

0859-0002 BERTHA PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4763) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, EFFECTIVE SEPTEMBER 1, 1981
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 4458.33 ACRES BEING
ALL OF BLOCK 296, WEST CAMERON AREA, WEST ADDITION, AS
SHOWN ON OCS LEASING MAP, LOUISIANA MAP NUMBER 1A.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .0234222
CROWN'S WORKING INTEREST .0281065

LEASE NUMBERS 0859-0001 THROUGH 0859-0002, INCLUSIVE, DESCRIBED ABOVE ARE SUBJECT TO THE FOLLOWING MATTERS, TO THE EXTENT AND ONLY TO THE EXTENT THE SAME ARE VALID AND SUBSISTING AND AFFECT ONE OR MORE OF SAID LEASES.

OPERATING AGREEMENT NUMBER 085901

OPERATING AGREEMENT NUMBER 085901, DATED 9-1-81, BETWEEN SHELL OIL COMPANY, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.
COVERS LEASES:

0859-0001
0859-0002

0860-0001 BOA PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4104) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, EFFECTIVE OCTOBER 1, 1979
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 4461.05 ACRES BEING
ALL OF BLOCK 72, VERMILION AREA AS SHOWN ON OCS LEASING
MAP, LOUISIANA MAP NUMBER 3.
DEPTH A = ALL DEPTHS BELOW 9,000 FEET
DEPTH B = FROM THE SURFACE DOWN TO 9,000 FEET

CROWN'S NET REVENUE INTEREST .0347222 DEPTH A
CROWN'S WORKING INTEREST .0416667 DEPTH A
CROWN'S OVERRIDING ROYALTY INTEREST .0030556 DEPTH B

THE ABOVE LEASE IS SUBJECT TO A SLIDING SCALE ROYALTY RESERVED TO LESSOR BASED ON PRODUCTION AS SET OUT IN THE RIDER FOR AMENDMENT TO SECTION 6(A) OF THE LEASE ITSELF.

LEASE NUMBER 0860-0001, DESCRIBED ABOVE IS SUBJECT TO THE FOLLOWING MATTERS, TO THE EXTENT AND ONLY TO THE EXTENT THE SAME ARE VALID AND SUBSISTING AND AFFECT SAID LEASE.

OPERATING AGREEMENT NUMBER 086001

OPERATING AGREEMENT NUMBER 086001, DATED 10-1-79, BETWEEN SHELL OIL COMPANY, AS OPERATOR, FLORIDA EXPLORATION COMPANY, NOW CALLED THE CONTINENTAL GROUP, AND STRATA ENERGY, NOW CALLED NATURAL RESOURCE MANAGEMENT, OCFOGO, ALABAMA, AND CROWN CENTRAL PETROLEUM CORPORATION.

COVERS LEASE:
0860-0001

FARM-OUT AGREEMENT NUMBER 086001

FARMOUT AGREEMENT NUMBER 086001. DATED 9-12-84, BETWEEN SHELL, ET AL, AS FARMOR, TO WALTER OIL AND GAS, AS FARMEE COVERING DEPTHS FROM THE SURFACE DOWN TO 9,000 FEET.

COVERS LEASE:
0860-0001

0861-0001 EAST HOPNET PROSPECT

LEASE (USA LEASE NUMBER OCS-G-5425) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, EFFECTIVE JULY 1, 1983
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 5000.00 ACRES BEING
ALL OF BLOCK 220, VERMILION AREA AS SHOWN ON OCS LEASING
MAP, LOUISIANA MAP NUMBER 3.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .0215517
CROWN'S WORKING INTEREST .0258621

LEASE NUMBER 0861-0001, DESCRIBED ABOVE IS SUBJECT TO THE FOLLOWING MATTERS, TO THE EXTENT AND ONLY TO THE EXTENT THE SAME ARE VALID AND SUBSISTING AND AFFECT SAID LEASE.

