

14097

LISKOW & LEWIS

A PROFESSIONAL LAW CORPORATION

ATTORNEYS AT LAW

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New Orleans, Louisiana

March 16, 1990

CHARLES B GRIFFIS
RICHARD W REVELS, JR.
JOSEPH P HEBERT
MARGUERITE A NOONAN
DAVID W LEEFE
JAMES D MICHHAEL
RICHARD E ANDERSON
WM BLAKE BENNETT
HARR A LOWE
GEORGE DENEGRE, JR
DON R HAYCRAFT
EDWIN W DENNARD
WM CRAIG WYMAN
CATHERINE H BROWN
JAMES A BROWN
GEORGE D ERNEST III
R KEITH JARRETT
CHERYL V C WINGHAM
STVIA M WALTHER
ROBERT S ANGELICO
ROBERT L THERIOT
DENA L OLIVIER
GEORGE ARCENEUX III
REGINA R FURRY
MATTHEW R BROWN
ARIE BREAUX STROUD
JNATHAN A HUNTER
JWALD P SOBRINO
JOHN R CPRISE
DANIEL E LADRONE
BRYAN D SCOFIELD
THOMAS P DIAZ
JOHN M GUILLORY
MARY S JOHNSON
KATHLEEN F KETCHUM
SCOTT C SELER
CECILY ELLZEY BATEMAN
CHERYL MOLLERE KORNICK
MARA D LATHAM

OF COUNSEL
ROBERT C SMITH

RECEIVED

MAR 16 1990

Minerals Management Service
Leasing & Environment

Mr. J. Rogers Percy
U.S. Department of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123-2394

Re: Lease Nos. OCS-G 0841, 0842, 0996, 1987, 4479,
4784, 4794, 4809, 4897, 5183, 5195, 6046 and 950

Dear Mr. Percy:

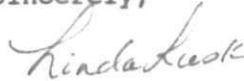
Enclosed is an Act of Full Release dated February 28, 1990 (the "Release") by First National Bank of Commerce, in favor of Gayle M. Londot and Rolland R. Londot (the "Mortgagors") granting a full and complete release of that certain Collateral Mortgage, Pledge and Assignment of Production by Mortgagors dated January 10, 1989.

So that third parties will be put on notice as to the execution and the efficacy of the Release, please file the original Release into the files in your office relating to Lease No. OCS-G 0841 and place an original of this letter in each of the lease files relating to the captioned leases.

March 16, 1990

Enclosed is our firm check in the amount of \$325.00, for payment of filing fees. Please acknowledge that the filing has been completed as requested by signing the enclosed copy of this letter in the space provided and returning it to me.

Sincerely,



Linda Lusk,
Corporate Paralegal

LL/sl
Enclosures

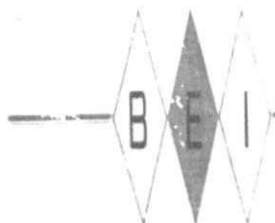
FILED AND ACCOMPLISHED AS REQUESTED:

MINERALS MANAGEMENT SERVICE
GULF OF MEXICO, OCS REGION

BY: DATE: MAR 20 1990

062766tglm
53070.002

4897



BROOKS EXPLORATION INCORPORATED

Subsidiary of COBB RESOURCES CORPORATION

621 SEVENTEENTH STREET, SUITE 2250
FIRST INTERSTATE BANK BUILDING
DENVER, COLORADO 80293

(303) 296-9202
(FAX) 296-9210

December 11, 1989

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DEC 14 1989

Minerals Management Service
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2294

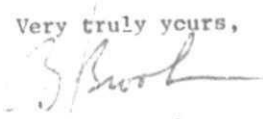
Minerals Management Service
Leasing & Environment

ATTENTION: LE-3-1

Re: OCS-G 4897
Block 46, South Pass Area
Louisiana Map No. 9

Gentlemen:

Enclosed for handling are two Assignments of Overriding Royalty Interest covering the above captioned Oil and Gas Lease along with our check in the amount of \$50.00 per your request.

Very truly yours,

Bill J. Brooks
President

BJB/mav

Enclosures

KNOW ALL MEN BY THESE PRESENTS that PetroPacific Resources, Inc., 1303 Avocado Avenue, Suite 235, Newport Beach, California 92660, a California corporation, hereinafter referred to as "Assignor," for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Brooks Exploration Incorporated, Dominion Plaza, 600 Seventeenth Street, Denver, Colorado 80202, hereinafter referred to as "Assignee," an undivided 20% of Assignor's overriding royalty interest in and to the following described oil and gas lease:

Oil and Gas Lease from the United States of America, as Lessor, to Roberts Oil and Gas, Inc., Patco, Inc., PetroPacific Resources, Inc., and Paragon Petroleum Inc., as Lessees, effective as of December 1, 1981, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 4897, describing the following area, to wit:

All of Block 46, South Pass Area, as shown on OCS Official Leasing Map, Louisiana Map No. 9.

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DEC 14 1989

Minerals Management Service
Leasing & Environment

This Assignment is subject to and Assignee agrees to accept and assume all of the terms, conditions and obligations of that certain Assignment of Oil and Gas Lease, dated December 5, 1984, wherein PetroPacific Resources, Inc., et al, assigned all of its right, title and interest in the foregoing Oil and Gas Lease OCS-G 4897 to McMoRan Offshore Exploration Company reserving unto itself its 12.5% share of 5.0% overriding royalty interest.

This Assignment is also made subject to and Assignee agrees to accept and assume all of the terms, conditions and obligations of that certain Assignment of Oil and Gas Lease, dated April 26, 1985, wherein McMoRan Oil & Gas Co., formerly McMoRan Offshore Exploration Co., assigned all of its right, title and interest in the foregoing Oil and Gas Lease OCS-G 4897 to FMP Operating Company, a Limited Partnership, of which McMoRan is the Managing General Partner.

This Assignment is further made subject to all of the terms and expressed and implied covenants and conditions of foregoing Oil and Gas Lease OCS-G 4897, to the extent of the rights hereby assigned, which terms, covenants and conditions the Assignee hereby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants and conditions, insofar as the said leased acreage is concerned, shall be binding on the Assignee, not only in favor of the Lessor and its heirs, successors and assigns, but also in favor of the Assignor and its successors and assigns.

This Assignment is made without warranty of any kind.

In the event that Assignee should elect to surrender, abandon or release all or any of its right in said lease acreage, or any part thereof, the Assignee shall notify the Assignor not less than thirty (30) days in advance of such surrender, abandonment or release and, if requested to do so by the Assignor, the Assignee immediately shall reassign such rights in said lease acreage, or such part thereof, to the Assignor.

IN WITNESS WHEREOF, this instrument has been executed this 5th day of December, 1985, but effective as of December 1, 1981.

PETROPACIFIC RESOURCES, INC.

ATTEST:

Fred M. Walker
Secretary

By: [Signature]
President

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On this 12th day of December, 1985 before me appeared JOHN L. WILLIS, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of PETROPACIFIC RESOURCES, Inc. and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said JOHN L. WILLIS acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal.



