pooling or unitization agreements affecting all or any part of the Oil and Gas Property without furnishing prior written notice to the Mortgagee. The interest in any unit attributable to the Oil and Gas Property (or any part thereof) included therein will become a part of the Realty Collateral and the Personalty Collateral, as the case may be, and will be subject to the lien and security interest hereof in the same manner and with the same effect as though the unit and the interest of Mortgagor therein were specifically described in Exhibit "A".

Section 9.2 Discharge of Purchaser. Upon any sale made under the powers of sale herein granted and conferred, the receipt of Mortgagee will be sufficient discharge to the purchaser or purchasers at any sale for the purchase money, and such purchaser or purchasers and the heirs, devisees, personal representatives, successors and assigns thereof will not, after paying such purchase money and receiving such receipt of Mortgagee, be obliged to see to the application thereof or be in anywise answerable for any loss, misapplication or non application thereof.

Section 9.3 Indebtedness of Obligations Absolute. Nothing herein contained shall be construed as limiting Mortgagee to the collection of any indebtedness of Mortgagor to Mortgagee only out of the income, revenue, rents, issues and profits from the Collateral or as obligating Mortgagee to delay or withhold action upon any default which may be occasioned by failure of such income or revenue to be sufficient to retire the principal or interest when due on the indebtedness secured hereby. It is expressly understood between Mortgagee and Mortgagor that any indebtedness of Mortgagor to Mortgagee secured hereby shall constitute an absolute, unconditional obligation of Mortgagor to pay as provided herein or therein in accordance with the terms of the instrument evidencing such indebtedness in the amount therein specified at the maturity date or at the respective maturity dates of the installments thereof, whether by acceleration or otherwise.

Section 9.4 Defense of Claims. Mortgagor shall promptly notify the Trustee and Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagee's interest in the Collateral, or any part thereof, and shall take such action, employing attorneys, as may be necessary to preserve Mortgagor's, the Trustee's and Mortgagee's rights affected thereby; and should Mortgagor fail or refuse to take any such action, the Trustee or Mortgagee may take the action on behalf of and in the name of Mortgagor and at Mortgagor's expense. Moreover, Mortgagee or the Trustee on behalf of Mortgagee may take independent action in connection therewith as they may in their discretion deem proper, and Mortgagor hereby agrees to make reimbursement for all sums advanced and all expenses incurred in such actions plus interest at a rate equal to the maximum interest rate provided in the Notes.

Section 9.5 Termination. If all the Obligations are paid in full and the covenants herein contained are well and truly performed, and if Mortgagor, the Trustee and Mortgagee intend at such time that this instrument not secure any obligation of Mortgagor thereafter arising, then the Trustee and Mortgagee shall, upon the request of Mortgagor and at Mortgagor's costs and expense, deliver within thirty (30) days to Mortgagor proper instruments executed by the Trustee and Mortgagee evidencing the release of this instrument in all jurisdictions in which it is filed for record. Until such delivery, this instrument shall remain and continue in full force and effect.

Section 9.6 Renewals, Amendments and Other Security. Renewals and extensions of the Obligations may be given at any time, amendments may be made to the agreements relating to any part of the Obligations or the Collateral, and Mortgagee may take or hold other security for the Obligations without notice to or consent of Mortgagor. The Trustee or Mortgagee may resort first to other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this instrument.

Section 9.7 Successor Trustees. The Trustee may resign in writing addressed to Mortgagee or be removed at any time with or without cause by an instrument in writing duly executed by Mortgagee. In case of the death, resignation or removal of the Trustee, a successor Trustee may be appointed by Mortgagee by instrument of substitution complying with any applicable requirements of law, and in the absence of any such requirement, without other formality than an appointment and designation in writing. Any appointment and designation will be full evidence of

the right and authority to make the same and of all facts therein recited. Upon the making of any appointment and designation, all the estate and title of the trustee in all of the Realty Collateral will vest in the named successor Trustee, and the successor will thereupon succeed to all the rights, powers, privileges, immunities and duties hereby conferred upon the Trustee. All references herein to the Trustee will be deemed to refer to the Trustee from time to time acting hereunder.

Section 9.8 Limitations on Interest. No provision of the Notes or other instruments constituting or evidencing any of the Obligations or any other agreement between the parties shall require the payment or permit the collection of interest in excess of the maximum non-usurious rate which Mortgagor may legally pay under applicable laws. The intention of the parties herein is to conform strictly to applicable usury laws now in force; the interest on the principal amount of the Notes and the interest on other amounts due under and/or secured by this instrument shall be held to be subject to reduction to the amount allowed under said applicable usury laws as now or hereafter construed by the courts having jurisdiction, and any excess interest paid shall be credited to Mortgagor.

Section 9.9 Effect of Instrument. This instrument shall be deemed and construed to be, and may be enforced as, an assignment, chattel mortgage or security agreement, contract, deed of trust, financing statement, financing statement filed as a fixture filing, and real estate mortgage, and as any one or more or them if appropriate under applicable state law. This instrument shall be effective as a financing statement filed as a fixture filing with respect to all Fixture Collateral and is to be filed for record in the Office of the County Clerk or other appropriate office of each county where any part of the Collateral, including Fixture Collateral is situated. This instrument shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to Section 10-103(5) (or corresponding provision) of the Uniform Commercial Code as enacted in the appropriate jurisdiction and is to be filed for record in the Office of the County Clerk or other appropriate office of each county where any part of the collateral is situated. A carbon, photographic, or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement.

Section 9.10 Unenforceable or Inapplicable Provisions. If any provision hereof or of any of the written instruments constituting part or all of the Obligations is invalid or unenforceable in any jurisdiction, whether with respect to all

parties hereto or with respect to less than all of such parties, the other provisions hereof and of the written instruments will remain in full force and effect in that jurisdiction with respect to the parties as to which such provision is valid and enforceable, and the remaining provisions hereof will be liberally construed in favor of Mortgagee in order to carry out the provisions hereof. The invalidity of any provision of this instrument in any jurisdiction will not affect the validity or enforceability of any provision in any other jurisdiction.

Section 9.11 Rights Cumulative. Each and every right, power and remedy given to Mortgagee herein or in any other written instrument relating to the Obligations will be cumulative and not exclusive; and each and every right, power and remedy whether specifically given herein or otherwise existing may be exercised from time to time and as 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 will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. A waiver by Mortgagee of any right or remedy hereunder or under applicable law on any occasion will not be a bar to the exercise of any right or remedy on any subsequent occasion.

Section 9.12 Non-Waiver. No act, delay, omission or course of dealing between Mortgagee and Mortgagor will be a waiver of any of Mortgagee's rights or remedies hereunder or under applicable law. No waiver, change or modification in whole or in part of this instrument or any other written instrument will be effective unless in a writing signed by Mortgagee.

Section 9.13 Mortgagee's Expenses. Mortgagor agrees to pay in full all expenses and reasonable attorneys' fees of Mortgagee which may have been or may be incurred by Mortgagee in connection with the collection of the Obligations and the enforcement of any of Mortgagor's obligations hereunder and under any documents executed in connection with the Obligations.

Section 9.14 Indemnification. Mortgagor shall indemnify Mortgagee and hold it harmless against, and Mortgagee shall not be liable for any loss, cost or damage, including without limitation attorneys', consultants' or management fees resulting from foreclosure actions resulting from exercise by Mortgagee of any right, power or remedy conferred upon it by this instrument or any other instrument pertaining hereto, or from the attempt or failure of Mortgagee to exercise any such right, power or remedy; and notwithstanding any provision hereof to the contrary, the foregoing indemnity shall in all respects continue and remain in full force

and effect even though all indebtedness and other sums secured hereby may be fully paid and the lien of this instrument released.