OPERATING AGREEMENT NUMBER 086101

OPERATING AGREEMENT NUMBER 086101, DATED 7-1-83, BETWEEN SHELL OIL COMPANY, AS OPERATOR AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.

COVERS LEASE:
0861-0001

0862-0001 HALITE PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4420) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, EFFECTIVE NOVEMBER 1, 1980
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 5000.00 ACRES BEING
ALL OF BLOCK 77, VERMILION AREA, AS SHOWN ON OCS LEASING
MAP, LOUISIANA MAP NUMBER 3.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .0862070
CROWN'S WORKING INTEREST .1034484

LEASE NUMBER 0862-0001, DESCRIBED ABOVE IS SUBJECT TO THE FOLLOWING MATTERS, TO
THE EXTENT AND ONLY TO THE EXTENT THE SAME ARE VALID AND SUBSISTING AND AFFECT
SAID LEASE.

OPERATING AGREEMENT NUMBER 086201

OPERATING AGREEMENT NUMBER 086201, DATED 11-1-80, BETWEEN SHELL OIL COMPANY, AS
OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.

COVERS LEASE:
0862-0001

FARM-OUT AGREEMENT NUMBER 086201

FARMOUT AGREEMENT NUMBER 086201, DATED 10-29-84, FLORIDA EXPLORATION COMPANY,
ET AL, AS FARMOR, TO HUNT OIL COMPANY, AS FARMEE.

COVERS LEASE:
0862-0001

0863-0001 WEST GYPSUM PROSPECT

LEASE (USA LEASE NUMBER OCS-G-3119) FROM UNITED STATES OF AMERICA, AS LESSOR, TO
SHELL OIL COMPANY, ET AL, AS LESSEE, EFFECTIVE JULY 1, 1975
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 4139.89 ACRES BEING
ALL OF BLOCK 21, VERMILION AREA AS SHOWN ON OCS LEASING
MAP, LOUISIANA MAP NUMBER 3.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .0173608
CROWN'S WORKING INTEREST .0208330

LEASE NUMBER 0863-0001, DESCRIBED ABOVE IS SUBJECT TO THE FOLLOWING MATTERS, TO
THE EXTENT AND ONLY TO THE EXTENT THE SAME ARE VALID AND SUBSISTING AND AFFECT
SAID LEASE.

OPERATING AGREEMENT NUMBER 086301

OPERATING AGREEMENT NUMBER 086301, DATED 12-1-74, BETWEEN SHELL OIL COMPANY, AS
OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL. COVERS LEASE:

0863-0001

GAS CONTRACT NUMBER LA1-040C

GAS CONTRACT NUMBER LA1-040C, DATED 3-1-77.
PURCHASER: FLORIDA GAS TRANSMISSION
COVERS LEASE:
0863-0001

GAS CONTRACT NUMBER LA1-040D

GAS CONTRACT NUMBER LA1-040D, DATED 3-1-77.
PURCHASER: TRANSCONTINENTAL GAS
COVERS LEASE:
0863-0001

DEVELOPED LEASE NUMBER 040012

0864-0001 GYPSUM PROSPECT

LEASE (USA LEASE NUMBER OCS-G-2865) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, EFFECTIVE DECEMBER 1, 1974
LEASE COVERS:

1.00000000 MINERAL INTEREST IN 5000.00 ACRES BEING
ALL OF BLOCK 22, VERMILION AREA AS SHOWN ON OCS LEASING
MAP, LOUISIANA MAP NUMBER 3.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .0173608
CROWN'S WORKING INTEREST .0208330

LEASE NUMBER 0864-0001, DESCRIBED ABOVE IS SUBJECT TO THE FOLLOWING MATTERS, TO THE EXTENT AND ONLY TO THE EXTENT THE SAME ARE VALID AND SUBSISTING AND AFFECT SAID LEASE.