P. M. Pearson
Notary Public in and for said county and state

My Commission expires: 12-16-85

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS that Brooks Exploration Incorporated, 600 17th Street, Suite 2115-South, Denver, Colorado 80202, a Colorado corporation, hereinafter referred to as "Assignor," for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Brooks Exploration Company, 1840 Cherryville Road, Littleton, Colorado 80121, hereinafter referred to as "Assignee," all of Assignor's overriding royalty interest in and to the following described oil and gas lease:

Oil and Gas Lease from the United States of America, as Lessor, to Roberts Oil and Gas, Inc., Patco, Inc., Petro-Pacific Resources, Inc., and Paragon Petroleum Inc., as Lessees, effective as of December 1, 1981, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 4897, describing the following area, to wit:

All of Block 46, South Pass Area, as shown on OCS Official Leasing Map, Louisiana Map No. 9.

RECEIVED

DEC 14 1989

Minerals Management Service
Leasing & Environment

This Assignment is subject to and Assignee agrees to accept and assume all of the terms, conditions and obligations of that certain Assignment of Oil and Gas Lease, dated December 5, 1984, wherein PetroPacific Resources, Inc., et al, assigned all of its right, title and interest in the foregoing Oil and Gas Lease OCS-G 4897 to McMoran Offshore Exploration Company reserving unto itself its 12.5% share of 5.0% overriding royalty interest.

This Assignment is also made subject to and Assignee agrees to accept and assume all of the terms, conditions and obligations of that certain Assignment of Oil and Gas Lease, dated April 26, 1985, wherein McMoran Oil & Gas Co., formerly McMoran Offshore Exploration Co., assigned all of its right, title and interest in the foregoing Oil and Gas Lease OCS-G 4897 to FMP Operating Company, a Limited Partnership, of which McMoran is the Managing General Partner.

This Assignment is further made subject to all of the terms and expressed and implied covenants and conditions of foregoing Oil and Gas Lease OCS-G 4897, to the extent of the rights hereby assigned, which terms, covenants and conditions the Assignee hereby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants and conditions, insofar as the said leased acreage is concerned, shall be binding on the Assignee, not only in favor of the Lessor and its heirs, successors and assigns, but also in favor of the Assignor and its successors and assigns.

This Assignment is made without warranty of any kind.

In the event that Assignee should elect to surrender, abandon or release all or any of its right in said lease acreage, or any part thereof, the Assignee shall notify the Assignor not less than thirty (30) days in advance of such surrender, abandonment or release and, if requested to do so by the Assignor, the Assignee immediately shall reassign such rights in said lease acreage, or such part thereof, to the Assignor.

IN WITNESS WHEREOF, this instrument has been executed this 8th day of July, 1986, but effective as of December 1, 1981.

BROOKS EXPLORATION INCORPORATED

By: *Bill S. Brooks*
President

ATTEST:

Marcia A. Vollmuth
Assistant Secretary

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 8th day of July, 1986, before me appeared Bill S. Brooks, to me personally known, who, being by me duly sworn, did say that he is the President of BROOKS EXPLORATION INCORPORATED and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bill S. Brooks acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal.

Marian J. Pharo
Notary Public in and for said county
and state

My Commission Expires: 12-23-87

CULLE, R LISKOW (893-1971)
AUSTIN W LEWIS (910-1974)

WILLIAM M MEYERS*
ROBERT T JORDEN*
CHARLES C GREMILLION*
GENE W LAFITTE*
BILLY M HINES*
JAMES L PELLETTIER*
THOMAS D HARDEMAN*
JOHN M KING*
EDWARD J GAY III*
KENNETH E GORDON, JR*
WILLIAM R PITTS*
LEON J REYMOND, JR*
J BERRY ST JOHN, JR*
DONALD R ABSAUNZA*
JOHN M WILSON*
CHARLES M STEEN*
LAWRENCE P SIMON, JR*
FREDERICK W BRADLEY*
KERRY M MASEARI*
S. GENE FENDLER*
THOMAS F GETTEN*
GEORGE H ROBINSON, JR*
GEORGE J DODD IS*
MARILYN C MALONE*
JOSEPH C GIGLIO, JR*
BRUCE J ORECA
PATRICK W GRAY
DEBORAH BAHN PRICE
ROBERT E HOLDI
JOE B NORMAN
THOMAS M MCNAMARA
JAMES N MANSFIELD III
BILLY J DOMINGUE
LAWBERT M LAPEROUSE
FRANK E MASSENGALE
PHILIP K JONES, JR
AYNE E TATE
WILLIAM W PUGH
JULIE E SCHWARTZ

LISKOW & LEWIS

ATTORNEYS AT LAW

NEW ORLEANS, LA 70139-5001

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JOSEPH F HERBERT
MARGUERITE A HOONAN
BRUCE V SCHEWE
DAVID W LEEFE
JAMES O McMICHAEL
RICHARD E ANDERSON
WM SLAKE BENNETT
MARK A LOWE
GEORGE BENEGRE, JR
DON R HAYCRAFT
EDWIN W DENNARD
WM CRAIG WYMAN
CATHERINE J BROWN
JAMES A BRJWN
GEORGE O ERNEST III
R KEITH JARRIETT
CHERYL V C JENNINGS
STEVIA M WALTHER
ROBERT S ANGELICO
ROBERT L THERIOT
DENA L OLIVIER
GEORGE ARCENEAUX III
REGINA R FURRY
ANDREW D WEINSTOCK
MATTHEW R BROWN
MARIE SREUX STRCUD
JONATHAN A HUNTER
OSWALD P SJBRINO
JOHN P CERISE
DANIEL E LARONE
BRYAN D SCOFIELD
THOMAS R DIAZ
DAVID P SOUENTY
JOHN P GULLORY
MARY S JOHNSON
KATHLEEN F KETCHUM
*PROFESSIONAL CORPORATION

OF COUNSEL
ROBERT C SMITH

Mr. J. Rogers Pearcy
U.S. Department of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

Re: Lease Nos. OCS-G 0841, 0842, 0996, 1982, 4479,
4784, 4794, 4809, 4897, 5183, 5195, 6646 and
9502

Dear Mr. Pearcy:

Enclosed please find an Act of Collateral Mortgage,
Pledge and Assignment of Production, dated January 10, 1989,
by Rolland Ray Londot and Florence Gayla Moran Londot, to and
in favor of any future holder or holders of the Note described
therein. The present holder of the Note is First National
Bank of Commerce.

The address for Mr. and Mrs. Londot is 1615 Poydras
Street, 5th Floor, New Orleans, Louisiana 70112, and the address
for First National Bank of Commerce is 210 Baronne Street,
New Orleans, Louisiana 70112.

In order that third parties will be put on notice
as to the execution and efficacy of the enclosed acts, please
file the enclosed acts in the mortgage file of your office
relating to Lease No. OCS-G 0841 and place an original of

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JAN 12 1989

Minerals Management Service
Leasing & Environment

THESE DOCUMENTS WILL BE FOUND
AT MORTGAGE FILE M- 0841

Mr. J. Rogers Pearcy
U.S. Department of the Interior
Minerals Management Service
January 11, 1989

LISKOW & LEWIS

PAGE 2

this letter in each of the lease files related to the captioned Leases. Also enclosed for your use is an additional copy of this letter.

