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New Orleans, 70139
April 7, 1982

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PROFESSIONAL CORPORATION
FIRST ADMITTED
IN LOUISIANA

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 4762
4763
4749
4900
4901
5008
5044
5047
5052

Gentlemen

Apache Corporation has executed a Pledge Agreement in favor of Bank of America National Trust and Savings Association acting as Agent for and on behalf of certain Participants referred to therein. The Pledge Agreement covers certain collateral relating to 9 oil, gas, and mineral leases more fully described on Exhibit "A" attached to the Pledge Agreement, and referenced above.

In order that third persons may be placed on notice as to the execution and efficacy of the above mentioned Pledge

RECEIVED
APR 7 11 03 AM '82
U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

U.S. Department of Interior

LISKOW & LEWIS

April 7, 1982

PAGE 2

Agreement, please file one copy of this letter, each with an attached duplicate original of the Pledge Agreement in the files in your office relating to Leases OCS-G 4762, 4763, 4749, 4900, 4901, 5008, 5044, 5047, and 5052.

By your signature in the space provided on the photocopies of this letter, please acknowledge that filing has been accomplished pursuant to this request.

Very truly yours,

LISKOW & LEWIS

By: *Marilyn C. McElroy*

MCM/mls
Enclosures

Filing Accomplished as
Requested.

Kathy L. Boekman

April 7, 1982

RECEIVED
APR 7 11 03 AM '82
NATIONAL ARCHIVES

PLEDGE AGREEMENT

This PLEDGE AGREEMENT dated as of March 19, 1982 made by Apache Corporation, a corporation organized and existing under the laws of the State of Delaware ("Company"), to Bank of America National Trust and Savings Association and its successors and assigns under the Servicing and Agency Agreement referred to below ("Agent"), as agent for and acting on behalf of Bank of America National Trust and Savings Association, as Trustee for Trust Numbers 10330-0, 13374-0, 13375-0, and 14376-0, and Chase Manhattan Bank, N.A., as Trustee for Trust Number IBM-P-92104, Participants named in the Loan Agreement referred to below ("Participants"), and all Persons who from time to time hold any of the Notes of Company outstanding under the Loan Agreement referred to below (the Participants and such other Persons being referred to collectively herein as "Secured Parties"):

W I T N E S S E T H:

WHEREAS, Company is one of several parties to certain Venture Agreements under which Shell Oil Company, a Delaware corporation, acting in part on behalf of Company, has submitted successful bids and acquired certain lease tracts located offshore in the Gulf of Mexico and intends to submit bids to acquire additional lease tracts;

WHEREAS, in order to provide funds necessary to enable Company to meet certain of its obligations under the Venture Agreements, Company, Agent and Participants have entered into a Loan Agreement dated as of March 19, 1982 (as it may from time to time be amended, modified or supplemented, the "Loan Agreement"), pursuant to which (i) Participants have agreed, subject to the terms and conditions thereof, to make certain Loans to Company from time to time, with such Loans to be evidenced by Notes issued to Participants as provided in the Loan Agreement, (ii) Participants have retained the right to fund certain Optional Loans, in addition to the Loans committed to be made by Participants, which Optional Loans if made, will be evidenced by certain other Notes to be issued to Participants as provided in the Loan Agreement, and (iii) Company has agreed to pay the Additional Interest to Participants for the period of time and as provided in the Loan Agreement;

WHEREAS, Agent and Participants have entered into a Servicing and Agency Agreement dated as of March 19, 1982 (as it may from time to time be amended, modified or

supplemented, the "Servicing Agreement"), pursuant to which Agent has been appointed the agent of Secured Parties for the purpose, among other things, of holding on behalf of Secured Parties the security interest granted by this Pledge Agreement and exercising on behalf of Secured Parties the rights and remedies granted hereby;

WHEREAS, Company, Agent, and Participants have entered into a Security Agreement and Assignment dated as of March 19, 1982 (as it may from time to time be amended, modified, or supplemented, the "Security Agreement" as security for the Obligations (as defined herein); and

WHEREAS, it is a condition precedent to the obligation of Participants to make the initial Loan under the Loan Agreement that Company shall have executed and delivered to Agent this Pledge Agreement (hereinafter referred to as the "Pledge Agreement");

NOW THEREFORE, in consideration of the premises and in order to induce Participants to make the Loans provided for under the Loan Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. As used in this Pledge Agreement, terms defined in the Loan Agreement shall have the meanings given them in the Loan Agreement when used herein, unless such terms are otherwise defined herein, and the following terms shall have the following meanings, unless the context otherwise requires:

"Collateral" shall mean the items of tangible and intangible property described in paragraphs (A) through (C) of Section 2 of this Pledge Agreement.

"Contracts" shall mean all contracts for the sale of minerals after they are severed, all gas sales contracts, all oil, distillate, or condensate sales contracts, all gas transportation contracts, and all gas processing contracts, and all proceeds thereof and rights thereunder, whether now or hereafter existing and arising out of or related to the production and sale of Hydrocarbons from any and all Financed Leasehold Interests, including, without limitation, the Financed Leasehold Interests described in Exhibit A attached hereto and made a part hereof for all purposes and any and all future Financed Leasehold Interests, and including, but

not limited to those contracts specifically described on Exhibit B attached hereto and made a part hereof for all purposes. As used herein, the term "proceeds" shall include but shall not be limited to (i) any and all amounts now or hereafter received or receivable by or credited to Company from time to time with respect to any and all Contracts, or Financed Leasehold Interests, (ii) any and all payments (in any form whatsoever) made or due and payable to Company from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral (as hereinafter defined) or the Financed Leasehold Interests or Equipment by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable to Company under or by virtue of or in connection with any of the Collateral or Financed Leasehold Interests or Equipment.

"Equipment" shall mean the ownership interest of Company in and to all equipment, machinery, supplies, and other items of movable property of any kind or character now or hereafter placed on or used in connection with wells and the operation of such wells located on the Financed Leasehold Interests.

"Hydrocarbons" shall mean crude oil, natural gas, condensate, natural gas liquids and other liquid or gaseous hydrocarbons.

"Obligations" shall mean (i) the unpaid principal amount of, and accrued interest on, the Notes, (ii) the obligation to pay the Additional Interest, (iii) all other obligations, liabilities and indebtedness of Company to Participants, now existing or hereafter incurred, under, arising out of, or in connection with the Loan Agreement, the Notes, the Loans, the Additional Interest, the Optional Loans (if any), and this Pledge Agreement, and (v) all renewals, extensions and rearrangements of all such obligations, liabilities and items of indebtedness or any part thereof.