OPERATING AGREEMENT NUMBER 086401

OPERATING AGREEMENT NUMBER 086401, DATED 12-1-74, BETWEEN SHELL OFFSHORE, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.
COVERS LEASE:
0864-0001

GAS CONTRACT NUMBER LA1-040C

GAS CONTRACT NUMBER LA1-040C, DATED 3-1-77. PURCHASER: FLORIDA GAS TRANSMISSION
COVERS LEASE:
0864-0001

GAS CONTRACT NUMBER LA1-040D

GAS CONTRACT NUMBER LA1-040D, DATED 3-1-77. PURCHASER: TRANSCONTINENTAL GAS
COVERS LEASE:
0864-0001

DEVELOPED LEASE NUMBER 040010
DEVELOPED LEASE NUMBER 040011

0865-0001 NORTHEAST HOOKER PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4900) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, EFFECTIVE DECEMBER 1, 1981
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 4994.55 ACRES BEING
ALL OF BLOCK 27, MAIN PASS AREA, AS SHOWN ON OCS LEASING
MAP, LOUISIANA MAP NUMBER 10.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .0234220
CROWN'S WORKING INTEREST .0281065

0865-0002 NORTHEAST HOOKER PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4901) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, EFFECTIVE DECEMBER 1, 1981
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 4994.55 ACRES BEING
ALL OF BLOCK 28, MAIN PASS AREA, AS SHOWN ON OCS LEASING
MAP, LOUISIANA LEASING MAP NUMBER 10.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .0234220
CROWN'S WORKING INTEREST .0281065

LEASE NUMBERS 0865-0001 THROUGH 0865-0002, INCLUSIVE, DESCRIBED ABOVE ARE SUBJECT TO THE FOLLOWING MATTERS, TO THE EXTENT AND ONLY TO THE EXTENT THE SAME ARE VALID AND SUBSISTING AND AFFECT ONE OR MORE OF SAID LEASES.

OPERATING AGREEMENT NUMBER 086501

OPERATING AGREEMENT NUMBER 086501, DATED 12-1-81, BETWEEN SHELL OFFSHORE, INCORPORATED, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.
COVERS LEASES:

0865-0001
0865-0002

0859-0003 BERTHA PROSPECT

LEASE (USA LEASE NUMBER OCS-G-5008) FROM UNITED STATES OF AMERICA, AS LESSOR,
TO SHELL OFFSHORE INCORPORATED, ET AL, AS LESSEE, EFFECTIVE APRIL 1, 1982
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 2924.73 ACRES, MORE OR LESS, BEING
ALL OF BLOCK 120, HIGH ISLAND AREA, EAST ADDITION, AS
SHOWN ON OCS LEASING MAP, TEXAS MAP NUMBER 7A
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .0234222
CROWN'S WORKING INTEREST .0281065

LEASE NUMBER 0859-0003, DESCRIBED ABOVE IS SUBJECT TO THE FOLLOWING MATTERS, TO
THE EXTENT AND ONLY TO THE EXTENT THE SAME ARE VALID AND SUBSISTING AND AFFECT
SAID LEASE.

OPERATING AGREEMENT NUMBER 085902

OPERATING AGREEMENT NUMBER 085902 DATED 4-1-82 BETWEEN SHELL OFFSHORE
INCORPORATED, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.
COVERS LEASE:
0859-0003

EXHIBIT A

WEBSTER PARISH, LOUISIANA

WEBSTER PARISH, LOUISIANA
EXHIBIT A

#0025-0001

AN UNDIVIDED 50% INTEREST IN ALL OF THE OIL, GAS AND OTHER KINDRED MINERALS, IN,
ON, UNDER OR THAT MAY BE PRODUCED FROM THE LANDS DESCRIBED HEREINAFTER AS TRACTS
A AND B:

TRACT A:

THE SOUTHEAST QUARTER (SE/4) OF SECTION 4, TOWNSHIP 18 NORTH,
RANGE 9 WEST, WEBSTER PARISH, LOUISIANA, LESS AND EXCEPT
TRACTS ONE THROUGH SIX AS FOLLOWS:

