

LAW OFFICES

CHAFFE, McCALL, PHILLIPS, TOLER & SARPY

1500 FIRST NATIONAL BANK OF COMMERCE BUILDING

NEW ORLEANS 70112-1790

(504) 568-1320

CABLE "DENEGRÉ"

TELEX 58 335

(ITT) 460122 CMPTS UI

TELECOPIER EXT 435

June 7, 1983

BRUCE C BUTCHER
CART DAVIS KING
I HAROLD ROBERTS

RODERICK R McFAUL
MERLE F SHOUGHRUE
DAVID R RICHARDSON
HARRY R HOLLADAY
CAMPEL L F WALLACE
L HAROLD SCOTT, III
JAMES R HOLMES

DEREK A WALKER
E CARROLL ROGERS
JOHN W BOONE, JR
JOHN C BRAUD
EUGENE SARRE BOLLEA
RAYMOND G HOFFMAN, JR
MARC G SHACHT
JOHN G QUINTERO
DANIEL L DABOVAL
THOMAS D FORBES
KENNETH J BERVAY

OF COUNSEL
EDMUND McILHENNY
PERCY BANDEL

FILE NO 57122

Minerals Management Service
OCS Gulf Region
3301 N. Causeway Blvd.
Metairie, Louisiana 70002

Re: Placid Oil Company
Off Continental Shelf Leases
OCS 0436 Block 198 - Eugene Island Area
OCS 0437 Block 199 - Eugene Island Area
OCS-G 1520 Block 204 - Ship Shoal Area
OCS-G 1521 Block 205 - Ship Shoal Area
OCS-G 1523 Block 207 - Ship Shoal Area
OCS-G 1524 Block 216 - Ship Shoal Area
OCS-G 2923 N/2 and SE/4 Block 291 Ship
Shoal Area, South Addition
OCS-G 3170 Block 290 - Ship Shoal Area,
South Addition
OCS-G 1997 Block 171 - West Cameron Area
OCS-G 2105 Block 296 - Eugene Island Area,
South Addition
OCS-G 2109 Block 306 - Eugene Island Area,
South Addition
OCS-G 2310 Block 268 - South Marsh Island Area,
North Addition
OCS-G 2311 Block 269 - South Marsh Island Area,
North Addition
OCS-G 2600 Block 281 - South March Island Area,
North Addition
OCS-G 4769 Block 425 - West Cameron Area,
West Addition
OCS-G 2074 Block 182 - Vermillion Area
OCS-G 1019 Block 182 - Ship Shoal Area
OCS-G 1995 Block 145 - West Cameron Area

RECEIVED
JUN 7 3 29 PM '83
MINERALS MANAGEMENT SERVICE
GULF OF MEXICO OCS REGION
METAIRIE, LOUISIANA

SA PROFESSIONAL CORPORATION

Minerals Management Service
Page Two
June 7, 1983

Ladies and Gentlemen:

Enclosed are 18 multiple originals and one photocopy of both this letter and of an instrument styled "Act of Collateral Mortgage, Collateral Chattel Mortgage, Pledge and Assignment of Production" executed by Placid Oil Company, dated June 1, 1983.

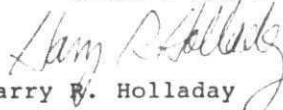
Please record one multiple original of each in each of the eighteen lease files described in the caption of this letter. Please stamp the photocopy of the mortgage and of this letter to reflect your receipt of same.

We enclose two checks, one for \$425.00 and one for \$25.00 to cover the cost of filing, reflecting your charge of \$25.00 for filing in each of the 18 lease files.

Thank you for your assistance.

Very truly yours,

CHAFFE, MCCALL, PHILLIPS,
TOLER & SARPY


Harry B. Holladay

HRH/sfg
Enclosures

RECEIVED THE ITEMS DESCRIBED ABOVE AND ACCOMPLISHED FILING AS
REQUESTED THIS 7TH DAY OF JUNE, 1983.

MINERALS MANAGEMENT SERVICE

BY: 
Betty J. Bachman

RepublicBank Dallas, National Association
Energy Banking Group
Pacific and Ervay Streets
P.O. Box 225961
Dallas, Texas 75265

Attention: John A. Bricker, Jr.

and such authorization shall continue until this Mortgage is released. Mortgagee is authorized to collect, receive, and receipt for all such amounts, and no party making payment shall have any responsibility to see to the application of any funds paid to Mortgagee but shall be fully protected in making such payment to Mortgagee under the assignments herein contained. Should Mortgagee bring suit against any third party for collection of any amounts or sums included within this assignment (and Mortgagee shall have the right to bring any such suit), it may sue either in its own name or in the name of Mortgagor.

Section 5.3 Payment of Proceeds. In the event that, for its convenience, Mortgagee should elect with respect to particular properties or contracts not to exercise immediately its right to receive Hydrocarbons or Proceeds, then the purchasers or other persons obligated to make such payment shall continue to make payment to Mortgagor until such time as written demand has been made upon them by Mortgagee that payment be made direct to Mortgagee. Such failure to notify shall not in any way waive the right of Mortgagee to receive any payments not theretofore paid over to Mortgagor before the giving of written notice. In this regard, in the event payments are made direct to Mortgagee, and then, at the request of Mortgagee payments are, for a period or periods of time, paid to Mortgagor, Mortgagee shall nevertheless have the right, effective upon written notice, to require that future payments be again made to it.

Section 5.4 Limitation of Liability of Mortgagee. Mortgagee is hereby absolved from all liability for failure to enforce collection of the proceeds and amounts assigned under Section 5.1 above and from all other responsibility in connection therewith, except the responsibility to account (by application upon the Mortgage Obligation or otherwise) for funds actually received. Mortgagor agrees to indemnify and hold harmless Mortgagee against any and all liabilities, actions, claims, judgments, costs, charges, and attorneys' fees by reason of the assertion that it has received, either before or after payment and performance in full of the Mortgage Obligation, funds from the production of Hydrocarbons claimed by third persons, and Mortgagee shall have the right to defend

against any such claims or actions, employing attorneys of its own selection and, if not furnished with indemnity satisfactory to it, it shall have the right to compromise and adjust any such claims, actions, and judgments, and in addition to the rights to be indemnified as herein provided, all amounts paid by Mortgagee in compromise, satisfaction, or discharge of any such claim, action, or judgment, and all court costs, attorney's fees, and other expenses of every character incurred by Mortgagee pursuant to the provisions of this Section shall be demand obligations owing by Mortgagor and shall bear interest at a rate equal to the lesser of (i) twenty-five percent (25%) per annum, and (ii) the Highest Lawful Rate, such interest to accrue from date of expenditure until paid and to be secured by the Liens evidenced by this Mortgage.

Section 5.5 Duty to Pay Obligation. Nothing contained herein shall limit Mortgagor's absolute duty to make payment when due of the Mortgage Note and all other indebtedness included within the Mortgage Obligation when the proceeds received by Mortgagee pursuant to Section 5.1 hereof are insufficient to pay the same, and receipt of proceeds under said Section 5.1 shall be in addition to all other security now or hereafter existing to secure payment of the Mortgage Obligation.

ARTICLE SIX

MISCELLANEOUS

Section 6.1 Limitation on Costs. Anything in this Mortgage to the contrary notwithstanding, the amount of the Mortgage Obligation of Mortgagor for costs advanced by Mortgagee for taxes, insurance, or for any other purpose permitted hereunder or under any other instrument executed in connection with or as security for the Mortgage Obligation secured and to be secured hereby shall in no event exceed twenty percent (20%) of the original principal amount of the Mortgage Note.

Section 6.2 Waiver of Production of Mortgage and Tax Certificates. The parties hereto expressly waive the production of mortgage or tax certificates and hereby relieve and release me, Notary, and agree to hold me harmless from and by reason of the nonproduction and nonannexation thereof to this Mortgage.

Section 6.3 Covenants Running with the Land. The covenants and agreements herein contained shall constitute real obligations running with the Land and interests covered or

affected hereby and shall be binding upon the successors and assigns of the parties hereto.

Section 6.4 Release of Mortgage. If the Mortgage Obligation is paid and performed in full in accordance with the terms of this Mortgage and the Mortgage Note and other security instruments, and if Mortgagor shall well and truly perform all of Mortgagor's covenants contained herein, then this Mortgage shall be released at Mortgagor's request and expense; otherwise, it shall remain in full force and effect, provided that no release hereof shall impair Mortgagor's warranties and indemnities contained herein.

Section 6.5 Waivers. Any and all covenants in this Mortgage may from time to time, by instrument in writing signed by Mortgagee and delivered to Mortgagor, be waived to such extent and in such manner as Mortgagee may desire, but no such waiver shall ever affect or impair Mortgagee's Rights or Liens hereunder, except to the extent specifically stated in such written instrument.

Section 6.6 Condemnation Sale. Mortgagee shall be entitled to receive any and all sums which may be awarded or become payable to Mortgagor for the condemnation of the Mortgaged Property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Mortgagor for damages caused by public works or construction on or near the Mortgaged Property. All such sums are hereby assigned to Mortgagee, and Mortgagor shall, upon request of Mortgagee, make, execute, acknowledge, and deliver any and all additional assignments and documents as may be necessary from time to time to enable Mortgagee to collect and receipt for any such sums. Mortgagee shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such sums.

Section 6.7 Insurance Proceeds. Mortgagee may collect the proceeds of any and all insurance that may become payable with respect to the Mortgaged Property, or any part thereof, and, at its option, may use the same to rebuild or restore the improvements on the Mortgaged Property or may apply the same to the Mortgage Obligation, whether then matured or to mature in the future, and may deduct therefrom any expenses incurred in connection with the collection or handling of such proceeds, it being understood that Mortgagee shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such proceeds.

Section 6.8 Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

Section 6.9 Headings. The captions, headings, and arrangements used in this Mortgage are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 6.10 Notices. Whenever this Mortgage requires or permits any consent, approval, notice, request, or demand from one party to another, the consent, approval, notice, request, or demand must be in writing to be effective and shall be deemed to have been given on the day it is enclosed in an envelope, properly stamped, sealed, and deposited, in the United States Mail, certified, return receipt requested, addressed to the party to be notified at the address stated below (or at such other address as may have been designated by written notice):

If to Mortgagor: Placid Oil Company
 3900 Thanksgiving Tower
 Dallas, Texas 75201
 Attention: Treasurer

If to Mortgagee: RepublicBank Dallas,
 National Association
 Energy Banking Group
 Pacific and Ervay Streets
 P.O. Box 225961
 Dallas, Texas 75265
 Attention: John A. Bricker, Jr.

Section 6.11 Governing Law. This Mortgage is intended to be performed in the State of Louisiana, and the substantive Laws of such State and of the United States of America shall govern the validity, construction, enforcement, and interpretation of this Mortgage and the Mortgage Note.

Section 6.12 Invalid Provisions. If any provision of this Mortgage is invalid or unenforceable in any jurisdiction, then, to the extent permitted by Law, (a) the other provisions thereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of Mortgagee in order to carry out the intentions of the parties hereto as nearly as may be possible, and (b) the invalidity or unenforceability of such provision in any jurisdiction shall not affect the validity or enforceability thereof in any other jurisdiction.

Section 6.13 Maximum Interest Rate. Regardless of any provisions contained in this Mortgage, in the Mortgage Note or any other security instrument evidencing or securing all or any part of the Mortgage Obligation, the Mortgagee shall never be entitled to receive, collect, or apply as interest on the Mortgage Obligation any amount computed at a rate in excess of the Highest Lawful Rate and, in the event the Mortgagee ever receives, collects, or applies, as interest, any such excess, such amount which would be excessive interest shall be deemed a partial repayment of principal and treated hereunder or thereunder as such; and, if the principal balance of the Mortgage Obligation is paid in full, any remaining excess shall be forthwith refunded to Mortgagor. In determining whether or not the interest paid or payable, under any specific contingency, exceeds the Highest Lawful Rate, Mortgagor and Mortgagee shall, to the maximum extent permitted under applicable Law, (a) characterize any nonprincipal payment as an expense, fee, or premium rather than as interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread the total amount of interest throughout the entire contemplated term of the Mortgage Obligation in accordance with the amount outstanding hereunder and the Highest Lawful Rate from time to time in effect in order to lawfully charge interest computed at the Highest Lawful Rate; provided that, if the Mortgage Obligation is paid and performed in full prior to the end of the full contemplated term thereof and if the interest received for the actual period of existence thereof exceeds the amount computed at the Highest Lawful Rate, Mortgagee shall refund to Mortgagor the amount of such excess or credit the amount of such excess against the unpaid principal balance of the Mortgage Obligation, and, in such event, the Mortgagee shall not be subject to any penalties provided by any Laws for contracting for, charging, taking, reserving, or receiving interest in excess of the amount computed at the Highest Lawful Rate.

Section 6.14 Definitions. As used herein, the following terms shall have the meanings indicated:

"Default" has the meaning given such term in Section 4.1 hereof.

"Highest Lawful Rate" means the maximum rate of interest which Mortgagee is allowed from time to time to contract for, charge, take, reserve, or receive under applicable Laws, after taking into account, to the extent required by applicable Laws, any and all relevant fees, payments, and charges, provided that, if, in any proceeding with respect to the Mortgage Note, a court of competent jurisdiction determines that the laws of the State of Texas pertaining to the maximum rates of interest

to which parties to a written contract may agree are applicable to the Mortgage Note, "Highest Lawful Rate" shall mean the greater of (a) the maximum rate of interest from time to time permitted under the federal laws of the United States of America, and (b) the "indicated rate ceiling" as referred to and defined in Article 5069-1.04, Title 79, Revised Civil Statutes of Texas, 1925, as amended.

"Hydrocarbons" has the meaning given such term in Section 1.3 hereof.

"Laws" means all applicable constitutions, treaties, statutes, laws, ordinances, regulations, orders, writs, injunctions, or decrees of the United States or of any state, commonwealth, nation, territory, possession, county, parish, municipality, or Tribunal.

"Lien" means any lien, mechanic's lien, materialman's lien, pledge, conditional sale agreement, title retention agreement, financing lien, production payment, advance payment, security interest, or other encumbrance, whether arising by agreement or under Law.

"Mortgage" means this Act of Collateral Mortgage, Collateral Chattel Mortgage, Pledge and Assignment of Production.

"Mortgage Note" has the meaning given such term on the first page hereof.

"Mortgage Obligation" has the meaning given such term in Article One hereof.

"Mortgaged Property" has the meaning given such term in Article One.

"Mortgaged Property Schedule" has the meaning given such term in Section 1.1 hereof.

"Mortgagee" means RepublicBank Dallas, National Association, and each future holder (whether one or more and other than Mortgagor) of the Mortgage Note, or any part thereof, and their respective successors and assigns.

"Mortgagor" means Placid Oil Company, a Delaware corporation and its successors.

"Permitted Liens" means:

- (a) Liens for taxes not yet due and payable;
- (b) mechanics' and materialmen's Liens for services or materials for which payment is not yet due;
- (c) encumbrances consisting of zoning restrictions, easements, or other restrictions on the use of real property, none of which materially impair the use of such property by the Person in question in the operation of its business, and none of which is violated by existing or proposed structures or land use;
- (d) the following, if the validity or amount thereof is being contested in good faith and by appropriate and lawful proceedings and so long as (i) levy and execution thereon have been stayed and continue to be stayed, (ii) they do not in the aggregate materially detract from the value of the property in question, or materially impair the use thereof in the operation of its business, and (iii) an adequate reserve, if appropriate has been established: claims and Liens for Taxes due and payable; existing and inchoate claims upon, and existing defects in title to, real or personal property; any attachment of personal or real property or other legal process prior to adjudication of a dispute on the merits; claims and Liens of mechanics, materialmen, warehousemen, or carriers, or other like Liens; and adverse judgments on appeal;
- (e) Liens securing the Mortgage Obligation;
- (f) Liens described in the Mortgaged Property Schedule; and
- (g) operator's Liens incurred pursuant to operating agreements for exploration, development, and/or production of Hydrocarbons, entered into by Mortgagor in the ordinary course of business, to the extent such Liens do not secure past due obligations.

"Person" means any individual, firm, corporation, association, partnership, joint venture, company, trust, Tribunal, or other entity.

"Proceeds" has the meaning given such term in Section 5.1(a) hereof.

"Production Sales Contracts" has the meaning given to such term in Section 1.4 hereof.

"Rights" means rights, remedies, powers and privileges.

"Subject Appurtenances" has the meaning given such term in Section 1.5 hereof.

"Subject Contracts" has the meaning given such term in Section 1.4 hereof.

"Subject Interests" has the meaning given such term in Sections 1.1 and 1.2 hereof.

"Taxes" mean all taxes, assessments, fees, levies, imposts, duties, deductions, withholdings, or other similar charges from time to time or at any time imposed by any Law or any Tribunal.

"Tribunal" means any court or any governmental department, commission, board, bureau, agency, or instrumentality of the United States or of any state, commonwealth, nation, territory, possession, county, parish, or municipality, whether now or hereafter constituted and/or existing.

Section 6.15 Form of Instrument. This instrument may be construed and enforced from time to time as a mortgage, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation, or contract, or any one or more of them as may be appropriate under applicable Laws, in order fully to effectuate the lien hereof and the purposes and agreements herein set forth.

Section 6.16 Binding Effect. This Mortgage is binding upon Mortgagor, its successors and assigns and shall inure to the benefit of Mortgagee, and its successors and assigns.

Section 6.17 State Royalties. Neither this Mortgage nor any approval hereof by the State Mineral Board of the State of Louisiana shall be deemed in any way to constitute a mortgage, pledge or hypothecation of the royalties stipulated to be paid to the State of Louisiana under any oil, gas and mineral lease granted by the State Mineral Board of Louisiana (acting for and on behalf of the State of Louisiana) and described in the Mortgaged Property Schedule.

AND NOW unto these presents personally came and appeared RepublicBank Dallas, National Association, represented by its Vice President, John A. Bricker, Jr., acting and appearing herein as Mortgagee, who does hereby accept this Act of Collateral Mortgage, Collateral Chattel Mortgage, Pledge and Assignment of Production.

THUS DONE AND PASSED in my office in Dallas County, State of Texas, on the day, month, and year first above written in the presence of the undersigned competent witnesses who hereunto sign their names with the said Mortgagor and Mortgagee and me, Notary, after due reading of the whole.

WITNESSES

T. ALL SIGNATURES:

[Signature]

[Signature]

MORTGAGOR:

PLACID OIL COMPANY

By [Signature]
C. D. Brown, President

MORTGAGEE:

RepublicBank Dallas,
National Association

By [Signature]
John A. Bricker, Jr.,
Vice President

Glenda G. Duncan
Glenda G. Duncan, Notary Public
in and for the State of Texas

My Commission Expires: September 20, 1985

[SEAL]

CERTIFIED COPY
OF
RESOLUTIONS OF BOARD OF DIRECTORS OF
PLACID OIL COMPANY

I, Paul W. Hicks, Secretary of Placid Oil Company, a Delaware corporation (the "Corporation"), do hereby certify as follows:

(i) that I am the duly elected and qualified Secretary of the Corporation and custodian of the Corporation's records;

(ii) that set forth below is a true and correct restatement of certain resolutions duly and unanimously adopted by the Board of Directors of the Corporation by unanimous written consent in accordance with the provisions of Section 141(f) of the General Corporation Law of the State of Delaware, and that said resolutions became effective on or before October 29, 1982:

WHEREAS, it is proposed that the Corporation execute and deliver that certain First Amendment to Credit Agreement (the "First Amendment") to be dated as of October 29, 1982, among the Corporation and Placid Building & Service Co. ("Placid Building"), as Obligors, RepublicBank Dallas, National Association, as Agent (the "Agent"), and the banks named therein, in amendment of that certain Credit Agreement dated August 30, 1982 (the "Original Agreement"), among the same parties (the Original Agreement, as amended by the First Amendment, being herein called the "Credit Agreement"), pursuant to which such banks will, upon and subject to the terms and conditions thereof, from time to time make loans to Placid Building in aggregate principal amounts not in excess of \$260,000,000 at any one time outstanding (the banks executing the Credit Agreement and any other bank becoming a party to the Credit Agreement hereinafter being herein called "Banks");

WHEREAS, in connection with its execution of the First Amendment and the "Guaranty" (as defined in the Credit Agreement and herein so called), it is proposed that the Corporation execute and deliver to the Agent a Collateral Mortgage Note (the "Mortgage Note") in the principal amount of \$100,000,000, payable On Demand to the order of Bearer with interest thereon at a rate equal to the lesser of (i) twenty-five percent (25%) per annum, and (ii) the highest lawful rate from time to time permitted to be paid under applicable law, and containing provisions for the payment of

attorneys' fees and other costs if suit is had thereon for collection, which Mortgage Note is to be secured by an Act of Collateral Mortgage, Collateral Chattel Mortgage, Pledge and Assignment of Production to be executed by the Corporation covering all of the Corporation's interest in certain oil and gas properties in or offshore of the State of Louisiana; and

WHEREAS, the Mortgage Note will be pledged by the Corporation to the Agent pursuant to an Act of Pledge of Collateral Mortgage Note to secure the Guaranty and the Credit Agreement and any extensions, renewals, or rearrangements of the foregoing; and

WHEREAS, copies of the proposed First Amendment, the proposed Mortgage Note and other Loan Papers (as used in these resolutions "Loan Papers" means the Original Agreement, the First Amendment, the Guaranty, the Mortgage Note, the Act of Collateral Mortgage, Pledge and Assignment of Production referred to herein, and the Act of Pledge of Collateral Mortgage Note referred to herein) have been submitted to and reviewed by the Directors of the Corporation;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the form, terms, and provisions of the Loan Papers referred to herein be, and the same hereby are, approved in all respects, and that C. D. Brown, President of the Corporation, and Walter Fraker, Vice President and Treasurer of the Corporation, with respect to each of the Loan Papers, each be, and each of said officers, acting alone, hereby is, authorized and empowered to execute and deliver the same in the name and on behalf of the Corporation and under its seal or otherwise, in the form submitted to the Directors of the Corporation, with such changes in the terms and provisions thereof as either shall, in his sole discretion, deem necessary or desirable and in the best interest of the Corporation, the signature of either being conclusive evidence that he did so deem any such changes to be necessary or desirable and in the best interest of the Corporation; and further

RESOLVED, that the President, any Vice President and the Treasurer of the Corporation each be, and each of said officers, acting alone, hereby is, authorized and empowered to execute and deliver all such further certificates, instruments, documents, mortgages, notes, and papers in the name and on behalf of the Corporation and under its seal or otherwise, and to perform all acts and to do all things, which such officer may deem necessary or desirable to consummate the transactions contemplated by the Loan Papers with such modifications, amendments, or further agreements that such officer, in his sole discretion, may deem necessary or desirable and in the

best interest of the Corporation, his execution and delivery, in the name and on behalf of the Corporation, of any such agreement, certificate, instrument, document, mortgage, note, or paper or the taking of any such action to be conclusive evidence that he did so deem the same to be necessary or desirable and in the best interest of the Corporation; and further

RESOLVED, that the President, any Vice President, the Treasurer, the Secretary, and any Assistant Secretary of the Corporation each be, and each of said officers, acting alone, hereby is, authorized and empowered to certify and attest any agreements, instruments or documents which such officers may deem necessary or appropriate to consummate the transactions contemplated by the Loan Papers, provided that such attestation shall not be required for the validity of the particular document.

(iii) that none of the resolutions set forth above have been amended, or rescinded; and each such resolution is in full force and effect on the date hereof; and

(iv) that the Act of Collateral Mortgage, Collateral Chattel Mortgage, Pledge and Assignment of Production to which this Certified Copy of Resolutions is attached is identical to the form of said instrument presented to the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Corporation this 29th day of October, 1982.



Paul W. Hicks, Secretary
PLACID OIL COMPANY

[SEAL]

EXHIBIT A

to
Act of Collateral Mortgage,
Collateral Chattel Mortgage,
Pledge and Assignment of Production

PART I

LaSALLE PARISH, LOUISIANA
OLLA FIELD
- - - - -

Unless otherwise noted, all reference to recording data or land descriptions set forth hereinbelow in this Part I refer to the Official Records of or lands situated in LaSalle Parish, Louisiana; all instruments described or referred to hereinbelow are incorporated herein by reference as if copied herein in full.

All of Mortgagor's right, title and interest in and to Oil, Gas and Mineral Lease executed by Louisiana Cement Oil & Gas Company, in favor of H. L. Hunt, of date January 24, 1970, recorded in Conveyance Book V, Page 138 of the Records of LaSalle Parish, Louisiana, insofar as the said lease covers the following described property, to-wit:

The South Half of Section 6, less and except therefrom the South Half of the Southwest Quarter of the Southeast Quarter (S/2 SW/4 SE/4) and the South Half of the Southeast Quarter of the Southwest Quarter (S/2 SE/4 SW/4); the West Half of the Northwest Quarter (W/2 NW/4), the Southeast Quarter of the Northwest Quarter (SE/4 NW/4) and the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section 7; the South Half of the North Half (S/2 S/2), the Northwest Quarter of the Southeast Quarter (NW/4 SE/4), the North Half of the Southwest Quarter (N/2 SW/4) and the Southwest Quarter of the Northwest Quarter (SW/4 NW/4) of Section 20; the South Half of the Southeast Quarter (S/2 SE/4), the Northeast Quarter of the Southeast Quarter (NE/4 SE/4), the North Half of the Southwest Quarter (N/2 SW/4), the Southwest Quarter of the Northwest Quarter (SW/4 NW/4) and the West 3/4ths of the Southeast Quarter of the Northwest Quarter (SE/4 NW/4) of Section 19; all of Section 30, less and except therefrom the South Half of the Northeast Quarter (S/2 NE/4); and all of Section 31, all in Township 10 North, Range 3 East, LaSalle Parish, Louisiana.

All of Section 6 in Township 9 North, Range 3 East, LaSalle Parish, Louisiana.

All of Section 1; all of Section 2; all of Section 12; all of Section 13, less and except therefrom the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and a tract or parcel of land lying East of the creek in the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section 11; the South Half of the Southeast Quarter (S/2 SE/4) of Section 3; and the North Half of the Northeast Quarter (N/2 NE/4) of Section 10, all in Township 9 North, Range 2 East, LaSalle Parish, Louisiana.

The Southeast Quarter (SE/4) and that portion of the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section 1, lying East of a gravel road, the North Half of the Northwest Quarter of the Northeast Quarter (N/2 NW/4 NE/4), the South Half of the Northwest Quarter of the Southeast Quarter (S/2 NW/4 SE/4), the South Half of the Northeast Quarter of the Southeast Quarter (S/2 NE/4 SE/4) and the North Half of the Southwest Quarter of the Southeast Quarter (N/2 SW/4 SE/4) of Section 12; the Northeast Quarter of the Northwest Quarter (NE/4 NW/4), the South Half of the Northwest Quarter of the Northeast Quarter (S/2 NW/4 NE/4), the Southwest Quarter of the Northeast Quarter (SW/4 NE/4), the Southeast Quarter (SE/4) and the South Half of the Southwest Quarter (S/2 SW/4) of Section 13; the South Half of the South Half (S/2 S/2) and the North Half of the Southwest Quarter (N/2 SW/4) of Section 14; all of Section 23, less and except therefrom the South Half of the Southwest Quarter (S/2 SW/4) and the Southeast Quarter of the Southeast Quarter (SE/4 SE/4); the South Half of the North Half (S/2 N/2) and the North Half of the North Half (N/2 N/2) of the Southeast Quarter (SE/4) of Section 24; the Southwest Quarter of the Southwest Quarter (SW/4 SW/4), the South Half of the Southeast Quarter of the Southwest Quarter (S/2 SE/4 SW/4), the Southeast Quarter (SE/4), the South Half of the Northeast Quarter (S/2 NE/4) and the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section 25; the West Half of the Northeast Quarter (W/2 NE/4), the West Half of the Southeast Quarter (W/2 SE/4), the Southwest Quarter (SW/4) and the Northwest Quarter (NW/4), less and except therefrom the Northeast Quarter of the Northwest Quarter (NE/4 NW/4) of Section 26; all of Section 27, less and except therefrom the North Half of the Northeast Quarter of the Northeast Quarter (N/2 NE/4 NE/4); all of Section 35; and all of Section 36, all in Township 10 North, Range 2 East, LaSalle Parish, Louisiana.

Part II

All of Mortgagor's right, title and interest in and to the following:

West Cameron Area, Block 171

(No. 35738): That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Placid Oil Company, et al, as Lessee, dated January 1, 1971, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 1997, covering the following area:

All of Block 171, West Cameron Area, Official Leasing Map, Louisiana Map No. 1;

which lease is subject to the following:

A. Joint Operating Agreement dated January 1, 1971, by and between TransOcean Oil, Inc., as Operator, and Placid Oil Company, et al, as Non-Operators, and any amendments thereto.

B. Operating and Maintenance Agreement No. T-40, dated July 24, 1978, by and between Michigan Wisconsin Pipe Line Company and TransOcean Oil, Inc., for Compression Facilities, covering properties located in the West Cameron Area, Block 171, Compression Platform, Offshore Louisiana.

C. Letter Agreement S-SHALL-26 dated March 3, 1976, between Placid Refining Company and Shell Oil Company concerning the mutual exchange of crude oil and/or condensate from Eugene Island Block 198 Field, Offshore St. Mary's Parish, Louisiana, Vermilion Block 182, Offshore Vermilion Parish, Louisiana, and West Cameron, Block 171 Field.

D. Developmental Advance Payment Agreement No. M-1, dated January 19, 1971, by and between Placid Oil Company as Producer and Michigan Wisconsin Pipe Line Company, covering properties located in the West Cameron, Block 171, Offshore, Louisiana.

F. Advance Payment Agreement dated January 19, 1971, by and between Placid Oil Company and Michigan Wisconsin Pipe Line Company, covering properties in the western portion of Offshore, Louisiana; as amended by Amendment to Advance Payment Agreements dated March 15, 1972; and Letter Agreement dated February 28, 1973.

F. Agreement S-SCU-33 dated October 12, 1972, between Placid Oil Company, et al. (Sellers) and Scurlock Oil Company (Buyer) covering condensate produced from Outer Continental Shelf Lease No. OCS G-1997 covering all of Block 171, West Cameron Block 146 Field, Offshore, Louisiana.

G. Gas Purchase Contract No. M-16, dated October 29, 1971, by and between Placid Oil Company as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering properties located in the West Cameron Area, Block 171, Offshore, Louisiana, Contract No. 1; as amended by Letter Agreement dated October 29, 1971; Letter Agreement dated September 19, 1972; Amendatory Agreement dated January 5, 1978; and Amendatory Agreement dated December 27, 1978.

H. Gas Purchase Contract No. M-17, dated March 1, 1974, by and between Placid Oil Company as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering properties located in the West Cameron Area, Block 171, Offshore, Louisiana (Contract No. 2A); as amended by Letter Agreement dated March 5, 1974; Amendatory Agreement dated January 5, 1978; Amendatory Agreement dated January 30, 1978; and Amendatory Agreement dated December 27, 1978.

Mortgagor's interest in this lease is as follows:

Working Interest:	20.00000%
Net Revenue Interest:	16.6667%

Eugene Island Area, Block 196

(No. 20 10) That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Roy Lee, Lessee, dated January 1, 1955, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 0436, covering the following area:

All of Block 198, Eugene Island Area, as shown on OCS Official Leasing Map, Louisiana Map No. 4;

which lease is subject to the following:

A. That certain Agreement for the construction and operation of the Eugene Island Offshore Pipeline, dated January 31, 1966, by and between Placid Oil Company, Hunt Oil Company, and Hassie Hunt Trust;

B. Joint Operating Agreement, dated April 18, 1958, by and between Placid Oil Company, as Operator, and the Hassie Hunt Trust, as Non-Operator, and any amendments thereto;

C. Gas Purchase Contract No. M-6, dated June 25, 1964, by and between Placid Oil Company, et al, as Sellers and American Louisiana Pipe Line Company as Buyer, covering properties located in Block 77 and Block 198 Fields, Eugene Island Area, Offshore, Louisiana; as amended by Letter Agreement dated August 5, 1964; Letter Agreement dated August 28, 1964; Letter Agreement dated June 18, 1965; Letter Agreement dated February 24, 1966; Amendment dated February 20, 1967; Letter Agreement dated February 5, 1968; Letter Agreement dated November 7, 1975; and Amendatory Agreement dated January 5, 1978.

D. Letter Agreement S-SHELL-36 dated March 3, 1976, between Placid Refining Company and Shell Oil Company concerning the mutual exchange of crude oil and/or condensate from Eugene Island Block 198 Field, Offshore St. Mary's Parish, Louisiana, Vermilion Block 182, Offshore Vermilion Parish, Louisiana, and West Cameron, Block 171 Field.

E. Letter Agreement dated April 17, 1967, from Shell Oil Company to Placid Oil Company covering Shell's purchase of Eugene Island Block 198 and Block 77 Fields; as amended by Letter Agreement dated October 3, 1967, from Shell Oil Company addressed to Placid Oil Company.

F. Letter Agreement I-458 dated September 27, 1967, from Shell Oil Company to Placid Oil Company.

G. Letter Agreement No. G-340 dated August 4, 1970, from Shell Oil Company addressed to Placid Oil Company; as amended by Letter Agreement No. PLA-1602B, NY 02 dated January 3, 1974, from Shell Oil Company to Placid Oil Company; and as amended by Letter Agreement No. PLA 1602C, NY 03 dated January 3, 1974, from Shell Oil Company to Placid Oil Company.

Mortgagor's interest in this lease is as follows:

Working Interest:	33.3333%
Net Revenue Interest:	27.77778%

Eugene Island Area, South Addition, Block 296

(No. 35739): That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Placid Oil Company, et al, as Lessee, dated January 1, 1971, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 2105, covering the following area:

All of Block 296, Eugene Island Area, South Addition, as shown on OCS Official Leasing Map, Louisiana Map No. 4A;

which lease is subject to the following:

A. Joint Operating Agreement dated January 1, 1971, by and between Placid Oil Company, as Operator and TransOcean Oil, Inc., et al, as Non-Operators, and any amendments thereto.

B. Gas Purchase Contract No. M-7, dated September 2, 1971, by and between Placid Oil Company as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering properties located in Eugene Island Area, Block 296, Offshore, Louisiana; as amended by Processing Notice dated April 10, 1973; Letter Agreement dated November 7, 1975; Amendatory Agreement dated January 5, 1978; and Letter Agreement dated April 22, 1981.

C. Gas Purchase Contract No. M-8, dated November 10, 1976, by and between Placid Oil Company as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering properties located in Eugene Island Area, Block 296, Offshore, Louisiana (Contract No. 2); as amended by Letter Agreement dated April 22, 1981.

D. Lease Agreement No. M-3, dated October 1, 1972, by and between Placid Oil Company as Lessor and Michigan Wisconsin Pipe Line Company, Lessee covering properties located in the Eugene Island, Block 296, Production Platform.

E. "Construction and Operating Agreement" No. M-3, dated August 15, 1977, by and between Michigan Wisconsin Pipe Line Company and Placid Oil Company, covering properties located in Blocks 296 and 306, Eugene Island Area, Offshore, Louisiana.

F. Letter Agreement dated April 22, 1981, from Michigan-Wisconsin Pipe Line Company addressed to Placid Oil Company regarding the reduction of Michigan-Wisconsin's daily takes

of gas from Eugene Island, Blocks 296 and 306 Fields to a minimum of approximately 100 MMCF per day until November, 1981. This reduced take was less than the minimum take or pay volume under the existing contracts and Michigan-Wisconsin agreed to pay as if the takes were at the minimum contractual amounts. Therefore, Michigan-Wisconsin would pay for gas they had not received, but after November 1, 1981, would attempt to over-take from the fields in order to make up for gas paid for and not taken from May 1 through November, 1981.

G. Crude Oil Purchase/Sale Contract No. P-POC-20 dated July 30, 1975, by and between Placid Oil Company, Seller, and Placid Refining Company, Buyer.

H. Crude Oil Sales Agreement No. S-PRC-28 dated January 28, 1981, by and between Placid Oil Company, Seller, and Placid Refining Company, Buyer.

I. Crude Oil Sales Agreement No. T-QUIN-118 dated as of June 27, 1980, by and between Placid Oil Company and Quintana Refining Company; this agreement being subject to that certain agreement for the sale and purchase of government royalty oil, Contract No. 14-08-0001-18602 between the United States of America and Quintana Refinery Company effective July 1, 1980.

Mortgagor's interest in this lease is as follows:

Working Interest:	12.55%
Net Revenue Interest:	10.45833%

Eugene Island Area, South Addition, Block 306

(No. 35740): That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Placid Oil Company, et al, as Lessee, dated January 1, 1971, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 2109, covering the following area:

All of Block 306, Eugene Island Area, South Addition, as shown on OCS Official Leasing Map, Louisiana Map No. 4A;

which lease is subject to the following:

A. Joint Operating Agreement dated January 1, 1971, by and between Placid Oil Company, as Operator, and TransOcean Oil, Inc., et al, as Non-Operators, and any amendments thereto.

B. Letter Agreement No. M-5, dated September 19, 1972, by and between Placid Oil Company and Michigan Wisconsin Pipe

Line Company, covering properties located in Eugene Island, Block 306, Offshore, Louisiana.

C. Gas Purchase Contract No. M-5, dated March 1, 1974, by and between Placid Oil Company as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering properties located in Eugene Island Area, Block 306, Offshore, Louisiana; as amended by Letter Agreement dated March 5, 1974; Letter Agreement dated November 7, 1975; Amendatory Agreement dated January 5, 1978; and Letter Agreement dated April 22, 1981.

D. Lease Agreement No. M-3, dated October 1, 1972, by and between Placid Oil Company as Lessor and Michigan Wisconsin Pipe Line Company, Lessee covering properties located in the Eugene Island, Block 296, Production Platform.

E. "Construction and Operating Agreement." No. M-3, dated August 15, 1977, by and between Michigan Wisconsin Pipe Line Company and Placid Oil Company, covering properties located in Blocks 296 and 306, Eugene Island Area, Offshore, Louisiana.

F. Letter Agreement dated April 22, 1981, from Michigan-Wisconsin Pipe Line Company addressed to Placid Oil Company regarding the reduction of Michigan-Wisconsin's daily takes of gas from Eugene Island, Blocks 296 and 306 Fields to a minimum of approximately 100 MMcf per day until November, 1981. This reduced take was less than the minimum take or pay volume under the existing contracts and Michigan-Wisconsin agreed to pay as if the takes were at the minimum contractual amounts. Therefore, Michigan-Wisconsin would pay for gas they had not received, but after November 1, 1981, would attempt to over-take from the fields in order to make up for gas paid for and not taken from May 1 through November, 1981.

G. Crude Oil Purchase/Sale Contract No. P-POC-20 dated July 30, 1975, by and between Placid Oil Company, Seller, and Placid Refining Company, Buyer.

H. Crude Oil Sales Agreement No. S-PRC-28 dated January 28, 1981, by and between Placid Oil Company, Seller, and Placid Refining Company, Buyer.

I. Crude Oil Sales Agreement No. T-QUIN-118 dated as of June 27, 1980, by and between Placid Oil Company and Quintana Refining Company; this agreement being subject to that certain agreement for the sale and purchase of government royalty oil, Contract No. 14-08-0001-18602 between the United States of America and Quintana Refinery Company effective July 1, 1980.

Mortgagor's interest in this lease is as follows:

Working Interest:	11.19%
Net Revenue Interest:	9.325%

Ship Shoal Area, Block 204

(No. 30472): That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Placid Oil Company, et al, as Lessee, July 1, 1967, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-1520, covering the following area:

All of Block 204, Ship Shoal Area, as shown on OCS Official Leasing Map, Louisiana Map No. 5;

which lease is subject to the following:

A. Joint Operating Agreement dated June 29, 1967, by and between Placid Oil Company, as Operator, and General Crude Oil Company, et al, as Non-Operators, as amended by instruments dated September 25, 1967 and April 3, 1969; and

B. Gas Purchase Agreement No. M-12, dated January 2, 1968, by and between Placid Oil Company, et al, as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering properties located in the Ship Shoal Area, Blocks 204, 205, 207 and 216, Offshore, Louisiana.

C. "Processing Notice" dated February 5, 1968 concerning a processing plant to be located in the vicinity of Patterson Field, St. Mary Parish, Louisiana.

D. Lease Agreement dated April 15, 1968, by and between Placid Oil Company, as Lessor, and Wisconsin Pipe Line Company, as Lessee, concerning space lease for each platform and the gas metering and related facilities.

E. Amendatory Agreement dated January 5, 1978.

F. Oil Purchase/Sale Contract S-PRC-141 dated October 1, 1980, between Placid Oil Company (Seller) and Placid Refining Company (Buyer) covering the sale of oil and/or condensate.

G. Crude Oil Sales Agreement No. T-MAC-125 dated as of June 27, 1980, by and between Placid Oil Company and Mac-Millian Ring Free Oil Company.

H. Crude Oil Sales Agreement No. T-GULF-124, Exchange No. 1629, dated as of June 27, 1980, by and between Placid Oil Company and Gulf States Refining Company.

I. Crude Oil Sales Agreement No. T-TON-123 dated as of June 27, 1980, by and between Placid Oil Company and Tonkawa Refining Company.

J. Crude Oil Sales Agreement No. T-THRIF-120 dated as of June 27, 1980, by and between Placid Oil Company and Thriftway Oil Company; as amended by Letter Agreement dated June 30, 1980, from Placid Oil Company addressed to Thriftway Company.

Mortgagor's interest in this lease is as follows:

Working Interest:	13.6%
Net Revenue Interest:	11.33333%

Part III

LASALLE PARISH, LOUISIANA

Catahoula Lake Field

Unless otherwise noted references to recording data or land descriptions set forth below under the heading for Catahoula Lake Field refer to the public records of or land situated in LaSalle Parish, Louisiana; all instruments described or referred to below are incorporated herein by reference as if copied herein in full.

All of Placid Oil Company's interest in the following leases:

- A. Placid Oil Company Lease No. 14261, more fully described as State of Louisiana Lease No. 1462 dated May 10, 1948, between the State of Louisiana, as Lessor, and Placid Oil Company, Lessee, recorded in Oil and Gas Lease Record Book 13, Page 214 under File No. 41683; amended August 6, 1979, said Amendment recorded in Oil and Gas Lease Record Book 44, Page 492, under File No. 109404, INSOFAR BUT ONLY INSOFAR as such lease covers and affects the following properties:
 1. That certain Unit called CL E-2 RA SU, established by State of Louisiana Office of Conservation Order No. 773-A dated March 3, 1980, recorded in Conveyance Record Book 109, Page 101 under File No. 110383, to which reference is made to all purposes, particularly for the plat showing the outline of the unit within Sections 13 and 14, Township 6 North, Range 3 East.

Placid Oil Company's interest in this Unit is a 1.00000000 gross working interest and a .8750000 net revenue interest.
 2. That certain Voluntary Unit established by Pooling and Unitization Agreement dated December 22, 1965, by and between Humble Oil and Refining Company, Tensas Delta Land Company, Placid Oil Company, and the State of Louisiana, as recorded in Book 44, Page 390, Entry No. 75199. This Unit is comprised of the NE/4 of the SW/4 of Section 18, Township 6 North, Range 4 East.

Placid Oil Company's interest in the this Unit is a .0432800 gross working interest and a .0378700 net revenue interest.

3. The SE/4 of the SE/4 of Section 15, Township 6 North, Range 3 East.
4. The NW/4 of the SW/4 of Section 14, Township 6 North, Range 3 East.
5. The NE/4 of the SW/4 of Section 11, Township 6 North, Range 3 East.
6. The SE/4 of the NW/4 of Section 15, Township 6 North, Range 3 East.
7. The SW/4 of the NW/4 of Section 23, Township 6 North, Range 3 East.
8. The SW/4 of the SW/4 of Section 14, Township 6 North, Range 3 East.

Placid Oil Company's interest in the acreage described in items 3 through 8 above is a 1.0000000 gross working interest and a .8750000 net revenue interest.

9. Those certain voluntary units established by Pooling and Unitization Agreement dated June 2, 1959, by and between Olin Oil and Gas Corporation, Tensas Delta Land Company, Placid Oil Company, the State of Louisiana, as recorded in Book 35, Page 493.

- a. That certain 40 acre Voluntary Unit comprised of the SW/4 of the SW/4 of Section 8, Township 6 North, Range 4 East.

Placid Oil Company's interest in this Unit is a .2991020 gross working and a .2617140 net revenue interest.

That certain 40 acre Voluntary Unit comprised of the SE/4 of the SW/4 of Section 8, Township 6 North, Range 4 East.

Placid Oil Company's interest in this Unit is a .0997000 gross working interest and .0872370 net revenue interest.

10. That certain Voluntary Unit established by Communitization Agreement dated September 9, 1966, by and between the United States of America and the State Mineral Board on behalf of the State of Louisiana, royalty owners, and Placid Oil Company, Lessee, recorded in Conveyance Record Book 48, Page 296 under File No. 76958.

This Voluntary Unit is comprised of the SW/4 of the SE/4 of Section 10, Township 6 North, Range 3 East.

Placid Oil Company's interest in this Unit is a .1.0000000 gross working interest and a .8750000 net revenue interest. This is the same Unit described in Section "E" below.

- B. Placid Oil Company's Lease No. 14260, more fully described as State of Louisiana Lease No. 1461 dated May 10, 1948 by and between the State of Louisiana, as Lessor, and Placid Oil Company, as Lessee, recorded in Oil and Gas Lease Record Book 13, Page 213 under File No. 41682, as amended August 6, 1979, INSOFAR BUT ONLY INSOFAR as such lease covers and affects the following properties:

1. The SE/4 of the SE/4 of Section 6, Township 6 North, Range 4 East.
2. The SW/4 of the NE/4 of Section 1, Township 6 North, Range 3 East.
3. The SE/4 of the NE/4 of Section 6, Township 6 North, Range 4 East.
4. The SW/4 of the NE/4 of Section 11, Township 6 North, Range 3 East.
5. The SW/4 of the SE/4 of Section 6, Township 6 North, Range 4 East.
6. The NE/4 of the SE/4 of Section 6, Township 6 North, Range 4 East.
7. The NE/4 of the SE/4 of Section 2, Township 6 North, Range 3 East.
3. The NW/4 of the NE/4 of Section 1, Township 6 North, Range 3 East.
9. The SW/4 of the NW/4 of Section 7, Township 6 North, Range 4 East.

10. The NW/4 of the SW/4 of Section 6, Township 6 North, Range 4 East.
11. The SE/4 of the SE/4 of Section 1, Township 6 North, Range 2 East.
12. The SE/4 of the NW/4 of Section 31, Township 7 North, Range 4 East.

As to the properties described in items 1 through 12 above, Placid Oil Company's interest is a 1.0000000 gross working and a .8750000 net revenue interest.

- C. Placid Oil Company Lease No. 22438, more fully described as State of Louisiana Lease No. 3691, dated November 20, 1960, from the State of Louisiana, as Lessor, to Placid Oil Company, as Lessee, recorded in Book 22, Page 153, INSOFAR BUT ONLY INSOFAR as such lease covers and affects the following properties:

1. The SE/4 of the SE/4 of Section 32, Township 7 North, Range 4 East.
2. The NE/4 of the SW/4 of Section 4, Township 6 North, Range 4 East.
3. The NW/4 of the SW/4 of Section 33, Township 7 North, Range 4 East.

As to the properties described in items 1 through 3 above, Placid Oil Company's interest is a 1.0000000 gross working interest and a .8750000 net revenue interest.

- D. Placid Oil Company Lease No. 46110, more fully described as the State of Louisiana Lease No. 8485, between the State of Louisiana, as Lessor, and Placid Oil Company, as Lessee, dated January 14, 1980, and recorded in Oil and Gas Record Book 45, Page 203, INSOFAR BUT ONLY INSOFAR as such lease covers and affects the following property:

The NW/4 of the SW/4 of Section 22, Township 7 North, Range 4 East.

Placid Oil Company's interest in the property described above is a 1.0000000 gross working interest and a .8125000 net revenue interest.

- E. Placid Oil Company Lease No. 18627 being more fully described as that certain Oil and Gas Lease dated December 1, 1951, from the U. S. Department of Interior, Bureau of Land Management, as Lessor, to Placid Oil Company, as Lessee, recorded in Oil and Gas Lease Record Book 16, Page 309 under File No. 47352, INSOFAR BUT ONLY INSOFAR as it covers that certain Unit established by Communitization Agreement dated September 9, 1966, by and between the United States of America and the State Mineral Board on behalf of the State of Louisiana, royalty owners, and Placid Oil Company, Lessee, recorded in Conveyance Record Book 48, Page 296 under File No. 76958.

This Voluntary Unit is comprised of the SW/4 of the SE/4 of Section 10, Township 6 North, Range 3 East.

Placid Oil Company's interest in this Unit is a 1.0000000 gross working interest and a .8750000 net revenue interest. This is the same Unit described in Section "A," item number 10, above.

ACT OF COLLATERAL MORTGAGE, COLLATERAL
CHAPTEL MORTGAGE, PLEDGE AND ASSIGNMENT OF PRODUCTION

RECEIVED
JUN 7 3 43 PM '83
NOTARIAL PUBLIC
GULF OF MEXICO REGION
METairie, LOUISIANA

THE STATE OF TEXAS }
COUNTY OF DALLAS }

BE IT KNOWN that on this 1st day of June, 1983, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State of Texas, residing in Dallas County, Texas and in the presence of the two witnesses whose names are hereunto subscribed, PERSONALLY CAME AND APPEARED,

PLACID OIL COMPANY, a Delaware corporation ("Mortgagor"), with address of 3900 Thanksgiving Tower, Dallas, Texas 75201, herein represented by C. D. Brown, its duly authorized President, acting pursuant to duly adopted resolutions of the Board of Directors of such corporation, a copy of which is attached hereto and made a part hereof for all purposes,

and Mortgagor through its said representative did acknowledge and declare that it is desirous of obtaining funds from any Person willing to loan the same and that for such purposes Mortgagor does by these presents declare and acknowledge a debt in the principal sum of Two Billion and No/100 Dollars (\$2,000,000,000), plus interest, costs, and attorneys' fees as herein specified, and, to evidence such indebtedness, Mortgagor has executed its one certain promissory note (hereinafter called the "Mortgage Note"), which Mortgage Note is described as follows:

One Collateral Mortgage Note of even date herewith in the principal sum of Two Billion and No/100 Dollars (\$2,000,000,000), together with interest thereon from the date of the Note until paid, at a rate equal to the lesser of (i) twenty-five percent (25%) per annum, or (ii) the highest lawful rate from time to time permitted to be paid under limitations on interest imposed by applicable law, if any, executed by Mortgagor payable On Demand to the order of Bearer, at the principal banking house of RepublicBank Dallas, National Association, Pacific and

Erway Streets, Dallas, Texas 75201, which Note provides that if the same is placed in the hands of an attorney for collection, compromise or other action, or if suit is filed thereon, or proceedings are had in any bankruptcy, probate, receivership, reorganization, arrangement, or other judicial proceedings for the establishment or collection of any amount called for thereunder, or if any amount payable or to be payable thereunder is collected through any such proceeding, Mortgagor shall pay attorneys' fees or collection fees incurred in connection therewith which fees and expenses are fixed at ten percent (10%) of the amount, both principal and interest, then owing and thereafter accruing on said Note;

which Mortgage Note, having been presented, has been paraphed "Ne Varietur" as of this date by me, Notary, for identification with this Mortgage, and has been delivered to Mortgagor which acknowledges receipt thereof.

Mortgagor further declared that the Mortgage Note would be negotiated for the purpose of raising funds and securing its obligations, and Mortgagor does by these presents acknowledge that it is justly indebted unto any future holder or holders of the Mortgage Note (herein, whether one or more, called the "Mortgagee") for the full amount of the Mortgage Obligation (hereinafter defined), including but not limited to the Mortgage Note, together with interest thereon and attorneys' fees and other costs of collection incurred in connection therewith, as aforesaid.

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

REFERENCE IS MADE TO SECTION 6.14 HEREOF FOR THE DEFINITIONS OF SEVERAL OF THE TERMS USED HEREIN.

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

ARTICLE ONE

MORTGAGED PROPERTY

In order to secure the full and punctual payment, performance and observance of each and all of the following:

(a) the Mortgage Note, together with all other indebtedness and obligations mentioned or referred to herein; and

(b) all covenants, agreements and stipulations herein contained,

the Mortgage Note and all other indebtedness, obligations, covenants, agreements and stipulations described or to which reference is made in either or both of the preceding clauses (a) and (b) being herein collectively called the "Mortgage Obligation", Mortgagor does by these presents specifically MORTGAGE, PLEDGE, AND HYPOTHECATE unto and in favor of Mortgagee all the following described property (hereinafter collectively called the "Mortgaged Property"), to-wit:

Section 1.1 Oil and Gas Leases and Other Properties. All of those certain interests in oil and gas and/or oil, gas and mineral leases, royalty interests, other mineral rights and all other rights in immovable property, and all renewals and extensions thereof (herein collectively called the "Subject Interests") which are described and/or to which reference may be made in the schedule of properties set forth in Exhibit A attached hereto and captioned "Ne Varietur" for identification herewith (such exhibit being hereinafter called the "Mortgaged Property Schedule").

Section 1.2 Pooled Interests. All rights, titles, interests and estates now owned or hereinafter acquired by Mortgagor in and to (i) any and all properties now or hereafter pooled or unitized with any of the Subject Interests, and (ii) all presently existing or future unitization, communitization, and pooling agreements and the units created thereby which include all or any part of the Subject Interests, including, without limitation, all units formed under or pursuant to any Laws (hereinafter defined). The rights, titles, interests, and estates described in this Section 1.2 shall also be included within the term "Subject Interests" as used herein.

Section 1.3 Hydrocarbons. All oil, gas, casinghead gas, drip gasoline, natural gasoline and condensate, all other liquid and gaseous hydrocarbons, and all other minerals, whether similar to the foregoing or not, and other products

refined therefrom (herein collectively called "Hydrocarbons") now or hereafter produced from or accruing or allocable to the Subject Interests and/or to which Mortgagor now or hereafter may be entitled as a result of or by virtue of its ownership of the Subject Interests, including, without limitation, all oil in tanks.

Section 1.4 Contracts. All present and future rights of Mortgagor (including, without limitation, all rights to receive payments) under or by virtue of all present and future operating agreements (excepting, however, any operating agreements under which Mortgagor is designated as operator), contracts for the purchase, exchange, processing or sale of Hydrocarbons (the "Production Sales Contracts"), and other contracts and agreements relating in any way to all or any part of the Subject Interests, (including, but not limited to, those contracts listed in Exhibit A) as the same may be amended or supplemented from time to time (herein collectively called the "Subject Contracts").

Section 1.5 Other Property. All tenements, hereditaments, appurtenances, and properties in anywise appertaining, belonging, affixed or incidental to the Subject Interests, in which Mortgagor now owns or hereafter acquires an interest, including, without limitation, any and all property, immovable or movable, in which Mortgagor now owns or hereafter acquires an interest which is situated upon and/or used, held for use or useful in connection with all or any part of the Subject Interests, and including, without limitation, all pipelines; gathering lines; trunk lines; lateral lines; pipeline easements and rights-of-way; compressor, dehydration, and pumping equipment, sites, and leases; pumps; pumping units; compressors; dehydration units; separators; liquid extractors; heater treaters; valves; flow lines; gauge meters; alarms; supplies; machinery; derricks; buildings; structures, fixtures, oil wells, gas wells, injection wells, or other wells; processing plants; tanks and tank batteries; casings; Christmas trees; tubing; rods; liquid extractors; engines; boilers; tools; appliances; cables; wires; and any and all other items incorporated into such properties or improvements located therein or thereon in such manner that said items no longer remain movable property under the laws of Louisiana; together with all surface leases; rights-of-way; easements; permits; licenses; servitudes; and franchises; and all additions, substitutes, and replacements for, and accessories and attachments to, any of the foregoing (all such surface leases, easements, permits, licenses, servitudes, rights-of-way, franchises and other properties and rights above-described being herein called the "Subject Appurtenances").

Section 1.6 Other Rights to Hydrocarbons. Any and all other rights, titles, estates, and interests (whether or not presently included within the Subject Interests) now owned or hereafter acquired by Mortgagor (a) in and to all Hydrocarbons in and under and that may be produced and saved from the lands described or to which reference is made in the Mortgaged Property Schedule (the "Land") and (b) in and to all reversions, remainders, tools, rents, revenues, issues, benefits, proceeds, earnings, income, and profits from the Land.

Section 1.7 Exclusion of Interests to be Conveyed. Notwithstanding the provisions hereof which indicate that this Mortgage shall cover and effect the entire interest of Mortgagor in the Mortgaged Property, Mortgagor intends to convey unto Placid International Oil, Ltd. (herein called "PIOL") an undivided portion of Mortgagor's present interest in the Mortgaged Property. PIOL shall in turn convey such interest unto Louisiana Hunt Petroleum Corporation, a Delaware corporation, and Rosewood Resources (POC), Inc., a Delaware corporation. The Working Interest and Net Revenue Interest decimal fractions set forth in the Mortgaged Property Schedule have been computed after taking into account the interests which Mortgagor intends to convey to PIOL. If such conveyance is made, the interests so conveyed shall be free and clear of the lien created and evidenced by this Mortgage, to the extent, and only to the extent, that the interests conveyed do not reduce the Working Interest and Net Revenue Interest decimal fractions retained by Mortgagor with respect to each Mortgaged Property, below that shown in the Mortgaged Property Schedule.

ARTICLE TWO

REPRESENTATIONS AND WARRANTIES OF MORTGAGOR

Mortgagor represents and warrants that:

Section 2.1 Authority. The Subject Interests are valid and subsisting and are in full force and effect, and Mortgagor has full power and authority to execute and deliver this Mortgage, to grant, encumber, hypothecate, sell, mortgage, assign, transfer and convey the Mortgaged Property, and to make the covenants, representations, warranties, and assignments contained in this Mortgage, without obtaining the waiver, consent or approval of any lessor, sublessor, governmental agency or entity, or any other person or entity whatsoever.

Section 2.2 Title. Mortgagor has good and marketable title to, is the lawful owner and holder of, and is possessed of the Mortgaged Property, as the same is specified and described in the Mortgaged Property Schedule, and the Mortgaged

Property is free and clear of any and all Liens except (i) those specified in the Mortgaged Property Schedule, and (ii) Permitted Liens. With respect to each Mortgaged Property, the ownership of Mortgagor in such Mortgaged Property will, (i) with respect to each tract of land described in the Mortgaged Property Schedule, (A) entitle Mortgagor to receive (subject to the terms and provisions of this Mortgage) a decimal share of the oil and gas produced from, or allocated to, such tract equal to not less than the decimal share set forth in the Mortgaged Property Schedule in connection with such tract opposite the words "Net Revenue Interest" or words of similar import), (B) cause Mortgagor to be obligated to bear a decimal share of the cost of exploration, development and operation of such tract of land not greater than the decimal share set forth in the Mortgaged Property Schedule in connection with such tract opposite the words "Working Interest" (or words of similar import) and (ii) if such Mortgaged Property is shown in the Mortgaged Property Schedule to be subject to a unit or units, with respect to each such unit, (A) entitle Mortgagor to receive (subject to the terms and provisions of this Mortgage) a decimal share of all substances covered by such unit which are produced from, or allocated to, such unit not less than the decimal share set forth in the Mortgaged Property Schedule in connection with such Mortgaged Property opposite the words "Unit Net Revenue Interest" or words of similar import (and if such Mortgage Property is subject to more than one unit, words identifying such interest with such unit), and (B) obligate Mortgagor to bear a decimal share of the cost of exploration, development and operation of such unit not greater than the decimal share set forth in the Mortgaged Property Schedule in connection with such Mortgaged Property opposite the words "Unit Working Interest" or words of similar import (and if such Mortgaged Property is subject to more than one unit, words identifying such interest with such unit); such shares of production which Mortgagor is entitled to receive, and shares of expenses which Mortgagor is obligated to bear, are not subject to change (other than pursuant to non-consent provisions of operating agreements described in the Mortgaged Property Schedule in connection with such Mortgaged Property, respectively) except, and only to the extent that, such changes are reflected in the Mortgaged Property Schedule. The term "Working Interest" when used herein shall mean the ownership of an interest, expressed as a percentage or decimal in an oil and gas lease or other mineral right, which percentage or decimal interest also expresses the share of cost of operation, development or production borne by the owner of such interest. The term "Net Revenue Interest" when used herein shall mean the share of the proceeds of production from or attributable to a lease, mineral interest or unit, net of all royalty, overriding royalty or other burdens on production.

Section 2.3 Rents; Royalties; Taxes. All rents and royalties due and payable under the Subject Interests have been paid or otherwise accounted for.

Section 2.4 No Limitations on Payment for Production. No Mortgaged Property is subject to (1) any contractual or other obligation (including, without limitation, the right by a purchaser of gas to "make up" gas heretofore paid for but not taken or any regulatory refund obligation) to deliver oil and/or gas produced from the Mortgaged Properties from and after the "Effective Date" (as hereinafter defined) to third parties at a price then or thereafter to be paid that is less than the market price therefor (or in the case of a Production Sales Contract described in Exhibit A, less than the full regular contract price therefor) or (2) any contractual or other arrangement for the sale of production from the Mortgaged Properties whereby it is not reasonably expected that payment for production from such Mortgaged Property will be taken and paid for on a current basis; each gas contract to which the Mortgaged Properties, or any part thereof, are subject, contain pricing provisions which will permit collection of (i) the maximum ceiling price permitted by the Natural Gas Policy Act of 1978, or any successor gas price regulatory schemes, for gas subject thereto and (ii) substantially the market price thereof for gas to which clause (i) does not apply. No Mortgaged Properties is subject to a gas balancing arrangement under which an imbalance exists, and with respect to which imbalance Mortgagor is in an overproduced status and is required to (y) permit one or more third parties to take a portion of the production attributable to such Mortgaged Property without payment of the full market price therefor (or in the case of an existing Production Sales Contract described in Exhibit A, full regular contract price therefor) and/or (z) make payment in cash, in order to correct such imbalance.

Section 2.5 Status of Machinery. The machinery, equipment and other personal property and fixtures forming a part of the Mortgaged Property are in good repair and condition and are adequate for the normal operation of the Mortgaged Property in accordance with prudent industry standards.

Section 2.6 Status of Wells. All producing wells located on the Mortgaged Properties have been drilled, completed and produced, and the Mortgaged Properties (and properties unitized therewith) have been and are being maintained, operated and developed, in a good and workmanlike manner and in conformity with all applicable laws and all rules, regulations and orders of all duly constituted authorities having jurisdiction and in conformity with all oil, gas and/or other mineral leases and other contracts and agreements forming a part of the Mortgaged

Property and in conformity with the Permitted Liens; specifically in this connection, (i) no Mortgaged Property is subject to having allowable production after the Effective Date reduced below the full and regular allowable (including the maximum permissible tolerance) because of any overproduction (whether or not the same was permissible at the time) prior to the Effective Date and (ii) none of the wells located on the Mortgaged Properties (or properties unitized therewith) are deviated from the vertical more than the maximum permitted by applicable laws, regulations, rules and orders, and such wells are, in fact, bottomed under and are producing from, and the well bores are wholly within, the Mortgaged Properties (or, in the case of wells located on properties unitized therewith, such unitized property).

Section 2.7 Taxes. Mortgagor has filed all required tax returns and paid all taxes and other governmental charges or levies imposed or assessed upon its income, properties or profits, before the same became in default (including but not limited to all ad valorem taxes assessed against the Mortgaged Property or any part thereof and all occupation taxes and all production, severance, windfall profit, excise and other taxes assessed against, or measured by, the production of (or the value, or proceeds, of the production of) oil, gas, or other minerals accruing to the Mortgaged Properties), unless Mortgagor shall have contested the validity of such taxes, charges or levies imposed or assessed against it or its properties if (i) it has done so by appropriate proceedings timely instituted and pursued in good faith, (ii) it has established appropriate reserves for the payment thereof and (iii) the failure to pay the taxes, charges or levies when imposed or assessed does not materially jeopardize the validity or priority of the lien and security interests created or evidenced by this Mortgage.

Section 2.8. Litigation. There are no suits, actions, claims, investigations, inquiries, proceedings or demands threatened or pending which affect the Mortgaged Property (including, without limitation, any of same challenging or otherwise pertaining to Mortgagor's title to the Mortgaged Property), except as disclosed in Part I of Schedule 7 to the "Credit Agreement" (as hereinafter defined).

Section 2.9. Reports. All reports, statements and other data furnished by or on behalf of Mortgagor in connection with the granting of this Mortgage (including, without limitation, information with respect to the amount of oil, gas and other minerals produced from the Mortgaged Properties, contractual and regulatory constraints on the prices at which such production can be sold, and the status of such production for

the purposes of the Crude Oil Windfall Profit Tax of 1980, as amended) are true and correct in all material respects and do not omit to state any fact or circumstance necessary to make the statements contained therein not misleading.

ARTICLE THREE

COVENANTS OF MORTGAGOR

So long as the Mortgage Obligation or any part thereof remains outstanding or unpaid, Mortgagor covenants and agrees with Mortgagee that Mortgagor shall:

Section 3.1 Warranty of Title. Warrant and forever defend the title to the Mortgaged Property against the claims of all Persons whomsoever claiming or who may claim the same or any part thereof, at its sole cost and expense.

Section 3.2 Compliance with Leases, Subject Contracts and Easements. Timely perform all obligations under, and not violate any of the Leases comprising Subject Interests, any of the Subject Contracts, or Subject Appurtenances.

Section 3.3 Payment; Performance of Covenants. Make prompt payment, as the same become due, of the Mortgage Note and all interest thereon and of all other indebtedness included in the Mortgage Obligation, and punctually and properly perform all of Mortgagor's covenants, duties, and liabilities under this Mortgage.

Section 3.4 Inspection of Mortgaged Property. Allow Mortgagee to inspect the Mortgaged Property at reasonable times and with reasonable notice to Mortgagor.

Section 3.5 Operation of Mortgaged Property. Operate the Mortgaged Property, or cause the Mortgaged Property to be operated, in a careful and efficient manner in accordance with the practices of the industry and in compliance with all Subject Interests, Subject Contracts and Subject Appurtenances.

Section 3.6 Maintenance of Leases, Contracts, and Easements. Maintain all Leases comprising Subject Interests, all Subject Contracts, and Subject Appurtenances in full force and effect and not permit the surrender, abandonment, release, or termination of any Subject Interests, Subject Contracts or Subject Appurtenances, so long as the Subject Interests covered thereby or relating thereto are capable of producing Hydrocarbons in paying quantities.

Section 3.7 Cure of Defects. If the validity or priority of this Mortgage or of any Rights or Liens created or evidenced hereby with respect to the Mortgaged Property or any part thereof shall be endangered or questioned or shall be attacked directly or indirectly or if any legal proceedings are instituted against Mortgagor with respect thereto, give written notice thereof to the Mortgagee promptly and, at Mortgagor's own cost and expense, diligently endeavor to cure any defect that may be developed or claimed, and take all necessary and proper steps for the defense of such legal proceedings, including, but not limited to, the employment of counsel agreeable to Mortgagee, the prosecution or defense of litigation, and the release or discharge of all adverse claims. Mortgagee (whether or not named as a party to legal proceedings with respect thereto) is hereby authorized and empowered to take such additional steps as in its judgment and discretion may be necessary or proper for the defense of any such legal proceedings, including, but not limited to, the employment of independent counsel, the prosecution or defense of litigation, and the compromise or discharge of any adverse claims made with respect to the Mortgaged Property, and all expenses so incurred of every kind and character shall be a demand obligation owing by Mortgagor to Mortgagee and shall bear interest from the date of expenditure until paid at a rate equal to the lesser of (i) twenty-five percent (25%) per annum, and (ii) the Highest Lawful Rate, and the same shall be secured by the lien evidenced by this Mortgage, and the party incurring such expenses shall be subrogated to all rights of the person receiving such payment.

Section 3.8 Properties Not Operated by Mortgagor. Anything in this ARTICLE THREE to the contrary notwithstanding, with respect to those Subject Interests which are operated by operators other than Mortgagor, Mortgagor shall not be obligated to perform undertakings performable only by such operators and which are beyond the control of Mortgagor. In each such case, however, Mortgagor will promptly exercise all such Rights and take all actions as are available to it, under applicable operating arrangements or otherwise, to bring about the performance of any such undertakings required to be performed by such operators and required by this Mortgage.

Section 3.9 Stamp Taxes; Recording Fees. Promptly pay any stamp or documentary Taxes, recording fees and filing fees which may be required to be paid with respect to or in connection with the filing, recordation, refiling and re-recordation of the Mortgage Note, this Mortgage, the Mortgage Obligation or any part thereof.

Section 3.10 Payment of Taxes. Promptly pay any tax levied or assessed against (a) the Subject Properties, (b) the Mortgage Obligation, (c) the Mortgage or (d) against Mortgagee with respect to this Mortgage; provided, however, that Mortgagor may contest the validity of taxes imposed on or assessed against it or its property if (i) it does so by appropriate proceedings timely instituted and pursued in good faith (ii) it establishes appropriate reserves for the payment thereof and (iii) the failure to pay such taxes when imposed or assessed does not materially jeopardize the validity or priority of the lien created or evidenced by this Mortgage.

Section 3.11 Further Assurances. On request of Mortgagee, promptly correct any defect, error or omission which may be discovered in the contents of the Mortgage Note or this Mortgage or in the execution or acknowledgment hereof, and execute and deliver any and all additional instruments as may be reasonably requested by the Mortgagee to correct such defect, error or omission or to identify any Mortgaged Property which is or becomes subject to this Mortgage.

Section 3.12 Non-Working Interests. As to any part of the Mortgaged Property which is not a working interest, take all such action and exercise all such Rights as are available to Mortgagor as an owner of a non-working interest to bring about the performance of undertakings performable only by such owner or owners of the working interest in such Mortgaged Property required to be performed by such owner or owners and which are required by this Mortgage.

Section 3.13 Sale or Alienation of Mortgaged Property. Not sell, lease, transfer, alienate or otherwise dispose of the Mortgaged Property, or any interest therein, without the prior written consent of the Mortgagee, except as permitted by Section 5.1(d) of that certain Credit Agreement (the "Credit Agreement") dated June 1, 1983, by and among Placid Oil Company et al, as Obligors, and RepublicBank Dallas, National Association, as Agent, and Fifteen Banks, as Lenders.

ARTICLE FOUR

DEFAULTS AND REMEDIES

Section 4.1 Default in Payment. If the Mortgage Note or any other indebtedness included within the Mortgage Obligation shall become due and payable and shall not be promptly paid when due or if Mortgagor shall fail to perform or observe timely any covenant, agreement or stipulation herein contained (a "Default"), Mortgagee shall have the right and power to

proceed by suit or suits for specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted or for any foreclosure hereunder or for the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate remedy. Mortgagor agrees to the full extent that it lawfully may that in case the Mortgage Note or any other indebtedness included within the Mortgage Obligation be not paid promptly when due or if any other Default shall occur, then and in every case Mortgagee shall have the right and power to enter into and upon and possession of all or any part of the Mortgaged Property in the possession of Mortgagor, its successors or assigns, or its agents or servants, and may exclude Mortgagor, its successors or assigns, and all persons claiming under Mortgagor or its agents or employees wholly or partly therefrom; and holding the same, Mortgagee may use, administer, operate, and control the Mortgaged Property and conduct the business thereof to the same extent as Mortgagor, its successors or assigns, might at the time do and may exercise all Rights of Mortgagor in the name, place and stead of Mortgagor, or otherwise as Mortgagee shall deem best. In connection with each and all of the foregoing and acting pursuant to the authority granted under Louisiana Revised Statutes 9:5131, et seq., Mortgagor and Mortgagee hereby expressly designate Mortgagee, or its agents, servants, or employees as "keeper" of each and all of the Mortgaged Property.

Section 4.2 Sale by Executory Process. Mortgagor for itself, its successors and assigns does by these presents agree and stipulate that, upon the occurrence of a Default, it shall be lawful for and Mortgagor does hereby authorize Mortgagee without making a demand or putting in default (putting in default being expressly waived) to cause all and singular the Mortgaged Property to be seized and sold by executory or other legal process without appraisement (appraisement being expressly waived), either in its entirety or in lots or parcels as Mortgagee may determine, to the highest bidder for cash or on such terms as Mortgagee may direct. Mortgagor for itself, its successors and assigns hereby confesses judgment for the full amount of the Mortgage Note including, without limitation, principal, interest, and attorneys' fees due thereunder, and any other Mortgage Obligation secured and to be secured hereby.

Section 4.3 Certain Waivers. Mortgagor hereby expressly waives: (a) the benefit of appraisement provided for in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure and all other laws conferring the same; (b) the demand and three days delay provided for in Articles 2639 and

2721 of the Louisiana Code of Civil Procedure; (c) the notice of seizure provided for in Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; and (d) the three days delay provided for in Article 2331 of the Louisiana Code of Civil Procedure; and Mortgagor expressly agrees to the immediate seizure of the property subject hereto in the event of suit hereon and further Mortgagee shall be entitled to all of the rights and remedies provided for in Articles 9:4301-4304 and 31:203, et seq., of the Louisiana Revised Statutes and to all other provisions of Articles 197-204 of the Louisiana Mineral Code.

Section 4.4 Rights Cumulative. Every Right herein given to Mortgagee shall be cumulative and in addition to every other Right herein specifically given and now or hereafter existing; and each and every Right, whether specifically given or otherwise existing, may be exercised from time to time and so often and in such order as may be deemed expedient by Mortgagee and the exercise or the beginning of the exercise of any such Right shall not be deemed a waiver of the Right to exercise, at the same time or thereafter, any other Right. No delay or omission by Mortgagee in the exercise of any Right shall impair any such Right or operate as a waiver of any other Right then or thereafter existing.

Section 4.5 Marshalling of Assets, Sales in Parcels. Mortgagor, for itself and all who may claim through or under Mortgagor, waives, to the extent that Mortgagor may lawfully do so under applicable law, any and all rights to have the Mortgaged Property marshalled upon any foreclosure of the lien and privilege hereof or sold in inverse order of alienation, and Mortgagor agrees that Mortgagee may cause the Mortgaged Property to be sold as an entirety or in parcels as Mortgagee may direct and may sell any personal property separate and apart from other Mortgaged Property.

Section 4.6 Surrender of Insurance Policies. Upon the occurrence of a Default, Mortgagee may surrender any insurance policies held by the Mortgagee covering the Mortgaged Property, or any part thereof, and may receive and apply the unearned premiums as a credit on the Mortgage Obligation, and, in connection therewith, Mortgagor hereby appoints Mortgagee as the agent and attorney-in-fact for Mortgagor to collect such premiums.