Enclosed you will find our firm's check in the amount of \$325.00 in payment of your filing fees. Please acknowledge that the foregoing filings have been completed as requested by signing a counterpart of this letter in the space provided below and returning a copy of this letter to the undersigned.

Very truly yours,

Wm. Blake Bennett
Wm. Blake Bennett

WBB/man
Enclosures

cc: Mr. Robert C. Stone, Jr.

FILED AND ACCOMPLISHED AS REQUESTED:

MINERALS MANAGEMENT SERVICE
GULF OF MEXICO OCS REGION

BY: *Ruby L. Boehm*

DATE: JAN 12 1989

4897

LISKOW & LEWIS

ATTORNEYS AT LAW

NEW ORLEANS, LA. 70139-5001

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FIFTIETH FLOOR

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822 HARDING STREET
P O BOX 52008

TELEPHONE (504) 232-7424
TWX 510 600-3764 (LISKOW LAF)
TELECOPIER (504) 267-2099

New Orleans, 70139

January 22, 1988

CULLEN R LISBON (1893-1971)
AUSTIN W LEWIS (1910-1974)

WILLIAM M MEYERS*
ROBERT T JORDEN*
CHARLES C GREMILLION*
JENE W LAFFITE*
BILLY H HINES*
JAMES L PELLETIER*
THOMAS D HARDEMAN*
JOHN M KING*
EDWARD J GAY SR*
KENNETH E GORDON JR*
WILLIAM B BITTS*
LEON J REYMOND JR*
J BERRY ST JOHN JR*
DONALD R AJAJUNZA*
JOHN M WILSON*
CHARLES M STEEN*
LAWRENCE P SIMON JR*
FREDERICK W BRADLEY*
KERRY M MASSARI*
S GENE FENDER*
THOMAS F GETTEN*
GEORGE H ROBINSON JR*
GEORGE J DONAS*
MARILYN C MALONEY*
JOSEPH C CIGLIO JR*
BRUCE J ORECK
PATRICK W GRAY
DEBORAH BAHN PRICE
ROBERT E HOLDEN
JOE B NORMAN
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LAMBER W LAPEYROUSE
FRANK L MASSENGALE

PHILIP K JONES JR
ANNE E TATE
WILLIAM W PUGH
JULIE F SCHWARTZ
CHARLES B UNFFIS III
RICHARD W REVELS JR
MARTHA O THOMAS
JOSEPH R HEBERT
MARQUETTE A NOONAN
BRUCE V SCHEWE
DAVID W LEEPE
JAMES D McMICHAEL
RICHARD E ANDERSON
GEORGE W PUGH JR
WM BLAKE BENNETT
MARK A LOWE
GEORGE DELEGRE JR
DON K HAYCRAFT
EDWIN W DENARD
WM CRAIG WYMAN
CATHERINE H BROWN
JAMES A BROWN
GREG G GUIDRY
GEORGE DAVIS ERNEST III
R KEITH JARRETT
CHERYL V CUNNINGHAM
STEVIA M WALTHER
ROBERT S ANGEL CO
ROBERT L THEBROT
DENA L OLIVIER
GEORGE ARCENEAUX III
REGINA R FURRY
ANDREW D WEINSTOCK
MATTHEW K BROWN**
**PROFESSIONAL CORPORATION
**ADMITTED IN VIRGINIA ONLY

OF COUNSEL
ROBERT C SMITH

RECEIVED

JAN 26 1988

Minerals Management Service
Leasing & Environment

Mr. J. Rogers Pearcy
U.S. Department of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

Re: Lease Nos. OCS-G 0841, 0842, 0996, 1982, 4479,
4784, 4794, 4809, 4897, 5183, 5195 and 6646

Dear Mr. Pearcy:

Enclosed please find an act of Collateral Mortgage, Pledge and Assignment of Production dated January 22, 1988, by Richard John Gardner, to and in favor of any future holder or holders of the Note described therein. The present holder of the Note is First National Bank of Commerce. Also enclosed is a certified copy of a Separation of Property Regime Agreement by and between Mr. Gardner and his wife dated November 2, 1984, which instrument is referred to in the aforesaid Collateral Mortgage, Pledge and Assignment of Production.

The address for Mr. Gardner is 1615 Poydras Street, 5th Floor, New Orleans, Louisiana 70112, and the address for First National Bank of Commerce is 210 Baronne Street, New Orleans, Louisiana 70112.

In order that third parties will be put on notice as to the execution and efficacy of the enclosed Acts, please file the enclosed acts in the mortgage file of your office relating to Lease No. OCS-G 0841 and place an original of

THESE DOCUMENTS WILL BE FOUND
AT MORTGAGE FILE M-0841

Mr. J. Rogers Pearcy
January 22, 1988

LISKOW & LEWIS

PAGE 2

this letter in each of the lease files released to the captioned Leases. Also enclosed for your use is an addition copy of this letter. Enclosed you will find our firm's check in the amount of \$350.00 in payment of your filing fees. Please acknowledge that the foregoing filings have been completed as requested by signing a counterpart of this letter in the space provided below and returning a copy of this letter to the undersigned.

Very truly yours,

Wm. Blake Bennett

Wm. Blake Bennett

WBB/mam

Enclosures

cc: Mr. Robert C. Stone, Jr.

FILED AND ACCOMPLISHED AS REQUESTED:

MINERALS MANAGEMENT SERVICE
GULF OF MEXICO OCS REGION

BY:

La Trille Boehm

DATE:

JAN 26 1988

4897

LISKOW & LEWIS

ATTORNEYS AT LAW

NEW ORLEANS, LA 70139-5001

ONE SHELL SQUARE
FIFTIETH FLOOR

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TELEX 588203 (LISKOW NLR)

LAFAYETTE, LA 70505-2008

321 TRAVIS ST.
P O BOX 52008

TELEPHONE (318) 232-7424
TWX 510 600-3464 (LISKOW LA1)

New Orleans, 70139

November 25, 1987

CULLEN R LISKOW (1893-1971)
AUSTIN W LEWIS (1910-1974)

WILLIAM M MEYERS*
ROBERT T JORDEN*
CHARLES C GREMILLION*
GENE W LAFITTE*
BILLY H WINES*
JAMES L PELLETIER*
THOMAS D HARDE*
JOHN M KING*
EDWARD J GAY III*
KENNETH E GORDON, JR*
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LEON J REYMOND, JR*
J BERRY ST JOHN, JR*
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LAWRENCE R SIMON, JR*
FREDERICK W BRADLEY*
KERRY M MASSARI*
S GENE FENDLER*
THOMAS F GETTEN*
GEORGE H ROBINSON, JR*
GEORGE J DOMAS*
MARILYN C MALONEY*
ROBERT W BOORSH, JR*
JOSEPH C GIOIIO, JR*
BRUCE J DRECK*
PATRICK W GRAY*
DEBORAH SAHN PRICE*
ROBERT E HOLDEN*
JCE B NORMAN*
THOMAS M McNAMARA