TRACT ONE

BEGINNING 1184 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 18
NORTH, RANGE 9 WEST, AND RUN NORTH 575 FEET; THENCE WEST 800 FEET; THENCE
SOUTH 211 FEET; THENCE WEST 676 FEET; THENCE SOUTH 364 FEET; THENCE EAST
1476 FEET TO POINT OF BEGINNING, CONTAINING 20 ACRES, MORE OR LESS, AND
BEING THE SAME LAND PURCHASED BY STANDARD OIL COMPANY OF LOUISIANA FROM
WHITE OIL CORPORATION BY DEED DATED JANUARY 30, 1922, AND RECORDED IN
CONVEYANCE BOOK 52, PAGE 225, OF THE RECORDS OF WEBSTER PARISH, LOUISIANA.

TRACT TWO

BEGINNING AT A POINT 2650 FEET EAST AND 563.5 FEET NORTH FROM THE SOUTHWEST
CORNER OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 9 WEST; THENCE NORTH 860.5
FEET; THENCE EAST 349 FEET TO THE WEST LINE OF THE MINDEN-SIBLEY ROAD;
THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE WEST LINE OF SAID MINDEN-
SIBLEY ROAD 1046 FEET; THENCE WEST 400 FEET; THENCE NORTH 45° WEST 218 FEET
TO THE PLACE OF BEGINNING, AND CONTAINING 10.07 ACRES, MORE OR LESS, AND
BEING THE SAME LAND PURCHASED BY STANDARD OIL COMPANY OF LOUISIANA FROM
WHITE OIL CORPORATION BY DEED DATED OCTOBER 7, 1920, AND RECORDED IN
CONVEYANCE BOOK 42, PAGE 601, OF THE RECORDS OF WEBSTER PARISH, LOUISIANA.

TRACT THREE

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 9
WEST, AND RUN THENCE WEST 1286 FEET; THENCE NORTH 1607 FEET FOR THE PLACE
OF BEGINNING; THENCE WEST 536 FEET TO A STAKE; THENCE NORTH 17° 45' WEST
504 FEET TO A STAKE; THENCE EAST 536 FEET TO A STAKE; THENCE SOUTH 17° 45'
EAST 504 FEET TO A STAKE, SAME BEING PLACE OF BEGINNING, AND CONTAINING
5.91 ACRES, MORE OR LESS, AND BEING THE SAME LAND PURCHASED BY STANDARD OIL
COMPANY OF LOUISIANA FROM WHITE OIL CORPORATION BY DEED DATED . . . 12,
1920, AND RECORDED IN CONVEYANCE BOOK 42, PAGE 377, OF THE CONVEYANCE
RECORDS OF WEBSTER PARISH, LOUISIANA.

TRACT FOUR

BEGIN AT A STAKE 1184 FEET WEST AND 575 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 9 WEST, WEBSTER PARISH, LOUISIANA; THENCE RUN NORTH 1032 FEET TO A STAKE; THENCE WEST 638 FEET TO A STAKE; THENCE NORTH 17° 45' WEST 504 FEET TO A STAKE; THENCE WEST 466 FEET TO A STAKE; THENCE SOUTH 17° 45' EAST 1586 FEET TO A STAKE; THENCE 800 FEET TO PLACE OF BEGINNING, AND CONTAINING 29.01 ACRES, MORE OR LESS, AND BEING THE SAME LAND PURCHASED BY STANDARD OIL COMPANY OF LOUISIANA FROM WHITE OIL CORPORATION BY DEED DATED MAY 24, 1920, AND RECORDED IN CONVEYANCE BOOK 42, PAGE 116, OF THE CONVEYANCE RECORDS OF WEBSTER PARISH, LOUISIANA.