Section 9.15 Partial Releases. In the event Mortgagor sells for monetary consideration or otherwise any portion of the Oil and Gas Property, Mortgagee and Trustee shall release the lien of this instrument with respect to the portion sold, at the request of Mortgagor. No release from the lien of this instrument of any part of the Collateral by Mortgagee shall in anywise alter, vary or diminish the force, effect or lien of this instrument on the balance or remainder of the Collateral.

Section 9.16 Subrogation. This instrument is made with full substitution and subrogation of Mortgagee and Trustee in and to all covenants and warranties by others heretofore given or made in respect of the Collateral or any part thereof.

Section 9.17 Notice. All deliveries hereunder shall be deemed to have been duly given if actually delivered or mailed by registered or certified mail, postage prepaid, addressed as set forth above; if by mail, then as of the date of such mailing. Each party may, by written notice so delivered to the others, change the address to which delivery shall thereafter be made.

Section 9.18 Successors. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties.

Section 9.19 Interpretation.

(a) Article and section headings used in this instrument are intended for convenience only and shall be given no significance whatever in interpreting and construing the provisions of this instrument.

(b) As used in this instrument, "Mortgagee" and "Mortgagor" include their respective successors and assigns. Unless context otherwise requires, words in the singular number include the plural and in the plural number include the singular. Words of the masculine gender include the feminine and neuter gender and words of the neuter gender may refer to any gender.

Section 9.20 Counterparts. This instrument may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that to facilitate recordation, in particular counterparts hereof, portions of Exhibit "A" hereto which describe properties situated

in counties other than the county in which the counterpart is to recorded have been omitted.

Executed as of the Effective Date.

MORTGAGOR:

DENVERAMERICAN PETROLEUM,
a Ltd. Liability Co.

By John L. Schmidt
John L. Schmidt
General Manager

MORTGAGEE:

FIRST INTERSTATE BANK OF DENVER,
N.A.

ATTEST:

William Thompson
Assistant Secretary

By Mark E. Thompson
Mark E. Thompson
Vice President

TRUSTEE:

John C. Griebel
John C. Griebel, Trustee

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 11th day of September, 1922 by John L. Schmidt, General Manager of DenverAmerican Petroleum, a Ltd. Liability Co.

Witness my hand and official seal.

William Thompson
Notary Public

My commission expires:

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 9th
day of November 1992 by Mark E. Thompson, Vice
President, First Interstate Bank of Denver, N.A.

Witness my hand and official seal.

Shirley A. Keith
Notary Public

My commission expires:
Sept 29, 1994

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 9th
day of ~~September~~, 1992 by John C. Griebel, Trustee.
November

Witness my hand and official seal.

Shirley A. Keith
Notary Public

My commission expires:
Sept 29, 1994

EXHIBIT "A"

This EXHIBIT "A" consists of twenty-five (25) pages and is attached to and made a part of that certain Mortgage, Deed of Trust, Assignment of Proceeds, Security Agreement and Financing Statement by and between Denver American Petroleum, a Ltd. Liability Co., as Mortgagor, and First Interstate Bank of Denver, N.A., as Mortgagee, dated as of September 14, 1962

Spider Field
Desoto Parish, Louisiana.

<u>Lease Description</u>	<u>BPO Working Interest Percentage</u>	<u>BPO Net Working Interest Percentage</u>	<u>APO Working Interest Percentage</u>	<u>APO Net Working Interest Percentage</u>
<u>Waker Lease</u> T12N, R15W, Sec 36, 640 acres	2.8125000	2.2500000	1.9687500	1.5750000
<u>Lawitt Lease</u> T12N, R14W, Sec 31, 640 acres	2.3816380	1.905470	1.6672866	1.3332290
<u>Wofford Lease*</u> T11N, R14W, Sec 6, 640 acres	2.6953675	2.156333	1.8867920	1.5091351
<u>McDermore Lease</u> T11N, R14W, Sec 5, 640 acres	2.6755210	2.140416	1.8728647	1.4932912
<u>McCoy Lease</u> T11N, R14W, Sec 7, 640 acres	2.2895510	1.8316410	1.6006857	1.2821487

*Wofford A-1 currently in non-consent status.

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WELL

MILTON M. BAKER NO. 1 UNIT

UNIT

Milton M. Baker No. 1 Unit consisting of 640 acres in that certain HOSS RA SU J and being all of Section 36, Township 12 North, Range 15 West, as designated in the Louisiana Conservation Order No. 92-H-1, effective October 16, 1979, and recorded under Register No. 421022, DeSoto Parish, Louisiana.

OIL, GAS AND MINERAL LEASES

1. Oil and Gas Lease dated January 24, 1979, by and between Mae Lee Ellis, as Lessor and James N. Burgin, as Lessee, recorded in Conveyance Book 425, Page 581, Registry No. 412477, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-01.
2. Oil and Gas Lease dated January 29, 1979, by and between Ruth E. Sims, as Lessor and James N. Burgin, as Lessee, recorded under Registry No. 413067, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-02.
3. Oil and Gas Lease dated July 15, 1978, by and between Hattie Mae Santifer, as Lessor, and Maroski, Inc., as Lessee, recorded in Conveyance Book 415, Page 229, Registry No. 407131, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-03.
4. Oil, Gas and Mineral Lease dated August 10, 1978, by and between Huey Hogan, et al, as Lessor, and Maroski, Inc., as Lessee, recorded in Conveyance Book 419, Page 298, Registry No. 409012, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-04.
5. Oil, Gas and Mineral lease dated June 27, 1978, by and between Huey Hogan, et al, as Lessor, and Maroski, Inc., as Lessee, recorded in Conveyance Book 419, Page 430, Registry No. 409249, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-05.
6. Oil and Gas Lease dated October 30, 1975, by and between Eric Green, et al, as Lessor and B & D Investments, as Lessee, recorded under Registry No. 382300, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. 006-0051-12.
7. Oil and Gas Lease dated November 3, 1975, by and between Marie Higgins, as Lessor and B & D Investments, as Lessee, recorded under Registry No. 382318, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. 006-0051-13.
8. Oil and Gas Lease dated June 11, 1975, by and between Sudie Huey McKinney, et al, as Lessor and B & D Investments, as Lessee, recorded under Registry No. 379481, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. 006-0051-15.

9. Oil, Gas and Mineral Lease dated June 1, 1978, by and between Juanita C. Parker, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 412, Page 337, Registry No. 406222, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0054-00. Does not cover any depth from the surface down to the subsurface depth of 3,200'.
10. Oil, Gas and Mineral Lease dated June 14, 1978, by and between Calton Lumber Company, Inc., as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 74, Registry No. 407004, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0055-01. Does not cover any depth from the surface down to the subsurface depth of 3,200'.
11. Oil, Gas and Mineral Lease dated June 28, 1978, by and between Dovie Weeks Waddell, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 79, Registry No. 407005, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0056-02. Does not cover any depth from the surface down to the subsurface depth of 3,200'.
12. Oil, Gas and Mineral Lease dated May 30, 1975, by and between Paul D. Windham, as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 379470, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0057-00.
13. Oil, Gas and Mineral Lease dated June 10, 1975, by and between Solomon Ford, et al, as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 379770, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0058-01.
14. Oil, Gas and Mineral Lease dated June 10, 1975, by and between Riley Smith Ford, et al, as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 379471, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0058-02.
15. Oil, Gas and Mineral Lease dated June 10, 1975, by and between Lloyd C. Sims, Jr., as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 379472, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0058-03.
16. Oil, Gas and Mineral Lease dated June 11, 1975, by and between R. J. Infuso and Elizabeth Sims Loftis, Husband and wife, as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 379474, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0058-04.
17. Oil and Gas Lease dated April 4, 1978, by and between Eva Nell & Milburn, et al, as Lessor, and Transco Exploration Company as Lessee, recorded in Conveyance Book 412, Page 34, Registry No. 406223, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0059-00. Does not cover any depth from the surface down to the subsurface depth of 3,200'.
18. Oil, Gas and Mineral Lease dated June 10, 1975, by and between Norma Lee Hogan, as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 379476, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0060-01.
19. Oil, Gas and Mineral Lease dated June 14, 1975, by and between Pink Hogan, as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 379478, Conveyance

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Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0060-02.