15265.002

JAMES N MANSFIELD, JR
BILLY J DOMINIQUE
LAMBERT M LAPROUSE
FRANK E MASSENGALE
PHILIP R JONES, JR
ANNE E TATE
WILLIAM W PUGH, JR
JULIE E SCHWARTZ
CHARLES B GRIFFIS III
RICHARD W REVELS, JR
MARTHA G THOMAS
JOSEPH P HEBERT
MARGUERITE A NOONAN
BRUCE V SCHEWE
DAVID W LEEFE
JAMES D McMICHAEL
RICHARD E ANDERSON
GEORGE W PUGH, JR
WM BLAKE BENNETT
MARK A LOWE
GEORGE DENEORE, JR
DON K HAYCRAFT
EDWIN W DENNARD
WM CRAIG WYMAN
JAMES A BROWN
GREG G GUIDRY
GEORGE DAVIS ERNEST II
RUSSELL KEITH JARRETT
CHERYL V CUNNINGHAM
STEVIA M WALTERS
*PROFESSIONAL CORPORATION

OF COUNSEL
ROBERT C SMITH

Mr. J. Rogers Pearcy
U.S. Department of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

Re: Lease No. OCS-G 4897

Dear Mr. Pearcy:

Enclosed please find a certified copy of an act of
Overriding Royalty Assignment dated effective December 5,
1984, by McMoran Offshore Exploration Co., a Delaware
corporation, to H. G. Kuntz, et al., as assignees, which
Overriding Royalty Assignment affects interests in the
captioned leases.

In order that third parties will be put on notice
as to the execution and efficacy of the enclosed act,
please file the enclosed act in the appropriate mortgage
file of your office and place an original of this letter
in each of the lease files related to the captioned leases.

Enclosed you will find a check in the amount of \$25.00
in payment of your filing fees. Please acknowledge that
the foregoing filings have been completed as requested by
signing a counterpart of this letter in the space provided
below and returning a copy of this letter to the undersigned.

Very truly yours,

Wm. Blake Bennett
Wm. Blake Bennett

FILED AND ACCOMPLISHED AS REQUESTED:

MINERAL MANAGEMENT SERVICE
GULF OF MEXICO OCS REGION

By: *Luby J. Boehm*
Date: November 27, 1987

NOV 27 3 10 PM '87
RECEIVED

South Pass

OVERRIDING ROYALTY ASSIGNMENT

RECEIVED
NOV 2 1985

This Agreement made by and between McMoran Offshore Exploration Co., a Delaware Corporation, herein referred to as either "Assignor" or "Assignor", and H. G. KUNTZ (Social Security #458-66-2795), J. GARDNER (Social Security #524-62-0433), R. K. LONDOT (Social Security #459-54-8021), C. C. SORRELLS (Social Security #413-56-4300), F. McILWAIN (Social Security #428-78-7253), R. M. GROUT (Social Security #427-50-4519), L. F. BURSON (Social Security #523-58-9887), W. J. HURLBY (Social Security #513-30-3586), F. J. ENOCHSON (Social Security #725-14-1193), D. B. WATERS (Social Security #527-76-0223), K. A. SMALL (Social Security #523-86-1021), D. W. CARPENTER (Social Security #268-46-9877), herein collectively referred to as "Assignees", and individually as "Assignee", and CLK Company, a Louisiana general partnership, successor to CLK Corporation, herein referred to as "CLK",

WITNESSETH:

A true copy of the original as recorded in
C. O. B. No. 617 Book 226
Parish of Plaquemine on the 19th day of
April 1985
Dorinda P. Koppell
DY. CLERK OF COURT AND RECORDER

That,

I.

Reference is hereby made for all purposes to that certain Oil and Gas Lease (designated as Lease OCS-G 4897) affecting an area in the Gulf of Mexico which is listed in the document attached hereto and made a part hereof and marked "Exhibit A" for identification hereof. The above mentioned oil and gas lease is referred to herein as the "Lease".

II.

Reference is also made for all purposes to that certain Exploration and Development Services Retainer Agreement made effective as of July 1, 1984, between McMoran Oil and Gas Co. ("MOG") and its subsidiaries, among which is MOXY, and the said CLK Company. The aforesaid Exploration and Development Services Retainer Agreement is herein referred to as "the Retainer Agreement".

III.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and provisions hereof, Assignor hereby grants, conveys and assigns to Assignees, their respective heirs, successors or assigns, an overriding royalty interest of TWO PERCENT OF SIX-SIXTHS (2% of 6/6ths) and to all of the oil and gas (which shall be deemed to include condensate and processed liquids but exclude helium gas) which may be produced and sold under and by virtue of the subject Lease. The royalty on processed liquids shall be computed in the same way as the lessor's royalty thereon is computed, taking into account an allowance for the cost of processing. The

Tim Conwell
2-11-86

overriding-royalty interest hereby assigned by Assignor to Assignees is hereinafter referred to as the "Overriding Royalty Interest", and shall be owned by Assignees as follows:

<u>ASSIGNEES</u>	<u>PERCENTAGE</u>	<u>SOCIAL SECURITY NO.</u>
H. G. Kuntz	20.5%	457-66-2095
F. J. Gardner	17.2%	524-62-0433
R. R. Londot	16.1%	459-54-8021
C. C. Sorrells	13.0%	413-56-4300
J. F. McIlwain	7.7%	428-78-7273
F. M. Crout	5.7%	427-50-4519
L. F. Burson	5.0%	523-58-9867
W. J. Hurley	5.0%	513-30-3781
P. J. Enochson	5.1%	725-14-7993
D. H. Waters	2.6%	524-70-0228
K. A. Small	1.2%	523-86-1029
D. W. Carpenter	3.0%	268-46-9877
Total:	100.0%	

IV.

The Overriding Royalty Interest shall be free of drilling and operating expenses, but shall bear its proportionate part of production, windfall profits or other severance taxes due with respect to the production or sale of oil or gas, if any.

Furthermore, the Overriding Royalty Interest shall bear its proportionate share of (1) oil and gas used as fuel in conducting operations on the leased premises or on a pooled unit containing a portion thereof, (2) oil and gas used in treating production to make it marketable and (3) any transportation costs if the lessor has allowed transportation costs to be deducted with regard to lessor's royalty. Any such transportation deduction shall be calculated on the same basis as with regard to lessor's royalty.

Assignees shall not have the right or option to take in kind any oil or gas attributable to the Overriding Royalty Interest. Furthermore, the Overriding Royalty Interest conveyed hereunder shall be computed by Assignor and its successors and assigns on the basis of the price upon which such party accounts to the lessor for lessor's royalty.

V.

It is agreed that Assignor, its successors or assigns, shall have the right without the approval or consent of Assignees to pool and unitize the Lease and the area affected thereby or portions thereof with other oil and gas leases or areas to form one or more pooled units, and as to each unit so created, the Overriding Royalty Interest shall apply to the oil and/or gas allocated to the area affected by the Overriding Royalty Interest in accordance with any equity participation formula fixed in the agreement or document establishing such unit.

VI.