TRACT FIVE

5.14 ACRES OF LAND DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF THE NW/4 OF THE SE/4 OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 9 WEST, WEBSTER PARISH, LOUISIANA, AND RUN NORTH 0° 53' WEST 62 FEET FOR THE POINT OF BEGINNING (SAID POINT OF BEGINNING BEING 1424.0 FEET NORTH 0°53' WEST OF THE SOUTHWEST CORNER OF THE SE/4 OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 9 WEST); THENCE RUN SOUTH 89° 46' EAST 369 FEET TO THE WEST RIGHT OF WAY LINE OF LOUISIANA HIGHWAY NO. 7; THENCE RUN NORTH 17° 42' WEST ALONG SAID RIGHT OF WAY 1274.75 FEET TO THE WEST LINE OF THE NW/4 OF SE/4 OF SAID SECTION 4; THENCE RUN SOUTH 0° 53' EAST 1211 FEET TO THE POINT OF BEGINNING.

TRACT SIX

BEGINNING AT THE RIGHT OF WAY OF THE LOUISIANA AND ARKANSAS RAILWAY ON THE SOUTH LINE OF THE SE/4 OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 9 WEST, WEBSTER PARISH, LOUISIANA, AND RUN EAST ALONG SAID SECTION LINE 90 YARDS TO A GUM TREE; THENCE RUN NORTH 100 YARDS TO A STOB; THENCE RUN WEST 60 YARDS, MORE OR LESS, TO THE RIGHT OF WAY OF THE LOUISIANA AND ARKANSAS RAILWAY; THENCE RUN SOUTH ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING, SAID LAND BEING SITUATED ON THE EAST SIDE OF THE L & A RAILWAY RIGHT OF WAY IN THE SE/4 OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 9 WEST.

TRACT B:

IN SECTION 4, TOWNSHIP 18 NORTH, RANGE 9 WEST

THE NORTHWEST QUARTER (NW/4) OF THE SOUTHWEST QUARTER (SW/4) AND THE SOUTH HALF (S/2) OF THE SOUTHWEST QUARTER (SW/4),

AND

IN SECTION 5, TOWNSHIP 18 NORTH, RANGE 9 WEST

THE EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4)

#0024-0001

ALL OF THE OIL, GAS, AND OTHER KINDRED MINERALS LOCATED IN, ON, UNDER, OR THAT MAY BE PRODUCED FROM THE FOLLOWING DESCRIBED LAND IN WEBSTER PARISH, LOUISIANA, TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF A TRACT OF LAND SOLD BY D. W. HARRELL, ET ALS, TO B. W. FRANKLIN, BY ACT DATED NOVEMBER 12, 1919, RECORDED IN VOLUME 37, PAGE 143, CONVEYANCE RECORDS OF WEBSTER PARISH, LOUISIANA, SAID CORNER BEING 208 FEET SOUTH OF THE JUNCTION OF WEST STREET AND PARK STREET AND ON THE WEST SIDE OF PARK STREET; THENCE RUN IN A WESTERLY DIRECTION ON THE SOUTH SIDE OF THE LAND SOLD BY D. W. HARRELL, TO B. W. FRANKLIN 150 FEET TO CORNER; THENCE IN A SOUTHERLY DIRECTION PARALLEL WITH PARK STREET 50 FEET TO CORNER; THENCE IN AN EASTERLY DIRECTION AND PARALLEL WITH THE SOUTH LINE OF THE ABOVE DESCRIBED B. W. FRANKLIN TRACT 150 FEET TO THE WEST SIDE OF PARK STREET; THENCE ALONG THE WEST SIDE OF PARK STREET 50 FEET TO POINT OF BEGINNING; SITUATED IN THE CORPORATE LIMITS OF THE TOWN OF MINDEN, WEBSTER PARISH, LOUISIANA.