Section 4.7 Performance by Mortgagee. If Mortgagor should fail, refuse, or be unable to pay any sum of money herein covenanted to be paid by Mortgagor, or fail, refuse, or be unable to keep or perform any additional covenant or covenants whatsoever contained in this instrument, Mortgagee may, but

shall not be obligated to, pay said sums of money, or perform or attempt to perform any such covenant, and any such payment so made or expense reasonably incurred in the performance or attempted performance of any such covenant shall be, and is hereby declared by Mortgagor to be, a part of the indebtedness secured hereby, and Mortgagor promises, upon demand, to pay to Mortgagee all sums so advanced or paid by Mortgagee, with interest at a rate equal to the lesser of (i) twenty-five percent (25%) per annum, and (ii) the Highest Lawful Rate, such interest to accrue from the date paid or incurred by Mortgagee. No such payment by Mortgagee shall in any way be considered or constitute a waiver of any such default or of Mortgagee's right to declare the Mortgage Obligation at once due and payable. In addition to the lien hereof, Mortgagee shall be subrogated to all rights and Liens securing the payment of any debt, claim, tax, or assessment for the payment of which it shall have made such advance.

Section 4.8 Other Rights. Mortgagee shall have and may exercise any and all other Rights which Mortgagee may have at law, or in equity, by virtue of any other security instrument, or otherwise.

ARTICLE FIVE

ASSIGNMENT OF PRODUCTION

Section 5.1 Additional Security. To additionally secure the Mortgage Obligation, Mortgagor has, effective as of 7:00 o'clock a.m., local time on May 1, 1983, at the site of each of the Subject Interests (the "Effective Date"), PLEDGED, PAWNED, ASSIGNED, TRANSFERRED, AND CONVEYED, and does hereby PLEDGE, PAWN, ASSIGN, TRANSFER, AND CONVEY, unto Mortgagee, all of the following:

(a) All Hydrocarbons, the proceeds therefrom, and all products obtained or processed therefrom, produced and to be produced from the Mortgage Property, and the proceeds therefrom (all such proceeds and products being herein called "Proceeds") and Mortgagor hereby authorizes and empowers Mortgagee to demand, collect, and receive such Hydrocarbons and Proceeds, to endorse and cash any checks and drafts payable to Mortgagor or Mortgagee for the account of Mortgagor received from or in connection with such Hydrocarbons and Proceeds and to execute any release, receipt, division order, transfer order, and relinquishment or other instrument that may be required or necessary to collect and receive such Hydrocarbons and Proceeds. Said Hydrocarbons are to be delivered into pipelines connected with the Mortgaged Property free and clear

of all taxes, charges, costs and expenses. Mortgagor hereby authorizes and directs all pipeline companies, gathering companies, and others purchasing Hydrocarbons or having in their possession any Hydrocarbons or Proceeds, to pay and deliver to Mortgagee, upon request therefor by Mortgagee, all such Hydrocarbons and Proceeds without any further inquiry into the rights of Mortgagee to receive the same. Mortgagor agrees that all division orders, transfer orders, receipts, and other instruments which Mortgagee may from time to time execute and deliver for the purpose of collecting or receipting for Hydrocarbons or Proceeds may be relied upon in all respects, and that the same shall be binding upon Mortgagor and Mortgagor's successors and assigns. Mortgagor agrees to execute and deliver all necessary, convenient or appropriate instruments, including transfer and division orders, which may be required by Mortgagee in connection with the receipt by Mortgagee of Hydrocarbons or Proceeds and to indemnify and keep and hold Mortgagee free and harmless from all parties whomsoever having or claiming an adverse interest in Hydrocarbons and Proceeds and in this respect agrees to pay all expenses, costs, charges, and reasonable attorneys' fees that may be incurred by Mortgagee as to any of such matters.

(b) All Proceeds and other proceeds and payments payable to or to become payable to Mortgagor or to which Mortgagor is entitled under all Production Sales Contracts, all gas transportation contracts, and all gas processing contracts now or hereafter to become a part of the Mortgaged Property, and all other Subject Contracts.

(c) All amounts, sums, revenues, and income which become payable to Mortgagor from any of the Mortgaged Property (including any after-acquired properties) or under any contract, present or future, relating to any gas pipeline system or any processing plant or unit now or hereafter constituting a part of the Mortgaged Property.

Section 5.2 Transfer Orders. Mortgagor agrees to execute such transfer orders, payment orders, division orders, and other instruments as may be needed by Mortgagee or requested by it incident to its having all assigned payments made directly to it at the office of RepublicBank Dallas, National Association, in Dallas, Texas, or such other place as Mortgagee shall direct. Mortgagor hereby authorizes and directs all such pipeline companies, purchasers, transporters, and other parties owing moneys to Mortgagor under contracts herein assigned, to pay such amounts direct to Mortgagee as follows (or at such other address as Mortgagee may specify in writing):

RepublicBank Dallas, National Association
Pacific and Ervay Streets
P.O. Box 225961
Dallas, Texas 75265

Attention: Energy Banking Group

and such authorization shall continue until this Mortgage is released. Mortgagee is authorized to collect, receive, and receipt for all such amounts, and no party making payment shall have any responsibility to see to the application of any funds paid to Mortgagee but shall be fully protected in making such payment to Mortgagee under the assignments herein contained. Should Mortgagee bring suit against any third party for collection of any amounts or sums included within this assignment (and Mortgagee shall have the right to bring any such suit), it may sue either in its own name or in the name of Mortgagor.

Section 5.3 Payment of Proceeds. In the event that, for its convenience, Mortgagee should elect with respect to particular properties or contracts not to exercise immediately its right to receive Hydrocarbons or Proceeds, then the purchasers or other persons obligated to make such payment shall continue to make payment to Mortgagor until such time as written demand has been made upon them by Mortgagee that payment be made direct to Mortgagee. Such failure to notify shall not in any way waive the right of Mortgagee to receive any payments not theretofore paid over to Mortgagor before the giving of written notice. In this regard, in the event payments are made direct to Mortgagee, and then, at the request of Mortgagee payments are, for a period or periods of time, paid to Mortgagor, Mortgagee shall nevertheless have the right, effective upon written notice, to require that future payments be again made to it.

Section 5.4 Limitation of Liability of Mortgagee. Mortgagee is hereby absolved from all liability for failure to enforce collection of the proceeds and amounts assigned under Section 5.1 above and from all other responsibility in connection therewith, except the responsibility to account (by application upon the Mortgage Obligation or otherwise) for funds actually received. Mortgagor agrees to indemnify and hold harmless Mortgagee against any and all liabilities, actions, claims, judgments, costs, charges, and attorneys' fees by reason of the assertion that it has received, either before or after payment and performance in full of the Mortgage Obligation, funds from the production of Hydrocarbons claimed by third persons, and Mortgagee shall have the right to defend against any such claims or actions, employing attorneys of its

own selection and, if not furnished with indemnity satisfactory to it, it shall have the right to compromise and adjust any such claims, actions, and judgments, and in addition to the rights to be indemnified as herein provided, all amounts paid by Mortgagee in compromise, satisfaction, or discharge of any such claim, action, or judgment, and all court costs, attorney's fees, and other expenses of every character incurred by Mortgagee pursuant to the provisions of this Section shall be demand obligations owing by Mortgagor and shall bear interest at a rate equal to the lesser of (i) twenty-five percent (25%) per annum, and (ii) the Highest Lawful Rate, such interest to accrue from date of expenditure until paid and to be secured by the Liens evidenced by this Mortgage.

Section 5.5 Duty to Pay Obligation. Nothing contained herein shall limit Mortgagor's absolute duty to make payment when due of the Mortgage Note and all other indebtedness included within the Mortgage Obligation when the proceeds received by Mortgagee pursuant to Section 5.1 hereof are insufficient to pay the same, and receipt of proceeds under said Section 5.1 shall be in addition to all other security now or hereafter existing to secure payment of the Mortgage Obligation.

ARTICLE SIX

MISCELLANEOUS

Section 6.1 Limitation on Costs. Anything in this Mortgage to the contrary notwithstanding, the amount of the Mortgage Obligation of Mortgagor for costs advanced by Mortgagee for taxes, insurance, or for any other purpose permitted hereunder or under any other instrument executed in connection with or as security for the Mortgage Obligation secured and to be secured hereby shall in no event exceed twenty percent (20%) of the original principal amount of the Mortgage Note.

Section 6.2 Waiver of Production of Mortgage and Tax Certificates. The parties hereto expressly waive the production of mortgage or tax certificates and hereby relieve and release me, Notary, and agree to hold me harmless from and by reason of the nonproduction and nonannexation thereof to this Mortgage.

Section 6.3 Covenants Running with the Land. The covenants and agreements herein contained shall constitute real obligations running with the Land and interests covered or

affected hereby and shall be binding upon the successors and assigns of the parties hereto.

Section 6.4 Release of Mortgage. If the Mortgage Obligation is paid and performed in full in accordance with the terms of this Mortgage and the Mortgage Note and other security instruments, and if Mortgagor shall well and truly perform all of Mortgagor's covenants contained herein, then this Mortgage shall be released at Mortgagor's request and expense; otherwise, it shall remain in full force and effect, provided that no release hereof shall impair Mortgagor's warranties and indemnities contained herein.

Section 6.5 Waivers. Any and all covenants in this Mortgage may from time to time, by instrument in writing signed by Mortgagee and delivered to Mortgagor, be waived to such extent and in such manner as Mortgagee may desire, but no such waiver shall ever affect or impair Mortgagee's Rights or Liens hereunder, except to the extent specifically stated in such written instrument.

Section 6.6 Condemnation Sale. Mortgagee shall be entitled to receive any and all sums which may be awarded or become payable to Mortgagor for the condemnation of the Mortgaged Property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Mortgagor for damages caused by public works or construction on or near the Mortgaged Property. All such sums are hereby assigned to Mortgagee, and Mortgagor shall, upon request of Mortgagee, make, execute, acknowledge, and deliver any and all additional assignments and documents as may be necessary from time to time to enable Mortgagee to collect and receipt for any such sums. Mortgagee shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such sums.

Section 6.7 Insurance Proceeds. Mortgagee may collect the proceeds of any and all insurance that may become payable with respect to the Mortgaged Property, or any part thereof, and, at its option, may use the same to rebuild or restore the improvements on the Mortgaged Property or may apply the same to the Mortgage Obligation, whether then matured or to mature in the future, and may deduct therefrom any expenses incurred in connection with the collection or handling of such proceeds, it being understood that Mortgagee shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such proceeds.

Section 6.8 Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

Section 6.9 Headings. The captions, headings, and arrangements used in this Mortgage are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 6.10 Notices. Whenever this Mortgage requires or permits any consent, approval, notice, request, or demand from one party to another, the consent, approval, notice, request or demand must be in writing to be effective and shall be deemed to have been given on the day it is enclosed in an envelope, properly stamped, sealed, and deposited, in the United States Mail, certified, return receipt requested, addressed to the party to be notified at the address stated below (or at such other address as may have been designated by a written notice delivered to the notifying party not less than ten (10) days prior to the transmittal of such notice):

If to Mortgagor: Placid Oil Company
 3900 Thanksgiving Tower
 Dallas, Texas 75201
 Attention: Treasurer

If to Mortgagee: RepublicBank Dallas,
 National Association
 Pacific and Ervay Streets
 P.O. Box 225961
 Dallas, Texas 75265
 Attention: Energy Banking Group

Section 6.11 Governing Law. This Mortgage shall be governed by the Laws of the State of Louisiana, in which the Mortgaged Property is located, which shall govern the validity, construction, enforcement, and interpretation of this Mortgage and the Mortgage Note.

Section 6.12 Invalid Provisions. If any provision of this Mortgage is invalid or unenforceable in any jurisdiction, then, to the extent permitted by Law, (a) the other provisions thereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of Mortgagee in order to carry out the intentions of the parties hereto as nearly as may be possible, and (b) the invalidity or unenforceability of such provision in any jurisdiction shall not affect the validity or enforceability thereof in any other jurisdiction.

Section 6.13 Maximum Interest Rate. Regardless of any provisions contained in this Mortgage, in the Mortgage Note or any other security instrument evidencing or securing all or any part of the Mortgage Obligation, the Mortgagee shall never be entitled to receive, collect, or apply as interest on the Mortgage Obligation any amount computed at a rate in excess of the Highest Lawful Rate and, in the event the Mortgagee ever receives, collects, or applies, as interest, any such excess, such amount which would be excessive interest shall be deemed a partial repayment of principal and treated hereunder or thereunder as such; and, if the principal balance of the Mortgage Obligation is paid in full, any remaining excess shall be forthwith refunded to Mortgagor. In determining whether or not the interest paid or payable, under any specific contingency, exceeds the Highest Lawful Rate, Mortgagor and Mortgagee shall, to the maximum extent permitted under applicable Law, (a) characterize any nonprincipal payment as an expense, fee, or premium rather than as interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread the total amount of interest throughout the entire contemplated term of the Mortgage Obligation in accordance with the amount outstanding hereunder and the Highest Lawful Rate from time to time in effect in order to lawfully charge the maximum amount of interest which may be charged; provided that, if the Mortgage Obligation is paid and performed in full prior to the end of the full contemplated term thereof and if the interest received for the actual period of existence thereof exceeds the maximum legal limit, Mortgagee shall refund to Mortgagor the amount of such excess or credit the amount of such excess against the unpaid principal balance of the Mortgage Obligation, and, in such event, the Mortgagee shall not be subject to any penalties provided by any Laws for contracting for, charging, taking, reserving, or receiving interest in excess of the amount computed at the Highest Lawful Rate.

Section 6.14 Definitions. As used herein, the following terms shall have the meanings indicated:

"Credit Agreement" has the meaning given such term in Section 3.13 hereof.

"Default" has the meaning given such term in Section 4.1 hereof.

"Highest Lawful Rate" means the maximum rate of interest which Mortgagee is allowed from time to time to contract for, charge, take, reserve, or receive under applicable Law after taking into account, to the extent permitted by applicable Laws, any and all relevant fees, payments, and charges. In the

event applicable laws provide for a ceiling under Article 5069-1.04, Title 79, Revised Civil Statutes of Texas, 1925, as amended, that ceiling will be the "indicated rate ceiling," as defined therein.

"Hydrocarbons" has the meaning given such term in Section 1.3 hereof.

"Laws" means all applicable constitutions, treaties, statutes, laws, ordinances, regulations, orders, writs, injunctions, or decrees of the United States or of any state, commonwealth, nation, territory, possession, county, parish, municipality, or Tribunal.

"Lien" means any lien, mechanic's lien, materialman's lien, pledge, conditional sale agreement, title retention agreement, financing lien, production payment, advance payment, security interest, or other encumbrance, whether arising by agreement or under Law.

"Mortgage" means this Act of Collateral Mortgage, Collateral Chattel Mortgage, Pledge and Assignment of Production.

"Mortgage Note" has the meaning given such term on the first page hereof.

"Mortgage Obligation" has the meaning given such term in Article One hereof.

"Mortgaged Property" has the meaning given such term in Article One hereof.

"Mortgaged Property Schedule" has the meaning given such term in Article One hereof.

"Mortgages" means RepublicBank Dallas, National Association, and each future holder (whether one or more and other than Mortgagor) of the Mortgage Note, or any part thereof, and their respective successors and assigns.

"Mortgagor" means Placid Oil Company, a Delaware corporation and its successors.

"Permitted Liens" means:

- (a) Liens for taxes not yet due and payable;
- (b) mechanics' and materialmen's Liens and similar statutory Liens for services or materials for which payment

is not yet due or which Mortgagor shall have contested in good faith by appropriate proceedings timely instituted, and for which Mortgagor has set aside appropriate reserves on its books;

(c) encumbrances consisting of zoning restrictions, easements, or other restrictions on the use of real property, none of which materially impair the use of such property by the Person in question in the operation of its business, and none of which is violated by existing or proposed structures or land use;

(d) the following, if the validity or amount thereof is being contested in good faith and by appropriate and lawful proceedings and so long as (i) levy and execution thereon have been stayed and continue to be stayed, (ii) they do not in the aggregate materially detract from the value of the property in question, or materially impair the use thereof in the operation of Mortgagor's business, and (iii) an adequate reserve, if appropriate or if requested by Mortgagee, has been established: claims and Liens for Taxes due and payable; existing and inchoate claims upon, and existing defects in title to, real or personal property; any attachment of personal or real property or other legal process prior to adjudication of a dispute on the merits; claims and Liens of mechanics, materialmen, warehousemen, or carriers, or other like Liens; and adverse judgments on appeal;

(e) Liens securing the Mortgage Obligation;

(f) Liens described in the Mortgaged Property Schedule; and

(g) operator's Liens incurred pursuant to operating agreements for exploration, development, and/or production of Hydrocarbons, entered into by Mortgagor in the ordinary course of business, to the extent such Liens do not secure past due obligations.

"Person" means any individual, firm, corporation, association, partnership, joint venture, company, trust, Tribunal, or other entity.

"Proceeds" has the meaning given such term in Section 5.1(a) hereof.

"Production Sales Contracts" has the meaning given to such term in Section 1.4 hereof.

"Rights" means rights, remedies, powers and privileges.

"Subject Appurtenances" has the meaning given such term in Section 1.5 hereof.

"Subject Contracts" has the meaning given such term in Section 1.4 hereof.

"Subject Interests" has the meaning given such term in Sections 1.1 and 1.2 hereof.

"Taxes" mean all taxes, assessments, fees, levies, imposts, duties, deductions, withholdings, or other similar charges from time to time or at any time imposed by any Law or any Tribunal.

"Tribunal" means any court or any governmental department, commission, board, bureau, agency, or instrumentality of the United States or of any state, commonwealth, nation, territory, possession, county, parish, or municipality, whether now or hereafter constituted and/or existing.

Section 6.15 Form of Instrument. This instrument may be construed and enforced from time to time as a mortgage, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation, or contract, or any one or more of them as may be appropriate under applicable Laws, in order fully to effectuate the lien hereof and the purposes and agreements herein set forth.

6.16 Counterparts. This Mortgage is being executed in multiple counterparts, each of which shall be identical, except that to facilitate recollection, certain counterparts hereof include only that portion of Exhibit A which contains specific descriptions of the Mortgaged Properties located in the parish or recording jurisdiction in which the particular counterpart is to be recorded, and other portions of Exhibit A are included by reference only. All of such counterparts together shall constitute one and the same instrument.

Section 6.17 Binding Effect. This Mortgage is binding upon Mortgagor, its successors and assigns and shall inure to the benefit of Mortgagee, and its successors and assigns.

Section 6.18 State Royalties. Neither this Mortgage nor any approval hereof by the State Mineral Board of the State of Louisiana shall be deemed in any way to constitute a mortgage, pledge or hypothecation of the royalties stipulated to be paid to the State of Louisiana under any oil, gas and mineral lease granted by the State Mineral Board of Louisiana (acting for and

on behalf of the State of Louisiana) and described in the Mortgaged Property Schedule.

AND NOW unto these presents personally came and appeared RepublicBank Dallas, National Association, represented by its Vice President, Joe D. Jeter, acting and appearing herein as Mortgagee, who does hereby accept this Act of Collateral Mortgage, Collateral Chattel Mortgage, Pledge and Assignment of Production, and agrees to all terms and provisions hereof.

THUS DONE AND PASSED in my office in Dallas County, State of Texas, on the day, month, and year first above written in the presence of the undersigned competent witnesses who hereunto sign their names with the said Mortgagor and Mortgagee and me, Notary, after due reading of the whole.

WITNESSES
TO ALL SIGNATURES:

MORTGAGOR:
PLACID OIL COMPANY

Kathy Cleveland

By C. D. Brown
C. D. Brown, President

James L. Irish

MORTGAGEE:
RepublicBank Dallas,
National Association

By Joe D. Jeter
Joe D. Jeter
Vice President

Glenda G. Duncan
Glenda G. Duncan, Notary Public
in and for the State of Texas

My Commission Expires: September 26, 1985



[SEAL]

CERTIFIED COPY
OF
RESOLUTIONS OF BOARD OF DIRECTORS
OF
PLACID OIL COMPANY

I, Paul W. Hicks, Secretary of Placid Oil Company, a Delaware corporation (the "Corporation"), do hereby certify as follows:

(i) that I am the duly elected and qualified Secretary of the Corporation and custodian of the Corporation's records;

(ii) that set forth below is a true and correct restatement of certain resolutions duly and unanimously adopted by the Board of Directors of the Corporation by unanimous written consent in accordance with the provisions of Section 141(f) of the General Corporation Law of the State of Delaware, and that said resolutions became effective on or before June 1, 1983:

WHEREAS, it is proposed that the Corporation execute and deliver the Credit Agreement (the "Credit Agreement") to be dated June 1, 1983, among P. Ref. Co., Placid Building & Service Co., Placid International Oil, Ltd., Placid Investment Company and Crescent Investment Company, as Borrowers, the Corporation as Guarantor, RepublicBank Dallas, National Association, as Agent (the "Agent") and the other banks named therein, and pursuant to and subject to the terms and conditions of such Credit Agreement the Banks will from time to time, make loans to the Borrowers in aggregate principal amounts not in excess of \$1,235,000,000 at any time outstanding (the Banks executing the Credit Agreement and any other banks becoming a party to the Credit Agreement hereinafter being called the "Banks"); and

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UNIT OF MEXICO DES RECHERCHES
METABOLIC, LOUISIANA

WHEREAS, it is proposed that the Corporation execute and deliver a guaranty agreement (the "Guaranty") to be dated as of June 1, 1983, from the Corporation, as Guarantor, in favor of the Banks, guaranteeing all of the obligations of the Borrowers and the Corporation under the terms of the Credit Agreement, as well as under the terms of any other Loan Documents, as defined therein; and

WHEREAS, in connection with its execution of the Credit Agreement and the Guaranty, it is proposed that the Corporation execute and deliver to the Agent a Collateral Mortgage Note (the "Mortgage Note") in the principal amount of \$2,000,000,000, payable on demand to the order of Bearer with interest thereon at a rate equal to the lesser of (i) twenty-five percent (25%) per annum, and (ii) the highest lawful rate from time to time permitted to be paid under limitations on interest imposed by applicable law, and containing provisions for the payment of attorneys' fees and other costs if suit is had thereon for collection, which Mortgage Note is to be secured by an Act of Collateral Mortgage, Collateral Chattel Mortgage, Pledge and Assignment of Production (the "Collateral Mortgage") to be executed by the Corporation covering all of the Corporation's interest in certain oil and gas properties in or offshore of the State of Louisiana; and

WHEREAS, the Mortgage Note will be pledged by the Corporation to the Agent pursuant to an Act of Pledge of Collateral Mortgage Note to secure the Guaranty and the Credit Agreement and any extensions, renewals, or rearrangements of the foregoing; and

WHEREAS, copies of the proposed Credit Agreement, the proposed Collateral Mortgage, the proposed Mortgage Note and other Loan Papers (as used in these resolutions "Loan Papers" means the Credit Agreements, the Guaranty, the Mortgage Note, the Act of Collateral Mortgage, Pledge and Assignment of Production referred to herein, and

the Act of Pledge of Collateral Mortgage Note (referred to herein) have been submitted to and reviewed by the Directors of the Corporation;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the form, terms, and provisions of the Loan Papers referred to herein be, and the same hereby are, approved in all respects, and that C. D. Brown, President of the Corporation, and Walter Fraker, Vice President and Treasurer of the Corporation, with respect to each of the Loan Papers, each be, and each of said officers, acting alone, hereby is, authorized and empowered to execute and deliver the same in the name and on behalf of the Corporation and under its seal or otherwise, substantially in the form submitted to the Directors of the Corporation, with such changes in the terms and provisions thereof as either shall, in his sole discretion, deem necessary or desirable and in the best interest of the Corporation, the signature of either being conclusive evidence that he did so deem any such changes to be necessary or desirable and in the best interest of the Corporation; and further

RESOLVED, that the President, any Vice President and the Treasurer of the Corporation each be, and each of said officers, acting alone, hereby is, authorized and empowered to execute and deliver all such further certificates, instruments, documents, mortgages, notes, and papers in the name and on behalf of the Corporation and under its seal or otherwise, and to perform all acts and to do all things, which such officer may deem necessary or desirable to consummate the transactions contemplated by the Loan Papers with such modifications, amendments, or further agreements that such officer, in his sole discretion, may deem necessary or desirable and in the best interest of the Corporation. his execution and delivery, in the name and on behalf of the Corporation, of any such agreement, certificate, instrument, document, mortgage, note, or paper or the taking of any such action

to be conclusive evidence that he did so deem the same to be necessary or desirable and in the best interest of the Corporation; and further

RESOLVED, that the President, any Vice President, the Treasurer, the Secretary, and any Assistant Secretary of the Corporation each be, and each of said officers, acting alone, hereby is, authorized and empowered to certify and attest any agreements, instruments or documents which such officer may deem necessary or appropriate to consummate the transactions contemplated by the Loan Papers, provided that such attestation shall not be required for the validity of the particular document.

(iii) that none of the resolutions set forth above have been amended, or rescinded; and each such resolution is in full force and effect on the date hereof; and

(iv) that the Guaranty, the Act of Collateral Mortgage, Collateral Chattel Mortgage, Pledge and Assignment of Production to which this Certified Copy of Resolutions is attached is identical to the form of said instrument presented to the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Corporation this 1st day of June, 1983.

PLACID OIL COMPANY

Paul W. Hicks
Paul W. Hicks, Secretary

(SEAL)

CS./PLA-23Y

EXHIBIT "A"

ACT OF COLLATERAL MORTGAGE,
COLLATERAL CHATTEL MORTGAGE,
PLEDGE AND ASSIGNMENT OF PRODUCTION

IBERIA PARISH, LOUISIANA

All instruments described or referred to hereinbelow are incorporated herein by reference as if copied herein in full.

All of Mortgagor's right, title and interest in and to the following:

South Marsh Island Area, North Addition, Block 268

(No. 38893): That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Placid Oil Company, et al, as Lessee, dated January 1, 1973, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 2310, covering the following area:

All of Block 268, South Marsh Island Area, North Addition, as shown on OCS Official Leasing Map, Louisiana Map No. 3D;

which lease is subject to the following:

A. Operating Agreement dated January 11, 1973, by and between Placid Oil Company, as Operator, and Trans-Ocean Oil, Inc., et al, as Non-Operators, and any amendments thereto.

B. Unit Participation Agreement dated July 1, 1980 by and between the working interest owners.

C. Gas Exploration and Development Incentive Agreement No. T-41, dated May 31, 1973, by and between Placid Oil Company and Trunkline Gas Company, covering properties in South Marsh Island, Blocks 268, 269 and 281, Offshore, Louisiana; as amended by Supplemental Agreement dated May 31, 1974; Amendment to Supplemental Agreement dated April 3, 1975; and Amendment dated March 18, 1975.

D. Gas Transportation Contract No. T-44 dated March 31, 1975, by and between Trunkline Gas Company and Placid Oil Company, et al, covering properties located in South Marsh Island, Blocks 268, 269 and 281, Offshore, Louisiana.

E. Gas Transportation Agreement No. S-11, dated February 26, 1975, by and between Southern Natural Gas Company and Placid Oil Company, et al, covering properties located in South Marsh Island, Blocks 268, 269 and 281, Offshore, Louisiana.

F. Oil Purchase Contract (S-PRC-29) dated January 28, 1981, between Placid Oil Company (Seller) and Placid Refining Company (Buyer) covering the sale and delivery of oil and/or condensate produced from South Marsh Island Block 268 (OCS G-2310), Block 269 (OCS G-2311) and Block 281 (OCS G-2600), Offshore Louisiana, as amended by Letter Agreement dated July 29, 1981.

G. Crude Oil Sales Agreement T-HOC-121 dated June 27, 1980, between Placid Oil Company and Hunt Oil Company concerning Placid's purchases from Hunt and Hunt's purchases from Placid of crude oil and condensate produced from leases OCS G-2310, OCS G-2311 and OCS G-2600 in the South Marsh Island, Block 269 Field, Offshore Louisiana.

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U.S. DEPARTMENT OF THE INTERIOR
WASHINGTON, D.C. 20548

H. Gas Purchase Contract No. T-42, dated May 31, 1974, by and between Trunkline Gas Company as Buyer and Placid Oil Company as Seller, covering properties located in South Marsh Island Area (North Addition), Blocks 268, 269 and 281, Off-shore, Louisiana.

I. Act of Pledge dated May 31, 1974, by Placid Oil Company (Mortgagor) to Trunkline Gas Company (Mortgagee).

J. Mortgage and Assignment of Production dated May 31, 1974, by Placid Oil Company (Mortgagor) to Trunkline Gas Company (Mortgagee).

K. Amendment to Gas Exploration and Development Incentive Agreement dated March 18, 1975, by and between Placid Oil Company (Producer) and Trunkline Gas Company.

L. Supplemental Agreement to Gas Exploration and Development Incentive Agreement dated May 31, 1974, by and between Placid Oil Company (Producer) and Trunkline Gas Company.

M. Amendment to Supplemental Agreement to Gas Exploration and Development Incentive Agreement dated April 3, 1975, by and between Placid Oil Company (Producer) and Trunkline Gas Company.

N. Gas Purchase Agreement, dated July 1, 1976, by and between Placid Oil Company, Hunt Oil Company, Hunt Industries, Hunt Petroleum Corporation, Hamilton Brothers Oil Company, Hamilton Brothers Exploration Company and Hamilton Brothers Petroleum Corporation ("Seller") and First Mississippi Corporation ("Buyer"). Pursuant to this agreement, Seller agreed to sell gas attributable to its interest and reserved for its use or on its behalf produced and deliverable from South Marsh Island, Blocks 268, 269 and 281, Offshore, Louisiana. Such reservation is subject to approval and authorization by the Federal Energy Regulatory Commission, which approval has been sought in the proceeding described in the following paragraph.

O. Application for Certificate of Public Convenience and Necessity authorizing the sale of gas from South Marsh Island, Blocks 268, 269 and 281, to Trunkline Gas Company. In this application filed July 31, 1974, Placid Oil Company requested a reservation of up to 50% of the gas for Placid's own use. This application, docketed as No. CI75-59, insofar as it related to the reservation of gas, was consolidated with Tenneco Oil Company, et al, Docket No. CI75-45. Two opinions were issued by the Commission regarding the reservation of gas, Opinion No. 789, issued March 7, 1977, and Opinion No. 10, Opinion Order Modifying Federal Power Commission opinion No. 789 issued March 20, 1978. Placid filed a petition for review of this opinion with the United States Court of Appeals for the Fifth Circuit. The case was consolidated with Air Products and Chemical, Inc., et al, v. FERC, Civil Action No. 78-2011, et al. On July 16, 1981, the Fifth Circuit issued an Opinion vacating the Commission's Opinion No. 10 and remanding the proceedings to the Commission. To date, the Commission has not acted on the merits of this remand.

P. Gas Transportation Contract, dated March 31, 1975, by and between Trunkline Gas Company (Trunkline) and Placid Oil Company, Hunt Industries, Hunt Petroleum Corporation, Hamilton Brothers Oil Company, Hamilton Brothers Exploration Company and Hamilton Brothers Petroleum Corporation. Pursuant to this Agreement, Trunkline Gas Company transports gas from

South Marsh Island, Blocks 268, 269 and 281, to the intersection of Trunkline's pipeline and Southern Natural Gas Company's pipeline in St. Mary's Parish, Louisiana.

Q. Gas Transportation Agreement, dated February 26, 1975, by and between Southern Natural Gas Company (Southern) and Placid Oil Company, Hunt Oil Company, Hunt Industries, Hunt Petroleum Corporation, Hamilton Brothers Oil Company, Hamilton Brothers Exploration Company, and Hamilton Brothers Petroleum Corporation. Pursuant to this Agreement, Southern transports gas produced from South Marsh Island, Blocks 268, 269 and 281, from the point at which Southern's pipeline intersects with Trunkline Gas Company's pipeline in St. Mary's Parish, Louisiana, to the delivery point, which is the terminus of Southern's pipeline connecting with the Ampco Plant.

Placid Oil Company's interest in this lease (subject to variation as to certain reservoirs in accordance with the terms of the Unit Participation Agreement described in Item B above) is as follows:

Working Interest:	14.091429%
Net Revenue Interest:	11.742860%

South Marsh Island Area, North Addition, Block 269

(No. 38894): That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Placid Oil Company, et al, as Lessee, dated January 1, 1973, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 2311, covering the following area.

All of Block 269, South Marsh Island Area, North Addition, as shown on OCS Official Leasing Map, Louisiana Map No. 3D;

which lease is subject to the following:

A. Joint Operating Agreement dated January 11, 1973, by and between Placid Oil Company, as Operator, and TransOcean Oil, Inc., et al, as Non-Operators, and any amendments thereto.

B. Unit Participation Agreement dated July 1, 1980 by and between the working interest owners.

C. Gas Exploration and Development Incentive Agreement No. T-41, dated May 31, 1974, by and between Placid Oil Company and Trunkline Gas Company, covering properties in South Marsh Island, Blocks 268, 269 and 281, Offshore, Louisiana; as amended by Supplemental Agreement dated May 31, 1974; Amendment to Supplemental Agreement dated April 3, 1975; and Amendment dated March 18, 1975.

D. Gas Transportation Contract No. T-44 dated March 31, 1975, by and between Trunkline Gas Company and Placid Oil Company, et al, covering properties located in South Marsh Island, Blocks 268, 269 and 281, Offshore, Louisiana.

F. Gas Transportation Agreement No. S-11, dated February 26, 1975, by and between Southern Natural Gas Company and Placid Oil Company, et al, covering properties located in South Marsh Island, Blocks 268, 269 and 281, Offshore, Louisiana.

F. Oil Purchase Contract (S-PEC-29) dated January 28, 1981, between Placid Oil Company (Seller) and Placid Refining Company (Buyer) covering the sale and delivery of oil and/or condensate produced from South Marsh Island Block 268 (OCS G-2310), Block 269 (OCS G-2311) and Block 28 (OCS G-2600).

Offshore Louisiana, as amended by Letter Agreement dated July 29, 1981.

G. Crude Oil Sales Agreement T-HOC-121 dated June 27, 1980, between Placid Oil Company and Hunt Oil Company concerning Placid's purchases from Hunt and Hunt's purchases from Placid of crude oil and condensate produced from leases OCS G-2310, OCS G-2311 and OCS G-2600 in the South Marsh Island, Block 269 Field, Offshore Louisiana.

H. Gas Purchase Contract No. T-42, dated May 31, 1974, by and between Trunkline Gas Company as Buyer and Placid Oil Company as Seller, covering properties located in South Marsh Island Area (North Addition), Blocks 268, 269 and 281, Offshore, Louisiana.

I. Act of Conveyance dated May 31, 1974, by Placid Oil Company (Mortgagor) to Trunkline Gas Company (Mortgagee).

J. Mortgage and Assignment of Production dated May 31, 1974, by Placid Oil Company (Mortgagor) to Trunkline Gas Company (Mortgagee).

K. Amendment to Gas Exploration and Development Incentive Agreement dated March 18, 1975, by and between Placid Oil Company (Producer) and Trunkline Gas Company.

L. Supplemental Agreement to Gas Exploration and Development Incentive Agreement dated May 31, 1974, by and between Placid Oil Company (Producer) and Trunkline Gas Company.

M. Amendment to Supplemental Agreement to Gas Exploration and Development Incentive Agreement dated April 3, 1975, by and between Placid Oil Company (Producer) and Trunkline Gas Company.

N. Gas Purchase Agreement, dated July 1, 1976, by and between Placid Oil Company, Hunt Oil Company, Hunt Industries, Hunt Petroleum Corporation, Hamilton Brothers Oil Company, Hamilton Brothers Exploration Company and Hamilton Brothers Petroleum Corporation ("Seller") and First Mississippi Corporation ("Buyer"). Pursuant to this agreement, Seller agreed to sell gas attributable to its interest and reserved for its use or on its behalf produced and deliverable from South Marsh Island, Blocks 268, 269 and 281, Offshore, Louisiana. Such reservation is subject to approval and authorization by the Federal Energy Regulatory Commission, which approval has been sought in the proceeding described in the following paragraph.

O. Application for Certificate of Public Convenience and Necessity authorizing the sale of gas from South Marsh Island, Blocks 268, 269 and 281, to Trunkline Gas Company.

In this application filed July 31, 1974, Placid Oil Company requested a reservation of up to 50% of the gas for Placid's own use. This application, docketed as No. CI75-59, insofar as it related to the reservation of gas, was consolidated with Tenneco Oil Company, et al., Docket No. CI75-45. Two opinions were issued by the Commission regarding the reservation of gas, Opinion No. 789, issued March 7, 1977, and Opinion No. 10, Opinion Order Modifying Federal Power Commission opinion No. 789 issued March 20, 1978. Placid filed a petition for review of this opinion with the United States Court of Appeals for the Fifth Circuit. The case was consolidated with Air Products and Chemical, Inc., et al. v. FERC, Civil Action No. 78-2011, et al. On July 16, 1981, the Fifth Circuit issued an Opinion vacating the Commission's Opinion No. 10 and remanding the proceedings to the Commission.

To date, the Commission has not acted on the merits of this remand.

P. Gas Transportation Contract, dated March 31, 1975, by and between Trunkline Gas Company (Trunkline) and Placid Oil Company, Hunt Industries, Hunt Petroleum Corporation, Hamilton Brothers Oil Company, Hamilton Brothers Exploration Company and Hamilton Brothers Petroleum Corporation. Pursuant to this Agreement, Trunkline Gas Company transports gas from South Marsh Island, Blocks 268, 269 and 281, to the intersection of Trunkline's pipeline and Southern Natural Gas Company's pipeline in St. Mary's Parish, Louisiana.

Q. Gas Transportation Agreement, dated February 26, 1975, by and between Southern Natural Gas Company (Southern) and Placid Oil Company, Hunt Oil Company, Hunt Industries, Hunt Petroleum Corporation, Hamilton Brothers Oil Company, Hamilton Brothers Exploration Company, and Hamilton Brothers Petroleum Corporation. Pursuant to this Agreement, Southern transports gas produced from South Marsh Island, Blocks 268, 269 and 281, from the point at which Southern's pipeline intersects with Trunkline Gas Company's pipeline in St. Mary's Parish, Louisiana, to the delivery point, which is the terminus of Southern's pipeline connecting with the Ampro Plant.

Placid Oil Company's interest in this lease (subject to variation as to particular reservoirs in accordance with the terms of the Unit Participation Agreement described in Item B above) is as follows:

Working Interest:	12.458572%
Net Revenue Interest:	10.382143%

South Marsh Island Area, North Addition, Block 281

(No. 39833): That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Placid Oil Company, et al, as Lessee, dated April 1, 1974, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 2600, covering the following area:

All of Block 281, South Marsh Island Area, North Addition, as shown on OCS Official Leasing Map, Louisiana Map No. 3D;

which lease is subject to the following:

A. Joint Operating Agreement dated April 1, 1974, by and between Placid Oil Company, as Operator, and TransOcean Oil, Inc., et al, as Non-Operators, and any amendments thereto;

B. Gas Exploration and Development Incentive Agreement No. T-41, dated May 31, 1974, by and between Placid Oil Company and Trunkline Gas Company, covering properties in South Marsh Island, Blocks 268, 269 and 281, Offshore, Louisiana; as amended by Supplemental Agreement dated May 31, 1974; Amendment to Supplemental Agreement dated April 3, 1975; and Amendment dated March 18, 1975.

C. Gas Transportation Contract No. T-44 dated March 31, 1975, by and between Trunkline Gas Company and Placid Oil Company, et al, covering properties located in South Marsh Island, Blocks 268, 269 and 281, Offshore, Louisiana.

D. Gas Transportation Agreement No. S-11, dated February 26, 1975, by and between Southern Natural Gas Company and Placid Oil Company, et al, covering properties located in South Marsh Island, Blocks 268, 269 and 281, Offshore, Louisiana.

E. Oil Purchase Contract (S-PRC-29) dated January 28, 1981, between Placid Oil Company (Seller) and Placid Refining Company (Buyer) covering the sale and delivery of oil and/or condensate produced from South Marsh Island Block 268 (OCS G-2310), Block 269 (OCS G-2311) and Block 281 (OCS G-2600), Offshore Louisiana, as amended by Letter Agreement dated July 29, 1981.

F. Crude Oil Sales Agreement T-HOC-121 dated June 27, 1980, between Placid Oil Company and Hunt Oil Company concerning Placid's purchases from Hunt and Hunt's purchases from Placid of crude oil and condensate produced from leases OCS G-2310, OCS G-2311 and OCS G-2600 in the South Marsh Island, Block 269 Field, Offshore Louisiana.

G. Gas Purchase Contract No. T-42, dated May 31, 1974, by and between Trunkline Gas Company as Buyer and Placid Oil Company as Seller, covering properties located in South Marsh Island Area (North Addition), Blocks 268, 269 and 281, Offshore, Louisiana.

H. Letter Agreement dated August 17, 1981, from Placid Oil Company addressed to "Partners, South Marsh Island, Block 281", regarding the election of Highland Resources, Inc., to be a non-consenting partner in the drilling of Well E-13; as amended by Letter Agreement dated October 1, 1981, from Placid Oil Company addressed to "Partners, South Marsh Island, Block 281", regarding the election of Highland Resources, Inc., to be a non-consenting partner in the drilling of Well E-13 and regarding the compensation of Highland Resources, Inc., for the use of its proportionate share of the platform and facilities.

I. Letter Agreement dated January 7, 1982, from Placid Oil Company addressed to "Partners, South Marsh Island, Block 281", regarding the election of Highland Resources, Inc., to be a non-consenting partner in the drilling of Well E-14 and regarding the compensation of Highland Resources, Inc., for the use of its proportionate share of the platform and facilities.

J. Act of Pledge dated May 31, 1974, by Placid Oil Company (Mortgagor) to Trunkline Gas Company (Mortgagee).

K. Mortgage and Assignment of Production dated May 31, 1974, by Placid Oil Company (Mortgagor) to Trunkline Gas Company (Mortgagee).

L. Amendment to Gas Exploration and Development Incentive Agreement dated March 18, 1975, by and between Placid Oil Company (Producer) and Trunkline Gas Company.

M. Supplemental Agreement to Gas Exploration and Development Incentive Agreement dated May 31, 1974, by and between Placid Oil Company (Producer) and Trunkline Gas Company.

N. Amendment to Supplemental Agreement to Gas Exploration and Development Incentive Agreement dated April 3, 1975, by and between Placid Oil Company (Producer) and Trunkline Gas Company.

O. Gas Purchase Agreement, dated July 1, 1976, by and between Placid Oil Company, Hunt Oil Company, Hunt Industries, Hunt Petroleum Corporation, Hamilton Brothers Oil Company, Hamilton Brothers Exploration Company and Hamilton Brothers Petroleum Corporation ("Seller") and First Mississippi Corporation ("Buyer"). Pursuant to this agreement, Seller agreed to sell gas attributable to its interest and reserved for its use or on its behalf produced and deliverable from South

Marsh Island, Blocks 268, 269 and 281, Offshore, Louisiana. Such reservation is subject to approval and authorization by the Federal Energy Regulatory Commission, which approval has been sought in the proceeding described in the following paragraph.

P. Application for Certificate of Public Convenience and Necessity authorizing the sale of gas from South Marsh Island, Blocks 268, 269 and 281, to Trunkline Gas Company. In this application filed July 31, 1974, Placid Oil Company requested a reservation of up to 50% of the gas for Placid's own use. This application, docketed as No. CI75-59, insofar as it related to the reservation of gas, was consolidated with Tenneco Oil Company, et al, Docket No. CI75-45. Two opinions were issued by the Commission regarding the reservation of gas, Opinion No. 789, issued March 7, 1977, and Opinion No. 10, Opinion Order Modifying Federal Power Commission opinion No. 789 issued March 20, 1978. Placid filed a petition for review of this opinion with the United States Court of Appeals for the Fifth Circuit. The case was consolidated with Air Products and Chemical, Inc., et al, v. FERC, Civil Action No. 78-2011, et al. On July 16, 1981, the Fifth Circuit issued an Opinion vacating the Commission's Opinion No. 10 and remanding the proceedings to the Commission. To date, the Commission has not acted on the merits of this remand.

Q. Gas Transportation Contract, dated March 31, 1975, by and between Trunkline Gas Company (Trunkline) and Placid Oil Company, Hunt Industries, Hunt Petroleum Corporation, Hamilton Brothers Oil Company, Hamilton Brothers Exploration Company and Hamilton Brothers Petroleum Corporation. Pursuant to this Agreement, Trunkline Gas Company transports gas from South Marsh Island, Blocks 268, 269 and 281, to the intersection of Trunkline's pipeline and Southern Natural Gas Company's pipeline in St. Mary's Parish, Louisiana.

R. Gas Transportation Agreement, dated February 26, 1975, by and between Southern Natural Gas Company (Southern) and Placid Oil Company, Hunt Oil Company, Hunt Industries, Hunt Petroleum Corporation, Hamilton Brothers Oil Company, Hamilton Brothers Exploration Company, and Hamilton Brothers Petroleum Corporation. Pursuant to this Agreement, Southern transports gas produced from South Marsh Island, Blocks 268, 269 and 281, from the point at which Southern's pipeline intersects with Trunkline Gas Company's pipeline in St. Mary's Parish, Louisiana, to the delivery point, which is the terminus of Southern's pipeline connecting with the Ampro Plant.

Placid Oil Company's interest in this lease except for Well E-13 and Well E-14 is as follows:

Working Interest:	14.753572%
Net Revenue Interest:	12.294643%

Placid Oil Company's interest in Well E-13 is 17.427472% and its net revenue interest is 14.52290% and its working interest in Well E-14 is 16.244872% and its net revenue interest there is _____% as a result of the election of Highland Resources, Inc., to be a non-consenting partner in the drilling of these two wells.

Eugene Island Area, Block 198

(No. 20946) That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Roy Lee, as Lessee, dated January 1, 1955, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 0436, covering the following area:

All of Block 198, Eugene Island Area, as shown on OCS Official Leasing Map, Louisiana Map No. 4;

which lease is subject to the following:

A. That certain Agreement for the construction and operation of the Eugene Island Offshore Pipeline, dated January 31, 1966, by and between Placid Oil Company, Hunt Oil Company, and Hassie Hunt Trust;

B. Joint Operating Agreement, dated April 18, 1958, by and between Placid Oil Company, as Operator, and the Hassie Hunt Trust, as Non-Operator, and any amendments thereto;

C. Gas Purchase Contract No. M-6, dated June 25, 1964, by and between Placid Oil Company, et al, as Sellers and American Louisiana Pipe Line Company as Buyer, covering properties located in Block 77 and Block 198 Fields, Eugene Island Area, Offshore, Louisiana; as amended by Letter Agreement dated August 5, 1964; Letter Agreement dated August 28, 1964; Letter Agreement dated June 18, 1965; Letter Agreement dated February 24, 1966; Amendment dated February 20, 1967; Letter Agreement dated February 5, 1968; Letter Agreement dated November 7, 1975; and Amendatory Agreement dated January 5, 1978.

D. Letter Agreement S-SHELL-36 dated March 3, 1976, between Placid Refining Company and Shell Oil Company concerning the mutual exchange of crude oil and/or condensate from Eugene Island Block 198 Field, Offshore St. Mary's Parish, Louisiana, Vermilion Block 182, Offshore Vermilion Parish, Louisiana, and West Cameron, Block 171 Field.

E. Letter Agreement dated April 17, 1967, from Shell Oil Company to Placid Oil Company covering Shell's purchase of Eugene Island Block 198 and Block 77 Fields; as amended by Letter Agreement dated October 3, 1967, from Shell Oil Company addressed to Placid Oil Company.

F. Letter Agreement I-458 dated September 27, 1967, from Shell Oil Company to Placid Oil Company.

G. Letter Agreement No. G-340 dated August 4, 1970, from Shell Oil Company addressed to Placid Oil Company; as amended by Letter Agreement No. PLA-1602B, NY 02 dated January 3, 1974, from Shell Oil Company to Placid Oil Company; and as amended by Letter Agreement No. PLA 1602C, NY 03 dated January 3, 1974, from Shell Oil Company to Placid Oil Company.

Placid Oil Company's interest in this lease is as follows:

Working Interest:	21.428551%
Net Revenue Interest:	17.857145%

Eugene Island Area, Block 199

(No. 20947): That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Roy Lee, as Lessee, dated January 1, 1955, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 0437, covering the following area:

All of Block 199, Eugene Island Area, as shown on OCS Official Leasing Map, Louisiana Map No. 4;

Which lease is subject to the following:

A. Lease dated March 15, 1967, by and between Placid Oil Company, Lessor, as Decca Survey Systems, Inc., as Lessee, for rental of space on the platform; and

B. Tie-in Agreement dated December 29, 1967, by and between Placid Oil Company, et al, and Michigan-Wisconsin Pipeline Company;

C. Gas Purchase Contract No. M-6, dated June 25, 1964, by and between Placid Oil Company, et al, as Sellers and American Louisiana Pipe Line Company as Buyer, covering properties located in Block 77 and Block 198 Fields, Eugene Island Area, Offshore, Louisiana; as amended by Letter Agreement dated August 5, 1964; Letter Agreement dated August 28, 1964; Letter Agreement dated June 18, 1965; Letter Agreement dated February 24, 1966; Amendment dated February 20, 1967; Letter Agreement dated February 5, 1968; Letter Agreement dated November 7, 1975; and Amendatory Agreement dated January 5, 1978.

D. Joint Operating Agreement dated April 18, 1958, by and between Placid Oil Company, as Operator, and the Hassie Hunt Trust, as Non-Operator, and any amendments thereto.

Placid Oil Company's interest in this lease is as follows:

Working Interest:	21.428551%
Net Working Interest:	17.857145%

Eugene Island Area, South Addition, Block 296

(No. 35739): That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Placid Oil Company, et al, as Lessee, dated January 1, 1971, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-C 2105, covering the following area:

All of Block 296, Eugene Island Area, South Addition, as shown on OCS Official Leasing Map, Louisiana Map No. 4A;

which lease is subject to the following:

A. Joint Operating Agreement dated January 1, 1971, by and between Placid Oil Company, as Operator and TransOcean Oil, Inc., et al, as Non-Operators, and any amendments thereto.

B. Gas Purchase Contract No. M-7, dated September 2, 1971, by and between Placid Oil Company as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering properties located in Eugene Island Area, Block 296, Offshore, Louisiana; as amended by Processing Notice dated April 10, 1973; Letter Agreement dated November 7, 1975; Amendatory Agreement dated January 5, 1978; and Letter Agreement dated April 22, 1981.

C. Gas Purchase Contract No. M-8, dated November 10, 1976, by and between Placid Oil Company as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering properties located in Eugene Island Area, Block 296, Offshore, Louisiana (Contract No. 2); as amended by Letter Agreement dated April 22, 1981.

D. Lease Agreement No. M-3, dated October 1, 1972, by and between Placid Oil Company as Lessor and Michigan Wisconsin Pipe Line Company, Lessee covering properties located in the Eugene Island, Block 296, Production Platform.

E. "Construction and Operating Agreement" No. M-2 dated August 15, 1977, by and between Michigan Wisconsin

Line Company and Flacid Oil Company, covering properties located in Blocks 296 and 306, Eugene Island Area, Offshore, Louisiana.

F. Letter Agreement dated April 22, 1981, from Michigan-Wisconsin Pipe Line Company addressed to Placid Oil Company regarding the reduction of Michigan-Wisconsin's daily takes of gas from Eugene Island, Blocks 296 and 306 Fields to a minimum of approximately 100 MMCF per day until November, 1981. This reduced take was less than the minimum take or pay volume under the existing contracts and Michigan-Wisconsin agreed to pay as if the takes were at the minimum contractual amounts. Therefore, Michigan-Wisconsin would pay for gas they had not received, but after November 1, 1981, would attempt to over-take from the fields in order to make up for gas paid for and not taken from May 1 through November, 1981.

G. Crude Oil Purchase/Sale Contract No. P-POC-20 dated July 30, 1975, by and between Placid Oil Company, Seller, and Placid Refining Company, Buyer.

H. Crude Oil Sales Agreement No. S-PRC-28 dated January 28, 1981, by and between Placid Oil Company, Seller, and Placid Refining Company, Buyer.

I. Crude Oil Sales Agreement No. T-QUIN-118 dated as of June 27, 1980, by and between Placid Oil Company and Quintana Refining Company; this agreement being subject to that certain agreement for the sale and purchase of government royalty oil, Contract No. 14-08-0001-18602 between the United States of America and Quintana Refinery Company effective July 1, 1980.

Placid Oil Company's interest in this lease is as follows:

Working Interest:	8.067858%
Net Revenue Interest:	6.723217%

Eugene Island Area, South Addition, Block 306

(No. 35740): That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Placid Oil Company, et al, as Lessee, dated January 1, 1971, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 2109, covering the following area:

All of Block 306, Eugene Island Area, South Addition, as shown on OCS Official Leasing Map, Louisiana Map No. 4A;

which lease is subject to the following:

A. Joint Operating Agreement dated January 1, 1971, by and between Placid Oil Company, as Operator, and TransOcean Oil, Inc., et al, as Non-Operators, and any amendments thereto.

B. Letter Agreement No. M-5, dated September 19, 1972, by and between Placid Oil Company and Michigan Wisconsin Pipe Line Company, covering properties located in Eugene Island, Block 306, Offshore, Louisiana.

C. Gas Purchase Contract No. M-5, dated March 1, 1974, by and between Placid Oil Company as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering properties located in Eugene Island Area, Block 306, Offshore, Louisiana; as amended by Letter Agreement dated March 5, 1974; Letter Agreement dated November 7, 1975; Amendatory Agreement dated January 5, 1978; and Letter Agreement dated April 22, 1981.

D. Lease Agreement No. M-3, dated October 1, 1972, by and between Placid Oil Company as Lessor and Michigan Wisconsin Pipe Line Company, Lessee covering properties located in the Eugene Island, Block 296, Production Platform.

E. "Construction and Operating Agreement" No. M-3, dated August 15, 1977, by and between Michigan Wisconsin Pipe Line Company and Placid Oil Company, covering properties located in Blocks 296 and 306, Eugene Island Area, Offshore, Louisiana.

F. Letter Agreement dated April 22, 1981, from Michigan-Wisconsin Pipe Line Company address to Placid Oil Company regarding the reduction of Michigan Wisconsin's daily takes of gas from Eugene Island, Blocks 296 and 306 Fields to a minimum of approximately 100 MMcf per day until November, 1981. This reduced take was less than the minimum take or pay volume under the existing contracts and Michigan-Wisconsin agreed to pay as if the takes were at the minimum contractual amounts. Therefore, Michigan-Wisconsin would pay for gas they had not received, but after November 1, 1981, would attempt to over-take from the fields in order to make up for gas paid for and not taken from May 1 through November, 1981.

G. Crude Oil Purchase/Sale Contract No. P-POC-20 dated July 30, 1975, by and between Placid Oil Company, Seller, and Placid Refining Company, Buyer.

H. Crude Oil Sales Agreement No. S-PRC-28 dated January 28, 1981, by and between Placid Oil Company, Seller, and Placid Refining Company, Buyer.

I. Crude Oil Sales Agreement No. T-QUIN-118 dated as of June 27, 1980, by and between Placid Oil Company and Quintana Refining Company; this agreement being subject to that certain agreement for the sale and purchase of government royalty oil, Contract No. 14-08-0001-18602 between the United States of America and Quintana Refinery Company effective July 1, 1980.

J. Act of Collateral Mortgage, Collateral Chattel Mortgage, Pledge and Assignment of Production by and between Placid Oil Company, as Mortgagor, and RepublicBank Dallas, National Association, as Mortgagee, dated October 29, 1982.

Placid Oil Company's interest in this lease is as follows:

Working Interest:	7.193572%
Net Revenue Interest:	5.994643%

Ship Shoal Area, Block 207

(No. 30470): That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Placid Oil Company, et al, as Lessee, dated July 1, 1967, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 1523, covering the following area:

All of Block 207, Ship Shoal Area, as shown on OCS Official Leasing Map, Louisiana Map No. 5;

which lease is subject to the followings:

A. Joint Operating Agreement dated June 29, 1967, by and between Placid Oil Company, as Operator, and General Crude Oil Company, et al, as Non-Operators, and any amendments thereto.

B. Unit Agreement dated April 1, 1981 by and between Placid Oil Company, as Operator, and Conoco Inc., et al, as Non-Operators.

C. Gas Purchase Agreement No. M-12, dated January 2, 1968, by and between Placid Oil Company, et al, as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering properties located in the Ship Shoal Area, Blocks 204, 205, 207 and 216, Offshore, Louisiana.

D. "Processing Notice" dated February 5, 1968 concerning a processing plant to be located in the vicinity of Patterson Field, St. Mary Parish, Louisiana.

E. Lease Agreement dated April 15, 1968, by and between Placid Oil Company, as Lessor, and Wisconsin Pipe Line Company, as Lessee, concerning space lease for each platform and the gas metering and related facilities. (File 220-5)

F. Oil Purchase/Sale Contract S-PRC-141 dated October 1, 1980, between Placid Oil Company (Seller) and Placid Refining Company (Buyer) covering the sale of oil and/or condensate.

G. Crude Oil Sales Agreement No. T-MAC-125 dated as of June 27, 1980, by and between Placid Oil Company and Mac-Millian Ring Free Oil Company.

H. Crude Oil Sales Agreement No. T-GULF-124, Exchange No. 1629, dated as of June 27, 1980, by and between Placid Oil Company and Gulf States Refining Company.

I. Crude Oil Sales Agreement No. T-TON-123 dated as of June 27, 1980, by and between Placid Oil Company and Tonkawa Refining Company.

J. Crude Oil Sales Agreement No. T-THRIF-120 dated as of June 27, 1980, by and between Placid Oil Company and Thriftway Oil Company; as amended by Letter Agreement dated June 30, 1980, from Placid Oil Company addressed to Thriftway Company.

Placid Oil Company's interest in this lease (subject to variation as to particular reservoirs in accordance with the terms of the Unit Agreement described in Item B above) is as follows:

Working Interest:	9.642858%
Net Revenue Interest:	8.035715%

Ship Shoal Area, Block 216

(No. 30469): That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Placid Oil Company, et al, as Lessee, dated July 1, 1967, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 1524, covering the following area:

All of Block 216, Ship Shoal Area, as shown on OCS Official Leasing Map, Louisiana Map No. 5;

which lease is subject to the following:

A. Joint Operating Agreement dated June 29, 1967, by and between Placid Oil Company, as Operator, and General Crude Oil Company, et al, as Non-Operators, as amended by instruments dated July 20, 1967, September 25, 1967 and April 3, 1969;

B. Gas Purchase Agreement No. M-12, dated January 2, 1968, by and between Placid Oil Company, et al, as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering

properties located in the Ship Shoal Area, Blocks 204, 205, 207 and 216, Offshore, Louisiana.

C. "Processing Notice" dated February 5, 1968 concerning a processing plant to be located in the vicinity of Patterson Field, St. Mary Parish, Louisiana.

D. Lease Agreement dated April 15, 1968, by and between Placid Oil Company, as Lessor, and Wisconsin Pipe Line Company, as Lessee, concerning space lease for each platform and the gas metering and related facilities. (File 220-5)

E. Oil Purchase/Sale Contract S-PRC-141 dated October 1, 1980, between Placid Oil Company (Seller) and Placid Refining Company (Buyer) covering the sale of oil and/or condensate.

F. Crude Oil Sales Agreement No. T-MAC-125 dated as of June 27, 1980, by and between Placid Oil Company and Mac-Millian Ring Free Oil Company.

G. Crude Oil Sales Agreement No. T-GULF-124, Exchange No. 1629, dated as of June 27, 1980, by and between Placid Oil Company and Gulf States Refining Company.

H. Crude Oil Sales Agreement No. T-TON-123 dated as of June 27, 1980, by and between Placid Oil Company and Tonkawa Refining Company.

I. Crude Oil Sales Agreement No. T-THRIF-120 dated as of June 27, 1980, by and between Placid Oil Company and Thriftway Oil Company; as amended by Letter Agreement dated June 30, 1980, from Placid Oil Company addressed to Thriftway Company.

Placid Oil Company's interest in this lease is as follows:

Working Interest:	9.000001%
Net Revenue Interest:	7.500003%

Ship Shoal Area, Block 204

(No. 30472): That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Placid Oil Company, et al, as Lessee, July 1, 1967, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-1520, covering the following area:

All of Block 204, Ship Shoal Area, as shown on OCS Official Leasing Map, Louisiana Map No. 5;

which lease is subject to the following:

A. Joint Operating Agreement dated June 29, 1967, by and between Placid Oil Company, as Operator, and General Crude Oil Company, et al, as Non-Operators, as amended by instruments dated September 25, 1967 and April 3, 1969; and

B. Gas Purchase Agreement No. M-12, dated January 2, 1968, by and between Placid Oil Company, et al, as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering properties located in the Ship Shoal Area, Blocks 204, 205, 207 and 216, Offshore, Louisiana.

C. "Processing Notice" dated February 5, 1968 concerning processing plant to be located in the vicinity of Patterson Field, St. Mary Parish, Louisiana.

D. Lease Agreement dated April 15, 1968, by and between Placid Oil Company, as Lessor, and Wisconsin Pipe Line Company.

as Lessee, concerning space lease for each platform and the gas metering and related facilities.

E. Oil Purchase/Sale Contract S-PRC-141 dated October 1, 1980, between Placid Oil Company (Seller) and Placid Refining Company (Buyer) covering the sale of oil and/or condensate.

F. Crude Oil Sales Agreement No. T-MAC-125 dated as of June 27, 1980, by and between Placid Oil Company and Mac-Millian Ring Free Oil Company.

G. Crude Oil Sales Agreement No. T-GULF-124, Exchange No. 1629, dated as of June 27, 1980, by and between Placid Oil Company and Gulf States Refining Company.

H. Crude Oil Sales Agreement No. T-TON-123 dated as of June 27, 1980, by and between Placid Oil Company and Tonkawa Refining Company.

I. Crude Oil Sales Agreement No. T-THRIFT-120 dated as of June 27, 1980, by and between Placid Oil Company and Thriftway Oil Company; as amended by Letter Agreement dated June 30, 1980, from Placid Oil Company, addressed to Thriftway Company.

Placid Oil Company's interest in this lease is as follows:

Working Interest:	8.742858%
Net Revenue Interest:	7.285713%

Ship Shoal Area, Block 205

(No. 30471) That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Placid Oil Company, et al, as Lessee, dated July 1, 1967, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 1521, covering the following area:

All of Block 205, Ship Shoal Area, as shown on OCS Official Leasing Map, Louisiana Map No. 5;

which lease is subject to the following:

A. Joint Operating Agreement dated June 29, 1967, by and between Placid Oil Company, as Operator, and General Crude Oil Company, et al, as Non-Operators, and any amendments thereto;

B. Gas Purchase Agreement No. M-12, dated January 2, 1968, by and between Placid Oil Company, et al, as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering properties located in the Ship Shoal Area, Blocks 204, 205, 207 and 216, Offshore, Louisiana.

C. "Processing Notice" dated February 5, 1968 concerning a processing plant to be located in the vicinity of Patterson Field, St. Mary Parish, Louisiana.

D. Lease Agreement dated April 15, 1968, by and between Placid Oil Company, as Lessor, and Wisconsin Pipe Line Company, as Lessee, concerning space lease for each platform and the gas metering and related facilities.

E. Oil Purchase/Sale Contract S-PRC-141 dated October 1, 1980, between Placid Oil Company (Seller) and Placid Refining Company (Buyer) covering the sale of oil and/or condensate.

F. Crude Oil Sales Agreement No. T-MAC-125 dated as of June 27, 1980, by and between Placid Oil Company and Mac-Millian Ring Free Oil Company.

G. Crude Oil Sales Agreement No. T-GULF-121, Exchange No. 1629, dated as of June 27, 1980, by and between Placid Oil Company and Gulf States Refining Company.

H. Crude Oil Sales Agreement No. T-TON-123 dated as of June 27, 1980, by and between Placid Oil Company and Tonkawa Refining Company.

I. Crude Oil Sales Agreement No. T-THRIF-120 dated as of June 27, 1980, by and between Placid Oil Company and Thriftway Oil Company; as amended by Letter Agreement dated June 30, 1980, from Placid Oil Company addressed to Thriftway Company.

Placid Oil Company's interest in this lease is as follows:

Working Interest:	9.385715%
Net Revenue Interest:	7.821425%

Ship Shoal Area, Block 182

(No. 44694): That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Placid Oil Company, et al, as Lessees, dated May 1, 1962, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 1019, covering the following area:

East 1/2 of Block 182, Ship Shoal Area, as shown on OCS Official Leasing Map, Louisiana Map No. 5;

which lease is subject to the following:

A. Assignment effective May 1, 1962 by and between Placid Oil Company and Hunt Petroleum Corporation, as Assignors, and Tenneco Oil Company, as Assignee.

B. Assignments effective June 6, 1967 by and between Placid Oil Company and Hunt Petroleum Corporation, as Assignors, and Tenneco Oil Company, as Assignee.

Placid Oil Company's interest in this lease is as follows:

Net Revenue Interest: 1.219307%

Ship Shoal Area, South Addition, Block 290

(No. 40467) That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Placid Oil Company, et al, as Lessee, dated July 1, 1975, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 3170, covering the following area:

All of Block 290, Ship Shoal Area, South Addition, as shown on OCS Official Leasing Map, Louisiana Map No. 5A;

which lease is subject to the following:

A. Joint Operating Agreement dated December 1, 1974, by and between Placid Oil Company, as Operator, and Ashland Oil Company, Inc., et al, as Non-Operators, as amended by instrument dated August 15, 1975.

B. Oil Purchase/Sale Contract S-PRC-184 dated February 22, 1977, between Placid Oil Company (Seller) and Placid Refining Company (Buyer) covering the sale and delivery and/or condensate production produced from Ship Shoal Block 290 (OCS G-3170) and Block 291 (OCS G-2923) Offshore Terrebonne Parish, Louisiana.

C. Letter Agreement dated July 29, 1980 between Placid Oil Company (Seller) and Placid Refining Company (Buyer) amending Contract S-TRC-184 dated February 22, 1977.

D. Emergency Gas Sales Agreement No. M-1- dated January 21, 1977, by and between Placid Oil Company as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering gas reserves underlying Blocks 290 and 291, Ship Shoal Area, Offshore, Louisiana.

E. Gas Purchase Agreement No. M-14, dated January 28, 1977, by and between Placid Oil Company as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering properties located in the Ship Shoal Area Blocks 290 and 291, Offshore, Louisiana.

F. "Construction and Operating Agreement" No. M-4, dated November 23, 1977, by and between Michigan Wisconsin Pipe Line Company and Placid Oil Company, covering properties located in Block 291, Ship Shoal Area, Offshore, Louisiana.

G. Crude Oil Sales Agreement No. T-MAC-125 dated as of June 27, 1980, by and between Placid Oil Company and MacMillan Ring Free Oil Company.

H. Crude Oil Sales Agreement No. T-GULF-124, Exchange No. 162-, dated as of June 27, 1980, by and between Placid Oil Company and Gulf States Refining Company.

I. Crude Oil Sales Agreement No. T-TON-123 dated as of June 27, 1980, by and between Placid Oil Company and Tonkowi Refining Company.

J. Crude Oil Sales Agreement No. T-THRIF-120 dated as of June 27, 1980, by and between Placid Oil Company and Thriftway Oil Company, as amended by Letter Agreement dated June 30, 1980, from Placid Oil Company addressed to Thriftway Company.

Placid Oil Company's interest in this lease is as follows:

Working Interest:	16.900715%
Net Revenue Interest:	14.083927%

Ship Shoal Area, South Addition, Block 291

(No. 10120): That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Placid Oil Company, et al, as Lessee, dated December 1, 1974, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 2923, covering the following area;

North Half (N 1/2) and Southeast Quarter (SE/4) of Block 291, Ship Shoal Area, South Addition, CCS Official Leasing Map, Louisiana Map No. 5A;

which lease is subject to the following:

A. Joint Operating Agreement dated December 1, 1974, by and between Placid Oil Company, as Operator, and Ashland Oil Company, Inc., et al, as Non-Operators, as amended by instrument dated August 15, 1975.

B. Oil Purchase/Sale Contract S-TRC-184 dated February 22, 1977, between Placid Oil Company (Seller) and Placid Refining Company (Buyer) covering the sale and delivery and/or condensate production produced from Ship Shoal Block 290 (OCS G-3170) and Block 291 (OCS G-2923) Offshore Terrebonne Parish, Louisiana.

C. Letter Agreement dated July 29, 1981, between Placid Oil Company (Seller) and Placid Refining Company (Buyer) amending Contract S-PRC-184 dated February 22, 1977.

D. Emergency Gas Sales Agreement No. M-14, dated January 21, 1977, by and between Placid Oil Company as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering gas reserves underlying Blocks 290 and 291, Ship Shoal Area, Offshore, Louisiana.

E. Gas Purchase Agreement No. M-14, dated January 28, 1977, by and between Placid Oil Company as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering properties located in the Ship Shoal Area, Blocks 290 and 291, Offshore, Louisiana.

F. "Construction and Operating Agreement" No. N-4 dated November 23, 1977, by and between Michigan Wisconsin Pipe Line Company and Placid Oil Company, covering properties located in Block 291, Ship Shoal Area, Offshore, Louisiana.

G. Crude Oil Sales Agreement No. T-MAC-125 dated as of June 27, 1980, by and between Placid Oil Company and MacMillian King Free Oil Company.

H. Crude Oil Sales Agreement No. T-GULF-124, Exchange No. 1029, dated as of June 27, 1980, by and between Placid Oil Company and Gulf States Refining Company.

I. Crude Oil Sales Agreement No. T-TON-123 dated as of June 27, 1980, by and between Placid Oil Company and Tonkawa Refining Company.

J. Crude Oil Sales Agreement No. T-THRIF-120 dated as of June 27, 1980, by and between Placid Oil Company and Thriftway Oil Company; as amended by Letter Agreement dated June 30, 1980, from Placid Oil Company addressed to Thriftway Company.

Placid Oil Company's interest in this lease is as follows:

Working Interest:	16.900715%
Net Revenue Interest:	14.083927%

Vermilion Area, Block 182

(No. 35735): That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Placid Oil Company, et al, as Lessee, dated January 1, 1971, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 2074, covering the following area:

All of Block 182, Vermilion Area, as shown on OCS Official Leasing Map, Louisiana Map No. 3;

which lease is subject to the following:

A. Joint Operating Agreement dated January 1, 1971, by and between Trans-Ocean Oil, Inc., as Operator, and Placid Oil Company, et al, as Non-Operators, and any amendments thereto;

B. That certain test well drilling agreement dated February 6, 1973, by and between the parties to the Operating Agreement.

C. Gas Purchase Agreement No. M-15, dated May 17, 1974, by and between Placid Oil Company as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering properties located in the Vermilion Area, Block 182, Offshore, Louisiana;

as amended by Letter Agreement dated May 29, 1974; Ammendatory Agreement dated January 3, 1978; and Ammendatory Agreement dated June 1, 1978.

D. Letter Agreement S-SHELL-36 dated March 3, 1976, between Placid Refining Company and Shell Oil Company concerning the mutual exchange of crude oil and/or condensate from Eugene Is and Block 198 Field, Offshore St. Mary's Parish, Louisiana, Vermilion Block 182, Offshore Vermilion Parish Louisiana, and West Cameron, Block 171 Field.

E. Letter Agreement No. PLA 1701, NQ 18A dated August 15, 1973, from Shell Oil Company addressed to Placid Oil Company; as amended by Letter Agreement No. PLA 1701A, NO 06 dated May 5, 1975, from Placid Oil Company addressed to Shell Oil Company; and as amended by Letter Agreement No. PLA 1701A, NQ 18 dated August 7, 1975, from Placid Oil Company addressed to Shell Oil Company.

F. Letter Agreement No. PLA 1702, NQ 13A dated June 13, 1973, from Shell Oil Company to Transocean Oil, Inc.

Assignor's interest in this lease is as follows:

Working Interest:	9.347144%
Net Revenue Interest:	7.789288%

Certain of the leases described in this Exhibit "A" are further subject to agreements and contracts pertaining to drilling and workover operations currently being conducted on or in connection with such leases. These agreements include, but are not limited to, agreements covering operations currently being conducted by Portal Drilling Company Rig #30, Penrod Drilling Company Rig #38, and Pool Offshore Company Rig #23.

Mortgagor's interests in or by virtue of the following agreements.

OFFSHORE LOUISIANA (Iberia Parish)

Eugene Island Block 77 & 198

Gas Sales Contract dated June 25, 1964, between Placid Oil Company, Hunt Oil Company and Hassie Hunt Trust, as Sellers, and American Louisiana Pipe Line Company, as Buyer; Letter Agreement dated June 25, 1964, between Placid Oil Company, Hunt Oil Company, Hassie Hunt Trust and American Louisiana Pipe Line Company; Letter Agreement dated June 26, 1964, between Hunt Oil Company, Hassie Hunt Trust and Placid Oil Company; Letter Agreement dated August 5, 1964, between Placid Oil Company and American Louisiana Pipe Line Company; Letter Agreement dated August 21, 1964, between Placid Oil Company and American Louisiana Pipe Line Company; Letter Agreement dated August 28, 1964, between American Louisiana Pipe Line Company and Placid Oil Company; Letter Agreement dated June 18, 1965, from Placid Oil Company to American Louisiana Pipe Line Company; Letter Agreement dated September 28, 1965, between Hunt Oil Company and Placid Oil Company; Letter Agreement dated December 20, 1965, between Placid Oil Company and American Louisiana Pipe Line Company; Letter Agreement dated February 24, 1966, between Placid Oil Company and Michigan Wisconsin Pipe Line Company et al; Amendment to Gas Sales Contract dated February 20, 1967, between Placid Oil Company et al, as Sellers, and Michigan Wisconsin Pipe Line Company, as Buyer; Letter Amendment dated February 5, 1968, between Michigan Wisconsin Pipe Line Company and Placid Oil Company; Letter Agreement dated November 7, 1975, between Michigan Wisconsin Pipe Line Company and Placid Oil Company; Amendment Agreement dated January 5, 1978, between Placid Oil Company, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer.

Eugene Island Blocks 296 & 306

Lease Agreement dated October 1, 1972, between Placid Oil Company, as Lessor, and Michigan Wisconsin Pipe Line Company, as Lessee; Construction and Operating Agreement concerning a compression facility on Eugene Island Block 296, said Agreement between Michigan Wisconsin Pipe Line Company and Placid Oil Company dated September 15, 1977.

Gas Sales Contract dated September 2, 1971, between Placid Oil Company, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer; Letter Agreement dated May 4, 1972, between Placid Oil Company and Michigan Wisconsin Pipe Line Company; Letter Agreement dated April 10, 1973, from Placid Oil Company to Michigan Wisconsin Pipe Line Company; Letter Agreement dated November 7, 1975, between Placid Oil Company and Michigan Wisconsin Pipe Line Company; Amendment Agreement dated January 5, 1978, between Placid Oil Company and Michigan Wisconsin Pipe Line Company; Letter Agreement dated April 22, 1981, between Michigan Wisconsin Pipe Line Company and Placid Oil Company.

Gas Sales Contract dated November 10, 1976, between Placid Oil Company, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer; Letter Agreement dated April 22, 1981, between Michigan Wisconsin Pipe Line Company and Placid Oil Company.