2. Pledge. As collateral security for the prompt and complete payment and performance when due of all the Obligations up to a maximum amount or limit of \$800,000,000.00, and in order to induce Participants to enter into the Loan Agreement and make the Loans to Company in accordance with the terms thereof, Company hereby pledges to Secured Parties, acting by and through Agent an undivided percentage equal to the Collateral Interest in and to the following (all of which are hereinafter collectively called the "Collateral"):

- (A) All Contracts, whether now existing or hereafter arising, and Company hereby authorizes and empowers Agent upon the occurrence and continuance of any Event of Default under the Loan Agreement, to demand, collect, and receive all payments and proceeds thereunder, 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 the Collateral and Company hereby authorizes and directs all pipeline companies, gathering companies and others purchasing Hydrocarbons from the Financed Leasehold Interests or having in their possession any Hydrocarbons from said Financed Leasehold Interests or the proceeds therefrom, to pay and deliver the Collateral to Agent upon demand by Agent. Company agrees that all division orders, transfer orders, receipts and other instruments which Agent may from time to time execute and deliver for the purpose of collecting or receipting for the Collateral may be relied upon in all respects, and that the same shall be binding upon Company and Company's successors and assigns. Company agrees to execute and deliver all necessary, convenient and appropriate instruments, including transfer and division orders, which may be required by Agent in connection with the receipt by Agent of the Collateral and to indemnify and keep and hold Agent and Secured Parties free and harmless from all parties whomsoever having or claiming an adverse interest in the Collateral and in this respect agrees to pay all expenses, costs, charges (including storage and removal charges) and reasonable attorney's fees that may be incurred by Agent or Secured Parties as to any of said matters.
- (B) All amounts, sums, revenues and income which become payable to Company from any of the Financed Leasehold Interests or under any contract, present or future, relating to any gas pipeline system, processing plant, or unit now or hereafter affecting or relating to the Financed Leasehold Interests.
- (C) To the extent not otherwise included, all proceeds and products of any or all of the items of property described in paragraphs (A) and (B) above.

3. Covenants with Regard to Collateral. Company hereby covenants and agrees with Agent for the benefit of Secured Parties that upon the occurrence and continuance of any Event of Default under the Loan Agreement and until the Obligations are fully satisfied:

A. Company agrees to execute such transfer orders, payment orders, division orders and other instruments as may be needed by Agent or requested by it incident to its having all assigned payments made directly to it at its office in San Francisco, California. Company hereby authorizes and directs all such pipeline companies, purchasers, transporters and other parties owing monies to Agent under Contracts herein assigned, to pay such amounts direct to Agent as follows:

Bank of America National Trust
and Savings Association, Agent
Trust Administration - Worldwide
Bank of America - World Headquarters Building
555 California Street
San Francisco, California 94104,
marked for the attention of
Lawrence E. Nerheim, Esquire
Executive Vice President,
Trust Administration - Worldwide

and such authorization shall continue until this Pledge Agreement is released. Such parties are directed to pay such amounts to Agent upon demand by Agent, and shall not be required to inquire whether or not any Event of Default under the Loan Agreement has occurred or is continuing, and each such person making payment to Agent shall be fully protected in making such payment on demand by Agent. Agent 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 Agent but shall be fully protected in making such payment to Agent under the pledge herein contained. Should Agent or Secured Parties bring suit against any third party for collection of any amounts or sums included within this pledge (and Agent and Secured Parties shall have the right to bring any such suit), it may sue either in its own name, the name of Secured Parties or in the name of Company.

B. In the event that, for its convenience, Agent should elect with respect to particular Financed Leasehold Interests not to exercise immediately its right to receive direct payment of the Collateral, relating thereto, then the oil or gas purchasers or other persons obligated to make such

payment shall continue to make payment of such proceeds or amounts to Company until such time as written demand has been made upon them by Agent that payment be made direct to Agent. Such failure to notify shall not in any way waive the right of Agent to receive any such payments not theretofore paid out to Company before the giving of written notice. In this regard, in the event payments of the Collateral are made direct to Agent, and then, at the request of Agent, such payments are, for a period or periods of time, paid to Company, Agent shall nevertheless have the right, so long as an Event of Default under the Loan Agreement has occurred and is continuing, effective upon written notice, to require that future payments of the Collateral be again made to it.

C. Independent of the foregoing provisions and authorities herein granted, Company agrees to execute and deliver any and all transfer orders, division orders and other instruments, including, but not limited to certified copies of this Pledge Agreement, that may be requested by Agent or that may be required by any purchaser of the production from, or of gas or oil or products delivered through, any of the Financed Leasehold Interests to affect payment of the proceeds direct to Agent. Any proceeds of any contracts which for any reason may be paid to Company shall, when received by Company, constitute trust funds in its hands and shall be subject to the privilege granted by this Pledge Agreement, and all such proceeds shall be immediately paid over to Agent.

D. Secured Parties and Agent, and their respective successors and assigns, are hereby absolved from all liability for failure to enforce collection of the Contracts or any proceeds thereof pledged under Section 2 above and from all other responsibility in connection therewith, except the responsibility to account (by application upon the Obligations or otherwise) or otherwise for funds actually received. Company agrees to indemnify and hold harmless Agent and Secured Parties against any and all liabilities, actions, claims, judgments, costs, charges and attorney's fees by reason of the assertion that they or either of them have received, either before or after payment in full of the Obligations, funds from the production of oil, gas, other hydrocarbons or other minerals claimed by third persons, and Agent and Secured Parties shall each have the right to defend against any such claims or actions employing attorneys of their own selection, and if not furnished with indemnity satisfactory to each of them, they shall each 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 Agent or by Secured Parties 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 Agent or by Secured Parties pursuant to the provisions of this Section 3 shall be demand obligations owing by Company and shall bear interest at the rate provided for in Section 6.1(c) of the Loan Agreement from date of expenditure until paid by Company and shall be secured by the privilege granted by this Pledge Agreement.

F. Nothing herein contained shall detract from or limit the absolute obligation of Company to make prompt payment of the Obligations and of all amounts owing thereon, or the absolute obligation of Company to make prompt payment of all amounts owing hereunder at the time and in the manner provided in the Notes or the Loan Agreement or this Pledge Agreement, as the case may be, regardless of whether the Collateral herein pledged is sufficient to pay the same, and the rights under this Pledge Agreement shall be cumulative of all other security of any and every character now or hereafter existing to secure the payment of the Obligations. Monies received under the pledge herein contained shall not be deemed applied to payment of the Obligations secured by this Pledge Agreement unless and until such funds are actually applied to the Obligations as provided in the Loan Agreement.

4. Relationship to Venture Agreements.

A. This Pledge Agreement is made by Company and accepted by Agent and Secured Parties subject to the terms and provisions of the Venture Agreements, to the extent the same are validly existing and affect portions of the Collateral. Company, Agent and Secured Parties acknowledge that Company is a Non-Operator under the Venture Agreement.