This assignment of the Overriding Royalty Interest is based on the assumption that the Lease is presently in full force and effect as to the full mineral interest in the entirety of the area described therein as being covered thereby and that Assignor has acquired its undivided interest therein to the full extent thereof as provided in the agreements by which it acquired such interest. Therefore, should it be determined that the Lease is not presently in full force and effect as to the full

mineral interest in the entirety of the area described therein as being covered thereby, or that Assignor has not acquired such undivided interest therein to the full extent thereof as provided in the agreements by which it acquired such interest, then the Overriding Royalty Interest as to the Lease shall be commuted as to the area not covered thereby or reduced for that portion of the mineral interest not covered by the lease, or reduced to the amount thereof due pursuant to the terms of the Retainer Agreement. Provided, however, the Overriding Royalty Interest shall not be reduced as to any lands to which the Lease is in full force and effect and as to which Assignor has acquired such undivided interests therein to the full extent thereof as provided in the agreements by which Assignor acquired such interest.

VII.

Assignor, its successors and assigns, shall never be under any obligation to Assignees to maintain the Lease (in whole or in part) in force and effect by the payment of rentals or minimum royalties, the drilling of wells, the production of oil or gas, or by any other method whatsoever; it being understood that the Lease may be released in whole or in part without the consent, approval or joinder of Assignees, and that the overriding royalty herein assigned to Assignees shall be paid to Assignees only if and when oil or gas is produced and sold under the terms and provisions of the Lease at the option of Assignor.

VIII.

MOXY is the present record holder of 100% of the working interest in the Lease. However, MOXY intends to make certain assignments to the parties listed below which will convey to each of them the working interest set out next to their respective name; such assignments shall be subject to the Overriding Royalty Interest. Therefore, the listed parties will own the following undivided working interest in the Lease more specifically described as follows:

<u>PARTICIPANTS</u>	<u>WORKING INTEREST OWNED</u>
MOXY	54.46000%
TEP Operating Company	25.00000%
Tesoro Petroleum Corporation	12.50000%
Continental Land and Fur Co., Inc.	5.00000%
Robert A. Day, Jr.	2.17000%
CLK Oil & Gas Corporation	.87000%
	<u>100.00000%</u>

Each of the above listed parties or their respective successors and assigns, subject to the terms of the applicable Joint Operating Agreement as provided in Article IX, shall bear the Overriding Royalty Interest as it affects the Lease in the proportion that the percentage interest shown opposite its name bears to the total of the percentage interests of all such parties in the Lease.

IX.

All parties recognize, acknowledge and declare that this assignment of Overriding Royalty Interest is made in full compliance with the Retainer Agreement insofar as said agreement relates to the right of CLK to acquire an overriding royalty interest in the Lease and fully satisfies such obligation. In the event of any conflict between the Retainer Agreement and this Agreement, then the provisions of the Retainer Agreement shall control.

X.

It is recognized that the working interest owners (the "Owners") of the Lease are subject to an operating agreement (the "JOA") among themselves and that such operating agreement may be amended from time to time.

Pursuant to the terms of the JOA, all or a portion of an Owner's interest in the Lease or all or a portion of its production therefrom may be forfeited or assigned to one or more of the other Owners either permanently or for a stipulated period because such Owner failed to participate in an operation or operations. Should the foregoing occur with respect to all or a portion of the working interest burdened by the Overriding Royalty Interest and such working interest or share of production be acquired under the provisions of the JOA by an Owner other than MOXY, TXP Operating Company, Tesoro Petroleum Corporation, Continental Land & Fur Co., Inc., Robert A. Day, Jr., or CLK Oil & Gas Corporation (hereinafter sometimes called the "MOXY Group"), then and in that event the interest so assigned or forfeited shall be free of such overriding royalty for the period of such forfeiture or assignment if the provisions of the JOA require that such interest be assigned or forfeited free and clear of such Overriding Royalty Interest. Should all or a portion of said working interest burdened by the Overriding Royalty Interest be forfeited to or acquired by a member of the MOXY Group, then and in that event the interest acquired by a member of the MOXY Group shall not be free of such Overriding Royalty Interest and it shall be subject thereto pro-rata to the interest acquired.

Pursuant to the terms of said JOA, each of the Owners has created a lien or collateral assignment in favor of the other Owners with respect to its working interest and share of production in order to secure its obligation to pay expenses and has further agreed that its interest so pledged is and will be free of any interest carved out of said working interest, including the Overriding Royalty Interest. With respect to each Owner's share of the Overriding Royalty Interest obligation, the provisions of the JOA described in the preceding sentence shall operate in the same manner as in the case of an assignment or forfeiture under the foregoing paragraph.

XI.

All of the provisions hereof shall be deemed to be covenants running with the Lease and the area affected thereby and shall extend to and bind the successors and assigns of the parties hereto; but regardless of actual or constructive notice on the part of Assignor, no change in the ownership of the Overriding Royalty Interest herein assigned to the Assignees, or change in the capacity or status of the Assignees, however resulting, shall impose any additional burden on Assignor, nor shall any change in ownership or in the status or capacity of the Assignees impair the effectiveness of payments made to such party or parties, unless MOXY, as Operator, shall have been furnished, sixty (60) days before such payment is made, with a certified copy of the recorded instrument or judgment evidencing such transfer of ownership or change in capacity. The furnishing of such evidence shall not affect the validity of payments theretofore made by Assignor.

XII.

This assignment is made without warranty or recourse, either express or implied, but is made with full substitution and subrogation in and to all rights and actions of warranty Assignor may have against all others as to the Overriding Royalty Interest assigned.

IN WITNESS WHEREOF, this instrument is executed by the parties hereto as of the date set forth in their respective acknowledgments but said assignment is made effective on the 5th day of December, 1984, which date is the effective date of that certain Assignment of Oil and Gas Lease from ROBERTS OIL AND GAS, INC., et al in favor of MOXY, whereby MOXY acquired its record title interest in the Lease that is the subject of this Overriding Royalty Assignment; said parties signing in the presence of the witnesses whose names appear opposite their respective signatures.

WITNESSES:

Jann A. Smith
Phyllis C. Stire

McMoPac Offshore Exploration Co.

By: C. M. Van Zandt, Jr.
C. M. Van Zandt, Jr.
Senior Vice President-Land

WITNESSES:

Connie Kopy
Julie Sordka

H. G. Kuntz

By: H. G. Kuntz

WITNESSES:

Deborah B. Burton
Doris Pierre

R. I. Gardner

By: R. I. Gardner

WITNESSES:

Deborah B. Burton
Doris Pierre

R. A. London

By: R. A. London

WITNESSES:

Deborah B. Burton
Doris Pierre

C. C. Sorrells

By: C. C. Sorrells

WITNESSES:

Deborah B. Burton
Doris Pierre

J. F. McIlwain

By: J. F. McIlwain

WITNESSES:

Deborah Burton
Donis Pierre

R. M. Crout

By: R. M. Crout

WITNESSES:

Deborah Burton
Donis Pierre

W. J. Hurley

By: W. J. Hurley

WITNESSES:

Connie Lopez
Julie Suda

P. J. Enochson

By: P. J. Enochson

WITNESSES:

Connie Lopez
Julie Suda

L. F. Burson

By: L. F. Burson

WITNESSES:

Connie Lopez
Julie Suda

D. H. Waters

By: D. H. Waters

WITNESSES:

Deborah Burton
Donis Pierre

K. A. Small

By: K. A. Small

WITNESSES:

Connie Lopez
Julie Suda

D. W. Carpenter

By: D. W. Carpenter

WITNESSES:

Connie Lopez
Julie Suda

CLK Company

By: H. G. Kuntz
H. G. Kuntz
Managing General Partner

STATE OF LOUISIANA
PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally came and appeared C. M. Van Zandt, Jr., Senior Vice President - Land of McMoran Offshore Exploration Co., a Delaware Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of March, A.D., 1985.