Ship Shoal Area Blocks 204, 205, 207, 216

Gas Sales Contract dated January 2, 1968, between Placid Oil Company et al, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer; Processing Notice Letters dated February 8, 1968, and April 24, 1968, from Placid Oil Company to Michigan Wisconsin Pipe Line Company; Lease Agreement dated April 15, 1968, between Placid Oil Company,

as Lessor, and Michigan Wisconsin Pipe Line Company, as Lessee; Lease Agreement (Revised) dated April 15, 1968, between Placid Oil Company, as Lessor, and Michigan Wisconsin Pipe Line Company, as Lessee; Letter Agreement dated January 27, 1969, between Placid Oil Company and Michigan Wisconsin Pipe Line Company; Amendatory Agreement dated January 5, 1978, between Placid Oil Company, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer.

Ship Shoal Blocks 290 & 291

Emergency Gas Sales Agreement dated January 21, 1977, between Placid Oil Company, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer; Gas Sales Contract dated January 28, 1977, between Placid Oil Company, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer.

South Marsh Island Blocks 268, 269 & 281

Letter Agreement dated August 7, 1979, between Southern Natural Gas Company, Hunt Oil Company, Prosper Energy Corporation, and Placid Oil Company.

(Re: Blk 268 Platform A) Letter Agreement dated June 26, 1979, between Placid Oil Company and Columbia Gulf Transmission Company.

Vermilion Area Block 182

Gas Sales Contract dated May 17, 1974, between Placid Oil Company, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer; Letter Agreement dated May 29, 1974, between Placid Oil Company and Michigan Wisconsin Pipe Line Company; Amendatory Agreement dated January 5, 1978, between Placid Oil Company, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer; Amendatory Agreement dated June 1, 1978, between Placid Oil Company, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer.

Offshore Louisiana General

Developmental Advance Payment Agreement dated January 19, 1971, between Placid Oil Company, as Producer, and Michigan Wisconsin Pipe Line Company concerning West Cameron Block 171, OCS-G-1997; Advance Payment Agreement dated January 19, 1971, between Placid Oil Company and Michigan Wisconsin Pipe Line Company concerning Eugene Island Block 296 and 306, South Marsh Island Block 121 and 122, West Cameron Block 171, East Cameron Block 182, and Vermilion Block 132; Amendment to Advance Payment Agreements dated March 15, 1972, between Placid Oil Company, Hunt Petroleum Corporation, Hassie Hunt Trust, and Michigan Wisconsin Pipe Line Company, amending that certain Advance Payment Agreement dated January 19, 1971, concerning South Marsh Island, Eugene Island, Vermilion, East Cameron, and West Cameron; Letter Agreement dated February 28, 1973, between Placid Oil Company and Michigan Wisconsin Pipe Line.

All instruments described or referred to hereinbelow are incorporated by reference as if copied herein in full.

Bonito Pipeline System-Offshore Louisiana

All of Mortgagor's right, title and interest in and to Segment I of the Bonito Pipeline System described generally as follows:

A fourteen-inch (14") pipeline, together with all necessary accessories approximately 62.7 miles in length, extending from a point in Ship Shoal Block 28 to a point in Eugene Island Block 306. The downstream end of the line terminates at the face of the upstream flange of the Ship Shoal Block 28 pump suction header system located on Ship Shoal Block 28 pipeline platform. The upstream end of Segment I shall terminate at the upstream weld on the 14" main line block valve located at Pipeline Station 3308 + 70.6. Segment I includes all lateral tie-in facilities through the upstream block valve on each lateral stub fitting and any additional valves immediately adjacent thereto for future use and the hydro-couple or similar device used to connect to each lateral line.

The right of way for Segment I of the Bonito Pipeline System is more particularly described as follows:

A right of way 200' in width to construct, operate and maintain a fourteen-inch (14") O.D. pipeline for the purpose of transporting crude oil, condensate and liquid hydrocarbons 62.64 miles in length and crossing Blocks 28, 35, 52, 53, 58, 77, 78, 81, 102, 103, 104, 127, 28, Ship Shoal Area, Blocks 167, 189, 190, 211, 210, 213, 232, 231, 236, 254, 253, 260 Eugene Island Area, and Blocks 275, 282, 297, 304, 305, 306 Eugene Island Area, South Addition, as shown on Drawing No. UT 13-30, filed with the application for right-of-way; said application being approved by that certain "DECISION" of William E. Grant Acting Manager of the Outer Continental Shelf Office of Bureau of Land Management and United States Department of Interior, dated June 30, 1972, referencing OCS-G 2139, Ship Shoal Area, Eugene Island Area.

Placid's ownership in the Bonito Pipeline System is subject to the following agreements and contracts:

(1) That certain Operating Agreement for Bonito Pipeline System, Offshore Louisiana dated April 1, 1972 by and among Pennzoil Offshore Gas Operators, Inc.; Humble Oil and Refining Company; Mesa Offshore Company, Texas Production Company; ECEE, Inc.; Pinto, Inc.; Mobil Oil Corporation; Texaco, Inc.; Tenneco Oil Company; Ashland Oil, Inc.; Canadian Superior Oil (U.S.) Ltd.; General Crude Oil Company; Hamilton Brothers Oil Company; Hamilton Brothers Petroleum Corporation; Highland Resources, Inc.; Hunt Oil Company; Hunt Petroleum Corporation; Placid Oil Company; Kewanee Oil Company; The Superior Oil Company and Transocean Oil, Inc.; as said Operating Agreement has been amended and ratified from time to time;

(2) That certain Ratification of Operating Agreement and Acceptance of Designation of Operator dated April 1, 1972 executed by Pennzoil Company and Bonito Pipe Line Company;

(3) That certain Platform Extension and On Deck Facilities Agreement entitled "Agreement" dated July 14, 1972 by and between Pennzoil Company; Shell Pipe Line Corporation; Pennzoil Offshore Gas Operators, Inc.; Humble Oil and Refining Company; Mesa Offshore Company; Texas Production Company; ECEE, Inc.; Pinto, Inc.; Mobil Oil Corporation; Texaco, Inc.; Tenneco Oil Company; Ashland Oil, Inc.; Canadian Superior Oil (U.S.) Ltd.; General Crude Oil Company; Hamilton Brothers Oil Company; Hamilton Brothers Petroleum Corporation; Highland Resources, Inc.; Hunt Oil Company; Hunt Petroleum Corporation; Placid Oil Company; Kewanee Oil Company; The Superior Oil Company; and TransOcean Oil, Inc. as said agreement has been amended and ratified from time to time.

Mortgagor's interest in the above-described Segment I of the Bonito Pipeline System is .0232.

All instruments described or referred to hereinbelow are incorporated by reference as if copied herein in full.

Ship Shoal 207 Pipeline

All of Mortgagor's right, title and interest in and to Ship Shoal Pipeline, operated by Placid Oil Company and consisting of a 12-3/4-inch pipeline, extending from a point in Ship Shoal Block 207 to a point in Block 208, where it ties in with the Whitecap Pipeline System of Paloma Pipeline presently operated by Pure Transportation Company, a distance of 24,850 feet. The Ship Shoal 207 Pipeline services Blocks 204, 205, 207, and 216, 290 and 291.

Mortgagor's interest in the above-described Ship Shoal 207 Pipeline is subject to no existing agreements.

Mortgagor's interest in the above-described Ship Shoal 207 Pipeline is .1500.

All instruments described or referred to hereinbelow are incorporated by reference as if copied herein in full.

Eugene Island Pipeline

All of Mortgagor's right, title and interest in and to Eugene Island Pipeline, operated by Placid Oil Company and consisting of a 6-inch pipeline, extending from a point in Placid Oil Company's Eugene Island Block 199, crossing Block 180, and terminating in Shell's Eugene Island Block 176, a distance of 31,867 feet in length. The Eugene Island Pipeline services Eugene Island Blocks 198 and 199.

Mortgagor's interest in the above-described Eugene Island Pipeline is subject to no existing agreements.

Mortgagor's interest in the above-described Eugene Island Pipeline is .33333.

All instruments described or referred to hereinbelow are incorporated herein by reference as if copied herein in full.

Paloma Pipe Line Company

All of Mortgagor's right, title and interest in and to 7,300 shares of the common stock of Paloma Pipe Line Company, representing 14.6% of the issued and outstanding shares. These shares are encumbered by, subject to, or affected by the following:

(1) Subscription Agreement dated as of April 30, 1968, between Placid Oil Company, General Crude Oil Company, Hamilton Brothers Oil Company, Highland Oil Company, Hunt Industries, Hunt Oil Company, Kewanee Oil Company, J. Ray McDermott & Co., Inc., Offshore Operators, Inc., and Union Carbide Petroleum Corporation as stockholders of Paloma Pipe Line Company.

(2) Operating Agreement dated October 16, 1968, by and between Paloma Pipe Line Company and Placid Oil Company, as said agreement has been amended from time to time.

(3) Completion and Through-Put Agreement dated April 15, 1968, between Paloma Pipe Line Company and each of its shareholding companies.

(4) Assignment of Rights Under Completion and Through-Put Agreement dated April 15, 1968.

(5) Loan Agreement dated as of April 15, 1968 by and between Paloma Pipe Line Company as Borrower and Southwestern Life Insurance Company as Lender.

(6) Whitecap System Agreement dated May 20, 1968, by and between Kerr-McGee Pipe Line Corporation, Pure Transportation Company and Paloma Pipe Line Company.

(7) Ship Shoal Operating Agreement dated August 2, 1967, by and between Pure Transportation Company and Shell Pipe Line Corporation, as amended.

(8) Certificate of Incorporation dated as of February 5, 1968 and restated April 8, 1960.

(9) By-Laws approved April 8, 1968 by the Board of Directors.

(10) Loan Agreement dated April 15, 1968 between Hamilton Bros. and Paloma Pipe Line Co.

All instruments described or referred to hereinbelow are incorporated herein by reference as if copied herein in full.

South Marsh Island 268 Oil Pipeline System

All of Mortgagor's right, title and interest in and to the South Marsh Island 268 Oil Pipeline System, operated by Placid Oil Company and consisting of a 12" pipe line in length extending from a point in Ship Shoal Block 28 to a point in South Marsh Island Block 268. The downstream end of the line terminates at the tie-in point with the Whitecap Pipeline System located on the Ship Shoal Block 28 pipe line platform presently operated by Shell Oil Company. The upstream end terminates at the upstream weld on the 6" main line block valve located on South Marsh Island 268-A Production Platform presently operated by Placid Oil Company. The South Marsh Island 268 Oil Pipeline System services South Marsh Island Blocks 268, 269 and 281.

Mortgagor's interest in the above-described South Marsh Island 268 Oil Pipeline System is subject to the following:

1. Letter Agreement dated March 21, 1975 from Placid Oil Company to South Marsh Island 268, 269 and 281 Working Interest Owners regarding "Production Platform and Oil and Condensate Pipeline for SMI-268, 269 and 281."
2. Letter dated July 30, 1974 from Placid Oil Company to South Marsh Island 268, 269 and 281 Working Interest Owners regarding "Ownership Distribution of Common Facilities Serving SMI-268, 269 and 281."
3. Letter agreement dated January 14, 1975 by and among Placid Oil Company, Pure Transportation Company, Paloma Pipe Line Company and White Shoal Pipe Line Company regarding connection to Whitecap Pipe Line System.
4. Letter agreement dated October 28, 1980 between Placid Oil Company, Shell Pipe Line Corporation, Pure Transportation Company, Paloma Pipe Line Company, and White Shoal Pipe Line Company regarding connection to facilities on Ship Shoal 28 Station Platform.

Mortgagor's interest in the above-described South Marsh Island 268 Oil Pipeline System is .21754.

All instruments described or referred to hereinbelow are incorporated herein by reference as if copied herein in full.

Ship Shoal South Addition Pipeline

All of Mortgagor's right, title and interest in and to Ship Shoal Pipeline, operated by Placid Oil Company and consisting of a 8.625-inch oil pipeline situated on a right-of-way 200 feet in width as shown on Map No. 76-032-09101-19C dated April 27, 1976 and extending from Platform "A", Block 291, Ship Shoal Area, South Addition, crossing Blocks 290, 277, 266, 265, 254, 241, 240, Ship Shoal Area, South Addition; Blocks 231, 216, Ship Shoal Area, to Platform "A", Block 207, Ship Shoal Area, a distance of 19.2 miles in length. The Ship Shoal Pipeline services Blocks 290 and 291, Ship Shoal Area.

- Interest in the above-described Ship Shoal subject to any operating or other written

Mortgagor's interest in the above-described Ship Shoal Pipeline is .2629, which is based on Assignor's interest as set forth in the Joint Operating Agreement, as amended, of Blocks 290 and 291, Ship Shoal Area.

All instruments described or referred to hereinbelow are incorporated by reference as if copied herein in full.

Ship Shoal 204 Pipeline

All of Mortgagor's right, title and interest in and to Ship Shoal 204 Pipeline, operated by Placid Oil Company and consisting of an 8-inch pipeline extending from a point in Ship Shoal Block 204 crossing blocks 205 and 206, and terminating in Block 207 distance of 39,850 feet in length. The Ship Shoal 204 Pipeline services Ship Shoal Blocks 204 and 205.

Mortgagor's interest in the above-described Ship Shoal 204 Pipeline is subject to no existing agreements.

Mortgagor's interest in the above-described Ship Shoal 204 Pipeline is .1360.

All instruments described or referred to hereinbelow are incorporated by reference as if copied herein in full.

Eugene Island South Addition Pipeline

All of Mortgagor's right title and interest in and to Eugene Island South Addition Pipeline, operated by Placid Oil Company and consisting of a 10-inch pipeline, extending from a point in Eugene Island Block 296 to Block 295 where it ties in to the Bonito Pipeline System, a distance of 6,800 feet in length. The Eugene Island South Addition Pipeline services Eugene Island Blocks 296 and 306.

Mortgagor's interest in the above-described Eugene Island Pipeline is subject to no existing agreements.

Mortgagor's interest in the above-described Eugene Island South Addition Pipeline is .1255.

Exhibit "A"
to
Act of Collateral Mortgage, Collateral
Chattel Mortgage, Pledge and Assignment of Production

JACKSON PARISH, LOUISIANA

Clear Branch Field

All documents mentioned or referred to herein are incorporated herein for all purposes the same as if copied herein in full.

E. A. Fowler No. 1 Unit:

All of Placid Oil Company's right, title and interest in and to the following:

1. (POC No. 25228-A) Oil, Gas and Mineral Lease dated March 22, 1973, by and between J. E. Raymond, as Lessor, and Placid Oil Company, as Lessee, covering the lands described therein and recorded in Book 49, Page 197 of the Oil and Gas Records of Jackson Parish, Louisiana;
2. (POC No. 25228-B) Oil, Gas and Mineral Lease dated March 22, 1973, by and between C. C. Raymond, as Lessor, and Placid Oil Company, as Lessee, covering the lands described therein and recorded in Book 49, Page 201 of the Oil and Gas Records of Jackson Parish, Louisiana;
3. (POC No. 25228-D) Oil, Gas and Mineral Lease dated March 26, 1973, by and between Peggy Vera Raymond Brannon, as Lessor, and Placid Oil Company, as Lessee, covering the land described therein and recorded in Book 49, Page 273, of the Oil and Gas Records of Jackson Parish, Louisiana;
4. (POC No. 25228-G) Oil, Gas and Mineral Lease dated March 26, 1973, by and between Mary Hicks Raymond and Jeanette Hutchison, as Lessor, and Placid Oil Company, as Lessee, covering the land described therein and recorded in Book 49, Page 313, of the Oil and Gas Records of Jackson Parish, Louisiana;
5. (POC No. 39271) Oil, Gas and Mineral Lease dated June 18, 1973, by and between Loya Stone, as Lessor, and Placid Oil Company, as Lessee, covering the lands described therein and recorded in Book 49, Page 600 of the Oil and Gas Records of Jackson Parish, Louisiana;
6. (POC No. 39271-A) Oil, Gas and Mineral Lease dated June 18, 1973, by and between Carlisle Stone, as Lessor, and Placid Oil Company, as Lessee, covering the lands described therein and recorded in Book 49, Page 596 of the Oil and Gas Records of Jackson Parish, Louisiana;
7. (POC No. 25113) Oil, Gas and Mineral Lease dated March 9, 1973, by and between Fred Walker and wife, Marie W. Walker, as Lessors, and Placid Oil Company, as Lessee, covering the land described therein and recorded in Book 49, Page 163 of the Oil and Gas Records of Jackson Parish, Louisiana;
8. (POC No. 39105) Oil, Gas and Mineral Lease dated March 7, 1973, by and between E. A. Fowler, as Lessor, and Placid Oil Company, as Lessee, covering the land described therein and recorded in Book 49, Page 115 of the Oil and Gas Records of Jackson Parish, Louisiana;
9. (POC No. 39106) Oil, Gas and Mineral Lease dated March 6, 1973, by and between Barton W. Stone, as Lessor, and Placid Oil Company, as Lessee, covering the land described

therein and recorded in Book 49, Page 111 of the Oil and Gas Records of Jackson Parish, Louisiana;

10. Oil, Gas and Mineral Lease dated June 28, 1976, by and between W. H. Davis, as Lessor, and Placid Oil Company, as Lessee, covering the lands described therein and recorded on Book 58, Page 685, of the Oil and Gas Records of Jackson Parish, Louisiana;

Certain of which leases are subject to the terms and provisions of the following:

A. (POC No. Unit 614) Operating agreement dated September 1, 1977, by and between Placid Oil Company, as Operator, and Munoco Company, Justis Mears Oil Company, Inc., and Hunt Petroleum Corporation, as Non-operators, including all exhibits thereto, and as amended through the date hereof;

B. Ratification of Oil, Gas and Mineral Lease, dated March 28, 1980, wherein C. C. Raymond, et al ratify and affirm certain of the above mentioned leases, and which said ratification of Oil, Gas and Mineral Lease arises out of certain litigation styled "C. C. Raymond v. Placid Oil Company," filed as No. 17,810 in the Second Judicial District Court, State of Louisiana in and for the Parish of Jackson, which litigation was dismissed May 13, 1980.

Placid Oil Company's interest in the lands covered by the above described leases is as follows:

Working Interest:	.4771286
Net Revenue Interest:	.4143413

Thelma Fowler No. 1 (Fowler #1 HOSS RA SUR)

All of Placid Oil Company's right, title and interest in and to the following:

1. (POC No. 39105) Oil, Gas and Mineral Lease, dated March 7, 1973, by and between E. A. Fowler, as Lessor, and Placid Oil Company, as Lessee, covering the land described therein and recorded on Book 49, Page 115 of the Oil and Gas Records of Jackson Parish, Louisiana;

Which lease is subject to the terms and provisions of the following:

A. (POC No. Unit 614-B) Operating agreement, dated April 4, 1978, by and between Hunt Petroleum Corporation, as operator, and Justis- Mears Oil Company, Placid Oil Company, Olinkraft, Inc. and Donner Properties and non-operators.

Placid Oil Company's interest in the above described unit is as follows:

Working Interest:	.0175780
Net Revenue Interest:	.0150668

EXHIBIT "A"

ACT OF COLLATERAL MORTGAGE,
COLLATERAL CHATTEL MORTGAGE,
PLEDGE AND ASSIGNMENT OF PRODUCTION

CAMERON PARISH, LOUISIANA

All instruments described or referred to hereinbelow are incorporated herein by reference as if copied herein in full.

All of Mortgagor's right, title and interest in and to the following:

West Cameron Area, Block 171

(No. 35738): That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Placid Oil Company, et al, as Lessee, dated January 1, 1971, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 1997, covering the following area:

All of Block 171, West Cameron Area, Official Leasing Map, Louisiana Map No. 1;

which lease is subject to the following:

A. Joint Operating Agreement dated January 1, 1971, by and between TransOcean Oil, Inc., as Operator, and Placid Oil Company, et al, as Non-Operators, and any amendments thereto.

B. Operating and Maintenance Agreement No. T-40, dated July 24, 1978, by and between Michigan Wisconsin Pipe Line Company and TransOcean Oil, Inc., for Compression Facilities, covering properties located in the West Cameron Area, Block 171, Compression Platform, Offshore, Louisiana.

C. Letter Agreement S-SHELL-36 dated March 3, 1976, between Placid Refining Company and Shell Oil Company concerning the mutual exchange of crude oil and/or condensate from Eugene Island Block 198 Field, Offshore St. Mary's Parish, Louisiana, Vermilion Block 182, Offshore Vermilion Parish, Louisiana, and West Cameron, Block 171 Field.

D. Developmental Advance Payment Agreement No. M-2, dated January 19, 1971, by and between Placid Oil Company as Producer and Michigan Wisconsin Pipe Line Company, covering properties located in the West Cameron, Block 171, Offshore, Louisiana.

E. Advance Payment Agreement dated January 19, 1971, by and between Placid Oil Company and Michigan Wisconsin Pipe Line Company, covering properties in the western portion of Offshore, Louisiana; as amended by Amendment to Advance Payment Agreements dated March 15, 1972; and Letter Agreement dated February 28, 1973.

F. Agreement S-SCU-33 dated October 12, 1972, between Placid Oil Company, et al, (Sellers) and Scurlock Oil Company (Buyer) covering condensate produced from Outer Continental Shelf Lease No. OCS G-1997 covering all of Block 171, West Cameron Block 146 Field, Offshore, Louisiana.

G. Gas Purchase Contract No. M-16, dated October 29, 1971, by and between Placid Oil Company as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering properties located in West Cameron Area, Block 171, Offshore, Louisiana, Contract No. 1; as amended by Letter Agreement dated October 29, 1971; Letter Agreement dated September 19, 1972; Amendatory Agreement dated January 5, 1978; and Amendatory Agreement dated December 27, 1978.

H. Gas Purchase Contract No. M-17, dated March 1, 1974, by and between Placid Oil Company as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering properties located in the West Cameron Area, Block 171, Offshore, Louisiana (Contract No. 2A); as amended by Letter Agreement dated March 5, 1974; Amendatory Agreement dated January 5, 1978; Amendatory Agreement dated January 30, 1978; and Amendatory Agreement dated December 27, 1978.

Placid Oil Company's interest in this lease is as follows:

Working Interest:	12.857144%
Net Revenue Interest:	10.714308%

West Cameron, Block 145

"Unit File No. 466) Interest in Outer Continental Shelf Lease OCS-G-1995, dated February 1, 1971 covering Block 145, as the result of a contribution of 40 acres by the joint-owners of West Cameron, Block 171, operated by TransOcean, along with contributions from the joint-owners of Blocks 146 and 172 to a unit operated by Chevron for Block 145, as set forth in that certain Joint Operating Agreement, dated January 16, 1976, by and between Chevron Oil Company, et al, covering portions of Blocks 145, 146, 171 and 172, West Cameron Area, Offshore Louisiana, covering the following area:

West Cameron Block 145, Offshore Louisiana, 160 acre gas unit;

which lease is subject to the following:

A. Gas Balancing Agreement, dated July 14, 1977 by and among the working interest owners.

Placid Oil Company's interest in this unit is as follows:

Working Interest:	3.214286%
Net Revenue Interest:	2.6785738%

West Cameron Area, West Addition, Block 425

(No. 48494): That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Placid Oil Company, as Lessee, dated September 1, 1981, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G-4769, covering the following area:

All of Block 425, West Cameron Area, West Addition, as shown on OCS Official Leasing Map, Louisiana Map No. 1A.

Mortgagor's interest in this lease is as follows:

Working Interest:	64.28572%
Net Revenue Interest:	53.57143%

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MINERALS MANAGEMENT SERVICE
GULF OF MEXICO OCS REGION
METairie, LOUISIANA

Vermilion Area, Block 182

(No. 35735): That certain Oil and Gas Lease executed on behalf of the United States as Lessor in favor of Placid Oil Company, et al, as Lessee, dated January 1, 1971, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 2074, covering the following area:

All of Block 182, Vermilion Area, as shown on OCS Official Leasing Map, Louisiana Map No. 3;

which lease is subject to the following:

A. Joint Operating Agreement dated January 1, 1971, by and between Trans-Ocean Oil, Inc., as Operator, and Placid Oil Company, et al, as Non-Operators, and any amendments thereto;

B. That certain test well drilling agreement dated February 6, 1973, by and between the parties to the Operating Agreement.

C. Gas Purchase Agreement No. M-15, dated May 17, 1974, by and between Placid Oil Company as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering properties located in the Vermilion Area, Block 182, Offshore, Louisiana; as amended by Letter Agreement dated May 29, 1974; Amendatory Agreement dated January 5, 1978, and Amendatory Agreement dated June 1, 1978.

D. Letter Agreement S-SHELL-36 dated March 3, 1976, between Placid Refining Company and Shell Oil Company concerning the mutual exchange of crude oil and/or condensate from Eugene Island Block 198 Field, Offshore St. Mary's Parish, Louisiana, Vermilion Block 182, Offshore Vermilion Parish, Louisiana, and West Cameron, Block 171 Field.

E. Letter Agreement No. PLA 1701, NQ 18A dated August 15, 1973, from Shell Oil Company addressed to Placid Oil Company; as amended by Letter Agreement No. PLA 1701A, NO 06 dated May 5, 1975, from Placid Oil Company addressed to Shell Oil Company; and as amended by Letter Agreement No. PLA 1701A, NQ 18 dated August 7, 1975, from Placid Oil Company addressed to Shell Oil Company.

F. Letter Agreement No. PLA 1702, NQ 18A dated June 13, 1973, from Shell Oil Company to Transocean Oil, Inc.

Placid Oil Company's interest in this lease is as follows:

Working Interest:	9.3471436%
Net Revenue Interest:	7.7892885%

Certain of the leases described in this Exhibit "A" are further subject to agreements and contracts pertaining to

drilling and workover operations currently being conducted on or in connection with such leases. These agreements include, but are not limited to, agreements covering operations currently being conducted by Portal Drilling Company Rig #30, Penrod Drilling Company Rig #38, and Pool Offshore Company Rig #23.

Mortgagor's interests in or by virtue of the following agreements.

OFFSHORE LOUISIANA (Cameron Parish)

Vermilion Area Block 182

Gas Sales Contract dated May 17, 1974, between Placid Oil Company, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer; Letter Agreement dated May 29, 1974, between Placid Oil Company and Michigan Wisconsin Pipe Line Company; Amendatory Agreement dated January 5, 1978, between Placid Oil Company, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer; Amendatory Agreement dated June 1, 1978, between Placid Oil Company, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer.

West Cameron Area Blocks 171 & 145

Gas Sales Contract dated October 29, 1971, between Placid Oil Company, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer; Letter Agreement dated October 29, 1971, between Placid Oil Company and Michigan Wisconsin Pipe Line Company; Letter Agreement dated September 19, 1972, between Placid Oil Company and Michigan Wisconsin Pipe Line Company; Gas Sales Contract dated March 1, 1974, between Placid Oil Company, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer; Amendatory Agreement dated January 5, 1978, between Placid Oil Company, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer; Amendatory Agreement dated December 27, 1978, between Michigan Wisconsin Pipe Line Company, as Buyer, and Placid Oil Company, as Seller.

Gas Sales Contract dated March 1, 1974, between Placid Oil Company, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer; Letter Agreement dated March 5, 1974, between Michigan Wisconsin Pipe Line Company and Placid Oil Company; Amendatory Agreement dated January 5, 1978, between Placid Oil Company, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer; Amendatory Agreement dated January 30, 1978, between Placid Oil Company, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer; Amendatory Agreement dated December 27, 1978, between Michigan Wisconsin Pipe Line Company, as Buyer, and Placid Oil Company, as Seller.

Gas Sales Contract dated October 29, 1971, between Placid Oil Company, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer; Letter Agreement dated October 29, 1971, between Placid Oil Company and Michigan Wisconsin Pipe Line Company; Letter Agreement dated September 19, 1972, between Placid Oil Company and Michigan Wisconsin Pipe Line Company; Gas Sales Contract dated March 1, 1974, between Placid Oil Company and Michigan Wisconsin Pipe Line Company; Letter Agreement dated March 5, 1974, between Placid Oil Company and Michigan Wisconsin Pipe Line Company; Amendatory Agreement dated January 5, 1978, between Placid Oil Company, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer; Amendatory Agreement dated January 30, 1978, between Placid Oil Company, as Seller, and Michigan Wisconsin Pipe Line Company, as Buyer.

Offshore Louisiana General

Developmental Advance Payment Agreement dated January 19, 1971, between Placid Oil Company, as Producer, and Michigan Wisconsin Pipe Line Company concerning West Cameron Block 171, OCS-G-1997; Advance Payment Agreement dated January 19, 1971, between Placid Oil Company and Michigan Wisconsin Pipe Line Company concerning Eugene Island Block 296 and 306, South Marsh Island Block 121 and 122, West Cameron Block 171, East Cameron Block 182, and Vermilion Block 182;

Amendment to Advance Payment Agreements dated March 15, 1972 between Placid Oil Company, Hunt Petroleum Corporation, Hassie Hunt Trust, and Michigan Wisconsin Pipe Line Company, amending that certain Advance Payment Agreement dated January 19, 1971 concerning South Marsh Island, Eugene Island, Vermilion, East Cameron, and West Cameron; Letter Agreement dated February 28, 1973 between Placid Oil Company and Michigan Wisconsin Pipe Line.

CAMERON PARISH, LOUISIANA

All recording references hereinbelow refer to the records of Cameron Parish, Louisiana, unless otherwise noted; all instruments described or referred to hereinbelow are incorporated by reference as if copied herein in full.

Grand Chenier Plant:

All of Mortgagor's right, title and interest in and to the Grand Chenier Plant (and all appurtenant contract rights), which plant and facilities pertaining thereto are located upon lands in Cameron Parish, Louisiana, more particularly described as follows:

Surface Lease dated August 1, 1961, by _____ between Mrs. Frankie Jones Rogers, wife of P. C. Rogers, and Andrew L. Jones, husband of Bessie Hughes; Mrs. Lorena Jones Nash, wife of Ira Nash; Nancy Jones Squibb, wife of _____ Squibb; Joycelyn Jones Duck, wife of Thomas Duck; Dorothy Jones Peterman, wife of _____ Peterman; Mrs. Elizabeth Jones Rutherford, wife of Joseph P. Rutherford; J. B. Jones, Jr., husband of Fae McCall; Arnold C. Jones, husband of Ramona Miller; Lynn R. Jones, husband of Sandra Blasingame; Jerry G. Jones, husband of Jeanine Pipes; and Mrs. Betty Joan Hackett, wife of U. E. Hackett, Jr., as Lessors, and J. Ray McDermott & Co., Inc., as Lessee, covering the following described property in Cameron Parish, Louisiana:

All those certain lands between the North right-of-way of State Highway No. 82 and the South bank of the Mermentau River, situated in the East Half of Section 5, and in Sections 4 and 42 lying North and West of the North and West boundaries of that certain Surface Lease Agreement between Lessors and Lessee dated the 1st day of September, 1959, recorded under Entry No. 86061 of Conveyance Book 147, records of Cameron Parish, Louisiana, all in Township 15 South, Range 6 West, Cameron Parish, Louisiana.

Mortgagor's interest in the above-described Grand Chenier Plant is subject to the following:

1. Surface Use Agreement dated November 1, 1974, by and between TransOcean Oil, Inc., and the Superior Oil Company, and joined by Hamilton Brothers Oil Company, Hamilton Brothers Petroleum Corporation, Placid Oil Company, Kewanee Oil Company, Hunt Petroleum Corporation, Hassie Hunt, Incorporated, General Crude Oil Company, and Ashland Oil, Inc., whereby Plant Owners agree that their use of the Western portion shall be subject to the terms and provisions of this agreement, the rights of TransOcean as a Lessee pursuant to the lease, and the terms and provisions of the lease itself and that Plant Owners shall bear and be fully liable for, in the same percentage as their ownership in the plant, any claims, suits, judgments or damages for which TransOcean may be liable and any obligations under the lease for which TransOcean may be liable. The Western portion is defined as follows:

Commencing from a point which is North 1° 19 feet 46 inches East 1881.6 feet from the Southeast corner of Section 5, Township 15 South, Range 6 West, Cameron Parish, Louisiana; thence North 1° 19 feet 46 inches East 238.1 feet; thence South 79° 51 feet 59° East 76.35 feet; thence North 1° 11 feet 28 inches East along West line of Michigan-Wisconsin Pipeline right-of-way approximately 480 feet to the North line of Section 42, also being the South line of the North part of Section 4 and 5; thence in a

West-Northwest direction approximately 358 feet with and along the North line of Section 42 to a point in the Western boundary of said lease; thence South 12° 11 feet 04 inches West approximately 757 feet; to a point in North Row line of State Routh No. La. 82; thence South 8° 26 feet 06 inches East 413.25 feet with and along the North right-of-way line of State Route No. La. 82 to point of commencement, all in Sections 5 and 42 of Township 13 South, Range 6 West, all in Cameron Parish, Louisiana.

2. Letter of Agreement and Intent regarding the Construction and Operation of the Grand Chenier Gas Processing Plant, signed by Placid Oil Company January 23, 1974

3. Agreement for the Construction and Operation of the Grand Chenier Gas Processing Plant, Cameron Parish, Louisiana, effective as of January 25, 1974, by and between the following Plant Owners: TransOcean Oil, Inc., Hamilton Brothers Oil Company, Hamilton Brothers Petroleum Corporation, Placid Oil Company, Keweenaw Oil Company, Hunt Petroleum Corporation, Ashland Oil, Inc., Hassie Hunt, Incorporated, and General Crude Oil Company.

4. All those certain Products Purchase Agreements executed by TransOcean Oil, Inc. as Operator of the Grand Chenier Gas Processing Plant on behalf of the owners of such plant.

5. Letter Agreement dated February 11, 1974, between Cities Service Oil Company and Plant Owners.

6. Hydrocarbon Exchange Agreement dated March 6, 1974, between the Plant Owners of the Grand Chenier Plant and Cities Service Oil Company as fractionator, as amended by Letter Agreement dated April 12, 1976 between Placid Oil Company and Cities Service Oil Company.

7. NGL Exchange Agreement No. 17-772 by and between Placid Oil Company and Cities Service Company dated February 24, 1975 as revised January 23, 1980.

8. NGL Exchange Agreement No. 17-519 by and between Placid Oil Company and Cities Service Company dated January 4, 1982.

9. Gas Purchase Contract No. M-16, dated October 29, 1971, by and between Placid Oil Company as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering properties located in West Cameron Area, Block 171, Offshore, Louisiana, Contract No. 1; as amended by Letter Agreement dated October 29, 1971; Letter Agreement dated September 19, 1972; Amendatory Agreement dated January 5, 1978; and Amendatory Agreement dated December 27, 1978.

10. Gas Purchase Contract dated September 20, 1972, by and between Placid Oil Company as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering properties located in West Cameron Area, Block 171, Offshore, Louisiana (Contract No. 2); as amended by Letter Agreement dated September 19, 1972.

11. Gas Purchase Contract No. M-17, dated March 1, 1974, by and between Placid Oil Company as Seller and Michigan Wisconsin Pipe Line Company as Buyer, covering properties located in the West Cameron Area, Block 171, Offshore, Louisiana (Contract No. 2); as amended by Letter Agreement dated March 5, 1974; Amendatory Agreement dated January 30, 1978; and Amendatory Agreement dated December 27, 1978.

Mortgagor's interest in the above-described Grand Chenier
Plant is 0.199082.

JENKENS & GILCHRIST

ATTORNEYS

1200 FIRST NATIONAL BANK BUILDING

DALLAS TEXAS 75202

TELEPHONE (214) 653-4500

TAX 910-651-4047

TELEX 73-2595

TELECOPIER 653-4300

DIRECT DIAL

HUGHAN JENKINS (918) 5741

C. RODNEY ACKER

LAWRENCE C. ADAMS

J. CULLEN ADERHOLD

THOMAS G. ADLER

STEPHEN B. AITTS

WILLIAM J. ALBRIGHT

C. TAYLOR ASHWORTH

JON H. BARRY

T. D. BARTHOLOW JR.

JON R. BAUMAN

THOMAS L. BLOODWORTH

WILLIAM P. BOWERS

SCOTT BRADLEY

C. CLEAVE BUCHANAN, JR.

THOMAS H. CANTRELL

GEORGE W. COLEMAN

JAMES C. CRAIN

HENRY D. DEBERRY III

STEPHEN G. DRENNER

DAVID W. ELMQUIST

WILLIAM A. FERGUSON III

CHRISTIE FLANAGAN

RICHARD A. FRELING

CHARLES A. GALL

HENRY GILCHRIST

JOHN A. GILLIAM

ANDREW GUTMAN

HAIG R. GOODRUM

JOE GRAY

CHARLES E. GRIFF

T. RAY GUY

T. RICHARD HANDLER

WILSON A. HANNA

WILSON FORD HUNT

JOE T. HYDE

DON S. JACKSON

W. ALAN KALER

HERBERT S. KENDRICK

DAVID M. LANEY

DAVID B. LAYFORD

L. STEVEN LEONIN

NATHANIEL J. MARTIN

ALAN B. SHIMBERG

OF L. L. USEL

KENNETH D. MARVEL

WILLIAM D. MCFIN

WILLIAM W. MARRSH

J. DIANE POTS

ROBERT T. PRIMEAUX

JOHN S. RICE

RANDALL E. ROBERTS

CARYL B. ROBERTSON

RONALD D. ROSENER

MARSHALL SIMMONS

WILLIAM G. SIMS

DONALD H. SNELL

DON C. STEPHENSON

DONALD L. STUART

WILLIAM A. THAU

LAURENCE B. VINEYARD, JR.

EDWARD T. WALKER

DAVID A. WEATHERS

LOUIS J. WEBER, JR.

MARCO G. WISER

T. LEE WILKINS

April 23, 1980

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Mr. John L. Rankin
U.S. Department of Interior
Bureau of Land Management
Outer Continental Shelf Office
Hale Boggs Federal Building
Suite 841, 500 Camp Street
New Orleans, Louisiana 70130

Re: Leases OCS-G-2923
OCS-G-1997
OCS-G-2109
OCS-G-2105
OCS-G-3170

NEW ORLEANS OLS
FILE CODE _____
ROUTE _____ INITIAL _____
MGR _____
ASST. MGR _____
P. LEGAL _____
PAO _____
EAD _____
OPS _____
STUDIES _____
MGMT. SER. _____

Dear Mr. Rankin:

By Act of Collateral Chattel Mortgage, Collateral Mortgage, Pledge and Assignment of Production (hereinafter referred to as the "Mortgage"), Hunt Petroleum Corporation mortgaged all of its interest in the properties described below and assigned all the production attributable thereto:

(1) Oil and gas lease, serial number OCS-G-2923, from the United States of America, as Lessor, to Ashland Oil, Inc., et al, as Lessee, dated December 1, 1974, affecting the following area:

N/2, SE/4 of Block 291, Ship Shoal Area - South Addition, OCS Official Leasing Map, Louisiana Map No. 5A containing 3750 acres.



JENKENS & GILCHRIST

Mr. John L. Rankin
April 23, 1980
Page 2

(2) Oil and gas lease, serial number OCS-G-1997, from the United States of America, as Lessor, to TransOcean Oil, Inc., et al, as Lessee, dated January 1, 1971, affecting the following area:

All of Block 171, West Cameron Area, Official Leasing Map, Louisiana Map No. 1

(3) Oil and gas lease, serial number OCS-G-2109, from the United States of America, as Lessor, to TransOcean Oil, Inc., et al as Lessees dated January 1, 1979, affecting the following area:

All of Block 306, Eugene Island Area, South Addition OCS Official Leasing Map, Louisiana Map No. 4A

(4) Oil and gas lease, serial number OCS-G-2105, from the United States of America, as Lessor, to TransOcean Oil, Inc., et al, as Lessees dated January 1, 1971, affecting the following area:

All of Block 296, Eugene Island Area, South Addition, OCS Official Leasing Map, Louisiana Map No. 4A.

(5) Oil and gas lease, serial number OCS-G-3170, from the United States of America as Lessor, to Island Oil, Inc., et al, as Lessees, dated July 1, 1975, affecting the following area:

All of Block 290, Ship Shoal Area - South Addition, as shown on OCS official Leasing Map, Louisiana Map No. 5A, containing 5,000 acres

In order that third parties will be put on notice as to the execution and efficacy of the Mortgage, please file the five (5) enclosed executed copies of the Mortgage relating to the above described leases.



JENKENS & GILCHRIST

Mr. John L. Rankin
April 23, 1980
Page 3

By your signature in the space provided on the enclosed copy of this letter, please acknowledge that the filing has been accomplished. Please return the acknowledged copy of the letter to me in the enclosed self-addressed stamped envelope.

Please call me if you have any questions concerning this matter.

Yours very truly,

Ronald D. Rosener
Ronald D. Rosener

Filed and Accomplished as
requested.

for John L. Rankin
John L. Rankin
Outer Continental Shelf Office
Bureau of Land Management

April 30, 1980

DATE



JENKENS & GILCHRIST

ATTORNEYS

2200 FIRST NATIONAL BANK BUILDING

DALLAS TEXAS 75202

TELEPHONE (214) 653-4533

TW 910 88-4047

TELEX 73 2595

TELECOPIER 653-4309

DIRECT DIAL 214/653-4563

HOLMAN JENKENS 1916-1974

F. ROONEY ACKER
LAWRENCE C. ADAMS
J. GILLEN ADERHOLD
THOMAS J. ADLER
STEPHEN R. AKERS
WILLIAM J. ALBRIGHT
C. TAYLOR ASHWORTH
JOHN H. BARRY
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HENRY D. DEBERRY II
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RAYMOND J. MARTIN JR.
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WILLIAM MOON
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WILLIAM A. THAU
LAURENCE B. VINEYARD JR.
DAVID A. WEATHERS
LOUIS J. WEBER JR.
MARK D. WIGDER
KE W. WILSON

April 24, 1980

U.S. Department of Interior
Bureau of Land Management
Outer Continental Shelf Office
Hale Boggs Federal Building
Suite 841, 500 Camp Street
New Orleans, Louisiana 70130

Re: Hunt Petroleum Corporation

Attention: Jane Johnson

Dear Ms. Johnson:

As we discussed, enclosed is our firm's check in the amount of \$125.00 in payment of the filing fee for the five offshore leases described in the Chattel Mortgage, Collateral Mortgage, Pledge and Assignment of Production filed on behalf of Hunt Petroleum Corporation by Ronald D. Rosener of our office.

Please call me directly if you have any questions concerning this matter.

Thank you for your cooperation in this matter.

Yours very truly,

Holly A. Huber
Holly A. Huber, Paralegal

/hah
encl.



NEW ORLEANS OCS
FILE CODE: _____
ROUTE _____ INITIAL _____
MGR. _____
ASST. MGR. _____
F. L. _____
PAC _____
EAD _____
OPS _____
STUDIES _____
MGML. SER. _____

ACT OF PLEDGE

BE IT KNOWN, that on the date hereinafter set forth, before me, the undersigned Notary Public, duly commissioned and qualified, in the presence of the undersigned witnesses, personally came and appeared HUNT PETROLEUM CORPORATION, a Delaware corporation, herein represented by Tom Hunt, its President, duly authorized to act herein by Resolutions of its Board of Directors (herein called "Debtor"), and Sam P. Henry, a Vice President of, and acting on behalf of FIRST NATIONAL BANK IN DALLAS, a national banking association (herein called "Creditor"), who did declare and acknowledge that:

1.

Debtor has executed and delivered to Creditor an act of Collateral Chattel Mortgage, Collateral Mortgage, Pledge and Assignment of Production, of even date herewith (herein called the "Mortgage"), relating to and affecting the Debtor's interest in certain oil and gas leases, the production attributable thereto and the equipment located thereon, all as more fully described therein, which secures the payment of a certain promissory note described in the Mortgage in the original principal sum of Fifty Million and No/100 Dollars (\$50,000,000.00), of even date herewith, drawn and subscribed by Debtor and payable to Bearer, due on demand, with interest at the rate of eighteen percent (18%) per annum from its date until paid (herein called the "Mortgage Note").

2.

The Mortgage Note is hereby pledged and delivered by Debtor to Creditor as security for the payment of any and every debt, liability and obligation, due or to become due, direct or indirect, absolute or contingent, whether now existing or to arise hereafter, of Debtor (or either one of them) to Creditor (hereinafter said debts, liability and obligations collectively referred to as "Obligations"); the maximum amount or limit of this pledge of the Mortgage Note to be secured hereunder is fixed at \$50,000,000.00.

3.

Notwithstanding any contrary provisions hereof, or the fact that the payment of the Obligations may be secured by other and additional security or guaranty, it is distinctly agreed and understood that the Mortgage Note and the pledge thereof shall secure the Obligations whether such Obligations be represented by agreements, promissory notes, money loaned and advanced, overdrafts, letters of credit or otherwise, together with any and all interest accrued and owing, and that all such indebtedness and interest shall be and are hereby accorded equal rank and priority.



4.

Debtor agrees that, upon the occurrence of an event of default under the Mortgage or the failure by Debtor to pay any of the evidences of the Obligations, when due ("Event of Default") the entire unpaid principal represented by all evidences of the Obligations whatever the form thereof, and all accrued and unpaid interest hereof, shall, at the election of the holder thereof (as evidenced by notice in writing given by airmail to Debtor at 1403 Elm Street, 2500 First National Bank Building, Dallas, Texas 75202, or such other address as Debtor shall hereafter furnish in writing to the holder hereof), become due and payable immediately, without presentment, demand for payment, protest or notice of nonpayment, dishonor or protest or any other notice or demand of any kind, and the Creditor, if it elects, shall have the right to enforce payment in full of the Obligations and to enforce payment upon the Mortgage Note and execution upon and foreclosure of the Mortgage.

5.

Creditor hereby covenants and agrees that:

- (a) Although the Mortgage Note is by its terms payable on demand, payment thereof shall not be demanded by Creditor and/or any other holder or holders thereof unless or until an Event of Default shall have occurred;
- (b) Notwithstanding the face amount of the Mortgage Note or the amount of interest or attorney's fees provided for therein, the liability of the Debtor shall be limited to and neither Creditor nor any other holder or holders of the Mortgage Note shall enforce the same for an amount exceeding the aggregate amount of the Obligations and the indebtedness of Debtor under the Mortgage Note shall be deemed to be limited as provided in this paragraph. If upon the foreclosure sale of properties covered by the Mortgage, an amount is realized which exceeds the aggregate amount secured hereby, then such excess shall be paid over by the Creditor to Debtor;
- (c) Creditor will not sell, assign, deliver or otherwise surrender possession of the Mortgage Note to any other party or parties except upon and subject to such terms and conditions as will render the Mortgage Note subject to the provisions hereof.

6.

Creditor shall have the right to transfer possession of the Mortgage Note to future holder(s) of the Obligations.

7.

Creditor, on behalf of itself and any future holder or holders of the Mortgage Note hereby accepts this Act of Pledge.

IN WITNESS WHEREOF, Debtor and Creditor have caused to be executed this Act of Pledge, in multiple originals, before me, the undersigned Notary Public in and for the County of Dallas, State of Texas, in the presence of the undersigned competent witnesses, who have hereunto signed their names with said Appearers, and me, Notary, on this 9 day of April, 1980.

HUNT PETROLEUM CORPORATION,
a Delaware corporation

WITNESSES:

Mary Haggood

Steve R. White

By: Tom Hunt
Tom Hunt, President

FIRST NATIONAL BANK IN DALLAS

By: Sam P. Henry
Sam P. Henry,
Vice President

Julie Sheens
NOTARY PUBLIC

Julie Sheens, Notary Public

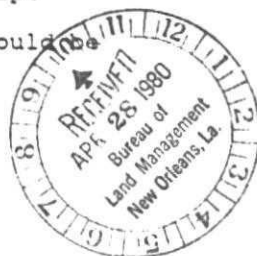
Notary Public, Texas

My Comm. Expires 3/31/87



COLLATERAL CHATTEL MORTGAGE,
COLLATERAL MORTGAGE, PLEDGE AND ASSIGNMENT
OF PRODUCTION

BE IT KNOWN, that on this 4 day of February, 1980, the undersigned authority, a Notary Public in and for the County of Dallas, State of Texas, and in the presence of witnesses hereto subscribed, personally came and appeared Hunt Petroleum Corporation, a Delaware corporation, herein represented by Tom Hunt, its President, duly authorized to so act by resolutions of the Board of Directors of said corporation, (hereinafter referred to as "Owner"), said Owner declared and acknowledged unto me, said Notary, and in the presence of said witnesses, that Owner desires to obtain funds from any person, firm or corporation willing to loan same and that it is desirous of securing the performance of any obligation it has previously incurred; and for such purposes, Owner does by these presents declare and acknowledge an indebtedness in the sum of \$50,000,000 and to evidence such indebtedness has executed one certain collateral mortgage note for the sum of Fifty Million and No/100 Dollars (\$50,000,000) dated of even date herewith, made payable to Bearer, due on demand at the principal banking offices of FIRST NATIONAL BANK IN DALLAS, which note stipulates to bear interest at the rate of 18% per annum from date thereof until paid, and 10% attorney's fees (hereinafter referred to as the "Note"), which Note (an unexecuted copy of which is attached hereto and made a part hereof and identified as Exhibit "A") after having been paraphed "Ne Varietur" by me, said Notary Public, for identification with this act of Collateral Chattel Mortgage, Collateral Mortgage, Pledge and Assignment of Production (herein referred to as the "Mortgage"), was delivered to Owner who hereby acknowledges receipt thereof, and Owner further declared that the Note would be



negotiated for the purpose of raising funds and securing previously incurred obligations, as heretofore stated, and Owner does hereby acknowledge that it is justly indebted unto any future holder or holders of all or any part of the indebtedness evidenced by the Note in the full amount thereof, together with interest, attorney's fees and collection fees, and all other costs and indebtedness provided for herein, should any accrue (any such future holder or holders of the Note are hereinafter referred to as "Bank," whether one or more).

In the event the Note should be placed in the hands of an attorney, to institute legal proceedings to recover the amount thereof, or any part thereof, in principal or interest, or to protect the interests of the holder thereof, or to compromise or to take any other action with regard thereto, the Owner hereby binds itself to pay the fees of the attorney who may be employed for that purpose, which fees are hereby fixed at ten percent (10%) of the amount then owing thereon and sought to be collected, protected or preserved.

AND NOW, for the purpose of enabling Owner to raise funds from any person, firm or corporation willing to loan same and to secure any obligations previously incurred, and in order to secure the full, due, and punctual payment of all indebtedness evidenced by the Note, and/or any extension or renewal thereof, as well as all costs, taxes, assessments, charges, insurance premiums, attorney's and collection fees, and other costs and indebtedness incurred and paid hereunder, and to secure the faithful observance and performance of all of the obligations, agreements, covenants, and stipulations contained herein and in the Note, the Owner declares that it does by these presents mortgage, affect, pledge and hypothecate unto Bank, whether the Note be held by Bank as an original obligation or in pledge, the following rights, interests and properties:

- A. The Owner's right, title and interest now owned or hereafter acquired, in and to the oil and gas leases described in Exhibit "B".
(Said interest of Owner collectively referred to as "Owner's interests," said oil and gas leases collectively referred to as "Leases").
- B. The interest of Owner in, to and under or derived from, all of the presently existing operating agreements, oil and gas sales, purchase, exchange, and processing contracts and agreements, and all other contracts, agreements, and instruments that relate to the Owner's Interests or to the production of oil, gas, and other hydrocarbons from or attributable thereto.
- C. The interest, now or hereafter acquired, of Owner in and to all property and fixtures, including corporeal movables, now or hereafter situated upon or fixed to the Leases, the lands covered thereby, or a unit including all or a part of such lands or the Leases attributable to or dedicated to the exploration of mineral rights covered or affected by the Leases including the participation or inclusion of any of the Leases in any unit or units, or any part thereof, and owned or used in connection with the exploration, development or operation of the Leases or for the production, treating, storing or transportation of oil, gas, or other minerals, including by way of illustration only and not by way of limitation, all platforms, wells, casing, tubing, tanks, tank batteries, separators, rods, pumps, flow lines, water lines, gas lines, machinery, other equipment, pipelines and power lines.

All of the Owner's rights, interests and properties hereinabove described or referred to under headings A, B and C, are hereinafter sometimes collectively referred to as the "Mortgaged Property."

ARTICLE I.

REPRESENTATIONS, WARRANTIES AND COVENANTS

1.1 The Owner represents, warrants and covenants that the Note is a legal, valid and binding obligation of Owner and the Mortgage is a legal, valid and binding obligation of the Owner, that the Owner's Interests in each of the Leases is not less than set forth herein; that the Owner is the lawful owner of the Mortgaged Property, and has good right and authority to mortgage, pledge and hypothecate the same that the net revenue interest of Owner in the production from the Leases shall not be less than the percentages set forth in Exhibit "C" hereto; that the Leases are valid and subsisting and are in full force and effect; that all royalties due and payable under the Leases, and that all severance and production taxes payable by Owner have been paid; that all producing wells located on the Leases have been drilled, operated and produced in conformity with all applicable laws and rules, regulations and orders of all regulatory authorities having jurisdiction, and are subject to no penalties on account of past production; that none of such wells are deviated from the vertical more than the maximum permitted by applicable laws, rules and regulations; that such wells are in fact bottomed under and are producing from, and the well bores are wholly within, the lands covered by the Leases and that the Owner warrants and will forever defend the title to the Mortgaged Property against the claims of all persons whomever claiming or to claim the same or any part thereof.

1.2 So long as the indebtedness secured hereby or any part hereof remains unpaid, Owner, for itself, its successors and assigns, covenants and agrees with Bank as follows:

(a) To pay and discharge promptly, as and when due, and in apt time to prevent and avoid any sale or forfeiture of the Mortgaged Property therefor, all taxes, assessments, forced contributions, local assessments, and governmental charges of every description which shall, from time to time, be legally imposed, or assessed, or levied by any lawful taxing authority, federal, state or local, upon the Mortgaged Property, or any part thereof, so that the priority of these presents, as herein stipulated for, shall at all times be duly maintained and preserved; provided, however, that Owner shall not be required to pay any such taxes, assessments or charges, so long as the validity, or the amount thereof, shall be contested in good faith by Owner in a court of competent jurisdiction, and so long as such contestation shall remain undetermined; but provided further that, in any such event, the Bank at its option, and as a condition precedent to any such contest, shall be entitled to demand of Owner, and Owner hereby agrees to furnish, adequate security to protect Bank in the premises. In the event Owner should, for any reason, fail to promptly pay and discharge any such taxes, assessments, forced contributions, local assessments, and governmental charges, as and when due, then Bank shall be authorized to pay the same with full subrogation to all rights of the taxing authorities by reason of such payment and the amounts so paid, up to a maximum sum equal to ten percent (10%) of the original principal amount of the Note, which sum shall be secured by the Mortgage, and Owner, its successors and assigns, covenant and agree that within ten (10) days after payment and demand therefor by Bank they shall repay the amounts so paid by Bank as taxes,

assessments, etc., together with interest thereon at the rate of 10% per annum from date of such payment until said amount is repaid. In case of default on the part of Owner, its successors and assigns, to repay Bank such amount with interest, as aforesaid then at the election and option of Bank anything herein, or in the Note to the contrary notwithstanding, the whole amount of the indebtedness secured hereby, including the amount paid on account of such taxes, assessments, etc., as aforesaid, shall become immediately due and payable, and the Owner covenants and agrees to pay same upon demand. Nothing herein contained shall be construed, however, as making the payment of such taxes, assessments, etc. obligatory upon Bank, or as making it liable for any loss, damage, or injury resulting from the non-payment of said taxes, assessments, etc.;

(b) To promptly pay and discharge all debts, claims and demands of whatever name or nature which might by law be entitled to liens superior in rank to that hereby created; but nothing herein contained shall be construed to require Owner to pay any such debt, claim or demand, so long as the validity or amount thereof shall be contested in good faith in a competent court by Owner and such contestation shall remain undetermined; provided, however, that if Owner elects to contest any such debt, claim or demand, Bank, at its option, and as a condition precedent to such contest, shall be entitled to demand of Owner, and Owner agrees to furnish, security satisfactory to Bank to protect the Bank in the premises;

(c) To furnish to Bank Bank shall so request, periodic statements showing all severance and/or production taxes due on production of oil or other

minerals attributable to the Owner's Interests have been properly paid;

(d) That Owner will promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage or in the execution or acknowledgment thereof, and will execute and deliver any and all additional instruments as may be required to correct such defect, error or omission or to identify any additional properties which are or become subject to this Mortgage;

(e) That Owner will cause the Mortgaged Property to be operated in a good and workmanlike manner in accordance with all applicable laws and rules, regulations and orders promulgated by all duly constituted authorities and in accordance with the provisions of each of the Owner's Interests, and will maintain all of the Mortgaged Property in good operating condition, causing all necessary repairs, renewals, replacements, additions and improvements to be promptly made;

(f) That Owner will observe and comply with all of the terms and provisions, express or implied, of each of the Owner's Interests and all agreements pertaining thereto, and will not amend any agreement relating to the Owner's Interests, so as materially to affect the value of the Mortgaged Property, or terminate any of the agreements, or other instruments, or surrender, abandon, or release any of the Owner's Interests in whole or in part;

(g) That Owner will keep insured such portion of the Mortgaged Property that is of an insurable nature and of a character usually insured by persons operating similar properties, and will keep in force public liability insurance in such amounts and of a character

usually carried by persons operating similar properties, with companies of recognized responsibility against loss or damage by fire and from other causes customarily insured against and such policies shall name Bank as the loss payee; and in the event of any loss under any of said policies (other than public liability insurance), Bank shall have the right to collect the same, and all amounts so received shall be applied toward costs, charges and expenses, if any, incurred in the collection thereof, then to the payment of the Note and any other indebtedness secured thereby, and any balance remaining shall be subject to the order of the Owner; provided, however, that Owner, if no Event of Default has occurred and is continuing hereunder or if the Bank consents thereto in writing, may receive all or a portion of said proceeds so collected for the sole purpose of reimbursing Owner for expenditures made in repairing or restoring the damaged property.

ARTICLE II.

ASSIGNMENT AND PLEDGE OF PRODUCTION

2.1 For the purpose of additionally securing the payment of all indebtedness secured hereby, and to facilitate the discharge of all such indebtedness, and as cumulative of any and all rights and remedies herein provided for, Owner, effective as of April 1, 1980, at 7:00 a.m., C.S.T., hereby transfers, assigns, conveys, pledges, sets over and delivers to Bank one hundred percent (100%) of all oil, gas and other hydrocarbons accruing to or receivable by Owner by virtue of its ownership of the Owner's Interests (such oil, gas and other hydrocarbons sometimes hereinafter collectively referred to as "Hydrocarbons") and all proceeds from the Hydrocarbons (after deduction for production and severance taxes applicable thereto). Owner shall immediately cause

all Hydrocarbons and proceeds therefrom to be delivered to the credit of the Bank at First National Bank in Dallas, Dallas, Texas. Furthermore, Owner will furnish to Bank the names of all parties purchasing or receiving any Hydrocarbons and the names of all parties having in their possession any Hydrocarbons or proceeds therefrom; and Owner will promptly execute and deliver any and all transfer orders, division orders, and other instruments that may be requested by Bank for the purpose of effectuating the pledge and assignment made hereunder. All parties producing, purchasing, or receiving any Hydrocarbons or having in their possession any Hydrocarbons or proceeds therefrom are hereby authorized and directed to treat and regard Bank as the assignee and transferee of Owner and entitled in its place and stead to receive the Hydrocarbons and the proceeds therefrom and each of them shall be fully protected in so treating and so regarding the Bank as such assignee and shall be under no obligation to see to the application by Bank of any such proceeds received by it.

2.2 Unless and until an Event of Default shall have occurred hereunder, Owner shall be entitled, to the extent permitted by law, to use, consume, sell or otherwise dispose of the Hydrocarbons and to collect and obtain all such proceeds and to require and enforce the performance of any and all contracts relating to the Hydrocarbons or proceeds, without further consent of or action by Bank; and Bank shall, if the Owner shall so request in writing, deliver to the Owner suitable orders in favor of the Owner or its nominee or nominees for the receipt of such Hydrocarbons and such proceeds and the performance of all acts and things under such contracts. Upon the occurrence of an Event of Default, such orders shall be revocable by Bank by written notice to the parties affected thereby.

2.3 Bank is hereby absolved from all liability for failure to enforce collection of the proceeds of the oil, gas and other hydrocarbons so assigned and from all other responsibility in connection therewith, except the responsibility to account to the Owner for funds actually received. Owner agrees to indemnify and hold harmless Bank against any and all liabilities, actions, claims, judgments, costs, charges and attorney's fees incurred by reason of the assertion that the Bank has received, either before or after the payment in full of the indebtedness secured hereby, proceeds of Hydrocarbons claimed by third persons. The Bank shall have the right to defend against any such claims or actions, and employing attorneys of its own selection, and Bank shall have the right to compromise and adjust any such claims, actions and judgments; and in addition to the rights to be indemnified, as herein provided, all amounts paid by Bank in compromise, satisfaction or discharge of any such claim, action or judgment and all court costs, attorney's fees and other expenses of every character incurred by them, limited in the aggregate to twenty-five percent (25%) of the original principal amount of the Note, shall be a demand obligation owing by Owner to Bank, shall bear interest at the rate of ten percent (10%) per annum from the date of expenditure until paid, all of which shall constitute a portion of the indebtedness secured by the lien evidenced by this Mortgage.

2.4 Nothing herein contained shall detract from or limit the obligation of Owner to make prompt payment of the Note in accordance with its terms and provisions.

ARTICLE III.

WAIVER AND PARTIAL RELEASE

3.1 Bank may at any time and from time to time in writing:

(a) waive compliance by Owner with any covenant herein made by Owner to the extent and in the manner specified in such writing; or

(b) consent to Owner's commission of any act which hereunder Owner is prohibited from doing, or to Owner's failure to do any act which hereunder the Owner is required to do, to the extent and in the manner specified in such writing; or

(c) release any part of the Mortgaged Property, or any interest therein, or any proceeds of Hydrocarbons from the lien of this Mortgage.

No such act shall in any way impair the rights of Bank hereunder.

ARTICLE IV.

REMEDIES IN EVENT OF DEFAULT

4.1 The term "Event of Default" as used in this Mortgage shall mean the occurrence of any of the following events:

(a) The Owner shall default in the payment of principal or interest on the Note or on any obligation for which the Note may be pledged as security; or

(b) The Owner shall default in the performance or observance of any term, warranty, covenant, representation, condition or agreement contained herein; or

(c) If the property herein mortgaged, or any portion thereof, be seized in the execution of the writ of executory process, attachment or fieri facias, or of any other legal process; or

(d) The Owner becomes insolvent or makes an assignment for the benefit of creditors; or

(e) A receiver is appointed for all or substantially all of the properties of the Owner or of Owner's Interests in any Mortgaged Property; or

(f) The Owner is adjudicated a bankrupt or requested either by way of petition or answer, to be adjudicated a bankrupt, or for any composition, rearrangement, extension, reorganization or other law for the relief

of debtors now or hereafter existing, or a petition is filed by creditors of said party in which it is sought that the party be adjudicated a bankrupt or that there be granted with respect to said party any composition, rearrangement, extension, reorganization, or other relief under any bankruptcy law or under any other law for the relief of debtors now or hereafter existing.

4.2 Upon the occurrence of an Event of Default, at the Bank's option, all indebtedness secured hereby in its entirety shall be immediately due and payable, and the liens evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by law. Furthermore, 100% of the proceeds of the oil, gas and other hydrocarbons assigned herein shall thereafter be applied by Bank until the Note and all other indebtedness of Owner to Bank is paid in full.

4.3 Upon the occurrence of an Event of Default, the Bank is authorized prior to or subsequent to the institution of any foreclosure to enter upon the Mortgaged Property, or any part thereof, and to exercise without interference from Owner any and all rights which Owner has with respect to the management, possession, and operation of the Mortgaged Property. All costs, expenses and liabilities of every character incurred by the Bank or its keeper (as provided in Article 4.7 below) in managing, operating and maintaining such properties, limited in the aggregate to twenty-five percent (25%) of the original principal of the Note, shall constitute a demand obligation owing by Owner to Bank, shall draw interest from date of expenditure until paid at the rate of ten percent (10%) per annum, all of which shall constitute a portion of the indebtedness secured by the lien evidenced by the Mortgage.

4.4 Owner, for itself, its successors and assigns, does by these presents agree and stipulate that it shall be

lawful for, and Owner hereby authorizes, the Bank, upon the occurrence of an Event of Default, to cause all and singular the Mortgaged Property to be seized and sold by executory process, without appraisalment, either in its entirety or in lots or parcels, as Bank may determine, to the highest bidder for cash or on such terms as the Bank in such proceedings may direct; and Owner, for itself and its successors and assigns, hereby acknowledges the obligations secured hereby whether now existing or to arise hereafter and hereby confesses judgment hereof if the obligations are not paid at maturity.

4.5 To the extent allowed by law, Owner hereby waives: (i) the benefit of appraisalment as provided in Article 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws conferring the same; (ii) the demand and three days delay accorded by Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (iii) the notice of seizure required by Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (iv) the three days delay provided by Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; (v) the benefit of the other provisions of Articles 2331, 2722, and 2723 of the Louisiana Code of Civil Procedure; and (vi) any other articles not specifically mentioned above.

4.6 The proceeds of any sale held by any receiver or public officer in foreclosure of the liens evidenced hereby shall be applied:

First: To the payment of all necessary costs and expenses incident to such foreclosure sale, including, but not limited to, all costs and charges of every character;

Second: To the payment of the indebtedness secured hereby, first to the interest thereon, and second, to unpaid principal thereon; and,

Third: The remainder, if any there shall be, shall be paid to Owner, its successors or assigns as their interests may appear.

The Bank shall have the right to become the purchaser at any sale held by any receiver or public officer, and Bank shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the indebtedness secured hereby owing to the Bank or if the Bank holds less than all of such indebtedness the pro rata part thereof owing to the Bank.

4.7 All remedies herein expressly provided for are cumulative of any and all other remedies now existing at law, and the Bank shall, in addition to the remedies herein provided, be entitled to avail itself of all such other remedies as may now or hereafter exist at law for the collection of said indebtedness, the enforcement of the covenants herein, and the foreclosure of the lien evidenced hereby; the resort to any remedy provided for hereunder, or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies. Bank shall have the right to appoint a keeper of the Mortgaged Property pursuant to the terms and provisions of La. R.S. 9:5131 et seq.

4.8 The Bank may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the indebtedness secured hereby, in whole or in part, and in such portions and in such order as may seem best to the said Bank in its sole and controlled discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits, or liens evidenced by this instrument.

4.9 If, while the Mortgage is in effect, the title of Owner, its successors or assigns, to the property herein

described or any part thereof, or the priority of the lien of the Mortgage, is questioned or attacked, directly or indirectly, by suit or other judicial proceedings, or in any manner, or if a controversy of any nature arises relative to such title or the priority of such lien, or if after this Mortgage is released, any person shall make a claim or demand against Bank on account of any action or omission of Bank, Owner agrees to protect and save harmless Bank from any such costs, loss, damage, or claim by reason of such attack, controversy, suit, claim or demand, and Bank is hereby authorized and instructed at the cost and expense of Owner, to take such steps as in the judgment of Bank may be necessary or proper to defend against such claim, demand, controversy, suit or attack, including the employment of counsel and the prosecution and defense of litigation; and the expenses incurred in such proceeding, including all sums paid for attorney's fees, court costs, and all other expenses of every kind and nature, not to exceed 25% of the original principal amount of the Note secured hereby, while this Mortgage remains in effect, shall become an additional part of the debt secured hereby, bearing the rate of interest of ten percent (10%) per annum, be payable on demand, and be secured by the lien and privilege of this Mortgage (the same not having been previously released) upon the Mortgaged Property and whether before or after this Mortgage is released, Owner agrees to pay to Bank on demand all such sums and expenses paid and suffered by Bank and that the same shall be secured by subrogation to all the rights, liens, equities, superior title, and benefits held, owned, possessed, and received at any time by any owner or holder of any claim, lien, assessment, charge, or expense so paid. The rights of Bank secured hereby under this paragraph may be availed of by Bank and exercised at any time regardless of whether the

indebtedness secured hereby be then due or not; and it is distinctly understood that the release of this Mortgage shall not relieve Owner of its liability to save Bank harmless from any damage suffered by Bank on account of any claim or demand made against it after release of this Mortgage.

4.10 Upon the occurrence of an Event of Default, Owner grants Bank its power of attorney to act for and on behalf of Owner in all transactions with the Bureau of Land Management of the United States Department of the Interior, or with the Louisiana Mineral Service or any other agency, department or subdivision of the State of the United States of America relating to any of the Mortgaged Property. Further upon request of Bank, Owner shall execute and deliver any documents or instruments for the purpose of effectuating the foregoing.

ARTICLE V.

MISCELLANEOUS PROVISIONS

5.1 This act is in all respects to be construed under the laws of the State of Louisiana, including but not limited to La. R.S. 31:197 et seq. as (i) a mortgage, hypothecation, pledge, and confession of judgment by Owner in favor of Bank, and (ii) as a pledge and assignment of production in favor of Bank, to secure the payment of the principal and interest of the Note and also to secure all attorney's fees, costs, charges, and the performance of all obligations of Owner contained herein and in the Note.

5.2 The parties hereto waive the production of any mortgage, conveyance, and tax certificates and agree to hold the undersigned Notary harmless in the premises.

5.3 The terms, provisions, covenants, and conditions hereof shall be binding upon Owner, its successors and assigns, and shall inure to the benefit of the Bank whether or not expressly provided for herein.

IN WITNESS WHEREOF, the Owner and Sam P. Henry have executed this a of Collateral Chattel Mortgage, Collateral Mortgage, Pledge and Assignment of Production in multiple originals before me, the undersigned Notary Public, and for the County of Gas, State of Texas, in the presence of the undersigned two competent witnesses, who have hereunto signed their names with the said Appearers and me, said Notary Public.

HUNT PETROLEUM CORPORATION

By: Tom Hunt
Tom Hunt, President

Alice B. White

Sam P. Henry, Vice President

NOTARY PUBLIC

COLLATERAL MORTGAGE NOTE

\$50,000,000

Dallas, Texas
_____, 19____

FOR VALUE RECEIVED, on demand, Hunt Petroleum Corporation, a _____ corporation, promises to pay to Bearer, at the main banking offices of First National Bank in Dallas, Dallas, Texas, or at such other place as the holder of this Note from time to time may designate in writing, the sum of Fifty Million Dollars and No/100 (\$50,000,000), together with interest thereon from the date hereof until paid at a rate of eighteen percent (18%) per annum.

In the event this Note should be placed in the hands of an attorney, to institute legal proceedings to recover the amount hereof, or any part hereof, in principal or interest, or to protect the interests of the holder hereof, or to compromise or take any other action with regard thereto, the maker hereby binds itself to pay the fees of the attorney who may be employed for that purpose, which fees are hereby fixed at ten percent (10%) of the amount then owing hereon and sought to be collected, protected or preserved.

The parties hereto hereby waive presentment for payment, demand, notice of non-payment, protest, and all pleas of division and discussion, and agree that the time of payment hereof may be extended from time to time, one or more times, without notice of such extension or extensions and without previous consent, hereby binding themselves in solido, unconditionally and as original promisors, for the payment hereof in principal, interest, costs and attorney's fees. No delay on the part of the holder hereof in exercising any rights hereunder shall operate as a waiver of such rights.

HUNT PETROLEUM CORPORATION

By: _____
Tom Hunt, President

"No Varietur"

For identification with an act
of Collateral Chattel Mortgage,
Collateral Mortgage, Pledge and
Assignment of Production, passed
before me this _____ day of _____,
19____.

NOTARY PUBLIC



EXHIBIT "A"

NET
REVENUE INTEREST

.0166667

OCS-G 2923
(Offshore)

62331 Oil and Gas Lease dated December 1, 1974, from United States of America, by the Manager of the Gulf of Mexico Outer Continental Shelf Office, as Lessor, to Ashland Oil, Inc., Hamilton Brothers Oil Company, Highland Resources, Inc., Hunt Oil Company, LVO Corporation; Placid Oil Company, as Lessee, said lease covers N $\frac{1}{4}$; SE $\frac{1}{4}$ of Block 29', Ship Shoal Area-South Addition, OCS Official Leasing Map, Louisiana Map No. 5 A containing 3750 acres.

NET
REVENUE - INTEREST

.0625

OCS-G 1997
(Offshore)

55706 Oil and Gas Lease dated January 1, 1971, from United States of America, as Lessor, by the Manager of New Orleans Outer Continental Shelf Office, to Trans Ocean Oil, Inc., Hamilton Brothers Oil Company; Hamilton Brothers Petroleum Corporation; Placid Oil Company; and Kewanee Oil Company, as Lessees, said lease covers ALL of Block 171, West Cameron Area, Official Leasing Map, Louisiana Map No. 1



NET
REVENUE INTEREST
.027

OCS-G-2109
(Offshore)

55692 Oil and Gas Lease dated January 1, 1979, from United States of America, as Lessor, identified in the Office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Office, to TransOcean Oil, Inc., et al, as Lessees; said lease covers ALL of Block 306, Eugene Island Area, South Addition, OCS Official Leasing Map, Louisiana Map No. 4A.

NET
REVENUE INTEREST
.0260833

OCS-G-2105
(Offshore)

55691 Oil and Gas Lease dated January 1, 1971, from United States of America, as Lessor, identified in the Office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Office, to TransOcean Oil, Inc., et al, as Lessees, said lease covers ALL of block 296, Eugene Island Area, South Addition, OCS Official Leasing Map, Louisiana Map No. 4A.

NET
REVENUE INTEREST
.0166667

OCS-G 3170
(Offshore)

63616 Oil and Gas Lease dated July 1, 1975, from United States of America, as Lessor, by the Manager of the Gulf of Mexico Outer Continental Shelf, to Ashland Oil, Inc., Highland Resources, Inc., Hunt Oil Company; Ladd Petroleum Corporation; Placid Oil Company, as Lessee, said lease covers ALL of Block 290, Ship Shoal Area-South Addition, as shown on OCS official Leasing Map, Louisiana Map No. 5A, containing 5000 acres.

NET
REVENUE IN T

.2968750

NEBO "F" WELL
T7N-R3W
LaSalle Parish, Louisiana

LEASE NO. 3973E

Oil and Gas Lease dated March 15, 1951, by and between Nebo Oil Company, Inc., as Lessor, and H. L. Hunt, as Lessee, recorded in Book 15, Folio 609, Oil and Gas lease records, LaSalle Parish, Louisiana; said lease covering the following described lands:

WELL NO.

151	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 35
157	NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 35
158	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 34
159	SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 34
161	SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 34
163	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 33
166	SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 33
167	NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 33
168	NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 34
170	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 33
171	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 33
192	SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 35
195	SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 27
196	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 34
197	SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 27
177	NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 33



NET
REVENUE INTEREST

.4156250

GOODPINE "A" WELLS
T7N-R3W
LaSalle Parish, Louisiana

LEASE # 3512

Oil and Gas Lease dated July 24, 1940, from Good Pine Oil Company, Inc., as Lessor, to H. L. Hunt, as Lessee, recorded in Book 10 Folio 166 of Oil and Gas Lease Records, La Salle Parish, insofar only as said lease covers the following land being situated in La Salle Parish, Louisiana, to-wit:

WELLS NO.