ACCEPTANCE OF FIRST AMENDMENT TO
ACT OF COLLATERAL MORTGAGE, COLLATERAL CHATTEL
MORTGAGE, AND PLEDGE AND ASSIGNMENT OF PRODUCTION

STATE OF TEXAS
COUNTY OF HARRIS

BE IT KNOWN, that on this 13th day of December, 1985, before me, the undersigned Notary Public, in and for the County and State aforesaid, and in the presence of the undersigned competent witnesses:

PERSONALLY CAME AND APPEARED:

MBANK HOUSTON, NATIONAL ASSOCIATION
(hereinafter referred to as the
"Collateral Agent"), represented herein
by its undersigned duly authorized
officer,

who, being duly sworn, did declare and say that the Collateral Agent hereby accepts, acknowledges, consents and agrees to all of the terms and conditions of that certain First Amendment to Act of Collateral Mortgage, Collateral Chattel Mortgage, and Pledge and Assignment of Production executed by Crown Central Petroleum Corporation, dated December 13th, 1985 (hereinafter referred to as the "Amendment"), to which this Acceptance of First Amendment to Act of Collateral Mortgage, Collateral Chattel Mortgage, and Pledge and Assignment of Production is attached and made a part (hereinafter referred to as the "Acceptance").

(Unless otherwise defined herein, capitalized terms used herein shall have the same meaning as set forth in the Amendment.)

The Mortgage Note was presented to me, said Notary by the Collateral Agent for the purpose of paraphrasing the same "Ne Varietur" for identification with this Acceptance of First Amendment to Act of Collateral Mortgage, Collateral Chattel Mortgage, and Pledge and Assignment of Production, and after completion thereof, the Mortgage Note was returned to the Collateral Agent, which hereby acknowledges receipt thereof.

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 Collateral Agent and me, Notary Public.

WITNESSES:

Judith R. Benedict
Linda N. O'Leary

MBANK HOUSTON, NATIONAL ASSOCIATION

BY: [Signature]

ITS: LOD PRESIDENT

Trudy Navarro
NOTARY PUBLIC

TRUDY NAVARRO
Notary Public, State of Texas
My Commission Expires January 31, 1988
Bonded By Lovett Agency, Loversburg, Tenn.

WBB-456



12 5044

SOI ROYALTIES INC.
c/o SHELL OFFSHORE INC.
P. O. BOX 61933
NEW ORLEANS, LA 70161

March 21, 1988

RECEIVED

MAR 22 1988

Minerals Management Service
ATTN LE-3-1
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

Minerals Management Service
Leasing & Environment

Gentlemen:

SUBJECT: OUTER CONTINENTAL SHELF
OCS-G 4101 - EAST CAMERON 240
OCS-G 4126 - MAIN PASS 310
OCS-G 8467 - MAIN PASS 315
OCS-G 4424 - VERMILION 221
OCS-G 5425 - VERMILION 220
OCS-G 4703 - MATAGORDA ISLAND 681
OCS-G 5171 - MATAGORDA ISLAND 681
OCS-G 4734 - HIGH ISLAND A-6
OCS-G 5044 - SHIP SHOAL 255
OCS-G 5560 - SHIP SHOAL 255

Please file copies of this letter and the enclosed Assignment of Overriding Royalty Interest from West Timbers Limited Partnership, North Timbers Limited Partnership and East Timbers Limited Partnership, Assignors, to SOI Royalties Inc., effective December 31, 1987, in each of the captioned lease files.

Enclosed is a check dated March 21, 1988 in the amount of \$250.00 to cover the cost of filing these documents.

Please acknowledge receipt of this letter and documents by signing and returning a copy of the letter.

Yours very truly,


I. G. Clark, Jr.
Attorney-in-Fact

ETO'B:JRR

Enclosures

RECEIPT ACKNOWLEDGED THIS
22nd DAY OF MARCH, 1988.