20. Oil, Gas and Mineral Lease dated June 10, 1975, by and between Mrs. Ollie Mosley, et al. as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 382410, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0061-00.
21. Oil, Gas and Mineral Lease dated May 28, 1975, by and between Thomas Fred Wall, et al, as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 379474, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0062-00.
22. Oil and Gas Lease dated June 5, 1975, by and between James H. Taylor, et al, as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 379477, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0063-00.
23. Oil, Gas and Mineral Lease dated June 9, 1978, by and between Gordon B. Christian and Mamie D. Christian, husband and wife, as Lessor, and Transco Exploration Company, as Lessee recorded in Conveyance Book 415, Page 96, Registry No. 407006, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0064-00. Does not cover any depth from surface down to the subsurface depth of 3,200'.
24. Oil, Gas and Mineral Lease dated June 22, 1978, by and between Mrs. Delta S. Baker, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 87, Registry No. 407007, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0065-00. Does not cover any depth from the surface down to the subsurface depth of 3,200'.
25. Oil, Gas and Mineral Lease dated May 13, 1980, by and between Joe Atkins, as Lessor, and Transco Exploration Company, as Lessee, recorded under Registry No. 426867, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0066-00. Does not cover any depth from surface down to the subsurface depth of 3,200'.
26. Oil, Gas and Mineral Lease dated July 17, 1982, by and between Paul D. Preston, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 505, Page 801, Registry No. 448823, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0067-00.
27. Oil and Gas Lease dated April 14, 1978, by and between Milton M. Baker, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 413, Page 364, Registry No. 406888, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0068-00. Does not cover any depth from the surface down to the subsurface depth of 3,200'.
28. Oil, Gas and Mineral Lease dated February 20, 1981, by and between Joe Atkins, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 505, Page 807, Registry No. 448823, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0069-00. Does not cover any depth from the surface down to the subsurface depth of 3,200'.

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WELL

McCOY NO. 1 UNIT

McCoy No. 1 Unit consisting of 640 acres in that certain MOSS RA
SU E and being all of Section 7, Township 11 North, Range 14
West, more particularly described in Louisiana Conservation Order
No. 92-H-1, effective October 16, 1979, under Registry No.
421022, DeSoto Parish, Louisiana.

OIL AND GAS LEASES

1. Oil and Gas Lease dated April 14, 1978, by and between Milton M. Baker, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 412, Page 349, Registry No. 406225, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0031-00. Lease excludes depths from Surface to 3,200'.
2. Oil and Gas Lease dated April 14, 1978, by and between Rebecca Carol Baker Prudhomme, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 412, Page 329, Registry No. 406220, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0032-00. Lease excludes depths from Surface to 3,200'.
3. Oil and Gas Lease dated April 14, 1978, by and between Stephen Strubling Baker, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 412, Page 311, Registry No. 406221, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0033-00. Lease excludes depths from Surface to 3,200'.
4. Oil and Gas Lease dated April 14, 1978, by and between Robert Peyton Baker, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 50, Registry No. 406958, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0034-00. Lease excludes depths from Surface to 3,200'.
5. Oil and Gas Lease dated April 14, 1978, by and between Iva Nell Wilburn Tang Is, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 54, Registry No. 406959, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0035-00. Lease excludes depths from Surface to 3,200'.
6. Oil and Gas Lease dated April 14, 1978, by and between Cera Dale Wilburn, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 58, Registry No. 407000, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0036-00. Lease excludes depths from Surface to 3,200'.
7. Oil and Gas Lease dated April 14, 1978, by and between Milton M. Baker, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 51, See also No. 407006, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0037-00. Lease excludes depths from Surface to 3,200'.
8. Oil and Gas Lease dated January 9, 1980, by and between S. Carlton McCoy, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 402, Page 517, Registry No. 408074, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0038-00.

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WELL

W. B. HEWITT ESTATE NO. 1 UNIT

UNIT

W. B. Hewitt Estate No. 1 Unit consisting of 640 acres in that certain HOSS Ranch Unit C and being all of Section 31, Township 12 North, Range 11 West, as designated in the Louisiana Conservation Order No. 92-W-1, effective October 16, 1979, and recorded under Register No. 421022, DeSoto Parish, Louisiana.

OIL, GAS AND MINERAL LEASES

1. Oil, Gas and Mineral Lease dated May 2, 1979, by and between Marvin C. Thompson, et al, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 427, Page 433, Registry No. 415328, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0050-01.
2. Oil, Gas and Mineral Lease dated May 14, 1979, by and between Jan Roy Allen, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 428, Page 821, Registry No. 417170, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0050-02.
3. Oil, Gas and Mineral Lease dated May 14, 1979, by and between Linda Jo Barfield, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 428, Page 169, Registry No. 416927, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0050-03.
4. Oil, Gas and Mineral Lease dated May 14, 1979, by and between Robert B. Allen, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 428, Page 25, Registry No. 416111, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0050-04.
5. Oil, Gas and Mineral Lease dated July 13, 1979, by and between Guy V. Allen, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 287, Registry No. N/A, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0050-05.
6. Oil, Gas and Mineral Lease dated December 26, 1978, by and between Elizabeth R. Jones, et al, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 426, Page 419, Registry No. 412226, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0050-06.
7. Oil, Gas and Mineral Lease dated June 9, 1978, by and between Wiley W. Heard, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 418, Page 141, Registry No. 415912, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-019-1035-07.
8. Oil, Gas and Mineral Lease dated May 16, 1978, by and between G. W. Jones, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 418, Page 143, Registry No. 415914, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-019-1035-08.
9. Oil, Gas and Mineral Lease dated November 28, 1978, by and between Lore May Carr, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 424, Page 501, Registry No. 411004, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0050-09.
10. Oil, Gas and Mineral Lease dated January 24, 1978, by and

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Lessee, recorded in Conveyance Book 425, Page 581, Registry No. 412477, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-01.

11. Oil, Gas and Mineral Lease dated January 29, 1979, by and between Ruth E. Sims, as Lessor, and James N. Burgin, as Lessee, recorded under Registry No. 413367, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-02.
12. Oil, Gas and Mineral Lease dated December 20, 1978, by and between Mattie Mae Santifer, et vir, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 425, Page 423, Registry No. 412226, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-03.
13. Oil, Gas and Mineral Lease dated December 30, 1978, by and between Artis Hogan, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 425, Page 427, Registry No. 412227, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-04.
14. Oil, Gas and Mineral Lease dated January 24, 1979, by and between Elyessie Gregg, et al, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 426, Page 206, Registry No. 413175, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-05.
15. Oil, Gas and Mineral Lease dated January 24, 1979, by and between Huey P. Hogan, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 425, Page 565, Registry No. 412478, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-06.
16. Oil, Gas and Mineral Lease dated January 9, 1979, by and between J. M. Colvin, Jr., et al, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 427, Page 129, Registry No. 414610, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-07.
17. Oil, Gas and Mineral Lease dated January 24, 1979, by and between Essie Ray Walton, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 427, Page 429, Registry No. 415127, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-11.
18. Oil, Gas and Mineral Lease dated October 30, 1978, by and between Mrs Green and wife Stole Mrs Green, as Lessor, and B&O Investments, as Lessee, recorded under Registry No. 382300, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-12.
19. Oil, Gas and Mineral Lease dated November 1, 1978, by and between Marie Williams, as Lessor, and B&O Investments, as Lessee, recorded under Registry No. 382318, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-13.
20. Oil, Gas and Mineral Lease dated June 10, 1978, by and between Clyde C. Sims, as Lessor, and B&O Investments, as Lessee, recorded under Registry No. 378471, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-14.
21. Oil, Gas and Mineral Lease dated June 11, 1978, by and between Gladie Hogan McHenry, et al, as Lessee, and B&O Investments, as Lessee, recorded under Registry No. 378480, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0051-15.