2	SW $\frac{1}{4}$; S $\frac{1}{2}$ of NE $\frac{1}{4}$, Section 9
4	SW $\frac{1}{4}$; S $\frac{1}{2}$ of NE $\frac{1}{4}$, Section 9
5	SW $\frac{1}{4}$; S $\frac{1}{2}$ of NE $\frac{1}{4}$, Section 9
7	SW $\frac{1}{4}$; S $\frac{1}{2}$ of NE $\frac{1}{4}$, Section 9
14	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 10
15	N $\frac{1}{2}$ of NE $\frac{1}{4}$, Section 17
25	NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 16
26	NE $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 16
27	NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 16
28	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 16
29	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 10
32	SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 16
40	SW $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 16
42	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 21
43	NE $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 21
48	NW $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 10
54	SE $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 9
55	NE $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 10
56	SW $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 15
57	NW $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 10

WELL NO. (con't)

50	SW $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 4
51	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 4
59	SW $\frac{1}{4}$; S $\frac{1}{2}$ of NE $\frac{1}{4}$ Section 9
58	N $\frac{1}{2}$ of NE $\frac{1}{4}$; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 17

NET
REVENUE INTEREST

.2968750

GOODPINE "F" WELLS
T7N-R3N
LaSalle Parish, Louisiana

LEASE # 3973

Oil and Gas Lease dated July 12, 1941, by and between Good Pine Oil Company, Inc., as Lessor, and H. L. Hunt, as Lessee, recorded in Book 10, Folio 164 of the Oil and Gas Lease Records of La Salle Parish, Louisiana; said lease covers the following described lands:

WELL NO.

51	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 10
52	NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 9
53	NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 16
55	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 17
57	NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 16
58	NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 10
59	NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 16
60	SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 10
62	NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 16
63	SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 16
67	NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 16
68	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 10
71	NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 22
75	SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 16
76	NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 22
77	NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 21
78	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 22
80	SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 21
82	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 21
83	SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 21
84	NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 21
85	SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 21

WELL NO. (con'r)

86	SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 22
87	NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 28
88	SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 21
91	NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 28
94	N $\frac{1}{2}$ of Lot 4 of Section 40
111	NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 28
114	NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 27
120	NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 8
124	SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5
181	SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5
183	SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 27
199	SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 27

NET
REVENUE INTEREST
.417500

JACK G. ALLEN # 1
(Sec 35 T7N-F3W)

29412

Oil, Gas and Mineral Lease dated January 9, 1948, by and between Jack G. Allen et al, as Lessor, and H. L. Hunt, as Lessee, recorded in Book 13, Folio 139, Oil and Gas Lease Records, La Salle Parish, Louisiana; said lease covers the Southeast Quarter of Southwest Quarter of Section 35, Township 7 North, Range 3 West, La Salle Parish, Louisiana.

NET
REVENUE INTEREST
.1968750

RICHLAND PENZOIL I-1
(Sec 9 T16N-R5E)

- 66028-1 Oil, Gas & Mineral Lease dated May 1, 1978, from J. C. Morris, Jr., as Lessor, to J. S. Walker, as Lessee, recorded in File No. 228274, Book 271, in Richland Parish, Louisiana; said lease covers NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 9, Township 16 North, Range 5 East in Richland Parish, Louisiana.
- 66028-2-1 Oil, Gas & Mineral Lease dated January 13, 1978, from Catherine Earle Richardson, Lasley Richardson, husband and wife, and Heler Earle Lowery, as Lessor, to Lynn McGough, as Lessee, recorded in File No. 227425, Book 270, in Richland Parish, Louisiana; said lease covers NW $\frac{1}{4}$ of NW $\frac{1}{4}$ & SE $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 9, Township 16 North, Range 5 East, Richland Parish, Louisiana.
- 66028-5-1 Oil, Gas & Mineral Lease dated April 20, 1979, from John Stuart Hunt Sherman M. Hunt, Empire Drilling Company and Richland Plantation Company, as Lessor, Hunt Energy Corporation, as Lessee, recorded in File No. 233204, Book 282 in Richland Parish, Louisiana; said lease covers SE $\frac{1}{4}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ & SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 9, Township 16 North, Range 5 East of Richland Parish, Louisiana.

NET
REVENUE INTEREST

..196875

RICHLAND PENZOIL H-1
(Sec 10 T16N-R5E)

- 66028-6-1 Oil, Gas and Mineral Lease dated February 12, 1979, from John Stuart Hunt, Sherman M. Hunt, Empire Drilling Company and Richland Plantation Company, as Lessors, to Hunt Energy Corporation as Lessees, recorded in File No. 233203, Book 282 of Richland Parish, Louisiana; said lease covers ALL of Section 10, Township 16 North, Range 5 East, Richland Parish, Louisiana.
- 66028-6-2 Oil, Gas and Mineral Lease dated February 16, 1979, from Pennzoil Producing Company as Lessor, to Hunt Energy Corporation, as Lessee, recorded in File 233204, Book 282 of Richland Parish, Louisiana; said lease covers ALL of Section 10, Township 16 North, Range 5 East in Richland Parish, Louisiana.

NET
REVENUE INTEREST

.10920312

RICHLAND PENZOIL G-1
(Sec 28, T17N-R5W)

65655-2-1

Oil, Gas & Mineral Lease dated November 11, 1975, from Richland Plantation, as Lessor, to Justiss-Mears Oil Corporation, Inc., as Lessee, recorded in File No. 219281, Book 255 of Richland Parish, Louisiana; said lease covering

Section 21 - All of SE $\frac{1}{4}$ SE $\frac{1}{4}$ East of Bayou Lafourche;
Section 22 - All East of Bayou Lafourche;
Section 23 - All except SE $\frac{1}{4}$ SW $\frac{1}{4}$ & SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 24 - W $\frac{1}{2}$ NW $\frac{1}{4}$ & NW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 26 - N $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ & N $\frac{1}{2}$ NW $\frac{1}{4}$;
Section 27 - All
Section 28 - All East of Bayou Lafourche;
Section 33 - All East of Bayou Lafourche;
Section 34 - All except N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, & NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Section 35 - SW $\frac{1}{4}$ & E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 36 - S $\frac{1}{2}$

All in Township 17 North, Range 5 East in Richland Parish, Louisiana.

AND ALSO a certain portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ described as beginning at the Northeast corner of SE $\frac{1}{4}$ NE $\frac{1}{4}$ & from said point of beginning run thence in a Westerly direction along the North boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 600 feet, more or less, to a point of intersection with the centerline of a drainage ditch; thence in a Southerly & Southwesterly direction along the center of said drainage ditch, 1100 feet, more or less, to a point of intersection with the centerline of the asphalt public road known as the Moore Ridge Road running in a Northwesterly & Southeasterly direction across said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ thence in a Southeasterly direction along the centerline of said road, 550 feet, more or less, to a point of intersection with the South Boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence in an Easterly direction along the South boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 600 feet, more or less, to the Southeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ thence in a Northerly direction along the East boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, 1400 feet, more or less, back to the point of beginning, said SE $\frac{1}{4}$ NE $\frac{1}{4}$ being located in Section 36, Township 17 North, Range 5 East, Richland Parish, Louisiana

NET
REVENUE INTEREST

.1968/300

RICHLAND PENZOIL F-1
(Sec 4 T16N-R5E)

- 66028-4-2 Oil, Gas & Mineral Lease dated September 26, 1975, from Pennzoil Producing Company, as Lessor, to Hunt Energy Corporation, as Lessee, recorded in File No. 230425, Page 276, of Richland Parish, Louisiana; said lease covers ALL of Section 4, Township 16 North, Range 5 East, Richland Parish, Louisiana.
- 66028-4-1 Oil, Gas and Mineral Leases dated October 24, 1978 from John Stuart Hunt, husband of Jeanne Cannon Hunt, Sherman M. Hunt, husband of Mary Andrews Hunt, Empire Drilling Company and Richland Plantation Company, as Lessor, to Hunt Energy Corporation, as Lessee, recorded in File No. 230339, Book 276 of Richland Parish, Louisiana; said lease covers ALL of Section 4, Township 16 North, Range 5 East of Richland Parish, Louisiana.

NET
REVENUE INTREST

.02682292

RICHLAND PENNZOIL E-1
(Sec 3, T16N-R5E)

- 65655-8-1 Oil, Gas & Mineral Lease dated January 5, 1976, from John C. Morris, Jr., husband of Alice Heard Morris & Richard H. Morris, M.D., husband of Frances Alexander Morris, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in File No. 219626, Book 256 of Richland Parish, Louisiana; said lease covers a certain parcel of land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3, Township 16 North, Range 5 East, described as: begin at the Northeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, thence South along the East line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3 a distance of 440 feet and covering, thence West along a line parallel with the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3 a distance of 396 feet and corner, thence North along a line parallel to the East line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3 a distance of 440 feet and corner, thence East along the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3 a distance of 396 feet back to the point of beginning.
- 65655-9-1 Oil, Gas & Mineral Lease dated January 12, 1976, from W. M. Hallack, husband of Gertrude Nubles Hallack, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in File No. 219799, Book 256 of Richland Parish, Louisiana; said lease covering a certain parcel of land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3, Township 16 North, Range 5 East in Richland Parish, Louisiana described as: commence at the Northeast corner of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 3, thence South along the East line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3 a distance of 440 feet to the point of beginning; thence South along the east line of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 3 a distance of 880 feet to the Southeast corner of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 3, thence West along the South line of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 3 a distance of 396 feet and corner thence North along a line parallel with the East line of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 3 a distance of 880 feet and corner, thence go east along a line parallel with the North line of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 3 a distance of 396 feet back to the point of beginning.
- 66028-3-1 Oil, Gas & Mineral Lease, dated June 28, 1978, from Pennzoil Producing Company, as Lessor, to Hunt Energy Corporation, as Lessee, recorded in File 229462, Book 274 of Richland Parish, Louisiana; said lease covers W $\frac{1}{2}$, W $\frac{1}{2}$ of E $\frac{1}{2}$, NE $\frac{1}{4}$ of NE $\frac{1}{4}$, NE $\frac{1}{4}$ of SE $\frac{1}{4}$ & SE $\frac{1}{4}$ of SE $\frac{1}{4}$ from the surface of the ground down to the depth of 9,414 feet of Section 3, Township 16 North, Range 5 East of Richland Parish, Louisiana.
- 66028-3-2 Oil, Gas & Mineral Lease dated June 28, 1978, from John Stuart Hunt, Sherman M. Hunt, Empire Drilling Company, Richland Plantation Company, as Lessor, to Hunt Energy Corporation, as Lessee, recorded in File 229461, Book 274, Richland Parish, Louisiana; said lease covers S $\frac{1}{2}$; NW $\frac{1}{4}$; W $\frac{1}{2}$ of NE $\frac{1}{4}$; NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 3, Township 16 North, Range 5 East, Richland Parish, Louisiana

NET
REVENUE INTEREST

.28932292

RICHLAND PENZOIL D-1
(Sec 34, T17N-R5W)

65655-2-1

Oil, Gas & Mineral Lease dated November 11, 1975, from Richland Plantation, as Lessor, to Justiss-Mears Oil Corporation, Inc., as Lessee, recorded in File No. 219281, Book 255 of Richland Parish, Louisiana; said lease covering

Section 21 - All of SE $\frac{1}{4}$ SE $\frac{1}{4}$ East of Bayou Lafourche;
Section 22 - All East of Bayou Lafourche;
Section 23 - All except SE $\frac{1}{4}$ SW $\frac{1}{4}$ & SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 24 - W $\frac{1}{2}$ NW $\frac{1}{4}$ & NW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 26 - N $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ & N $\frac{1}{2}$ NW $\frac{1}{4}$;
Section 27 - All
Section 28 - All East of Bayou Lafourche;
Section 33 - All East of Bayou Lafourche;
Section 34 - All except N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, & NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Section 35 - SW $\frac{1}{4}$ & E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 36 - S $\frac{1}{2}$

All in Township 17 North, Range 5 East in Richland Parish, Louisiana.

AND ALSO a certain portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ described as beginning at the Northeast corner of SE $\frac{1}{4}$ NE $\frac{1}{4}$ & from said point of beginning run thence in a Westerly direction along the North boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 600 feet, more or less, to a point of intersection with the centerline of a drainage ditch; thence in a Southerly & Southwesterly direction along the center of said drainage ditch, 1100 feet, more or less, to a point of intersection with the centerline of the asphalt public road known as the Moore Ridge Road running in a Northwesterly & Southeasterly direction across said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ thence in a Southeasterly direction along the centerline of said road, 550 feet, more or less, to a point of intersection with the South Boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence in an Easterly direction along the South boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 600 feet, more or less, to the Southeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, thence in a Northerly direction along the East boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, 1427 feet, more or less, back to the point of beginning, said SE $\frac{1}{4}$ NE $\frac{1}{4}$ being located in Section 36, Township 17 North, Range 5 East, Richland Parish, Louisiana

65655-2-2

Oil, Gas & Mineral Lease dated January 25, 1978, but effective June 15, 1977, from Pennzoil Producing Company, as Lessors, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in File No. 228187, Book 271, of Richland Parish, Louisiana; said lease covering SE $\frac{1}{4}$, Section 22; W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23, NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34, SW $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, S $\frac{1}{2}$ of Section 36 from the surface of the ground down to the depth of 8,906 feet. All in Township 17 North, Range 5 East Richland Parish, Louisiana.

65655-14-1

Oil, Gas & Mineral Lease dated January 7, 1976, from Richard F. Watkins, husband of Bernice Gilliland Watkins, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in File No. 220560, Book 257 of Richland Parish, Louisiana; said lease covering NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34, Township 17 North, Range 5 East in Richland Parish, Louisiana.

65655-14-2

Oil, Gas & Mineral Lease dated February 9, 1978, from Masao Yamada and, wife, Marie Antoinette Yanada, as Lessors, to Justiss-Mears Oil Company, Inc., as Lessees, recorded in File 227679, Book 270 of Richland Parish, Louisiana; said lease covers NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34, Township 17 North, Range 5 East in Richland Parish, Louisiana.



NET
REVENUE INTEREST

.17603143

RICHLAND PENZOIL C-1
(Sec 22, T17N-R5W)

65655-2-1

Oil, Gas & Mineral Lease dated November 11, 1975, from Richland Plantation, as Lessor, to Justiss-Mears Oil Corporation, Inc., as Lessee, recorded in File No. 219281, Book 255 of Richland Parish, Louisiana; said lease covering

Section 21 - All of SE $\frac{1}{4}$ SE $\frac{1}{4}$ East of Bayou Lafourche;
Section 22 - All East of Bayou Lafourche;
Section 23 - All except SE $\frac{1}{4}$ SW $\frac{1}{4}$ & SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 24 - W $\frac{1}{2}$ NW $\frac{1}{4}$ & NW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 26 - N $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ & N $\frac{1}{2}$ NW $\frac{1}{4}$;
Section 27 - All
Section 28 - All East of Bayou Lafourche;
Section 33 - All East of Bayou Lafourche;
Section 34 - All except N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, & NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Section 35 - SW $\frac{1}{4}$ & E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 36 - S $\frac{1}{2}$

All in Township 17 North, Range 5 East in Richland Parish, Louisiana.

AND ALSO a certain portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ described as beginning at the Northeast corner of SE $\frac{1}{4}$ NE $\frac{1}{4}$ & from said point of beginning run thence in a Westerly direction along the North boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 600 feet, more or less, to a point of intersection with the centerline of a drainage ditch; thence in a Southerly & Southwesterly direction along the center of said drainage ditch, 1100 feet, more or less, to a point of intersection with the centerline of the asphalt public road known as the Moore Ridge Road running in a Northwesterly & Southeasterly direction across said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ thence in a Southeasterly direction along the centerline of said road, 550 feet, more or less, to a point of intersection with the South boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence in an Easterly direction along the South boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 600 feet, more or less, to the Southeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, thence in a Northerly direction along the East boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, 1427 feet, more or less, back to the point of beginning, said SE $\frac{1}{4}$ NE $\frac{1}{4}$ being located in Section 36, Township 17 North, Range 5 East, Richland Parish, Louisiana.

65655-2-2

Oil, Gas & Mineral Lease dated January 25, 1978, but effective June 15, 1977, from Pennzoil Producing Company, as Lessors, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in File No. 228187, Book 271 of Richland Parish, Louisiana; said lease covering SE $\frac{1}{4}$, Section 22; W $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23, NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34, SW $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, S $\frac{1}{2}$ of Section 36 from the surface of the ground down to the depth of 8,906 feet. All in Township 17 North, Range 5 East, Richland Parish, Louisiana.

NET
REVENUE INTEREST

.39791666

RICHLAND PENZOIL B-1
(Sec 27, T17N-R5W)

65655-2-1

Oil, Gas & Mineral Lease dated November 11, 1975, from Richland Plantation, as Lessor, to Justiss-Mears Oil Corporation, Inc., as Lessee, recorded in File No. 219281, Book 255 of Richland Parish, Louisiana; said lease covering

Section 21 - All of SE $\frac{1}{4}$ SE $\frac{1}{4}$ East of Bayou Lafourche;
Section 22 - All East of Bayou Lafourche;
Section 23 - All except SE $\frac{1}{4}$ SW $\frac{1}{4}$ & SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 24 - W $\frac{1}{2}$ NW $\frac{1}{4}$ & NW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 26 - N $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ & N $\frac{1}{2}$ NW $\frac{1}{4}$;
Section 27 - All
Section 28 - All East of Bayou Lafourche;
Section 33 - All East of Bayou Lafourche;
Section 34 - All except N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, & NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Section 35 - SW $\frac{1}{4}$ & E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 36 - S $\frac{1}{2}$

All in Township 17 North, Range 5 East in Richland Parish, Louisiana.

AND ALSO a certain portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ described as beginning at the Northeast corner of SE $\frac{1}{4}$ NE $\frac{1}{4}$ & from said point of beginning run thence in a Westerly direction along the North boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 600 feet, more or less, to a point of intersection with the centerline of a drainage ditch; thence in a Southerly & Southwesterly direction along the center of said drainage ditch, 1100 feet, more or less, to a point of intersection with the centerline of the asphalt public road known as the Moore Ridge Road running in a Northwesterly & Southeasterly direction across said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ thence in a Southeasterly direction along the centerline of said road, 550 feet, more or less, to a point of intersection with the South Boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence in an Easterly direction along the South boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 600 feet, more or less, to the Southeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, thence in a Northerly direction along the East boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, 1427 feet, more or less, back to the point of beginning, said SE $\frac{1}{4}$ NE $\frac{1}{4}$ being located in Section 36, Township 17 North, Range 5 East, Richland Parish, Louisiana

65655-18-1

Oil, Gas & Mineral Lease dated May 5, 1978, effective June 15, 1977, from Pennzoil Producing Company, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in File No. 228329, Book 271 of Richland Parish, Louisiana; said lease covering W $\frac{1}{2}$ of Section 27, Township 17 North, Range 5 East of Richland Parish, Louisiana.

NET
REVENUE INTEREST

.368553299

RHYMES C-1
(Sec 35 T17N-R5E)

65655-2-1

Oil, Gas & Mineral Lease dated November 11, 1975, from Richland Plantation, as Lessor, to Justiss-Mears Oil Corporation, Inc., as Lessee, recorded in File No. 219281, Book 255 of Richland Parish, Louisiana; said lease covering

Section 21 - All of SE $\frac{1}{4}$, SE $\frac{1}{4}$ East of Bayou Lafourche;
Section 22 - All East of Bayou Lafourche;
Section 23 - All except SE $\frac{1}{4}$, SW $\frac{1}{4}$ & SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 24 - W $\frac{1}{2}$ NW $\frac{1}{4}$ & NW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 26 - N $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ & N $\frac{1}{2}$ NW $\frac{1}{4}$;
Section 27 - All
Section 28 - All East of Bayou Lafourche;
Section 33 - All East of Bayou Lafourche;
Section 34 - All except N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, & NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Section 35 - SW $\frac{1}{4}$ & E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 36 - S $\frac{1}{2}$

All in Township 17 North, Range 5 East in Richland Parish, Louisiana.

AND ALSO a certain portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ described as beginning at the Northeast corner of SE $\frac{1}{4}$ NE $\frac{1}{4}$ & from said point of beginning run thence in a Westerly direction along the North boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 600 feet, more or less, to a point of intersection with the centerline of a drainage ditch; thence in a Southerly & Southwesterly direction along the center of said drainage ditch, 1100 feet, more or less, to a point of intersection with the centerline of the asphalt public road known as the Moore Ridge Road running in a Northwesterly & Southeasterly direction across said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, thence in a Southeasterly direction along the centerline of said road, 550 feet, more or less, to a point of intersection with the South boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence in an Easterly direction along the South boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 600 feet, more or less, to the Southeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, thence in a Northerly direction along the East boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, 1100 feet, more or less, back to the point of beginning, said SE $\frac{1}{4}$ NE $\frac{1}{4}$ being located in Section 36, Township 17 North, Range 5 East, Richland Parish, Louisiana

65655-2-2

Oil, Gas & Mineral Lease dated January 25, 1978, but effective June 15, 1977, from Pennzoil Producing Company, as Lessors, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in File No. 228187, Book 271 of Richland Parish, Louisiana; said lease covers SE $\frac{1}{4}$, Section 22; W $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23; NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34, SW $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, S $\frac{1}{2}$ of Section 36 from the surface of the ground down to the depth of 8,906 feet. All in Township 17 North, Range 5 East, Richland Parish, Louisiana.

65655-21-1

Oil, Gas & Mineral Lease dated January 14, 1976, from Dr. W. Burchall Liles, whose wife is Sara Hinkle Liles, as Lessor, to C. Elliot Thompson, whose wife is Virginia Hinkle Thompson, as Lessee, recorded in File No. 226723, Book 268 of Richland Parish, Louisiana; said lease covers SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 35, Township 17 North, Range 5 East N $\frac{1}{2}$ of the NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 2, Township 16 North, Range 5 East SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 2, Township 16 North, Range 5 East in Richland Parish, Louisiana.

65655-1-1

Oil, Gas & Mineral Lease dated November 3, 1975 from Mrs. Pearl Rourke Rymes, et al as Lessors, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in File No. 219109, Book 553, of Richland Parish Louisiana; said lease covers NW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$, and W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, in Township 17 North, Range 5 East of Richland Parish, Louisiana.

NET
REVENUE INTEREST

.33632110

RHYMES # 1
(Sec 23 T17N-R4W)

- 65597-79-1 Oil, Gas & Mineral Lease dated July 31, 1975, from Ronald Conway Kinard & Josephine Woods Kinard, as Lessor, to Justiss-Mears Oil Company, Inc., recorded in Conv. Book 1053, Page 758 of Richland Parish, Louisiana; said lease covers South Half of South Half of South Half of Northwest Quarter of Section 23, Township 17 North, Range 4 East in Richland Parish, Louisiana.
- 65597-119-1 Oil, Gas & Mineral Lease dated April 29, 1975, from Raphael Ray Rhymes, Sr., Raphael Ray Rhymes, Jr., Beatrice Rhymes Earle, and T. Brewer Godfrey, Raphael Ray Rhymes, Jr. as trustees for Alison Stephens Rhymes, Raphael Ray Rhymes, III, Thomas Edward Rhymes & Randolph Stephens Rhymes, as Lessors, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Conv. Book 1063 of Richland Parish, Louisiana; said lease covers the South Half of the Northwest Quarter of the Southeast Quarter, less and except therefrom a five-acre tract described as the South Half of the South Half of the South Half of the Northwest Quarter of the Southeast Quarter of Section 23, Township 17 North, Range 4 West, Quachita Parish, Louisiana. Other sections covered in this lease are described on Attachment I, 1152 acres situated in Township 17 North, Range 4 East, Quachita Parish Louisiana.

ATTACHMENT I

attached to and made a part of that certain Oil, Gas & Mineral Lease executed by Raphael Ray Rhymes, Sr., et al, in favor of Justiss-Mears Oil Company, Inc., this 29th day of APRIL, 1975.

TOWNSHIP 17 NORTH, RANGE 4 EAST

1. The oil, gas and minerals situated in, on or under "Tract A", "Tract B" and "Tract C" of the Raphael Ray Rhymes, Sr./ Beatrice Rhymes Earle Partition, dated July 17, 1962, recorded in Conveyance Book 764, Page 699 of the Records of Ouachita Parish, Louisiana, LESS AND EXCEPT THEREFROM the East Half of the Northeast Quarter of Section 34 and the Northwest Quarter of the Northwest Quarter of Section 35, all in Township 17 North, Range 4 East.
2. An undivided one-half interest in the oil, gas and minerals situated in, on or under the East Half of the Southeast Quarter of Section 15, lying South of a drainage ditch, as shown by a plat of sale recorded in Conveyance Book 941, Page 607 of the Records of Ouachita Parish, Louisiana.
3. The South Half of the Northwest Quarter of the Southeast Quarter, LESS AND EXCEPT THEREFROM a five-acre tract described as the South Half of the South Half of the South Half of the Northwest Quarter of the Southeast Quarter, Section 23.
4. An undivided one-half interest in the oil, gas and other minerals situated in, on or under the West Half of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter, Section 27, as per act of sale recorded in Conveyance Book 941, Page 607 of the Records of Ouachita Parish.
5. A 1.819 acre tract located in the Northeast Quarter of the Southwest Quarter of Section 27, as per act of sale recorded in Conveyance Book 952, Page 575 of the Records of Ouachita Parish.
6. An undivided one-half interest in and to the oil, gas and minerals situated in, on or under the East Half of the Southeast Quarter of Section 15, lying North of a certain servitude for drainage recorded in Conveyance Book 424, Page 259, LESS AND EXCEPT THEREFROM tracts sold, all of which is shown with particularity as per act of sale recorded in Conveyance Book 941, Page 607 of the Records of Ouachita Parish.

SIGNED FOR IDENTIFICATION:

Raphael Ray Rhymes, Sr.
RAPHAEL RAY RHYMES, SR.

Raphael Ray Rhymes, Jr.
RAPHAEL RAY RHYMES, JR. Individually and as Trustee for Alison Stephens Rhymes, Trust; Raphael Ray Rhymes, III Trust; Thomas Edward Rhymes, Trust; and Randolph Stephens Rhymes, Trust.

Beatrice Rhymes Earle
BEATRICE RHYMES EARLE

T. Brewer Goodfret
T. BREWER GOODFRET, Trustee for Alison Stephens Rhymes, Trust; Raphael Ray Rhymes, III, Trust; Thomas Edward Rhymes, Trust; and Randolph Stephens Rhymes, Trust.



NET
REVENUE INTEREST

.10500000

NATIONAL GASOLINE #1
(Sec 16 T17N-R4E)

65653-1-1

Oil, Gas & Mineral Lease dated September 2, 1976, from National Gasoline Company of Louisiana, Inc., as Lessor, to Justiss- Mears Oil Company, as Lessee, recorded in Conv. 1083, Page 622 in Quachita Parish, Louisiana; said lease covering the entire Section of 36 containing 652.40 acres, more or less Township 17 North, Range 4 East, Quachita Parish, Louisiana.

NET
REVENUE INTEREST

.0390000

WILDLIFE # A-2
(Sec 30 T17N-R4E)

65653-8-1

State Lease No. 6842, dated November 12, 1975, from the Louisiana Wild Life and Fisheries Commission, as Lessor, to Justiss-Mears Oil Company, Inc., recorded in Conv. Book 1061, Page 444 of Ouachita Parish, Louisiana; said lease covers: entire State Agency Tract No. 13739, said State Agency Tract being described as follows: all of the right, title and interest of the Louisiana Wild Life & Fisheries Commission in all of the land and minerals described as follows: The East Half, the East Half of the Northwest Quarter, the Southwest Quarter of the Northwest Quarter, and the Southwest Quarter of Section 24; the East Half, the East Half of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter and the East Half of the Southwest Quarter of Section 25, Township 17 North, Range 4 East; all of Section 19, all of Section 28 lying West of Bayou Lafourche, all of Section 29 and all of Section 30, Township 17 North, Range 5 East Ouachita Parish, Louisiana, cover not more than a one-half interest approximately 3,052.09 acres, as shown outlined in red on a plat on file in the State Land Office.

NET
REVENUE INTEREST

.0480000

WILDLIFE #A-1
(Sec 30 T17N-R5E)

65653-8-1

State Lease No. 6842, dated November 12, 1975, from The Louisiana Wild Life and Fisheries Commission, as Lessor, to Justiss-Mears Oil Company, Inc., recorded in Conv. Book 1061, Page 444 of Quachita Parish, Louisiana; said lease covers: entire State Agency Tract No. 13739, said State Agency Tract being described as follows: all of the right, title and interest of the Louisiana Wild Life & Fisheries Commission in all to the land and minerals described as follows: The East Half, the East Half of the Northwest Quarter, the Southwest Quarter of the Northwest Quarter, and the Southwest Quarter of Section 24; the East Half, the East Half of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter and the East Half of the Southwest Quarter of Section 25, Township 17 North, Range 4 East; all of Section 19, all of Section 28 lying West of Bayou Lafourche, all of Section 29 and all of Section 30, Township 17 North, Range 5 East, Quachita Parish, Louisiana, covering not more than a one-half interest approximately 3,052.09 acres, as shown outlined in red on a plat on file in the State Land Office.

NET
REVENUE INTEREST

.08247734

MC LAUGHLIN # 1
(Sec 13 T17N-R4W)

- 65653-2-1 Oil, Gas & Mineral Lease dated August 9, 1976, from Bentz and Elmore, Inc., as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Conv. Book 1081, Page 287 in Quachita Parish, Louisiana; said lease covering SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, Township 17 North, Range 4 West, in Quachita Parish, Louisiana.
- 65653-3-1 Oil, Gas & Mineral Lease dated August 16, 1976, from Claude L. McLaughlin, husband of Harvey McLaughlin, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Conv. Book 1082, Page 89 of Quachita Parish, Louisiana; said lease covers SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13 Township 17 North, Range 4 East in Quachita Parish, Louisiana.
- 65653-4-1 Oil, Gas & Mineral Lease dated August 8, 1976, from Roland T. Kinney, husband of Betty Adams Kinney, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Conv. Book 1081, Page 296 of Quachita Parish, Louisiana; said lease covers W $\frac{1}{2}$ NW $\frac{1}{4}$, less & except a certain 1.14 acre tract of land sold to James Wesley Jones dated May 5, 1971 and recorded in Book 951, Page 658 DR# 536343 of the Clerk of Courts records located in Quachita Parish, Louisiana.
- 65653-6-1 State Lease No. 6840 dated November 12, 1975, from the Louisiana Wildlife and Fisheries Commission, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Conv. Book 1061, Page 411 of Quachita Parish, Louisiana; said lease covers entire State Agency tract no. 13737, said State Agency Tract being described as follows: All of the right, title and interest of the Louisiana Wild Life and Fisheries Commission in and to the land and minerals described as follows: All of Section 17, All of Section 18, Township 17 North, Range 5 East and the Southeast Quarter of Section 13, Township 17 North, Range 4 East, Quachita Parish, Louisiana covering not more than a one-half interest in approximately 1,327.36 acres, as shown outlined in red on a plat on file in the State Land Office.
- 65653-9-1 Oil, Gas & Mineral Lease dated November 17, 1975, from Isaac Woods, et al, husband of Jesse Lee Woods, as Lessor, to Oakland Corporation as Lessee, recorded in Conv. Book 1062, Page N/A in Quachita Parish Louisiana; said lease covering NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, Township 17 North, Range 4 West in Quachita Parish, Louisiana.
- 65653-9-2 Oil, Gas & Mineral Lease dated August 17, 1976, from Elizabeth Halston, Clara Bradford, Bass Johnson, Bessie Patten, L. E. Johnson, Deanna Wooley & Jesse Johnson, as Lessors, to Oakland Corporation, as Lessee, recorded in Conv. Book 1096, Page 553 in Quachita County, Louisiana; said lease covering NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, Township 17 North, Range 4 East in Quachita County, Louisiana.

- 65653-10-1 Oil, Gas & Mineral Lease dated November 17, 1975, from William W. Adams, husband of Marquerita B. Adams, as Lessor, to Oakland Corporation, as Lessee, recorded in Conv. Book 1062, Page N/A in Quachita County, Louisiana; said lease covers N $\frac{1}{2}$ SW $\frac{1}{4}$ & SE $\frac{1}{4}$ NW $\frac{1}{4}$ & SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, Township 17 North, Range 4 East in Quachita County, Louisiana.
- 65653-11-1 Oil, Gas & Mineral Lease dated November 25, 1975, from Moses Jackson, as Lessor, to Oakland Corporation, as Lessee, recorded in Conv. Book 1062, Page N/A in Quachita Parish, Louisiana; said lease covers NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, Township 17 North, Range 4 East in Quachita Parish, Louisiana.
- 65653-12-1 Oil, Gas & Mineral Lease dated November 26, 1975, from Jesse Ernest, Jr., husband of Zola Amond Ernest, as Lessor, to Oakland Corporation, as Lessee, recorded in Conv. Book 1062, Page N/A in Quachita Parish, Louisiana; said lease covers NE $\frac{1}{4}$ NE $\frac{1}{4}$ in Section 13, Township 17 North, Range 4 East in Quachita Parish, Louisiana.

NET
REVENUE INTEREST

.39311560

FAUTHEREE NO. 1
(Sec 14 T17N-R4E)

65597-122-1

Oil, Gas & Mineral Lease dated August 5, 1976, from Abraham H. Bowie, Jr., as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in File No. 722383, Con. Book 1069, Page 313 of Quachita Parish, Louisiana; said lease covers a certain tract of land containing 9.50 acres, more or less, situated in W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East, Quachita Parish, Louisiana; and being more particularly described as beginning at the southwest corner of the southwest quarter of the northeast quarter of Section 14, thence southeasterly along the south line of said southwest quarter of northeast quarter a distance of 226.47 feet; thence turning a deflection angle of 84 degrees 38 minutes 58 seconds left, continue northeasterly a distance of 1320.56 feet to the north line of southwest quarter of northeast quarter; thence turning a deflection angle of 95 degrees 45 minutes 35 seconds left, continue northwesterly a distance of 403.94 feet to the northwest corner of southwest quarter of northeast quarter; thence turning a deflection angle of 91 degrees 57 minutes 42 seconds left, continue southerly along the west line of southwest quarter of northeast quarter a distance of 1313.05 feet to the point of beginning and being subject to the right-of-way of Moore Road & a Parish drainage canal as per plat attached to Corrected Option of Purchase dated April 1, 1976.

65597-122-2

Oil, Gas & Mineral Lease dated August 6, 1976, from James Bernard Johnson, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1080, Page 706, of Quachita Parish, Louisiana; said lease covers a certain tract of land containing 9.5 acres, more or less, situated in W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 14, Township 17 North, Range 4 East, Quachita Parish, Louisiana and being more particularly described as commencing at the northwest corner of the southwest quarter of the northeast quarter; thence easterly along the north line of said southwest quarter northeast quarter a distance of 403.94 feet to the point of beginning; thence continue easterly along the north line of said southwest quarter northeast quarter a distance of 259.27 feet to the northeast corner of W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, thence turning a deflection angle of 88°06'48" right, continue southerly along the east line of W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 1190.01 feet to the NE/c of Owens 1.0 acre tract; thence turning a deflection angle of 92°17'45" right, continue westerly along the north line of said Owens tract a distance of 208.71 feet to the NW/c of said Owens tract; thence turning a deflection angle of 92°17'45" left continue southerly along the west line of said Owens tract a distance of 209.71 feet to the south line of said W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$; thence westerly along the south line of said W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 226.48 feet; thence turning a deflection angle of 95°21'02" right, continue northeasterly a distance of 1320.56 ft. to the point of beginning and being subject to the Right-of-Way of Moore Road and a Parish drainage canal and all other Rights-of-Way, Easements & Servitudes of Record, all as shown and described by plat thereof.

65597-123-1

Oil, Gas & Mineral Lease dated August 6, 1976, from Cecil H. Drake, as Lessor, to Justiss-Mears Oil Company, Inc., recorded in Con. Book 1080, Page 711 of Quachita Parish, Louisiana; and said lease covers lands from the southwest corner of Section 14, Township 17 North, Range 4 East, measure N 0° ten minutes east along the west line of said Section 14, a distance of 393 feet to the point of beginning from which point, continue N 0° ten minutes east along the west line of said Section 14 a distance of 655.9 feet; thence measure south 85°, 58 minutes east 464.75 feet; thence S 0° eight minutes west a distance of 939.8 feet to the south back of Young's Bayou drainage canal; thence in a northeasterly direction along the south bank of Young's Bayou drainage canal; 563 feet, more or less, to the point of beginning, containing 8.35 acres, more or less, and being situated in the southwest quarter of the southwest quarter of Section 14, Township 17 North, Range 4 East, Quachita Parish, Louisiana.

65597-125-2

Oil, Gas & Mineral Lease dated August 18, 1976, from John J. Johnson, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1083, Page 279 of Quachita Parish, Louisiana; said lease covers a certain tract or parcel of land, situated in the east half of the northwest quarter of the southeast quarter of Section 14, Township 17 North, Range 4 East, Quachita Parish, Louisiana, more particularly described as follows: Beginning at the northeast corner of the northwest quarter of the southeast quarter of Section 14, Township 17 North, Range 4 East, proceed thence south along the east line of said forty, a distance of 245 feet to the point of beginning; proceed thence due west a distance of 210 feet to the northeast corner of a tract sold by W. O. Fatherree by deed of conveyance found in COB 740, Page 416 of the records of Quachita Parish, thence south along a line parallel to the east line of the northwest quarter of the southeast quarter of Section 14 a distance of 294 feet, thence due east a distance of 210 feet to the east line of the northwest quarter of the southeast quarter of Section 14; thence northerly along said east line a distance of 294 feet to the point of beginning, and being a portion of the same property acquired by W. O. Fatherree by deed from S.A. Fatherree by deed recorded in COB 393, Page 549, Records of Quachita Parish, Louisiana.

65597-125-1

Oil, Gas & Mineral Lease dated August 8, 1976, from David D. Foster, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Conv. Book 1081, Page 282 of Quachita Parish, Louisiana; said lease covers a certain tract or parcel of ground situated in the east half of the northwest quarter of southeast quarter of Section 14, Township 17 North, Range 4 East, particularly described as follows: from the northeast corner of the NW¼ of SE¼ of said Section 14, run south along the east line of said forty a distance of 539 feet to the southeast corner of a tract sold to W. O. Fatherree as per deed in Conveyance Book 393, page 549, for a point of beginning; thence from said point of beginning, run south along the east line of said forty a distance of 609.85 feet to the northeast corner of a tract of land sold to Mrs. Sophie Craft by deed in Conv. Book 480, page 741; thence north 88° 51' west along the north line of said Sophie Craft tract a distance of 210 feet; thence north 0° 13' west, a distance of 605.8 feet to the south line of the tract sold to W. O. Fatherree as aforesaid; thence due East a distance of 210 feet to the point of beginning, containing 2.93 acres, all as shown on plat of Survey to establish boundary.

65597-124-1

Oil, Gas & Mineral Lease dated August 4, 1976, from Jay M. Hughes, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1081, Page 272, of Quachita Parish, Louisiana; said lease covers southeast quarter of the southeast quarter, less and except the following tracts: one acre sold to Board of Trustees of First Methodist Church of Monroe, La. dated March 1, 1948 and recorded in Book 413, Page 635; also two acres sold to R. E. Barwick dated February 10, 1951 and recorded in Book 471 Page 639; .48 acre tract sold to Ovie McIntosh dated April 18, 1955, and recorded in Book 568 Page 488 (Lot 100X210); .18 acre tract sold to Adalene H. Lawrence & E. B. Lawrence dated September 14, 1960, and recorded in Book 712, Page 195; .18 acre tract sold to Janie H. Spells & Tyre Spells dated September 19, 1960 and recorded in Book 713, Page 724; 1/5 acre tract sold to R. R. & Sarah H. Oliveaux dated February 23, 1962, and recorded in Book 754, Page 177

this deed being corrected February 26, 1962, and recorded in Book 762, Page 482 Lot 50x165 (.19 acre); Lot 50x125 (.25 acre) sold to T. E. Barnes dated December 5, 1968 and recorded in Book 908 Page 434; Lot 50x165 (.19 acre) sold to J. M. Hughes, Jr., dated March 12, 1969 and recorded in Book 913, Page 150; Lot 50x165 (.19 acre) sold to K. B. Lawrence and dated March 2, 1972, Four acre tract sold to Tyre Spells and Janie H. Spells dated March 17, 1972 and recorded in Book 969, Page 780; Lot 50x165 (.19 acre) sold to J. M. Hughes September 13, 1972 and recorded in Book 981, Page 952. All of the above property recorded in the Clerk of Courts records of Quachita Parish, Louisiana.

- 65597-127-1 Oil, Gas & Mineral Lease dated August 16, 1976, from Burk Shiel, husband of Dorothy Bullock Shiel, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1082, Page 786 of Quachita Parish, Louisiana; said lease covers a certain lot or parcel of ground in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 14, Township 17 North, Range 4 East, being more particularly described as follows, to-wit: from the SW/c of said NE $\frac{1}{4}$ of SE $\frac{1}{4}$ run North along the west line of said NE $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 628 feet to the Point of Beginning; thence from said point of beginning continue north along the west line of said NE $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 147 feet; thence running back easterly between parallel lines, parallel with the south line of said NE $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 294 feet, and containing 1 acre, more or less.
- 65597-128-1 Oil, Gas & Mineral Lease dated August 19, 1976, from Vera Caldwell Lanehart, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1082, Page 790 of Quachita Parish, Louisiana; said lease covers the S $\frac{1}{2}$ of the following tract: A certain tract of ground situated in the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East particularly described as follows: Commencing at a point on the West line of said forty acre tract 481 feet north of the southwest corner thereof; thence running north along the w. l. line of said forty a distance of 294 feet; thence east in a line parallel to the south line of said forty 294 feet; thence west parallel to the south line of said forty 294 feet to the point of beginning, containing two acres, more or less.
- 65597-129-1 Oil, Gas and Mineral Lease dated August 5, 1976, from Cleo Moore, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1080, Page 715 of Quachita Parish, Louisiana; said lease covers Tract No. 1 - beginning at the SW/C of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, measure S 88° - 51' E along the south line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 663.5 feet; thence measure N 0° - 10' E a distance of 393.1 feet; thence N 88° - 51' W a distance of 663.5 feet to the west line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$; thence S 0° - 10' W along the west line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 393.1 feet to the point of beginning containing 6.0 acres----Tract No. 2 From the SW/c of Section 14, measure N 0° - 10' E along the west line of said section a distance of 1048.9 feet to the point of beginning; from which point continue N 0° - 10' E along the west line of Section 14 a distance of 163.7 feet; thence measure S 85° - 58feet west a distance of 373.5 feet to the point of beginning containing 1.40 acres; ----Tract No. 3 - SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said section 14, Less and except; those conveyances made by Lessor named hereinabove to: 1) Alton Harry Recoulley, Jr. as recorded in the Conveyance Records of Quachita Parish, Louisiana, in C.B. 848, Page 523, C.B. 850, Page 466, & C.B. 881, Page 87; 2) Edgar Paillett as recorded in the Conveyance Records of Quachita Parish, Louisiana, in C. B. 755, Page 770; 3) Ardon Elbert Jones as recorded in the Conveyance Records of Quachita Parish, Louisiana in C. B. 791, Page 80. All tracts in Section 14, Township 17, Range 4 East, Quachita Parish, Louisiana.
- 65597-130-1 Oil, Gas and Mineral Lease dated August 16, 1976, from Ted E. Barnes and Edna D. Barnes, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1082, Page 798 of Quachita Parish, Louisiana, said lease covers a certain tract of land located in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East, Quachita Parish, Louisiana, more particularly described as begin-

ning at a point 538 feet North of the Southwest corner of said SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, thence run North 50 feet; thence run East 215 feet; thence run South 50 feet; thence run West 215 feet to the Point of Beginning, containing a lot 50 feet by 215 feet.

- 65597-131-1 Oil, Gas and Mineral Lease dated August 4, 1976, from Tyre Spells and Janie Hughes Spells, as Lessors, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con Book 1082, Page 277, in Quachita Parish, Louisiana; said lease covers a certain parcel of land in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East, Quachita Parish, Louisiana, and more particularly described as follows: from the NW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14, measure S 00° - 13' E along the West line of said SE $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 340.1'; thence S 88° - 51' E a distance of 39.0' to a point on the east line of Gourd Bayou Road, the Point of Beginning; thence from said point S 88° - 51' E a distance of 210'; thence measure N 00° - 13' E a distance of 310' to the south line of Mildred Road; thence from said point along the South line of said road S 88° - 51' E a distance of 213 feet; thence measure S 00° - 13' E a distance of 574.9 feet; thence N 88° - 51' W a distance of 421.2 feet to the east line of Gourd Bayou Road; thence measure N 00° - 57' W along the east line of said road a distance of 257.0 feet to the point of beginning, containing 4.0 acres, being a portion of the property acquired by J. M. Hughes by deed recorded in Conveyance Record Book 332, Page 111 of the records of Quachita Parish, Louisiana.
- 65597-132-1 Oil, Gas & Mineral Lease, dated August 18, 1976, from Robert R. Oliveaux and Sarah Hughes Oliveaux, as Lessors, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1082, Page 802, in Quachita Parish, Louisiana; said lease covers a certain parcel or tract of land situated in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East, more particularly described as follows: begin at a point where the East side of Gourd Bayou Road intersects with the South side of Adams Road, thence run east along South right of way of Adams Road 430 feet to the point of beginning; thence run South 165 feet to a point; thence run East parallel with Adams Road 50 feet to a point; thence run North 165 feet to the South right of way of Adams Road; thence run West along Adams Road to the Point of Beginning.
- 65597-133-1 Oil, Gas & Mineral Lease, dated August 17, 1976 from Rosie Lee McIntosh and Ovie Lee McIntosh, as Lessors, to Justiss-Mears Oil Company, Inc., as Lessors, recorded in the Con. Book 1082, Page 806, of Quachita Parish, Louisiana; said lease covers a certain tract or parcel of land situated in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East, particularly described as follows: Beginning at the intersection of the South line of Adams Road with the East line of Gourd's Bayou Road, and running thence South along the East line of Gourd's Bayou Road a distance of 100 feet, thence back East between parallel lines, one of which is the South line of Adams Road, a distance of 210 feet.
- 65597-134-1 Oil, Gas & Mineral Lease dated August 17, 1976, from Jay M. Hughes, Jr., as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in the Con. Book 1082, Page 810 of Quachita Parish, Louisiana; said lease covers a certain lot or parcel of ground in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East particularly described as follows: Commence at the Northwest corner of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 14, proceed South 88° - 51' min. E along the North line of said forty a distance of 822'; thence due South a distance of 15' to the south line of the Mildred Road (60' ROW) said point begin Point of Beginning Proper; thence South 88° - 51' minutes East a distance of 50'; thence from last mentioned Point and from Point of Beginning Proper, back due south between parallel lines, a distance and depth of 165 feet, ALL AS PER DESCRIPTION furnished by James R. McCoy, C. E.

- 65597-135-1 Oil, Gas & Mineral Lease dated August 17, 1976, from Agalene Hughes Lawrence, Kenneth Bernell Lawrence and Patricia Dianne Lawrence Toney, as Lessors, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in the Con. Book 1083, Page 29, of Quachita Parish, Louisiana; said lease covers from a intersection of the South right of way line of the Adams Road and the East right of way line of the Gourds Bayou Road measure in a southerly direction along the east line of the Gourds Bayou Road a distance of 620 feet for a Point of Beginning; thence continue Southerly along the East line of said Gourds Bayou Road a distance of 50 feet; thence measure in an Easterly direction parallel to the south right of way line of the Adams Road a distance of 165 feet; thence northerly parallel to the East Right of way line of Gourds Bayou a distance of 50 feet; thence Westerly parallel to the South line of the Adams Road a distance of 165 feet to the Point of Beginning, containing 0.18 acre in SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East of Quachita Parish, Louisiana.
- 65597-136-1 Oil, Gas & Mineral Lease dated August 19, 1976, from Roy Clinton Appinette, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1082, Page 815 of Quachita Parish, Louisiana; said lease covers a certain lot or parcel of ground in the Northwest quarter of Southwest quarter of Section 14, Township 17 North, Range 4 East more particularly described as from the Southwest corner of Northwest quarter of Southwest quarter of Section 14, run N 0° 10' East along the West line of said Northwest quarter of Southwest quarter 393.1 feet to the Point of Beginning; thence continue North 0° 10' West 219.7 feet thence North 88° - 51' West 222.7 feet to the Point of Beginning, containing 1.13 acres in Quachita Parish, Louisiana.
- 65597-137-1 Oil, Gas and Mineral Lease, dated August 17, 1976, from Willis Crawford Smith, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1082, Page 819 of Quachita Parish, Louisiana; said lease covers a certain lot or parcel of ground located in the East half of East half of Northeast quarter of Southwest quarter of Section 14, Township 17 North, Range 4 East more particularly described as follows: from the northeast corner of the above described ten acre tract, measure westerly along the North line of said Northeast quarter 100 feet; thence southerly parallel to the East line of said forty a distance of 200 feet; thence Easterly in a line parallel to the North line of said forty a distance of 200 feet; thence Northerly along the East line of 200 feet to the Point of Beginning in Quachita Parish, Louisiana.
- 65597-138-1 Oil, Gas and Mineral Lease, dated August 16, 1976, from Alton Harry Recoulley, Jr., as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1082, Page 823 of Quachita Parish, Louisiana; said lease covers a certain tract or parcel of land located in the Southwest Quarter of Southwest Quarter of Section 14, and a certain lot or parcel of ground in the Southwest Quarter of the Southwest Quarter of Section 14 and a certain lot or parcel of ground in the Northwest Quarter of the Southwest Quarter of Section 14 and a certain lot or parcel of ground in the Northwest Quarter of the Southwest Quarter of Section 14 all parcels of land and more fully described on Attachment I.
- 65597-139-1 Oil, Gas and Mineral Lease, dated August 23, 1976, from Raymond C. Robert and James A. Roberts, Jr., as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1083, Page 293 in Quachita Parish, Louisiana; said lease covers the Southeast Quarter of Northeast Quarter Section 14, Township 17 North, Range 4 East, Quachita Parish, Louisiana.
- 65597-139-2 Oil, Gas and Mineral Lease, dated August 23, 1976 from James A. Roberts, Jr., as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1082, Page 287, of Quachita Parish, Louisiana; said lease covers Southeast Quarter of Northeast Quarter of Section 14, Township 17 North, Range 4 East.

- 65597-140-1 Oil, Gas and Mineral Lease dated August 16, 1976, from Cleven L. Bass, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1082, Page 794 of Quachita Parish, Louisiana; said lease covers from the intersection of the South right-of-way line of the Adams Road and East right-of-way line of the Gourd's Bayou Road measure in a southerly direction along the East right-of-way line of the Gourd's Bayou Road a distance of 100 feet for a point of beginning, thence continue along the East right-of-way of said Gourd's Bayou Road in a Southerly direction a distance of 210 feet; thence measure in an Easterly direction back between parallel lines, parallel to the South right-of-way line of the Adams Road a distance of 210 feet; containing one (1) acre of land, more or less and all being in the SE $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East, Quachita Parish, Louisiana.
- 65597-162-1 Oil, Gas & Mineral Lease, dated November 13, 1975, from Frank J. Fontana, husband of Ruth Reneau Fontana, as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717213, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covers SW $\frac{1}{4}$ NW $\frac{1}{4}$ & SW $\frac{1}{4}$ NW $\frac{1}{4}$ in Section 14, Township 17 North, Range 4 East in Quachita Parish, Louisiana.
- 65597-163-1 Oil, Gas & Mineral Lease dated November 13, 1975, from Jimmy Don Hudson, as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717214, Conv. Book 1062 in Quachita Parish, Louisiana; said lease covers the South 5 acres of the North 10 acres of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$, described as commencing at the SW/c of said forty; thence N 975.45 feet to point of beginning, thence east 1317.86 feet to the East line of said forty, thence North 165.30 feet; thence South 165.30 feet to point of beginning; and the North 6.58 acres of the South Half of the North Half of the Southwest Quarter of the Northwest Quarter, described as commencing at the SW/c of said forty, thence North 760 feet to the point of beginning proper, thence East 1319.11 feet to the East line of said forty, thence North 219.91 feet, thence West 1317.86 feet to the West line of said forty, thence South 215.45 feet to the point of beginning.
- 65597-163-2 Oil, Gas & Mineral Lease dated August 22, 1977, from Clyde Anderson, widower of Dorothy Lockert, as Lessor, to Justiss-Mears Oil Company Inc. as Lessee, recorded in Conv. Book 1109 of Quachita Parish, Louisiana; said lease covers a certain parcel of land in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East, in Quachita Parish, Louisiana, more particularly described as follows: Commence at the Southwest corner of said forty, proceed Northerly, along the West line of said forty a distance of 615 feet to the point of beginning proper; thence continue Northerly along the West line of said forty; a distance of one hundred forty five (145) feet; thence, from last mentioned point and from point of beginning proper back Easterly between parallel lines, both of which are parallel to the South line of said forty, a distance and depth of 300.84 feet, containing one acre, more or less.
- 65597-164-1 Oil, Gas & Mineral Lease dated November 20 1975, from Floriece Free, as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717217 in Conv. Book 1062 in Quachita Parish, Louisiana; said lease covers a tract of land in the West half of the Northwest quarter of Southeast quarter of Section 14, Township 17 North Range 4 East in Quachita Parish Louisiana described as: beginning at the NW/c of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$; thence East 450 feet for the point of beginning proper, thence East along the North line of said forty 210 feet; thence South in a line parallel to the West and East boundaries of said forty a distance of 1320 feet to the South boundary of said forty, thence West 210 feet, thence North to the point of beginning proper.

- 65597-165-1 Oil, Gas & Mineral Lease, dated November 21, 1975, from Harvey Fautheree, husband of Maggie Voila Fautheree, as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717218, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covers the W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ & W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East, Quachita Parish, Louisiana.
- 65597-166-1 Oil, Gas & Mineral Lease dated November 13, 1975, from William C. Richardson, Elisha R. Richardson and Izola Livingston, as Lessors, to Oakland Corporation, as Lessee, recorded in File No. 717219, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covers NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East in Quachita Parish, Louisiana.
- 65597-166-2 Oil, Gas & Mineral Lease dated November 25, 1975, from John Edward Latham, as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717220 Conv. Book 1062 in Quachita Parish, Louisiana; said lease covers NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East, in Quachita Parish, Louisiana.
- 65597-166-3 Oil, Gas & Mineral Lease, dated August 24, 1977, from Eldon Clark Latham, husband of Patsy J. Wilson, as Lessor, to Justiss- Mears Oil Company, Inc., as Lessee, recorded in File No. 751437 in Conv. Book 1110, Page 622 of Quachita Parish, Louisiana; said lease covers NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 14, Township 17 North, Range 4 East in Quachita Parish, Louisiana.
- 65597-167-1 Oil, Gas & Mineral Lease dated November 18, 1975, from Motor Truck Finance Company, as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717721, Conv. Book 1062 in Quachita Parish, Louisiana; said lease covers the North 10 acres of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ in Section 14, Township 17 North, Range 4 East in Quachita Parish, Louisiana.
- 65597-168-1 Oil, Gas & Mineral Lease dated November 24, 1975, from Robert N. Johnson and wife, Ruth Davis Johnson, as Lessors, to Oakland Corporation, as Lessee, recorded in File No. 717724, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covers E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East in Quachita Parish, Louisiana.
- 65597-169-1 Oil, Gas & Mineral Lease dated November 20, 1975, from Homer C. Powell, husband of Gertrude Self Powell, as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717725, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covers W $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, Township 14 North, Range 4 East in Quachita Parish, Louisiana.
- 65597-170-1 Oil, Gas & Mineral Lease dated November 21, 1975, from Robert H. Dyer, husband of Reta Strickland Dyer, as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717726, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covers a tract of land in the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ & SE $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 14, described as: from the Northeast corner of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ measure West along the North line of said forty 330.84 feet to the point of beginning; thence North 21.8 feet to the center line of Moore Road; thence measure along the center line of said road North 81 degrees 3 minutes, west 130 feet, thence North 72 degrees, 39 minutes West 100 feet, thence North 64 degrees 51 minutes west 116.6 feet, thence South 1530.7 feet to the South line of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$, thence East along said South line 331.7 feet, thence North 1418.4 feet to the point of beginning.
- 65597-171-1 Oil, Gas & Mineral Lease dated November 24, 1975, from Clayton O. Smith, husband of Estelle Holder Smith, as Lessor, to Oakland Corporation, as Lessee, recorded in file No. 717727, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covering E $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East in Quachita Parish, Louisiana.

- 65597-172-1 Oil, Gas & Mineral Leases dated November 26, 1975, from Michael Walden, as Lessor, to Oakland Corporation, as Lessee, recorded in File 717728, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covers a tract of land describing as beginning at the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 14, Township 17 North, Range 4 East, thence easterly along center line of Moore Road a distance of 240 feet, thence Southerly a distance of 30 feet to the point of beginning proper; thence easterly along south right-a-way line of Moore Road 210 feet; thence Southerly 1290 feet, thence westerly 210 feet, thence Northerly 1290 feet to point of beginning proper.
- 65597-173-1 Oil, Gas & Mineral Lease dated November 20, 1975, from Warren J. Stassi, M.D., as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717729, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covers NE $\frac{1}{4}$ NE $\frac{1}{4}$ & E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East in Quachita Parish, Louisiana.
- 65597-174-1 Oil, Gas & Mineral Lease dated November 7, 1975, from Warren J. Stassi, husband of Edwina Brady Stassi, as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717730, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covers NE $\frac{1}{4}$ of SE $\frac{1}{4}$ (Less & Except a tract of land in the Southwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14,) Township 17 North, Range 4 East, Quachita Parish, Louisiana.
- 65597-175-1 Oil, Gas & Mineral Lease dated November 24, 1975, from James S. Duke, husband of Betty Quinn Duke, as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717731, Conv. Book 1062, of Quachita Parish, Louisiana; said lease covers a tract of land being the West 240 feet of the Northwest Quarter of the Southeast Quarter, more particularly described as beginning at the Northwest corner of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, thence East 240 feet, thence South 1320 feet to the South line of said forty, thence West 240 feet to the Southwest corner of said forty thence North to the place of beginning.
- 65597-176-1 Oil, Gas & Mineral Lease dated November 25, 1975, from Herbert J. Fatherree, W. O. Fatherree, Johnny Fatherree, Ettie Oser, as Lessors, to Oakland Corporation, as Lessee, recorded in file No. 717732, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covers E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ (Less & Except the following tracts sold by Stephen A. Fatherree; 2 acres to W. O. Fatherree on March 3, 1947 in C. B. 393, Page 549; 1 acre to Mrs. Sophie Craft on May 17, 1951 in C.B. 480 Page 741 -- 2.75 acres to Joel Milton Brown, et al on June 25, 1954, in C. B. 543, Page 493 -- 1/2 acre to Mrs. Agnes Head on July 26, 1954, in C. B. 550, Page 450 -- 1.1 acres to Herbert J. Fatherree on March 22, 1960 in C.B. 694, Page 360, and -- .4 acre to W. O. Fatherree on July 1, 1961, in C.B. 737, Page 756, all in the Conveyance Records of Quachita Parish, Louisiana.
- 65597-177-1 Oil, Gas & Mineral Lease dated December 11, 1975, from Herbert J. Fatherree, as Lessor, to Oakland Corporation, as Lessee, recorded in File 717733, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covers a tract of land in the E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, described as commencing at the northeast corner of said twenty acre tract and running thence South along the East line thereof 245 feet, more or less, to the North line of a tract sold to W. O. Fatherree as per deed in C. B. 393, Page 549, records of Quachita Parish, thence running back West between parallel lines, one of which is the North line of said twenty acre tract 200 feet, containing 1.1 acres, more or less, Township 17 North, Range 4 East in Quachita Parish, Louisiana.
- 65597-186-1 Oil, Gas & Mineral Lease dated August 19, 1977, from James H. Smith, husband of Katie Lee Smith, nee Evans, as Lessor, Justiss-Mears Oil Company, Inc., as Lessee, recorded in Conv. Book 1109, of Quachita Parish, Louisiana; said lease covers E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 16 North, Range 4 East of Quachita Parish, Louisiana.

ATTACHMENT I

A certain tract or parcel of land located in the Southwest Quarter of Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 14, Township 17 North, Range 4 East, Ouachita Parish, Louisiana, and being more particularly described as follows, to-wit:

BEGINNING at the southwest corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East, measure N0°-03' E along the east line of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 726.65 feet; thence measure N85°-33' W a distance of 664.75 feet; thence measure S0°-07' W a distance of 782.11 feet to the south line of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$; thence measure N39°-10' E along the south line of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 665.28 feet to the point of beginning, containing 11.15 acres.

A certain lot or parcel of ground in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Fourteen (14) Township Seventeen (17) North, Range Four (4) East, Ouachita Parish, Louisiana, and being more particularly described as follows:

From the southwest corner of Section 14, Township 17 North, Range 4 East, measure N0°-10' E along the west line of said Section 14 a distance of 1501 feet to the NW corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 14; thence measure S88°-51' E along the north line of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 663.5 feet to the POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN; from which point measure S0°-07' W a distance of 693.78 feet; thence S35°-58' E a distance of 664.75 feet to the east line of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$; thence measure N0°-03' E along said east line a distance of 726.65 feet to the NE corner of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$; thence measure N83°-51' W along the north line of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 663.5 feet to the point of beginning, containing 10.82 acres.

A certain lot or parcel of ground in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 14, Township 17 North, Range 4 East, Ouachita Parish, Louisiana, and being more particularly described as follows, to-wit:

BEGINNING at the Northwest corner of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) and from said Point of Beginning, run South 0° 10' West a distance of 440 feet; thence run South 86° 52' East a distance of 222.7 feet; thence run South 0° 10' West a distance of 653.1 feet; thence South 88° 51' East a distance of 440.8 feet; thence South 0° 10' West a distance of 393.1 feet to the South line of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$); thence South 88° 51' East along the South line of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) a distance of 663.5 feet, more or less, to the Southwest corner of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$); thence North 0° 03' East along the East line of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) a distance of 1453.4 feet, more or less, to the Northeast corner of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$); thence North 86° 52' West along the North line of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) a distance of 1323.4 feet, more or less, to the Northwest corner of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) and the Point of Beginning.

From the SW corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East, measure N0°-10' E along the west line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 837.7 feet to the POINT OF BEGINNING; from which point continue N0°-10' E along the west line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 222.1 feet; thence measure S86°-52' E along the south line of property acquired by Andrew M. Moore by deed recorded in Conveyance Record Book 468, Page 466, records of Ouachita Parish a distance of 222.7 feet; thence measure S0°-10' W a distance of 219.7 feet; thence N87°-31' W a distance of 222.7 feet to the point of beginning, containing 1.13 acres.

From the southwest corner of Section 14, Township 17 North, Range 4 East, measure N0°-10' E along the west line of said Section 14 a distance of 839.1 feet; thence S85°-38' E a distance of 464.75 feet to the POINT OF BEGINNING; from which point measure S0°-08' W a distance of 730 feet, more or less to the south, or right descending bank of Youngs Bayou Drainage Canal; thence measure in a southeasterly direction along said bank a distance of 89 feet, more or less, to the south line of Section 14; thence measure N89°-10' E along the south line of Section 14 a distance of 147.28 feet; thence measure N0°-08' E a distance of 742.87 feet; thence N85°-38' W a distance of 200 feet to the point of beginning, containing 3.59 acres, and being a portion of the property acquired by Charles Franklin Swannors from Ardon Elbert Jones by deed recorded in Conveyance Record Book 875, Page 444 of the records of Ouachita Parish, Louisiana.

A certain lot or parcel of ground in the Northwest Quarter of the Southwest Quarter (NW 1/4 of SW 1/4) of Section 14, Township 17 North, Range 4 East, Ouachita Parish, Louisiana, being more particularly described as follows, to-wit:

BEGINNING at the Northwest corner of said Northwest Quarter of Southwest Quarter (NW 1/4 of SW 1/4) and from said Point of Beginning, run South 0° 10' West a distance of 440 feet; thence run South 86° 52' East a distance of 222.7 feet; thence run South 0° 10' West a distance of 653.1 feet; thence South 88° 51' East a distance of 440.8 feet; thence South 0° 10' West a distance of 393.1 feet to the South line of the Northwest Quarter of the Southwest Quarter (NW 1/4 of SW 1/4); thence South 88° 51' East along the South line of said Northwest Quarter of Southwest Quarter (NW 1/4 of SW 1/4) a distance of 603.5 feet, more or less, to the Southwest corner of said Northwest Quarter of Southwest Quarter (NW 1/4 of SW 1/4); thence North 0° 01' East along the East line of said Northwest Quarter of Southwest Quarter (NW 1/4 of SW 1/4) a distance of 1493.4 feet, more or less, to the Northwest corner of said Northwest Quarter of Southwest Quarter (NW 1/4 of SW 1/4); thence North 86° 52' West along the North line of said Northwest Quarter of Southwest Quarter (NW 1/4 of SW 1/4) a distance of 1323.4 feet, more or less, to the Northwest corner of said Northwest Quarter of Southwest Quarter (NW 1/4 of SW 1/4) and the Point of Beginning.

From the SW corner of the NW 1/4 of the SW 1/4 of Section 14, Township 17 North, Range 4 East, measure N0°-10'E along the west line of said NW 1/4 of SW 1/4 a distance of 837.7 feet to the POINT OF BEGINNING; from which point continue N0°-10'E along the west line of said NW 1/4 of SW 1/4 a distance of 222.3 feet; thence measure S86°-52'E along the south line of property acquired by Andrew M. Moore by deed recorded in Conveyance Record Book 468, Page 466, records of Ouachita Parish a distance of 222.7 feet; thence measure S0°-10'W a distance of 219.7 feet; thence N87°-31'W a distance of 222.7 feet to the point of beginning, containing 1.13 acres.

From the southwest corner of Section 14, Township 17 North, Range 4 East, measure N0°-10'E along the west line of said Section 14 a distance of 839.1 feet; thence S85°-58'E a distance of 464.75 feet to the POINT OF BEGINNING; from which point measure S0°-08'W a distance of 730 feet, more or less to the south, or right descending bank of Youngs Bayou Drainage Canal; thence measure in a southeasterly direction along said bank a distance of 89 feet, more or less, to the south line of Section 14; thence measure N89°-10'E along the south line of Section 14 a distance of 147.28 feet; thence measure N0°-08'E a distance of 782.87 feet; thence N85°-58'W a distance of 200 feet to the point of beginning, containing 3.59 acres, and being a portion of the property acquired by Charles Franklin Summers from Ardon Elbert Jones by deed recorded in Conveyance Record Book 875, Page 444 of the records of Ouachita Parish, Louisiana.

From the southwest corner of Section 14, Township 17 North, Range 4 East, measure N0°-10'E along the west line of said Section a distance of 839.1 feet; thence S85°-58'E a distance of 373.5 feet to the POINT OF BEGINNING; from which point continue S85°-58'E a distance of 291.25 feet; thence measure N0°-07'E a distance of 209.8 feet; thence N85°-53'W a distance of 290.9 feet; thence S0°-10'W a distance of 209.8 feet to the point of beginning, containing 1.40 acres, and being a portion of the property acquired by Clio Moore by deed recorded in Conveyance Record Book 847, Page 706 of the records of Ouachita Parish, Louisiana.

NET
 REVENUE INTEREST
 PAYOUT
 Before After
 .3662111 12451988

(Sec 31 T15N-R1W)
 CLARK O'QUINN #1

- 65618-38-1 Oil & Gas Lease from Crown Zellerbach Corporation, Lessor, to Hunt Petroleum Corporation, Lessee, recorded in Oil & Gas Book 65, Page 652 in Jackson Parish, Louisiana; said lease covering NE $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31 Township 15 North, Range 1 West in Jackson Parish, Louisiana.
- 65618-39 Oil, Gas & Mineral Lease from Dalton D. Freeman, Administrator of the Estate of Mrs. Arta S. Freeman, Lessor, to Jussiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 69, Page 357 in Jackson Parish, Louisiana; said lease covering the West 15 acres of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 1 Township 14 North, Range 2 West. Jackson Parish, Louisiana.

	NET
REVENUE	INTEREST
	PAYOUT
Before	After
.4179688	.3837891

(Sec 35 T15N-R2W)

SCOTT WYATT #1

- 65618-2-1 Oil, Gas & Mineral Lease dated December 18, 1974, from Scott Wyatt, as Lessor, to Justiss-Mears Oil, Company, Inc., as Lessee. recorded in Book 54, Page 594 of the records of Jackson Parish, Louisiana; said lease covering the S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ & NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ & E $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35 Township 15 North, Range 2 West; SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36 Township 15 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-11-1 Oil, Gas & Mineral Lease dated December 19, 1974, from B. J. Davis, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 54, Page 598 in Jackson Parish, Louisiana; said lease covering N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ & SW $\frac{1}{4}$ (less NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$) & less SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ in Section 35 Township 15 North, Range 2 West, in Jackson Parish, Louisiana.

NET
REVENUE INTEREST

<u>PAYOUT</u>
Before After
.2944335 .2700749

CROWN ZELLERBACH NO 2
(Sec 5 T14N-R1W)

- 65601-71-1 Oil, Gas and Mineral Lease dated October 5, 1972, from Twain K. Giddens, Jr.s, husband of Mary Brown Giddens; William R. Giddens, husband of Jacquelyn Brickler Giddens; Joseph L. Ewing, Dorothy Ewing Tucker, Thomas C. Lewis, Jr., and Tandy G. Lewis, as Lessor, to Thomas A. Durham, as Lessee, recorded in Oil & Gas Lease Book 48, Page 389 of the Records of Jackson Parish, Louisiana; said lease covers the West Half of the Northwest Quarter, Section 5, Township 14 North, Range 1 West, Jackson Parish, Louisiana.
- 65601-87-1 Oil, Gas and Mineral Lease dated January 12, 1976, from Dr. Randolph Murphy, as Lessor, to Crown Zellerbach as Lessee, recorded in Oil & Gas Lease Book 56, Page 550 of the Records of Jackson Parish; said lease covers the East Half of the Northwest Quarter, Section 5 Township 14 North, Range 1 West, Jackson Parish, Louisiana.
- 65601-70-1 Oil, Gas and Mineral Lease dated August 24, 1972, from Joel E. Avery, husband of Margerite Avery, as Lessor, to Thomas A. Durham, as Lessee, recorded in Oil & Gas Lease Book 48, Page 466 of the records of Jackson Parish; said lease covers the Northeast Quarter of the Northeast Quarter of Section 5, Township 14 North, Range 1 West, Jackson Parish, Louisiana.
- 65601-88-1 Mineral Lease dated February 27, 1979 Crown Zellerbach Corporation, as Lessor, to Hunt Petroleum Corporation, as Lessee, recorded in Oil & Gas Lease Book 74, Page 407 of the records of Jackson Parish; said lease covers the Southwest Quarter, the South Half of the Southeast Quarter, the West Half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 5, Township 14 North, Range 1 West, Jackson Parish Louisiana, LESS AND EXCEPT:

(A) Commencing at the SW Corner of Section 5, Township 14 North Range 1 West, thence North 82 degrees 41 minutes 14 seconds East 1415.2 feet on the property line between Crown Zellerbach Corporation and Olinkraft, Inc., being the section line between Section 5 and Section 8 both in T14N-R1W, thence North 50 degrees 40 minutes 22 seconds East 2302.8 feet, thence South 82 degrees 38 minutes 14 seconds West 685.1 feet on the property line between Crown Zellerbach Corporation and Harvey C. and Jack E. Womack, being the line bounding the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West, and the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West, thence North 08 degrees 53 minutes 46 seconds West 611.6 feet on the property line between Crown Zellerbach Corporation and Harvey C. Womack and Jack E. Womack, being the line bounding the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West, and the Northwest Quarter of the Southeast Quarter of Section 5, Township 14 North, Range 1 West, thence South 50 degrees 40 minutes 22 seconds West 2967.3 feet, thence North 39 degrees 19 minutes 38 seconds West 120.0 feet, thence South 50 degrees 40 minutes 22 seconds West 106.5 feet, thence South 07 degrees 28 minutes 46 seconds East 305.8 feet on the property line between Crown Zellerbach Corporation and Olinkraft, Inc., being the section line

between Section 5 and Section 6, both in T14N-R1W to the point of beginning, containing 53.91 acres, more or less, in Jackson Parish Louisiana.

(B) Commencing at the NE Corner of the SW $\frac{1}{4}$ or SE $\frac{1}{4}$ of Section 5, T14N, R1W, thence South 82 degrees 38 minutes 14 seconds West 512.2 feet on the property line between Crown Zellerbach Corporation and Harvey C. and Jack E. Womack, being the line bounding the SW $\frac{1}{4}$ or SE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West and the NW $\frac{1}{4}$ or SE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West thence South 27 degrees 0 minutes 25 seconds East 1422.1 feet, thence North 82 degrees 36 minutes 14 seconds East 70.0 feet on the property line between Crown Zellerbach Corporation and Olinkraft, Inc., being the line bounding Section 5 and Section 8 both in T14N-R1W to the NE Corner of the NW $\frac{1}{4}$ or NE $\frac{1}{4}$ of Section 8, T14N-R1W, thence South 08 degrees 53 minutes 46 seconds East 457.0 feet on the property line between Crown Zellerbach Corporation and Olinkraft, Inc., being the line bounding the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 8, T14N-R1W and the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 8, T14N-R1W, thence North 72 degrees 06 minutes 14 seconds East 460.0 feet, thence North 14 degrees 16 minutes 22 seconds West 1717.5 feet, thence South 82 degrees 38 minutes 14 seconds West 293.5 feet on the property line between Crown Zellerbach Corporation and Mrs. W. L. Womack, being the line bounding the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, T14N-R1W and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, T14N-R1W to the point of beginning of Tract (B), containing 24.03 acres, more or less, in Jackson Parish, Louisiana.

(C) Commencing at the SW Corner of the SE $\frac{1}{4}$ or NE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West, thence North 82 degrees 36 minutes 14 seconds East 150.0 feet on the property line between Crown Zellerbach Corporation and Mrs. W. L. Womack, being the line bounding SE $\frac{1}{4}$ or NE $\frac{1}{4}$ of Section 5, T14N, R1W and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5 T14N, R1W, thence North 24 degrees 41 minutes 59 seconds East 820.7 feet, thence North 58 degrees 30 minutes 26 seconds West 100.0 feet, thence South 36 degrees 07 minutes 28 seconds West 1045.3 feet, thence North 82 degrees 36 minutes 14 seconds East 211.6 feet, on the property line between Crown Zellerbach Corporation and Harvey C. and Jack E. Womack, being the line bounding the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5, T14N, R1W, and the Northwest Quarter of Southeast Quarter of Section 5, T14N-R1W to the point of beginning of Tract (C), containing 4.08 acres, more or less, in Jackson Parish, Louisiana.