B. Company expressly covenants and agrees that anything contained herein to the contrary notwithstanding, the exercise by Agent of any of the rights of Company pledged hereunder shall not release Company from any of its duties or obligations under any Venture Agreement, neither Agent nor Secured Parties shall have any obligation or liability under any Venture Agreement or to any creditor of any party to any of such Venture Agreements by reason of the execution and delivery of this Pledge Agreement or the receipt by Agent or any Secured Party of any payment pursuant hereto, nor shall Agent or any Secured Party be obligated hereunder to perform or fulfill any of the duties or obligations of Company under any Venture Agreement or to make any payment thereunder, or to make any inquiry as to the nature or sufficiency of any

payment received by it thereunder, or the sufficiency or performance by any party thereunder, or to present or file any claim, or take any action to collect or enforce any performance or the payment of any amounts or the delivery of any Collateral which may have been pledged to it or to which it may be entitled at any time or times.

5. Representations, Warranties and Covenants with Regard to Collateral, Financed Leasehold Interests and Equipment.

A. Company represents, warrants and covenants that Company is the lawful owner and holder of the Collateral and the Financed Leasehold Interests and the Equipment; that Company has good right and authority to pledge the Collateral and to make the covenants, representations, warranties and pledges contained in this Pledge Agreement; that all existing and future rents, royalties and other payments due and payable under each of the Financed Leasehold Interests and Equipment any contracts and other instruments constituting a part of or related to the Financed Leasehold Interests or the Collateral have been and will be properly and timely paid and that all oil and gas severance and production taxes payable by Company have been and will be duly paid; that the Collateral is free and clear from all liens except the lien and privilege evidenced by this Pledge Agreement; and that Company will warrant and forever defend the title to the Collateral against the claims of all persons whomsoever claiming or to claim the same or any part thereof.

B. So long as the Obligations secured hereby or any part thereof remain unpaid, Company, for itself and its successors, representatives and assigns, covenants and agrees with Agent and Secured Parties and their respective successors and assigns as follows:

- (1) That Company will make prompt payment of the Notes, the Additional Interest and all other Obligations secured hereby.
- (2) That any stamp or documentary taxes, if any, which may be required to be paid with respect to the Notes or any of the security instruments executed by Company to Agent will be paid immediately upon request unless, by applicable state law in the case of such taxes, it shall be unlawful for Company to pay such tax or reimburse Agent therefor.

- (3) That Company will continuously maintain in good condition and operate in a good and workmanlike manner all pipelines and pipeline systems, if any, related to the Financed Leasehold Interests and Equipment in accordance with the valid rules and regulations of duly constituted authorities.
- (4) That all of the Financed Leasehold Interests and Equipment will be kept in good operating condition and that Company will cause to be made promptly all repairs, renewals, replacements, additions and improvements which are needed in connection with any part of the Financed Leasehold Interests or Equipment.
- (5) That all Financed Leasehold Interests will be continuously maintained, developed and operated in a good and workmanlike manner.
- (6) That Company will observe and comply with (or cause to be observed and complied with) all of the terms and provisions, express or implied, of the Financed Leasehold Interests and of any assignments or subleases thereof under which Company holds, or its predecessors in interest held title in order to keep such leases or assignments in full force and effect. Company will not permit the surrender, abandonment, release or termination of any such Financed Leasehold Interests, in whole or in part, so long as it is capable of producing Hydrocarbons or other minerals, except as permitted in the Loan Agreement; and Company shall protect all Financed Leasehold Interests against drainage of Hydrocarbons thereunder by reason of production on other properties.
- (7) That Company will observe and comply with all of the terms and provisions of all easements, licenses, franchises, permits and contracts (both existing and future) affecting or relating to the Financed Leasehold Interests or which are needed incident to the operation of any of the Financed Leasehold Interests. Without limiting the foregoing, Company agrees to comply fully with all covenants and make timely payments of all amounts payable under gas purchase and gas processing contracts held by Company and also to perform fully all obligations and covenants of Company as the

seller under all gas sales contracts, and all condensate, distillate and other products sales contracts and division orders and processing contracts held by Company incident to the Financed Leasehold Interests and Equipment.

- (8) That Company will cause all debts and liabilities of any character, including, without limitation, all debts and liabilities for labor, material and equipment incurred in the operation, maintenance or expansion of the Financed Leasehold Interests to be promptly paid. Nothing in this Pledge Agreement will be construed, however, as a waiver of the lien and privilege of this Pledge Agreement as a first and prior pledge of the Collateral.
- (9) That Company will keep such part of the Financed Leasehold Interests and Equipment which is of an insurable nature and of a character usually insured by persons operating similar properties insured with companies of recognized responsibility.
- (10) That if the validity or priority of this Pledge Agreement or of any rights, titles, liens or interests created or evidenced hereby with respect to the Collateral, or the Financed Leasehold Interests and Equipment or any part thereof shall be endangered or questioned or shall be attacked directly or indirectly or if any legal proceedings are instituted against Company with respect thereto, Company will give written notice thereof to Agent promptly and, at Company's own cost and expense, Company will diligently endeavor to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal proceedings, including, but not limited to, the employment of counsel agreeable to Agent and Secured Parties, the prosecution or defense of litigation and the release or discharge of all adverse claims. Agent and Secured Parties, or either of them (whether or not named as parties to legal proceedings with respect thereto), are hereby authorized and empowered to take such additional steps as in their judgment and discretion may be necessary or proper for the defense of any such legal proceedings, including, not limited to, the prosecution or defense of litigation, and the compromise or discharge of any adverse claims made with respect to the Financed Leasehold Interests

and Equipment and all expense so incurred of every kind and character shall be a demand obligation owing by Company and shall bear interest at the rate provided for in Section 6.1(c) of the Loan Agreement from the date of expenditure until paid and shall be secured by the lien evidenced by this Pledge Agreement and the party incurring such expenses shall be subrogated to all rights of the person receiving such payment.