MINERALS MANAGEMENT SERVICE

BY: 
La Nelle Boehm

CNL F8807009 - 0001.0.0

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

OUTER CONTINENTAL SHELF

GULF OF MEXICO

WHEREAS, WEST TIMBERS LIMITED PARTNERSHIP, a Delaware limited partnership, NORTH TIMBERS LIMITED PARTNERSHIP, a Texas limited partnership, and EAST TIMBERS LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter collectively called "Assignor"), are the owners of the undivided leasehold working interests in those certain oil and gas leases, all as designated and described in Exhibit "A" attached hereto and incorporated herein (herein called "Said Leases" insofar as said oil, gas or mineral leases cover lands described in Exhibit "A" hereto); and

WHEREAS, Assignor has agreed to assign to SOI ROYALTIES INC., herein called "Assignee", overriding royalty interests in and to the Gas (as defined in that certain Assignment of Overriding Royalty Interest, dated October 1, 1984, by and between Shell Offshore Inc. and SOI Royalties Inc., as amended by instrument dated November 29, 1984, hereafter referred to as the "Overriding Royalty Assignment Agreement") to be produced and saved from and attributable to Said Leases as herein set forth.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration cash in hand paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby GRANT, BARGAIN, SELL, ASSIGN, and CONVEY unto Assignee as overriding royalty interests (herein called the "Assigned Overrides"), the "Agreed Value" (as defined in the Overriding Royalty Assignment Agreement) of undivided percentages as shown in Exhibit "A" of all Gas produced, saved and marketed after December 31, 1987 (the Effective Date) from and attributable to Assignor's "Net Interest" (as defined in the Overriding Royalty Assignment Agreement) in, to and under Said Leases, subject to the applicable terms and provisions of Said Leases and applicable only insofar as it applies to Assignor's percentage leasehold working interest, in accordance with the terms, conditions, and provisions set forth in the above referenced Overriding Royalty Assignment Agreement.

RECEIVED

MAR 22 1988

Minerals Management Service
Leasing & Environment

THIS ASSIGNMENT shall be further subject to the following terms, conditions, reservations or exceptions:

1. This ASSIGNMENT shall at all times be subject to the terms, conditions, exceptions and reservations contained in a certain unrecorded AGREEMENT FOR EXCLUSIVE RIGHT TO PURCHASE OFFSHORE PROPERTIES between Cross Timbers Oil Company, and Shell Oil Company, as amended by Letter Agreement dated December 21, 1987 from Cross Timbers Oil Company, et al and approved by Shell Offshore Inc. and SOI Royalties Inc. The unrecorded AGREEMENT FOR EXCLUSIVE RIGHT TO PURCHASE OFFSHORE PROPERTIES, as amended, shall at all times govern the rights of the parties in the property transferred by this ASSIGNMENT, and all interested parties are hereby given notice of its existence.

2. This ASSIGNMENT shall be effective as of 11:59 p.m. on December 31, 1987.

3. The terms, conditions or exceptions contained herein shall constitute covenants running with the land and shall be binding upon, and for the benefit of, the respective successors and assigns of Assignor and Assignee.

4. Assignor shall warrant title to the property described herein against the claims and demands of all persons lawfully claiming the same by, through or under Assignor, but not otherwise, provided Assignee shall have the right of full substitution and subrogation to the full extent permitted by applicable law in and to any and all rights and actions of warranty which Assignor has or may have against any and all preceding owners or vendors of the property conveyed herein.

6. This ASSIGNMENT may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed on the dates of their respective acknowledgments set forth below, to be effective, however, as of the Effective Time.

Witnesses for Assignor:

D. C. Platt
V. L. D. Kennedy

ASSIGNOR:

EAST TIMBERS LIMITED PARTNERSHIP

and

WEST TIMBERS LIMITED PARTNERSHIP

and

NORTH TIMBERS LIMITED PARTNERSHIP

By: Cross Timbers Partners,
General Partner of each of
the above limited partnerships

By: Cross Timbers Production
Company, its General Partner

By: *Louis G. Baldwin*

Name: Louis G. Baldwin

Title: VICE PRESIDENT

Witnesses for Assignee:

A. H. Jones
W. B. Adams

ASSIGNEE:

SOI ROYALTIES, INC.