- 65601-58-3 Oil, Gas and Mineral Lease dated August 31, 1972 from Jack E. Womack and Harvey C. Womack as Lessors, to Thomas A. Durham, as Lessee, recorded in Oil & Gas Lease Book 48, Pages 413 and 512 of the records of Jackson Parish; said lease covers the Northwest Quarter of the Southeast Quarter of Section 5, Township 14 North Range 1 West, Jackson Parish, Louisiana.
- 65601-76-1 Oil, Gas & Mineral Lease dated August 30, 1972 from Robert Keith Womack, Bernice Womack Smith and Zelma Mae Womack Neidig, pursuant to the Judgment of Possession entered in the Succession of Wiley L. Womack, as Lessors, to Thomas A. Durham, as Lessee, said lease covers the Northeast Quarter of the Southeast Quarter of Section 5, Township 14 North, Range 1 West, Jackson Parish, Louisiana.
- 65601-88-1 Mineral Lease from Crown Zellerbach as Lessor, to Hunt Petroleum Corporation, as Lessee, recorded in Oil and Gas Lease Book 74, Page 407 of the records of Jackson Parish; said lease covers that portion of the Southwest Quarter of the Northeast Quarter of Section 5, Township 14 North, Range 1 West, Jackson Parish, Louisiana.

between Section 5 and Section 6, both in T14N-R1W to the point of beginning, containing 53.91 acres, more or less, in Jackson Parish Louisiana.

(B) Commencing at the NE Corner of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, T14N, R1W, thence South 82 degrees 38 minutes 14 seconds West 512.2 feet on the property line between Crown Zellerbach Corporation and Harvey C. and Jack E. Womack, being the line bounding the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West and the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West thence South 27 degrees 0 minutes 25 seconds East 1422.1 feet, thence North 82 degrees 36 minutes 14 seconds East 70.0 feet on the property line between Crown Zellerbach Corporation and Olinkraft, Inc., being the line bounding Section 5 and Section 8 both in T14N-R1W to the NE Corner of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 8, T14N-R1W, thence South 08 degrees 53 minutes 46 seconds East 450.0 feet on the property line between Crown Zellerbach Corporation and Olinkraft, Inc., being the line bounding the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 8, T14N-R1W and the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 8, T14N-R1W, thence North 72 degrees 06 minutes 14 seconds East 460.0 feet, thence North 14 degrees 16 minutes 22 seconds West 1717.5 feet, thence South 82 degrees 38 minutes 14 seconds West 293.5 feet on the property line between Crown Zellerbach Corporation and Mrs. W. L. Womack, being the line bounding the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, T14N-R1W and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, T14N-R1W to the point of beginning of Tract (B), containing 24.03 acres, more or less, in Jackson Parish, Louisiana.

(C) Commencing at the SW Corner of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West, thence North 82 degrees 36 minutes 14 seconds East 150.0 feet on the property line between Crown Zellerbach Corporation and Mrs. W. L. Womack, being the line bounding SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5, T14N, R1W and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5 T14N, R1W, thence North 24 degrees 41 minutes 59 seconds East 820.7 feet, thence North 58 degrees 30 minutes 26 seconds West 100.0 feet, thence South 36 degrees 07 minutes 28 seconds West 1045.3 feet, thence North 82 degrees 36 minutes 14 seconds East 211.6 feet, on the property line between Crown Zellerbach Corporation and Harvey C. and Jack E. Womack, being the line bounding the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5, T14N, R1W, and the Northwest Quarter of Southeast Quarter of Section 5, T14N-R1W to the point of beginning of Tract (C), containing 4.08 acres, more or less, in Jackson Parish, Louisiana.

(D) That portion of the Southwest Quarter of the Northeast Quarter of Section 5, Township 14 North, Range 1 West, lying and being situated above the 200 feet MSL Contour Line, containing 25.47 acres, more or less.

65601-88-1

Oil, Gas & Mineral Lease from Crown Zellerbach Corporation as Lessor, to Hunt Petroleum Corporation, as Lessee, recorded in Conveyance Book 150, Page 587 of the records of Jackson Parish; said lease covers

(A) Commencing at the SW Corner of Section 5, Township 14 North Range 1 West, thence North 82 degrees 41 minutes 14 seconds East 1415.2 feet on the property line between Crown Zellerbach Corporation and Olinkraft, Inc., being the section line between Section 5 and Section 8 both in T14N-R1W, thence North 50 degrees 40 minutes 22 seconds East 2302.8 feet, thence South 82 degrees 38 minutes 14 seconds West 885.1 feet on the property line between Crown Zellerbach Corporation and Harvey C. and Jack E. Womack, being the line bounding the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West, and the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West, thence North 08 degrees 53 minutes 46 seconds West 611.6 feet on the property line between Crown Zellerbach Corporation and Harvey C. Womack and Jack E. Womack, being the line bounding the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West, and the Northwest Quarter of the Southeast Quarter of Section 5, Township 14 North, Range 1 West, thence South 50 degrees 40 minutes 22 seconds West 2967.3 feet, thence North 39 degrees 19 minutes 38 seconds West 120.0 feet, thence South 50 degrees 40 minutes 22 seconds West 106.5 feet, thence South 07 degrees 28 minutes 46 seconds East 305.8 feet on the property line between Crown Zellerbach Corporation and Olinkraft, Inc., being the section line

between Section 5 and Section 6, both in T14N-R1W to the point of beginning, containing 51.91 acres, more or less, in Jackson Parish, Louisiana.

(B) Commencing at the NE Corner of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, T14N, R1W, thence South 82 degrees 38 minutes 14 seconds West 512.2 feet on the property line between Crown Zellerbach Corporation and Harvey C. and Jack E. Womack, being the line bounding the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West and the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West thence South 27 degrees 0 minutes 25 seconds East 1422.1 feet, thence North 82 degrees 36 minutes 14 seconds East 70.0 feet on the property line between Crown Zellerbach Corporation and Olinkraft, Inc., being the line bounding Section 5 and Section 8 both in T14N-R1W to the NE Corner of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 8, T14N-R1W, thence South 08 degrees 53 minutes 46 seconds East 450.0 feet on the property line between Crown Zellerbach Corporation and Olinkraft, Inc., being the line bounding the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 8, T14N-R1W and the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 8, T14N-R1W, thence North 72degrees 06 minutes 14 seconds East 460.0 feet, thence North 14 degrees 16 minutes 22 seconds West 1717.5 feet, thence South 82 degrees 38 minutes 14 seconds West 291.5 feet on the property line between Crown Zellerbach Corporation and Mrs. W. L. Womack, being the line bounding the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, T14N-R1W and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, T14N-R1W to the point of beginning of Tract (B), containing 24.03 acres, more or less, in Jackson Parish, Louisiana.

(C) Commencing at the SW Corner of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West, thence North 82 degrees 36 minutes 14 seconds East 150.0 feet on the property line between Crown Zellerbach Corporation and Mrs. W. L. Womack, being the line bounding SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5, T14N, R1W and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5 T14N, R1W, thence North 24 degrees 41 minutes 59 seconds East 820.7 feet, thence North 58 degrees 30 minutes 26 seconds West 100.0 feet, thence South 36 degrees 07 minutes 28 seconds West 1045.3 feet, thence North 82 degrees 36 minutes 14 seconds East 211.6 feet, on the property line between Crown Zellerbach Corporation and Harvey C. and Jack E. Womack, being the line bounding the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5, T14N, R1W, and the Northwest Quarter of Southeast Quarter of Section 5, T14N-R1W to the point of beginning of Tract (C), containing 4.08 acres, more or less, in Jackson Parish, Louisiana.

(D) That portion of the Southwest Quarter of the Northeast Quarter of Section 5, Township 14 North, Range 1 West, lying and being situated above the 200 feet MSL Contour Line, containing 25.47 acres, more or less.

NET	
REVENUE	INTEREST
<u>PAYOUT</u>	
Before	After
2807212	.1632336
WOMACK #1	
(Sec 32, T15N-R1W)	

- 65601-78-2 Oil Gas and Mineral Lease dated September 1, 1972, from Lois Oliver, the widow of William B. Oliver, Brooks Oliver Mamaker, Florence Oliver Kirby, Lois Oliver Adams and Murphy Oliver, as Lessors to Thomas A. Durham, husband of Beverly Bain Durham, as Lessees, recorded in Oil and Gas Lease Book 48, Pages 405 & 446 of the Records of Jackson Parish, Louisiana; said lease covers the Southeast Quarter of the Northwest Quarter of Sec. 32, Township 15 North, Range 1 West, Jackson Parish, Louisiana.
- 65601-81-1 Oil, Gas & Mineral Lease dated August 24, 1972, from L. C. Fwling husband of Louise Ewing, as Lessor, to Thomas A. Durham, husband of Beverly Bain Durham, as Lessee, recorded in Oil & Gas Lease Book 48, Page 470 of the Records of Jackson Parish, Louisiana; said lease covers the South Half of the Northwest Quarter of the Northwest Quarter, the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter, Section 32, Township 15 North, Range 1 West, Jackson Parish, Louisiana.
- 65601-83-1 Oil, Gas and Mineral Lease dated August 22, 1972, from William D. Smith, husband of Oma Smith, as Lessor, to Thomas A. Durham, husband of Beverly Bain Durham, as Lessee, recorded in Oil and Gas Lease Book 48, Page 483 of the Records of Jackson Parish, Louisiana; said lease covers the North Half of the Northwest Quarter of the Northeast Quarter of Section 32, Township 15 North, Range 1 West, Jackson Parish, Louisiana.
- 65601-84-1 Oil, Gas and Mineral Lease dated August 22, 1972, from A. A. Smith, husband of Gladys Womack Smith, as Lessor, to Thomas A. Durham, as Lessee, recorded in Oil and Gas Lease Book 48, Page 407 of the Records of Jackson Parish, Louisiana; said lease covers the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter, Less and Except therefrom a four acre tract situated in the Northeast Corner of the Northwest Quarter of the Northeast Quarter, described with particularity in Conveyance Book 114, Page 292 of the Records of Jackson Parish, Louisiana, situated in Section 32, Township 15 North, Range 1 West, Jackson Parish, Louisiana.
- 65601-89-1 Oil, Gas and Mineral Lease dated January 9, 1976, from W. L. Browder as Lessor, to Crown Zellerbach Corporation, as Lessee, recorded in Oil & Gas Lease Book 56, Page 546 of the Records of Jackson Parish; said lease covers A four acre tract situated in the Northeast corner of the Northwest Quarter of the Northeast Quarter described as beginning at the Northeast Corner of the Northwest Quarter of the Northeast Quarter and go thence South 139 yards; go thence West 139 yards; go thence North 139 yards; go thence East 139 yards to the point of beginning, Section 32, Township 15 North, Range 1 West, in Jackson Parish, Louisiana.

- 65601-74-1 Oil, Gas and Mineral Lease dated August 23, 1972 from Docia Womack, widow of W. O. Womack; W. C. Womack, husband of Mary Bagwell; Gladys Womack Smith and Marie Womack Walker, as Lessors, to Thomas A. Durham, husband of Beverly Bain Durham, recorded in Oil & Gas Lease Book 48, Page 425 of the Records of Jackson Parish; said lease covers the Northeast Quarter of the Northeast Quarter and the North 15.22 acres of the Southeast Quarter of the Northwest Quarter of Section 32, Township 15 North, Range 1 West, Jackson Parish, Louisiana.
- 65601-75 Oil, Gas and Mineral Lease dated August 29, 1972, from Parilee Womack and Hazel Brooks Womack, as Lessors, to Thomas A. Durham, husband of Beverly Bain Durham, as Lessee, recorded in Oil & Gas Lease Book 48, Page 521 of the records of Jackson Parish, Louisiana; said lease covers the South 24.78 acres of the Southeast Quarter of the Northeast Quarter of Section 32, Township 15 North, Range 1 West, Jackson Parish, Louisiana.
- 65601-82-1 Oil, Gas and Mineral Lease dated April 23, 1972, from John Thrasher, husband of Lorine Thrasher, as Lessor, to Thomas A. Durham, husband of Beverly Bain Durham, as Lessee, recorded in Oil & Gas Lease Book 48, Page 495 of the Records of Jackson Parish; said lease covers the Southwest Quarter of the Northeast Quarter, the North 3/4ths of the Northwest Quarter of the Southeast Quarter and a tract described as commencing at the Southeast corner of the Southwest Quarter of the Northeast Quarter and go thence South 220 yards; go thence East 154 yards; go thence North 220 yards; thence West 154 yards to the point of beginning. ALSO, a tract described as beginning 120 yards South of the Northwest corner of the Northeast Quarter of the Southeast Quarter and go thence South 110 yards; go thence East 110 yards; thence North 110 yards; thence West 110 yards to the point of beginning, all in Section 32, Township 15 North, Range 1 West, Jackson Parish, Louisiana.
- 65601-85-1 Oil, Gas and Mineral Lease dated August 23, 1972, from Roby Thrasher Carson, the wife of Melvin Carson, as Lessor, to Thomas A. Durham, as Lessee, recorded in Oil and Gas Lease Book 48, Page 491 of the records of Jackson Parish; said lease covers a tract described as beginning at the Northwest Corner of the Northeast Quarter of the Southeast Quarter and go thence East 462 feet for the point of beginning; continue thence East 858 feet; go thence South 1,320 feet; go thence West 990 feet; go thence North 660 feet; go thence East 132 feet; go thence North 660 feet to the point of beginning, all situated in the Northeast quarter of the Southeast Quarter of Section 32, Township 15 North, Range 1 West, Jackson Parish, Louisiana.
- 65601-80-1 Oil, Gas and Mineral Lease dated August 24, 1972, from J. E. Avery, the husband of Margarite Avery, as Lessor, to Thomas A. Durham, as Lessee, husband of Beverly Bain Durham, as Lessor, recorded in Oil and Gas Book 48, Page 466 of the Records of Jackson Parish, said lease covers the Southeast Quarter of the Southeast Quarter, Less and except therefrom a tract described as beginning at the Northwest Corner of the Southeast Quarter of the Southeast Quarter and go thence East 277 feet; go thence South 785 feet; go thence West 277 feet; go thence North 785 feet to the point of beginning, Section 32, Township 15 North, Range 1 West, Jackson Parish, Louisiana.
- 65601-86-1 Oil, Gas and Mineral Lease dated September 22, 1972, from Weymon A. Womack, husband of Mildred Womack; Hayward G. Womack, husband of Alice Womack; Maxine Womack Pardue, wife of Hal Pardue; G. D. Womack, husband of Evelyn Womack, Verna Womack Bivens, wife of D. Bivens, as Lessor, to Thomas A. Durham, husband of Beverly Bain Durham, as Lessee, recorded in Oil & Gas Lease Book 48, Page 381 of the Records of Jackson Parish; said lease covers the Southwest Quarter of the Southwest Quarter, the East Half of the Southwest Quarter, the Southwest Quarter of the Southeast Quarter, ten acres on the side of the Northwest Quarter of the Southeast Quarter, the West six acres of the Southeast Quarter of the Southeast Quarter and two acres situated in the Southwest corner of the Northeast Quarter of the Southeast Quarter, Section 32, Township 15 North, Range 1 West, Jackson Parish, Louisiana.

NET
REVENUE INTEREST

PAYOUT

Before	After
.3794880	.3611699

(Sec 1 T14N-R2W)
B. F. TURNER

- 65618-3-1 Oil, Gas & Mineral Lease dated December 20, 1974, from B. F. Turner, husband of Lucille Richards as Lessors, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Book 54, Page 686 of the records of Jackson Parish Louisiana; said lease covering the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 36, Township 15 North, Range 2 West; N $\frac{1}{2}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, and NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1, Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-7-1 Oil, Gas & Mineral Lease dated December 19, 1974, from Charlene Culpepper, wife of Lamar Culpepper, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Oil & Gas Book 54, Page 614 of Jackson Parish, Louisiana; said lease covering the NW/cNW/ $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 1 and NW/cNE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 2 both in Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-7-2 Oil, Gas and Mineral Lease dated January 10, 1975, from Willis Odell Wyatt Davis, wife of Henry Davis as Lessor, to Justiss-Mears Oil Co., Inc., as Lessee recorded in Oil & Gas Book 54, Page 618 in Jackson Parish, Louisiana; said lease covering the NW/cNW/ $\frac{1}{2}$ NW/ $\frac{1}{4}$ in Section 1 and NW/cNE $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 2. both in Township 14 North, Range 2 West, Jackson Parish, Louisiana.
- 65618-7-3 Oil, Gas & Mineral Lease dated January 2, 1975, from Blanche Wyatt Walsworth, wife of Clarence Walsworth, Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Oil & Gas Book 54, Page 622, Jackson Parish, Louisiana; said lease covering the NW/cNW/ $\frac{1}{2}$ NW/ $\frac{1}{4}$ Section 1 & NW/cNE/ $\frac{1}{4}$ SE/ $\frac{1}{4}$ in Section 2 both in Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-7-4 Oil, Gas & Mineral Lease dated January 2, 1975, from Connie Lee Wyatt Watts, Lorane Wyatt Smith, Scott Wyatt, Surlena Gregory, Lucile Loe, & Jessie Ketz, as Lessors, and Justiss-Mears Oil Company, Inc., as Lessee, recorded in the Oil & Gas Book 54, Page 626, Jackson Parish, Louisiana; said lease covering NW/cNW/ $\frac{1}{2}$ NW/ $\frac{1}{4}$ of Section 1 and NW/cNE/ $\frac{1}{4}$ SE/ $\frac{1}{4}$ of Section 2 both in Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-8-1 Oil, Gas & Mineral Lease dated January 15, 1975, from Bettie Jo T. Klotz, wife of Frank E. Klotz, Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Oil & Gas Book 54, Page 646, of Jackson Parish, Louisiana; said lease covering S $\frac{1}{2}$ SW $\frac{1}{4}$ & S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1 and NE/ $\frac{1}{4}$ SE/ $\frac{1}{4}$ lying East of the creek both in Township 14 North, Range 2, West, Jackson Parish, Louisiana.
- 65618-8-2 Oil, Gas & Mineral Lease dated January 15, 1975, from Bonnie Mae T. Knight, wife of Clyde L. Knight, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 54, Page 650 in Jackson Parish, Louisiana; said lease covering S/ $\frac{1}{2}$ SW/ $\frac{1}{4}$ & S/ $\frac{1}{2}$ NE/ $\frac{1}{4}$ SW/ $\frac{1}{4}$ in Section 1 and NE/ $\frac{1}{4}$ SE/ $\frac{1}{4}$ lying East of the creek in Section 2 both in Township 14 North, Range 2 West in Jackson Parish, Louisiana.

- 65618-9-1 Oil, Gas & Mineral Lease dated January 2, 1976, from Donald A. Wyatt, husband of Peggy Wyatt, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 56, Page 367 in Jackson Parish, Louisiana; said lease covering SW $\frac{1}{4}$ SE $\frac{1}{4}$ & SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying West of the Pine Bluff Road in Section 1, and SE $\frac{1}{4}$ NW $\frac{1}{4}$ (less one acre in NW $\frac{1}{4}$), E $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying South of road and SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, all in Township 14 North, Range 2 West, Jackson Parish, Louisiana.
- 65618-9-2 Oil, Gas & Mineral Lease dated December 20, 1975, from Audie J. Wyatt, Jr.; Henry D. Wyatt; Christine Wyatt Pardue, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 56, Page 356 of Jackson Parish, Louisiana; said lease covering SW $\frac{1}{4}$ SE $\frac{1}{4}$ & SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying West of the Pine Bluff Road in Section 1 and SE $\frac{1}{4}$ NW $\frac{1}{4}$ (less one acre in NW $\frac{1}{4}$). E $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying south of road and SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, all in Township 14 North, Range 2 West, Jackson Parish, Louisiana.
- 65618-9-2 Oil, Gas and Mineral Lease dated December 21, 1975, from Jeweldine W. Busbice, married to C. A. Busbice, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded Oil & Gas Book 56, Page 362 in Jackson Parish, Louisiana; said lease covering SW $\frac{1}{4}$ SE $\frac{1}{4}$ & SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying west of the Pine Bluff Road in Section 1 and SE $\frac{1}{4}$ NW $\frac{1}{4}$ (less one acre in the NW $\frac{1}{4}$), E $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying south of road, & SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12 all in Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-9-3 Oil, Gas & Mineral Lease dated December 20, 1975, from Elaine W. Miller, Jr. married to Joseph Miller, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 56, Page 431 in Jackson Parish, Louisiana; said lease covering SW $\frac{1}{4}$ SE $\frac{1}{4}$ & SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying west of the Pine Bluff Road in Section 1 and SE $\frac{1}{4}$ NW $\frac{1}{4}$ (less one acre in NW $\frac{1}{4}$) E $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying south of road; & SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12 all in Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-10-1 Oil, Gas & Mineral Lease dated December 30, 1975 from Leon Kidd, husband of Jessie Mae McQuire, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 56, Page 441 in Jackson Parish Louisiana; said lease covering NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 1 Township 14 North, Range 2 West, Jackson Parish, Louisiana.
- 65618-10-2 Oil, Gas, & Mineral Lease dated July 15, 1976 from Cassie Frits, et al, Heirs of Rob Hall, Lessor, to Hunt Petroleum Corporation, Lessee, recorded in Oil & Gas Book 58, Page 680 in Jackson Parish Louisiana; said lease covering NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1 Township 14 North, Range 2 West, Jackson Parish, Louisiana.
- 65618-10-3 Oil, Gas & Mineral Lease dated July 15, 1976, from Willie Howard et al, Heirs of Rob Hall, Lessor, to Hunt Petroleum Corporation, Lessee, recorded in Oil & Gas Book 58, Page 643 in Jackson Parish, Louisiana; said lease covering NE $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 1 Township 14 North, Range 2 West, Jackson Parish, Louisiana.
- 65618-10-4 Co-Lessor's Agreement dated July 15, 1976, from John Henry Henderson, Heirs of Rob Hall, co-lessor, to Hunt Petroleum Corporation, Lessee, recorded in Conv. Book No. 164, Page 134 in Jackson Parish, Louisiana; said lease covering NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1 Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-10-5 Co-Lessor's Agreement dated July 15, 1976, from Henry Washington, Heirs of Rob Hall, co-lessor, to Hunt Petroleum Corp., Lessee recorded in Conv. 164, Page 136 in Jackson Parish, Louisiana; said lease covering NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 1, Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-10-6 Co-Lessor's Agreement dated July 15, 1976, from Green McGuire, husband of Mary McKewer, lessor, to Hunt Petroleum Corporation, lessee, recorded in Conv. Book 164, Page 138 in Jackson Parish, Louisiana; said lease covering NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 1 Township 14 North, Range 2 West, Jackson Parish, Louisiana.

- 65618-10-7 Co-Lessor's Agreement dated July 15, 1976, from Bonnie Mae Brown, widow of James Brown, Heir of Rob Hall, Lessor, to Hunt Petroleum Corporation, lessee, recorded July 15, 1976 in Conv. 158, Page 330 in Jackson Parish, Louisiana; said lease covering NE $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 1, Township 14 North, Range 2 West, Jackson Parish, Louisiana.
- 65618-10-8 Co-Lessor's Agreement dated July 15, 1976, from Oscar James Allen Gary, Heir of Rob Hall, lessor, to Hunt Petroleum Corporation, lessee, recorded in Conv. Book 158, Page 139. in Jackson Parish, Louisiana; said lease covering NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1, Township 14 North, Range 2 West, Jackson Parish, Louisiana.
- 65618-10-9 Co-Lessor's Agreement dated July 15, 1976, from Charley James Allen, husband of Lule J. Ferral, heir of Rob Hall, lessor, to Hunt Petroleum Corporation, lessee, recorded in Conv. Book 158, Page 327 in Jackson Parish, Louisiana; said lease covering NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 1, Township 14 North Range 2 West, Jackson Parish, Louisiana.
- 65618-10-10 Co-Lessor's Agreement dated July 15, 1976, from J. B. Allen, heir of Rob Hall, lessor, to Hunt Petroleum Corporation, lessee, recorded July 15, 1976, in Conv. Book 158, Page 328 in Jackson Parish, Louisiana; said lease covering NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1, Township 14 North, Range 2 West, Jackson Parish, Louisiana
- 65618-9-4 Oil, Gas and Mineral Lease dated March 11, 1978 from Clarence E. Washington, as Lessor, to Hunt Petroleum Corporation, as Lessee, recorded in Oil and Gas Lease Book 74, Page 91 of Jackson Parish, Louisiana; said lease covers:
- Tract 1: Section 12 SE $\frac{1}{4}$ of SE $\frac{1}{4}$
- Tract 2: Section 12 One acre situated in the Northwest corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and two acres lying South of the Old Pine Bluff Road, situated in the Southeast portion of the W/2 of NE $\frac{1}{4}$ of NW $\frac{1}{4}$.
- Tract 3: Section 1 NE $\frac{1}{4}$ of SE $\frac{1}{4}$
- All being located in Township 14 North, Range 2 West of Jackson Parish, Louisiana.

NET REVENUE INTEREST PAYOUT	
Before	After
.3728817	.2796867

(Sec 6 T14N-R1W)
OLINKRAFT # 2

- 65618-36-1 Oil & Gas Lease dated December 6, 1977, from Whitney National Bank of New Orleans, Lessor, to Hunt Petroleum Corporation, Lessee, recorded in Oil & Gas Book 64, Page 444 in Jackson Parish, Louisiana; said lease covering SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 6 Township 14 North, Range 1 West in Jackson Parish, Louisiana.
- 65618-36-2 Oil & Gas Lease dated October 19, 1977, from Olinfract, Inc., Lessor, to Hunt Petroleum Corporation, Lessee, recorded in Oil & Gas Book 64, Page 674 in Jackson Parish, Louisiana; said lease covering SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, & SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6 in Township 14 North, Range 1 West in Jackson Parish, Louisiana.
- 65618-37-1 Oil & Gas Lease dated January 11, 1978, from Crown Zellerbach Corp., Lessor, to Hunt Petroleum Corporation, Lessee, recorded in Oil & Gas Book 67, Page 626 in Jackson Parish, Louisiana; said lease covering N $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 6 Township 14 North, Range 1 West in Jackson Parish, Louisiana.

NET
REVENUE INTEREST

.7429969

(Sec 36 T15N-R2W)
OLINKRAFT H-1

- 65618-2-1 Oil, Gas & Mineral Lease dated December 18, 1974, from Scott Wyatt as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Book 54, Page 594 of the records of Jackson Parish, Louisiana; said lease covering the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36 Township 15 North, Range 2 West; and the S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$; E $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35 Township 15 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-3-1 Oil, Gas & Mineral Lease dated December 20, 1974, from E. F. Turner, husband of Lucille Richards, as Lessors, to Justiss-Mears Oil Company Inc., as Lessee, recorded in Book 54, Page 686 records of Jackson Parish, Louisiana; said lease covering the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 36 Township 15 North, Range 2 West; NE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, and NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1 Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-4-1 Oil and Gas Lease dated October 15, 1975, from Whitney National Bank of New Orleans, as Lessor, and Justiss-Mears Oil Company, Inc., as Lessee, recorded in Oil & Gas Book 55, Page 840 of records in Jackson Parish, Louisiana; said lease covering the SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ & NE $\frac{1}{4}$ NW $\frac{1}{4}$ less 17.25 acres in the NW $\frac{1}{4}$ thereof in Section 36 Township 15 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-4-2 Oil & Gas Lease dated February 10, 1976 from Olinkraft, Inc., as Lessors, to Hunt Petroleum Corporation, as Lessee, recorded in Oil & Gas Book 59, Page 639, records of Jackson Parish, Louisiana; said lease covering the SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, less 17 acres more or less in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 36, Township 15 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-5-1 Oil & Gas Lease dated November 17, 1976, from Crown Zellerbach, as Lessors, to Hunt Petroleum Company, as Lessee, recorded in Oil & Gas Book 60, Page 635 records of Jackson Parish, Louisiana; said lease covering the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36 Township 15 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-6-1 Oil & Gas Lease dated February 10, 1976, from The Continental Group, Inc., as Lessor, to Hunt Petroleum Corporation, as Lessee, recorded in Oil & Gas Book 60, Page 227 records of Jackson Parish, Louisiana; said lease covering the NE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36, Township 15 North, Range 2 West in Jackson Parish, Louisiana.

NET
REVENUE INTEREST
PAYOUT
Before After
.3818359 .3515626

(Sec 2 T14N-R2W)
H.S. SMITH # 1

- 65618-1-1 Oil, Gas & Mineral lease dated May 29, 1972, from Connie Lee Wyatt Watts and husband, John A. Watts, as Lessors, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Book 48, Page 679 of records in Jackson Parish, Louisiana; said lease covering SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2, Township 14 North, Range 2 West; and E $\frac{1}{2}$ NE $\frac{1}{4}$ Section 35, W $\frac{1}{2}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$ and a square block of land in the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ NW $\frac{1}{4}$ in Section 36; SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 25; all in Township 15 North, Range 2 West and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27; NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34, Township 15 North, Range 2, West, all in Jackson Parish, Louisiana.
- 65618-7-1 Oil, Gas & Mineral lease dated December 19, 1974, from Charlene Culpepper, wife of Lamar Culpepper, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Oil & Gas Book 54, Page 614, in Jackson Parish, Louisiana; said lease covering: NW/cNW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 1 and NW/cNE $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 2 both in Township 14 North, Range 2 West, Jackson Parish, Louisiana.
- 65618-7-2 Oil, Gas and Mineral lease dated January 10, 1975, from Willis Odell Wyatt Davis, wife of Henry Davis, as Lessor, to Justiss-Mears Oil Company, Inc., as lessee, recorded in Book 54, Page 618 in Jackson Parish, Louisiana; said lease covering: NW/cNW $\frac{1}{4}$ NW $\frac{1}{4}$ in Section 1; NW/cNE $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 2, both in Township 14 North, Range 2 West Jackson Parish, Louisiana.
- 65618-7-3 Oil, Gas & Mineral lease dated January 2, 1975, from Blanche Wyatt Walsworth, wife of Clarence Walsworth, Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in the Oil and Gas Book 54, Page 622, Jackson Parish, Louisiana; said lease covering; NW/cNW $\frac{1}{4}$ NW $\frac{1}{4}$ in Section 1 and NW/cNE $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 2, both in Township 14 North Range 2 West in Jackson Parish, Louisiana.
- 65618-7-4 Oil, Gas & Mineral lease dated January 2, 1975, from Connie Lee Wyatt Watts, Lorene Wyatt Smith, Scott Wyatt, Surlena Gregory, Lucile Loe & Jessie Ketz, as Lessors, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in the Oil and Gas Book 54, Page 626, Jackson Parish Louisiana; said lease covering NW/cNW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 1 and NW/cNE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2, both in Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-8-1 Oil, Gas & Mineral Lease dated January 15, 1975 from Bettie Jo T. Klotz, wife of Frank E. Klotz Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in the Oil & Gas Book 54, Page 646 in Jackson Parish, Louisiana; said lease covering S $\frac{1}{2}$ SW $\frac{1}{4}$ & S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1 and NE $\frac{1}{4}$ SE $\frac{1}{4}$ lying East of the creek both in Township 14 North, Range 2 West in Jackson Parish, Louisiana.

- 65618-8-1 Oil, Gas, & Mineral Lease dated January 15, 1975, from Bonnie Mae T. Knight, wife of Clyde L. Knight, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 54, Page 650 in Jackson Parish, Louisiana; said lease covering S $\frac{1}{2}$ SW $\frac{1}{4}$ & S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ in Section 1 and NE $\frac{1}{4}$ SE $\frac{1}{4}$ lying East of creek in Section 2, both in Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-12-1 Oil, Gas & Mineral Lease dated December 19th, 1974, from B. W. Stone & Inez Stone, Lessors, to Justiss-Mears Oil Company, Inc., Lessees, recorded in Oil & Gas Book 54, Page 602 in Jackson Parish, Louisiana; said lease covering: SW $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 2, Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-13-1 Oil, Gas & Mineral Lease dated December 18, 1974, from J.E. Stevenson, husband of Grace W. Stevenson now deceased, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 54, Page 606 in Jackson Parish, Louisiana; said lease covering SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2, Township 14, Range 2 West, Jackson Parish, Louisiana.
- 65618-13-2 Oil, Gas and Mineral Lease dated December 18, 1974, from Charline Culpepper, wife of Lamar Culpepper, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 54, Page 610, in Jackson Parish, Louisiana; said lease covering: SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 2, Township 14 North, Range 2 West, Jackson Parish, Louisiana.
- 65618-14-1 Oil, Gas and Mineral Lease dated January 10, 1975, from Willie O. Wyatt Davis, wife of Henry Davis, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 54, Page 630 in Jackson Parish, Louisiana; said lease covering: SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 2, Township 14 North, Range 2 West, Jackson Parish, Louisiana.
- 65618-17-1 Oil, Gas & Mineral Lease dated January 10, 1975, from Blanche Wyatt Walsworth, wife of Clarence Walsworth, Lessor, to Justiss-Mears Oil Company, Inc., Lessee recorded in Oil & Gas Book 54, Page 642, in Jackson Parish, Louisiana; said lease covering: NW $\frac{1}{4}$ NE $\frac{1}{4}$ in Section 2, Township 14 North, Range 2 West, Jackson Parish, Louisiana.
- 65618-21-1 Oil, Gas & Mineral Lease dated December 18, 1974, from Mrs. Lucille Wyatt Loe, wife of Lloyd Loe, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 54, Page 666, in Jackson Parish, Louisiana; said lease covering NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2 in Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-24-1 Oil, Gas and Minerals Lease dated January 14, 1975, from Loya Stone, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 54, Page 678 in Jackson Parish, Louisiana; said lease covering S $\frac{1}{2}$ SW $\frac{1}{4}$ in Section 2 and SE $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 3, both in Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-26-1 Oil, Gas & Mineral Lease dated February 3, 1975, from Surlene Gregory, wife of John Gregory, Lessor, to Justiss-Mears Company, Inc., Lessee, recorded in Oil & Gas Book 54, Page 691 in Jackson Parish, Louisiana; said lease covering NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2 in Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-35 Oil, Gas & Mineral Lease dated July 13, 1977, from John Thrasher, husband of Lorine Cathey Thrasher, Lessor, to Hunt Energy Corporation recorded in Oil & Gas Book 64, Page 84 in Jackson Parish, Louisiana; said lease covering SE $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 2, Township 14 North, Range 2 West in Jackson Parish, Louisiana.



JENKINS & GILCHRIST

ATTORNEYS

2200 FIRST NATIONAL BANK BUILDING

DALLAS, TEXAS 75202

TELEPHONE 214-853-4500

TW 910-864047

TELEX 73-2595

TELECOPIER 651-4300

DIRECT DIAL

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WILLIAM P. BOWERS
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T. LEE WILKINS

August 13, 1980

Mr. John L. Rankin
U. S. Department of Interior
Bureau of Land Management
Outer Continental Shelf Office
Hale Boggs Federal Building
Suite 841, 500 Camp Street
New Orleans, Louisiana 70130

Attn: Ms. Lannelle Boehm

Re: Leases OCS-G 2923, 3170, 1997, and 0437

Dear Mr. Rankin:

By Act of Collateral Chattel Mortgage, Collateral Mortgage, Pledge and Assignment of Production, Hassie Hunt Exploration Company mortgaged all of its interest in the properties described below and assigned all the production attributable thereto:

(1) Oil and gas lease, serial number OCS-G 2923, from the United States of America, as Lessor, to Ashland Oil, Inc., et al, as Lessee, effective as of December 1, 1974, affecting the following area:

N/2, SE/4 of Block 291, Ship Shoal Area - South Addition, OCS Official Leasing Map, Louisiana Map No. 5A containing 3750 acres.

(2) Oil and gas lease, serial number OCS-G 3170, from the United States of America, as Lessor, to Ashland Oil, Inc., et al, as Lessee, effective as of July 1, 1975, affecting the following area:

All of Block 290, Ship Shoal Area - South Addition, as shown on OCS Official Leasing Map, Louisiana Map No. 5A, containing 5000 acres.

NEW ORLEANS OCS

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OCS
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JENKENS & GILCHRIST

Mr. John L. Rankin
August 13, 1980
Page Two

(3) Oil and gas lease, serial number OCS-G 1997, from the United States of America, as Lessor, to Texas Ocean Oil, Inc., et al, as Lessee, effective as of January 1, 1971, affecting the following area:

All of Block 171, West Cameron Area, Official Leasing Map, Louisiana Map No. 1.

(4) Oil and gas lease, serial number OCS-G 0437, from the United States of America, as Lessor, to Roy Lee, as Lessee, effective as of January 1, 1955, affecting the following area:

All of Block 199, Eugene Island Area, Official Leasing Map, Louisiana Map No. 4, containing 5000 acres.

In order that third parties will be put on notice as to the execution and efficacy of the above mentioned Collateral Mortgage and Assignment of Production, please file the enclosed fully executed copy of the above mentioned instrument in the files in your office relating to Leases OCS-G 2923, 3170, 1997, and 0437. Also, by your signature in the space provided on the enclosed copy of this letter, please acknowledge that the same has been accomplished pursuant to this request. Thereafter, please return such copy of this letter as directed by you to the undersigned in the self-addressed and stamped envelope provided.

Also enclosed please find a check for the amount of \$100 to cover filing fees relating to this filing.

Thank you for your cooperation.

Sincerely,




Kim L. Lawrence

KLL:vl
Enclosures

Filed and Accomplished as requested.

for



John L. Rankin
Outer Continental Shelf Office
Bureau of Land Management

September 17, 1980

Date

RECEIVED
SEP 17 1980
BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C.

COLLATERAL CHATTEL MORTGAGE,
COLLATERAL MORTGAGE, PLEDGE AND ASSIGNMENT
OF PRODUCTION

BE IT KNOWN, that on this 21 day of August, 1980, before me the undersigned authority, a Notary Public in and for the County of Dallas, State of Texas, and in the presence of witnesses hereto subscribed, personally came and appeared Hassie Hunt Exploration Company, a corporation incorporated under the laws of the State of Delaware, whose principal place of business is situated at 1401 Elm Street, 2500 First National Bank Building, Dallas, Texas 75202 (hereinafter referred to as "Owner"), said Owner declared and acknowledged unto me, said Notary, and in the presence of said witnesses, that Owner desires to obtain funds from any person, firm or corporation willing to loan same and that it is desirous of securing the performance of any obligation it has previously incurred; and for such purposes, Owner does by these presents declare and acknowledge an indebtedness in the sum of \$50,000,000 and to evidence such indebtedness has executed one certain collateral mortgage note for the sum of \$50,000,000 of even date herewith, made payable to Bearer, due on demand at the principal banking offices of FIRST NATIONAL BANK IN DALLAS, which note stipulates to bear interest at the rate of 18% per annum from date thereof until paid, and 10% attorney's fees (hereinafter referred to as the "Note"), which Note (an unexecuted copy of which is attached hereto and made a part hereof and identified as Exhibit "A" hereto) after having been paraphed "Ne Varietur" by me, said Notary Public, for identification with this Act of Collateral Chattel Mortgage, Collateral Mortgage, Pledge and Assignment of Production (herein referred to as the "Mortgage"), was delivered to Owner who hereby acknowledges receipt thereof, and Owner further declared that the Note

would be negotiated for the purpose of raising funds and securing previously incurred obligations, as heretofore stated, and Owner does hereby acknowledge that it is justly indebted unto any future holder or holders of all or any part of the indebtedness evidenced by the Note in the full amount thereof, together with interest, attorney's fees and collection fees, and all other costs and indebtedness provided for herein, should any accrue (any such future holder or holders of the Note are herein referred to as "Bank," whether one or more).

In the event the Note should be placed in the hands of an attorney, to institute legal proceedings to recover the amount thereof, or any part thereof, in principal or interest, or to protect the interests of the holder thereof, or to compromise or to take any other action with regard thereto, the Owner hereby binds itself to pay the fees of the attorney who may be employed for that purpose, which fees are hereby fixed at ten percent (10%) of the amount then owing thereon and sought to be collected, protected or preserved.

AND NOW, for the purpose of enabling Owner to raise funds from any person, firm or corporation willing to loan same and to secure any obligations previously incurred, and in order to secure the full, due, and punctual payment of all indebtedness evidenced by the Note, and/or any extension or renewal thereof, as well as all costs, taxes, assessments, charges, insurance premiums, attorney's and collection fees, and other costs and indebtedness incurred and paid hereunder, and to secure the faithful observance and performance of all of the obligations, agreements, covenants, and stipulations contained herein and in the Note, the Owner declares that it does by these presents mortgage, affect, pledge and hypothecate

unto Bank, whether the Note be held by Bank as an original obligation or in pledge, the following rights, interests and properties:

- A. The Owner's right, title and interest now owned or hereafter acquired, in and to the oil and gas leases described in Exhibit "B".

(Said interest of Owner collectively referred to as "Owner's Interests," said oil and gas leases collectively referred to as "Leases").

- B. The interest of Owner in, to and arising or derived from, all of the presently existing operating agreements, oil and gas sales, purchase, exchange, and processing contracts and agreements, and all other contracts, agreements, and instruments that relate to the Owner's Interests or to the production of oil, gas, and other hydrocarbons from or a table thereto.

- C. The interest, now or hereafter acquired, of Owner in and to all property and fixtures, including corporeal movables, now or hereafter situated upon or fixed to the Leases, the lands covered thereby, or a unit including all or a part of such lands or the Leases attributable to or dedicated to the exploration of mineral rights covered or affected by the Leases including the participation or inclusion of any of the Leases in any unit or units, or any part thereof, and owned or used in connection with the exploration, development or operation of the Leases or for the production, treating, storing or transportation of oil, gas, or other minerals, including by way of illustration only and not by way of limitation, all platforms, wells, casing, tubing, tanks, tank batteries, separators, rods, pumps, flow lines, water lines, gas lines, machinery, other equipment, pipelines and power lines.

All of the Owner's rights, interests and properties hereinabove described or referred to under headings A, B and C, are hereinafter sometimes collectively referred to as the "Mortgaged Property."

ARTICLE I.

REPRESENTATIONS, WARRANTIES AND COVENANTS

1.1 The Owner represents, warrants and covenants that the Note is a legal, valid and binding obligation of Owner

and the Mortgage is a legal, valid and binding obligation of the Owner, that the Owner's interests in each of the Leases is not less than set forth herein; that the Owner is the lawful owner of the Mortgaged Property, and has good right and authority to mortgage, pledge and hypothecate the same; that the net revenue interest of Owner in the production from the Leases shall not be less than the percentages set forth in Exhibit "B" hereto, that the Leases are valid and subsisting and are in full force and effect; that all royalties due and payable under the Leases, and that all severance and production taxes payable by Owner have been paid; that all producing wells located on the Leases have been drilled, operated and produced in conformity with all applicable laws and rules, regulations and orders of all regulatory authorities having jurisdiction, and are subject to no penalties on account of past production; that none of such wells are deviated from the vertical more than the maximum permitted by applicable laws, rules and regulations; that such wells are in fact bottomed under and are producing from, and the well bores are wholly within, the lands covered by the Leases and that the Owner warrants and will forever defend the title to the Mortgaged Property against the claims of all persons whomsoever claiming or to claim the same or any part thereof.

1.2 So long as the indebtedness secured hereby or any part hereof remains unpaid, Owner, for itself, its successors and assigns, covenants and agrees with Bank as follows:

(a) To pay and discharge promptly, as and when due, and in apt time to prevent and avoid any sale or forfeiture of the Mortgaged Property therefor, all taxes, assessments, forced contributions, local assessments, and governmental charges of every description

which shall, from time to time, be legally imposed, or assessed, or levied by any lawful taxing authority, federal, state or local, upon the Mortgaged Property, or any part thereof, so that the priority of these presents, as herein stipulated for, shall at all times be duly maintained and preserved; provided, however, that Owner shall not be required to pay any such taxes, assessments or charges, so long as the validity, or the amount thereof, shall be contested in good faith by Owner in a court of competent jurisdiction, and so long as such contestation shall remain undetermined; but provided further that, in any such event, the Bank, at its option, and as a condition precedent to any such contest, shall be entitled to demand of Owner, and Owner hereby agrees to furnish, adequate security to protect Bank in the premises. In the event Owner should, for any reason, fail to promptly pay and discharge any such taxes, assessments, forced contributions, local assessments, and government al charges, as and when due, then Bank shall be authorized to pay the same with full subrogation to all rights of the taxing authorities by reason of such payment and the amounts so paid, up to a maximum sum equal to ten percent (10%) of the original principal amount of the Note, which sum shall be secured by the Mortgage, and Owner, its successors and assigns, covenant and agree that within ten (10) days after payment and demand therefor by Bank they shall repay the amounts so paid by Bank as taxes, assessments, etc., together with interest thereon at the rate of 10% per annum from date of such payment until said amount is repaid. In case of default on the part of Owner, its successors and assigns, to repay Bank such amount with interest, as aforesaid, then at the election and option of Bank, anything herein, or in the Note to the contrary notwithstanding, the whole amount of the indebtedness secured hereby, including the amount paid on account of such taxes, assessments, etc., as aforesaid, shall become immediately due and payable, and the Owner covenants and agrees to pay same upon demand. Nothing herein contained shall be construed, however, as making the payment of such taxes, assessments, etc. obligatory upon Bank, or as making it liable for any loss, damage, or injury resulting from the non-payment of said taxes, assessments, etc.;

(b) To promptly pay and discharge all debts, claims and demands of whatever name or nature which might by law be entitled to liens superior in rank to that hereby created; but nothing herein contained shall be construed to require Owner to pay any such debt, claim or demand, so long as the validity or amount thereof shall be contested in good faith in a competent court by Owner and such contestation shall remain undetermined; provided, however, that if Owner elects to contest any such debt, claim or demand, Bank, at its option, and as a condition precedent to such contest, shall be entitled to demand of Owner, and Owner agrees to furnish, security satisfactory to Bank to protect the Bank in the premises;

(c) To furnish to Bank, if Bank shall so request, periodic statements showing that all severance taxes due on production of oil or other minerals attributable to the Owner's Interests have been properly paid;

(d) That Owner will promptly correct any defect error or omission which may be discovered in the contents of this Mortgage or in the execution or acknowledgment thereof, and will execute and deliver any and all additional instruments as may be required to correct such defect, error or omission or to identify any additional properties which are or become subject to this Mortgage;

(e) That Owner will cause the Mortgaged Property to be operated in a good and workmanlike manner in accordance with all applicable laws and rules, regulations and orders promulgated by all duly constituted authorities and in accordance with the provisions of each of the Owner's Interests, and will maintain all of the Mortgaged Property in good operating condition, causing all necessary repairs, renewals, replacements, additions and improvements to be promptly made;

(f) That Owner will observe and comply with all of the terms and provisions, express or implied, of each of the Owner's Interests and all agreements pertaining thereto, and will not amend any agreement relating to the Owner's Interests, so as materially to affect the value of the Mortgaged Property, or terminate any of the agreements, or other instruments, or surrender, abandon, or release any of the Owner's Interests in whole or in part;

(g) That Owner will keep insured such portion of the Mortgaged Property that is of an insurable nature and of a character usually insured by persons operating similar properties, and will keep in force public liability insurance in such amounts and of a character usually carried by persons operating similar properties, with companies of recognized responsibility against loss or damage by fire and from other causes customarily insured against and such policies shall name Bank as the loss payee; and in the event of any loss under any of said policies (other than public liability insurance), Bank shall have the right to collect the same, and all amounts so received shall be applied toward costs, charges and expenses, if any, incurred in the collection thereof, then to the payment of the Note and any other indebtedness secured thereby, and any balance remaining shall be subject to the order of the Owner; provided, however, that Owner, if no Event of Default has occurred and is continuing hereunder or if the Bank consents thereto in writing, may receive all or a portion of said proceeds so collected for the sole purpose of reimbursing Owner for expenditures made in repairing or restoring the damaged property.

ARTICLE II.

ASSIGNMENT AND PLEDGE OF PRODUCTION

2.1 For the purpose of additionally securing the payment of all indebtedness secured hereby, and to facilitate the discharge of all such indebtedness, and as cumulative of

any and all rights and remedies herein provided for, Owner, effective as of August 1, 1980, at 7:00 a.m., C.S.T., hereby transfers, assigns, conveys, pledges, sets over and delivers to Bank one hundred percent (100%) of all oil, gas and other hydrocarbons accruing to or receivable by Owner by virtue of its ownership in the Owner's Interest (such oil, gas and other hydrocarbons hereinafter collectively referred to as "Hydrocarbons") and all proceeds from the Hydrocarbons (after deduction for production and severance taxes applicable thereto). Owner shall immediately cause all Hydrocarbons and proceeds therefrom to be delivered to the credit of the Bank at First National Bank in Dallas, Dallas, Texas. Furthermore, Owner will furnish to Bank the names of all parties purchasing or receiving any Hydrocarbons and the names of all parties having in their possession any Hydrocarbons or proceeds therefrom; and Owner will promptly execute and deliver any and all transfer orders, division orders, and other instruments that may be requested by Bank for the purpose of effectuating the pledge and assignment made hereunder. All parties producing, purchasing, or receiving any Hydrocarbons or having in their possession any Hydrocarbons or proceeds therefrom are hereby authorized and directed to treat and regard Bank as the assignee and transferee of Owner and entitled in its place and stead to receive the Hydrocarbons and the proceeds therefrom and each of them shall be fully protected in so treating and so regarding the Bank as such assignee and shall be under no obligation to see to the application by Bank of any such proceeds received by it.

2.2 Unless and until an Event of Default shall have occurred hereunder, Owner shall be entitled, to the extent permitted by law, to use, consume, sell or otherwise dispose

of the Hydrocarbons and to collect and obtain all such proceeds and to require and enforce the performance of any and all contracts relating to the Hydrocarbons or proceeds, without further consent of or action by Bank; and Bank shall, if the Owner shall so request in writing, deliver to the Owner suitable orders in favor of the Owner or its nominee or nominees for the receipt of such Hydrocarbons and such proceeds and the performance of all acts and things under such contracts. Upon the occurrence of an Event of Default such orders shall be revocable by Bank by written notice to the parties affected thereby.

2.3 Bank is hereby absolved from all liability for failure to enforce collection of the proceeds of the oil, gas and other hydrocarbons so assigned and from all other responsibility in connection therewith, except the responsibility to account to the Owner for funds actually received. Owner agrees to indemnify and hold harmless Bank against any and all liabilities, actions, claims, judgments, costs, charges and attorney's fees incurred by reason of the assertion that the Bank has received, either before or after the payment in full of the indebtedness secured hereby, proceeds of Hydrocarbons claimed by third persons. The Bank shall have the right to defend against any such claims or actions, and employing attorneys of its own selection, and Bank shall have the right to compromise and adjust any such claims, actions and judgments; and in addition to the rights to be indemnified, as herein provided, all amounts paid by Bank in compromise, satisfaction or discharge of any such claim, action or judgment and all court costs, attorney's fees and other expenses of every character incurred by them, limited in the aggregate to twenty-five percent (25%) of the original principal amount of the Note, shall be a demand obligation

owing by Owner to Bank, shall bear interest at the rate of 10% per annum from the date of expenditure until paid, all of which shall constitute a portion of the indebtedness secured by the lien evidenced by this Mortgage.

2.4 Nothing herein contained shall detract from or limit the obligation of Owner to make prompt payment of the Note in accordance with its terms and provisions.

ARTICLE III.

WAIVER AND PARTIAL RELEASE

3.1 Bank may, at any time and from time to time in writing:

(a) waive compliance by Owner with any covenant herein made by Owner to the extent and in the manner specified in such writing; or

(b) consent to Owner's commission of any act which hereunder Owner is prohibited from doing, or to Owner's failure to do any act which hereunder the Owner is required to do, to the extent and in the manner specified in such writing; or

(c) release any part of the Mortgaged Property, or any interest therein, or any proceeds of Hydrocarbons from the lien of this Mortgage.

No such act shall in any way impair the rights of Bank hereunder.

ARTICLE IV.

REMEDIES IN EVENT OF DEFAULT

4.1 The term "Event of Default" as used in this Mortgage shall mean the occurrence of any of the following events:

(a) The Owner shall default in the payment of principal or interest on the Note or on any obligation for which the Note may be pledged as security; or

(b) The Owner shall default in the performance or observance of any term, warranty, covenant, representation, condition or agreement contained herein; or

(c) If the property herein mortgaged, or any portion thereof, be seized in the execution of the writ of executory process, attachment or fieri facias, or of any other legal process; or

(d) The Owner becomes insolvent or makes an assignment for the benefit of creditors; or

(e) A receiver is appointed for all or substantially all of the properties of the Owner or of Owner's interests in any Mortgaged Property; or

(f) The Owner is adjudicated a bankrupt or requests, either by way of petition or answer, to be adjudicated a bankrupt, or for any composition, rearrangement, extension, reorganization or other law for the relief of debtors now or hereafter existing, or a petition is filed by creditors of said party in which it is sought that the party be adjudicated a bankrupt or that there be granted with respect to said party any composition, rearrangement, extension, reorganization, or other relief under any bankruptcy law or under any other law for the relief of debtors now or hereafter existing.

4.2 Upon the occurrence of an Event of Default, at the Bank's option, all indebtedness secured hereby in its entirety shall be immediately due and payable, and the liens evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by law. Furthermore, 100% of the proceeds of the oil, gas and other hydrocarbons assigned herein shall thereafter be applied by Bank until the Note and all other indebtedness of Owner to Bank is paid in full.

4.3 Upon the occurrence of an Event of Default, the Bank is authorized prior to or subsequent to the institution of any foreclosure to enter upon the Mortgaged Property, or any part thereof, and to exercise without interference from Owner any and all rights which Owner has with respect to the management, possession, and operation of the Mortgaged Property. All costs, expenses and liabilities of every character incurred by the Bank or its keeper (as provided in Article 4.7 below) in managing, operating and maintaining such properties, limited in the aggregate to twenty-five

percent (25%) of the original principal of the Note, shall constitute a demand obligation owing by Owner to Bank, shall draw interest from date of expenditure until paid at the rate of 10% per annum, all of which shall constitute a portion of the indebtedness secured by the lien evidenced by the Mortgage.

4.4 Owner, for itself, its successors and assigns, does by these presents agree and stipulate that it shall be lawful for, and Owner hereby authorizes, the Bank, upon the occurrence of an Event of Default, to cause all and singular the Mortgaged Property to be seized and sold by executory process, without appraisalment, either in its entirety or in lots or parcels, as Bank may determine, to the highest bidder for cash or on such terms as the Bank in such proceedings may direct; and Owner, for itself and its successors and assigns, hereby acknowledges the obligations secured hereby whether now existing or to arise hereafter and hereby confesses judgment hereof if the obligations are not paid at maturity.

4.5 To the extent allowed by law, Owner hereby waives: (i) the benefit of appraisalment as provided in Article 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws conferring the same; (ii) the demand and three days delay accorded by Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (iii) the notice of seizure required by Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (iv) the three days delay provided by Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; (v) the benefit of the other provisions of Articles 2331, 2722, and 2723 of the Louisiana Code of Civil Procedure; and (vi) any other articles not specifically mentioned above.

4.6 The proceeds of any sale held by any receiver or public officer in foreclosure of the liens evidenced hereby shall be applied:

First: To the payment of all necessary costs and expenses incident to such foreclosure sale, including, but not limited to, all court costs and charges of every character;

Second: To the payment of the indebtedness secured hereby, first to the unpaid interest thereon, and second, to unpaid principal thereon; and,

Third: The remainder, if any there shall be, shall be paid to Owner, its successors or assigns as their interests may appear.

The Bank shall have the right to become the purchaser at any sale held by any receiver or public officer, and Bank shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the indebtedness secured hereby owing to the Bank or if the Bank holds less than all of such indebtedness the pro rata part thereof owing to the Bank.

4.7 All remedies herein expressly provided for are cumulative of any and all other remedies now existing at law, and the Bank shall, in addition to the remedies herein provided, be entitled to avail itself of all such other remedies as may now or hereafter exist at law for the collection of said indebtedness, the enforcement of the covenants herein, and the foreclosure of the lien evidenced hereby; the resort to any remedy provided for hereunder, or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies. Bank shall have the right to appoint a keeper of the Mortgaged Property pursuant to the terms and provisions of La. R.S. 9:5131 et seq.

4.8 The Bank may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the indebtedness secured hereby, in whole or in part, and in such portions and in such order as may seem best to the said Bank in its sole and controlled discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits, or liens evidenced by this instrument.

4.9 If, while the Mortgage is in effect, the title of Owner, its successors or assigns, to the property herein described or any part thereof, or the priority of the lien of the Mortgage, is questioned or attacked, directly or indirectly, by suit or other judicial proceedings, or in any manner, or if a controversy of any nature arises relative to such title or the priority of such lien, or if after this Mortgage is released, any person shall make a claim or demand against Bank on account of any action or omission of Bank Owner agrees to protect and save harmless Bank from any such costs loss, damage, or claim by reason of such attack, controversy, suit, claim or demand, and Bank is hereby authorized and instructed at the cost and expense of Owner, to take such steps as in the judgment of Bank may be necessary or proper to defend against such claim, demand, controversy, suit or attack, including the employment of counsel and the prosecution and defense of litigation; and the expenses incurred in such proceeding, including all sums paid for attorney's fees, court costs, and all other expenses of every kind and nature, not to exceed 25% of the original principal amount of the Note secured hereby, while this Mortgage remains in effect, shall become an additional part of the debt secured hereby, bearing the rate of interest of 10% per annum, be payable on demand, and be secured by the

lien and privilege of this Mortgage (the same not having been previously released) upon the Mortgaged Property and whether before or after this Mortgage is released. Owner agrees to pay to Bank on demand all such sums and expenses paid and suffered by Bank and that the same shall be secured by subrogation to all the rights, liens, equities, superior title, and benefits held, owned, possessed, and received at any time by any owner or holder of any claim, lien, assessment, charge, or expense so paid. The rights of Bank secured hereby under this paragraph may be availed of by Bank and exercised at any time regardless of whether the indebtedness secured hereby be then due or not; and it is distinctly understood that the release of this Mortgage shall not relieve Owner of its liability to save Bank harmless from any damage suffered by Bank on account of any claim or demand made against it after release of this Mortgage.

4.10 Upon the occurrence of an Event of Default, Owner grants Bank its power of attorney to act for and on behalf of Owner in all transactions with the Bureau of Land Management of the United States Department of the Interior, or with any other agency, department or subdivision of any state or of the United States of America relating to any of the Mortgaged Property. Further upon request of Bank, Owner shall execute and deliver any documents or instruments for the purpose of effectuating the foregoing.

ARTICLE V.

MISCELLANEOUS PROVISIONS

5.1 This act is in all respects to be construed under the laws of the State of Louisiana, including but not limited to La. R.S. 31:197 et seq. as (i) a mortgage, hypothecation,

pledge, and confession of judgment by Owner in favor of Bank, and (ii) as a pledge and assignment of production in favor of Bank, to secure the payment of the principal and interest of the Note and also to secure all attorney's fees, costs, charges, and the performance of all obligations of Owner contained herein and in the Note.

5.2 The parties hereto waive the production of any mortgage, conveyance, and tax certificates and agree to hold the undersigned Notary harmless in the premises.

5.3 The terms, provisions, covenants, and conditions hereof shall be binding upon Owner, its successors and assigns, and shall inure to the benefit of the Bank whether or not expressly provided for herein.

Sam P. Henry hereby accepts this Act of Collateral Chattel Mortgage, Collateral Mortgage, Pledge and Assignment of Production on behalf of Bank.

IN WITNESS WHEREOF, the Owner and Sam P. Henry, have executed this Act of Collateral Chattel Mortgage, Collateral Mortgage, Pledge and Assignment of Production in multiple originals before me, the undersigned Notary Public in and for the County of Dallas, State of Texas, in the presence of the undersigned competent witnesses who have hereunto signed their names with the said Apppearers and me, said Notary Public.

WITNESSES:

HASSIE HUNT EXPLORATION COMPANY,
a Delaware Corporation

Dennis Thierman

By:

James L. Parker
James L. Parker, President

Larry Hargood

WITNESSES:

FIRST NATIONAL BANK IN DALLAS

J. Cey Callahan

By:

Sam P. Henry
Sam P. Henry, Vice President

Kim Gagner

Charlotte B. Tiedt

NOTARY PUBLIC

CHARLOTTE B. TIEDT, Notary Public
in and for Dallas County, Texas
My Commission Expires 2-21-91

FILED
JAN 11 1991
DALLAS, TEXAS

EXHIBIT "A"

COLLATERAL MORTGAGE NOTE

\$50,000,000

Dallas, Texas
_____, 1980

FOR VALUE RECEIVED, on demand, the undersigned, a corporation incorporated under the laws of the State of Delaware promises to pay to Bearer, at the main banking offices of First National Bank in Dallas, Dallas, Texas, the sum of FIFTY MILLION DOLLARS (\$50,000,000), together with interest thereon from the date hereof until paid at a rate of eighteen percent (18%) per annum.

In the event this Note should be placed in the hands of an attorney, to institute legal proceedings to recover the amount hereof, or any part hereof in principal or interest, or to protect the interests of the holder hereof, or to compromise or take any other action with regard thereto, the maker hereby binds itself to pay the fees of the attorney who may be employed for that purpose, which fees are hereby fixed at ten percent (10%) of the amount then owing hereon and sought to be collected, protected or preserved.

The parties hereto hereby waive presentment for payment, demand, notice of non-payment, protest, and all pleas of division and discussion, and agree that the time of payment hereof may be extended from time to time, one or more times, without notice of such extension or extensions and without previous consent, hereby binding themselves in solido, unconditionally and as original promisors, for the payment hereof in principal, interest, costs and attorney's fees. No delay on the part of the holder hereof in exercising any rights hereunder shall operate as a waiver of such rights.

ATTEST:

HASSIE HUNT EXPLORATION COMPANY

Julia Sheerin,
Assistant Secretary

By: _____
James L. Parker,
President

"Ne Varietur"

For identification with an Act of Collateral Chattel Mortgage, Collateral Mortgage, Pledge and Assignment of Production passed before me this ____ day of _____, 1980.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "B"

SCHEDULE OF MORTGAGED PROPERTIES

Attached to and made a part of that certain Collateral Chattel Mortgage, Collateral Mortgage, Pledge and Assignment of Production executed by Hassie Hunt Exploration Company, as Owner, in favor of First National Bank in Dallas, dated _____, 1980.

LOUISIANA OUTER CONTINENTAL SHELF LEASES
SHIP SHOAL AREA LEASES

A 6% working interest equal to .05 revenue interest in and to all (8/8) of production from that certain Oil and Gas Lease from the United States of American, as Lessor, to Ashland Oil, Inc., Highland Resources, Inc., Hunt Oil Company, Ladd Petroleum Corporation, and Placid Oil Company, as Lessees, effective as of July 1, 1975, identified in the Office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G-1170, describing the following area, to-wit:

All of Block 280, Ship Shoal Area - South Addition, as shown on OCS official Leasing Map, Louisiana Map No. 5A.

A 6% working interest equal to a .05 revenue interest in and to all (8/8) of production from that certain Oil and Gas Lease from the United States of American, as Lessor, to Ashland Oil, Inc., Hamilton Brothers Oil Company, Highland Resources, Inc., Hunt Oil Company, LVO Corporation and Placid Oil Company, as Lessees, effective as of December 1, 1974, identified in the Office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G-2923, describing the following, to-wit:

N 1/2; S 1/4 of Block 291, Ship Shoal Area - South Addition, OCS Official Leasing Map, Louisiana Map No. 5A.

WEST CAMERON AREA LEASE

A 10% working interest equal to a .0833 revenue interest in and to all (8/8) of production from that certain Oil and Gas Lease from the United States of America, as Lessor, to Trans Ocean Oil, Inc., Hamilton Brothers Oil Company, Hamilton Brothers Petroleum Corporation, Placid Oil Company, and Kewanee Oil Company, as Lessees, effective as of January 1, 1971, identified in the Office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G-1997, describing the following area, to wit:

All of Block 171, West Cameron Area, Official Leasing Map, Louisiana Map No. 1.

ST. MARY AREA LEASE

A 66.7% working interest equal to a .5556 revenue interest

in and to all (8/8) of production from that certain Oil and Gas Lease from the United States of America, as Lessor, to Ray Lee, as Lessee, effective as of January 1, 1955, identified in the Office of the Bureau of Land Management, Department of the Interior as Outer Continental Shelf Lease OCS-0437, describing the following area, to-wit:

All of Block 199, Eugene Island Area as shown on official leasing map, La. Map No. 4 Outer Continental Shelf Leasing Map (Louisiana offshore operations)

ACT OF PLEDGE

BE IT KNOWN, that on the date hereinafter set forth, before me, the undersigned Notary Public, duly commissioned and qualified, in the presence of the undersigned witnesses, personally came and appeared Hassie Hunt Exploration Company, a corporation incorporated under the laws of the State of Delaware, whose principal place of business is situated at 1401 Elm Street, 2500 First National Bank Building, Dallas, Texas 75202 (herein called "Debtor"), and Sam P. Henry, a Vice President of, and acting in behalf of FIRST NATIONAL BANK IN DALLAS, a national banking association (herein called "Creditor"), who did declare and acknowledge that:

1.

Debtor has executed and delivered to Creditor an act of Collateral Chattel Mortgage, Collateral Mortgage, Pledge and Assignment of Production, of even date herewith (herein called the "Mortgage"), relating to and affecting the Debtor's interest in certain oil and gas leases, the production attributable thereto and the equipment located thereon, all as more fully described therein, which secures the payment of a certain promissory note described in the Mortgage in the original principal sum of FIFTY MILLION DOLLARS (\$50,000,000), of even date herewith, drawn and subscribed by Debtor and payable to Bearer, due on demand, with interest at the rate of eighteen percent (18%) per annum from its date until paid (herein called the "Mortgage Note").

2.

The Mortgage Note is hereby pledged and delivered by Debtor to Creditor as security for the payment of any and every debt, liability and obligation, due or to become due, direct or indirect, absolute or contingent, whether now existing or to arise hereafter, of Debtor (or either one of them) to Creditor (hereinafter said debts, liability and obligations collectively referred to as "Obligations"); the maximum amount or limit of this pledge of the Mortgage Note to be secured hereunder is fixed at \$50,000,000.

3.

Notwithstanding any contrary provisions hereof, or the fact that the payment of the Obligations may be secured by other and additional security or guaranty, it is distinctly agreed and understood that the Mortgage Note and the pledge thereof shall secure the Obligations whether such Obligations be represented by agreements, promissory notes, money loaned and advanced, overdrafts, letters of credit or otherwise, together with any and all interest accrued and owing, and that all such indebtedness and interest shall be and are hereby accorded equal rank and priority.

4.

Debtor agrees that, upon the occurrence of an event of default under the Mortgage or the failure by Debtor to pay any of the evidences of the Obligations, when due ("Event of Default") the entire unpaid principal represented by all evidences of the Obligations whatever the form thereof, and all accrued and unpaid interest thereof, shall, at the election of the holder thereof (as evidenced by notice in writing given by air mail to Debtor at 2500 First National Bank Building, Dallas, Texas, 75202, or such other address as Debtor shall hereafter furnish in writing to the holder hereof), become due and payable immediately, without presentment, demand for payment, protest or notice of nonpayment, dishonor or protest or any other notice or demand of any kind, and the Creditor, if it elects, shall have the right to enforce payment in full of the Obligations and to enforce payment upon the Mortgage Note and execution upon and foreclosure of the Mortgage.

5.

Creditor hereby covenants and agrees that:

- (a) Although the Mortgage Note is by its terms payable on demand, payment thereof shall not be demanded by Creditor and/or any other holder or holders thereof unless or until an Event of Default shall have occurred;
- (b) Notwithstanding the face amount of the Mortgage Note or the amount of interest or attorney's fees provided for therein, the liability of the Debtors shall be limited to and neither Creditor nor any other holder or holders of the Mortgage Note shall enforce the same for an amount exceeding the aggregate amount of the Obligations and the indebtedness of Debtors under the Mortgage Note shall be deemed to be limited as provided in this paragraph. If upon the foreclosure sale of properties covered by the Mortgage, an amount is realized which exceeds the aggregate amount secured hereby, then such excess shall be paid over by the Creditor to Debtors;
- (c) Creditor will not sell, assign, deliver or otherwise surrender possession of the Mortgage Note to any other party or parties except upon and subject to such terms and conditions as will render the Mortgage Note subject to the provisions hereof.

6.

Creditor, on behalf of itself and any future holder or holders of the Mortgage Note hereby accepts this Act of Pledge.

IN WITNESS WHEREOF, Debtor and Creditor have caused to be executed this Act of Pledge, before me, the undersigned Notary Public in and for the County of Dallas, State of Texas, in the presence of the undersigned competent witnesses,

who have hereunto signed their names with said Appearers,
and me, Notary, on this 27 day of August, 1980.

HASSIE HUNT EXPLORATION COMPANY,
a Delaware Corporation

WITNESSES:

By: James L. Parker
James L. Parker, President

Julia Hunt

Long Haygood

FIRST NATIONAL BANK IN DALLAS

WITNESSES:

By: Sam P. Henry
Sam P. Henry

T. Roy Callahan

Kimi Goyner

Charlotte B. Tiedt
NOTARY PUBLIC

My Commission Expires:

~~CHARLOTTE B. TIEDT, Notary Public~~
in and for Dallas County, Texas
My Commission Expires 2-21-81

RECORDED
11 16 PM '80
INDEXED

COLLATERAL MORTGAGE NOTE

\$50,000,000

Dallas, Texas
_____, 1980

FOR VALUE RECEIVED, on demand, the undersigned, a corporation incorporated under the laws of the State of Delaware promises to pay to Bearer, at the main banking offices of First National Bank in Dallas, Dallas, Texas, the sum of FIFTY MILLION DOLLARS (\$50,000,000), together with interest thereon from the date hereof until paid at a rate of eighteen percent (18%) per annum.

In the event this Note should be placed in the hands of an attorney, to institute legal proceedings to recover the amount hereof, or any part hereof, in principal or interest, or to protect the interests of the holder hereof, or to compromise or take any other action with regard thereto, the maker hereby binds itself to pay the fees of the attorney who may be employed for that purpose, which fees are hereby fixed at ten percent (10%) of the amount then owing hereon and sought to be collected, protected or preserved.

The parties hereto hereby waive presentment for payment, demand, notice of non-payment, protest, and all pleas of division and discussion, and agree that the time of payment hereof may be extended from time to time, one or more times, without notice of such extension or extensions and without previous consent, hereby binding themselves in solido, unconditionally and as original promisors, for the payment hereof in principal, interest, costs and attorney's fees. No delay on the part of the holder hereof in exercising any rights hereunder shall operate as a waiver of such rights.

ATTEST:

HASSIE HUNT EXPLORATION COMPANY

Julia Sheerin,
Assistant Secretary

By: _____
James L. Parker,
President

"Ne Varietur"

For identification with an Act of Collateral Chattel Mortgage, Collateral Mortgage, Pledge and Assignment of Production passed before me this ____ day of _____, 1980.

NOTARY PUBLIC

My Commission Expires:

SHANK, IRWIN & CONANT

ATTORNEYS AT LAW

4100 THANKSGIVING TOWER

DALLAS, TEXAS 75201

(214) 720-9600

TELECOPIER

(214) 720-9650

TELEX 72-2760

1100 LTV TOWER

DALLAS, TEXAS 75201

(214) 720-9600

TELECOPIER

(214) 720-9750

December 23, 1983

KAREN S. BEDEL
CECIL W. CASTLELINE
WILLIAM B. CHAMBERLAIN
A. B. CONANT JR.
ROBERT B. COUSINS JR.
WILLIAM E. DOUGLASS
H. CHARLES GENTRY
ROGER GOLDBERG
DREW H. HEARD
LEONARD E. HOFFMAN III
J. RICHARD HORNBERGER
IVAN IRWIN JR.
STEVEN C. METZGER
CHARLES W. PAULY
ROCKNEY D. PLETCHER
JAMIE H. PLOGG
FREDERICK J. RERKO
BRETT A. RINGLE
ROBERT N. RULE JR.
RALPH B. SHANK
CHARLES H. SMITH
RODERIC G. STEAKLEY
ALLEN WEED
WILLIAM D. WRIGHT

In Reply Respond To
1000 LTV Tower

JOHN H. PEPER
KATHLEEN S. CLEAVELAND
DONALD E. JOHNSON
JOHN T. HELM
MARK J. LAMINEZ
DAVID H. EAVEL
SUSAN M. JONES
D. MICHAEL GRUBER
LINDA A. HALE
H. TICA HERNES
GARY G. SHORT
SUSAN L. ABBOTT
JOSEPH M. OSBORNE
A. W. ARNOLD JR.
W. DALE HENRY JR.
JEFFREY M. SONE
MARK D. SUMMERS
ROSIE M. MURPHY
MICHAEL GRAY
HUGER D. WINTLE
ROBERT E. WOLIN
MATTHEW HUTCHINS
JIM D. MCLEROY
DONALD P. LAN JR.
DOROTHEA L. VIDAL
JOHN R. BROWNING
DAVID M. PRUESSNER
RUSSELL G. COOLIK

Writer's Direct Dial Number

(214) 720-9676

United States Department of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
Imperial Office Building
Metairie, Louisiana 70010

Attention: LE-3-1

RE: Lease Numbers OCS-G 2310
OCS-G 2311
OCS-G 2923
OCS-G 1997
OCS-G 2109
OCS-G 2105
OCS-G 3170

Gentlemen:

Hunt Petroleum Corporation has executed Collateral Mortgage, Collateral Chattel Mortgage, Pledge and Assignment of Production dated September 1, 1983, securing a Collateral Mortgage Note in the amount of \$25,200,000 pledged to InterFirst Bank Dallas, N.A. The Collateral Mortgage affects Hunt Petroleum Corporation's interest in the above-captioned leases and further pledges and assigns production from those leases.

In order that third persons may be placed on notice as to the execution and efficacy of the Collateral Mortgage, please file one (1) copy of this letter with an attached copy of the original Collateral Mortgage in the files in your office relating to each of the above-captioned leases.

SHANK, IRWIN & CONANT

December 23, 1983
United States Dept. of the Interior
Minerals Management Service
Metairie, Louisiana 70010
Attn: LE-3-1

Page Two

By your signature in the space provided on the original
and copies of this letter, please acknowledge that filing has been
accomplished pursuant to this request.

Yours very truly,



Harold Williams
Legal Assistant

HW/at

Filing Accomplished As Requested.

MINERAL MANAGEMENT SERVICE

By: 

Date: January 3, 1984

RECEIVED
JAN 10 1984
MINERAL MANAGEMENT SERVICE
WASHINGTON, D.C.