- (11) That Company will not suffer or permit any Lien to be hereafter claimed or created on or against the Collateral and should a Lien become attached hereafter in any manner to any part of the Collateral (even though inferior and subordinate to this Pledge Agreement) without the prior written consent of Agent, Company will cause such Lien to be promptly discharged.
- (12) That Company will promptly, on request of Agent, correct any defect, error or omission which may be discovered in the contents of this Pledge Agreement or in the execution or acknowledgment thereof, and will promptly execute and deliver any and all additional instruments as may be requested by Agent to correct such defect, error or omission or to describe more fully or particularly any of the Collateral or the Financed Leasehold Interests and Equipment or to identify any additional Collateral or additional properties which are or become subject to this Pledge Agreement or which are intended to be included herein pursuant to this Pledge Agreement or the Loan Agreement.
- (13) That Company will pay all engineering or appraisal fees, recording fees, taxes, abstract fees, attorney's fees, and all other costs and expenses of every character incurred in connection with the making, closing and servicing of the Obligations and will pay all reasonable fees and charges made by Agent for services performed hereunder and will reimburse Agent and Secured Parties for all expenses incurred by them, respectively, and will indemnify and hold harmless Agent and Secured Parties from and against all claims, demands, liabilities and causes of action asserted against either of them on account of any act performed or omitted to

be performed hereunder or on account of any transaction arising out of or in any way connected with the Financed Leasehold Interests and Equipment or with this Pledge Agreement, save and except for their willful misconduct. In the event that Agent or Secured Parties should pay for expenses incurred in the way of attorney's fees in connection with handling legal matters connected with the making, closing or servicing the Obligations hereby secured or should pay directly any recording or filing fees or fees incident to registering or recording instruments, such sums shall be demand obligations of Company and Company shall promptly reimburse Agent or Secured Parties, as applicable, for all such sums. Any such sums not reimbursed shall become part of the Obligations secured by this Pledge Agreement and shall bear interest from the date of expenditure at the rate provided for in Section 6.1(c) of the Loan Agreement until paid by Company.

- (14) That all representations made by Company to Agent or Secured Parties with reference to the making, closing or servicing of the Obligations are true and that Company will fully comply with all undertakings and obligations contained in the Loan Agreement and any other collateral loan agreement made in writing to Agent or Secured Parties incident to or as a part of the Loans evidenced by the Notes or any other Obligations secured hereby.
- (15) That any time after the occurrence and continuance of any Event of Default under the Loan Agreement upon request by Agent and from time to time thereafter upon request by Agent, Company will execute and deliver written notices of pledges to any persons or corporations owing or which may in the future (while this Pledge Agreement remains unrelaxed) owe to Company monies or proceeds arising in connection with any of the following matters:
 - (i) any production of Hydrocarbons from the Financed Leasehold Interests;
 - (ii) any Contracts;
 - (iii) the operation of any part of the Financed Leasehold Interests and Equipment; or

- (iv) all amounts and accounts which may accrue otherwise in connection with the Financed Leasehold Interests and Equipment or the operation or production thereof;

advising such third Parties that the Collateral has been pledged to Agent and requiring and directing that future payments thereof (including amounts then owing and unpaid) be paid to Agent in accordance with the pledge set out in Section 2 above.

- (16) That Company will, promptly upon request by Agent, properly execute and file with such filing offices as Agent may request, this Pledge Agreement and any other documents desired by Agent in connection with the perfection of the lien and privilege herein granted in the Collateral in accordance with Louisiana law.
- (17) That Company will execute and deliver upon request by Agent and from time to time upon request by Agent, such supplemental and additional Pledge Agreements as may be desired by Agent with reference to any future Contracts or Financed Leasehold Interests or Equipment or any other of the Collateral or intended to be described in this instrument or any exhibit hereto or as required in the Loan Agreement, and including, without limitation, items of after-acquired Collateral.
- (18) That Company will not execute or record any Statement of Assignment of Accounts Receivable under the provisions of La. R.S. 9:3101-3110, or any similar statute. In this regard, should any Statement of Assignment of Accounts Receivable have heretofore been executed by Company, Company covenants and agrees to obtain its release within 30 days.
- (19) That Company warrants and represents to Agent and Secured Parties that Company has not heretofore entered into any advance payment contract (as below defined) with any person or party affecting any of the Financed Leasehold Interests or any Hydrocarbons produced or which may be produced therefrom. Further, Company covenants and agrees that, without first securing the written consent of Agent, Company will not hereafter enter into or agree to any advance payment contract (as below defined) with

any person or party affecting any of the Financed Leasehold Interests and Equipment or any Hydrocarbons produced or to be produced therefrom. As used herein, the term "advance payment contract" shall be deemed to refer to and include any contract with another Person or party (the "Other Party") whereby Company receives or becomes entitled to receive (either directly or to a third party for Company's account or benefit) any payment (the "Advance Payment") which the Other Party may require to be applied toward payment of the purchase price of Hydrocarbons produced or to be produced from a particular Financed Leasehold Interest and which Advance Payment is paid or to be paid in advance of actual delivery of such production from such Financed Leasehold Interest affected thereby to or for the account of the Other Party, regardless of whether such contract imposes an obligation upon the Other Party to purchase and take delivery of such production or grants an option or right of refusal to such Other Party to purchase and take delivery of such production, and regardless of whether the Advance Payment may be applied as payment in full for such production when sold and delivered or may be applied as payment for a portion only of the purchase price thereof or of a percentage or share of such production. In this respect, it is expressly stipulated that as a condition of granting approval of any advance payment contract Agent may, in its discretion, require that a percentage of any Advance Payment equal to the Collateral Interest be paid to Agent in whole or in part for application toward payment of the Obligations or may require that any portion of any Advance Payment not thus applied on the Obligations be placed in escrow with Agent to insure use thereof as Agent may direct or determine; or Agent, in its sole discretion, may impose other conditions upon such consent or may simply refuse to consent to making of such advance payment contract. Whether or not Agent's consent to an advance payment contract heretofore or hereafter made by Company has been obtained, and regardless of whether the existence or making of such advance payment contract constitutes a breach of Company's representations or covenants herein contained, it is expressly stipulated that unless otherwise expressly agreed in writing by Agent, all Advance Payments hereafter becoming due to Company under any advance

payment contract shall be deemed proceeds of Contracts from the Financed Leasehold Interest affected thereby for purposes of Section 2 hereof which are therein pledged to and are to be paid over to Agent; and Agent's receipt or acceptance of any such Advance Payment or application thereof toward payment of the Obligations shall not constitute a waiver of any default resulting from the existence or making of the advance payment contract pursuant to which such Advance Payment is made or a ratification or approval by Agent of such advance payment contract.

- (20) If Company fails to perform or comply with any of its agreements contained herein, in the Loan Agreement, in any Venture Agreement, or in any other agreements affecting or relating to the Financed Leasehold Interests and Agent or Secured Parties, as provided for by the terms of this Pledge Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Agent or Secured Parties incurred in connection with such performance or compliance, together with interest thereon at the rate provided for in Section 6.1(c) of the Loan Agreement, shall be payable by Company to Agent or Secured Parties on demand and shall constitute Obligations secured hereby.