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22. Oil, Gas and Mineral Lease dated July 27, 1978, by and between John Lee Wofford, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 416, Page 774, Registry No. 408327, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0052-00.
23. Oil, Gas and Mineral Lease dated April 14, 1978, by and between Milton M. Baker, et al, as Lessee, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 412, Page 359, Registry No. 406227, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0053-00.
24. Oil, Gas and Mineral Lease dated January 7, 1946, by and between Howard Mitchell, et ux, as Lessor, and Travis O. Wright, as Lessee, recorded in Conveyance Book 161, Page 233, Registry No. 174730, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0068-00.
25. Oil, Gas and Mineral Lease dated February 1, 1950, by and between Ford Smith, Sr., as Lessor, and M. J. Ryan, as Lessee, recorded in Conveyance Book 163, page 568, Registry No. 01012, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0069-01.
26. Oil, Gas and Mineral Lease dated December 22, 1953, by and between Frank Meier, as Lessor, and Phillips Petroleum Company, as Lessee, recorded in Conveyance Book 203, Page 1, Registry No. 234821, Conveyance Records, DeSoto parish, Louisiana. ENSCO Lease No. LA-006-0069-02.
27. Oil, Gas and Mineral Lease dated February 17, 1955, by and between P. C. Reeves, et al, as Lessor, and Phillips Petroleum Company and Kerr-McGee Oil Industries, Inc., Lessees, recorded in Conveyance Book 209, Page 295, Registry No. 242240, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0070-00.
28. Oil, Gas and Mineral Lease dated June 4, 1952, by and between W. B. Hewitt, as Lessor, and S. E. Davies, as Lessee, recorded in Conveyance Book 194, Page 331, Registry No. N/A, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0072-00.
29. Oil, Gas and Mineral Lease dated July 2, 1952, by and between Iva Scribbling Baker, et al, as Lessor, and S. E. Davies, as Lessee, recorded in Conveyance Book 194, Page 507, Registry No. N/A, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0073-00.
30. Oil, Gas and Mineral Lease dated June 27, 1952, by and between John L. Wofford, as Lessor, and S. E. Davies, as Lessee, recorded in Conveyance Book 194, Page 377, Registry No. 24182, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0074-01.
31. Oil, Gas and Mineral Lease dated June 19, 1952, by and between James H. Dugan, as Lessor, and S. E. Davies, as Lessee, recorded in Conveyance Book 194, Page 395, Registry No. 43174, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0074-02.
32. Oil, Gas and Mineral Lease dated July 31, 1952, by and between Blanche Corple Golden, et al, as Lessor, and S. E. Davies, as Lessee, recorded in Conveyance Book 194, Page 411, Registry No. N/A, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0074-03.

WELL

SKIDMORE NO. 1 UNIT

UNIT

Skidmore No. 1 Unit consisting of 640 acres in that certain MOSS RA SU A and being all of Section 5, Township 11 North, Range 14 West, more particularly described in Louisiana Conservation Order No. 92-H-1, effective October 16, 1979, under Registry No. 421002, DeSoto Parish, Louisiana.

OIL, GAS AND MINERAL LEASES

1. Oil, Gas and Mineral Lease dated January 17, 1979, by and between Jane Lesh Murphy, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 427, Page 441, Registry No. 415330, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0027-01.
2. Oil, Gas and Mineral Lease dated January 17, 1979, by and between Lucy D. Lesh, et al, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 427, Page 437, Registry No. 415329, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0027-02.
3. Oil, Gas and Mineral Lease dated February 21, 1979, by and between Jerome Templeton, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 427, Page 619, Registry No. 415715, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0027-03.
4. Oil, Gas and Mineral Lease dated December 20, 1978, by and between Dudley J. LeBlanc, Jr., et al, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 427, Page 239, Registry No. N/A, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0027-04.
5. Oil, Gas and Mineral Lease dated January 16, 1979, by and between Rowena Armistead, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 427, Page 246, Registry No. 416774, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0027-05.
6. Oil, Gas and Mineral Lease dated January 16, 1979, by and between D. G. McCall, et al, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 427, Page 403, Registry No. 416773, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0027-06.
7. Oil, Gas and Mineral Lease dated April 26, 1979, by and between William Cain Hopperman, as Lessor, and Hibernia Exploration Company, as Lessee, recorded in Conveyance Book 427, Page 404, Registry No. 415714, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0027-07.
8. Oil, Gas and Mineral Lease dated December 28, 1978, by and between Willie E. Exline, et al, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 427, Page 407, Registry No. 416772, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0027-08.
9. Oil, Gas and Mineral Lease dated May 29, 1979, by and between Willie E. Exline, et al, as Lessor, and Hibernia Exploration Company, as Lessee, recorded in Conveyance Book 427, Page 408, Registry No. 416771, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0027-09.

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10. Oil, Gas and Mineral Lease dated January 4, 1979, by and between Clarice Bowden Taylor, et al, as Lessor, and James N. Burgin, as Lessee, recorded in Conveyance Book 425, Page 431, Registry No. 412249, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0028-02.

11. Oil, Gas and Mineral Lease dated May 23, 1979, by and between Mable F. Bowden, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 428, Page 131, Registry No. 416523, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0028-03.

12. Oil, Gas and Mineral Lease dated May 1, 1979, by and between The Hunter Company, Inc., as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 428, Page 173, Registry No. N/A, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-01.

13. Oil, Gas and Mineral Lease dated June 29, 1979, by and between William J. Nesbitt, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 428, Page 625, Registry No. 417171, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-02.

14. Oil, Gas and Mineral Lease dated July 4, 1979, by and between Alvin M. Jackson, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 77, Registry No. 417411, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-03.

15. Oil, Gas and Mineral Lease dated July 4, 1979, and between M. E. McCain, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 81, Registry No. 417412, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-04.

16. Oil, Gas and Mineral Lease dated July 11, 1979, by and between John C. Marshall, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 65, Registry No. 417413, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-05.

17. Oil, Gas and Mineral Lease dated July 20, 1979, by and between Flossie H. Courtney, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 69, Registry No. 417414, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-06.

18. Oil, Gas and Mineral Lease dated July 26, 1979, by and between Ellen Landers Gattie, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 91, Registry No. 417415, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-07.

19. Oil, Gas and Mineral Lease dated July 26, 1979, by and between Steve Givens, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 97, Registry No. 417416, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-08.

20. Oil, Gas and Mineral Lease dated July 26, 1979, by and between Wilfred A. Hudson, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 101, Registry No. N/A, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-09.

21. Oil, Gas and Mineral Lease dated August 14, 1979, by and between Wilfred Hudson, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 105, Registry No. N/A, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-10.