Charles G. Duffy, III
NOTARY PUBLIC in and for
Jefferson Parish, Louisiana

My Commission expires at death.

CHARLES G. DUFFY, III
NOTARY PUBLIC
Parish of Jefferson, State of Louisiana
My Commission is issued for Life

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared H. G. Kuntz, P. J. Enochson, L. F. Burson, D. H. Waters and D. W. Carpenter known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of April, A.D., 1985.

Maude G. Jones
NOTARY PUBLIC in and for
Harris County, Texas

My Commission Expires on 4, 1985

STATE OF LOUISIANA
PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared R. J. Gardner, R. R. Londot, C. C. Sorrells, J. F. McIlwain, W. J. Hurley, R. M. Crout and K. A. Small, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of March, A.D., 1985.

Charles G. Duffy, III
NOTARY PUBLIC in and for
Jefferson Parish, Louisiana

CHARLES G. DUFFY, III
NOTARY PUBLIC
Parish of Jefferson, State of Louisiana
My Commission is issued for Life

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally came and appeared H. G. Kuntz, Managing General Partner of CLK Company, a Louisiana general partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2ND day of April, A.D., 1985.

Mauda R. Jones
NOTARY PUBLIC in and for
Harris County, Texas

My Commission expires: Mar. 4, 1986.

MARIE B. JONES
Notary Public, State of Texas
My Commission Expires March 4, 1986

EXHIBIT "A"

Attached to and made a part of that certain Overriding Royalty Assignment from McMoran Offshore Exploration Co. to H. G. Kuntz, et al, dated effective December 5, 1984.

Oil and Gas Lease granted by the United States of America, as Lessor, to ROBERTS OIL AND GAS, INC., PetroPacific Resources, Inc., and Paragon Petroleum, Inc., as Lessees, dated effective as of December 1, 1981, identified in the office of the Minerals Management Service, Department of the Interior, as Outer Continental Shelf Lease OCS-G 4897, describing the following area, to wit:

All of Block 46, South Pass Area, as shown on OCS Leasing Map, Louisiana Map No. 9.

34897

16265.002

LISKOW & LEWIS
ATTORNEYS AT LAW

NEW ORLEANS, LA 70139-5001
ONE SHELL SQUARE
FIFTIETH FLOOR
TELEPHONE (504) 581-7979
TELEX 588203 (LISKOW NLN)

LAFAYETTE, LA 70505-2008
321 TRAVIS ST.
P. O. BOX 52008
TELEPHONE (337) 232-7424
TWX 510 600-3464 (LISKOW LAF)

New Orleans, LA 70139-5001
August 19, 1987

DEBORAH BA'IN PRICE
ROBERT L. HOLDEN
JOE B. NORMAN
THOMAS M. MCNAMARA
JAMES N. MANSFIELD III
BILLY J. DOMINGUE
LAMBERT M. LAPEROUSE
FRANK C. MASSENGALE
PHILIP R. JONES, JR.
ANNE E. TATE
WILLIAM W. PUGH
JULIE E. SCHWARTZ
CHARLES B. GRIFFIS III
RICHARD W. REVELS, JR.
MARTHA Q. THOMAS
JOSEPH R. HEBERT
MARGUERITE A. NOONAN
BRUCE V. SCHEWE
DAVID W. LEEPE
JAMES D. MICHAEL
RICHARD E. ANDERSON
GEORGE W. PUGH, JR.
WM. BLAKE BENNETT
MARK A. LOWE
GEORGE DENEGRE, JR.
DON R. HAYCRAFT
EDWIN W. DENNARD
JAMES A. BROWN
GREG G. GUIDRY
PROFESSIONAL CORPORATION

CULLEN R. LISKOW (1893-1971)
AUSTIN W. LEWIS (1910-1974)

WILLIAM M. MEYERS*
ROBERT F. JORDEN*
CHARLES C. GRENILLION*
GENE W. LAFITTE*
BILLY H. HINES*
JAMES L. PELLETIER*
THOMAS D. HARDEMAN*
JOHN M. KING*
EDWARD J. GAY III*
KENNETH E. GORDON, JR.*
WILLIAM R. PITTS*
LEON J. REYMOND, JR.*
J. BERRY ST. JOHN, JR.*
DONALD R. ABAUNZA*
JOHN M. WILSON*
CHARLES M. STEEN*
LAWRENCE R. SIMON, JR.*
FREDERICK W. BRADLEY*
KERRY M. MASSARI*
S. GENE FENDLER*
THOMAS F. GETTER*
GEORGE H. ROBINSON, JR.*
GEORGE J. DOMAS*
MARILYN C. MALONEY*
ROBERT W. BOOKSH, JR.*
JOSEPH C. GIULIO, JR.*
BRUCE J. ORECH
PATRICK W. GRAY

Mr. J. Rogers Percy
U.S. Department of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

Re: Lease Nos. OCS-G 0996, 1143, 1144, 1982
2112, 2545, 2887, 2888, 2889, 3394, 4479,
4897 and 5221

Dear Mr. Percy:

Enclosed please find an Act of Concurrence and Ratification dated July 27, 1987 by Vesta McClain Kuntz, relating to her concurrence to certain mortgages heretofore granted by her husband, Hal G. Kuntz, and more fully described in the enclosed act. All of the mortgages referred to in the enclosed act have previously been filed in your office and affect interests of Hal G. Kuntz in the captioned leases.

The address for Mr. and Mrs. Kuntz is 1001 Fannin, Suite 1400, Houston, Texas 77002. All of the notes secured by the mortgages referred to in the enclosed act are presently held by Cullen Center Bank & Trust, whose address is 600 Jefferson at Smith, Houston, Texas 77002.

In order that third parties will be put on notice as to the execution and efficacy of the enclosed act, please file the enclosed act in the appropriate mortgage file of your office and place an original of this letter in each of the lease files related to the captioned leases.

Enclosed you will find a check in the amount of \$325.00 in payment of your filing fees. Please acknowledge

THESE DOCUMENTS WILL BE FOUND
AT MORTGAGE FILE M- 0996

RECEIVED
AUG 21 1987
Minerals Management Service
Leasing & Environment

Mr. J. Rogers Pearcy
August 19, 1987

LISKOW & LEWIS

PAGE 2

that the foregoing filings have been completed as requested by signing a counterpart of this letter in the space provided below and returning a copy of this letter to the undersigned.