6. Waiver and Partial Release.

A. Agent may at any time and from time to time in writing:

- (1) Waive compliance by Company with any covenant herein made by Company to the extent and in the manner specified in such writing;
- (2) Consent to Company's doing any act which hereunder it is prohibited from doing, or to Company's failing to do any act which hereunder Company is required to do to the extent and in the manner specified in such writing; or
- (3) Release any part of the Collateral from the lien and security interest of this Pledge Agreement without the joinder of Secured Parties.

No such act by Agent shall in any way impair the rights of Agent or Secured Parties hereunder except to the extent specifically agreed to by Agent in such writing.

B. The lien and privilege granted hereunder shall not be impaired by any indulgence, including but not limited to:

- (1) Any forbearance, renewal, extension, or modification which Agent may grant with respect to any Obligations secured hereby; or
- (2) Any surrender, compromise, release, renewal, extension, exchange or substitution which Agent may grant in respect to any item of the Collateral or any part thereof or any interest therein; or
- (3) Any release or indulgence granted to Company or to any endorser, guarantor or surety of any Obligations secured hereby.

7. Additional Covenants with Regard to Collateral. Company covenants and agrees with Agent for the benefit of Secured Parties that from and after the date of this Pledge Agreement and until the Obligations are fully satisfied:

- (a) Maintenance of Records. Company will, at all times, keep and maintain at its own cost and expense satisfactory and complete records of the Collateral including, without limitation, a record of all payments received and all credits granted with respect to the Collateral and all other dealings with the Collateral.
- (b) Limitations on Liens on Collateral. Except for the lien and privilege created by this Pledge Agreement, Company will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove, any Lien upon the Collateral, and will defend the right, title or interest of Agent in and to any of its or Company's rights in, to and under the Collateral and in and to the proceeds and products thereof against the claims and demands of all persons whomsoever.

- (c) Notices. Company will advise Agent, promptly, in reasonable detail, (i) of any material change in the composition of the Collateral, and (ii) of the occurrence or any other event which would have a material adverse effect on the aggregate value of the Collateral or on the security interest created hereunder.

8. Agent Appointed as Attorney-in-Fact.

A. Company hereby irrevocably constitutes and appoints Agent and any authorized officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Company and in the name of Company or in its own name, from time to time in Agent's discretion, for the purpose of carrying out the terms of this Pledge Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Pledge Agreement and, without limiting the generality of the foregoing, hereby gives Agent and any authorized officer or agent thereof the power and right, on behalf of Company without notice to or assent by Company, to do any or all of the following:

- (1) upon the occurrence and continuance of any Event of Default under the Loan Agreement, to ask, demand, collect, receive and give acquittances and receipts for any and all monies due and to become due, or any performance to be rendered, to Company under or in connection with any Venture Agreement or any Financed Leasehold Interest or the Collateral, and in the name of Company or its own name or otherwise, to take drafts, notes, acceptances or other instruments for the payment of monies due to Company under or in connection with any of the same and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Agent for the purposes of collecting any and all such monies due to Company or securing any performance to be rendered to Company under or in connection with any of the same.
- (2) To pay or discharge taxes, Liens, security interests or other encumbrances levied or placed on or threatened against the Collateral; provided, however, that so long as no

Event of Default under the Loan Agreement has occurred and is continuing, the Agent shall not pay any such tax, Lien, security interest or encumbrance if (i) the validity thereof shall be contested by Company in good faith and by appropriate proceedings diligently prosecuted, (ii) Company shall have set aside on its books adequate reserves, if any are required under generally accepted accounting principles, with respect thereto and (iii) the failure by Company to pay any such tax, Lien, security interest or encumbrance shall not subject any part of the Collateral to risk of seizure, loss or arrest;

- (3) upon the occurrence and continuance of any Event of Default under the Loan Agreement, (i) to direct any party liable for any payment of performance to or for the benefit of Company under or in connection with any Venture Agreement, any Financed Leasold Interest or the Collateral to make payment of any and all monies due and to become due thereunder or to render any performance provided for therein directly to Agent or as Agent shall direct; (ii) to receive payment of and receipt for any and all monies, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (iii) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other rights in respect of any Collateral; (iv) to defend any suit, action or proceeding brought against Company with respect to any Collateral; and (v) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Agent may deem appropriate.

Company hereby ratifies all that said attorneys shall lawfully do or cause to be done within the scope of the power of attorney granted hereunder. All amounts paid by said attorneys pursuant to this Section 8, together with interest at the rate provided for in Section 6.1(c) of the Loan Agreement, shall be payable by Company to said attorneys on demand

and shall constitute Obligations secured hereby. This power of attorney is a power coupled with an interest and shall be irrevocable.

B. The powers conferred on Agent hereunder are solely to protect the interests of Secured Parties in the Collateral and shall not impose any duty upon it to exercise any such powers. Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Company for any act or failure to act, except for their gross negligence or willful misconduct.

C. Company also authorizes Agent, at any time and from time to time upon the occurrence and continuance of any Event of Default under the Loan Agreement, (i) to initiate communications in the name of Agent to any party concerning the Collateral with regard to the assignment hereunder of the rights and interests of Company thereunder and other matters relating thereto; provided, however, that Agent may initiate any such communication without regard to the occurrence and continuance of an Event of Default under the Loan Agreement if such communication is necessary or desirable in its sole judgment to protect or preserve its rights or the rights of Secured Parties in the Collateral hereunder, and (ii) to execute, in connection with the sale provided for in paragraph B of Section 9 of this Pledge Agreement, any endorsements, assignments, bills of sale or other instruments or conveyance or transfer with respect to the Collateral.

9. Remedies, Rights Upon Default.

A. If an Event of Default under the Loan Agreement shall occur and be continuing:

- (i) All payments received by Company under or in connection with any of the Collateral shall be held by Company in trust for Secured Parties (and Agent on their behalf), shall be segregated from other funds of Company, and shall forthwith upon receipt by Company, be turned over to Agent, in the same form as received by Company (duly endorsed by Company Agent, if required); and
- (ii) Any and all such payments so received by Agent (whether from Company or otherwise) may, in the sole discretion of Agent, be held by Agent

as collateral security for, or then or at any time thereafter applied in whole or in part by Agent against all or any part of the Obligations in such order as Agent may elect.