COLLATERAL MORTGAGE,
COLLATERAL CHATTEL MORTGAGE, PLEDGE AND ASSIGNMENT
OF PRODUCTION

BE IT KNOWN, that on this 1st day of September, 1983,

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned, sworn, and qualified, and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED HUNT PETROLEUM CORPORATION, a corporation incorporated under the laws of the State of Delaware, whose principal place of business is located at 2800 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201, represented herein by its duly authorized officer (hereinafter referred to as "Owner") who, being duly sworn, did declare and say that Owner desires to obtain funds from any person, firm, banking association, or corporation willing to loan same; and that Owner is desirous of securing the performance of any obligations, indebtedness, liabilities previously incurred and hereafter incurred by Owner; and for such purposes, Owner does by these presents declare and acknowledge an indebtedness in the sum of \$25,200,000 and to evidence such indebtedness has executed one certain collateral mortgage note for the sum of \$25,200,000 of even date herewith, made payable to Bearer, due on demand at the principal banking offices of InterFirst Bank Dallas, N.A., at 1401 Elm Street, Dallas, Texas 75202, which note stipulates to bear interest at the rate of 18% per annum from the date thereof until paid, and 10% attorney's fees (hereinafter referred to as the "Note"), which Note (an unexecuted copy of which is attached hereto and made a part hereof and is designated as Exhibit A), after having been paraphrased "Ne Varietur" by me, said Notary Public, for identification with this Act of Collateral Mortgage, Collateral Chattel Mortgage, Pledge and Assignment of Production (herein referred to as

the "Mortgage"), was delivered to Owner who hereby acknowledges receipt thereof, and Owner further declared that the Note would be negotiated for the purpose of raising funds and securing previously incurred and hereafter incurred obligations, as heretofore stated, and Owner does hereby acknowledge that it is justly indebted unto any future holder or holders of all or any part of the indebtedness evidenced by the Note in the full amount thereof, together with interest attorney's fees, collection fees, keeper's compensation, and all other costs and indebtedness provided for herein, should any accrue (all such future holder or holders of the Note are hereinafter referred to as "Bank," whether one or more).

In the event the Note should be placed in the hands of an attorney-at-law, to institute legal proceedings to recover the amount thereof, or any part thereof, in principal or interest, or to protect the interests of the holder or holders thereof, or in case the same should be placed in the hands of an attorney for collection, compromise, or other action, Owner hereby binds itself to pay the fee of the attorney who may be employed for that purpose, which fee is hereby fixed at ten percent (10%) of the amount due or sued for or claimed or sought to be protected, preserved, or enforced.

AND NOW, in order to secure the full, due, and punctual payment of all indebtedness evidenced by the Note, and/or any amendment, extension or renewal thereof, as well as all costs, taxes, assessments, charges, insurance premiums, compensation of a keeper, attorney's and collection fees, and other costs and indebtedness incurred and paid hereunder, and to secure the faithful observance and performance of all

of the obligations, agreements, covenants, and stipulations contained herein and in the Note, Owner declares that it does by these presents mortgage, affect, pledge and hypothecate unto Bank, and the Note be held by Bank as an original obligation or in pledge, the following rights, interests and properties:

- A. All of Owner's right, title and interest in and to the mineral leases and other mineral rights described in Exhibit B attached hereto. Said interests hereinafter are collectively referred to as the "Owner's Interest."
- B. The interest of Owner in, to and under or derived from, all of the presently existing operating agreements, oil and gas sales, purchase, exchange, and processing contracts and agreements, and all other contracts, agreements, and instruments that relate to the Owner's Interest or to the production of oil, gas, and other hydrocarbons from or attributable thereto.
- C. The interest, now or hereafter acquired, of Owner in and to all property and fixtures, including corporeal movables, now or hereafter situated upon or fixed to the Owner's Interest, the lands covered thereby, or a unit including all or a part of such lands or the Owner's Interest attributable to or dedicated to the exploration of mineral rights covered or affected by the Owner's Interest including the participation or inclusion of any of the Owner's Interest in any unit or units, or any part thereof, and owned or used in connection with the exploration, development or operation of the Owner's Interest or for the production, treating, storing or transportation of oil, gas, or other minerals, including by way of illustration only and not by way of limitation, all platforms, wells, casing, tubing, tanks, tank batteries, separators, rods, pumps, flow lines, water lines, gas lines, machinery, other equipment, pipelines and power lines.
- D. All present and future oil, gas, casinghead gas, drip gasoline, natural gasoline, distillate, all other liquid or gaseous hydrocarbons produced or to be produced in conjunction therewith, all products, by-products, and all other substances derived therefrom or the processing thereof, and all other similar minerals now or hereafter accruing to, attributable to, or produced from the lands affected by the Owner's Interest or to which Owner now or hereafter may be entitled as a result or by virtue of Owner's ownership of the Owner's Interest.
- E. All the right, title and interest of every nature whatsoever now owned or hereafter acquired by Owner in and to the rights, interests and properties heretofore described or referred to under

headings A, B, C, and D above, and every part and parcel thereof, including, without limitation, said rights, interests and properties as the same shall be enlarged by the discharge of any payments out of production or by the removal of any charges, encumbrances, restrictions, exceptions, reservations, conditions, limitations, interests and other matters to which any of said rights, interests and properties are subject, or otherwise; any and all renewals and extensions of any of said rights, interests and properties, all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above; and any and all additional interests of any kind hereafter acquired by Owner in and to said rights, interests and properties.

All of Owner's rights, interests and properties hereinabove described or referred to under headings A, B, C, D, and E are hereinafter sometimes collectively referred to as the "Mortgaged Property."

ARTICLE I.

REPRESENTATIONS, WARRANTIES AND COVENANTS

1.1 Owner represents, warrants and covenants that the Note and this Mortgage are the legal, valid and binding obligation of Owner, that Owner is the lawful owner of the Mortgaged Property, and has good right and authority to mortgage, pledge and hypothecate the same; that each of the Owner's Interest is valid and subsisting and is in full force and effect; that all royalties due and payable under the Owner's Interest have been timely and correctly paid; and that all severance and production taxes payable with respect to the Mortgaged Property have been timely and correctly paid; that the Mortgaged Property is free and clear from all liens, burdens, and encumbrances except for liens and encumbrances in favor of InterFirst Bank Dallas, N.A.; that all producing wells located on the Owner's Interest have been drilled, operated, and produced in conformity with all applicable laws and rules, regulations, and orders of

all regulatory authorities having jurisdiction, and are subject to no penalties on account of past production; that none of such wells are deviated from the vertical more than the maximum permitted by applicable laws, rules and regulations; that such wells are in fact bottomed under and are producing from, and the well bores are wholly within, the lands covered by the Owner's Interest and that Owner warrants and will forever defend the title to the Mortgaged Property against the claims of all persons whomsoever claiming or to claim the same or any part thereof.

1.2 So long as the indebtedness secured hereby or any part hereof remains unpaid, Owner, for itself, its successors and assigns, covenants and agrees with Bank as follows:

(a) To pay and to discharge promptly, as and when due, and in apt time to prevent and to avoid any sale or forfeiture of the Mortgaged Property therefor, all taxes, assessments, forced contributions, local assessments, and governmental charges of every description which shall, from time to time, be legally imposed, or assessed, or levied by any lawful taxing authority, federal, state, or local, upon the Mortgaged Property, or any part thereof, so that the priority of these presents, as herein stipulated for, shall at all times be duly maintained and preserved; provided, however, that Owner shall not be required to pay any such taxes, assessments, or charges, so long as the validity, or the amount thereof, shall be contested in good faith by Owner in a court, tribunal, or administrative agency of competent jurisdiction, and so long as such contestation shall remain undetermined; but provided further that, in any such event, Bank, at its option, and as a condi-

tion precedent to any such contest, shall be entitled to demand of Owner, and Owner hereby agrees to furnish, adequate security to protect Bank in the premises. In the event Owner should, for any reason, fail promptly to pay and to discharge any such taxes, assessments, force contributions, local assessments, and governmental charges, as and when due, then Bank shall be authorized to pay the same with full subrogation to all rights of the taxing authorities by reason of such payment and the amounts so paid, up to a maximum sum equal to ten percent (10%) of the original principal amount of the Note, which sum shall be secured by the Mortgage, and Owner, its successors and assigns, covenant and agree that after payment and demand therefor by Bank they shall repay the amounts so paid by Bank as taxes, assessments, etc., together with interest thereon as provided in the Note from date of such payment until said amount is repaid. In case of default on the part of Owner, its successors, and assigns, to repay Bank such amount with interest, as aforesaid, then at the election and option of Bank, anything herein, or in the Note to the contrary notwithstanding, the whole amount of the indebtedness secured hereby, including the amount paid on account of such taxes, assessments, etc., as aforesaid, shall become immediately due and payable, and Owner covenants and agrees to pay same upon demand. Nothing herein contained shall be construed, however, as making the payment of such taxes, assessments, etc., obligatory upon Bank, or as making it liable for any loss, damage, or injury resulting from nonpayment of said taxes, assessments, etc.;

(b) Promptly to pay and to discharge all debts, claims, and demands of whatever name or nature which might by law be entitled to liens superior in rank to that hereby created; but nothing herein contained shall be construed to require Owner to pay any such debt, claim, or demand, so long as the validity or amount thereof shall be contested in good faith in arbitration proceedings or a competent court by Owner and such contestation shall remain undetermined; provided, however, that if Owner elects to contest any such debt, claim or demand, Bank, at its option, and as a condition precedent to such contest, shall be entitled to demand of Owner, and Owner agrees to furnish, security satisfactory to Bank to protect the Bank in the premises;

(c) To furnish to Bank, if Bank shall so request, periodic statements showing that all severance taxes due on production of oil or other minerals attributable to the Owner's Interest have been properly paid;

(d) That Owner will promptly correct any defect, error, or omission which may be discovered in the contents of this Mortgage or in the execution or acknowledgment thereof, and will execute and deliver any and all additional instruments as may be required to correct such defect, error or omission or to identify any additional properties which are or become subject to this Mortgage;

(e) That Owner will cause the Mortgaged Property to be operated in a good and workmanlike manner in accordance with all applicable laws and rules, regulations and orders promulgated by all duly constituted

authorities and in accordance with the provisions of each of the Owner's Interest, and will maintain all of the Mortgaged Property in good operating condition, causing all necessary repairs, renewals, replacements, additions and improvements to be promptly made, provided, however, that with respect to Mortgaged Property which is operated by operators other than Owner, Owner shall not be obligated itself to perform any undertakings contemplated by the covenants and agreements contained herein which are performable only by such operators and are beyond the control of owner; and provided further, that Owner agrees to promptly take all actions available to Owner under any operating agreement or otherwise to bring about the performance of any such undertaking required to be performed by such operators;

(f) That Owner will observe and comply with all of the terms and provisions, express or implied, of each of the Owner's Interest and all agreements pertaining thereto, and will not amend any agreement relating to the Owner's Interest, so as materially and adversely to affect the value of the Mortgaged Property, or to terminate any of the agreements, or other instruments, or to surrender, abandon, or release any of the Owner's Interest whole or in part;

(g) That Owner will keep insured such portion of the Mortgaged Property that is of an insurable nature and of a character usually insured by persons operating similar properties, and will keep in force public liability insurance in such amounts and of a character usually carried by persons operating similar properties, with companies of recognized responsibility against

loss or damage by fire and from other causes customarily insured against, and such policies shall name Bank as the loss payee; and in the event of any loss under any of said policies (other than public liability insurance), Bank shall have the right to collect the same, and all amounts received shall be applied toward costs, charges, and expenses, if any, incurred in the collection thereof, then to the payment of the Note and any other indebtedness secured thereby, and any balance remaining shall be subject to the order of Owner; provided, however, that Owner, if no Event of Default has occurred and is continuing hereunder or if Bank consents thereto in writing, may receive all or a portion of said proceeds so collected for the sole purpose of reimbursing Owner for expenditures made in repairing or restoring the damaged property.

ARTICLE II.

ASSIGNMENT AND PLEDGE OF PRODUCTION

2.1 For the purpose of additionally securing the payment of all indebtedness secured hereby, and to facilitate the discharge of all such indebtedness, and as cumulative of any and all rights and remedies herein provided for, Owner, effective as of September 1, 1983 at 7:00 a.m. Dallas time, hereby transfers, assigns, conveys, pledges, sets over and delivers to Bank one hundred percent (100%) of all oil, gas and other hydrocarbons accruing to or receivable by Owner by virtue of its ownership in the Owner's Interest (such oil, gas and other hydrocarbons hereinafter collectively referred to as "Hydrocarbons") and all proceeds from the Hydrocarbons (after deduction for production and severance taxes applicable thereto). Owner shall immediately cause all Hydrocarbons

and proceeds therefrom to be delivered to the credit of Bank at 1401 Elm Street, Dallas, Texas, Attention: Energy Department. Furthermore, Owner will furnish to Bank the names of all parties purchasing or receiving any Hydrocarbons and the names of all parties having in their possession any Hydrocarbons or proceeds therefrom; and Owner will promptly execute and deliver any and all transfer orders, division orders, and other instruments that may be requested by Bank for the purpose of effectuating the pledge and assignment made hereunder. All parties producing, purchasing, or receiving any Hydrocarbons or having in their possession any Hydrocarbons or proceeds therefrom are hereby authorized and directed to treat and regard Bank as the assignee and transferee of Owner and entitled in its place and stead to receive the Hydrocarbons and the proceeds therefrom and each of them shall be fully protected in so treating and so regarding Bank as such assignee and shall be under no obligation to see to the application by Bank of any such proceeds received by it.

2.2 Unless and until an Event of Default shall have occurred hereunder, Owner shall be entitled, to the extent permitted by law, to use, consume, sell or otherwise dispose of the Hydrocarbons and to collect and obtain all such proceeds and to require and enforce the performance of any and all contracts relating to the Hydrocarbons or proceeds, without further consent of or action by Bank; and Bank shall, if Owner shall so request in writing, deliver to Owner suitable orders in favor of Owner or its nominee or nominees for the receipt of such Hydrocarbons and such proceeds and the performance of all acts and things under such contracts. Upon the occurrence of an Event of Default,

such orders shall be revocable by Bank by written notice to the parties affected thereby.

2.3 Bank is hereby absolved from all liability for failure to enforce collection of the proceeds of the Hydrocarbons so assigned and from all other responsibility in connection therewith, except the responsibility to account to Owner for funds actually received. Owner agrees to indemnify and to hold harmless Bank against any and all liabilities, actions, claims, judgments, costs, charges, and attorney's fees incurred by reason of the assertion that Bank has received, either before or after the payment in full of the indebtedness secured hereby, proceeds of Hydrocarbons claimed by third persons. Bank shall have the right to defend against any such claims or actions, employing attorneys of its own selection, and Bank shall have the right to compromise and adjust any such claims, actions and judgments; and in addition to the rights to be indemnified, as herein provided, all amounts paid by Bank in compromise, satisfaction, or discharge of any such claim, action, or judgment and all court costs, attorney's fees, and other expenses of every character incurred by them, limited in the aggregate to twenty-five percent (25%) of the original principal amount of the Note, shall be a demand obligation owing by Owner to Bank, shall bear interest at the rate as provided in the Note from the date of expenditure until paid, all of which shall constitute a portion of the indebtedness secured by the lien evidenced by this Mortgage.

2.4 Nothing herein contained shall detract from or limit the obligation of Owner to make prompt payment of the Note in accordance with its terms and provisions.

ARTICLE III.

WAIVER AND PARTIAL RELEASE

3.1 Bank may, at any time and from time to time in writing:

(a) waive compliance by Owner with any covenant herein made by Owner to the extent and in the manner specified in such writing; or

(b) consent to Owner's commission of any act which hereunder Owner is prohibited from doing, or to Owner's failure to do any act hereunder Owner is required to do, to the extent and in the manner specified in such writing; or

(c) release any part of the Mortgaged Property, or any interest therein, or any proceeds of Hydrocarbons from the lien of this Mortgage.

No such act shall in any way impair the rights of Bank hereunder.

ARTICLE IV.

REMEDIES IN EVENT OF DEFAULT

4.1 The term "Event of Default" as used in this Mortgage shall mean the occurrence of any of the following events:

(a) Owner shall default in the payment of principal or interest on the Note or the default by any obligor or guarantor of any obligation for which the Note may be pledged as security; or

(b) Owner shall default in the performance or observance of any term, warranty, covenant, representation, condition, or agreement contained herein; or

(c) If the property herein mortgaged, or any portion thereof, be seized in the execution of the writ of executory process, attachment, or fieri facias, or of any other legal process; or

(d) Owner becomes insolvent or makes an assignment for the benefit of creditors; or

(e) A receiver is appointed for all or substantially all of the properties of Owner or of Owner's interest in any Mortgaged Property; or

(f) Owner is adjudicated a bankrupt or requests, either by way of petition or answer, to be adjudicated a bankrupt, or for any composition, rearrangement, extension, reorganization or other law for the relief of debtors now or hereafter existing, or a petition is filed by creditors of said party in which it is sought that the party be adjudicated a bankrupt or that there be granted with respect to said party any composition, rearrangement, extension, reorganization, or other relief under any bankruptcy law or under any other law for the relief of debtors now or hereafter existing; or

(g) Any event of default or default agreed to by Owner and Bank, as the same may be evidenced or referred to in any agreement evidencing a pledge of the Note.

4.2 Upon the occurrence of an Event of Default, all indebtedness secured hereby in its entirety shall be immediately due and payable, and the liens evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by law. Furthermore, 100% of the proceeds of the oil, gas and other hydrocarbons assigned herein shall thereafter be applied by Bank until the Note and all other indebtedness of Owner or any one or more of them to Bank is paid in full.

4.3 Upon the occurrence of an Event of Default, Bank is authorized prior to or subsequent to the institution of any foreclosure proceedings to enter upon the Mortgaged Property, or any part thereof, and to exercise without interference from Owner any and all rights which Owner has with respect to the management, possession, and operation of the Mortgaged Property. All costs, expenses and liabilities of every character incurred by the Bank or its keeper (as provided in Article 4.7 below) in managing, operating and maintaining such properties, limited in the aggregate to twenty-five percent (25%) of the original principal of the Note, shall constitute a demand obligation owing by Owner to Bank, shall draw interest from date of expenditure until paid at the rate as provided in the Note, all of which shall constitute a portion of the indebtedness secured by the lien evidenced by the Mortgage.

4.4 Owner, for itself, its successors and assigns, does by these presents agree and stipulate that it shall be lawful for, and Owner hereby authorizes Bank, upon the occurrence of an Event of Default, to cause all and singular the Mortgaged Property to be seized and sold by executory process, without appraisalment, either in its entirety or in

lots or parcels, as Bank may determine, to the highest bidder for cash or on such terms as Bank in such proceedings may direct; and Owner, for itself and its successors and assigns, hereby acknowledges the obligations secured hereby whether now existing or to arise hereafter and hereby confesses judgment thereon if the obligations are not paid at maturity.

4.5 To the extent allowed by law, Owner hereby waives: (i) the benefit of appraisal as provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws conferring the same; (ii) the demand and three days delay accorded by Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (iii) the notice of seizure required by Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (iv) the three days delay provided by Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; (v) the benefit of the other provisions of Articles 2331, 2722, and 2723 of the Louisiana Code of Civil Procedure; and (vi) any other articles of a similar nature entitling Bank to executory process not specifically mentioned above.

4.6 The proceeds of any sale held by any receiver or public officer in foreclosure of the liens evidenced hereby shall be applied:

First: To the payment of all necessary costs and expenses incident to such foreclosure sale, including, but not limited to, all court costs and charges of every character;

Second: To the payment of the indebtedness secured hereby, first to the unpaid interest thereon, and second, to unpaid principal thereon; and,

Third: The remainder, if any there shall be, shall be paid to Owner, its successors or assigns as their interests may appear.

Bank shall have the right to become the purchaser at any sale held by any receiver or public officer, and Bank shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the indebtedness secured hereby owing to Bank or, if Bank holds less than all of such indebtedness, the pro rata part thereof owing to Bank.

4.7 All remedies herein expressly provided for are cumulative of any and all other remedies now existing at law, and Bank shall, in addition to the remedies herein provided, be entitled to avail itself of all such other remedies as may now or hereafter exist at law for the collection of said indebtedness, the enforcement of the covenants herein, and the foreclosure of the lien evidenced hereby; the resort to any remedy provided for hereunder or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies. Owner expressly authorizes the appointment of a keeper of the Mortgaged Property by Bank pursuant to the terms and provisions of La. R.S. 9:5131, et seq. The compensation of the keeper is hereby fixed at 10% of the amount due or sued for or claimed or sought to be protected, preserved, or enforced, and shall be secured by the lien of this mortgage.

4.8 Bank may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the indebtedness secured hereby, in whole or in part, and in such portions and in such order as may seem best to the said Bank in its sole and controlled discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits, or liens evidenced by this instrument.

4.9 If, while the Mortgage is in effect, the title of Owner, its successors or assigns, to the property herein described or any part thereof, or the priority of the lien of the Mortgage, is questioned or attacked, directly or indirectly, by suit or other judicial proceedings, or in any manner, or if a controversy of any nature arises relative to such title or the priority of such lien, or if after this Mortgage is released, any person shall make a claim or demand against Bank on account of any action or omission of Bank, Owner agrees to protect and save harmless Bank from any such costs, loss, damage, or claim by reason of such attack, controversy, suit, claim or demand, and if Owner fails or refuses to defend such title, priority or lien, then Bank is hereby authorized and instructed at the cost and expense of Owner, to take such steps as in the judgment of Bank may be necessary or proper to defend against such claim, demand, controversy, suit or attack, including the employment of counsel and the prosecution and defense of litigation; and the expenses incurred in such proceeding, including all sums paid for attorney's fees, court costs, and all other expenses of every kind and nature, not to exceed twenty-five percent (25%) of the original principal amount of the Note secured hereby, while this Mortgage remains in effect, shall become an additional part of the debt secured hereby, bearing the rate of interest as provided in the Note, be payable on demand, and be secured by the lien and privilege of this Mortgage (the same not having been previously released) upon the Mortgaged Property and whether before or after this Mortgage is released, Owner agrees to pay to Bank on demand all such sums and expenses paid and suffered by Bank and that the same shall be secured by subrogation to all the rights, liens, equities, superior title, and benefits held, owned, possessed, and received at

any time by any owner or holder of any claim, lien, assessment, charge, or expense so paid. The rights of Bank secured hereby under this paragraph may be availed of by Bank and exercised at any time regardless of whether the indebtedness secured hereby be then due or not; and it is distinctly understood that the release of this Mortgage shall not relieve Owner of their liability to save Bank harmless from any damage suffered by Bank on account of any claim or demand made against it after release of this Mortgage.

ARTICLE V.

MISCELLANEOUS PROVISIONS

5.1 Bank shall be entitled to any and all sums to the extent of any obligation, indebtedness, or liabilities secured hereby which may be awarded or become payable to Owner for the condemnation of the Mortgaged Property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and all sums which may be awarded or become payable to Owner for damages caused by public works or construction on or near the Mortgaged Property. All such sums are hereby assigned to Bank, and Owner shall, upon request of Bank, make, execute, acknowledge, and deliver any and all additional assignments and documents as may be necessary from time to time to enable Bank to collect and receipt for any such sums. Bank shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such sums.

5.2 If any provision of this Mortgage is invalid or unenforceable, then, to the extent permitted by law, (a) the other provisions hereof shall remain in full force and effect and shall be liberally construed in favor of Bank in

order to carry out the intentions of the parties hereto as nearly as may be possible, and (b) the invalidity or unenforceability of such provision in any jurisdiction shall not affect the validity or enforceability thereof. If any of the liens and security interests evidenced by this Mortgage are invalid or unenforceable as to any part of the indebtedness secured hereby, or if it is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured or partially secured portion of the said indebtedness shall be completely paid prior to the payment of the remaining and secured or partially secured portion of such indebtedness and all payments made on the indebtedness, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the indebtedness which is not secured or fully secured by the liens and security interests evidenced by this Mortgage.

5.3 This act is in all respects to be construed under the laws of the State of Louisiana, including, but not limited to, La. R.S. 31:197, et seq. as (i) a mortgage, hypothecation, pledge, and confession of judgment by Owner in favor of Bank, and (ii) as a pledge and assignment of production in favor of Bank, to secure the payment of the principal and interest of the Note and also to secure all attorney's fees, costs, charges, and the performance of all obligations of Owner contained herein and in the Note.

5.4 The parties hereto waive the production of any mortgage, conveyance, and tax certificates and agree to hold the undersigned Notary harmless in the premises.

5.5 The terms, provisions, covenants, and conditions hereof shall be binding upon Owner, its successors and assigns, and shall inure to the benefit of Bank, whether or not expressly provided for herein.

5.6 Owner hereby acknowledges that the liens and security interests created by this Act of Collateral Mortgage, Collateral Chattel Mortgage, Pledge and Assignment of Production constitute amendments, modifications, renewals and extensions of one or more of those liens and security interests (the "Existing Liens") created by those certain "Collateral Documents", as such term is defined and such documents are specifically identified in that certain Assumption Agreement, dated September 1, 1983, by and among Owner, Bank and Petro-Hunt Corporation and, accordingly, the liens and security interests created hereby shall have the same priority afforded such Existing Liens.

Dana L. Schultz hereby accepts this Act of Collateral Mortgage, Collateral Chattel Mortgage, Pledge and Assignment of Production on behalf of Bank.

Thus Done and Passed on the date first above written, in multiple originals, in my presence and in the presence of the undersigned competent witnesses, who have hereunto signed their names with the said Appearers and me, Notary.

WITNESSES:
(as to all signatures)

HUNT PETROLEUM CORPORATION

Maryland & Zarene
Chemi Cabo

By

Tom Hunt
Tom Hunt, President

Dana L. Schultz
DANA L. SCHULTZ,
INTERVENOR

Henry J. Agard
NOTARY PUBLIC
(In and for the State of Texas.)
My Commission Expires: _____

INTESTATE
State of Texas
My Commission Expires 7-2-84.

EXHIBIT A

\$25,200,000

September 1, 1983

FOR VALUE RECEIVED, on demand, the undersigned, a corporation incorporated under the laws of the State of Delaware, hereby promises to pay to Bearer, at the main offices of InterFirst Bank Dallas, N.A., at 1401 Elm Street, Dallas, Texas, the principal sum of TWENTY-FIVE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$25,200,000), together with interest thereon at the rate of eighteen percent (18%) per annum from date until paid.

In the event this Note should be placed in the hands of an attorney-at-law to institute legal proceedings to recover the amount hereof or any part hereof, in principal or interest, or to protect the interests of the holder or holders hereof, or in case the same should be placed in the hands of an attorney for collection, compromise or other action, the maker of this Collateral Mortgage Note hereby agrees to pay the fee of the attorney who may be employed for that purpose, which fee is hereby fixed at ten percent (10%) on the amount due or sued for or claimed or sought to be protected, preserved or enforced.

The maker of this Collateral Mortgage Note and the endorsers, guarantors and sureties hereon hereby severally waive presentment for payment, demand, notice of nonpayment, protest, and all pleas of division and discussion, and agree that the time of payment hereof may be extended from time to time, one or more times, without notice of such extension or extensions and without previous consent hereby binding themselves, in solido, unconditionally, and as original promisors, for the payment hereof in principal, interest, cost and attorney's fees. No delay on the part of the holder hereof in exercising any rights hereunder shall operate as a waiver of such rights.

This Collateral Mortgage Note shall be governed by and construed in accordance with the internal laws of the State of Louisiana.

HUNT PETROLEUM CORPORATION

By: Tom Hunt, President

ATTEST:

"Ne Varietur"

For identification with an
Act of Collateral Mortgage,
Collateral Chattel Mortgage,
Fledge and Assignment of
Production passed before me
this 1st day of September, 1983.

Notary Public in and for
the State of Texas

My Commission Expires:

H0c

STATE LOUISIANA
 COUNTY/PARISH JACKSON
 PAGE 1 of 1

EXHIBIT "B"

Attached to that certain Collateral Chattel Mortgage, Collateral
 Mortgage, Pledge and Assignment dated September 1, 1983,
 between Hunt Petroleum Corporation and InterFirst Bank Dallas, N.A.
 Theima Watson No. 1 Well - Net Revenue Interest .1497437

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED	
					VOL.	PAGE
55601-6-1	Budley McGuire	Justiss-Mears Oil Company, Inc	2/20/76	Township 14 North - Range 2 West Sec. 12: NE/4 SE/4	57	92
55601-8-1	Rita Fowler Caraway	Justiss Mears Oil Company, Inc	2/06/76	Township 14 North - Range 2 West Section 12: South half of Southwest Quarter of Northwest Quarter (S/2 SW/4 NW/4); Northwest Quarter of Southwest Quarter (NW/4 SW/4) LESS all that part lying East of old Dodson Road being in SE corner of said forty, containing 5 acres, more or less. ALSO All that part of Northeast Quarter of Southwest Quarter (NE/4 SW/4) lying West of of old Dodson Road and being in Northwest corner of said forty, containing 5 acres more or less	57	196
55601-8-2	Lottie Walker Fowler et al	Justiss-Mears Oil Company, Inc	1/28/76	Township 14 North - Range 2 West Section 12: South half of Southwest quarter of Northwest quarter (S/2 SW/4 NW/4); Northwest quarter of Southwest quarter (NW/4 SW/4) LESS all that part lying East of old Dodson Road being in SE corner of said forty, containing 5 acres, more or less ALSO All that part of Northeast quarter of Southwest quarter (NE/4 SW/4) lying West of old Dodson Road and being in Northwest corner of said forty, containing 5 acres more or less.	56	704

STATE TEXAS

COUNTY/PARISH TARRANT

PAGE 2 of 1

EXHIBIT "B"

NOTED & by the certain Collateral Chattel Mortgage, Collateral
 Part of the First and Assignment dated September 1, 1983,
 between the Seculena Corporation and Interfirst Bank Dallas, F.A.

CASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED VOL.	PAGE
65601-18-1	Bonnie Mae T. Knight et al	Justice-Clear MHI Company, Inc	3/30/76	<p>Beginning at the NE corner of NW/4 of SW/4 Sec. 12, Twp. 14 N, R. 2 West and run South 590 feet to a road, thence SW with and along said road to the West line of E/2 of NE/4 of NW/4, Sec. 12, thence North 340 yards to North line of said forty, thence East 220 yards to point of beginning.</p> <p>LESS AND EXCEPT: Beginning at NE corner of NE/4 of NW/4, Sec. 12, Twp. 14 N, R. 2 West, thence South 320 feet along and with said forty-line to beginning, thence continue south 270 feet to a road, thence SW with said road 325 feet, thence NW 220 feet, thence NE 450 feet to starting point.</p>	57	569

STATE

LOUISIANA

CONCESSION/PARTISH

JACKSON

PAGE

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of

7

EXHIBIT "B"

Attached to that certain Collateral Chattel Mortgage, Collateral
Mortgage, Pledge and Assignment dated September 1, 1983,
between Hunt Petroleum Corporation and Interfirst Bank Dallas, N.A.

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED	
					VOL.	PAGE
65618-18-1	Bettie Jo L. Klotz	Justiss-Mears Oil Company, Inc.	1/15/75	<p><u>Township 14 North - Range 2 West</u> Sec. 1: South half of the Southwest quarter and the South half of the Northeast quarter of Southwest quarter (S/2 SW/4 & S/2 NE/4 SW/4)</p> <p>Sec. 2: 25 acres in the Northeast quarter of the Southeast quarter lying East of the creek.</p>	54	646
65618-18-2	Bonnie Mae L. Knight et al	Justiss-Mears Oil Company, Inc.	1/15/75	<p><u>Township 14 North - Range 2 West</u> Sec. 1: South half of the Southwest quarter and South half of Northeast quarter of Southwest quarter (S/2 SW/4 and S/2 NE/4 SW/4)</p> <p>Sec. 2: 25 acres in the Northeast quarter of the Southeast lying East of the creek</p>	54	650

STATE LOUISIANA
 COUNTY/PARISH JACKSON
 PAGE 4 of 7

EXHIBIT "B"

Attached to that certain Collateral Chattel Mortgage, Collateral
 Mortgage, Pledge and Assignment dated September 1983,
 between Hunt Petroleum Corporation and Interim Bank Dallas, N.A.

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED	
					VOL.	PAGE
65618-9-1	Walter J. Watt, Jr. et al	Justiss-Mears Oil Company, Inc.	12/20/75	<p><u>Township 14 North - Range 2 West</u> Section 1: Southwest Quarter of Southeast Quarter (SW/4 SE/4) and all that part of Southeast Quarter of Southeast Quarter (SE/4 SE/4) lying west of the Pine Bluff Road.</p> <p>Section 12: Southeast Quarter of Northwest Quarter (SE/4 NW/4) less one (1) acre in the northwest corner; East Half of Northeast Quarter of Northwest Quarter (E/2 NE/4 NW/4) lying south of road; and Southwest Quarter of Northeast Quarter (SW/4 NE/4).</p>	56 56	367 366
65618-9-2	Lowell M. Bushice	Justiss-Mears Oil Company, Inc.	12/22/75	<p><u>Township 14 North - Range 2 West</u> Section 1: Southwest Quarter of Southeast Quarter (SW/4 SE/4) and all that part of Southeast Quarter of Southeast Quarter (SE/4 SE/4) lying west of the Pine Bluff Road.</p>	56	362

STATE LOUISIANACOUNTY/PARISH JACKSONPAGE 5 of 7

EXHIBIT "B"

Attached to that certain Collateral Chattel Mortgage, Collateral
Mortgage Pledge and Assignment dated September 1, 1983,
between Hunt Petroleum Corporation and Interfirst Bank Dallas, N.A.

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED	
					VOL.	PAGE
65618-9-2 continued				Section 12: Southeast Quarter of Northwest Quarter (SE/4 NW/4) less one (1) acre in the northwest corner; East Half of Northeast Quarter of Northwest Quarter (E/2 NE/4 NW/4) lying south of road; and Southwest Quarter of Northeast Quarter (SW/4 NE/4).		
65618-9-3	Elaine W. Miller, Jr.	Justiss-Mears Oil Company, Inc	12/20/75	<p>Section 1: Southwest Quarter of Southeast Quarter (SW/4 SE/4) and all that part of Southeast Quarter of Southeast Quarter (SE/4 SE/4) lying west of Pine Bluff Road.</p> <p>Section 12: Southeast Quarter of Northwest Quarter (SE/4 NW/4) less one (1) acre in the northwest corner; East Half of Northeast Quarter of Northwest Quarter (E/2 NE/4 NW/4) lying south of road; and Southwest Quarter of Northeast Quarter (SW/4 NE/4).</p>	56	431

X PARISH JACKSON

Attached to that certain Collateral Chattel Mortgage, Collateral
Mortgage, Pledge and Assignment dated September 1, 1983,
between Hunt Petroleum Corporation and Interfirst Bank Dallas, N.A.

PAGE NO.	LESSOR	LESSEE	DATE	DESCRIPTI ON	RECORDED	
					VOL.	PAGE
65618-33-1	Henry D. Watt	Justiss-Mears Oil Company, Inc.	12/20/75	Township 14 North - Range 2 West Sec. 12: NE/4 NE/4	56	352
65618-41-1	Berta Henderson et al	Justiss Mears Oil Company, Inc.	1/28/76	Township 14 North - Range 2 West Sec. 12: SE/4 SE/4	56	760
65618-41-2	John Henry Henderson	Justiss-Mears Oil Company, Inc.	2/11/76	Township 14 North - Range 2 West Sec. 12: SE/4 SE/4	57	337
65601-13-1	Hub Dotson	Justiss Mears Oil Company, Inc.	1/19/76	Township Fourteen(14) North-Range One(1) West Section Seven (7): The South Twenty Six and two-thirds acres in the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) and the North Thirteen and one-third acres in the Northwest Quarter of the Southeast Quarter (NW/4 SE/4).	56	534
			2/4/76	CORRECTED Township Fourteen (14) North-Range One(1) West. Section Seven (7): The South Twenty Six and two-thirds (26-2/3) acres in the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) and the Middle Thirteen and one-third (13-1/3) acres in the Southwest Quarter of the Northeast Quarter (SW/4 of NE/4) all in Section 7, T14N - R1W.	155	446

STATE LOUISIANA

COUNTY PARISH JACKSON

PAGE 7 of 7

EXHIBIT "B"

Attached to that certain Collateral Chattel Mortgage, Collateral Mortgage, Pledge and Assignment dated September 1, 1983, between Hunt Petroleum Corporation and Interfirst Bank Dallas, N.A.

WELL NO	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	PLAT
5601-13-2	Liber Deves Dotson	Justiss-Hearts Oil Company, Inc.	1/28/76	Township 14 North - Range 1 West Sec. 7: The middle 13-1/3 acres of Southwest Quarter of Northeast Quarter (C 13-1/3 ac. of SW 1/4 NE 1/4)	55	672
5601-52	Charles H. Walker et ux	Richard Thomas	5/27/77	Township 14 North - Range 2 West Sec. 12: SW 1/4 SW 1/4	61	682
5601-53	John Thrasher	Hunt Petroleum Corporation	5/27/77	Township 14 North - Range 2 West Sec. 12: W 1/2 NE 1/4 NW 1/4, less and except 2 acres lying and being South of Old Pine Bluff Road running through said 20 acres, being 18 acres more or less, S 1/2 SE 1/4 NE 1/4, N 1/2 SE 1/4 NE 1/4	61	674
5601-55	Eric W. Walker et al	Hunt Petroleum Corporation	5/27/77	Township 14 North - Range 2 West Sec. 12: SE 1/4 SW 1/4 Sec. 13: NW 1/4 NW 1/4	61	690
5601-56	Charles Colley et ux	Hunt Petroleum Corporation	5/27/77	Township 14 North - Range 2 West Sec. 12: NE 1/4 SW 1/4, less and except 5 acres, more or less, in the NW 1/4 lying West of the Dodson Road, Also 5 acres more or less in the SE 1/4 of NW 1/4 SW 1/4 lying East of Dodson Road.	61	686

EXHIBIT "B"

Attached to and made a part of that certain Collateral Chattel Mortgage, Collateral Mortgage, Pledge and Assignment of Production executed by HUNT PETROLEUM CORPORATION, as Owner, in favor of Interfirst Bank Dallas, N.A., dated September 1, 1983

LOUISIANA OUTER CONTINENTAL SHELF LEASES
SHIP SHOAL AREA LEASES

A .0070000 Revenue Interest in and to all (8/8) of production from that certain Oil & Gas Lease from the United States of America, as Lessor, to TransOcean Oil, Inc., et al, as Lessees, effective January 1, 1973, identified in the Office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 2310, describing the following area, to-wit:

All of Block 268, South Marsh Island Area, North Addition
as shown on OCS Official Leasing Map, Louisiana Map No. 3D.

A .0070000 Revenue Interest in and to all (8/8) of production from that certain Oil & Gas Lease from the United States of America, as Lessor, to TransOcean Oil, Inc., et al, as Lessees, effective as of January 1, 1973, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G-2311, describing the following, to-wit:

All of Block 269, South Marsh Island Area, North Addition
as shown on OCS Official Leasing Map, Louisiana Map No. 3D.

A .0070000 Revenue Interest in and to all (8/8) of production from that certain Oil & Gas Lease from the United States of America, as Lessor, to PLACID OIL COMPANY, et al, as Lessees, effective as of December 1, 1974, identified in the Office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G-2923, describing the following, to-wit:

N/2; SE/4 of Block 291, Ship Shoal Area, South Addition,
as shown on OCS Official Leasing Map, Louisiana Map No. 5A.

NET
REVENUE INTEREST

.007

OCS-1 2923

(Offshore)

62331 Oil and Gas Lease dated December 1, 1974, from United States of America, by the Manager of the Gulf of Mexico Outer Continental Shelf Office, as Lessor to Ashland Oil, Inc., Hamilton Brothers Oil Company, Highland Resources, Inc., Hunt Oil Company, LTO Corporation; Placid Oil Company, as Lessee, said Lease covers N4; S24 of Block 291, Ship Shoal Area-South Addition, OCS Official Leasing Map, Louisiana Map No. 5 A containing 3750 acres.

NET
REVENUE - INTEREST

.02625

OCS-G 1997
(Offshore)

53706 Oil and Gas Lease dated January 1, 1971, from United States of America as Lessor, by the Manager of New Orleans Outer Continental Shelf Office, to Trans Ocean Oil, Inc., Hamilton Brothers Oil Company; Hamilton Brothers Petroleum Corporation; Blacid Oil Company; and Keweenaw Oil Company, as Lessees, said lease covers All of Block 171, West Cameron Area, Official Leasing Map, Louisiana Map No. 1

NET
REVENUE INTEREST

.01134

OCS-G-2109
(Offshore)

53692 Oil and Gas Lease dated January 1, 1979, from United States of America, as Lessor, identified in the Office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Office, to TransOcean Oil, Inc., et al, as Lessees; said lease covers All of Block 206, Eugene Island Area, South Addition, OCS Official Leasing Map, Louisiana Map No. 44.

NET
REVENUE INTEREST

.0109549

CCS-G-2105
(Offshore)

5569-2 Oil and Gas Lease dated January 1, 1971, from United States of America, as Lessor, identified in the Office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Office, to TransOcean Oil, Inc., et al, as Lessees, said lease covers All of block 196, Eugene Island Area, South Addition, CCS Official Leasing Map, Louisiana Map No. 4A.

NET
REVENUE INTEREST

.007

OCS-G 3170
(Offshore)

63616 Oil and Gas Lease dated July 1, 1973, from United States of America, as Lessor, by the Manager of the Gulf of Mexico Outer Continental Shelf, to Ashland Oil, Inc., Highland Resources, Inc., Fint Oil Company; Ladd Petroleum Corporation; Placid Oil Company, as Lessee; said lease covers All of Block 290, Ship Shoal Area-Southern Addition, as shown on OCS official Leasing Map, Louisiana Map No. 1A, containing 5000 acres.

NET
REVENUE INTEREST

.1246875

NEBO "F" WELL
WN-RSW
LaSalle Parish, Louisiana

LEASE NO. 3973E

Oil and Gas Lease dated March 15, 1951, by and between Neko Oil Company, Inc., as Lessor, and L. B. Burt, as Lessee, recorded in Book 15, Folio 609, Oil and Gas Lease to be in LaSalle Parish, Louisiana; said lease covering the following described lands:

Well NO.

151	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 35
157	NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 35
158	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 34
159	SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 34
161	SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 34
163	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 33
166	SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 33
167	NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 33
168	NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 34
170	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 33
171	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 33
192	SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 35
195	SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 27
196	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 34
197	SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 27
177	NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 33

NET
REVENUE INTEREST

.1745625

GOODPINE "A" WELLS
TTN-RW
LaSalle Parish, Louisiana

LEASE # 3512

Oil and Gas Lease dated July 24, 1940, from Good Pine Oil Company, Inc., as Lessor, to E. L. Hunt, as Lessee, recorded in Book 10 Folio 166 of Oil and Gas Lease Records, La Salle Parish, insofar only as said lease covers the following land being situated in La Salle Parish, Louisiana: 30-W-11:

WELLS NO.

2	SW $\frac{1}{4}$ SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 9
4	SW $\frac{1}{4}$; SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 9
5	SW $\frac{1}{4}$; SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 9
7	SW $\frac{1}{4}$; SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 9
14	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 10
15	SW $\frac{1}{4}$ of NE $\frac{1}{4}$; Section 17
25	NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 16
26	NE $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 16
27	NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 16
28	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 16
29	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 10
32	SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 16
40	SW $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 16
42	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 21
43	NE $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 21
48	NW $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 10
54	SE $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 9
55	NE $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 10
56	SW $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 15
57	NW $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 10

WELL NO. (cont.)

50	SW $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 4
51	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 4
59	SW $\frac{1}{4}$; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 9
58	N $\frac{1}{4}$ of NE $\frac{1}{4}$; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 17

NET
REVENUE INTEREST

.1246875

GOODPINE "F" WELLS
STN-RGN
LaSalle Parish, Louisiana

LEASE # 3973

Oil and Gas Lease dated July 12, 1941, by and between Good Pine Oil Company, Inc., as Lessor, and E. L. Hunt, as Lessee, recorded in Book 10, Folio 164 of the Oil and Gas Lease Records of La Salle Parish, Louisiana; said lease covers the following described lands:

WELL NO.

51	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 10
52	NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 9
53	NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 16
55	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 17
57	NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 16
58	NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 10
59	NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 16
60	SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 10
62	NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 16
63	SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 16
67	NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 16
68	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 10
71	NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 22
75	SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 16
76	NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 22
77	NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 21
78	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 22
80	SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 21
82	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 21
83	SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 21
74	NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 21
85	SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 21

86	SW ¹ / ₄ of SW ¹ / ₄ of Section 22
87	NE ¹ / ₄ of NE ¹ / ₄ of Section 28
88	SZ ¹ / ₄ of SW ¹ / ₄ of Section 21
91	NW ¹ / ₄ of NE ¹ / ₄ of Section 28
94	N ¹ / ₄ of Loc 4 of Section 40
111	NE ¹ / ₄ of NW ¹ / ₄ of Section 28
114	NW ¹ / ₄ of NW ¹ / ₄ of Section 27
120	NE ¹ / ₄ of NE ¹ / ₄ of Section 8
124	SW ¹ / ₄ of SZ ¹ / ₄ of Section 3
181	SW ¹ / ₄ of SZ ¹ / ₄ of Section 3
183	SW ¹ / ₄ of NW ¹ / ₄ of Section 27
199	SW ¹ / ₄ of SZ ¹ / ₄ of Section 27

NET
REVENUE INTEREST

.18375

JACK G. ALLEN # 1
(Sec 35 T7N-R2W)

19412

Oil, Gas and Mineral Lease dated January 9, 1943, by and between Jack G. Allen et al, as Lessor, and E. L. Hunt, as Lessee, recorded in Book 13, Folio 139, Oil and Gas Lease Records, La Salle Parish, Louisiana; said lease covers the Southeast Quarter of Southwest Quarter of Section 35, Township 7 North, Range 1 West, La Salle Parish, Louisiana.

NET
REVENUE INTEREST

.0826875

RICHLAND PENZOLE 1-1
(Sec 9 T16N-R5E)

- 66029-1 Oil, Gas & Mineral Lease dated May 3, 1973, from John C. Morris, Jr., as Lessor, to J. S. Walker, as Lessee, recorded in File No. 228274, Book 271, in Richland Parish, Louisiana; said lease covers NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 9, Township 16 North, Range 5 East in Richland Parish, Louisiana.
- 66029-2-1 Oil, Gas & Mineral Lease dated January 13, 1973, from Catherine Earla Richardson, Lisle Richardson, husband and wife, and Helene Earla Lowery, as Lessor, to Byron McGough, as Lessee, recorded in File No. 227425, Book 170 of Richland Parish, Louisiana; said lease covers NW $\frac{1}{4}$ of NW $\frac{1}{4}$ & SE $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 9, Township 16 North, Range 5 East, Richland Parish, Louisiana.
- 66029-3-1 Oil, Gas & Mineral Lease dated April 24, 1979, from John Stuart Hunt Sherman M. Hunt, Empire Drilling Company and Richland Plantation Company, as Lessor, Hunt Energy Corporation, as Lessee, recorded in File No. 223204, Book 282 in Richland Parish, Louisiana; said lease covers SW $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ & SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 9, Township 16 North, Range 5 East of Richland Parish, Louisiana.

NET
REVENUE INTEREST

.0826875

RICHLAND PENNZOIL E-1
(Sec 10 T16N-25E)

66023-6-1

Oil, Gas and Mineral Lease dated February 12, 1979, from John Stuart Hunt, Sherman M. Hunt, Empire Drilling Company and Richland Plantation Company, as Lessors, to Hunt Energy Corporation as Lessees, recorded in File No. 233203, Book 232 of Richland Parish, Louisiana; said lease covers ALL of Section 10, Township 16 North, Range 5 East, Richland Parish, Louisiana.

66023-6-2

Oil, Gas and Mineral Lease dated February 16, 1979, from Pennzoil Producing Company as Lessor, to Hunt Energy Corporation, as Lessee, recorded in File 233204, Book 232 of Richland Parish, Louisiana; said lease covers ALL of Section 10, Township 16 North, Range 5 East in Richland Parish, Louisiana.

NET
REVENUE INTEREST

.0458653

RICHLAND PENZOIL G-1
(Sec 28, T17N-R5W)

65655-2-1

Oil, Gas & Mineral Lease dated November 11, 1973, from Richland Plantation, as Lessor, to Justiss-Mears Oil Corporation, Inc., as Lessee, recorded in File No. 219231. Book 255 of Richland Parish, Louisiana; said lease covering

Section 21 - All of SE $\frac{1}{4}$ SE $\frac{1}{4}$ East of Bayou Lafourche;
Section 22 - All East of Bayou Lafourche;
Section 23 - All except SE $\frac{1}{4}$ SW $\frac{1}{4}$ & SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 24 - NW $\frac{1}{4}$ NW $\frac{1}{4}$ & NW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 25 - NW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ & NW $\frac{1}{4}$ NW $\frac{1}{4}$;
Section 27 - All
Section 28 - All East of Bayou Lafourche;
Section 29 - All East of Bayou Lafourche;
Section 34 - All except NW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, & NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Section 35 - SW $\frac{1}{4}$ & E $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 36 - SW $\frac{1}{4}$

All in Township 17 North, Range 5 East in Richland Parish, Louisiana.

AND ALSO a certain portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ described as beginning at the Northeast corner of SE $\frac{1}{4}$ NE $\frac{1}{4}$ & from said point of beginning run thence in a Westerly direction along the North boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 600 feet, more or less, to a point of intersection with the centerline of a drainage ditch; thence in a Southerly & Southwesterly direction along the center of said drainage ditch, 1100 feet, more or less, to a point of intersection with the centerline of the asphalt public road known as the Moore Ridge Road running in a Northwesterly & Southeasterly direction across said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ thence in a Southeasterly direction along the centerline of said road, 550 feet, more or less, to a point of intersection with the South Boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence in an Easterly direction along the South boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 600 feet, more or less, to the Southeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, thence in a Northerly direction along the East boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, 1427 feet, more or less, back to the point of beginning, said SE $\frac{1}{4}$ NE $\frac{1}{4}$ being located in Section 36, Township 17 North, Range 5 East, Richland Parish, Louisiana

NET
REVENUE INTEREST

.0826875

RICHLAND PENZOIL F-1
(Sec 4 T16N-R5E)

- 66028-4-2 Oil, Gas & Mineral Lease dated September 25, 1978, from Pennzoil Producing Company, as Lessor, to Hunt Energy Corporation, as Lessee, recorded in File No. 230425, Page 276, of Richland Parish, Louisiana; said lease covers All of Section 4, Township 16 North, Range 5 East, Richland Parish, Louisiana.
- 66028-4-1 Oil, Gas and Mineral Leases dated October 24, 1978 from John Stuart Hunt, husband of Jeanne Cannon Hunt, Sherman M. Hunt, husband of Mary Andrews Hunt, Empire Drilling Company and Richland Plantation Company, as Lessor, to Hunt Energy Corporation, as Lessee, recorded in File No. 230319, Book 276 of Richland Parish, Louisiana; said lease covers All of Section 4, Township 16 North, Range 5 East of Richland Parish, Louisiana.

NET
REVENUE INTEREST

.0112656

RICHLAND PENNSOIL E-1
(Sec 3, T16N-R1E)

63635-8-1

Oil, Gas & Mineral Lease dated January 5, 1976, from John C. Morris, Jr., husband of Alice Heard Morris & Richard B. Morris, M.D., husband of Frances Alexander Morris, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in File No. 213625, Book 256 of Richland Parish, Louisiana; said lease covers a certain parcel of land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3, Township 16 North, Range 5 East, described as: begin at the Northeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, thence South along the East line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3 a distance of 440 feet and covering, thence West along a line parallel with the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3 a distance of 196 feet and corner, thence North along a line parallel to the East line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3 a distance of 440 feet and corner, thence East along the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3 a distance of 196 feet back to the point of beginning.

63635-9-1

Oil, Gas & Mineral Lease dated January 12, 1976, from W. M. Hallack, husband of Gertrude Nubles Hallack, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in File No. 213759, Book 256 of Richland Parish, Louisiana; said lease covering a certain parcel of land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3, Township 16 North, Range 5 East in Richland Parish, Louisiana described as: commence at the Northeast corner of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 3, thence South along the East line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3 a distance of 440 feet to the point of beginning; thence South along the east line of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 3 a distance of 380 feet to the Southeast corner of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 3, thence West along the South line of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 3 a distance of 196 feet and corner thence North along a line parallel with the East line of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 3 a distance of 380 feet and corner, thence go east along a line parallel with the North line of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 3 a distance of 196 feet back to the point of beginning.

66028-1-1

Oil, Gas & Mineral Lease, dated June 28, 1978, from Pennsoil Producing Company, as Lessor, to Hunt Energy Corporation, as Lessee, recorded in File 229462, Book 274 of Richland Parish, Louisiana; said Lease covers W $\frac{1}{4}$, W $\frac{1}{4}$ of E $\frac{1}{4}$, NE $\frac{1}{4}$ of NE $\frac{1}{4}$, NE $\frac{1}{4}$ of SE $\frac{1}{4}$ & SE $\frac{1}{4}$ of SE $\frac{1}{4}$ from the surface of the ground down to the depth of 9,414 feet of Section 3, Township 16 North, Range 5 East of Richland Parish, Louisiana.

66028-3-1

Oil, Gas & Mineral Lease dated June 28, 1978, from John Stuart Hunt, Sherman M. Hunt, Empire Drilling Company, Richland Plantation Company, as Lessor, to Hunt Energy Corporation, as Lessee, recorded in File 229461, Book 274, Richland Parish, Louisiana; said Lease covers S $\frac{1}{4}$; NW $\frac{1}{4}$; W $\frac{1}{4}$ of NE $\frac{1}{4}$; NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 3, Township 16 North, Range 5 East, Richland Parish, Louisiana

NET
REVENUE INTEREST

.1215156

RICHLAND PENNZOIL D-1
(Sec 34, T17N-R5W)

65655-2-1

Oil, Gas & Mineral Lease dated November 11, 1973, from Richland Plantation, as Lessor, to Justiss-Hears Oil Corporation, Inc., as Lessee, recorded in File No. 219281, Book 253 of Richland Parish, Louisiana; said lease covering

Section 21 - All of SE $\frac{1}{4}$ SE $\frac{1}{4}$ East of Bayou Lafourche;
Section 22 - All East of Bayou Lafourche;
Section 23 - All except SE $\frac{1}{4}$ SW $\frac{1}{4}$ & SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 24 - W $\frac{1}{4}$ NW $\frac{1}{4}$ & NW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 25 - NE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ & NW $\frac{1}{4}$ NW $\frac{1}{4}$;
Section 27 - All
Section 28 - All East of Bayou Lafourche;
Section 33 - All East of Bayou Lafourche;
Section 34 - All except NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, & NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Section 35 - SW $\frac{1}{4}$ & E $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 36 - SW $\frac{1}{4}$

All in Township 17 North, Range 5 East in Richland Parish, Louisiana.

AND ALSO a certain portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ described as beginning at the Northeast corner of SE $\frac{1}{4}$ NE $\frac{1}{4}$ & from said point of beginning run thence in a Westerly direction along the North boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 600 feet, more or less, to a point of intersection with the centerline of a drainage ditch; thence in a Southerly & Southwesterly direction along the center of said drainage ditch, 1100 feet, more or less, to a point of intersection with the centerline of the asphalt public road known as the Moore Ridge Road running in a Northwesterly & Southeasterly direction across said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ thence in a Southeasterly direction along the centerline of said road, 550 feet, more or less, to a point of intersection with the South boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence in an Easterly direction along the South boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 600 feet, more or less, to the Southeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, thence in a Northerly direction along the East boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, 1427 feet, more or less, back to the point of beginning, said SE $\frac{1}{4}$ NE $\frac{1}{4}$ being located in Section 36, Township 17 North, Range 5 East, Richland Parish, Louisiana

65655-2-2

Oil, Gas & Mineral Lease dated January 25, 1978, but effective June 15, 1977, from Pennzoil Producing Company, as Lessors, to Justiss-Hears Oil Company, Inc., as Lessee, recorded in File No. 228187, Book 271, of Richland Parish, Louisiana; said lease covering SE $\frac{1}{4}$, Section 22; W $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23, NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34, SW $\frac{1}{4}$, E $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, SW $\frac{1}{4}$ of Section 36 from the surface of the ground down to the depth of 8,906 feet. All in Township 17 North, Range 5 East Richland Parish, Louisiana.

65655-14-1

Oil, Gas & Mineral Lease dated January 7, 1976, from Richard F. Watkins, husband of Bernice Gilliland Watkins, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in File No. 220560, Book 257 of Richland Parish, Louisiana; said lease covering NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34, Township 17 North, Range 5 East in Richland Parish, Louisiana.

65655-14-2

Oil, Gas & Mineral Lease dated February 9, 1978, from Masao Yamada and wife, Marie Antoinette Yamada, as Lessors, to Justiss-Mears Oil Company, Inc., as Lessees, recorded in File 227679, Book 270 of Richland Parish, Louisiana; said lease covers NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34, Township 17 North, Range 5 East in Richland Parish, Louisiana.

REVENUE INTEREST

.0739331

RICHLAND PENZOIL C-1
(Sec 22, T17N-R5W)

65655-2-1

Oil, Gas & Mineral Lease dated November 11, 1973, from Richland Plantation, as Lessor, to Justiss-Mears Oil Corporation, Inc., as Lessee, recorded in File No. 219281, Book 255 of Richland Parish, Louisiana; said lease covering

Section 21 - All of SE $\frac{1}{4}$ SE $\frac{1}{4}$ East of Bayou Lafourche;
Section 22 - All East of Bayou Lafourche;
Section 23 - All except SE $\frac{1}{4}$ SW $\frac{1}{4}$ & SE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 24 - NW $\frac{1}{4}$ NW $\frac{1}{4}$ & NW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 25 - NW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ & NW $\frac{1}{4}$ NW $\frac{1}{4}$;
Section 27 - All
Section 28 - All East of Bayou Lafourche;
Section 33 - All East of Bayou Lafourche;
Section 34 - All except NW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, & NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Section 35 - SW $\frac{1}{4}$ & NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$
Section 36 - SW $\frac{1}{4}$

All in Township 17 North, Range 5 East in Richland Parish, Louisiana.

AND ALSO a certain portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ described as beginning at the Northeast corner of SE $\frac{1}{4}$ NE $\frac{1}{4}$ & from said point of beginning run thence in a Westerly direction along the North boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 600 feet, more or less, to a point of intersection with the centerline of a drainage ditch; thence in a Southerly & Southwesterly direction along the center of said drainage ditch, 1100 feet, more or less, to a point of intersection with the centerline of the asphalt public road known as the Moore Ridge Road running in a Northwesterly & Southeasterly direction across said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ thence in a Southeasterly direction along the centerline of said road, 550 feet, more or less, to a point of intersection with the South boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence in a Westerly direction along the South boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 600 feet, more or less, to the Southeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, thence in a Northerly direction along the East boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, 1427 feet, more or less, back to the point of beginning, said SE $\frac{1}{4}$ NE $\frac{1}{4}$ being located in Section 36, Township 17 North, Range 5 East, Richland Parish, Louisiana.

65655-2-2

Oil, Gas & Mineral Lease dated January 25, 1973, but effective June 15, 1977, from Penzoil Producing Company, as Lessors, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in File No. 228187, Book 271 of Richland Parish, Louisiana; said lease covering SE $\frac{1}{4}$, Section 22; NW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23, NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34, SW $\frac{1}{4}$, E $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, SW $\frac{1}{4}$ of Section 36 from the surface of the ground down to the depth of 8,906 feet. All in Township 17 North, Range 5 East, Richland Parish, Louisiana.

NET
RESERVE INTEREST

10/1249

RICHLAND PETROLEUM 3-1
(Sec 27, T17N-R5W)

65655-2-1

Oil, Gas & Mineral Lease dated November 11, 1973, from Richland Plantation, as Lessor, to Justiss-Mears Oil Corporation, Inc., as Lessee, recorded in File No. 23231, Book 233 of Richland Parish, Louisiana; said lease covering

Section 21 - All of SE $\frac{1}{4}$ SE $\frac{1}{4}$ East of Bayou Lafourche;
Section 22 - All East of Bayou Lafourche;
Section 23 - All except SE $\frac{1}{4}$ SW $\frac{1}{4}$ & SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 24 - NW $\frac{1}{4}$ NW $\frac{1}{4}$ & NW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 25 - NE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ & NW $\frac{1}{4}$ NW $\frac{1}{4}$;
Section 27 - All
Section 28 - All East of Bayou Lafourche;
Section 29 - All East of Bayou Lafourche;
Section 34 - All except NW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, & NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Section 35 - SW $\frac{1}{4}$ & E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 36 - All

All in Township 17 North, Range 5 East in Richland Parish, Louisiana.

AND ALSO a certain portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ described as beginning at the Northeast corner of SE $\frac{1}{4}$ NE $\frac{1}{4}$ & from said point of beginning run thence in a Westerly direction along the North boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 600 feet, more or less, to a point of intersection with the centerline of a drainage ditch; thence in a Southerly & Southwesterly direction along the center of said drainage ditch, 1.00 feet, more or less, to a point of intersection with the centerline of the asphalt public road known as the Moore Ridge Road running in a Northwesterly & Southeasterly direction across said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ thence in a Southeasterly direction along the centerline of said road, 350 feet, more or less, to a point of intersection with the South Boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence in an Easterly direction along the South boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 600 feet, more or less, to the Southeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, thence in a Northerly direction along the East boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, 1427 feet, more or less, back to the point of beginning, said SE $\frac{1}{4}$ NE $\frac{1}{4}$ being located in Section 36, Township 17 North, Range 5 East, Richland Parish, Louisiana

65655-18-1

Oil, Gas & Mineral Lease dated May 3, 1978, effective June 15, 1977, from Pennzoil Producing Company, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in File No. 228329, Book 271 of Richland Parish, Louisiana; said lease covering $\frac{1}{4}$ of Section 27, Township 17 North, Range 5 East of Richland Parish, Louisiana.

NET
REVENUE INTEREST

.1547923

RENTS C-1
(Sec 33 T17N-R5E)

65655-2-1

Oil, Gas & Mineral Lease dated November 11, 1973, from Richland Plantation, as Lessor, to Justiss-Mears Oil Corporation, Inc., as Lessee, recorded in File No. 219281, Book 197 of Richland Parish, Louisiana; said lease covering

Section 21 - All of SE $\frac{1}{4}$ SE $\frac{1}{4}$ East of Bayou Lafourche;
Section 22 - All East of Bayou Lafourche;
Section 23 - All except SE $\frac{1}{4}$ SW $\frac{1}{4}$ & SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 24 - NW $\frac{1}{4}$ NE $\frac{1}{4}$ & NW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 25 - NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ & NW $\frac{1}{4}$ NE $\frac{1}{4}$,
Section 27 - All
Section 28 - All East of Bayou Lafourche;
Section 33 - All East of Bayou Lafourche;
Section 34 - All except NW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ & NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Section 35 - SW $\frac{1}{4}$ & E $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$;
Section 36 - SW $\frac{1}{4}$

All in Township 17 North, Range 5 East in Richland Parish, Louisiana.

AND ALSO a certain portion of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ described as beginning at the Northeast corner of SE $\frac{1}{4}$ NE $\frac{1}{4}$ & from said point of beginning run thence in a Westerly direction along the North boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 600 feet, more or less, to a point of intersection with the centerline of a drainage ditch; thence in a Southerly & Southwesterly direction along the center of said drainage ditch, 1100 feet, more or less, to a point of intersection with the centerline of an asphalt public road known as the Moore Ridge Road running in a Northwesterly & Southeasterly direction across said SE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence in a Southeasterly direction along the centerline of said road, 550 feet, more or less, to a point of intersection with the South Boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence in an Easterly direction along the South boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 600 feet, more or less, to the Southeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence in a Northerly direction along the East boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, 100 feet, more or less, back to the point of beginning said SW $\frac{1}{4}$ NE $\frac{1}{4}$ being located in Section 36, Township 17 North, Range 5 East, Richland Parish, Louisiana

65655-2-2

Oil, Gas & Mineral Lease dated January 25, 1978, but effective June 15, 1977, from Pennzoil Producing Company, as Lessors, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in File No. 229187, Book 271 of Richland Parish, Louisiana; said lease covers SE $\frac{1}{4}$, Section 23, NW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23; NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ of Section 34, SW $\frac{1}{4}$, E $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, SW $\frac{1}{4}$ of Section 36 from the surface of the ground down to the depth of 1,906 feet. All in Township 17 North, Range 5 East, Richland Parish, Louisiana.

65655-21-1

Oil, Gas & Mineral Lease dated January 14, 1976, from Dr. W. Marshall Liles, whose wife is Sara Hinkle Liles, as Lessor, to G. Elmer Thompson, whose wife is Virginia Hinkle Thompson, as Lessee, recorded in File No. 226723, Book 268 of Richland Parish, Louisiana. said lease covers SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 35, Township 17 North, Range 3 East N $\frac{1}{2}$ of the NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 2, Township 16 North, Range 3 East SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 2, Township 16 North, Range 3 East, in Richland Parish, Louisiana.

65655-1-1

Oil, Gas & Mineral Lease dated November 3, 1975 from Mrs. Pearl Rourke Rymes, et al as Lessors, to Justiss-Mears Oil Company, Inc. as Lessee, recorded in File No. 219109, Book 537, of Richland Parish Louisiana; said lease covers NW $\frac{1}{4}$; NE $\frac{1}{4}$; SE $\frac{1}{4}$; SW $\frac{1}{4}$; and NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, in Township 17 North, Range 3 East of Richland Parish, Louisiana.

NET
REVENUE ENTERIES

.1412548

RHYMES # 1
(Sec 13 T17N-R4W)

- 63597-79-1 Oil, Gas & Mineral Lease dated July 31, 1973, from Ronald Conway Kinard & Josephine Woods Kinard, as Lessor, to Justiss-Mears Oil Company, Inc., recorded in Conv. Book 1053, Page 738 of Richland Parish, Louisiana; said lease covers South Half of South Half of South Half of Northwest Quarter of Section 23, Township 17 North, Range 4 East in Richland Parish, Louisiana.
- 63597-113-1 Oil, Gas & Mineral Lease dated April 19, 1973, from Raphael Ray Rhymes, Sr., Raphael Ray Rhymes, Jr., Beatrice Rhymes Earle, and T. Brewer Godfrey, Raphael Ray Rhymes, Jr. as trustees for Allison Stephens Rhymes, Raphael Ray Rhymes, III, Thomas Edward Rhymes & Randolph Stephens Rhymes, as Lessors, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Conv. Book 1063 of Richland Parish, Louisiana; said lease covers the South Half of the Northwest Quarter of the Southeast Quarter, less and except therefrom a five-acre tract described as the South Half of the South Half of the South Half of the Northwest Quarter of the Southeast Quarter of Section 23, Township 17 North, Range 4 West, Ouachita Parish, Louisiana. Other sections covered in this lease are described on Attachment I, 1432 acres situated in Township 17 North, Range 4 East, Ouachita Parish Louisiana.

attached to and made a part of that certain Oil, Gas & Mineral Lease executed by Raphael Ray Rhymes, Sr., et al, in favor of Justiss-Hearn's Oil Company, Inc., this 29th day of APRIL, 19 75.

TOWNSHIP 17 NORTH, RANGE 4 EAST

1. The oil, gas and minerals situated in, on or under "Tract A", "Tract B" and "Tract C" of the Raphael Ray Rhymes, Sr./ Beatrice Rhymes Earle Partition, dated July 17, 1962, recorded in Conveyance Book 764, Page 699 of the Records of Ouachita Parish, Louisiana, LESS AND EXCEPT THEREFROM the East Half of the Northeast Quarter of Section 34 and the Northwest Quarter of the Northwest Quarter of Section 35, all in Township 17 North, Range 4 East.
2. An undivided one-half interest in the oil, gas and minerals situated in, on or under the East Half of the Southeast Quarter of Section 15, lying South of a drainage ditch, as shown by act of sale recorded in Conveyance Book 941, Page 607 of the Records of Ouachita Parish, Louisiana.
3. The South Half of the Northwest Quarter of the Southeast Quarter, LESS AND EXCEPT THEREFROM a five-acre tract described as the South Half of the South Half of the South Half of the Northwest Quarter of the Southeast Quarter, Section 23.
4. An undivided one-half interest in the oil, gas and other minerals situated in, on or under the West Half of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter, Section 27, as per act of sale recorded in Conveyance Book 941, Page 607 of the Records of Ouachita Parish.
5. A 1.819 acre tract located in the Northeast Quarter Southwest Quarter of Section 27, as per act of sale recorded in Conveyance Book 962, Page 573 of the Records of Ouachita Parish.
6. An undivided one-half interest in and to the oil, gas and minerals situated in, on or under the East Half of the Northeast Quarter of Section 15, lying North of a certain servitude for drainage recorded in Conveyance Book 424, Page 269, LESS AND EXCEPT THEREFROM tracts sold, all of which is shown with particularity as per act of sale recorded in Conveyance Book 941, Page 607 of the Records of Ouachita Parish.

SIGNED FOR IDENTIFICATION:

Raphael Ray Rhymes, Sr.
RAPHAEL RAY RHYMES, SR.

Raphael Ray Rhymes, Jr.
RAPHAEL RAY RHYMES, JR., Individually
and as Trustee for Allison Stephens
Rhymes, Trust; Raphael Ray Rhymes, III
Trust; Thomas Edward Rhymes, Trust;
and Randolph Stephens Rhymes, Trust.

Beatrice Rhymes Earle
BEATRICE RHYMES EARLE

T. Bremer Goussier
T. BREMER GOUSSIER, Trustee for
Allison Stephens Rhymes, Trust;
Raphael Ray Rhymes, III, Trust;
Thomas Edward Rhymes, Trust, and
Randolph Stephens Rhymes, Trust.

NET
REVENUE INTEREST

.0441

NATIONAL GASOLINE #1
(Sec 36 T17N-R4E)

63653-1-1

Oil, Gas & Mineral Lease dated September 2, 1976, from National Gasoline Company of Louisiana, Inc., as Lessor, to Justiss-Hearts Oil Company, as Lessee, recorded in Conv. 1083, Page 622 in Quachita Parish, Louisiana; said lease covering the entire Section of 36 containing 652.40 acres, more or less Township 17 North, Range 4 East, Quachita Parish, Louisiana.

NET
REVENUE INTEREST

.01638

WILDLIFE # A-2
(Sec 30 T17N-R4E)

65653-3-1

State Lease No. 5842, dated November 12, 1975, from the Louisiana Wild Life and Fisheries Commission, as Lessor, to Justiss-Mears Oil Company, Inc., recorded in Conv. Book 1061, Page 444 of Ouachita Parish, Louisiana; said lease covers: entire State Agency Tract No. 13739, said State Agency Tract being described as follows: all of the right, title and interest of the Louisiana Wild Life & Fisheries Commission in all of the land and minerals described as follows: The East Half, the East Half of the Northwest Quarter, the Southwest Quarter of the Northwest Quarter, and the Southwest Quarter of Section 24; the East Half, the East Half of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter and the East Half of the Southwest Quarter of Section 25, Township 17 North, Range 4 East; all of Section 19, all of Section 28 lying West of Bayou Lafourche, all of Section 29 and all of Section 30, Township 17 North, Range 5 East Ouachita Parish, Louisiana, cover not more than a one-half interest approximately 1,052.09 acres, as shown outlined in red on a plat on file in the State Land Office.

NET
REVENUE INTEREST

.02016

WILDLIFE 9A-1
(Sec 30 T17N-R5E)

65653-2-1

State Lease No. 6842, dated November 12, 1973, from The Louisiana Wild Life and Fisheries Commission, as Lessor, to Justiss-Mears Oil Company, Inc., recorded in Conv. Book 1061, Page 444 of Ouachita Parish, Louisiana; said lease covers: entire State Agency Tract No. 11739, said State Agency Tract being described as follows: all of the right, title and interest of the Louisiana Wild Life & Fisheries Commission in all to the land and minerals described as follows: The East Half, the East Half of the Northwest Quarter, the Southwest Quarter of the Northwest Quarter, and the Southwest Quarter of Section 24; the East Half, the East Half of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter and the East Half of the Southwest Quarter of Section 15, Township 17 North, Range - East; all of Section 19, all of Section 28 lying West of Barou Lafourche, all of Section 29 and all of Section 30, Township 17 North, Range 5 East, Ouachita Parish, Louisiana, covering not more than a one-half interest approximately 3,052.09 acres, as shown outlined in red on a plat on file in the State Land Office.

NET
REVENUE INTEREST

.0346404

MC LAUGHLIN # 1
(Sec 13 T17N-R4W)

- 65653-1-1 Oil, Gas & Mineral Lease dated August 9, 1976, from Bentz and Elmore, Inc., as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Conv. Book 1081, Page 187 in Quachita Parish, Louisiana; said lease covering SW1/4NW1/4 of Section 13, Township 17 North, Range 4 West, in Quachita Parish, Louisiana.
- 65653-2-1 Oil, Gas & Mineral Lease dated August 16, 1976, from Claude L. McLaughlin, husband of Harvey McLaughlin, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Conv. Book 1081, Page 89 of Quachita Parish, Louisiana; said lease covers SW1/4NW1/4 of Section 13 Township 17 North, Range 4 East in Quachita Parish, Louisiana.
- 65653-4-1 Oil, Gas & Mineral Lease dated August 3, 1976, from Roland T. Kinney, husband of Betty Adams Kinney, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Conv. Book 1081, Page 296 of Quachita Parish, Louisiana; said lease covers SW1/4NW1/4, less & except a certain 1.14 acre tract of land sold to James Wesley Jones dated May 5, 1971 and recorded in Book 951, Page 658 DR# 636343 of the Clerk of Courts records located in Quachita Parish, Louisiana.
- 65653-6-1 State Lease No. 6840 dated November 12, 1975, from the Louisiana Wildlife and Fisheries Commission, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Conv. Book 1061, Page 411 of Quachita Parish, Louisiana; said lease covers entire State Agency tract no. 13737, said State Agency Tract being described as follows: All of the right, title and interest of the Louisiana Wild Life and Fisheries Commission in and to the land and minerals described as follows: All of Section 17, All of Section 18, Township 17 North, Range 5 East and the Southeast Quarter of Section 13, Township 17 North, Range 4 East, Quachita Parish, Louisiana covering not more than a one-half interest in approximately 1,327.36 acres, as shown outlined in red on a plat on file in the State Land Office.
- 65653-9-1 Oil, Gas & Mineral Lease dated November 17, 1975, from Isaac Woods, et al, husband of Jesse Lee Woods, as Lessor, to Oakland Corporation as Lessee, recorded in Conv. Book 1062, Page N/A in Quachita Parish Louisiana; said lease covering NE1/4NW1/4 of Section 13, Township 17 North, Range 4 West in Quachita Parish, Louisiana.
- 65653-9-2 Oil, Gas & Mineral Lease dated August 17, 1976, from Elizabeth Halston, Clara Bradford, Bass Johnson, Bessie Patten, L. E. Johnson, Deanna Wooley & Jesse Johnson, as Lessors, to Oakland Corporation, as Lessee, recorded in Conv. Book 1096, Page 153 in Quachita County, Louisiana; said lease covering NE1/4NW1/4 of Section 13, Township 17 North, Range 4 East in Quachita County, Louisiana.