By: *I. G. Clark, Jr.*

Name: ATTORNEY IN FACT
I. G. CLARK, JR.

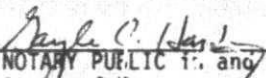
Title: _____

THE STATE OF TEXAS

COUNTY OF HARRIS

Be it known, that on this 30th day of the month of December, 1987, before me the undersigned authority, personally came and appeared Louis G. Baldwin, Vice President of Cross Timbers Production Company, a Texas corporation, General Partner of Cross Timbers Partners, a Texas limited partnership, General Partner of West Timbers Limited Partnership, a Delaware limited partnership, North Timbers Limited Partnership, a Texas limited partnership, and East Timbers Limited Partnership, a Texas limited partnership, 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 witnesses 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.


NOTARY PUBLIC in and for the
State of Texas

My Commission expires:

Printed Name Notary:

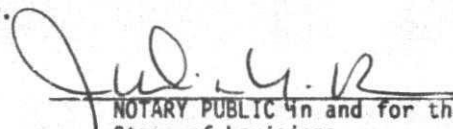


THE STATE OF LOUISIANA

PARISH OF ORLEANS

Be it known, that on this 30th day of the month of December, 1987, before me the undersigned authority, personally came and appeared I. G. CLARK, JR., ATTORNEY-IN-FACT of SOI Royalties Inc., a Delaware corporation, 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 witnesses 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.


NOTARY PUBLIC in and for the
State of Louisiana

My Commission expires:

AT DEATH

Printed Name Notary:

JUDITH Y. ROBERTSON

Attorney-Notary Public

Orleans Parish

State of Louisiana

Commission is Issued for Life.

EXHIBIT A
TO
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Outer Continental Shelf, Gulf of Mexico, Oil and Gas Leases from the USA.

OCS-G 4101, covering all of Block 240 East Cameron Area

Assignor's Decimal Leasehold Working Interest - .0435417
Assigned Overriding Royalty Percentage - 50%

OCS-G 4126, covering all of Block 310, Main Pass Area

Assignor's Decimal Leasehold Working Interest - .0435417
Assigned Overriding Royalty Percentage - 50%

OCS-G 8467, covering all of Block 315, Main Pass Area

Assignor's Decimal Leasehold Working Interest - .0416667
Assigned Overriding Royalty Percentage - 50%

OCS-G 4424, covering all of Block 221, Vermilion Area

Assignor's Decimal Leasehold Working Interest - .0265541
Assigned Overriding Royalty Percentage - 60%

OCS-G 5425, covering all of Block 220, Vermilion Area

Assignor's Decimal Leasehold Working Interest - .0265541
Assigned Overriding Royalty Percentage - 60%

OCS-G 4703, covering all of Block 681, Matagorda Island Area

Assignor's Decimal Leasehold Working Interest - .0281065
Assigned Overriding Royalty Percentage - 60%

OCS-G 5171, covering all of Block 682, Matagorda Island Area

Assignor's Decimal Leasehold Working Interest - .0281065
Assigned Overriding Royalty Percentage - 60%

OCS-G 4734, covering all of Block A-6, High Island Area

Assignor's Decimal Leasehold Working Interest - .0281065
Assigned Overriding Royalty Percentage - 50%

OCS-G 5044, covering all of Block 259, Ship Shoal Area

Assignor's Decimal Leasehold Working Interest - .0281065
Assigned Overriding Royalty Percentage - 50%

OCS-G 5560, covering all of Block 258, Ship Shoal Area

Assignor's Decimal Leasehold Working Interest - .0281065
Assigned Overriding Royalty Percentage - 50%

RECEIVED

MAR 22 1988

Minerals Management Service
Leasing & Environment