B. If an Event of Default under the Loan Agreement shall occur and be continuing, Agent may exercise, in addition to all other rights and remedies granted to it in this Pledge Agreement, in the Security Agreement, in the Loan Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured creditor under any applicable law of the State of Louisiana. Without limiting the generality of the foregoing, Company agrees that in any such event, Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Company or any other Person (all and each of which demand, advertisement and/or notices are hereby expressly waived), may, to the extent permitted by the laws of the State of Louisiana, subject to the provisions of the Financed Leasehold Interests, forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may, subject to the provisions of the Financed Leasehold Interests forthwith sell, lease, assign, give an option or options to purchase or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange or broker's board or at any of Agent's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Agent shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption in Company, which right or equity is hereby expressly released and waived. Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale (after deduction of all reasonable costs and expenses of every kind incurred therein or incidental to the care, safekeeping or otherwise of any or all of the Collateral or in any way relating to the rights of Agent hereunder, including reasonable attorneys' fees and legal expenses) to the payment in whole or in part of the Obligations, in such order as the Agent may elect, and only after so applying such net proceeds after the payment by Agent of any other amount required permitted by any provision of law, need Agent account for the surplus, if any, to Company. To the extent permitted by

applicable law, Company waives all claims, damages and demands against Agent or any Secured Party arising out of the seizure, retention or sale of the Collateral. Agent shall have the right to take possession of all or any part of the Collateral or any security therefor and of all books, records, papers and documents of Company or in Company's possession or control relating to the Collateral which are not already in Agent's possession, and for such purpose may enter upon any premises upon which any of the Collateral or any security therefor or any of said books, records, papers and documents are situated and remove the same therefrom without any liability for trespass or damages thereby occasioned. To the extent permitted by law, Company expressly waives any notice of sale or other disposition of the Collateral and all other rights or remedies of Company or formalities prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remedy of Agent existing by law or provided for hereunder; and to the extent any such notice is required and cannot be waived, Company agrees that Agent need not give more than five (5) days' notice (which notification shall be deemed given when mailed, postage prepaid, addressed to the Company at its address set forth in Section 14 hereof) of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters. Except to the extent otherwise provided in the Loan Agreement, Company shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Agent and Secured Parties are entitled, Company also being liable for the fees of any attorneys employed by Agent or the Secured Parties to collect such deficiency.

C. If any Event of Default under the Loan Agreement shall occur and be continuing, Agent is expressly granted the right, at its option, to transfer at any time to itself or to its nominee the Collateral, or any part thereof, and to receive the payments, collections, monies, income, proceeds or benefits attributable or accruing thereto and to hold the same as security for the Obligations or to apply it on the principal and interest or other amounts owing on any of the Obligations, whether or not then due, in such order or manner as Agent may elect. All rights to marshalling of assets of Company, including any such right with respect to the Collateral, are hereby waived by Company. The rights of Agent to take possession or control of the Collateral upon the happening of any of the event or conditions constituting a default may be exercised without resort to any court proceeding or judicial process whatever and without any hearing

whatever thereon; and, in this connection, COMPANY EXPRESSLY WAIVES ANY CONSTITUTIONAL RIGHTS OF COMPANY WITH REGARD TO NOTICE, ANY JUDICIAL PROCESS OR ANY HEARING PRIOR TO THE EXERCISE OF THE RIGHT OF AGENT TO TAKE POSSESSION OR CONTROL OF THE COLLATERAL UPON THE HAPPENING OF ANY SUCH EVENT OF DEFAULT.

D. All recitals in any instrument of assignment or any other instrument executed by Agent incident to sale, transfer, assignment or other disposition of the Collateral or any part thereof hereunder shall be full proof of the matters stated therein and no other proof shall be requisite to establish full legal propriety of the sale or other action taken by Agent or of any fact, condition or thing incident thereto and all prerequisites of such sale or other action or of any fact, condition or thing incident thereto shall be presumed conclusively to have been performed or to have occurred.

E. Agent and Secured Parties are hereby subrogated to all of Company's interests, rights and remedies in respect to the Collateral and all security now or hereafter existing with respect thereto and all guaranties and endorsements thereof and with respect thereto.

F. Subject to the provisions of the Loan Agreement, Company agrees to pay all costs of Agent, including attorney's fees, incurred with respect to the collection of any of the Obligations and the enforcement of any of their respective rights hereunder.

G. Company hereby waives presentment, demand, protest or any notice (to the extent permitted by applicable law) or any kind in connection with this Pledge Agreement or any Collateral.

H. To the full extent Company may lawfully do so, Company agrees that it will not, at any time, insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisalment, valuation, stay or execution or redemption, and Company, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisalment, stay of execution and notice of election to mature or declare due the whole of the Obligations. If any law referred to in this Section and now in force, of which Company or Company's successors might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section.

I. If an Event of Default under the Loan Agreement occurs and is continuing, the rights of Agent shall include, without limitation, the right to take possession of the Collateral and to enter upon any premises where same may be situated for such purpose without being deemed guilty of trespass and without liability for damages thereby occasioned, and to take any action deemed necessary or appropriate or desirable by Agent, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition as herein authorized.

J. Agent may require Company to assemble the Collateral and make it available to Agent at a place to be designated by Agent that is reasonably convenient to both parties. All expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of the Collateral and the like which are incurred or paid by Agent or Secured Parties as authorized or permitted hereunder, including also all attorney's fees, legal expenses and costs, shall be added to the Obligations and Company shall be liable therefor.

10. Rights Cumulative. The execution and delivery of this Pledge Agreement shall in no manner impair or affect any other security (by endorsement or otherwise) for the payment or performance of the Obligations and no security taken hereafter as Security for payment or performance of the Obligations shall impair in any manner or affect this Pledge Agreement, and all such present and future additional security shall be considered as cumulative security. Any of the Collateral may be released from this Pledge Agreement without altering, varying or diminishing in any way the force, effect, lien, security interest, or charge of this Pledge Agreement as to the Collateral not expressly released, and this Pledge Agreement shall continue as a first and prior lien, privilege, and charge on all of the Collateral not expressly released until all the Obligations secured hereby have been paid or performed in full. Any future assignment or attempted assignment of the interest of Company in and to any of the Collateral shall not deprive Agent of the right to sell or otherwise dispose of or utilize all of the Collateral as above provided or necessitate the sale or disposition thereof in parcels or in severalty.

11. No Waiver. No delay or omission on the part of Agent in exercising any right hereunder shall operate as a waiver of any such right or any other right. A waiver on any

one or more occasions shall not be construed as a bar to or waiver of any right or remedy on any future occasion. The remedies of Agent hereunder are cumulative, and the exercise of any one or more of the remedies provided for herein shall not be construed as an election or as a waiver of any of the other remedies of Agent provided for herein or existing by law or otherwise.

12. Limitation on Agent's Duty in Respect of Collateral. Neither Agent nor Secured Parties shall have any duty as to any Collateral in their possession or control or in the possession or control of their agents or nominees or as to any income thereon or as to the preservation of rights against third parties or any other rights pertaining thereto.