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22. Oil, Gas and Mineral Lease dated August 2, 1979, by and between R. M. Wilson, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 652, Registry No. 418399, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-11.
23. Oil, Gas and Mineral Lease dated August 9, 1979, by and between First National Bank of Mansfield, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 429, Page 656, Registry No. 418400, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-12.
24. Oil, Gas and Mineral Lease dated August 1, 1979, by and between Roger Harold Fincher, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 430, Page 81, Registry No. 418698, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-13.
25. Oil, Gas and Mineral Lease dated August 29, 1979, by and between S. H. Davis Company, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 430, Page 85, Registry No. 418899, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-14.
26. Oil, Gas and Mineral Lease dated August 29, 1979, by and between St. Germain Company, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 430, Page 89, Registry No. 418900, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-15.
27. Oil, Gas and Mineral Lease dated August 30, 1979, by and between Dale Thauwald, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 430, Page 467, Registry No. 419403, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-16.
28. Oil, Gas and Mineral Lease dated August 1, 1979, by and between Elizabeth Hall Hunter, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 430, Page 466, Registry No. 419414, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-17.
29. Oil, Gas and Mineral Lease dated August 29, 1979, by and between Helen Ball Conneland, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 430, Page 471, Registry No. 419415, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-18.
30. Oil, Gas and Mineral Lease dated August 19, 1979, by and between Marian Ball Mayer, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 430, Page 474, Registry No. 419416, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-19.
31. Oil, Gas and Mineral Lease dated August 14, 1979, by and between M. B. Schneider, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 430, Page 478, Registry No. 419417, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-20.
32. Oil, Gas and Mineral Lease dated May 28, 1979, by and between Harry Keith Sigman, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 430, Page 481, Registry No. 419418, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0029-21.

33. Oil, Gas and Mineral Lease dated May 17, 1979, by and between Mrs. Hazel Bailey Haskins, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 428, Page 145, Registry No. 416527, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0030-02.
34. Oil, Gas and Mineral Lease dated May 17, 1979, by and between Ruth Jean Cludeau Duncan, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 428, Page 149, Registry No. 416527, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0030-03.
35. Oil, Gas and Mineral Lease dated May 31, 1979, by and between Sarah M. Magglo, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 428, Page 153, Registry No. 416528, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0030-04.
36. Oil, Gas and Mineral Lease dated May 31, 1979, by and between Gloria M. Paris Cosmea, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 428, Page 157, Registry No. 416529, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0030-05.
37. Oil, Gas and Mineral Lease dated May 31, 1979, by and between Betty Y. Parish Matheson, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 428, Page 161, Registry No. 416530, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0030-06.
38. Oil, Gas and Mineral Lease dated May 17, 1979, by and between Joe M. Thomas, Jr., as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 428, Page 165, Registry No. 416531, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0030-07.
39. Oil, Gas and Mineral Lease dated September 25, 1979, by and between William Exploration Company, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 430, Page 168, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0030-08.

WELL

J. B. WOFFORD "A"-1 UNIT
(Replacement Well for Temple No. 1)

UNIT

Wofford "A"-1 Unit consisting of 640 acres and being all of Section 6, Township 14 North, Range 14 West and more particularly, described in Louisiana Conservation Order 92-K-1, effective October 10, 1979 under Registry No. 40002, DeSoto Parish, Louisiana.

OIL, GAS AND MINERAL LEASES

1. Oil, Gas and Mineral Lease dated June 12, 1978 by and between Merrill S. Temple, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 412, Page 161, Registry No. 40002, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0030-09.
2. Oil, Gas and Mineral Lease dated December 11, 1978 by and between Carlton DeSoto Morris, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 407, Page 166, Registry No. 40003, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0030-10.

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3. Oil, Gas and Mineral Lease dated October 8, 1978 by and between Alvin Dale Metcalf, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 416, Page 786, Registry No. 408350, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0007-00.
4. Oil, Gas and Mineral Lease dated June 15, 1978 by and between Nancyd Temple, et ux, and William E. Fulton, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded under Registry No. 407692, Conveyance Records, DeSoto Parish, Louisiana. ENSCO LA-006-0008-00.
5. Oil, Gas and Mineral Lease dated June 20, 1978 by and between The New Bethany Cumberland Presbyterian Church, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 70, Registry No. 407003, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0009-00. Does not cover depths from surface down to subsurface depth of 3,200 feet.
6. Oil, Gas and Mineral Lease dated July 14, 1978 by and between Jim R. Bath, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 92, Registry No. 407008, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0010-00.
7. Oil, Gas and Mineral Lease dated April 24, 1978 by and between Mrs. Reba Anthony Thompson, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 66, Registry No. 407002, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0011-00. Does not cover depths from surface down to subsurface depth of 3,200 feet.
8. Oil, Gas and Mineral Lease dated June 12, 1978 by and between Truman P. Blue, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 412, Page 377, Registry No. 406231, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0012-00.
9. Oil, Gas and Mineral Lease dated June 12, 1978 by and between Audrey Lee Mantooth, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 412, Page 373, Registry No. 406230, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0013-00.
10. Oil, Gas and Mineral Lease dated April 24, 1978 by and between Florence M. Anthony, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 369, Registry No. 406229, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0014-00.
11. Oil, Gas and Mineral Lease dated April 24, 1978 by and between Milton M. Baker, et al, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 412, Page 354, Registry No. 406226, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0015-00.
12. Oil, Gas and Mineral Lease dated February 1, 1979 by and between The Shady Grove United Methodist Church, as Lessor, and James W. Ehrlich, as Lessee, recorded in Conveyance Book 416, Page 703, Registry No. 410174, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0016-00.
13. Oil, Gas and Mineral Lease dated June 17, 1978 by and between McDougall D. Wharton, as Lessor, and B & D Investments, as Lessee, recorded under Registry No. 379485, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0017-00.

14. Oil, Gas and Mineral Lease dated April 16, 1975 by and between McCoy Brothers Lumber Company, Inc., as Lessor, and Phillips Petroleum Company, as Lessee, recorded under Registry No. 380920, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0018-00.
15. Oil, Gas and Mineral Lease dated July 27, 1978 by and between John Lee Wofford, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 416, Page 779, Registry No. 408325, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0001-00.
16. Oil, Gas and Mineral Lease dated July 27, 1978 by and between John Lee Wofford, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 416, Page 766, Registry No. 408325, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0002-00.
17. Oil, Gas and Mineral lease dated May 23, 1978 by and between Hugh B. Glancy, as Lessor, and Transco Exploration Company, as Lessee, recorded under Registry No. 405583, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0003-01.
18. Oil, Gas and Mineral Lease dated June 15, 1978 by and between Guy Berton Love, as Lessor, and Transco Exploration Company, as Lessee, recorded in Conveyance Book 415, Page 10, Registry No. 406996, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0003-02.
19. Oil, Gas and Mineral Lease dated May 23, 1978 by and between David Minian Glancy, et ux, as Lessor, and Transco Exploration Company, as Lessee, recorded under Registry No. 405584, Conveyance Records, DeSoto Parish, Louisiana. ENSCO Lease No. LA-006-0004-00.

All of the above Oil, Gas and Mineral Leases are recorded on the Conveyance Records of DeSoto Parish, Louisiana.

The above described Wells, Units and Leases are subject to the following:

- A. The terms and provisions of each of said leases, the Assignments affecting interests in said leases, all beginning royalty interest assignments and other instruments filed for record in the records of DeSoto Parish, Louisiana.
- B. Letter Agreements and Operating Agreements dated March 21, 1978, between Transco Exploration Company, as Operator, et al, John P. Blocker and Duane J. Farris, as Non-Operators.
- C. Letter Agreement dated April 17, 1978, between Transco Exploration Company, John A. Blocker, Duane J. Farris and Exploration and Development Corporation.