Very truly yours,

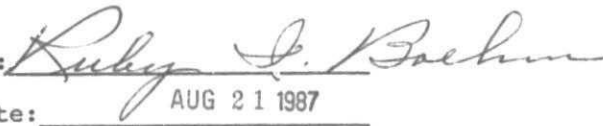


Wm. Elake Bennett

WBB:sbd
Enclosure

FILED AND ACCOMPLISHED AS
REQUESTED:

MINERALS MANAGEMENT SERVICE
GULF OF MEXICO OCS REGION

By: 
Date: AUG 21 1987

RECEIVED

AUG 21 1987

Minerals Management Service
Leasing & Environment

LISKOW & LEWIS

ATTORNEYS AT LAW

NEW ORLEANS, LA. 70139-5001

ONE SHELL SQUARE
FIFTIETH FLOOR
TELEPHONE (504) 581-7979
TELEX 588203 (LISKOW NLN)

LAFAYETTE, LA. 70505-2006

321 TRAVIS ST
P O BOX 52008
TELEPHONE (318) 232-7424
TWX 510 600-3464 (LISKOW LAF)

New Orleans, 70139
September 19, 1986

16265.002/WBB

CULLEN R. LISKOW (1933-1971)
AUSTIN W. LEWIS (1910-1974)

WILLIAM H. MEYERS*
ROBERT T. JORDEN*
CHARLES C. GRIFMILLION*
GENE W. LAFITTE*
BILLY H. MINES*
JAMES L. PELLETIER*
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EDWIN W. DENNARD
JAMES A. BROWN
GREG G. GUIDRY
*PROFESSIONAL CORPORATION

Mr. J. Rogers Percy
U. S. Department of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
1420 S. Clearview Parkway
New Orleans, LA 70123

RECEIVED

SEP 23 1986

Minerals Management Service
Leasing & Environment

Re: Lease Nos. OCS-G 4897 and
4479

Dear Mr. Percy:

Enclosed please find an original act of Collateral Mortgage, Pledge and Assignment of Production executed by H. G. Kuntz, dated September 16, 1986, which affects interests of H. G. Kuntz in the captioned leases.

The address for H. G. Kuntz is 101 Fannin Street, Suite 1400, Houston, Texas 77002.

In order that third parties will be put on notice as to the execution and efficacy of the enclosed act, please file the original act in the appropriate mortgage file of your office and place an original of this letter in Lease File No. OCS-G 4897 and also in Lease File No. OCS-G 4479.

Enclosed you will find a check in the amount of \$50.00 in payment of your filing fees. Please acknowledge that the foregoing filing has been completed as requested by signing a

THESE DOCUMENTS WILL BE FOUND
AT MORTGAGE FILE M- 4479

Mr. J. Rogers Percy
U. S. Department of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
September 19, 1986

LISKOW & LEWIS

PAGE 2

counterpart of this letter in the space provided below and
returning a copy of this letter to the undersigned.

Very truly yours,



Wm. Blake Bennett

WBB/tlh
Encls.

FILED AND ACCOMPLISHED AS REQUESTED:

MINERALS MANAGEMENT SERVICE
GULF OF MEXICO
OCS REGION

BY:



DATE: September 23, 1986

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SEP 23 1986

Minerals Management Service
Leasing & Environment

BCS *Natural Resources Corporation*

1303 AVOCADO, SUITE 245 • NEWPORT CENTER • NEWPORT BEACH, CALIFORNIA 92660

(714) 640-8500

July 14, 1986

Mrs. LaNelle Boehm
U. S. Department of Interior
Minerals Management Service
Gulf of Mexico OCS Region
P. O. Box 7944
Metairie, Louisiana 70010

Re: OCS-G 4897, South Pass Block 46
Assignment of Overriding Royalty

Dear LaNelle:

Enclosed, in duplicate is an Assignment of Overriding Royalty Interest in OCS-G 4897, Block 46, South Pass Area, from PetroPacific Resources, Inc. to BCS Natural Resources Corporation.

This document is being submitted for filing purposes only and we are enclosing our check in the amount of \$25.00 to cover such fees.

Please stamp the second copy of the Assignment and return. For your convenience I have enclosed a stamped, self-addressed envelope. If you have any questions or there is a problem in filing this Overriding Royalty Assignment, please let me know.

Cordially,



(Ms.) Pat Pearson
Land Manager

encls.

RECEIVED
JUL 17 10 01 AM '86
MINERAL RESOURCES DIVISION
U.S. DEPARTMENT OF THE INTERIOR
NEWPORT BEACH, CALIFORNIA

KNOW ALL MEN BY THESE PRESENTS that PetroPacific Resources, Inc., 1303 Avocado Avenue, Suite 235, Newport Beach, California 92660, a California corporation, hereinafter referred to as "Assignor," for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto BCS Natural Resources Corporation, 1303 Avocado Avenue, Suite 245, Newport Beach, California 92660, hereinafter referred to as "Assignee," an undivided 20% of Assignor's overriding interest in and to the following described oil and gas lease.

Oil and Gas Lease from the United States of America, as Lessor, to Roberts Oil and Gas, Inc., Patco, Inc., Petro-Pacific Resources, Inc., and Paragon Petroleum Inc., as Lessees, effective as of December 1, 1981, identified in the office of the Bureau of Land Management, Department of the Interior, as Outer Continental Shelf Lease OCS-G 4897, describing the following area, to wit:

All of Block 46, South Pass Area, as shown on OCS Official Leasing Map, Louisiana Map No. 9.

This Assignment is subject to and Assignee agrees to accept and assume all of the terms, conditions and obligations of that certain Assignment of Oil and Gas Lease, dated December 5, 1984, wherein PetroPacific Resources, Inc. assigned all of its right, title and interest in the foregoing Oil and Gas Lease OCS-G 4897 to McMoran Offshore Exploration Company reserving unto itself its 17.5% share of 5.0% overriding royalty interest.

This Assignment is also made subject to and Assignee agrees to accept and assume all of the terms, conditions and obligations of that certain Assignment of Oil and Gas Lease, dated April 26, 1985, wherein McMoran Oil & Gas Co., formerly McMoran Offshore Exploration Co., assigned all of its right, title and interest in the foregoing Oil and Gas Lease OCS-G 4897 to FMP Operating Company, a Limited Partnership, of which McMoran is the Managing General Partner.

This Assignment is further made subject to all of the terms and expressed and implied covenants and conditions of foregoing Oil and Gas Lease OCS-G 4897, to the extent of the rights hereby assigned, which terms, covenants and conditions the Assignee hereby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants and conditions, insofar as the said leased acreage is concerned, shall be binding on the Assignee, not only in favor of the Lessor and its heirs, successors and assigns, but also in favor of the Assignor and its successors and assigns.

JUL 17 1985
RECEIVED

RECEIVED
JAN 6 1 09 PM '85
MINERAL RIGHTS SECTION
BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C.

This Assignment is made without warranty of any kind.

In the event that Assignee should elect to surrender, abandon or release all or any of its right in said lease acreage, or any part thereof, the Assignee shall notify the Assignor not less than thirty (30) days in advance of such surrender, abandonment or release and, if requested to do so by the Assignor, the Assignee immediately shall reassign such rights in said lease acreage, or such part thereof, to the Assignor.