13. Release of Lien.

A. This Pledge Agreement and the pledge and privilege created hereby shall continue in full force and effect until such time as all of the Obligations have been fully paid off and discharged in accordance with the respective terms thereof and Company has well and truly performed all of the covenants contained herein and in any other instrument now or hereafter delivered by Company to Agent or Secured Parties securing or relating to the Obligations and upon the termination hereof as stated above, this Pledge Agreement shall be released in due form, at Company's expense.

B. If Company is not in default hereunder or in the Loan Agreement or in any other instrument now or hereafter delivered by Company to Agent or Secured Parties securing or relating to the Obligations, Company shall be entitled to partial release of this Pledge Agreement in accordance with the terms of the Loan Agreement.

14. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be deemed to have been duly given or made when delivered or when deposited in the mail, first class postage prepaid, and addressed: (i) if to Agent, to Trust Administration - Worldwide Bank of America - World Headquarters Building, 555 California Street, San Francisco, California 94104, Attention: Lawrence E. Nerheim, Executive Vice President, Trust Administration - Worldwide; and (ii) if to Company, to Foshay Tower, Minneapolis, Minnesota 55402, Attention: Darrell J. Egertson, Executive Vice President - Corporate Development, or at such other address as may have been furnished in writing for such purpose by Company or Agent.

15. Severability. If any provision or provisions of this Pledge Agreement are found to be void or unenforceable, the remaining provisions of this Pledge Agreement shall nevertheless be binding, and this Pledge Agreement shall be enforceable as if the void or unenforceable provision or provisions had not been included.

16. Successors and Assigns; Governing Law. This Pledge Agreement and all obligations of Company hereunder shall be binding upon the successors and assigns of Company, and shall inure to the benefit of Agent and its successors and assigns and the Participants and their successors and assigns. This Pledge Agreement shall be governed by, and be construed and interpreted in accordance with the laws of the State of Louisiana. The Obligations secured hereby, including without limitation, the Notes and Additional Interest, have been and will be created pursuant to the Loan Agreement which was executed and delivered in the State of Minnesota; it being the express intent and agreement of Company, Agent, and Secured Parties that the Obligations are to be construed and governed in accordance with the laws of the State of Minnesota.

17. Further Indemnification. Company agrees to pay, and to save Agent and Secured Parties harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or by Company in connection with any of the transactions contemplated by this Pledge Agreement.

IN WITNESS WHEREOF, Company and Agent have each caused this Pledge Agreement to be executed by its duly authorized signatory on the date first set forth above in the presence of the undersigned competent witnesses.

WITNESSES:

Lynn P. Carter
Frank H. Boyer

APACHE CORPORATION

By *G. C. Hann*
G. C. Hann, Vice President

COMPANY

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION, as
Agent

Lynn P. Carter
Frank H. Boyer
Lynn P. Carter
Frank H. Boyer

By *John P. Sheehy*
Vice President JOHN P. SHEEHY
SENIOR VICE PRESIDENT

By *Wynona H. Mann*
WYNONA H. MANN
Vice President

AGENT FOR SECURED PARTIES

STATE OF Minnesota
County OF Hennepin

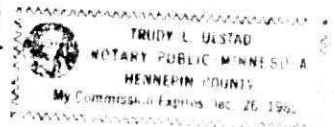
On this 6th day of April, 1982, before me appeared G. C. Hann, to me personally known, who, being by my duly sworn, did say that he is the Vice President of APACHE CORPORATION and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and said Appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

Lynn P. Carter
Mark H. Taylor

G. C. Hann

Trudy L. Ulstad
NOTARY PUBLIC



STATE OF Minnesota
County OF Hennepin

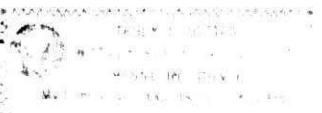
On this 6th day of April, 1982, before me appeared John P. Shoeny, to me personally known, who, being by me duly sworn, did say that he is the Vice President of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and said Appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

Lynn P. Carter
Mark H. Taylor

John P. Shoeny

Trudy L. Ulstad
NOTARY PUBLIC



STATE OF Minnesota

County OF Hennepin

On this 6th day of April, 1982, before me appeared _____, to me personally known, who, being by me duly sworn, did say that she is the _____ of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and said Appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

Lynn P. Carter
Paul H. Vojci

Attest:
Notary Public

Tracy L. Olstad
NOTARY PUBLIC

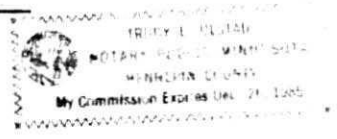


EXHIBIT A
TO
PLEDGE AGREEMENT
FROM
APACHE CORPORATION, AS "COMPANY"
TO
BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,
AS "AGENT" FOR AND ACTING ON BEHALF OF
THE PARTICIPANTS REFERRED TO THEREIN

RECORDED
APR 7 11 03 AM '82
FILED
FBI - MEMPHIS

Whenever reference is hereinafter made to an instrument, such instrument shall be incorporated herein for purposes of further description.

PART I

All of Company's undivided interest and mineral leasehold estate in and to those certain Oil and Gas Leases of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by and through the Manager, New Orleans OCS Office, Bureau of Land Management, its authorized officer, to Shell Oil Company, Florida Exploration Company, Fluor Oil and Gas Corporation, Crown Central Petroleum Corporation and Company, as Lessee, details of which Leases and of the submerged lands affected thereby being as follows:

1. Oil and Gas Lease #OCS-G 4901, effective December 1, 1981, affecting all of Block 28, Main Pass Area, as shown on OCS Leasing Map, Louisiana Map #10.
2. Oil and Gas Lease #OCS-G 4900, effective December 1, 1981, affecting all of Block 27, Main Pass Area, as shown on OCS Leasing Map, Louisiana Map #10.
3. Oil and Gas Lease #OCS-G 4749, effective September 1, 1981, affecting all of Block 94, West Cameron Area, as shown on OCS Leasing Map, Louisiana Map #1.
4. Oil and Gas Lease #OCS-G 4763, effective September 1, 1981, affecting all of Block 296, West Cameron Area, West Addition, as shown on OCS Leasing Map, Louisiana Map #1A.

5. Oil and Gas Lease #OCS-G 4762, effective September 1, 1931, affecting all of Block 287, West Cameron Area, West Addition, as shown on OCS Leasing Map, Louisiana Map #1A.

Without limiting the foregoing, Company warrants and represents that it owns an undivided leasehold interest in the aforesaid Leases of 7.39645% and is entitled to a net revenue interest of 6.163667% of the production therefrom.