JAC. 7181 10/1/78

- D. Letter Agreement dated July 21, 1978, between Transco Exploration Company, John R. Blocker, Duane J. Fritz and Exploration and Development Corporation.
- E. Gas Purchase Agreement dated September 18, 1979, between TMO Operating Company and, et al, as Sellers and Transcontinental Gas Pipe Line Corporation as Buyer, as amended by Omnibus Contract Amendment and Settlement Agreement dated October 1, 1987 by and among Transcontinental Gas Pipe Line Corporation, John R. Blocker, The Blocker Drilling Partnership and The Blocker Drilling Partnership 1980-1.
- F. Joint Operating Agreement dated April 10, 1980 effective October 1, 1978, by and between Transco Exploration Company as Operator and The Blocker Drilling Partnership, et al, as Non-Operators covering the McCoy Well and Unit.
- G. Joint Operating Agreement dated November 20, 1981 between Transco Exploration Company as Operator and The Blocker Drilling Partnership et al as Non-Operator covering the Skidmore Well and Unit.
- H. ~~Joint Operating Agreement dated May 14, 1985 by and between TMO Production Corporation as Operator and TWP Operating Company, et al as Non-Operators covering the Jumboville Well and Unit.~~
- Sub
copy*
- I. Joint Operating Agreement dated August 1, 1979 between Transco Exploration Company, as Operator, and The Blocker Drilling Partnership et al as Non-operators covering the Hewitt Estate Well and Unit.
- J. Joint Operating Agreement dated November 23, 1981, between Transco Exploration Company, as Operator and The Blocker Drilling Partnership et al, as Non-Operators covering the Skidmore Well and Unit.
- K. Joint Operating Agreement dated _____ between Transco Exploration Company, as Operator, and The Blocker Drilling Partnership et al as Non-Operators, covering the Temple No. 1 Well and Unit and the Wofford well drilled as a substitute unit well on such well.
- L. Omnibus Contract Amendment and Settlement Agreement dated October 17, 1987 between Transcontinental Gas Pipe Line Corporation and John R. Blocker et al.
- M. All other valid contracts and agreements affecting the interest of John R. Blocker in any of the above described wells, units or leases.

The interest of John R. Blocker in the Wofford 1-A Well is subject to partial well cost recoupment rights as provided under the non-consent provisions of the Unit Operating agreement.

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BLOCK 275, EUGENE ISLAND AREA
OUTER CONTINENTAL SHELF
OFFSHORE LOUISIANA

Federal Oil and Gas Lease OCS-G 0988:

Oil and Gas Lease dated May 10, 1962, effective June 1, 1962, designated OCS-G 0988, executed by the United States of America, as Lessor, and Texaco Inc. and Pan American Petroleum Corporation, as Lessee, covering approximately 5,000 acres, described in said Lease as "Block 275, Eugene Island Area, South Addition, as shown on official leasing map La. No. 4A Outer Continental Shelf Leasing Map, Louisiana Offshore operations.

Subject to the terms and provision of the following:

1. Letter Agreement dated July 31, 1986 between Texaco Inc. and Texaco Producing Inc., and Huffco Petroleum Corporation, and letters of acceptance dated August 1, 1986 and August 15, 1986 between Huffco Petroleum Corporation and Texaco Producing Inc.
2. Letter Agreement dated October 20, 1986 between Texas Inc. and Texaco Producing Inc. and Amoco Production Company and Huffco Petroleum Corporation.
3. Gas Purchase Contract dated June 30, 1982 between Texaco Inc. and Southern Natural Gas Company.
4. Letter Agreement dated August 15, 1986 between Amoco Production Company and Huffco Petroleum Corporation.
5. Letter Agreement dated November 20, 1986 between Texaco Inc. and Huffco Petroleum Corporation.

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6. Participation Agreement dated December 2, 1986 between Huffco Petroleum Corporation and Cordova Resources, Inc. and all exhibits attached thereto, including the Offshore Operating Agreement dated effective December 2, 1986.
7. Act of Sale and Assignment dated December 3, 1986 from Texaco, Inc., Assignor, to Huffco Petroleum Corporation, Assignee approved by Minerals Management Service effective September 5, 1986.
8. Assignment of Record Title Interest and Other Properties, dated effective September 5, 1986, from Amoco Production Company, Assignor, to Huffco Petroleum Corporation, Assignee, approved by Minerals management Service effective September 5, 1986.
9. Assignment dated August 12, 1988, from Huffco Petroleum Corporation, Assignor to Willbros Energy Services Company, Assignee, approved by the Mineral Management Service on October 7, 1988.
10. Assignment of Interest dated September 19, 1989 from Willbros Energy Services company, Assignor, to Elf Aquitaine Operating, Inc., Assignee.
11. Agreement, dated as of April 1, 1986, between Huffco Petroleum Corporation, et al and Southern Natural Gas Company.
12. Assignment dated July 1, 1989, between Willbros Energy Services Company and Energy Equipment Resources, Inc.

Working Interest

.82030708%

Net Revenue Interest

.5639670%

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BLOCK 260, EUGENE ISLAND AREA
OUTER CONTINENTAL SHELF
OFFSHORE LOUISIANA

Federal Oil and Gas Lease OCS-G 1891:

Oil and Gas Lease dated January 27, 1969, effective February 1, 1969, executed by the United States of America, as Lessor, and Texaco Inc., or Lessee, bearing Serial No. OCS-G 1891, covering approximately 1,250 acres described in said Lease as "Block 260, SE 1/4 Eugene Island Area, Official Leasing Map No. 4."

Subject to the terms and provision of the following:

1. Letter Agreement dated July 31, 1966 between Texaco Inc. and Texaco Producing Inc., and Huffco Petroleum Corporation, and letters of acceptance dated August 1 and August 15, 1966 from Huffco Petroleum Corporation to Texaco Inc. and Texaco Producing Inc.
2. Letter Agreement dated November 20, 1966 between Texaco Inc. and Texaco Producing Inc. and Huffco Petroleum Corporation.
3. Gas Purchase Contract dated June 30, 1972 between Texaco Inc. and Southern Natural Gas Company, as from time to time amended.
4. Act of Sale and Assignment dated December 3, 1966 from Texaco Producing, Inc. Assignor, to Huffco Petroleum Corporation, Assignee, approved by Minerals Management Service effective August 7, 1966.
5. Participation Agreement dated December 2, 1966 between Huffco Petroleum Corporation and Conoco Resources Inc. and all

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exhibits attached thereto including the Offshore Operating Agreement dated effective December 2, 1986.

6. Assignment dated August 12, 1988 from Huffco Petroleum Corporation, Assignor, to Willbros Energy Services Company, Assignee, approved by Mineral Management Services on October 7, 1988.
7. Assignment of Interest dated September 19, 1989 from Willbros Energy Services company, Assignor, to Elf Aquitaine Operating, Inc., Assignee.
8. Agreement dated as of April 1, 1988, between Huffco Petroleum Corporation, et al and Southern Natural Gas Company.
9. Assignment of Interest dated November 27, 1989 from WILLBROS ENERGY SERVICES COMPANY, assignor, to ENERGY EQUIPMENT RESOURCE, INC.