IN WITNESS WHEREOF, this instrument has been executed this 31st day of December, 1985, but effective as of February 11, 1985. *sw*

PETROPACIFIC RESOURCES, INC.

By: *[Signature]*
John L. Willis, President

ATTEST:

[Signature]
Fred M. Walker, Notary

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On this 31st day of December, 1985, before me appeared John L. Willis, to me personally known, who, being by me duly sworn, did say that he is the President of PetroPacific Resources, Inc. and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said John L. Willis acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal.



[Signature]
Notary Public in and for said county and state

My Commission expires: _____

Pittencrieff America, Inc.

4897

December 13, 1990

United States Department of the Interior
Adjudication Unit, MS 5421
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

Re: OCS-G 4897
South Pass Block 46
Offshore Louisiana

Gentlemen:

Enclosed please find two xerox copies of an Assignment of Interests in Oil and Gas Leases out of Seahawk Oil International, Inc., into Pittencrieff America, Inc., on the above referenced. Also enclosed is our check in the amount of \$25.00 to cover the filing fees.

I understand the portion of the Assignment covering the Vermillion Area, OCS-G 5410 is invalid since the wells on this block have been plugged and abandoned and the block surrendered by the operator.

The Assignment covering the OCS-G 4897 is for an overriding royalty interest and it is my understanding that Pittencrieff America, Inc. does not have to be registered as a qualified operator in order to have this placed in your files.

Please be kind enough to return the second copy to our office after the Assignment has been processed.

Your assistance in this matter will be greatly appreciated. If you should have any questions, or if I can be of any help in this matter, please let me know.

Yours very truly,

PITTENCRIEFF AMERICA, INC.

Nina Vest

Nina Vest (Mrs.)
Land Management

/nv
Enclosures

RECEIVED

DEC 18 1990

Minerals Management Service
Leasing & Environment

RECEIVED

DEC 18 1990

ASSIGNMENT OF INTERESTS IN OIL AND GAS LEASES

Minerals Management Service

Leasing & Environment

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, SEAHAWK OIL INTERNATIONAL, INC., a New Jersey corporation ("Assignor"), 18552 MacArthur Boulevard, Suite 395, Irvine, California 92715, does hereby TRANSFER, ASSIGN and CONVEY unto PITTENCRIEFF AMERICA, INC., a Texas corporation ("Assignee"), P. O. Box 5591, Abilene, Texas 79602, all of Assignor's right, title and interest in and to the oil and gas leases (the "Leases") described in Exhibit A attached hereto and incorporated herein by reference, together with a proportionate part of the rights and obligations incident or appurtenant thereto and the personal property and equipment used or obtained in connection therewith.

Each of the interests herein assigned is subject to its proportionate part of all valid and subsisting overriding royalty interests and other non-expense bearing burdens of record, and is further subject to rights and obligations under certain Contracts referenced in a Purchase and Sale Agreement between Assignor and its affiliates and Assignee dated June 16, 1989.

In effecting this Assignment, Assignor makes no warranty with respect thereto except that Assignor warrants that its title to the percentage interest in the Leases shown in Exhibit B hereto is free and clear of liens, claims and encumbrances created by, through or under Assignor, but not otherwise.

As of the Effective Date, Assignee assumes all of the obligations of Assignor under the above-referenced Leases and Contracts.

TO HAVE AND TO HOLD the property hereinabove described together with all and singular the rights appurtenant thereto in anywise belonging unto Assignee, its successors and assigns forever.

This Assignment is executed in multiple counterparts, one of which with a description of all of the properties and interests included in Exhibit A is on file at the office of Assignee at its address shown above and one of which has been recorded in each county or parish and state in which part of the Leases is located, each of which is an original and all of which are identical, except that, to facilitate recordation, Exhibit B and those property descriptions in Exhibit A which contain specific descriptions of property located in recording jurisdictions other than the jurisdiction in which the particular counterpart is to be recorded have been omitted from each recorded counterpart. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same conveyance.

Separate Assignments of the Leases may be executed on officially approved forms by Assignor to Assignee is sufficient counterparts to satisfy applicable statutory and regulatory requirements. The interests conveyed by such separate Assignments are the same, and not in addition to, the interests conveyed herein.

IN WITNESS WHEREOF, this Assignment is executed this 15th day of November, 1989, to be effective as of 7:00 a.m., July 1, 1989 ("Effective Date").

WITNESSES:

[Signature]
[Signature]

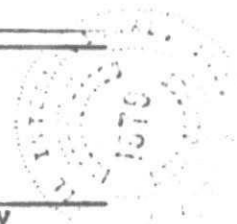
ASSIGNOR:

SEAHAWK OIL INTERNATIONAL, INC.

By [Signature]
President

ATTEST:

[Signature]
Assistant Secretary



[Signature]
[Signature]

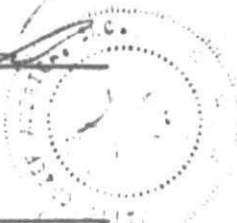
ASSIGNEE:

PITTCNCRIEFF AMERICA, INC.

By [Signature]
President

ATTEST:

[Signature]
Secretary



ACKNOWLEDGMENTS

(LOUISIANA)

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

Be it known, that on this 15th day of the month of November, 1989, before me, the undersigned authority, personally came and appeared ROBERT S. FRIEDENBERG, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnessess, that he signed the above and foregoing document as his own free act and deed and for the uses and purposes therein set forth and appeared.

In presence of _____, the said appearer has signed these presents and I have hereunto affixed my hand and seal, together with the said witnesses on the day and date first above written.



Linda L. Gentry
Notary Public

[Type or Print Name]

My commission expires: _____.

STATE OF CALIFORNIA)
 TEXAS)
COUNTY OF ORANGE)

Be it known, that on this 15th day of the month of November, 1989, before me, the undersigned authority, personally came and appeared ROBERT J. WOLSEY, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

In witness whereof, the said appearer has signed these presents and I have hereunto affixed my hand and seal, together with the said witnesses on the day and date first above written.

Angela M. Harrell
Notary Public
Angela M. Harrell
(Type or Print Name)

My commission expires: 3-14 93.



EXHIBIT "A" AND "B"

EXHIBIT A to Assignment of Interests in Oil and Gas Leases from Seahawk Oil International, Inc. to Pittencrieff America, Inc. effective as of July 1, 1989.

OIL AND GAS PROPERTIES

1. Lessor: United States of America
Lessee: Roberts Oil and Gas, Inc.
Nortex Gas & Oil Company
Integrated Energy, Inc.
Seahawk Oil International, Inc.
Petro Pacific Resources, Inc.
Date: July 1, 1983
Serial No.: OCS-G 5410
Lands Covered: Block 97, Vermillion Area, OCS Leasing Map, Louisiana Map No. 3, containing approximately 5,000 acres.

2. Lessor: United States of America
Lessee: Roberts Oil and Gas, Inc.
Petro Pacific Resources, Inc.
Paragon Petroleum, Inc.
Date: December 1, 1981
Serial No.: OCS-G 4897
Lands Covered: All of Block 46, South Pass Area, OCS Leasing Map, Louisiana Map No. 6, containing approximately _____ acres.