65653-10-1

Oil, Gas & Mineral Lease dated November 17, 1975, from William W. Adams, husband of Marquerita B. Adams, as Lessor, to Oakland Corporation, as Lessee, recorded in Conv. Book 1062, Page N/A in Quachita County, Louisiana; said lease covers NW $\frac{1}{4}$ SW $\frac{1}{4}$ & SE $\frac{1}{4}$ NW $\frac{1}{4}$ & SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, Township 17 North, Range 4 East in Quachita County, Louisiana.

65653-11-1

Oil, Gas & Mineral Lease dated November 25, 1975, from Moses Jackson, as Lessor, to Oakland Corporation, as Lessee, recorded in Conv. Book 1062, Page N/A in Quachita Parish, Louisiana; said lease covers NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, Township 17 North, Range 4 East in Quachita Parish, Louisiana.

65653-12-1

Oil, Gas & Mineral Lease dated November 25, 1975, from Jesse Ernest, Jr., husband of Zola Amond Ernest, as Lessor, to Oakland Corporation, as Lessee, recorded in Conv. Book 1062, Page N/A in Quachita Parish, Louisiana; said lease covers NE $\frac{1}{4}$ NE $\frac{1}{4}$ in Section 13, Township 17 North, Range 4 East in Quachita Parish, Louisiana.

NET
REVENUE INTEREST

.1651085

FAUTHEREE NO. 1
(Sec 14 T17N-R4E)

65397-122-1

Oil, Gas & Mineral Lease dated August 5, 1976, from Abraham E. Bowie, Jr., as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in File No. 722383, Con. Book 1069, Page 313 of Quachita Parish, Louisiana; said lease covers a certain tract of land containing 9.50 acres, more or less, situated in ~~W4SW1/4~~ of Section 14, Township 17 North, Range 4 East, Quachita Parish, Louisiana; and being more particularly described as beginning at the southwest corner of the southwest quarter of the northeast quarter of Section 14, thence southeasterly along the south line of said southwest quarter of northeast quarter a distance of 226.47 feet; thence turning a deflection angle of 34 degrees 38 minutes 58 seconds left, continue northeasterly a distance of 1320.56 feet to the north line of southwest quarter of northeast quarter; thence turning a deflection angle of 95 degrees 45 minutes 35 seconds left, continue northwesterly a distance of 403.94 feet to the northwest corner of southwest quarter of northeast quarter; thence turning a deflection angle of 91 degrees 57 minutes 42 seconds left, continue southerly along the west line of southwest quarter of northeast quarter a distance of 1313.05 feet to the point of beginning and being subject to the right-of-way of Moore Road & a Parish drainage canal, as per plat attached to Corrected Option of Purchase dated April 1, 1976.

65397-122-2

Oil, Gas & Mineral Lease dated August 6, 1976, from James Bernard Johnson, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1080, Page 706, of Quachita Parish, Louisiana; said lease covers a certain tract of land containing 9.5 acres, more or less, situated in ~~W4SW1/4~~ of Sec. 14, Township 17 North, Range 4 East, Quachita Parish, Louisiana and being more particularly described as commencing at the northwest corner of the southwest quarter of the northeast quarter; thence easterly along the north line of said southwest quarter northeast quarter a distance of 403.94 feet to the point of beginning; thence continue easterly along the north line of said southwest quarter northeast quarter a distance of 259.27 feet to the northeast corner of ~~W4SW1/4~~, thence turning a deflection angle of 38°06'48" right, continue southerly along the east line of ~~W4SW1/4~~ a distance of 1190.01 feet to the NE/c of Owens 1.0 acre tract; thence turning a deflection angle of 92°17'45" right, continue westerly along the north line of said Owens tract a distance of 208.71 feet to the NW/c of said Owens tract; thence turning a deflection angle of 92°17'45" left continue southerly along the west line of said Owens tract a distance of 209.71 feet to the south line of said ~~W4SW1/4~~; thence westerly along the west line of said ~~W4SW1/4~~ a distance of 226.48 feet; thence turning a deflection angle of 34°38'58" right, continue northeasterly a distance of 1320.56 feet to the point of beginning and being subject to the right-of-way of Moore Road and a Parish drainage canal and a Parish right-of-way, Easements & Servitudes of Record, all as shown and described by plat thereof.

65597-122-1

Oil, Gas & Mineral Lease dated August 5, 1976, from Cecil H. Drake, as Lessor, to Justiss-Mears Oil Company, Inc., recorded in Con. Book 1080, Page 711 of Quachita Parish, Louisiana; and said lease covers lands from the southwest corner of Section 14, Township 17 North, Range 4 East, measure N 0° 10 minutes east along the west line of said Section 14, a distance of 393 feet to the point of beginning from which point, thence N 0° 10 minutes east along the west line of said Section 14, a distance of 555.0 feet; thence measure south 85°, 30' 00" east 464.75 feet; thence S 30° eight minutes west a distance of 919.8 feet to the south back of Young's Bayou drainage canal; thence in a northeasterly direction along the south bank of Young's Bayou drainage canal; 563 feet, more or less, to the point of beginning, containing 8.35 acres, more or less, and being situated in the southwest quarter of the southwest quarter of Section 14, Township 17 North, Range 4 East, Quachita Parish, Louisiana.

65597-125-1

Oil, Gas & Mineral Lease dated August 12, 1976, from John J. Johnson, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1083, Page 378 of Quachita Parish, Louisiana; said lease covers a certain tract or parcel of land, situated in the east half of the northwest quarter of the southeast quarter of Section 14, Township 17 North, Range 4 East, Quachita Parish, Louisiana, more particularly described as follows: Beginning at the northeast corner of the northwest quarter of the southeast quarter of Section 14, Township 17 North, Range 4 East, proceed thence south along the east line of said forty, a distance of 145 feet to the point of beginning; proceed thence due west a distance of 110 feet to the northeast corner of a tract sold by W. O. Fatherree by deed of conveyance found in COB 740, Page 416 of the records of Quachita Parish, thence south along a line parallel to the east line of the northwest quarter of the southeast quarter of Section 14 a distance of 194 feet, thence due east a distance of 110 feet to the east line of the northwest quarter of the southeast quarter of Section 14; thence northerly along said east line a distance of 194 feet to the point of beginning, and being a portion of the same property acquired by W. O. Fatherree from S.A. Fatherree by deed recorded in COB 393, Page 549, Records of Quachita Parish, Louisiana.

65597-125-1

Oil, Gas & Mineral Lease dated August 3, 1976, from David D. Foster, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Conv. Book 1081, Page 182 of Quachita Parish, Louisiana; said lease covers a certain tract or parcel of ground situated in the east half of the northwest quarter of southeast quarter of Section 14, Township 17 North, Range 4 East, particularly described as follows: from the northeast corner of the NW 1/4 of SE 1/4 of said Section 14, run south along the east line of said forty a distance of 539 feet to the southeast corner of a tract sold to W. O. Fatherree as per deed in Conveyance Book 393, page 549, for a point of beginning; thence from said point of beginning, run south along the east line of said forty a distance of 609.35 feet to the northeast corner of a tract of land sold to Mrs. Sophia Craft by deed in Conv. Book 480, page 741; thence north 38° 51' west along the north line of said Sophia Craft tract a distance of 110 feet; thence north 0° 13' west, a distance of 605.8 feet to the south line of the tract sold to W. O. Fatherree as aforesaid; thence due East a distance of 110 feet to the point of beginning, containing 2.93 acres, all as shown on plat of Survey to establish boundary.

65597-124-1

Oil, Gas & Mineral Lease dated August 4, 1976, from Jay M. Hughes, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1081, Page 272, of Quachita Parish, Louisiana; said lease covers southeast quarter of the southeast quarter, less and except the following tracts: one acre sold to Board of Trustees of First Methodist Church of Monroe, La. dated March 1, 1948 and recorded in Book 413, Page 635; also two acres sold to R. E. Barwick dated February 10, 1951 and recorded in Book 474, Page 639; .48 acre tract sold to Ovia McIntosh dated April 18, 1955, and recorded in Book 566 Page 488 (Not 100X1.0); .13 acre tract sold to Adalene E. Lawrence & E. B. Lawrence dated September 14, 1960, and recorded in Book 712, Page 195; .13 acre tract sold to Jodie E. Spells & Tyre Spells dated September 19, 1960 and recorded in Book 713, Page 724; .13 acre tract sold to R. R. & Sarah E. Oliveaux dated February 23, 1962, and recorded in Book 734, Page 177

this deed being corrected February 16, 1961, and recorded in Book 762, Page 482 Lot 50x165 (.19 acre); Lot 50x125 (.25 acre) sold to T. E. Barnes dated December 8, 1968 and recorded in Book 908 Page 234; Lot 50x165 (.19 acre) sold to J. M. Hughes, Jr., dated March 12, 1969 and recorded in Book 913, Page 150; Lot 50x165 (.19 acre) sold to K. B. Lawrence and dated March 2, 1972. Four acre tract sold to Tyra Spells and Janie E. Spells dated March 17, 1972 and recorded in Book 969, Page 780; Lot 50x165 (.19 acre) sold to J. M. Hughes September 17, 1972 and recorded in Book 981, Page 952. All of the above property recorded in the Clerk of Courts records of Quachata Parish, Louisiana.

65597-127-1 Oil, Gas & Mineral Lease dated August 16, 1976, from Burk Shial, husband & Dorothy Bullock Shial, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1082, Page 786 of Quachata Parish, Louisiana; said lease covers a certain lot or parcel of ground in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 14, Township 17 North, Range 4 East, being more particularly described as follows, to-wit: from the SW $\frac{1}{4}$ of said NE $\frac{1}{4}$ of SE $\frac{1}{4}$ run North along the west line of said NE $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 618 feet to the Point of Beginning; thence from said point of beginning continue north along the west line of said NE $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 147 feet; thence running back easterly between parallel lines, parallel with the south line of said NE $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 194 feet, and containing 1 acre, more or less.

65597-128-1 Oil, Gas & Mineral Lease dated August 16, 1976, from Vera Caldwell Lanehart, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1082, Page 790 of Quachata Parish, Louisiana; said lease covers the SW $\frac{1}{4}$ of the following tract: A certain tract of ground situated in the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East particularly described as follows: Commencing at a point on the West line of said forty acre tract 431 feet north of the southwest corner thereof; thence running north along the west line of said forty a distance of 214 feet; thence east in a line parallel to the south line of said forty 194 feet; thence west parallel to the south line of said forty 194 feet to the point of beginning, containing two acres, more or less.

65597-129-1 Oil, Gas and Mineral Lease dated August 5, 1976, from Glad Moore, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1080, Page 715 of Quachata Parish, Louisiana; said lease covers Tract No. 1 - beginning at the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, measure S 88° - 51' E along the south line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 163.5 feet; thence measure N 0° - 10' E a distance of 393.1 feet; thence N 88° - 51' W - distance of 661.5 feet to the west line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$; thence S 0° - 10' W along the west line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 393.1 feet to the point of beginning containing 6.0 acres—Tract No. 2 From the SW $\frac{1}{4}$ of Section 14, measure N 0° - 10' E along the west line of said section a distance of 1043.9 feet to the point of beginning; from which point continue N 0° - 10' E along the west line of Section 14 a distance of 163.7 feet; thence measure S 35° - 38' west a distance of 173.5 feet to the point of beginning containing 1.40 acres; —Tract No. 3 - SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said section 14, less and except those conveyances made by Lessor named hereinabove to: 1) Alton Harry Redouilly, Jr. as recorded in the Conveyance Records of Quachata Parish, Louisiana, in C.B. 348, Page 503, C.B. 350, Page 466, & C.B. 381, Page 37; 2) Edgar Pallett as recorded in the Conveyance Records of Quachata Parish, Louisiana, in C. B. 713, Page 770; 3) Ardon Elbert Jones as recorded in the Conveyance Records of Quachata Parish, Louisiana in C. B. 791, Page 80. All tracts in Section 14, Township 17, Range 4 East, Quachata Parish, Louisiana.

65597-130-1 Oil, Gas and Mineral Lease dated August 16, 1976, from Ted E. Barnes and Edna D. Barnes, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1082, Page 786 of Quachata Parish, Louisiana, said lease covers a certain tract of land located in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East, Quachata Parish, Louisiana, more particularly described as be-
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ning at a point 538 feet North of the Southwest corner of said SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, thence run North 50 feet; thence run East 215 feet; thence run South 50 feet; thence run West 215 feet to the Point of Beginning, containing a lot 10 feet by 215 feet.

65597-131-1

Oil, Gas and Mineral Lease dated August 4, 1976, from Tyra Spells and Janie Hughes Spells, as Lessors, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con Book 1082, Page 277, in Quachita Parish, Louisiana; said lease covers a certain parcel of land in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East, Quachita Parish, Louisiana, and more particularly described as follows: from the NW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14, measure S 0° - 13' E along the West line of said SE $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 340.1'; thence S 88° - 51' E a distance of 39.0' to a point on the east line of Gourd Bayou Road, the Point of Beginning; thence from said point continue S 88° - 51' E a distance of 210'; thence measure N 0° - 13' W a distance of 340' to the south line of Mildred Road; thence measure along the South line of said road S 88° - 51' E a distance of 215 feet; thence measure S 0° - 13' E a distance of 374.9 feet; thence N 88° - 51' W a distance of 39.0 feet to the east line of Gourd Bayou Road; thence measure N 0° - 57' W along the east line of said road a distance of 257.0 feet to the point of beginning, containing 4.0 acres, being a portion of the property acquired by J. M. Hughes by deed recorded in Conveyance Record Book 332, Page 111 of the records of Quachita Parish, Louisiana.

65597-132-1

Oil, Gas & Mineral Lease, dated August 13, 1976, from Robert R. Oliveaux and Sarah Hughes Oliveaux, as Lessors, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1082, Page 302, in Quachita Parish, Louisiana; said lease covers a certain parcel or tract of land situated in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East, more particularly described as follows: begin at a point where the East side of Gourd Bayou Road intersects with the South side of Adams Road, thence run east along South right of way of Adams Road 430 feet to the Point of Beginning; thence run South 165 feet to a point; thence run East parallel with Adams Road 50 feet to a point; thence run North 165 feet to the South right of way of Adams Road; thence run West along Adams Road to the Point of Beginning.

65597-133-1

Oil, Gas & Mineral Lease, dated August 17, 1976 from Rosta Lee McIntosh and Orla Lee McIntosh, as Lessors, to Justiss-Mears Oil Company, Inc., as Lessors, recorded in the Con. Book 1082, Page 306, of Quachita Parish, Louisiana; said lease covers a certain tract or parcel of land situated in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East, particularly described as follows: Beginning at the intersection of the South line of Adams Road with the East line of Gourd's Bayou Road, and running thence South along the East line of Gourd's Bayou Road a distance of 100 feet, thence back East between parallel lines, one of which is the South line of Adams Road, a distance of 210 feet.

65597-134-1

Oil, Gas & Mineral Lease dated August 17, 1976, from Jay M. Hughes, Jr., as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in the Con. Book 1082, Page 310 of Quachita Parish, Louisiana; said lease covers a certain lot or parcel of ground in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East particularly described as follows: Commence at the Northwest corner of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 14, proceed South 88° - 51 min. E along the North line of said forty a distance of 322'; thence due South a distance of 15' to the south line of the Mildred Road (60' RCW) said point begin Point of Beginning Proper; thence South 88° - 51 minutes East a distance of 10'; thence from last mentioned Point and from Point of Beginning Proper, back due south between parallel lines, a distance and depth of 165 feet. ALL AS PER DESCRIPTION furnished by James R. McCoy, C. E.

65597-135-1

Oil, Gas & Mineral Lease dated August 17, 1976, from Acalene Hughes Lawrence, Kenneth Bernell Lawrence and Patricia Dianne Lawrence Town, as Lessors, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in the Con. Book 1083, Page 29, of Quachita Parish, Louisiana; said lease covers from a intersection of the South right of way line of the Adams Road and the East right of way line of the Gourds Bayou Road measure in a southerly direction along the east line of the Gourds Bayou Road a distance of 620 feet for a Point of Beginning; thence continue Southerly along the East line of said Gourds Bayou Road a distance of 50 feet; thence measure in an Easterly direction parallel to the south right of way line of the Adams Road a distance of 165 feet; thence northerly parallel to the East Right of way line of Gourds Bayou a distance of 50 feet; thence Westerly parallel to the South line of the Adams Road a distance of 165 feet to the Point of Beginning, containing 0.13 acre in SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East of Quachita Parish, Louisiana.

65597-136-1

Oil, Gas & Mineral Lease dated August 19, 1976, from Roy Clinton Eppinetta, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1082, Page 315 of Quachita Parish, Louisiana; said lease covers a certain lot or parcel of ground in the Northwest quarter of Southwest quarter of Section 14, Township 17 North, Range 4 East more particularly described as from the Southwest corner of Northwest quarter of Southwest quarter of Section 14, run N 0° 10' East along the West line of said Northwest quarter of Southwest quarter 393.1 feet to the Point of Beginning; thence continue North 0° 10' West 213.7 feet thence North 88° - 51' West 222.7 feet to the Point of Beginning, containing 1.13 acres in Quachita Parish, Louisiana.

65597-137-1

Oil, Gas and Mineral Lease, dated August 17, 1976, from Willis Crawford Smith, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1082, Page 319 of Quachita Parish, Louisiana; said lease covers a certain lot or parcel of ground located in the East half of East half of Northeast quarter of Southwest quarter of Section 14, Township 17 North, Range 4 East more particularly described as follows: from the northeast corner of the above described ten acre tract, measure westerly along the North line of said Northeast quarter 100 feet; thence southerly parallel to the East line of said forty a distance of 100 feet; thence Easterly in a line parallel to the North line of said forty a distance of 100 feet; thence Northerly along the East line of 100 feet to the Point of Beginning in Quachita Parish, Louisiana.

65597-138-1

Oil, Gas and Mineral Lease, dated August 16, 1976, from Alton Harry Recoully, Jr., as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1082, Page 323 of Quachita Parish, Louisiana; said lease covers a certain tract or parcel of land located in the Southwest Quarter of Southwest Quarter of Section 14, and a certain lot or parcel of ground in the Southwest Quarter of the Southwest Quarter of Section 14 and a certain lot or parcel of ground in the Northwest Quarter of the Southwest Quarter of Section 14 and a certain lot or parcel of ground in the Northwest Quarter of the Southwest Quarter of Section 14 all parcels of land and more fully described on Attachment I.

65597-139-1

Oil, Gas and Mineral Lease, dated August 23, 1976, from Raymond C. Robert and James A. Roberts, Jr., as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1083, Page 293 in Quachita Parish, Louisiana; said lease covers the Southeast Quarter of Northeast Quarter Section 14, Township 17 North, Range 4 East, Quachita Parish, Louisiana.

65597-139-2

Oil, Gas and Mineral Lease, dated August 23, 1976 from James A. Roberts, Jr., as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1082, Page 237, of Quachita Parish, Louisiana; said lease covers Southeast Quarter of Northeast Quarter of Section 14, Township 17 North, Range 4 East.

65597-160-1

Oil, Gas & Mineral Lease dated August 16, 1976, from Claven L. Bass, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Con. Book 1082, Page 794 of Quachita Parish, Louisiana; said lease covers from the intersection of the South right-of-way line of the Adams Road and East right-of-way line of the Gourd's Bayou Road measure in a southerly direction along the East right-of-way line of the Gourd's Bayou Road a distance of 100 feet for a point of beginning, thence continue along the East right-of-way of said Gourd's Bayou Road in a Southerly direction a distance of 210 feet; thence measure in an Easterly direction back between parallel lines, parallel to the South right-of-way line of the Adams Road a distance of 210 feet; containing one (1) acre of land, more or less and all being in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East, Quachita Parish, Louisiana.

65597-162-1

Oil, Gas & Mineral Lease, dated November 13, 1975, from Frank J. Fontana, husband of Ruth Reneau Fontana, as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717213, Con. Book 1062 of Quachita Parish, Louisiana; said lease covers SW $\frac{1}{4}$ NW $\frac{1}{4}$ & SW $\frac{1}{4}$ SW $\frac{1}{4}$ in Section 14, Township 17 North, Range 4 East in Quachita Parish, Louisiana.

65597-163-1

Oil, Gas & Mineral Lease dated November 13, 1975, from Jimmy Don Hudson, as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717214, Con. Book 1062 in Quachita Parish, Louisiana; said lease covers the South 3 acres of the North 10 acres of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$, described as commencing at the SW/c of said forty; thence N 975.45 feet to point of beginning, thence east 1317.36 feet to the East line of said forty, thence North 163.30 feet; thence South 163.30 feet to point of beginning; and the North 6.58 acres of the South Half of the North Half of the Southwest Quarter of the Northwest Quarter, described as commencing at the SW/c of said forty, thence North 760 feet to the point of beginning proper, thence East 1319.11 feet to the East line of said forty, thence North 119.91 feet, thence West 1317.36 feet to the West line of said forty, thence South 215.45 feet to the point of beginning.

65597-163-2

Oil, Gas & Mineral Lease dated August 22, 1977, from Clyde Anderson, widower of Dorothy Lockart, as Lessor, to Justiss-Mears Oil Company Inc., as Lessee, recorded in Con. Book 1109 of Quachita Parish, Louisiana; said lease covers a certain parcel of land in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East, in Quachita Parish, Louisiana, more particularly described as follows: Commence at the Southwest corner of said forty, proceed Northerly, along the West line of said forty a distance of 615 feet to the point of beginning proper; thence continue Northerly along the West line of said forty; a distance of one hundred forty five (145) feet; thence, from last mentioned point and from point of beginning proper back Easterly between parallel lines, both of which are parallel to the South line of said forty, a distance and depth of 300.34 feet, containing one acre, more or less.

65597-164-1

Oil, Gas & Mineral Lease dated November 13, 1975, from Floriaca Free, as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717217 in Con. Book 1062 in Quachita Parish, Louisiana; said lease covers a tract of land in the West half of the Northwest quarter of Southeast quarter of Section 14, Township 17 North Range 4 East in Quachita Parish Louisiana described as: beginning at the NW/c of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$; thence East 450 feet for the point of beginning proper, thence East along the North line of said forty 210 feet; thence South in a line parallel to the West and East boundaries of said forty a distance of 1320 feet to the South boundary of said forty, thence West 210 feet, thence North to the point of beginning proper.

- 65597-165-1 Oil, Gas & Mineral Lease, dated November 21, 1975, from Harvey Fautheree, husband of Maggie Viola Fautheree, as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717218, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covers the NWSEKNEK & NWNEKSWK of Section 14, Township 17 North, Range 4 East, Quachita Parish, Louisiana.
- 65597-166-1 Oil, Gas & Mineral Lease dated November 13, 1975, from William C. Richardson, Elisha R. Richardson and Izola Livingston, as Lessors, to Oakland Corporation, as Lessee, recorded in File No. 717219, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covers NWNEK of Section 14, Township 17 North, Range 4 East in Quachita Parish, Louisiana.
- 65597-166-2 Oil, Gas & Mineral Lease dated November 25, 1975, from John Edward Latham, as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717220 Conv. Book 1062 in Quachita Parish, Louisiana; said lease covers NWNEK of Section 14, Township 17 North, Range 4 East, in Quachita Parish, Louisiana.
- 65597-166-3 Oil, Gas & Mineral Lease, dated August 24, 1977, from Eldon Clark Latham, husband of Patsy J. Wilson, as Lessor, to Justiss- Mears Oil Company, Inc., as Lessee, recorded in File No. 751437 in Conv. Book 1110, Page 622 of Quachita Parish, Louisiana; said lease covers NWNEK Section 14, Township 17 North, Range 4 East in Quachita Parish, Louisiana.
- 65597-167-1 Oil, Gas & Mineral Lease dated November 18, 1975, from Motor Truck Finance Company, as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717721, Conv. Book 1062 in Quachita Parish, Louisiana; said lease covers the North 10 acres of SWK of NWK in Section 14, Township 17 North, Range 4 East in Quachita Parish, Louisiana.
- 65597-168-1 Oil, Gas & Mineral Lease dated November 24, 1975, from Robert N. Johnson and wife, Ruth Davis Johnson, as Lessors, to Oakland Corporation, as Lessee, recorded in File No. 717724, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covers ENEKSEKNEK of Section 14, Township 17 North, Range 4 East in Quachita Parish, Louisiana.
- 65597-169-1 Oil, Gas & Mineral Lease dated November 20, 1975, from Homer C. Powell, husband of Gertrude Self Powell, as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717725, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covers NWNEKSEKNEK of Section 14, Township 14 North, Range 4 East in Quachita Parish, Louisiana.
- 65597-170-1 Oil, Gas & Mineral Lease dated November 21, 1975, from Robert E. Dyer, husband of Reta Strickland Dyer, as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717726, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covers a tract of land in the NEK of SWK & SEK of NWK Section 14, described as: from the Northeast corner of the NEK of SWK measure West along the North line of said forty 320.34 feet to the point of beginning; thence North 21.8 feet to the center line of Moore Road; thence measure along the center line of said road North 31 degrees 3 minutes west 130 feet, thence North 72 degrees, 39 minutes West 100 feet, thence North 54 degrees 31 minutes west 115.6 feet, thence South 1530 7 feet to the South line of the NEK of SWK, thence East along said South line 331.7 feet, thence North 1413.4 feet to the point of beginning.
- 65597-171-1 Oil, Gas & Mineral Lease dated November 24, 1975, from Clayton C. Smith, husband of Estelle Holder Smith, as Lessor, to Oakland Corporation, as Lessee, recorded in file No. 717727, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covering ENEKNEKSWK of Section 14, Township 17 North, Range 4 East in Quachita Parish, Louisiana.

65597-172-1

Oil, Gas & Mineral Leases dated November 26, 1975, from Michael Walden, as Lessor, to Oakland Corporation, as Lessee, recorded in File 717728, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covers a tract of land describing as beginning at the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 14, Township 17 North, Range 4 East, thence easterly along center line of Moore Road a distance of 240 feet, thence Southerly a distance of 30 feet to the point of beginning proper; thence easterly along south right-a-way line of Moore Road 210 feet; thence Southerly 1290 feet, thence westerly 210 feet, thence Northerly 1290 feet to point of beginning proper.

65597-173-1

Oil, Gas & Mineral Lease dated November 20, 1975, from Warren J. Stassi, M.D., as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717729, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covers NE $\frac{1}{4}$ NE $\frac{1}{4}$ & E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East in Quachita Parish, Louisiana.

65597-174-1

Oil, Gas & Mineral Lease dated November 7, 1975, from Warren J. Stassi, husband of Edwina Brady Stassi, as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717730, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covers NE $\frac{1}{4}$ of SE $\frac{1}{4}$ (Less & Except a tract of land in the Southwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14,) Township 17 North, Range 4 East, Quachita Parish, Louisiana.

65597-175-1

Oil, Gas & Mineral Lease dated November 24, 1975, from James S. Duke, husband of Betty Quinn Duke, as Lessor, to Oakland Corporation, as Lessee, recorded in File No. 717731, Conv. Book 1062, of Quachita Parish, Louisiana; said lease covers a tract of land being the West 240 feet of the Northwest Quarter of the Southeast Quarter, more particularly described as beginning at the Northwest corner of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, thence East 240 feet, thence South 1320 feet to the South line of said forty, thence West 240 feet to the Southwest corner of said forty thence North to the place of beginning.

65597-176-1

Oil, Gas & Mineral Lease dated November 15, 1975, from Herbert J. Fatheree, W. O. Fatheree, Johnny Fatheree, Eddie Oser, as Lessors, to Oakland Corporation, as Lessee, recorded in file No. 717732, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covers E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ (Less & Except the following tracts sold by Stephen A. Fatheree; 2 acres to W. O. Fatheree on March 3, 1947 in C. 3. 393, Page 549; 1 acre to Mrs. Sophia Craft on May 17, 1951 in C.B. 480 Page 741 — 1.75 acres to Joel Milton Brown, et al on June 25, 1954, in C. 3. 548, Page 493 — 1/2 acre to Mrs. Agnes Head on July 26, 1957 in C. 3. 550, Page 450 — 1.1 acres to Herbert J. Fatheree on March 22, 1960 in C.B. 694, Page 360, and — .4 acre to W. O. Fatheree on July 1, 1961, in C.B. 737, Page 736, all in the Conveyance Records of Quachita Parish, Louisiana.

65597-177-1

Oil, Gas & Mineral Lease dated December 11, 1975, from Herbert J. Fatheree, as Lessor, to Oakland Corporation, as Lessee, recorded in File 717733, Conv. Book 1062 of Quachita Parish, Louisiana; said lease covers a tract of land in the E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, described as commencing at the northeast corner of said twenty acre tract and running thence South along the East line thereof 245 feet, more or less, to the North line of a tract sold to W. O. Fatheree as per deed in C. 3. 393, Page 549, records of Quachita Parish, thence running back West between parallel lines, one of which is the North line of said twenty acre tract 200 feet, containing 1.1 acres, more or less, Township 17 North, Range 4 East in Quachita Parish, Louisiana.

65597-186-1

Oil, Gas & Mineral Lease dated August 19, 1977, from James H. Smith, husband of Katie Lee Smith, nee Evans, as Lessor, Justiss-Mears Oil Company, Inc., as Lessee, recorded in Conv. Book 1109, of Quachita Parish, Louisiana; said lease covers E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 16 North, Range 4 East of Quachita Parish, Louisiana.

BEGINNING at the southwest corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East, measure N00°-03' E along the east line of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 726.65 feet; thence measure N85°-53' W a distance of 664.75 feet; thence measure S0°-07' W a distance of 782.17 feet to the south line of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$; thence measure N89°-10' E along the south line of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 665.23 feet to the point of beginning, containing 11.13 acres.

A certain lot or parcel of ground in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Fourteen (14) Township Seventeen (17) North, Range Four (4) East, Ouachita Parish, Louisiana, and being more particularly described as follows:

From the southwest corner of Section 14, Township 17 North, Range 4 East, measure N00°-10' E along the west line of said Section 14 a distance of 1501 feet to the NW corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 14; thence measure S38°-51' E along the north line of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 661.5 feet to the POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN; from which point measure S0°-07' W a distance of 691.73 feet; thence S30°-58' E a distance of 664.75 feet to the east line of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$; thence measure N00°-03' E along said east line a distance of 726.65 feet to the NE corner of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$; thence measure N83°-51' W along the north line of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 665.5 feet to the point of beginning, containing 10.32 acres.

A certain lot or parcel of ground in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 14, Township 17 North, Range 4 East, Ouachita Parish, Louisiana, being more particularly described as follows:

BEGINNING at the Northwest corner of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) and from said Point of Beginning, run South 0°-10' West a distance of 440 feet; thence run South 36°-52' East a distance of 222.7 feet; thence run South 0°-10' West a distance of 653.1 feet; thence South 38°-51' East a distance of 440.3 feet; thence South 0°-10' West a distance of 292.1 feet to the South line of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$); thence South 24°-51' East along the South line of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) a distance of 665.5 feet, more or less, to the Southwest corner of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$); thence North 0°-03' East along the East line of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) a distance of 1453.4 feet, more or less, to the Northeast corner of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$); thence North 26°-52' West along the North line of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) a distance of 1222.4 feet, more or less, to the Northwest corner of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) and the Point of Beginning.

From the SW corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East, measure N00°-10' E along the west line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 837.7 feet to the POINT OF BEGINNING; from which point continue N00°-10' E along the west line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 222.7 feet; thence measure S36°-52' E along the south line of property acquired by Andrew M. Moore by deed recorded in Conveyance Record Book 468, Page 466, records of Ouachita Parish a distance of 222.7 feet; thence measure S0°-10' W a distance of 219.7 feet; thence N87°-51' W a distance of 222.7 feet to the point of beginning, containing 1.13 acres.

From the southwest corner of Section 14, Township 17 North, Range 4 East, measure N00°-10' E along the west line of said Section 14 a distance of 839.1 feet; thence S35°-58' E a distance of 464.75 feet to the POINT OF BEGINNING; from which point measure S0°-08' W a distance of 720 feet, more or less to the south, or right descending bank of Youngs Bayou Drainage Canal; thence measure in a southeasterly direction along said bank a distance of 89 feet, more or less, to the south line of Section 14; thence measure N89°-10' E along the south line of Section 14 a distance of 147.23 feet; thence measure N00°-08' E a distance of 782.37 feet; thence N85°-58' W a distance of 200 feet to the point of beginning, containing 1.19 acres, and being a portion of the property acquired by Charles Franklin Summers from Ardon Elbert Jones by deed recorded in Conveyance Record Book 375, Page 464 of the records of Ouachita Parish.

BEGINNING at the Northwest corner of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) and from said Point of Beginning, run South 0° 10' West a distance of 440 feet; thence run South 86° 52' East a distance of 222.7 feet; thence run South 0° 10' West a distance of 653.1 feet; thence South 88° 31' East a distance of 440.3 feet; thence South 0° 10' West a distance of 393.1 feet to the South line of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$); thence South 88° 31' East along the South line of said Northwest Quarter a distance of 661.5 feet, more or less, to the Southwest corner of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$); thence North 0° 03' East along the East line of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) a distance of 1433.4 feet, more or less, to the Northwest corner of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$); thence North 86° 52' West along the North line of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) a distance of 1027.4 feet, more or less, to the Northwest corner of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) and the Point of Beginning.

From the SW corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14, Township 17 North, Range 4 East, measure N0°-10'E along the west line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 837.7 feet to the POINT OF BEGINNING; from which point measure N0°-10'E along the west line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 222.1 feet; thence measure S86°-52'E along the south line of property acquired by Andrew M. Moore by deed recorded in Conveyance Record Book 463, Page 466, records of Ouachita Parish a distance of 222.7 feet; thence measure S0°-10'W a distance of 219.7 feet; thence N87°-31'W a distance of 222.7 feet to the point of beginning, containing 1.13 acres.

From the southwest corner of Section 14, Township 17 North, Range 4 East, measure N0°-10'E along the west line of said Section 14 a distance of 839.1 feet; thence S85°-36'E a distance of 464.73 feet to the POINT OF BEGINNING; from which point measure S0°-08'W a distance of 720 feet, more or less to the south, or right descending bank of Youngs Bayou Drainage Canal; thence measure in a southeasterly direction along said bank a distance of 39 feet, more or less, to the south line of Section 14; thence measure N89°-10'E along the south line of Section 14 a distance of 147.23 feet; thence measure N0°-08'E a distance of 782.37 feet; thence N85°-18'W a distance of 100 feet to the point of beginning, containing 3.39 acres, and being a portion of the property acquired by Charles Franklin Summers from Arden Elbert Jones by deed recorded in Conveyance Record Book 375, Page 376 of the records of Ouachita Parish, Louisiana.

From the southwest corner of Section 14, Township 17 North, Range 4 East, measure N0°-10'E along the west line of said Section 14 a distance of 839.1 feet; thence S85°-36'E a distance of 173.5 feet to the POINT OF BEGINNING; from which point measure S85°-36'E a distance of 201.25 feet; thence measure N0°-07'E a distance of 109.3 feet; thence N87°-33'W a distance of 200.9 feet; thence N0°-10'W a distance of 209.3 feet to the point of beginning, containing 1.40 acres, and being a portion of the property acquired by Glen Moore by deed recorded in Conveyance Record Book 467, Page 468 of the records of Ouachita Parish, Louisiana.

NET REVENUE INTEREST PAYOUT	
Before	After
11538086	.1029834

(Sec 31 T15N-R1W)
CLARK O'QUINN #1

- 65618-18-1 Oil & Gas Lease from Crown Zellerbach Corporation, Lessor, to Hunt Petroleum Corporation, Lessee, recorded in Oil & Gas Book 65, Page 652 in Jackson Parish, Louisiana; said lease covering NE¹/₄NE¹/₄; NE¹/₄NE¹/₄; E¹/₂NE¹/₄; NW¹/₄NE¹/₄ of Section 31 Township 15 North, Range 1 West in Jackson Parish, Louisiana.
- 65618-19 Oil, Gas & Mineral Lease from Dalton D. Freeman, Administrator of the Estate of Mrs. Arta S. Freeman, Lessor, to Jusciss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 69, Page 157 in Jackson Parish, Louisiana; said lease covering the West 15 acres of the SW¹/₄NE¹/₄ of Section 1 Township 14 North, Range 2 West, Jackson Parish, Louisiana.

NET
REVENUE INTEREST
PAYOUT

Before \$
.1755468 .1

(Sec 35 T15N-R2W)

SCOTT WYATT #1

- 65618-2-1 Oil, Gas & Mineral Lease dated December 18, 1974, from Scott Wyatt, as Lessor, to Justiss-Mears Oil, Company, Inc., as Lessee, recorded in Book 54, Page 594 of the records of Jackson Parish, Louisiana; said lease covering the S¹/₄N¹/₄S¹/₄; S¹/₄N¹/₄S¹/₄ & N¹/₄S¹/₄S¹/₄ & E¹/₄S¹/₄ of Section 35 Township 15 North, Range 2 West; S¹/₄S¹/₄ of Section 36 Township 15 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-11-1 Oil, Gas & Mineral Lease dated December 19, 1974, from B. J. Davis, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 54, Page 598 in Jackson Parish, Louisiana; said lease covering N¹/₄N¹/₄S¹/₄ & S¹/₄ (less N¹/₄S¹/₄S¹/₄) & less S¹/₄N¹/₄S¹/₄ in Section 35 Township 15 North, Range 2 West, in Jackson Parish, Louisiana.

NET
REVENUE INTEREST

<u>PAYOUT</u>	
Before	After
.123662	.1134314

CROWN ZELLERBACH NO 2
(Sec 5 T14N-R1W)

- 65601-71-1 Oil, Gas and Mineral Lease dated October 3, 1972, from Twain K. Giddens, Jr.s, husband of Mary Brown Giddens; William R. Giddens, husband of Jacquelyn Brickler Giddens; Joseph L. Ewing, Dorothy Ewing Tucker, Thomas G. Lewis, Jr., and Tandy G. Lewis, as Lessor, to Thomas A. Durham, as Lessee, recorded in Oil & Gas Lease Book 48, Page 389 of the Records of Jackson Parish, Louisiana; said lease covers the West Half of the Northwest Quarter, Section 5, Township 14 North, Range 1 West, Jackson Parish, Louisiana.
- 65601-87-1 Oil, Gas and Mineral Lease dated January 12, 1976, from Dr. Randolph Murphy, as Lessor, to Crown Zellerbach as Lessee, recorded in Oil & Gas Lease Book 56, Page 550 of the Records of Jackson Parish; said lease covers the East Half of the Northwest Quarter, Section 5 Township 14 North, Range 1 West, Jackson Parish, Louisiana.
- 65601-70-1 Oil, Gas and Mineral Lease dated August 24, 1972, from Joel E. Avery, husband of Margerita Avery, as Lessor, to Thomas A. Durham, as Lessee, recorded in Oil & Gas Lease Book 48 Page 466 of the records of Jackson Parish; said lease covers the Northeast Quarter of the Northeast Quarter of Section 5, Township 14 North, Range 1 West, Jackson Parish, Louisiana.
- 65601-88-1 Mineral Lease dated February 27, 1979 Crown Zellerbach Corporation, as Lessor, to Hunt Petroleum Corporation, as Lessee, recorded in Oil & Gas Lease Book 74, Page 407 of the records of Jackson Parish; said Lease covers the Southwest Quarter, the South Half of the Southeast Quarter, the West Half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 5, Township 14 North, Range 1 West, Jackson Parish, Louisiana, LESS AND EXCEPT:
- (A) Commencing at the SW Corner of Section 5, Township 14 North Range 1 West, thence North 82 degrees 41 minutes 14 seconds East 1415.2 feet on the property line between Crown Zellerbach Corporation and Olinkraft, Inc., being the section line between Section 5 and Section 8 both in T14N-R1W, thence North 50 degrees 40 minutes 22 seconds East 2302.8 feet, thence South 32 degrees 38 minutes 14 seconds West 685.1 feet on the property line between Crown Zellerbach Corporation and Harvey C. and Jack E. Womack, being the line bounding the NW 1/4 of SE 1/4 of Section 5, Township 14 North, Range 1 West, and the SW 1/4 of SE 1/4 of Section 5, Township 14 North, Range 1 West, thence North 08 degrees 33 minutes 46 seconds West 611.6 feet on the property line between Crown Zellerbach Corporation and Harvey C. Womack and Jack E. Womack, being the line bounding the NE 1/4 of SW 1/4 of Section 5, Township 14 North Range 1 West, and the Northwest Quarter of the Southeast Quarter of Section 5, Township 14 North, Range 1 West, thence South 50 degrees 40 minutes 22 seconds West 1967.3 feet, thence North 39 degrees 19 minutes 38 seconds West 120.0 feet, thence South 50 degrees 40 minutes 22 seconds West 106.5 feet, thence South 37 degrees 28 minutes 46 seconds East 305.8 feet on the property line between Crown Zellerbach Corporation and Olinkraft, Inc., being the section line

between Section 5 and Section 6, both in T14N-R1W to the point of beginning, containing 53.91 acres, more or less, in Jackson Parish Louisiana.

(B) Commencing at the NE Corner of the SW $\frac{1}{4}$ or SE $\frac{1}{4}$ of Section 5, T14N, R1W, thence South 82 degrees 38 minutes 14 seconds West 512.2 feet on the property line between Crown Zellerbach Corporation and Harvey C. and Jack E. Womack, being the line bounding the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West and the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West thence South 27 degrees 0 minutes 25 seconds East 1422.1 feet, thence North 82 degrees 36 minutes 14 seconds East 70.0 feet on the property line between Crown Zellerbach Corporation and Olinkraft, Inc., being the line bounding Section 5 and Section 6 both in T14N-R1W to the NE Corner of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5, T14N-R1W, thence South 08 degrees 51 minutes 46 seconds East 450.0 feet on the property line between Crown Zellerbach Corporation and Olinkraft, Inc., being the line bounding the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5, T14N-R1W and the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5, T14N-R1W, thence North 70 degrees 06 minutes 14 seconds East 460.0 feet, thence North 14 degrees 10 minutes 22 seconds West 1717.5 feet, thence South 82 degrees 38 minutes 14 seconds West 191.5 feet on the property line between Crown Zellerbach Corporation and Mrs. W. L. Womack, being the line bounding the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, T14N-R1W and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, T14N-R1W to the point of beginning of Tract (B), containing 14.01 acres, more or less, in Jackson Parish, Louisiana.

(C) Commencing at the SW Corner of the SE $\frac{1}{4}$ or NE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West, thence North 82 degrees 36 minutes 14 seconds East 150.0 feet on the property line between Crown Zellerbach Corporation and Mrs. W. L. Womack, being the line bounding SE $\frac{1}{4}$ or NE $\frac{1}{4}$ of Section 5, T14N, R1W and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5 T14N, R1W, thence North 14 degrees 41 minutes 59 seconds East 820.7 feet, thence North 58 degrees 30 minutes 16 seconds East 100.0 feet, thence South 36 degrees 07 minutes 13 seconds West 1045.3 feet, thence North 82 degrees 36 minutes 14 seconds East 211.6 feet, on the property line between Crown Zellerbach Corporation and Harvey C. and Jack E. Womack, being the line bounding the SW $\frac{1}{4}$ or NE $\frac{1}{4}$ of Section 5, T14N, R1W, and the Northwest Quarter of Southeast Quarter Section 5, T14N-R1W to the point of beginning of Tract (C), containing 5.06 acres, more or less, in Jackson Parish, Louisiana.

63601-38-3

Oil, Gas and Mineral Lease dated August 10, 1972 from Jack E. Womack and Harvey C. Womack as Lessors, to Thomas A. Durnam, as Lessee, recorded in Oil & Gas Lease Book 47, Pages 411 and 512 of the records of Jackson Parish; said lease covers the Northwest Quarter of the Southeast Quarter of Section 5, Township 14 North Range 1 West, Jackson Parish, Louisiana.

63601-76-1

Oil, Gas & Mineral Lease dated August 30, 1972 from Robert Keith Womack, Bernice Womack Smith and Elaine Mae Womack Neidig, pursuant to the Judgment of Possession rendered in the Succession of Wiley L. Womack, as Lessors, to Thomas A. Durnam, as Lessee, said lease covers the Northeast Quarter of the Southeast Quarter of Section 5, Township 14 North, Range 1 West, Jackson Parish, Louisiana.

63601-88-1

Mineral Lease from Crown Zellerbach as Lessor, to Hunt Petroleum Corporation, as Lessee, recorded in Oil and Gas Lease Book 74, Page 407 of the records of Jackson Parish; said lease covers that portion of the Southwest Quarter of the Northeast Quarter of Section 5, Township 14 North, Range 1 West, Jackson Parish, Louisiana.

between Section 5 and Section 6, both in T14N-R1W to the point of beginning, containing 53.91 acres, more or less, in Jackson Parish Louisiana.

(3) Commencing at the NE Corner of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, T14N, R1W, thence South 82 degrees 38 minutes 14 seconds West 512.2 feet on the property line between Crown Zellerbach Corporation and Harvey C. and Jack E. Womack, being the line bounding the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West and the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West thence South 27 degrees 0 minutes 25 seconds East 1422.1 feet, thence North 82 degrees 36 minutes 14 seconds East 70.0 feet on the property line between Crown Zellerbach Corporation and Olinkraft, Inc., being the line bounding Section 5 and Section 3 both in T14N-R1W to the NE Corner of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 3, T14N-R1W, thence South 08 degrees 53 minutes 46 seconds East 450.0 feet on the property line between Crown Zellerbach Corporation and Olinkraft, Inc., being the line bounding the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 3, T14N-R1W and the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 3, T14N-R1W, thence North 72degrees 06 minutes 14 seconds East 460.0 feet, thence North 14 degrees 16 minutes 22 seconds West 1717.5 feet, thence South 82 degrees 38 minutes 14 seconds West 293.5 feet on the property line between Crown Zellerbach Corporation and Mrs. W. L. Womack, being the line bounding the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, T14N-R1W and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, T14N-R1W to the point of beginning of Tract (3), containing 24.03 acres, more or less, in Jackson Parish, Louisiana.

(C) Commencing at the SW Corner of the SE $\frac{1}{4}$ or NE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West, thence North 32 degrees 36 minutes 14 seconds East 150.0 feet on the property line between Crown Zellerbach Corporation and Mrs. W. L. Womack, being the line bounding SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5, T14N, R1W and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5 T14N, R1W, thence North 24 degrees 41 minutes 59 seconds East 320.7 feet, thence North 58 degrees 30 minutes 16 seconds West 100.0 feet, thence South 36 degrees 07 minutes 28 seconds West 1045.3 feet, thence North 32 degrees 36 minutes 14 seconds East 211.6 feet, on the property line between Crown Zellerbach Corporation and Harvey C. and Jack E. Womack, being the line bounding the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5, T14N, R1W, and the Northwest Quarter of Southeast Quarter of Section 5, T14N-R1W to the point of beginning of Tract (C), containing .08 acres, more or less, in Jackson Parish, Louisiana.

(D) That portion of the Southwest Quarter of the Northeast Quarter of Section 9, Township 14 North, Range 1 West, lying and being situated above the 100 foot MSL Concor Line, containing 25.47 acres more or less.

55601-38-1

Oil, Gas & Mineral Lease from Crown Zellerbach Corporation as Lessor, to Hunt Petroleum Corporation, as Lessee, recorded in Conveyance Book 150, Page 567 of the records of Jackson Parish; said lease covers

(A) Commencing at the SW Corner of the SW Corner of Section 5, Township 14 North Range 1 West, thence North 82 degrees 41 minutes 14 seconds East 1415.2 feet on the property line between Crown Zellerbach Corporation and Ultracraft, Inc., being the section line between Section 5 and Section 8 both in T14N-R1W, thence North 50 degrees 40 minutes 22 seconds East 2102.3 feet, thence South 32 degrees 18 minutes 14 seconds West 885.1 feet on the property line between Crown Zellerbach Corporation and Harvey C. and Jack E. Womack, being the line bounding the NW 1/4 of SW 1/4 of Section 5, Township 14 North, Range 1 West, and the SW 1/4 of SE 1/4 of Section 5, Township 14 North, Range 1 West, thence North 08 degrees 53 minutes 46 seconds West 611.6 feet on the property line between Crown Zellerbach Corporation and Harvey C. Womack and Jack E. Womack, being the line bounding the NE 1/4 of SW 1/4 of Section 5, Township 14 North, Range 1 West, and the Northwest Quarter of the Southeast Quarter of Section 5, Township 14 North, Range 1 West, thence South 50 degrees 40 minutes 22 seconds West 1967.1 feet, thence North 19 degrees 19 minutes 38 seconds West 120.0 feet, thence South 50 degrees 40 minutes 22 seconds West 108.3 feet, thence South 07 degrees 13 minutes 10 seconds East 305.3 feet on the property line between Crown Zellerbach Corporation and Harvey C. Womack and Jack E. Womack, being the line bounding the NE 1/4 of SW 1/4 of Section 5, Township 14 North, Range 1 West, and the Northwest Quarter of the Southeast Quarter of Section 5, Township 14 North, Range 1 West, thence North 50 degrees 40 minutes 22 seconds East 1415.2 feet on the property line between Crown Zellerbach Corporation and Ultracraft, Inc., being the section line between Section 5 and Section 8 both in T14N-R1W, to the SW Corner of the SW Corner of Section 5, Township 14 North Range 1 West, to the point of beginning.

between Section 5 and Section 6, both in T14N-R1W to the point of beginning, containing 53.91 acres, more or less, in Jackson Parish Louisiana.

(B) Commencing at the NE Corner of the SW $\frac{1}{4}$ or SE $\frac{1}{4}$ of Section 5, T14N, R1W, thence South 82 degrees 38 minutes 14 seconds West 512.2 feet on the property line between Crown Zellerbach Corporation and Harvey C. and Jack E. Womack, being the line bounding the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West and the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West thence South 27 degrees 0 minutes 25 seconds East 1422.1 feet, thence North 82 degrees 38 minutes 14 seconds East 70.0 feet on the property line between Crown Zellerbach Corporation and Olinkraft, Inc., being the line bounding Section 5 and Section 3 both in T14N-R1W to the NE Corner of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 3, T14N-R1W, thence South 08 degrees 53 minutes 46 seconds East 450.0 feet on the property line between Crown Zellerbach Corporation and Olinkraft, Inc., being the line bounding the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 3, T14N-R1W and the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 3, T14N-R1W, thence North 72 degrees 06 minutes 14 seconds East 480.0 feet, thence North 1. degrees 15 minutes 22 seconds West 1717.5 feet, thence South 82 degrees 38 minutes 14 seconds West 293.5 feet on the property line between Crown Zellerbach Corporation and Mrs. W. L. Womack, being the line bounding the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, T14N-R1W and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, T14N-R1W to the point of beginning of Tract (B), containing 24.03 acres, more or less, in Jackson Parish, Louisiana.

(C) Commencing at the SW Corner of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5, Township 14 North, Range 1 West, thence North 82 degrees 38 minutes 14 seconds East 150.0 feet on the property line between Crown Zellerbach Corporation and Mrs. W. L. Womack, being the line bounding SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5, T14N, R1W and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5 T14N, R1W, thence North 24 degrees 41 minutes 59 seconds East 820.7 feet, thence North 38 degrees 30 minutes 25 seconds West 100.0 feet, thence South 36 degrees 07 minutes 28 seconds West 1045.3 feet, thence North 82 degrees 38 minutes 14 seconds East 211.0 feet, on the property line between Crown Zellerbach Corporation and Harvey C. and Jack E. Womack, being the line bounding the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5, T14N, R1W, and the Northwest Quarter of Southeast Quarter of Section 5, T14N-R1W to the point of beginning of Tract (C), containing 4.08 acres, more or less, in Jackson Parish, Louisiana.

(D) That portion of the Southwest Quarter of the Northeast Quarter of Section 5, Township 14 North, Range 1 West, lying and being situated above the 100 foot MSL Contour Line, containing 25.47 acres more or less.

NET	
REVENUE	INTEREST
<u>PAYOUT</u>	
Before	After
.1179029	.0685581
WOMACK #1	
(Sec 32, T15N-R1W)	

- 65601-78-2 Oil Gas and Mineral Lease dated September 1, 1972, from Lois Oliver, the widow of William B. Oliver, Brooks Oliver Hamaker, Florence Oliver Kirby, Lois Oliver Adams and Murphy Oliver, as Lessors to Thomas A. Durnam, husband of Beverly Bain Durnam, as Lessees, recorded in Oil and Gas Lease Book 48, Pages 405 & 446 of the Records of Jackson Parish, Louisiana; said lease covers the Southeast Quarter of the Northwest Quarter of Sec. 32, Township 15 North, Range 1 West, Jackson Parish, Louisiana.
- 65601-81-1 Oil, Gas & Mineral Lease dated August 24, 1972, from L. C. Ewing husband of Louise Ewing, as Lessor, to Thomas A. Durnam, husband of Beverly Bain Durnam, as Lessee, recorded in Oil & Gas Lease Book 48, Page 470 of the Records of Jackson Parish, Louisiana; said lease covers the South Half of the Northwest Quarter of the Northwest Quarter, the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter, Section 32, Township 15 North, Range 1 West, Jackson Parish, Louisiana.
- 65601-83-1 Oil, Gas and Mineral Lease dated August 22, 1972, from William D. Smith, husband of Oma Smith, as Lessor, to Thomas A. Durnam, husband of Beverly Bain Durnam, as Lessee, recorded in Oil and Gas Lease Book 48, Page 483 of the Records of Jackson Parish, Louisiana; said lease covers the North half of the Northwest Quarter of the Northeast Quarter of Section 32, Township 15 North, Range 1 West, Jackson Parish, Louisiana.
- 65601-84-1 Oil, Gas and Mineral Lease dated August 22, 1972, from A. A. Smith, husband of Gladys Womack Smith, as Lessor, to Thomas A. Durnam, as Lessee, recorded in Oil and Gas Lease Book 48, Page 487 of the Records of Jackson Parish, Louisiana; said lease covers the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter, Less and Except therefrom a four acre tract situated in the Northeast Corner of the Northwest Quarter of the Northeast Quarter, described with particularity in Conveyance Book 114, Page 292 of the Records of Jackson Parish, Louisiana, situated in Section 32, Township 15 North, Range 1 West, Jackson Parish, Louisiana.
- 65601-89-1 Oil, Gas and Mineral Lease dated January 9, 1976, from W. L. Browder as Lessor, to Crown Kellerebach Corporation, as Lessee, recorded in Oil & Gas Lease Book 56, Page 346 of the Records of Jackson Parish; said lease covers A four acre tract situated in the Northeast corner of the Northwest Quarter of the Northeast Quarter described as beginning at the Northeast Corner of the Northwest Quarter of the Northeast Quarter and go thence South 139 yards; go thence West 139 yards, go thence North 139 yards; go thence East 139 yards to the point of beginning, Section 32, Township 15 North, Range 1 West, in Jackson Parish, Louisiana.

65601-72-1

Oil, Gas and Mineral Lease dated August 23, 1972 from Docia Womack, widow of W. O. Womack; W. O. Womack, husband of Mary Bagwell; Gladys Womack Smith and Maria Womack Walker, as Lessors, to Thomas A. Durham, husband of Beverly Bain Durham, recorded in Oil & Gas Lease Book 48, Page 425 of the Records of Jackson Parish; said lease covers the Northeast Quarter of the Northeast Quarter and the North 15.22 acres of the Southeast Quarter of the Northwest Quarter of Section 32, Township 15 North, Range 1 West, Jackson Parish, Louisiana.

65601-79

Oil, Gas and Mineral Lease dated August 29, 1972, from Parilee Womack and Haral Brooks Womack, as Lessors, to Thomas A. Durham, husband of Beverly Bain Durham, as Lessee, recorded in Oil & Gas Lease Book 48, Page 521 of the records of Jackson Parish, Louisiana; said lease covers the South 24.78 acres of the Southeast Quarter of the Northeast Quarter of Section 32, Township 15 North, Range 1 West, Jackson Parish, Louisiana.

65601-82-1

Oil, Gas and Mineral Lease dated April 23, 1972, from J. E. Thrasher, husband of Lorine Thrasher, as Lessor, to Thomas A. Durham, husband of Beverly Bain Durham, as Lessee, recorded in Oil & Gas Lease Book 48, Page 495 of the Records of Jackson Parish; said lease covers the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 32, Township 15 North, Range 1 West, Jackson Parish, Louisiana; a tract described as commencing at the Southeast Corner of the Southwest Quarter of the Northeast Quarter and go thence North 120 yards; go thence East 154 yards; go thence North 120 yards; thence West 154 yards to the point of beginning. ALSO, a tract described as beginning 120 yards South of the Northwest corner of the Northeast Quarter of the Southeast Quarter and go thence South 110 yards; go thence East 110 yards; thence North 110 yards; thence West 110 yards to the point of beginning, all in Section 32, Township 15 North, Range 1 West, Jackson Parish, Louisiana.

65601-85-1

Oil, Gas and Mineral Lease dated August 23, 1972, from Rooy Thrasher Carson, the wife of Melvin Carson, as Lessor, to Thomas A. Durham, as Lessee, recorded in Oil and Gas Lease Book 48, Page 491 of the records of Jackson Parish; said lease covers a tract described as beginning at the Northwest Corner of the Northeast Quarter of the Southeast Quarter and go thence East 462 feet for the point of beginning; continue thence East 358 feet; go thence South 1,120 feet; go thence West 990 feet; go thence North 660 feet; go thence East 132 feet; go thence North 660 feet to the point of beginning, all situated in the Northeast quarter of the Southeast Quarter of Section 32, Township 15 North, Range 1 West, Jackson Parish, Louisiana.

65601-80-1

Oil, Gas and Mineral Lease dated August 24, 1972, from J. E. Avery, the husband of Margarita Avery, as Lessor, to Thomas A. Durham, as Lessee, husband of Beverly Bain Durham, as Lessor, recorded in Oil and Gas Book 48, Page 466 of the Records of Jackson Parish; said lease covers the Southeast Quarter of the Southeast Quarter, Less and except therefrom a tract described as beginning at the Northwest Corner of the Southeast Quarter of the Southeast Quarter and go thence East 277 feet; go thence South 735 feet; go thence West 277 feet; go thence North 735 feet to the point of beginning, Section 32, Township 15 North, Range 1 West, Jackson Parish, Louisiana.

65601-86-1

Oil, Gas and Mineral Lease dated September 22, 1972, from Waymon A. Womack, husband of Mildred Womack; Hayward G. Womack, husband of Alice Womack; Maxine Womack Pardue, wife of Hal Pardue; G. D. Womack, husband of Evelyn Womack; Verna Womack Bivens, wife of D. Bivens, as Lessor, to Thomas A. Durham, husband of Beverly Bain Durham, as Lessee, recorded in Oil & Gas Lease Book 48, Page 381 of the Records of Jackson Parish; said lease covers the Southwest Quarter of the Southwest Quarter, the East Half of the Southwest Quarter, the Southwest Quarter of the Southeast Quarter, ten acres on the South side of the Northwest Quarter of the Southeast Quarter, the West six acres of the Southeast Quarter of the Southeast Quarter and two acres situated in the Southwest corner of the Northeast Quarter of the Southeast Quarter, Section 32, Township 15 North, Range 1 West, Jackson Parish, Louisiana.

NET
REVENUE INTEREST

PAYOUT

Before	After
.1590849	.1516915

(Sec 1. 11-K-RN)
B. F. TURNER

- 65613-1-1 Oil, Gas & Mineral Lease dated December 10, 1974, from B. F. Turner, husband of Lucille Richards as Lessors, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Book 54, Page 686 of the records of Jackson Parish Louisiana; said Lease covering the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 16, Township 14 North, Range 2 West; NE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, and NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1, Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65613-7-1 Oil, Gas & Mineral Lease dated December 19, 1974, from Charlene Gilpepper, wife of Lamar Gilpepper as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Oil & Gas Book 54, Page 614 of Jackson Parish, Louisiana; said Lease covering the NW $\frac{1}{4}$ cNW $\frac{1}{4}$ cNW $\frac{1}{4}$ of Section 1 and NW $\frac{1}{4}$ cNE $\frac{1}{4}$ cSE $\frac{1}{4}$ Section 2 both in Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65613-7-2 Oil, Gas and Mineral Lease dated January 10, 1975, from Willis Odell Wyatt Davis, wife of Henry Davis as Lessor, to Justiss-Mears Oil Co., Inc., as Lessee recorded in Oil & Gas Book 54, Page 613 in Jackson Parish, Louisiana; said Lease covering the NW $\frac{1}{4}$ cNW $\frac{1}{4}$ cNW $\frac{1}{4}$ in Section 1 and NW $\frac{1}{4}$ cNE $\frac{1}{4}$ cSE $\frac{1}{4}$ in Section 2, both in Township 14 North, Range 2 West, Jackson Parish, Louisiana.
- 65613-7-3 Oil, Gas & Mineral Lease dated January 2, 1975, from Blanche Wyatt Walsworth, wife of Clarence Walsworth, Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Oil & Gas Book 54, Page 612, Jackson Parish, Louisiana; said Lease covering the NW $\frac{1}{4}$ cNW $\frac{1}{4}$ cNW $\frac{1}{4}$ Section 1 & NW $\frac{1}{4}$ cNE $\frac{1}{4}$ cSE $\frac{1}{4}$ in Section 2 both in Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65613-7-4 Oil, Gas & Mineral Lease dated January 2, 1975, from Connie Lee Wyatt Watts, Lorena Wyatt Smith, Scott Wyatt, Burlana Gregory, Lucile Lee, & Jessie Katz, as Lessors, and Justiss-Mears Oil Company, Inc., as Lessee, recorded in the Oil & Gas Book 54, Page 626, Jackson Parish, Louisiana; said Lease covering NW $\frac{1}{4}$ cNW $\frac{1}{4}$ cNW $\frac{1}{4}$ of Section 1 and NW $\frac{1}{4}$ cNE $\frac{1}{4}$ cSE $\frac{1}{4}$ of Section 2 both in Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65613-8-1 Oil, Gas & Mineral Lease dated January 13, 1975, from Bettie Jo T. Klotz, wife of Frank E. Klotz, Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Oil & Gas Book 54, Page 646, of Jackson Parish, Louisiana; said Lease covering SE $\frac{1}{4}$ SW $\frac{1}{4}$ & SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1 and NE $\frac{1}{4}$ cSE $\frac{1}{4}$ lying East of the creek both in Township 14 North, Range 2, West, Jackson Parish, Louisiana.
- 65613-8-2 Oil, Gas & Mineral Lease dated January 13, 1975, from Bonnie Mae T. Knight, wife of Clyde L. Knight, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 54, Page 650 in Jackson Parish, Louisiana; said Lease covering S $\frac{1}{4}$ SW $\frac{1}{4}$ & S $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ in Section 1 and NE $\frac{1}{4}$ cSE $\frac{1}{4}$ lying East of the creek in Section 2 both in Township 14 North, Range 2 West in Jackson Parish, Louisiana.

65618-9-1

Oil, Gas & Mineral Lease dated January 2, 1976, from Donald A. Wyatt, husband of Peggy Wyatt, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 56, Page 367 in Jackson Parish, Louisiana; said lease covering SW $\frac{1}{4}$ SE $\frac{1}{4}$ & SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying West of the Pine Bluff Road in Section 1, and SE $\frac{1}{4}$ NW $\frac{1}{4}$ (less one acre in NW $\frac{1}{4}$), E $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying South of road and SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, all in Township 14 North, Range 2 West, Jackson Parish, Louisiana.

65618-9-1

Oil, Gas & Mineral Lease dated December 10, 1975, from Audie J. Wyatt, Jr.; Henry D. Wyatt; Christine Wyatt Pardue, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 56, Page 356 of Jackson Parish, Louisiana; said lease covering SW $\frac{1}{4}$ SE $\frac{1}{4}$ & SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying West of the Pine Bluff Road in Section 1 and SE $\frac{1}{4}$ NW $\frac{1}{4}$ (less one acre in NW $\frac{1}{4}$). E $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying south of road and SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, all in Township 14 North, Range 2 West, Jackson Parish, Louisiana.

65618-9-1

Oil, Gas and Mineral Lease dated December 11, 1975, from Jewelene W. Busbice, married to C. A. Busbice, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded Oil & Gas Book 56, Page 362 in Jackson Parish, Louisiana; said lease covering SW $\frac{1}{4}$ SE $\frac{1}{4}$ & SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying west of the Pine Bluff Road in Section 1 and SE $\frac{1}{4}$ NW $\frac{1}{4}$ (less one acre in the NW $\frac{1}{4}$). E $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying south of road; & SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12 all in Township 14 North, Range 2 West in Jackson Parish, Louisiana.

65618-9-3

Oil, Gas & Mineral Lease dated December 10, 1975, from Elaina W. Miller, Jr., married to Joseph Miller, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 56, Page 411 in Jackson Parish, Louisiana; said lease covering SW $\frac{1}{4}$ SE $\frac{1}{4}$ & SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying west of the Pine Bluff Road in Section 1 and SE $\frac{1}{4}$ NW $\frac{1}{4}$ (less one acre in NW $\frac{1}{4}$). E $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying south of road; & SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12 all in Township 14 North, Range 2 West in Jackson Parish, Louisiana.

65618-10-1

Oil, Gas & Mineral Lease dated December 30, 1975 from Leon Kidd, husband of Jessie Mae McQuire, Lessor, to Justiss-Mears Oil Company, Lessee, recorded in Oil & Gas Book 56, Page 441 in Jackson Parish, Louisiana; said lease covering NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 1 Township 14 North, Range 2 West, Jackson Parish, Louisiana.

65618-10-2

Oil, Gas, & Mineral Lease dated July 15, 1976 from Cassia Fritts, et al, Heirs of Rob Hall, Lessor, to Hunt Petroleum Corporation, Lessee, recorded in Oil & Gas Book 58, Page 580 in Jackson Parish Louisiana; said lease covering NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1 Township 14 North Range 2 West, Jackson Parish, Louisiana.

65618-10-3

Oil, Gas & Mineral Lease dated July 15, 1976, from Willie Howard et al, Heirs of Rob Hall, Lessor, to Hunt Petroleum Corporation, Lessee, recorded in Oil & Gas Book 58, Page 543 in Jackson Parish, Louisiana; said lease covering NE $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 1 Township 14 North, Range 2 West, Jackson Parish, Louisiana.

65618-10-4

Co-Lessor's Agreement dated July 15, 1976, from John Henry Henderson, Heirs of Rob Hall, co-lessee, to Hunt Petroleum Corporation, Lessee, recorded in Conv. Book No. 164, Page 134 in Jackson Parish, Louisiana; said lease covering NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1 Township 14 North, Range 2 West in Jackson Parish, Louisiana.

65618-10-5

Co-Lessor's Agreement dated July 15, 1976, from Henry Washington, Heirs of Rob Hall, co-lessee, to Hunt Petroleum Corp., Lessee recorded in Conv. 164, Page 136 in Jackson Parish, Louisiana; said lease covering NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 1, Township 14 North, Range 2 West in Jackson Parish, Louisiana.

65618-10-6

Co-Lessor's Agreement dated July 15, 1976, from Green McGuire, husband of Mary McKewer, Lessor, to Hunt Petroleum Corporation, Lessee, recorded in Conv. Book 164, Page 138 in Jackson Parish, Louisiana; said lease covering NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 1 Township 14 North, Range 2 West, Jackson Parish, Louisiana.

- 65618-10-7 Co-Lessor's Agreement dated July 15, 1976, from Bonnie Mae Brown, widow of James Brown, Heir of Rob Hall, Lessor, to Hunt Petroleum Corporation, Lessee, recorded July 15, 1976 in Conv. 158, Page 330 in Jackson Parish, Louisiana; said lease covering NE/4SE/4 in Section 1, Township 14 North, Range 2 West, Jackson Parish, Louisiana.
- 65618-10-8 Co-Lessor's Agreement dated July 15, 1976, from Oscar James Allen Gary, Heir of Rob Hall, Lessor, to Hunt Petroleum Corporation, Lessee, recorded in Conv. Book 158, Page 139. in Jackson Parish, Louisiana; said lease covering NE/4SE/4 of Section 1, Township 14 North, Range 2 West, Jackson Parish, Louisiana.
- 65618-10-9 Co-Lessor's Agreement dated July 15, 1976, from Charley James Allen, husband of Lule J. Ferral, heir of Rob Hall, Lessor, to Hunt Petroleum Corporation, Lessee, recorded in Conv. Book 158, Page 327 in Jackson Parish, Louisiana; said lease covering NE/4SE/4 Section 1, Township 14 North Range 2 West, Jackson Parish, Louisiana.
- 65618-10-10 Co-Lessor's Agreement dated July 15, 1976, from J. B. Allen, heir of Rob Hall, Lessor, to Hunt Petroleum Corporation, Lessee, recorded July 15, 1976, in Conv. Book 158, Page 328 in Jackson Parish, Louisiana; said lease covering NE/4SE/4 of Section 1, Township 14 North, Range 2 West, Jackson Parish, Louisiana
- 65618-9-4 Oil, Gas and Mineral Lease dated March 11, 1978 from Clarence E. Washington, as Lessor, to Hunt Petroleum Corporation, as Lessee, recorded in Oil and Gas Lease Book 74, Page 91 of Jackson Parish, Louisiana; said lease covers:
- Tract 1: Section 12 SE4 of SE4
 Tract 2: Section 12 One acre situated in the Northwest corner of the SE4 of NW4 and two acres lying South of the Old Pine Bluff Road, situated in the Southeast portion of the W/2 of NE4 of NW4.
 Tract 3: Section 1 NE4 of SE4
- All being located in Township 14 North, Range 2 West of Jackson Parish, Louisiana.

NET
REVENUE INTEREST
PAYOUT

<u>Before</u>	<u>After</u>
.1566103	.1174684

(Sec 6 T14N-R1W)
OLINKRAFT # 2

- 65613-36-1 Oil & Gas Lease dated December 6, 1977, from Whitney National Bank of New Orleans, Lessor, to Hunt Petroleum Corporation, Lessee, recorded in Oil & Gas Book 64, Page 444 in Jackson Parish, Louisiana; said lease covering SW¹/₄SW¹/₄, NW¹/₄SW¹/₄, SE¹/₄SW¹/₄, SE¹/₄SE¹/₄ in Section 6 Township 14 North, Range 1 West in Jackson Parish, Louisiana.
- 65613-36-2 Oil & Gas Lease dated October 19, 1977, from Olinkraft, Inc., Lessor, to Hunt Petroleum Corporation, Lessee, recorded in Oil & Gas Book 64, Page 674 in Jackson Parish, Louisiana; said lease covering SW¹/₄ NW¹/₄, NW¹/₄SW¹/₄, SE¹/₄SW¹/₄, & SE¹/₄SE¹/₄ of Section 6 in Township 14 North, Range 1 West in Jackson Parish, Louisiana.
- 65613-37-1 Oil & Gas Lease dated January 11, 1978, from Crown Tellerbach Corp., Lessor, to Hunt Petroleum Corporation, Lessee, recorded in Oil & Gas Book 67, Page 626 in Jackson Parish, Louisiana; said lease covering NW¹/₄NW¹/₄, NE¹/₄NW¹/₄, SE¹/₄NE¹/₄, NW¹/₄SE¹/₄ of Section 6 Township 14 North, Range 1 West in Jackson Parish, Louisiana.

NET
REVENUE INTEREST

.3120586

(Sec 36 T15N-RCW)
OLINKRAFT E-1

- 65618-2-1 Oil, Gas & Mineral Lease dated December 18, 1974, from Scott Wyatt as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Book 34, Page 594 of the records of Jackson Parish, Louisiana; said lease covering the SW¹/₄SW¹/₄ of Section 36 Township 15 North, Range 2 West; and the SW¹/₄NE¹/₄SW¹/₄; NE¹/₄SE¹/₄SW¹/₄; E¹/₄SE¹/₄ of Section 35 Township 15 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-3-1 Oil, Gas & Mineral Lease dated December 20, 1974, from B. F. Turner, husband of Lucille Richards, as Lessors, to Justiss-Mears Oil Company Inc., as Lessee, recorded in Book 34, Page 686 records of Jackson Parish, Louisiana said lease covering the SE¹/₄SW¹/₄ Section 36 Township 15 North, Range 2 West; NE¹/₄, NW¹/₄SW¹/₄, and NW¹/₄NE¹/₄SW¹/₄ of Section 1 Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-4-1 Oil and Gas Lease dated October 15, 1975, from Whitney National Bank of New Orleans, as Lessor, and Justiss-Mears Oil Company, Inc., as Lessee, recorded in Oil & Gas Book 53, Page 840 of records in Jackson Parish, Louisiana; said lease covering the SE¹/₄, NE¹/₄SW¹/₄, SE¹/₄NW¹/₄ & NE¹/₄NW¹/₄ Less 17.15 acres in the NW¹/₄ thereof in Section 36 Township 15 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-4-2 Oil & Gas Lease dated February 10, 1976 from Olinkraft, Inc., as Lessors, to Hunt Petroleum Corporation, as Lessee, recorded in Oil & Gas Book 59, Page 639, records of Jackson Parish, Louisiana; said lease covering the SE¹/₄, NE¹/₄SW¹/₄, SE¹/₄NW¹/₄, NE¹/₄NW¹/₄, Less 17 acres more or less in the NW¹/₄ NE¹/₄NW¹/₄ of Section 36, Township 15 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-5-1 Oil & Gas Lease dated November 17, 1976, from Crown Zellerbach, as Lessors, to Hunt Petroleum Company, as Lessee, recorded in Oil & Gas Book 60, Page 639 records of Jackson Parish, Louisiana; said lease covering the SE¹/₄NE¹/₄ of Section 36 Township 15 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-6-1 Oil & Gas Lease dated February 10, 1976, from The Continental Group, Inc., as Lessor, to Hunt Petroleum Corporation, as Lessee, recorded in Oil & Gas Book 60, Page 227 records of Jackson Parish, Louisiana; said lease covering the NE¹/₄NE¹/₄, NW¹/₄NE¹/₄, SW¹/₄NE¹/₄ of Section 36, Township 15 North, Range 2 West in Jackson Parish, Louisiana.