Working Interest
.82030725%

Net Revenue Interest
.5742462%

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Coffield-Osage No. 1 Well - Railroad Commission No. 17867

1. Lease No.: GP-131-16A
Date: October 1, 1979
Lessor: Texas Osage Royalty Pool, Inc.
Lessee: General Petroleum Corporation
Recorded: Volume 328, Page 211, Deed Records,
Lee County, Texas

2. Lease No.: GP-131-16B
Date: June 22, 1979
Lessor: Robert L. Ellett, et al
Co-Ind. Extrs.
Lessee: General Petroleum Corporation
Recorded: Volume 328, Page 001, Deed Records,
Lee County, Texas

3. Lease No.: GP-131-16C
Date: April 3, 1984
Lessor: Flag-Redfern Oil Company
Lessee: General Production Company, Inc.
Recorded: Volume 453, Page 443, Real Property
Records, Lee County, Texas

INSOFAR AND ONLY INSOFAR AS said leases cover lands which are included in the following described proration unit:

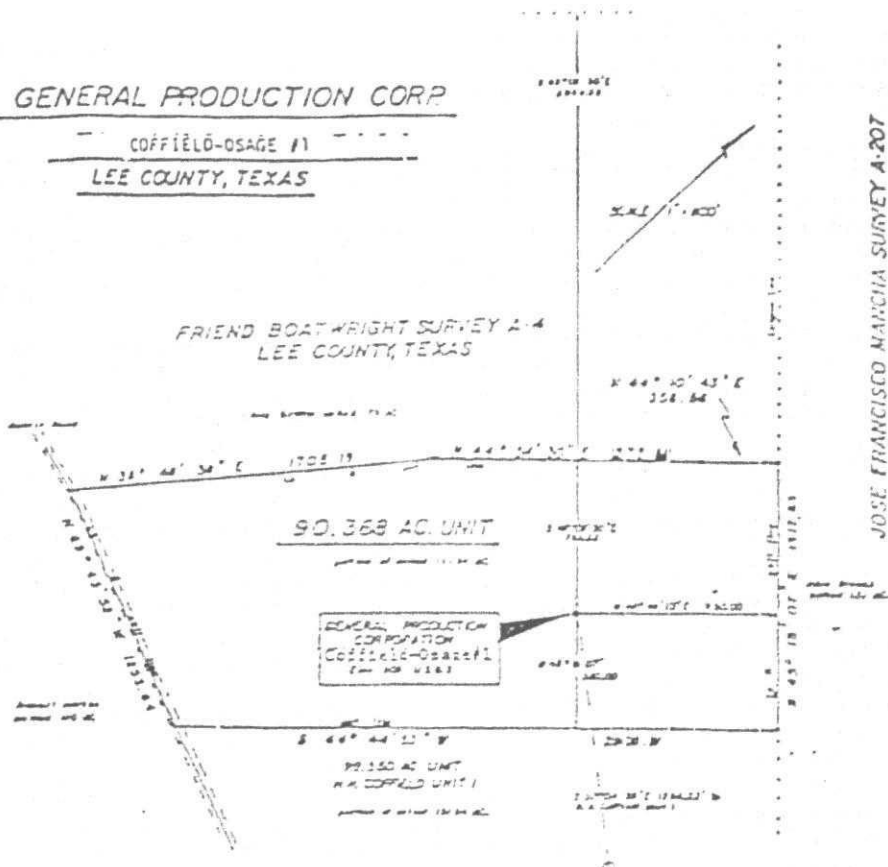
80.368 acres of land, more or less, out of the Freind Boatwright Survey, 7-4, Lee County, Texas, as described in Oil and Gas Lease dated April 3, 1984, executed by Flag-Redfern Oil Company to General Production Company, Inc., recorded in Volume 453, Page 443, Real Property Records of Lee County, Texas.

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GENERAL PRODUCTION CORP

COFFIELD-OSAGE #1
LEE COUNTY, TEXAS

FRIEND BOATWRIGHT SURVEY A-4
LEE COUNTY, TEXAS



JOSE FRANCISCO MANCHA SURVEY A-207

WELL: General Production Corporation
Coffield-Osage #1

LOCATION: 1584.85 ft. from the Northwest line and 850.00 ft. from the Northwest line of the Friend Boatwright Survey A-4, Lee County, Texas.

ELEVATION: 305.00 (U.S.C.S.)

CONCLUSION:

I, John E. Pledger, III, Registered Public Surveyor, do hereby certify that this plat accurately shows the location of the General Production Corporation Coffield-Osage Number #1 Well as a 90.368 acre unit as staked on the ground under my supervision on April 6, 1922 in the Friend Boatwright Survey A-4, Lee County, Texas.

John E. Pledger, III
John E. Pledger, III
Reg. Public Surveyor 2123
1300 West Main Street
P. O. Box 1736
Brownsville, Texas 77802
712/834-6601

April 7, 1922

Date



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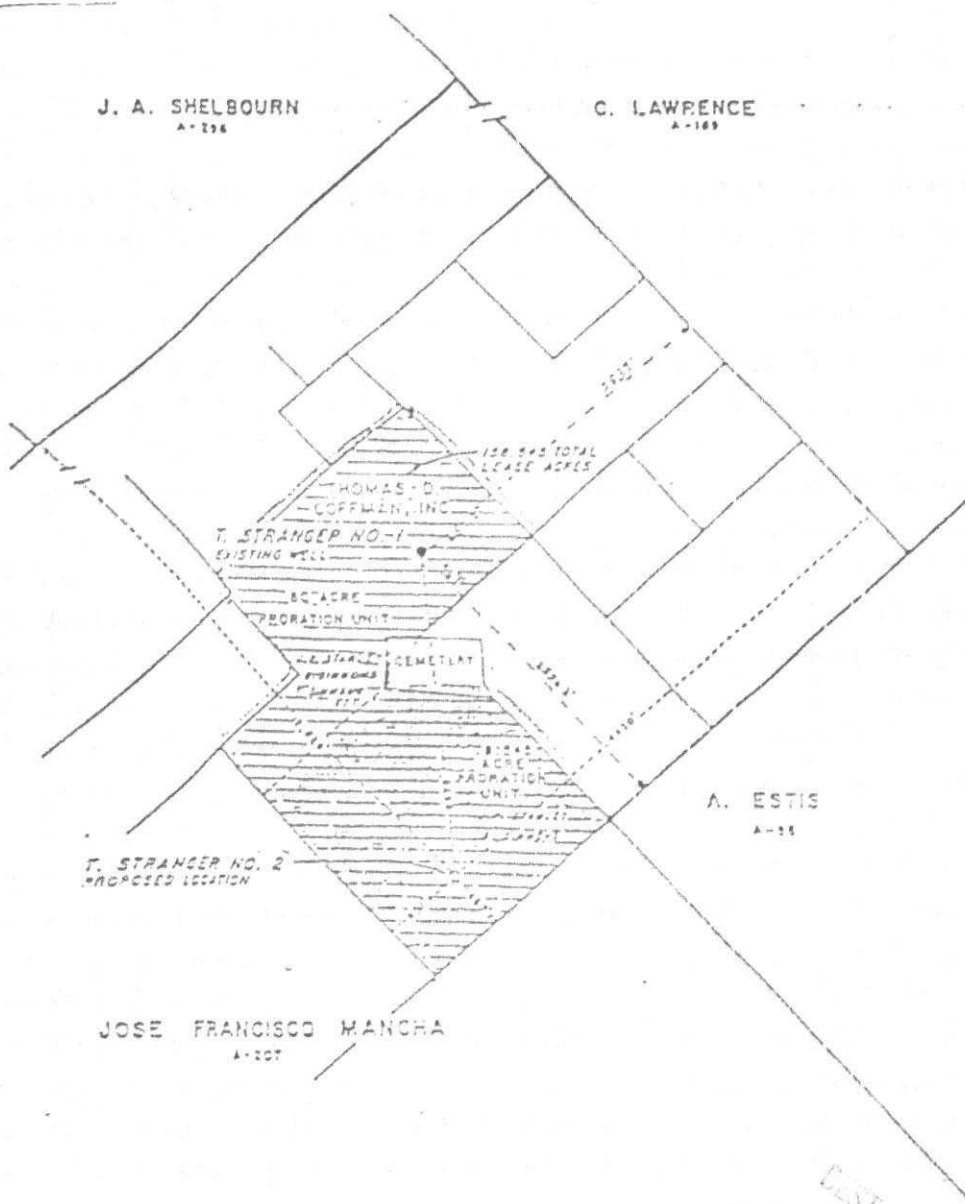
T. STRANGER NO. 1