NET
REVENUE INTEREST
PAYOUT

Before	After
.160371	.1476562

(Sec 2 T14N-R2W)
H.S. SMITH / 1

- 65613-1-1 Oil, Gas & Mineral Lease dated May 19, 1972, from Connie Lee Wyatt Watts and husband, John A. Watts, as Lessors, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Book 48, Page 679 of records in Jackson Parish, Louisiana; said lease covering SW1/4NW1/4 of Section 2, Township 14 North, Range 2 West; and E1/2NE1/4 Section 36, NW1/4NW1/4 and a square block of land in the NW1/4 of NE1/4NW1/4 in Section 36; SE1/4SW1/4 Section 35; all in Township 15 North, Range 2 West and the SW1/4SE1/4 of Section 27; NW1/4NE1/4 of Section 34, Township 15 North, Range 2, West, all in Jackson Parish, Louisiana.
- 65613-7-1 Oil, Gas & Mineral Lease dated December 19, 1974, from Charlene Culpepper, wife of Lamar Culpepper, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Oil & Gas Book 54, Page 611, in Jackson Parish, Louisiana; said lease covering: NW1/4NW1/4NW1/4 of Section 1 and NW1/4NE1/4SE1/4 in Section 2 both in Township 14 North, Range 2 West, Jackson Parish, Louisiana.
- 65613-7-2 Oil, Gas and Mineral Lease dated January 10, 1975, from Willis Odell Wyatt Davis, wife of Henry Davis, as Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in Book 54, Page 618 in Jackson Parish, Louisiana; said lease covering: NW1/4NW1/4NW1/4 in Section 1; NW1/4NE1/4SE1/4 in Section 2, both in Township 14 North, Range 2 West Jackson Parish, Louisiana.
- 65613-7-1 Oil, Gas & Mineral Lease dated January 2, 1975, from Blanche Wyatt Walsworth, wife of Clarence Walsworth, Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in the Oil and Gas Book 54, Page 622, Jackson Parish, Louisiana; said lease covering: NW1/4NW1/4NW1/4 in Section 1 and NW1/4NE1/4SE1/4 in Section 2, both in Township 14 North Range 2 West in Jackson Parish, Louisiana.
- 65613-7-1 Oil, Gas & Mineral Lease dated January 2, 1975, from Connie Lee Wyatt Watts, Lorene Wyatt Smith, Scott Wyatt, Burlena Gregory, Lucile Lee & Jessie Ketz, as Lessors, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in the Oil and Gas Book 54, Page 626, Jackson Parish Louisiana; said lease covering NW1/4NW1/4NW1/4 of Section 1 and NW1/4NE1/4SE1/4 of Section 2, both in Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65613-8-1 Oil, Gas & Mineral Lease dated January 15, 1975 from Bettie Jo T. Klotz, wife of Frank E. Klotz Lessor, to Justiss-Mears Oil Company, Inc., as Lessee, recorded in the Oil & Gas Book 54, Page 640 in Jackson Parish, Louisiana; said lease covering SE1/4SW1/4 & SE1/4NE1/4SW1/4 of Section 1 and NE1/4SE1/4 lying East of the creek both in Township 14 North, Range 2 West in Jackson Parish, Louisiana.

- 65618-8-2 Oil, Gas, & Mineral Lease dated January 15, 1975, from Bonnie Mae T. Knight, wife of Clyde L. Knight, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 54, Page 600 in Jackson Parish, Louisiana; said Lease covering SE $\frac{1}{4}$ SW $\frac{1}{4}$ & SE $\frac{1}{4}$ NE $\frac{1}{4}$ in Section 1 and NE $\frac{1}{4}$ SE $\frac{1}{4}$ lying East of creek in Section 2, both in Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-12-1 Oil, Gas & Mineral Lease dated December 19th, 1974, from B. W. Stone & Inez Stone, Lessors, to Justiss-Mears Oil Company, Inc., Lessees, recorded in Oil & Gas Book 54, Page 601 in Jackson Parish, Louisiana; said lease covering: SW $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 2, Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-13-1 Oil, Gas & Mineral Lease dated December 19, 1974, from J.E. Stevenson, husband of Grace W. Stevenson now deceased, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 54, Page 606 in Jackson Parish, Louisiana; said Lease covering SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2, Township 14, Range 2 West, Jackson Parish, Louisiana.
- 65618-13-2 Oil, Gas and Mineral Lease dated December 18, 1974, from Charline Culpepper, wife of Lamar Culpepper, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 54, Page 610, in Jackson Parish, Louisiana; said Lease covering: SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 2, Township 14 North, Range 2 West, Jackson Parish, Louisiana.
- 65618-14-1 Oil, Gas and Mineral Lease dated January 10, 1975, from Willie B. Wyatt Davis, wife of Henry Davis, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 54, Page 630 in Jackson Parish, Louisiana; said Lease covering: SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 2, Township 14 North, Range 2 West, Jackson Parish, Louisiana.
- 65618-17-1 Oil, Gas & Mineral Lease dated January 10, 1975, from Blanche Wyatt Walsworth, wife of Clarence Walsworth, Lessor, to Justiss-Mears Oil Company, Inc., Lessee recorded in Oil & Gas Book 54, Page 641, in Jackson Parish, Louisiana; said Lease covering: NW $\frac{1}{4}$ NE $\frac{1}{4}$ in Section 2, Township 14 North, Range 2 West, Jackson Parish, Louisiana.
- 65618-21-1 Oil, Gas & Mineral Lease dated December 18, 1974, from Mrs. Lucille Wyatt Loe, wife of Lloyd Loe, Lessor to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 54, Page 666, in Jackson Parish, Louisiana; said Lease covering NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2 in Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-24-1 Oil, Gas and Minerals Lease dated January 14, 1975, from Loya Stone, Lessor, to Justiss-Mears Oil Company, Inc., Lessee, recorded in Oil & Gas Book 54, Page 678 in Jackson Parish, Louisiana; said Lease covering SE $\frac{1}{4}$ SW $\frac{1}{4}$ in Section 2 and SE $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 3, both in Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-26-1 Oil, Gas & Mineral Lease dated February 3, 1975, from Surlene Gregory, wife of John Gregory, Lessor, to Justiss-Mears Company, Inc., Lessee, recorded in Oil & Gas Book 54, Page 691 in Jackson Parish, Louisiana; said Lease covering NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2 in Township 14 North, Range 2 West in Jackson Parish, Louisiana.
- 65618-35 Oil, Gas & Mineral Lease dated July 13, 1977, from John Thrasher, husband of Lorine Cathey Thrasher, Lessor to Hunt Energy Corporation recorded in Oil & Gas Book 64, Page 34 in Jackson Parish, Louisiana; said Lease covering SE $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 2, Township 14 North, Range 2 West in Jackson Parish, Louisiana.

JENKENS & GILCHRIST

ATTORNEYS

2200 INTERFIRST ONE
DALLAS, TEXAS 75202

TELEPHONE (214) 853-4800

DIRECT DIA.

TELECOPIER (214) 853-4100
TWX 910-861-4047
TELEX 732595

March 29, 1984

Minerals Management Services
Gulf of Mexico Outer Continental
Shelf Region
Department of the Interior
P.O. Box 7944
Metairie, Louisiana 70010

Attention: Ms. Jane Johnson

Re: Collateral Chattel Mortgage, Collateral Mortgage,
Pledge and Assignment of Production by Hassie Hunt
Exploration Company (The "Mortgage") Covering OCS
Leases Numbered OCS-G-3170, OCS-G-2923, OCS-G-1997,
and OCS-G-0437.

Dear Jane:

Please find enclosed four originally-executed counter-
parts and one photocopy of the above referenced Mortgage.
Also enclosed is our firm's check in the amount of \$100.00
to cover the filing fees.

Please file the Mortgage, place an original counterpart
in each of the four respective OCS lease files, and return
to me a copy with the filing information noted thereon,
using the enclosed self-addressed envelope.

I appreciate your prompt attention in this matter.

Sincerely,

Claire Alice Foster

Claire Alice Foster,
Paralegal

CAF/nm
Enclosures

cc: Ms. Dianne Giannetto

As Requested.
Service:

R. J. Bachman

D

APR 6 1984

COLLATERAL CHATTEL MORTGAGE,
COLLATERAL MORTGAGE,
PLEDGE AND ASSIGNMENT OF PRODUCTION

BE IT KNOWN, that on this 22 day of March, 1984, the undersigned authority, a Notary Public in and for the County of Dallas, State of Texas, and in the presence of witnesses hereto subscribed, personally came and appeared Hassie Hunt Exploration Company a corporation incorporated under the laws of the State of Delaware (hereinafter referred to as "Owner"), whose principal address is 1601 Elm Street, 2800 Thanksgiving Tower, Dallas, Texas 75201, herein represented by James L. Parker, its duly authorized President, acting pursuant to duly adopted resolutions of the Board of Directors of such corporation, a certified copy of which is attached hereto and made a part hereof for all purposes, and said Owner through its said representative declared and acknowledged unto me, said Notary, and in the presence of said witnesses, that Owner desires to obtain funds from any person, firm or corporation willing to lend same and that it is desirous of securing the performance of any obligation it has previously incurred and for such purposes, Owner does by these presents declare and acknowledge an indebtedness in the sum of \$50,000,000 and to evidence such indebtedness has executed one certain collateral mortgage note for the sum of \$50,000,000 dated March 15, 1984, made payable to Bearer, due on demand at the principal banking offices of INTERFIRST BANK DALLAS, N.A., which note stipulates to bear interest at the rate of 18% per annum from date thereof until paid, and 10% attorney's fees (hereinafter referred to as the "Note"), which Note (an unexecuted copy of which is attached hereto and made a part hereof and identified as Exhibit "A" hereto) after having been paraphed "Ne Varietur" by me, said Notary Public, for identification with this Act of Collateral Chattel Mortgage, Collateral Mortgage, Pledge and Assignment

of Production (hereinafter referred to as the "Mortgage"), was delivered to Owner who hereby acknowledges receipt thereof, and Owner further declared that the Note would be negotiated for the purpose of raising funds and securing previously incurred obligations, as heretofore stated, and Owner does hereby acknowledge that it is justly indebted unto any future holder or holders of all or any part of the indebtedness evidenced by the Note in the full amount thereof, together with interest, attorney's fees and collection fees, and all other costs and indebtedness provided for herein, should any accrue (any such future holder or holders of the Note are hereinafter referred to as "Bank," whether one or more).

In the event the Note should be placed in the hands of an attorney, to institute legal proceedings to recover the amount thereof, or any part thereof, in principal or interest, or to protect the interests of the holder thereof, or to compromise or to take any other action with regard thereto, the Owner hereby binds itself to pay the fees of the attorney who may be employed for that purpose, which fees are hereby fixed at ten percent (10%) of the amount then owing thereon and sought to be collected, protected or preserved.

AND NOW, for the purpose of enabling Owner to raise funds from any person, firm or corporation willing to lend same and to secure any obligations previously incurred, and in order to secure the full, due and punctual payment of all indebtedness evidenced by the Note, and/or any extension or renewal thereof, as well as all costs, taxes, assessments, charges, insurance premiums, attorney's and collection fees, and other costs and indebtedness incurred and paid hereunder, and to secure the faithful observance and performance of all of the obligations, agreements, covenants, and stipulations contained herein and in the Note, the Owner declares that it does by these presents mortgage,

affect, pledge and hypothecate unto Bank, whether the Note be held by Bank as an original obligation or in pledge, the following rights, interests and properties:

- A. The Owner's right, title and interest now owned or hereafter acquired in and to the oil and gas leases described in Exhibit "B".

(Said interest of Owner collectively referred to as "Owner's Interests," said oil and gas leases collectively referred to as "Leases").

- B. The interest of Owner in, to and under or derived from, all of the presently existing operating agreements, oil and gas sales, purchase, exchange, and processing contracts and agreements, and all other contracts, agreements, and instruments that relate to the Owner's Interests or to the production of oil, gas, and other hydrocarbons from or attributable thereto.

- C. The interest, now or hereafter acquired, of Owner in and to all property and fixtures, including corporeal movables, now or hereafter situated upon or fixed to the Leases, the lands covered thereby, or a unit including all or a part of such lands or the Leases attributable to or dedicated to the exploration of mineral rights covered or affected by the Leases including the participation or inclusion of any of the Leases in any unit or units, or any part thereof, and owned or used in connection with the exploration, development or operation of the Leases or for the production, treating, storing or transportation of oil, gas, or other minerals, including, by way of illustration only and not by way of limitation, all platforms, wells, casing, tubing, tanks, tank batteries, separators, rods, pumps, flow lines, water lines, gas lines, machinery, other equipment, pipelines and power lines.

All of the Owner's rights, interests and properties hereinabove described or referred to under headings A, B and C are hereinafter sometimes collectively referred to as the "Mortgaged Property."

ARTICLE I.

REPRESENTATIONS, WARRANTIES AND COVENANTS

1.1. The Owner represents, warrants and covenants that the Note is a legal, valid and binding obligation of Owner and the Mortgage is a legal, valid and binding obligation of the Owner, that the Owner's Interests in each of the Leases is not less than set forth herein; that the Owner is the lawful owner of the Mortgaged Property, and has good right and authority to mortgage, pledge and hypothecate the same;

that the net revenue interest of Owner in the production from the Leases shall not be less than the percentages set forth in Exhibit "B" hereto; that the Leases are valid and subsisting and are in full force and effect; that all royalties due and payable under the Leases, and that all severance and production taxes payable by Owner have been paid; that all producing wells located on the Leases have been drilled, operated and produced in conformity with all applicable laws and rules, regulations and orders of all regulatory authorities having jurisdiction, and are subject to no penalties on account of past production; that none of such wells are deviated from the vertical more than the maximum permitted by applicable laws, rules and regulations, that such wells are in fact bottomed under and are producing from, and the well bores are wholly within, the lands covered by the Leases and that the Owner warrants and will forever defend the title to the Mortgaged Property against the claims of all persons whomsoever claiming or to claim the same or any part thereof.

1.2. So long as the indebtedness secured hereby or any part hereof remains unpaid, Owner, for itself, its successors and assigns, covenants and agrees with Bank as follows:

(a) To pay and discharge promptly, as and when due, and in apt time to prevent and avoid any sale or forfeiture of the Mortgaged Property therefor, all taxes, assessments, forced contributions, local assessments, and governmental charges of every description which shall, from time to time, be legally imposed, or assessed, or levied by any lawful taxing authority, federal, state or local, upon the Mortgaged Property, or any part thereof, so that the priority of these presents, as herein stipulated for, shall at all times be duly maintained and preserved; provided, however, that Owner shall not be required to pay any such taxes, assessments or charges, so long as the validity, or the amount thereof, shall be contested in good faith by Owner in a court of competent jurisdiction, and so long as such contestation shall remain undetermined; but provided further that in any such event, the Bank, at its option, and as a condition precedent to any such contest, shall be entitled to demand of Owner, and Owner hereby agrees to furnish, adequate security to protect Bank in the premises. In the event Owner should, for any reason, fail to promptly pay and discharge any such taxes, assessments, forced contributions, local assessments, and governmental charges,

as and when due, then Bank shall be authorized to pay the same with full subrogation to all rights of the taxing authorities by reason of such payment and the amounts so paid, up to a maximum sum equal to ten percent (10%) of the original principal amount of the Note, which sum shall be secured by the Mortgage, and Owner, its successors and assigns, covenant and agree that within ten (10) days after payment and demand therefor by Bank, they shall repay the amounts so paid by Bank as taxes, assessments, etc., together with interest thereon at the rate of 10% per annum from date of such payment until said amount is repaid. In case of default on the part of Owner, its successors and assigns, to repay Bank such amount with interest, as aforesaid, then at the election and option of Bank, anything herein or in the Note to the contrary notwithstanding, the whole amount of the indebtedness secured hereby, including the amount paid on account of such taxes, assessments, etc., as aforesaid, shall become immediately due and payable, and the Owner covenants and agrees to pay same upon demand. Nothing herein contained shall be construed, however, as making the payment of such taxes, assessments, etc. obligatory upon Bank, or as making it liable for any loss, damage, or injury resulting from the nonpayment of said taxes, assessments, etc.;

(b) To promptly pay and discharge all debts, claims and demands of whatever name or nature which might by law be entitled to liens superior in rank to that hereby created; but nothing herein contained shall be construed to require Owner to pay any such debt, claim or demand, so long as the validity or amount thereof shall be contested in good faith in a competent court by Owner and such contestation shall remain undetermined; provided, however, that if Owner elects to contest any such debt, claim or demand, Bank, at its option, and as a condition precedent to such contest, shall be entitled to demand of Owner, and Owner agrees to furnish, security satisfactory to Bank to protect the Bank in the premises;

(c) To furnish to Bank, if Bank shall so request, periodic statements showing that all severance taxes due on production of oil or other minerals attributable to the Owner's Interests have been properly paid;

(d) That Owner will promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage or in the execution or acknowledgment thereof, and will execute and deliver any and all additional instruments as may be required to correct such defect, error or omission or to identify any additional properties which are or become subject to this Mortgage;

(e) That Owner will cause the Mortgaged Property to be operated in a good and workmanlike manner in accordance with all applicable laws and rules, regulations and orders promulgated by all duly constituted authorities and in accordance with the provisions of each of the Owner's Interests, and will maintain all of the Mortgaged Property in good operating condition, causing all necessary repairs, renewals, replacements, additions and improvements to be promptly made;

(f) That Owner will observe and comply with all of the terms and provisions, express or implied, of

each of the Owner's interests and all agree maintaining thereto, and will not amend any agreement relating to the Owner's Interests, so as materially to affect the value of the Mortgaged Property, or terminate any of the agreements or other instruments, or surrender, abandon, or release any of the Owner's Interests, in whole or in part;

(g) That Owner will keep insured such portion of the Mortgaged Property that is of an insurable nature and of a character usually insured by persons operating similar properties, and will keep in force public liability insurance in such amounts and of a character usually carried by persons operating similar properties, with companies of recognized responsibility against loss or damage by fire and from other causes customarily insured against and such policies shall name Bank as the loss payee; and in the event of any loss under any of said policies (other than public liability insurance), Bank shall have the right to collect the same, and all amounts so received shall be applied toward costs, charges and expenses, if any, incurred in the collection thereof, then to the payment of the Note and any other indebtedness secured thereby, and any balance remaining shall be subject to the order of the Owner; provided, however, that Owner, if no Event of Default has occurred and is continuing hereunder or if the Bank consents thereto in writing, may receive all or a portion of said proceeds so collected for the sole purpose of reimbursing Owner for expenditures made in repairing or restoring the damaged property.

ARTICLE II.

ASSIGNMENT AND PLEDGE OF PRODUCTION

2.1. For the purpose of additionally securing the payment of all indebtedness secured hereby, and to facilitate the discharge of all such indebtedness, and as cumulative of any and all rights and remedies herein provided for, Owner, effective as of March 15, 1984, at 7:00 a.m., C.S.T., hereby transfers, assigns, conveys, pledges, sets over and delivers to Bank one hundred percent (100%) of all oil, gas and other hydrocarbons accruing to or receivable by Owner by virtue of its ownership in the Owner's Interest (such oil, gas and other hydrocarbons hereinafter collectively referred to as "Hydrocarbons") and all proceeds from the Hydrocarbons (after deduction for production and severance taxes applicable thereto). Owner shall immediately cause all Hydrocarbons and proceeds therefrom to be delivered to the credit of the Bank at InterFirst Bank Dallas, N.A., Dallas, Texas. Furthermore, Owner will furnish to Bank the names of all parties purchas-

ing or receiving any Hydrocarbons and the names of all parties having in their possession any Hydrocarbons or proceeds therefrom; and Owner will promptly execute and deliver any and all transfer orders, division orders, and other instruments that may be requested by Bank for the purpose of effectuating the pledge and assignment made hereunder. All parties producing, purchasing, or receiving any Hydrocarbons or having in their possession any Hydrocarbons or proceeds therefrom are hereby authorized and directed to treat and regard Bank as the assignee and transferee of Owner and entitled in its place and stead to receive the Hydrocarbons and the proceeds therefrom and each of them shall be fully protected in so treating and so regarding the Bank as such assignee and shall be under no obligation to see to the application by Bank of any such proceeds received by it.

2.2. Unless and until an Event of Default shall have occurred hereunder, Owner shall be entitled, to the extent permitted by law, to use, consume, sell or otherwise dispose of the Hydrocarbons and to collect and obtain all such proceeds and to require and enforce the performance of any and all contracts relating to the Hydrocarbons or proceeds, without further consent of or action by Bank; and Bank shall, if the Owner shall so request in writing, deliver to the Owner suitable orders in favor of the Owner or its nominee or nominees for the receipt of such Hydrocarbons and such proceeds and the performance of all acts and things under such contracts. Upon the occurrence of an Event of Default such orders shall be revocable by Bank by written notice to the parties affected thereby.

2.3. Bank is hereby absolved from all liability for failure to enforce collection of the proceeds of the oil, gas and other hydrocarbons so assigned and from all other responsibility in connection therewith, except the responsibility to account to the Owner for funds actually received.

Owner agrees to indemnify and hold harmless Bank against any and all liabilities, actions, claims, judgments, costs, charges and attorney's fees incurred by reason of the assertion that the Bank has received, either before or after the payment in full of the indebtedness secured hereby, proceeds of Hydrocarbons claimed by third persons. The Bank shall have the right to defend against any such claims or actions, employing attorneys of its own selection, and Bank shall have the right to compromise and adjust any such claims, actions and judgments; and in addition to the rights to be indemnified, as herein provided, all amounts paid by Bank in compromise, satisfaction or discharge of any such claim, action or judgment and all court costs, attorney's fees and other expenses of every character incurred by them, limited in the aggregate to twenty-five percent (25%) of the original principal amount of the Note, shall be a demand obligation owing by Owner to Bank, shall bear interest at the rate of 10% per annum from the date of expenditure until paid, all of which shall constitute a portion of the indebtedness secured by the lien evidenced by this Mortgage.

2.4. Nothing herein contained shall detract from or limit the obligation of Owner to make prompt payment of the Note in accordance with its terms and provisions.

ARTICLE III.

WAIVER AND PARTIAL RELEASE

3.1. Bank may, at any time and from time to time in writing:

(a) waive compliance by Owner with any covenant hereinafter made by Owner to the extent and in the manner specified in such writing; or

(b) consent to Owner's commission of any act which hereinafter Owner is prohibited from doing, or to Owner's failure to do any act which hereunder the Owner is required to do, to the extent and in the manner specified in such writing; or

(c) release any part of the Mortgaged Property, or any interest therein, or any proceeds of Hydrocarbons from the lien of this Mortgage.

No such act shall in any way impair the rights of Bank hereunder.

ARTICLE IV.

REMEDIES IN EVENT OF DEFAULT

4.1. The term "Event of Default" as used in this Mortgage shall mean the occurrence of any of the following events:

(a) The Owner shall default in the payment of principal or interest on the Note or on any obligation for which the Note may be pledged as security; or

(b) The Owner shall default in the performance or observance of any term, warranty, covenant, representation, condition or agreement contained herein; or

(c) If the property herein mortgaged, or any portion thereof, be seized in the execution of the writ of executory process, attachment or fieri facias, or of any other legal process; or

(d) The Owner becomes insolvent or makes an assignment for the benefit of creditors; or

(e) A receiver is appointed for all or substantially all of the properties of the Owner or of Owner's interests in the mortgaged Property; or

(f) The Owner is adjudicated a bankrupt or requests, either by way of petition or answer, to be adjudicated a bankrupt, or for any composition, rearrangement, extension, reorganization or other law for the relief of debtors now or hereafter existing, or a petition is filed by creditors of said party in which it is sought that the party be adjudicated a bankrupt or that there be granted with respect to said party any composition, rearrangement, extension, reorganization, or other relief under any bankruptcy law or under any other law for the relief of debtors now or hereafter existing.

4.2. Upon the occurrence of an Event of Default, at the Bank's option, all indebtedness secured hereby in its entirety shall be immediately due and payable, and the liens evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by law. Furthermore, 100% of the proceeds of the oil, gas and other hydrocarbons assigned herein shall thereafter be applied by Bank until the Note and all other indebtedness of Owner to Bank is paid in full.

4.3. Upon the occurrence of an Event of Default, the Bank is authorized prior to or subsequent to the institution

of any foreclosure to enter upon the Mortgaged Property, or any part thereof, and to exercise without interference from Owner any and all rights which Owner has with respect to the management, possession, and operation of the Mortgaged Property. All costs, expenses and liabilities of every character incurred by the Bank or its keeper (as provided in Article 4.7 below) in managing, operating and maintaining such properties, limited in the aggregate to twenty-five percent (25%) of the original principal of the Note, shall constitute a demand obligation owing by Owner to Bank, shall draw interest from date of expenditure until paid at the rate of 10% per annum, all of which shall constitute a portion of the indebtedness secured by the lien evidenced by the Mortgage.

4.4. Owner, for itself, its successors and assigns, does by these presents agree and stipulate that it shall be lawful for, and Owner hereby authorizes, the Bank, upon the occurrence of an Event of Default, to cause all and singular the Mortgaged Property to be seized and sold by executory process, without appraisalment, either in its entirety or in lots or parcels, as Bank may determine, to the highest bidder for cash or on such terms as the Bank in such proceedings may direct; and Owner, for itself and its successors and assigns, hereby acknowledges the obligations secured hereby whether now existing or to arise hereafter and hereby confesses judgment hereof if the obligations are not paid at maturity.

4.5. To the extent allowed by law, Owner hereby waives: (i) the benefit of appraisalment as provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws conferring the same; (ii) the demand and three days' delay accorded by Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (iii) the three days' delay provided by Articles 2331 and 2722 of the Louisiana

Code of Civil Procedure; (iv) the benefit of the other provisions of Articles 2331, 272 and 2723 of the Louisiana Code of Civil Procedure; and (v) any other articles not specifically mentioned above.

4.6. The proceeds of any sale held by any receiver or public officer in foreclosure of the liens evidenced hereby shall be applied:

First: To the payment of all necessary costs and expenses incident to such foreclosure sale, including, but not limited to, all court costs and charges of every character;

Second: To the payment of the indebtedness secured hereby, first to the unpaid interest thereon, and second, to unpaid principal thereon; and

Third: The remainder, if any there shall be, shall be paid to Owner, its successors or assigns as their interests may appear.

The Bank shall have the right to become the purchaser at any sale held by any receiver or public officer, and Bank shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the indebtedness secured hereby owing to the Bank or, if the Bank holds less than all of such indebtedness, the pro rata part thereof owing to the Bank.

4.7. All remedies herein expressly provided for are cumulative of any and all other remedies now existing at law, and the Bank shall, in addition to the remedies herein provided, be entitled to avail itself of all such other remedies as may now or hereafter exist at law for the collection of said indebtedness, the enforcement of the covenants herein, and the foreclosure of the lien evidenced hereby; the resort to any remedy provided for hereunder or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies. Bank shall have the right to appoint a keeper of the Mortgaged Property pursuant to the terms and provisions of La. R.S. 9:5131 et seq.

4.8. The Bank may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the indebtedness secured hereby, in whole or in part, and in such portions and in such order as may seem best to the said Bank in its sole and controlled discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits, or liens evidenced by this instrument.

4.9. If, while the Mortgage is in effect, the title of Owner, its successors or assigns, to the property herein described or any part thereof or the priority of the lien of the Mortgage, is questioned or attacked, directly or indirectly, by suit or other judicial proceedings, or in any manner, or if a controversy of any nature arises relative to such title or the priority of such lien, after this Mortgage is released, any person shall not claim or demand against Bank on account of any action or omission of Bank, Owner agrees to protect and save harmless Bank from any such costs, loss, damage, or claim by reason of such attack, controversy, suit, claim or demand, and Bank is hereby authorized and instructed at the cost and expense of Owner, to take such steps as in the judgment of Bank may be necessary or proper to defend against such claim, demand, controversy, suit or attack, including the employment of counsel and the prosecution and defense of litigation; and the expenses incurred in such proceeding, including all sums paid for attorney's fees, court costs, and all other expenses of every kind and nature, not to exceed 25% of the original principal amount of the Note secured hereby, while this Mortgage remains in effect, shall become an additional part of the debt secured hereby, bearing the rate of interest of 10% per annum, be payable on demand, and be secured by the lien and privilege of this Mortgage (the same not having been previously released) upon

the Mortgaged Property and whether before or after this Mortgage is released, Owner agrees to pay to Bank on demand all such sums and expenses paid and suffered by Bank and that the same shall be secured by subrogation to all the rights, liens, equities, superior title, and benefits held, owned, possessed, and received at any time by any owner or holder of any claim, lien, assessment, charge, or expense so paid. The rights of Bank secured hereby under this paragraph may be availed of by Bank and exercised at any time regardless of whether the indebtedness secured hereby be then due or not; and it is distinctly understood that the release of this Mortgage shall not relieve Owner of its liability to save Bank harmless from any damage suffered by Bank on account of any claim or demand made against it after release of this Mortgage.

4.10. Upon the occurrence of an Event of Default, Owner grants Bank its power of attorney to act for and on behalf of Owner in all transactions with the Bureau of Land Management of the United States Department of the Interior, or with any other agency, department or subdivision of any state or of the United States of America relating to any of the Mortgaged Property. Further upon request of Bank, Owner shall execute and deliver any documents or instruments for the purpose of effectuating the foregoing.

ARTICLE V.

MISCELLANEOUS PROVISIONS

5.1. This act is in all respects to be construed under the laws of the State of Louisiana, including, but not limited to, La. R.S. 31:203 et seq. as (i) a mortgage, hypothecation, pledge, and confession of judgment by Owner in favor of Bank, and (ii) as a pledge and assignment of production in favor of Bank, to secure the payment of the principal and interest of the Note and also to secure all attorney's fees, costs, charges, and the performance of all obligations of Owner contained herein and in the Note.

5.2. The parties hereto waive the production of any mortgage, conveyance, and tax certificates and agree to hold the undersigned Notary harmless in the premises.

5.3. The terms, provisions, covenants, and conditions hereof shall be binding upon the Owner, its successors and assigns, and shall inure to the benefit of the Bank whether or not expressly provided for herein.

Dana L. Schultz hereby accepts this Act of Collateral Chattel Mortgage, Collateral Mortgage, Pledge and Assignment of Production on behalf of Bank.

IN WITNESS WHEREOF, the Owner and Dana L. Schultz have executed this Act of Collateral Chattel Mortgage, Collateral Mortgage, Pledge and Assignment of Production in multiple originals before me, the undersigned Notary Public in and for the County of Dallas, State of Texas, in the presence of the undersigned two competent witnesses, who have hereunto signed their names with the said Appearers and me, said Notary Public.

WITNESSES:

HASSIE HUNT EXPLORATION COMPANY

Margaret C. Zarrow
Irene Watson

By: James L. Parker
James L. Parker, President

WITNESSES:

INTERFIRST BANK DALLAS, N.A.

Tony O. H. Lutz
Diane M. Lyons

By: Dana L. Schultz
Dana L. Schultz,
Banking Officer

Charlotte B. Tiedt
Notary Public

My Commission Expires:

CHARLOTTE B. TIEDT, Notary Public

My Commission Expires: December 15, 1934.

EXHIBIT "A"

COLLATERAL MORTGAGE NOTE

\$50,000,000

Dallas, Texas

March 15, 1984

FOR VALUE RECEIVED, On Demand, the undersigned, a corporation incorporated under the laws of the State of Delaware, promises to pay to Bearer, at the main banking offices of InterFirst Bank Dallas, N.A., in Dallas, Texas, the sum of FIFTY MILLION DOLLARS (\$50,000,000), together with interest thereon from the date hereof until paid at a rate of eighteen percent (18%) per annum.

In the event this Note should be placed in the hands of an attorney, to institute legal proceedings to recover the amount hereof, or any part hereof, in principal or interest, or to protect the interests of the holder hereof, or to compromise or take any other action with regard thereto, the maker hereby binds itself to pay the fees of the attorney who may be employed for that purpose, which fees are hereby fixed at ten percent (10%) of the amount then owing hereon and sought to be collected, protected or preserved.

The parties hereto hereby waive presentment for payment, demand, notice of nonpayment, protest, and all pleas of division and discussion, and agree that the time of payment hereof may be extended from time to time, one or more times, without notice of such extension or extensions and without previous consent, hereby binding themselves in solido, unconditionally and as original promisors, for the payment hereof in principal, interest, costs and attorney's fees. No delay on the part of the holder hereof in exercising any rights hereunder shall operate as a waiver of such rights.

HASSIE HUNT EXPLORATION COMPANY

By:

James L. Parker, President

"Ne Varietur"

For identification with an Act
of Collateral Chattel Mortgage,
Collateral Mortgage, Pledge and
Assignment of Production passed
before me this ____ day of
____, 1984.

Notary Public

My Commission Expires:

EXHIBIT B

LOUISIANA OUTER CONTINENTAL SHELF LEASES
SHIP SHOAL AREA LEASES

A 6% working interest equal to .05 revenue interest in and to all (8/8) of production from that certain Oil and Gas Lease from the United States of American, as Lessor, to Ashland Oil, Inc., Highland Resources, Inc., Hunt Oil Company, Ladd Petroleum Corporation, and Placid Oil Company, as Lessees, effective as of July 1, 1975, identified in the Office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G-3170, describing the following area, to-wit:

All of Block 290, Ship Shoal Area - South Addition, as shown on OCS official Leasing Map, Louisiana Map No. 5A.

A 6% working interest equal to a .05 revenue interest in and to all (8/8) of production from that certain Oil and Gas Lease from the United States of American, as Lessor, to Ashland Oil, Inc., Hamilton Brothers Oil Company, Highland Resources, Inc., Hunt Oil Company, LVO Corporation and Placid Oil Company, as Lessees, effective as of December 1, 1974, identified in the Office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G-2923, describing the following, to-wit:

N 1/2; S 1/4 of Block 291, Ship Shoal Area - South Addition, OCS Official Leasing Map, Louisiana Map No. 5A.

WEST CAMERON AREA LEASE

A 10% working interest equal to a .0833 revenue interest in and to all (8/8) of production from that certain Oil and Gas Lease from the United States of America, as Lessor, to Trans Ocean Oil, Inc., Hamilton Brothers Oil Company, Hamilton Brothers Petroleum Corporation, Placid Oil Company, and Kewanee Oil Company, as Lessees, effective as of January 1, 1971, identified in the Office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G-1997, describing the following area, to wit:

All of Block 171, West Cameron Area, Official Leasing Map, Louisiana Map No. 1.

ST. MARY AREA LEASE

A 66.7% working interest equal to a .5556 revenue interest in and to all (8/8) of production from that certain Oil and Gas Lease from the United States of America, as Lessor, to Ray Lee, as Lessee, effective as of January 1, 1955, identified in the Office of the Bureau of Land Management, Department of the Interior as Outer Continental Shelf Lease OCS-G-2437, describing the following area, to-wit:

All of Block 199, Eugene Island Area as shown on official leasing map, La. Map No. 4 Outer Continental Shelf Leasing Map (Louisiana offshore operations)

WELL NAMES: South Pass Block 24, 8,800ft R D Sand Unit;
State Lease 2484 & Buras Levy District-D Well
No. 7-D.

South Pass Block 24, 8,800ft R D Sand Unit,
State Lease 2484 & Buras Levy District-D Well
No. 10-D.

South Pass Block 24, 8,800ft R D Sand Unit,
State Lease 2484 & Buras Levy District-D Well
No. 12-D.

LEASE NO.

DESCRIPTION

28625 That certain Oil, Gas & Mineral Lease executed by the State Mineral Board for the State of Louisiana, as Lessor, in favor of Hassie Hunt Trust, as Lessee, dated April 15, 1954, and recorded in the Records of Plaquemines Parish, Louisiana, on the 13th day of May, 1954, under C.O.B. No. 174, Folio 1049, covering Tract 5599 as therein described and estimated to contain approximately 1,830 acres, all more fully shown outlined in red on a plat on file in the State Land Office; INSOFAR AND ONLY INSOFAR as said lease is covered in and affected by Tract 24 established pursuant to the State of Louisiana, Department of Conservation, Order No. 227-DD, dated May 22, 1969; and ALSO INSOFAR AND ONLY INSOFAR as said lease covers the three above named wells.

Net Revenue Interest

.3883636

EXHIBIT B

TRANS MATCH # 1 WELL

Working Interest .2500, Net Revenue Interest .1977014

1. Lease dated February 2, 1977, executed by Trans Match, Inc., as Lessor, to Hunt Petroleum Corporation, as Lessee, recorded in Book 2552, page 223, of the Conveyance Records of East Baton Rouge Parish, Louisiana.
2. Lease dated December 8, 1976, executed by the State Mineral Board of the State of Louisiana, as Lessor, to John L. Copeland, as Lessee, recorded in Book 2546, Folio 626 of the Conveyance Records of East Baton Rouge Parish, Louisiana and recorded in Book 141, No. 33 of the Conveyance Records of West Baton Rouge Parish, Louisiana, said lease being identified as State Lease Number 7150.
3. Lease dated August 10, 1977, executed by the State Mineral Board of the State of Louisiana, as Lessor, to Hunt Petroleum Corporation, Hassie Hunt, Incorporated and The Rosewood Corporation, as Lessees, recorded in Book 2620, Page 435 of the Conveyance Records of East Baton Rouge Parish, Louisiana, and recorded in Book 147, No. 93 of the Conveyance Records of West Baton Rouge Parish, Louisiana, said lease being identified as State Lease Number 7384.
4. Corrected Oil & Gas Lease, executed by the State Mineral Board of the State of Louisiana, as Lessor, to Hunt Petroleum Corporation, Hassie Hunt, Incorporated, and The Rosewood Corporation, as Lessees, recorded in Book 2690, Folio 680 of the Conveyance Records of East Baton Rouge Parish, Louisiana, and recorded in Book 153, No. 147 of the Conveyance Records of West Baton Rouge Parish, Louisiana.

EXHIBIT B

W. J. GREENE # A-3 WELL

Working Interest 1.00, Net Revenue Interest ~~.998125~~ .8125 *JS*

1. Lease d September 30, 1959, executed by Frank Greene, as
Lessor. Fessie Hunt Trust, as Lessee, recorded as document
numbe 004 of the Oil, Gas and Mineral Lease Records of
Clait Parish, Louisiana.

EXHIBIT B

WELL NAME: SHRINER'S HOSPITAL #A-1 NET REVENUE INTEREST -.0995009

LEASE NO. DESCRIPTION

55198(A) 1. That certain oil, gas and mineral lease executed by W. F. Patterson, as Lessor, in favor of Bob L. Herd, as Lessee, dated March 4, 1975, and recorded in the Records of Claiborne Parish, Louisiana, on April 25, 1975, under Register No. 269936, covering the following described property, to-wit:

TOWNSHIP 21 NORTH - RANGE 4 WEST:

Section 23 - NW/4 NE/4
Claiborne Parish, Louisiana

55240(C) 2. That certain oil, gas and mineral lease executed by George Love, as Lessor, in favor of Bob L. Herd, as Lessee, dated March 7, 1975, and recorded in the Records of Claiborne Parish, Louisiana, on April 25, 1975, under Register No. 269935, covering the following described property, to-wit:

TOWNSHIP 21 NORTH - RANGE 4 WEST:

Section 13 - W/2 SW/4, S/2 NW/4, 3 acres more or less,
located in the SE Corner of the SE/4 NE/4 NW/4;

Section 14 - E/2 SE/4;

Section 23 - E/2 NE/4
Claiborne Parish, Louisiana.

55240(D) 3. That certain oil, gas and mineral lease executed by William Oscar McClellan, Jr., and Gayle P. Littles, as Lessors, in favor of Bob L. Herd, as Lessee, dated June 7, 1975, and recorded in the Records of Claiborne Parish, Louisiana, on July 9, 1975, under Register No. 270786, covering the following described property, to-wit:

TOWNSHIP 21 NORTH - RANGE 4 WEST:

Section 13 - W/2 SW/4, S/2 NW/4, 3 acres more or less,
located in the SE Corner of the SE/4 NE/4 NW/4;

Section 14 - E/2 SE/4;

Section 23 - E/2 NE/4,
Claiborne Parish, Louisiana.

EXHIBIT B

LEASE NO.

DESCRIPTION

55240(E) 4. That certain oil, gas and mineral lease executed by Gertrude McClellan Washington, as Lessor, in favor of Bob L. Herd, as Lessee, dated June 7, 1975, and recorded in the Records of Claiborne Parish, Louisiana, on July 9, 1975, under Register No. 270787, covering the following described property, to-wit:

TOWNSHIP 21 NORTH - RANGE 4 WEST:

Section 13 - W/2 SW/4, S/2 NW/4, 3 acres more or less, located in the SE Corner of the SE/4 NE/4 NW/4;

Section 14 - E/2 SE/4;

Section 23 - E/2 NE/4,
Claiborne Parish, Louisiana.

55450 5. That certain oil, gas and mineral lease executed by Shriners Hospital for Crippled Children, a Colorado Corporation, as Lessor, in favor of Hassie Hunt Trust, as Lessee, dated August 11, 1970, and recorded in the Records of Claiborne Parish, Louisiana, under Register No. 254292, which is found in Conveyance Book 365, at page 417, covering the following described property, to-wit:

TOWNSHIP 21 NORTH - RANGE 4 WEST:

Section 23 - SW/4 NE/4, NW/4, and NW/4 SW/4
Claiborne Parish, Louisiana.

WELL NAME: J. P. LINDSEY #1-B NET REVENUE INTEREST - .65625

5506(A) 1. That certain oil, gas and mineral lease executed by Paul H. McKnight, et al, as Lessors, in favor of Hassie Hunt Trust, as Lessee, dated April 2, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on April 30, 1968, under Register No. 247451, which is found in Conveyance Book 347, at page 641; and

5506(B) 2. That certain oil, gas and mineral lease executed by Harry W. Pfeifer, Jr., et al, as Lessors, in favor of Hassie Hunt Trust, as Lessee, dated April 5, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on April 30, 1968, under Register No. 247452, which is found in Conveyance Book 347, at page 645; and

5506(C) 3. That certain oil, gas and mineral lease executed by Lucille Rosenfield, as Lessor, in favor of Hassie Hunt Trust, as Lessee, dated April 9, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on April 30, 1968, under Register No. 247453, which is found in Conveyance Book 347, at page 649; and

5506(D) 4. That certain oil, gas and mineral lease executed by Mrs. Rosa P. Isacson, as Lessor, in favor of Hassie Hunt Trust, as Lessee, dated April 8, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on April 30, 1968, under Register No. 247454, which is found in Conveyance Book 347, at page 653; and

EXHIBIT B

<u>LEASE NO.</u>	<u>DESCRIPTION</u>
5506(E)	<p>5. That certain oil, gas and mineral lease executed by Mary Brown Williams Lebetter, et al, as Lessors, in favor of Hassie Hunt Trust, as Lessee, dated April 8, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on May 16, 1968, under Register No. 247570, which is found in Conveyance Book 348, at page 3,</p> <p>all of said leases covering the following described property:</p> <p><u>TOWNSHIP 22 NORTH - RANGE 4 WEST:</u> Section 35 - NW/4 SE/4 and N/2 SW/4 SE/4, Claiborne Parish, Louisiana.</p>
50579	<p>6. That certain oil, gas and mineral lease executed by Glen T. Bays, et al, as Lessors, in favor of Hassie Hunt Trust, as Lessee, dated August 5, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on August 22, 1968, under Register No. 248328, which is found in Conveyance Book 349, at page 708, covering the following described property:</p> <p><u>TOWNSHIP 22 NORTH - RANGE 4 WEST:</u> Section 35 - NE/4 SE/4 Section 36 - N/2 SW/4 Claiborne Parish, Louisiana.</p>
50673	<p>7. That certain oil, gas and mineral lease executed by Floy Thompson Flurry, et al, as Lessors, in favor of Hassie Hunt Trust, as Lessee, dated August 1, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on September 5, 1968, under Register No. 248439, which is found in Conveyance Book 350 at page 42, covering the following described property:</p> <p><u>TOWNSHIP 22 NORTH - RANGE 4 WEST:</u> Section 35 - S/2 SW/4 SE/4 and SE/4 SE/4, Claiborne Parish, Louisiana.</p>
50673(A)	<p>8. That certain oil, gas and mineral lease executed by Mrs. Mary Lee Meadors, et al, as Lessors, in favor of Hassie Hunt Trust, as Lessee, dated September 24, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on October 30, 1968, under Register No. 248518, which is found in Conveyance Book 350, at page 667, covering the following described property:</p> <p><u>TOWNSHIP 22 NORTH - RANGE 4 WEST:</u> Section 35 - All that part of the S/2 SW/4 SE/4 and SE/4 SE/4, included within the Bodcaw Sand Unit created and established by Louisiana Department of Conservation Order No. 9-C-19. Claiborne Parish, Louisiana.</p>

EXHIBIT B

WELL NAME: HARRELL NO. B-1 NET REVENUE INTEREST - .7813476

LEASE NO. ASSIGNATION

3886(E) 1. That certain oil, gas and mineral lease executed by Annie M.
5509(E) Harrell, as Lessor, in favor of Hassie Hunt Trust, as Lessee,
dated April 1, 1968, and filed for record in the Records of
Claiborne Parish, Louisiana, on April 30, 1968, under Register
No. 247449, which is found in Conveyance Book 345, at page 899;
and

3886(F) 2. That certain oil, gas and mineral lease executed by Fred L.
5509(F) Jackson, et al, as Lessors, in favor of Hassie Hunt Trust,
as Lessee, dated April 1, 1968, and filed for record in the
Records of Claiborne Parish, Louisiana, on April 30, 1968,
under Register No. 247450, which is found in Conveyance Book
345, at page 903;

both of said leases covering the following described prop-
erty, to-wit:

TOWNSHIP 22 NORTH - RANGE 4 WEST:
Section 35 - NW/4 SW/4,
Claiborne Parish, Louisiana

3892(B) 3. That certain oil, gas and mineral lease executed by Ira W.
5594(B) Nolen, as Lessor, in favor of Hassie Hunt Trust, as Lessee,
dated June 8, 1965, and filed for record in the Records of
Claiborne Parish, Louisiana, on July 2, 1965, under Register
No. 237915, which is found in Conveyance Book 316, at page
89, covering the following described property, to-wit:

TOWNSHIP 22 NORTH - RANGE 4 WEST:
Section 34 - W/2 SE/4,
Claiborne Parish, Louisiana

5506(A) 4. That certain oil, gas and mineral lease executed by Paul
H. McKnight, et al, as Lessors, in favor of Hassie Hunt
Trust, as Lessee, dated April 2, 1968, and filed for re-
cord in the Records of Claiborne Parish, Louisiana, on
April 30, 1968, under Register No. 247451, which is found in
Conveyance Book 347, at page 641; and

5506(B) 5. That certain oil, gas and mineral lease executed by Harry
W. Pfeifer, Jr., et al, as Lessors, in favor of Hassie Hunt
Trust, as Lessee, dated April 5, 1968, and filed for record
in the Records of Claiborne Parish, Louisiana, on April 30,
1968, under Register No. 247452, which is found in Convey-
ance Book 345, at page 645; and

5506(C) 6. That certain oil, gas and mineral lease executed by Lucille
Rosenfield, as Lessor, in favor of Hassie Hunt Trust, as
Lessee, dated April 9, 1968, and filed for record in the
Records of Claiborne Parish, Louisiana, on April 30, 1968,
under Register No. 247453, which is found in Conveyance Book
347, at page 649; and

EXHIBIT B

LEASE NO.

DESCRIPTION

- 5506(D) 7. That certain oil, gas and mineral lease executed by Rosa P. Isacson, as Lessor, in favor of Hassie Hunt Trust, as Lessee, dated April 8, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on April 30, 1968, under Register No. 24754, which is found in Conveyance Book 347, at page 653; and
- 5506(E) 8. That certain oil, gas and mineral lease executed by Mary Brown Williams Lebetter, et al, as Lessors, in favor of Hassie Hunt Trust, as Lessee, dated April 8, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on May 16, 1968, under Register No. 247570, which is found in Conveyance Book 348, at page 3;
- all of said leases covering the following described property, to-wit:
- TOWNSHIP 22 NORTH - RANGE 4 WEST:
Section 35 - NE/4 SW/4
Claiborne Parish, Louisiana.
- 5595(A) 9. That certain oil, gas and mineral lease executed by Monette Green Levy, as Lessor, in favor of Hassie Hunt Trust, as Lessee, dated April 1, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on April 30, 1968, under Register No. 247456, which is found in Conveyance Book 347, at page 661; and
- 5595(B) 10. That certain oil, gas and mineral lease executed by George H. Mills, as Lessor, in favor of Hassie Hunt Trust, as Lessee, dated April 22, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on April 30, 1968, under Register No. 247457, which is found in Conveyance Book 347, at page 665; and
- 5595(C) 11. That certain oil, gas and mineral lease executed by Marion Ray Fowler, et al, as Lessors, in favor of Hassie Hunt Trust, as Lessee, dated April 8, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on May 16, 1968, under Register No. 247511, which is found in Conveyance Book 348, at page 7; and
- 5595(D) 12. That certain oil, gas and mineral lease executed by Jewel Earline Lowrey, et al, as Lessors, in favor of Hassie Hunt Trust, as Lessee, dated April 8, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on May 15, 1968, under Register No. 247563, which is found in Conveyance Book 347, at page 667;

all of said leases covering the following described property, to-wit:

TOWNSHIP 22 NORTH - RANGE 4 WEST:
Section 35 - NE/4 SW/4,
Claiborne Parish, Louisiana.

EXHIBIT B

<u>LEASE NO.</u>	<u>DESCRIPTION</u>
50174	<p>13. That certain oil, gas and mineral lease executed by Mary Lee Shirey, et al, as Lessors, in favor of Hassie Hunt Trust, as Lessee, dated April 3, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on April 30, 1968, under Register No. 247458, which is found in Conveyance Book 347, at page 660, covering the following described property, to-wit:</p> <p><u>TOWNSHIP 22 NORTH - RANGE 4 WEST:</u> <u>Section 35 - SE/4 SW/4,</u> Claiborne Parish, Louisiana.</p>
WELL NAME:	FLOYD LEASE NO. 1-D NET REVENUE INTEREST - .7621524
50651	<p>1. That certain oil, gas and mineral lease executed by Elizabeth Green Deacon, et al, as Lessors, in favor of Hassie Hunt Trust, as Lessee, dated August 3, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on August 29, 1968, under Register No. 248385, which is found in Conveyance Book 349, at page 830, covering the following described property, to-wit:</p> <p><u>TOWNSHIP 21 NORTH - RANGE 4 WEST:</u> <u>Section 2 - SE/4 NE/4 and E/2 SW/4 NE/4,</u> Claiborne Parish, Louisiana.</p>
50652	<p>2. That certain oil, gas and mineral lease executed by Eunice Green, as Lessor, in favor of Hassie Hunt Trust, as Lessee, dated August 7, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on August 29, 1968, under Register No. 248386, which is found in Conveyance Book 349, at page 834, covering the following described property, to-wit:</p> <p><u>TOWNSHIP 21 NORTH - RANGE 4 WEST:</u> <u>Section 2 - W/2 SW/4 NE/4, SE/4 NW/4 and</u> <u>E-3/4 SW/4 NW/4,</u> Claiborne Parish, Louisiana.</p>
50653	<p>3. That certain oil, gas and mineral lease executed by A. N. Alford, as Lessor, in favor of Hassie Hunt Trust, as Lessee, dated August 13, 1968 and filed for record in the Records of Claiborne Parish, Louisiana, on August 29, 1968, under Register No. 248387, which is found in Conveyance Book 349, at page 839 covering the following described property, to-wit:</p> <p><u>TOWNSHIP 21 NORTH - RANGE 4 WEST:</u> <u>Section 2 - S/2 NW/4 NW/4,</u> Claiborne Parish, Louisiana.</p>
50654	<p>4. That certain oil, gas and mineral lease executed by Monette Green Levy, as Lessor, in favor of Hassie Hunt Trust, as Lessee, dated August 7, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on August 29, 1968, under Register No. 248388, which is found in Conveyance Book 349, at page 842; and</p>

EXHIBIT C

- 50651(A) 5. That certain oil, gas and mineral lease executed by Evelyn Maxine Stevens, as Lessor, in favor of Hassie Hunt Trust, as Lessee, dated August 21, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on September 5, 1968, under Register No. 248435, which is found in Conveyance Book 350, at page 26; and
- 50654(B) 6. That certain oil, gas and mineral lease executed by Jewel Earline Lowery, et al, as Lessors, in favor of Hassie Hunt Trust, as Lessee, dated August 21, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on January 14, 1969, under Register No. 249292, which is found in Conveyance Book 351, at page 75; and
- 50654(C) 7. That certain oil, gas and mineral lease executed by Marion Ray Fowler, et al, as Lessors, in favor of Hassie Hunt Trust, as Lessee, dated August 21, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on February 11, 1969, under Register No. 249491, which is found in Conveyance Book 352, at page 491; and
- 50654(D) 8. That certain oil, gas and mineral lease executed by George H. Mills, as Lessor, in favor of Loren G. Horton, as Lessee, dated November 12, 1965, and filed for record in the Records of Claiborne Parish, Louisiana, on December 3, 1965, under Register No. 239227, which is found in Conveyance Book 321, at page 449;

all of said leases covering the following described property, to-wit:

TOWNSHIP 21 NORTH - RANGE 4 WEST:
Section 2 - E/2 NW/4 NW/4
Claiborne Parish, Louisiana.

- 50673 9. That certain oil, gas and mineral lease executed by Floy Thompson Flurry, et al, as Lessors, in favor of Hassie Hunt Trust, as Lessee, dated August 1, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on September 5, 1968, under Register No. 248439, which is found in Conveyance Book 350, at page 42, covering the following described property, to-wit:

TOWNSHIP 21 NORTH - RANGE 4 WEST:
Section 2 - N/2 NE/4
Claiborne Parish, Louisiana.

- 50837 10. That certain oil, gas and mineral lease executed by Mrs. Dean Stewart Dean, et al, as Lessors, in favor of Hassie Hunt Trust, as Lessee, dated August 13, 1968, and filed for record in the Records of Claiborne Parish, Louisiana, on September 17, 1968, under Register No. 248541, which is found in Conveyance Book 350, at page 223, covering the following described property, to-wit:

TOWNSHIP 21 NORTH - RANGE 4 WEST:
Section 2 - W/4 SW/4 NW/4,
Claiborne Parish, Louisiana.

CERTIFIED COPY OF
RESOLUTIONS OF BOARD OF DIRECTORS OF
HASSIE HUNT EXPLORATION COMPANY

I, Assistant Secretary of Hassie Hunt Exploration Company, a Delaware corporation (the "Corporation"), do hereby certify as follows:

- (i) that I am the duly elected and qualified Secretary of the Corporation and custodian of the Corporation's records;
- (ii) that a meeting of the Board of Directors of the Corporation was duly called and held on March 22, 1984, and at such meeting a quorum of the Directors was present (either in person or by means of telephonic communication by which each Director could hear each other Director at all times) and acting throughout;
- (iii) that set forth below is a true and correct restatement of certain resolutions duly and unanimously adopted by the Directors of the Corporation at such meeting held on March 22, 1984:

RESOLVED, that the Corporation borrow from InterFirst Bank Dallas, N.A. or any willing lender the sum of \$50,000,000.00, and to evidence and secure such loan the Corporation execute and deliver:

(i) A Collateral Mortgage Note (the "Mortgage Note") in the principal amount of \$50,000,000.00 payable On Demand to the order of Bearer, with 18% per annum interest thereon from the date thereof until paid, and stipulating 10% attorney's fees on the amount due thereon if placed in the hands of an attorney for collection, compromise or other action;

(ii) Collateral Chattel Mortgage, Collateral Mortgage, Pledge and Assignment of Production (the "Collateral Mortgage") of even date and like tenor with and securing the Mortgage Note, mortgaging to the holder of said Mortgage Note all the properties (the "Mortgaged Properties") affected by the Collateral Mortgage, and pledging and assigning to the holder of said Mortgage Note all production accruing to the Mortgaged Properties; said Mortgaged Properties to include the Corporation's interests in certain oil and gas leases, mineral rights, and other interests in the State of Louisiana;

(iii) Act of Pledge (the "Pledge Agreement") pursuant to which the Corporation will pledge the Mortgage Note unto InterFirst Bank Dallas, N.A. to secure all indebtedness of the Corporation to said Bank;

(iv) All other documents, notes, contracts and instruments which said InterFirst Bank Dallas, N.A. may require in connection with or arising from the loan herein authorized:

RESOLVED FURTHER that the form, terms, and provisions of the aforesaid Mortgage Note, Collateral Mortgage, and Pledge Agreement were presented to the meeting and are hereby approved in all respects, and that James I. Parker, President of the Corporation, be, and he hereby is, authorized and empowered to execute and deliver the same in the name and on behalf of the Corporation and under its seal or otherwise, in the form presented to this meeting with such changes in the terms and provisions thereof as he shall, in his sole discretion, deem necessary or desirable and in the best interest of the Corporation, his signature on said documents or any of them being conclusive evidence that he did so deem any such changes to be necessary or desirable and in the best interest of the Corporation; and further

RESOLVED, that the President, any Vice President, the Treasurer, and the Secretary of the Corporation be, and each of them hereby is, authorized and empowered to execute and deliver all such further certificates, instruments, documents, mortgages, notes, and papers in the name and on behalf of the Corporation and under its seal or otherwise, and to perform all acts and to do all things, which such officer may deem necessary or desirable to consummate the transactions contemplated by the foregoing resolution or by the Collateral Mortgage with such modifications, amendments, or further agreements that such officer, in his sole discretion, may deem necessary or desirable and in the best interest of the Corporation, and his execution and delivery in the name and on behalf of the Corporation of any such agreement, certificate, instrument, document, mortgage, note or paper or the taking of any such action shall be conclusive evidence that he did so deem the same to be necessary or desirable and in the best interest of the Corporation; and further

RESOLVED, that the President, the Treasurer, the Secretary, and any Assistant Secretary of the Corporation be, and each of them hereby is authorized and empowered to certify and attest any agreements, instruments or documents which such officer may deem necessary or appropriate to consummate the

transactions contemplated by the foregoing resolutions or by the Collateral Mortgage, provided that such attestation shall not be required for the validity of the particular document.

- (iv) That none of the resolutions set forth above have been amended, modified, or rescinded; and each such resolution is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation on this 22 day of March, 1984.

HASSIE HUNT EXPLORATION COMPANY

By: Inez Haygood
Inez Haygood, Assistant Secretary

HASSIE HUNT EXPLORATION COMPANY
2800 THANKSGIVING TOWER
DALLAS, TEXAS 75201

December 29, 1987

Ms. La Nelle Boehm
Minerals Management Service
Mail Stop Code LE-3-1
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123-2394

RE: Recordation of Release of Collateral
Chattel Mortgage, Collateral Mortgage,
Pledge, and Assignment of Production
Hassie Hunt Exploration Company
\$50,000,000.00 Mortgage Note of 8/27/80

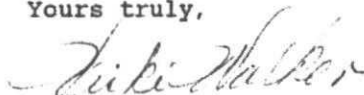
Dear Ms. Boehm:

Enclosed is Hassie Hunt Exploration Company's check number 1015596 in the amount of \$100.00 to cover the cost of filing the referenced Release in the following Outer Continental Shelf Lease Files: OCS G-2923, OCS G-3170, OCS G-1997, and OCS G-0437.

Also enclosed for your convenience are four (4) extra copies of this letter which we would appreciate your executing and returning to us as evidence for our files that the above have been filed in the records of the Minerals Management Service.

Thanking you in advance, I am

Yours truly,


Mrs. Vicki Walker
Legal Department

FILED AS REQUESTED:

MINERALS MANAGEMENT SERVICE

By: 
La Nelle Boehm

DATE: January 4, 1988

RECEIVED

JAN 4 1988

Minerals Management Service
Leasing & Environment

RELEASE OF COLLATERAL MORTGAGE, COLLATERAL CHATTEL
MORTGAGE, PLEDGE AND ASSIGNMENT OF PRODUCTION

RECEIVED

JAN 11 1981

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

Minerals Management Service
Leasing & Environment

COUNTY OF DALLAS

INTERFIRST BANK DALLAS, N.A. (formerly First National Bank in Dallas), a national banking association whose address is 901 Main Street, P.O. Box 83000, Dallas, Texas, 75283, represented herein by Craig R. Olson, its duly authorized Vice President

said above mentioned Bank (hereinafter referred to as "Mortgagee"), appearing herein before the undersigned Notary Public, in the presence of the undersigned competent witnesses, and in the jurisdiction hereinafter indicated, and said Mortgagee, being duly sworn, declared:

I.

Mortgagee is the last and current holder of the following:

1. One (1) certain Collateral Mortgage Note (hereinafter the "Note") executed by Hassie Hunt Exploration Company ("Company") through its duly authorized President, James L. Parker, payable on Demand to the order of "Bearer", dated as of August 27, 1980, said note being in the sum of FIFTY MILLION (\$50,000,000.00) DOLLARS and paraphed for identification with and secured by, among other things, a
2. Collateral Chattel Mortgage, Collateral Mortgage, Pledge and Assignment of Production filed with the Clerks of Court of Cameron, Claiborne, East Baton Rouge, Iberia, Plaquemines, St. Mary, Terrebonne and West Baton Rouge Parishes, Louisiana (hereinafter the "Mortgage") executed by Hassie Hunt Exploration Company through its duly authorized President, James L. Parker; and
3. An Act of Pledge of the Collateral Mortgage Note dated the 27th day of August, '980 (hereinafter referred to as the "Pledge") executed by Hassie Hunt Exploration Company through its duly authorized President, James L. Parker,

all of the above-described documents (hereinafter collectively referred to as the "Collateral Mortgage Documents") being executed before Charlotte B. Tiedt, Notary Public in and for Dallas County, Texas. For satisfaction of the indebtedness evidenced and secured by the Collateral Mortgage Documents, and certain other considerations, Mortgagee, as last holder thereof does hereby grant a full and complete release of the Collateral Mortgage Documents, or any extensions, amendments or forebearances thereof and all rights accruing to mortgagee thereunder. The Note is marked "CANCELLED", a copy of which is attached hereto as Exhibit "C" and made a part hereof for all purposes.

II.

The Mortgage has been filed for record on the date and in the

place indicated on the Recordation Schedule attached hereto as Exhibit "A" and made a part hereof. Mortgagee hereby authorizes and directs the Clerk of Court and Recorder of Mortgages, Conveyances or Chattel Mortgages for the Parish(es), listed on attached Exhibit "A", in Louisiana, and the appropriate official or custodian of records for each other place, where said Mortgage is filed or recorded, regardless of whether the recordation information is identified on Exhibit "A", to cancel and erase entirely from their respective records the inscription of said Mortgage, and any extensions, amendments or forebearances thereof.

III.

The Mortgage contains an Assignment of Production in favor of Mortgagee, and in satisfaction of the indebtedness, and other considerations, Mortgagee does hereby release, relinquish and reassign unto Hassie Hunt Exploration Company all rights to production and the proceeds thereof acquired by or transferred to Mortgagee under the Mortgage.

IV.

As evidence of the Pledge of the Note, Hassie Hunt Exploration Company entered into an Act of Pledge ("Pledge") dated as of the 27th day of August, 1980, a copy of which is attached hereto as Exhibit "B" and made a part hereof. In consideration of the satisfaction of the indebtedness secured by the Pledge, Mortgagee does hereby release and relinquish all rights acquired by or transferred to Mortgagee under the Pledge, or any modification or amendment thereof, and Mortgagee expressly terminates and releases the Act of Pledge and any modification or amendment thereof as of the date of this instrument.

THUS DONE AND PASSED, in my office in the County of Dallas, State of Texas, in the presence of the undersigned two competent witnesses and me, Notary, on this 1st day of June, 1987.

WITNESSES:

[Signature]
Ray A. Jackson, Assistant Cashier

INTERFIRST BANK DALLAS, N.A.

By: [Signature]
Craig R. Olson, Vice President

[Signature]

[Signature]
NOTARY PUBLIC - STATE OF TEXAS
My Commission expires:
DANA KARL, Notary Public
Name: In and for the State of Texas
My commission expires May 10, 1989
Date: June 1, 1987

EXHIBIT "A"

RECORDATION SCHEDULE

<u>PARISH</u>	<u>DATE OF RECORDATION</u>	<u>BOOK AND PAGE</u>
East Baton Rouge	June 3, 1982	Original 726 of Bundle 9500 Chattel 820463 (and was ordered to be and was recorded in the Mortgage, Conveyance and Chattel Book Records of East Baton Rouge Parish, LA.

CERTIFICATE OF RECORDATION

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

I HEREBY CERTIFY THAT A Collateral Chattel Mortgage, Collateral Mortgage
Pledge and Assignment of Production in the name of Hassie Hunt Exploration Co.
in favor of First National Bank in Dallas.

DATED May 10 19 82, WAS FILED FOR RECORD IN THIS
OFFICE AT 2:37 M. ON THE 3 DAY OF June
19 82.

ORIGINAL 726 OF BUNDLE 9500
Chattel 820463

AND WAS ORDERED TO BE AND WAS RECORDED IN THE:

MORTGAGE X
CONVEYANCE X
OTHER Chattel Bk

RECORDS OF EAST BATON ROUGE PARISH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 3
DAY OF June, 19 82.

Barbara J. Jirrell
BY: DEPUTY CLERK OF COURT

H.M. "Mike" Cannon
Clerk of Court
19th Judicial District Court
East Baton Rouge Parish.

RECORDATION SCHEDULEPARISHDATE OF
RECORDATIONBOOK AND PAGE

Office of
CLERK OF COURT AND EX-OFFICIO RECORDER
Parish of Cameron, Louisiana

Collateral Chattel Mortgage, Collateral
Mortgage, Pledge and Assignment of Produ

DEAR SIR:

This certifies that there has been received for recordation an Act
from Hassie Hunt Exploration Company to Bearer
filed for record on the 17 day of September, 1980, bearing file No. 166478 and duly
recorded in Conveyance Record No. 449, page, of Mortgage Record No. 91, page
Chattel Mortgage Record No. 11, page, of the records of the Parish of Cameron,
State of Louisiana.
Recording Fee Paid \$

ROLAND U. PRIMEAUX, Clerk of Court

By *Hassie B. Hunt*
Deputy Clerk of Court

NOTE: All Notarial Acts and all Private Acts affecting real estate must remain on file in this office. (R. S. Sec. 30
and Act No. 212 of the General Assembly of the Year 1920.)

CAMERON OFFICE SUPPLY

Office of
CLERK OF COURT AND EX-OFFICIO RECORDER
Parish of Cameron, Louisiana

DEAR SIR:

Pledge
This certifies that there has been received for recordation an Act
from Hassie Hunt Exploration Company to First National Bank in Dallas
filed for record on the 17 day of September, 1980, bearing file No. 166479 and duly
recorded in Conveyance Record No. 449, page, of Mortgage Record No. 91, page
Chattel Mortgage Record No. 11, page, of the records of the Parish of Cameron,
State of Louisiana.
Recording Fee Paid \$

ROLAND U. PRIMEAUX, Clerk of Court

By *Hassie B. Hunt*
Deputy Clerk of Court

NOTE: All Notarial Acts and all Private Acts affecting real estate must remain on file in this office. (R. S. Sec. 30
and Act No. 212 of the General Assembly of the Year 1920.)

CAMERON OFFICE SUPPLY

EXHIBIT "A"

RECORDATION SCHEDULE

PARISH

DATE OF
RECORDATION

BOOK AND PAGE

Recordation Receipt

STATE OF LOUISIANA
PARISH OF ST. MARY

This Certifies that there has been received for
recordation an act of COLLATERAL CHATTEL MORTGAGE,
COLLATERAL MORTGAGE, PLEDGE AND ASSIGNMENT OF
PRODUCTION

From HASSIE HUNT EXPLORATION COMPANY

To FIRST NATIONAL BANK IN DALLAS

Passed before CHARLOTTE B. TIEDT
DALLAS COUNTY, TEXAS

Notary Public, of the Parish of St. Mary, La., the
27th day of August 1980

To be registered in book 23-D *pg 142*

of Conveyances, Entry No. 185,896 and in

Book 420 *p. 416* of Mortgages, Entry No.
146,341

C/M 167, Entry No. 241,764 *pg 10* of the records of the Parish of
St. Mary, State of Louisiana, this 17th day
of September, 1980.

BENNY A. BLAKEMAN,
Clerk, Ex-Officio Recorder, St. Mary Parish, La.

By *Ignace B. Boudreaux*

Deputy Clerk

RECORDATION SCHEDULE

PARISH

DATE OF
RECORDATION

BOOK AND PAGE

STATE OF LOUISIANA
PARISH OF TERREBONNE

CERTIFICATE OF RECORDATION

I, the undersigned Deputy Clerk of the Thirty-Second Judicial District Court of the State of Louisiana, in and for the Parish of Terrebonne, do hereby certify that an Act of Collateral Chattel, Mortgage, Collateral Mortgage, Pledge & Assignment of Production

from Hassie Hunt Exploration Co.

to Any Person, Firm, or Corporation

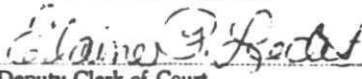
was this day recorded in this office in the record book or books, as follows:

Book	Number	Page	Entry No.
Conveyance	808		633364
Mortgage	532		633364
Chattel	-----	-----	633364

on September 17th, 19 80, at 10:07 o'clock A. M.

IN TESTIMONY WHEREOF, witness my hand and official seal, this 17th

day of September , A. D., 1980 , at Houma, Louisiana.


Deputy Clerk of Court
and Ex-Officio Recorder,
Parish of Terrebonne, La.

ACT OF PLEDGE

BE IT KNOWN, that on the date hereinafter set forth, before me, the undersigned Notary Public, duly commissioned and qualified, in the presence of the undersigned witnesses, personally came and appeared Hassie Hunt Exploration Company, a corporation incorporated under the laws of the State of Delaware, whose principal place of business is situated at 1401 Elm Street, First National Bank Building, Dallas, Texas 75202 (hereinafter called "Debtor"), and Sam P. Henry, a Vice President of, and acting in behalf of FIRST NATIONAL BANK IN DALLAS, a national banking association (herein called "Creditor"), who did declare and acknowledge that:

1.

Debtor has executed and delivered to Creditor an act of Collateral Chattel Mortgage, Collateral Mortgage, Pledge and Assignment of Production, of even date herewith (herein called the "Mortgage"), relating to and affecting the Debtor's interest in certain oil and gas leases, the production attributable thereto and the equipment located thereon, all as more fully described therein, which secures the payment of a certain promissory note described in the Mortgage in the original principal sum of FIFTY MILLION DOLLARS (\$50,000,000), of even date herewith, drawn and subscribed by Debtor and payable to Bearer, due on demand, with interest at the rate of eighteen percent (18%) per annum from its date until paid (herein called the "Mortgage Note").

2.

The Mortgage Note is hereby pledged and delivered by Debtor to Creditor as security for the payment of any and every debt, liability and obligation, due or to become due, direct or indirect, absolute or contingent, whether now existing or to arise hereafter of Debtor (or either one of them) to Creditor (hereinafter said debts, liability and obligations collectively referred to as "Obligations"); the maximum amount or limit of this pledge of the Mortgage Note to be secured hereunder is fixed at \$50,000,000.

3.

Notwithstanding any contrary provisions hereof, or the fact that the payment of the Obligations may be secured by other and additional security or guaranty, it is distinctly agreed and understood that the Mortgage Note and the pledge thereof shall secure the Obligations whether such Obligations be represented by agreements, promissory notes, money loaned and advanced, overdrafts, letters of credit or otherwise, together with any and all interest accrued and owing, and that all such indebtedness and interest shall be and are hereby accorded equal rank and priority.

4.

Debtor agrees that, upon the occurrence of an event of default under the Mortgage or the failure by Debtor to pay any of the evidences of the Obligations, when due ("Event of Default") the entire unpaid principal represented by all evidences of the Obligations whatever the form thereof, and all accrued and unpaid interest thereof, shall, at the election of the holder thereof (as evidenced by notice in writing given by air mail to Debtor at 2500 First National Bank Building, Dallas, Texas, 75202, or such other address as Debtor shall hereafter furnish in writing to the holder hereof), become due and payable immediately, without presentment, demand for payment, protest or notice of nonpayment, dishonor or protest or any other notice or demand of any kind, and the Creditor, if it elects, shall have the right to enforce payment in full of the Obligations and to enforce payment upon the Mortgage Note and execution upon and foreclosure of the Mortgage.

5.

Creditor hereby covenants and agrees that:

- (a) Although the Mortgage Note is by its terms payable on demand, payment thereof shall not be demanded by Creditor and/or any other holder or holders thereof unless or until an Event of Default shall have occurred;
- (b) Notwithstanding the face amount of the Mortgage Note or the amount of interest or attorney's fees provided for therein, the liability of the Debtors shall be limited to and neither Creditor nor any other holder or holders of the Mortgage Note shall enforce the same for an amount exceeding the aggregate amount of the Obligations and the indebtedness of Debtors under the Mortgage Note shall be deemed to be limited as provided in this paragraph. If upon the foreclosure sale of properties covered by the Mortgage, an amount is realized which exceeds the aggregate amount secured hereby, then such excess shall be paid over by the Creditor to Debtors;
- (c) Creditor will not sell, assign, deliver or otherwise surrender possession of the Mortgage Note to any other party or parties except upon and subject to such terms and conditions as will render the Mortgage Note subject to the provisions hereof.

6.

Creditor, on behalf of itself and any future holder or holders of the Mortgage Note hereby accepts this Act of Pledge.

IN WITNESS WHEREOF, Debtor and Creditor have caused to be executed this Act of Pledge, before me, the undersigned Notary Public in and for the County of Dallas, State of Texas, in the presence of the undersigned competent witnesses,

who have hereto signed their names with said Appearers,
and me, Notary, on this 27 day of August, 1980.

HASSIE HUNT EXPLORATION COMPANY,
a Delaware Corporation

WITNESSES:

By: James L. Parker
James L. Parker, President

Dalea Sheena
Mary Haygood

FIRST NATIONAL BANK IN DALLAS

WITNESSES:

By: Sam P. Henry
Sam P. Henry

T. Cary Ballster
Burns C. Cammell

Charlotte B. Tiedt
NOTARY PUBLIC

My Commission Expires:
CHARLOTTE B. TIEDT, Notary Public
in and for Dallas County, Texas
My Commission Expires 2-21-81

COLLATERAL MORTGAGE NOTE

\$50,000,000

Dallas, Texas

Aug 27, 1980

FOR VALUE RECEIVED, on demand, the undersigned, a corporation incorporated under the laws of the State of Delaware promises to pay to Bearer, at the main banking offices of First National Bank in Dallas, Dallas, Texas, the sum of FIFTY MILLION DOLLARS (\$50,000,000), together with interest thereon from the date hereof until paid at a rate of eighteen percent (18%) per annum.

In the event this Note should be placed in the hands of an attorney, to institute legal proceedings to recover the amount hereof, or any part hereof, in principal or interest, or to protect the interests of the holder hereof, or to compromise or take any other action with regard thereto, the maker hereby binds itself to pay the fees of the attorney who may be employed for that purpose, which fees are hereby fixed at ten percent (10%) of the amount then owing hereon and sought to be collected, protected or preserved.

The parties hereto hereby waive presentment for payment, demand, notice of non-payment, protest, and all pleas of division and discussion, and agree that the time of payment hereof may be extended from time to time, one or more times, without notice of such extension or extensions and without previous consent, hereby binding themselves in solido, unconditionally and as original promisors, for the payment hereof in principal, interest, costs and attorney's fees. No defense on the part of the holder hereof in exercising any rights hereunder shall operate as a waiver of such rights.

ATTEST:

HASSIE HUNT EXPLORATION COMPANY

Julia Sheer
Julia Sheer
Assistant Secretary

By: James E. Baker
James E. Baker,
President

"Ne Varietur"

For identification with an Act of Collateral Chattel Mortgage, Collateral Mortgage, Pledge and Assignment of Production passed before me this 28 day of August, 1980.

Charlotte B. Tiedt
NOTARY PUBLIC

My Commission Expires:

CHARLOTTE B. TIEDT, Notary Public
In and for Dallas County, Texas
My Commission Expires 2-21-81