- (1) Oil and Gas Lease dated July 25, 1977, by and between Bail Simmons, et ux, as Lessors, and Larry J. Lynn, as Lessee, recorded Volume 275, Page 463, Deed Records of Lee County, Texas;
- (2) Oil and Gas Lease dated July 23, 1977, by and between J. Stanley, Sr., et al, as Lessors, and Larry J. Lynn, as Lessee, recorded in Volume 274, Page 406, Deed Records of Lee County, Texas;
- (3) Oil and Gas Lease dated May 19, 1978, by and between the Estate of Tillie Simms, as Lessor, and Larry J. Lynn, as Lessee, recorded Volume 298, Page 142, Deed Records of Lee County, Texas;

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J. A. SHELBOURN
A-226

C. LAWRENCE
A-169



JOSE FRANCISCO MANCHA
A-207

A. ESTIS
A-25

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THOMAS D. COFFMAN, INC.
PLAT SHOWING PROPOSED WELL LOCATION OF
THOMAS D. COFFMAN, INC., T. STRANGER NO. 2
1988

T. STRANGER NO. 2

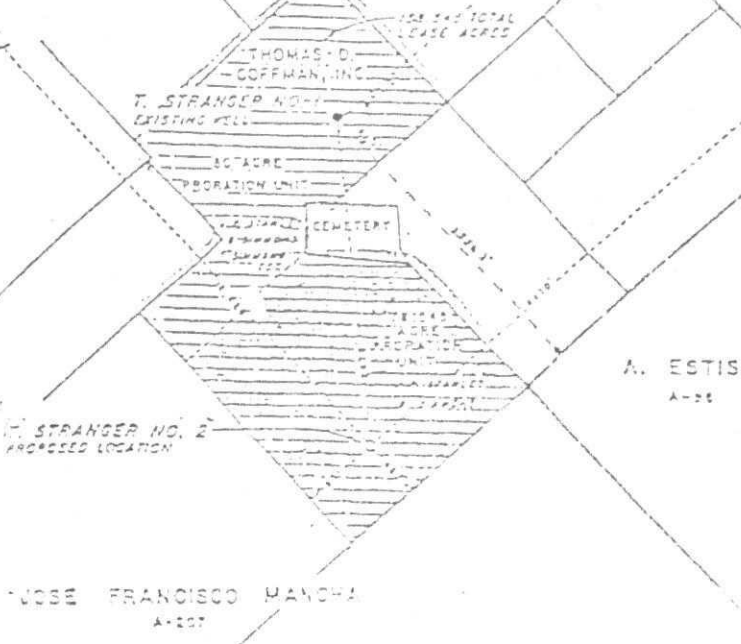
(1) Oil and Gas Lease dated July 23, 1977, by and between J. P. Stanley Sr., et al, as Lessors, and Larry J. Lynn, as Lessee, recorded in Volume 274, Page 46, Deed Records of Lee County, Texas;

(2) Oil and Gas Lease dated July 23, 1977, by and between Bailey Simmons, et ux, as Lessors, and Larry J. Lynn, as Lessee, recorded in Volume 275, Page 463, Deed Records of Lee County, Texas;

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J. A. SHELBOURN
A-296

C. LAWRENCE
A-189



T. STRANGER NO. 2
PROPOSED LOCATION

A. ESTIS
A-26

JOSE FRANCISCO MANCHA
A-207

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22 00 75
SCALE 1" = 200'

THOMAS D. COFFMAN, INC.
PLAT SHOWING PROPOSED WELL LOCATION OF
THOMAS D. COFFMAN, INC., T. STRANGER NO.
2, IN JOSE FRANCISCO MANCHA, A-207, LEE
COUNTY, MISSISSIPPI

Schedule I

2

LEASE	FIELD	OIL PURCHASER	GAS PURCHASER
SKIDMORE 1	SPIDUT DOME	GRAHAM RESOURCES	GRAHAM RESOURCES
VAULTGRASS 1	SPIDUT DOME	GRAHAM RESOURCES	GRAHAM RESOURCES
HENSHLEY 1	SPIDUT DOME	GRAHAM RESOURCES	GRAHAM RESOURCES
ROCAV 1	SPIDUT DOME	GRAHAM RESOURCES	GRAHAM RESOURCES
ZACHRY 1	SPIDUT DOME	GRAHAM RESOURCES	GRAHAM RESOURCES
BAKHALI	SPIDUT DOME	GRAHAM RESOURCES	GRAHAM RESOURCES
GILLEM	SPIDUT DOME	GRAHAM RESOURCES	GRAHAM RESOURCES
EUGENE ISLAND 17	EUGENE ISLAND 260/275	DELMAR	DELMAR
EUGENE ISLAND 17D	EUGENE ISLAND 260/275	DELMAR	DELMAR
EUGENE ISLAND 18	EUGENE ISLAND 260/277	DELMAR	DELMAR
EUGENE ISLAND 18D	EUGENE ISLAND 260/279	DELMAR	DELMAR
EUGENE ISLAND 19	EUGENE ISLAND 260/279	DELMAR	DELMAR
ELWITE	GIDDINGS	-	WESTERN GAS
STARGELY 1	GIDDINGS	PIBBRO	WESTERN GAS
DANN'S 112	GIDDINGS	PIBBRO	WESTERN GAS
GARDNER HOLLOW 1	GIDDINGS	PIBBRO	GEM
GARDNER 1, 2, 3	GIDDINGS	PIBBRO	CLAYTON
EDMOND, EUGENE 11	GIDDINGS	PIBBRO	CLAYTON
JONES 11, 12, 13, 14	GIDDINGS	PIBBRO	CLAYTON
LAUREL 11, 12, 13, 14	GIDDINGS	PIBBRO	CLAYTON
ROBERTSON 1	GIDDINGS	PIBBRO	CLAYTON
THE SPOONBENDS	GIDDINGS	-	WESTERN GAS
SCARBLETT, TERESA 1, 2, 3	GIDDINGS	-	CLAYTON
FRANCIS SOUTH 1, 2, 3, 4	GIDDINGS	PIBBRO	CLAYTON
EDDY CANYON 1	GIDDINGS	PIBBRO	CLAYTON
EDMOND, GUYTON	GIDDINGS	PIBBRO	CLAYTON
HARRIS	GIDDINGS	AMOCO	WESTERN GAS
DEVILS HEAD HOLE 1, 2, 3	DEVILS WATERHOLE	MOBIL	-
HIGHTS 1, 2, 3, 4, 5	HIGHTS AND ONEHORE	AMOCO	-
HIGHTS 11, 12, 13, 14, 15, 16, 17, 18	HIGHTS AND ONEHORE	AMOCO	-
EDDY CANYON 1, 2, 3, 4	EDDY CANYON	SUN	-
WYDE 1, 2, 3, 4	EDDY CANYON	SUN	-
WYDE 5, 6, 7, 8	EDDY CANYON	SUN	-
ALPHA	ALPHA	-	EASER ENERGY
WATERBURY HUB	WATERBURY HUB	SUN	GEM

BEST AVAILABLE COPY

END

UPDATE