PART II

All of Company's undivided interest and mineral leasehold estate in and to those certain Oil and Gas Leases of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by and through the Manager, New Orleans OCS Office, Bureau of Land Management, its authorized officer, to Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation, Crown Central Petroleum Corporation and Company, as Lessee, details of which Leases and of the submerged lands affected thereby being as follows:

1. Oil and Gas Lease #OCS-G 5044, effective April 1, 1982, affecting all of Block 259, Ship Shoal Area, South Addition, as shown on OCS Leasing Map, Louisiana Map #5A.
2. Oil and Gas Lease #OCS-G 5052, effective April 1, 1982, affecting all of Block 83, South Pass Area, South and East addition, as shown on OCS Leasing Map, Louisiana Map #9A.
3. Oil and Gas Lease #OCS-G 5047, effective April 1, 1982, affecting all of Block 25, South Pelto Area, as shown on OCS Leasing Map, Louisiana Map #6.
4. Oil and Gas Lease #OCS-G 5008, effective April 1, 1982, affecting all of Block 120, High Island Area, East Addition, as shown on OCS Leasing Map, Texas Map #7A.

Without limiting the foregoing, Company warrants and represents that it owns an undivided leasehold interest in the aforesaid Leases of 7.39645% and is entitled to a net revenue interest of 6.163667% of the production therefrom.

PART III

Without limiting the descriptions in Parts I and II above, here is expressly included in this Exhibit A all right, title and interest including oil, gas and mineral leasehold interests, royalties, overriding royalties, net profits interests, contract rights and reversionary interests) owned or held by Company or to which Company is entitled in or to any and all of the properties identified and described in Parts I and II above. References herein to said properties are without limitation as to depth, zone, formation or substance. There is also expressly included in this Exhibit A, all future interests and rights which Company may hereafter acquire or to which Company may become entitled in or to the submerged lands described in Parts I and II above.

PART IV

Without limiting the descriptions in Parts I, II and III above, there is expressly included in this Exhibit A all right, title and interest owned or held by Company or to which Company is entitled in and to any and all of the platforms, oil wells, gas wells, and oil and gas well supplies, machinery, derricks, buildings, flow lines, tanks, casings, Christmas trees, tubing, rods, pipes and fittings, meters, separators, treaters, compressors, pumps, tools, valves, gauges and equipment and appurtenances of every sort and character now or hereafter placed on the properties described hereinabove in Parts I and II of this Exhibit A, intending without particular enumeration thereof to include each, all and every item of personal property, and each, all and every item of property now or hereafter attached to the realty and situated on all or any part of the lands described and enumerated above, including oil in storage, not yet sold.

3/29/82
(Louisiana)

EXHIBIT B
TO
PLEDGE AGREEMENT
FROM
APACHE CORPORATION, AS "COMPANY"
TO
BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,
AS "AGENT" FOR AND ACTING ON BEHALF OF
THE PARTICIPANTS REFERRED TO THEREIN

NONE

[illegible]

NEW ORLEANS, LA. 70138
ONE SHELL SQUARE
SIXTIETH FLOOR
TELEPHONE 556-5811-7978
TWX 510-051 5122

LAFAYETTE, LA. 70508
32-16416 5"
* O BOX 52006
-E. 50000E-310-132 0000

New Orleans, 70139-5099
January 12, 1983

[illegible]

United States Department
of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
P. O. Box 7944
Metairie, Louisiana 70010
Attention: LE-3-1 Ms. Boehm

Re: Leases OCS G 4762
OCS G 4763
OCS G 4749
OCS G 4900
OCS G 4901
OCS G 5008
OCS G 5044
OCS G 5047
OCS G 5048
OCS G 5195

Gentlemen:

Apache Corporation, and Bank of America National Trust and Savings Association, acting as Agent for and on behalf of certain Participants, have executed a First Supplement to Pledge Agreement which covers collateral relating to the ten oil, gas, and mineral leases referenced above.

In order that third persons may be placed on notice as to execution and efficacy of the above-mentioned First Supplement to Pledge Agreement, please file one copy of this letter, each with an attached duplicate original of the First Supplement to Pledge Agreement, in the files in your office relating to each of the above-captioned leases.

United States Department
of the Interior

LISKOW & LEWIS

PAGE 2

January 12, 1983

By your signature in the space provided on the photocopies of this letter, please acknowledge that filing has been accomplished pursuant to this request.

Very truly yours,

LISKOW & LEWIS

BY: *Marilyn C. Malskey*

MCM:mls

Enclosures

Filing Accomplished

As Requested.

Betty J. Boehm

JAN 13, 1983

FIRST SUPPLEMENT TO PLEDGE AGREEMENT

This First Supplement to Pledge Agreement dated as of January 3, 1983, made by Apache Corporation, a corporation organized and existing under the laws of the State of Delaware ("Company"), whose address is Foshay Tower, Minneapolis, Minnesota 55402, and Bank of America National Trust and Savings Association, a national banking association, whose address is 555 California Street, San Francisco, California 94104, and its successors and assigns under the Servicing and Agency Agreement referred to in the Pledge Agreement as defined below ("Agent"), as Agent for and acting on behalf of Bank of America National Trust and Savings Association, as Trustee for Trust Numbers 10330-0, 13374-0, 13375-0, and 14376-0, and Chase Manhattan Bank, N.A., as Trustee for Trust Number IBM-P-92104, participants named in the Loan Agreement referred to below ("Participants"), and to all Persons who from time to time hold any of the Notes of Company outstanding under the Loan Agreement (the Participants and such other Persons being referred to collectively as herein as "Secured Parties"):

W I T N E S S E T H:

WHEREAS, the Company, Agent and Participants have heretofore entered into a Loan Agreement dated as of March 19, 1982 (as it may from time to time be amended, modified or supplemented, the "Loan Agreement"), setting forth the terms and conditions of certain Loans and Optional Loans which may be made by the Participants to the Company to be evidenced by Notes as more fully described therein.

WHEREAS, as a condition precedent to the Initial Loan under the Loan Agreement, the Company executed a Pledge Agreement dated as of March 19, 1982 made by Company in favor of Agent as security for Obligations to Secured Parties ("Pledge Agreement") and pledged Collateral more fully described in the Pledge Agreement; and

WHEREAS, the Pledge Agreement has been recorded in the offices of the Clerks of Court of Cameron, Plaquemines, Terrebonne, and Vermilion Parishes, Louisiana as shown on Schedule I, attached hereto and made a part hereof for all purposes, and in the United States Department of the Interior Minerals Management Service Gulf of Mexico OCS Region, Metairie, Louisiana, in the files maintained for the leases shown on Schedule II, attached hereto and made a part hereof for all purposes; and

WHEREAS, pursuant to the terms and provisions of the Pledge Agreement, the Company has agreed to execute and deliver any and all additional instruments as may be requested by Agent to identify any additional Collateral which are subject to the Pledge Agreement and intended to be included therein pursuant to the Pledge Agreement and the Loan Agreement, including, without limitation, items of after-acquired Collateral; and

WHEREAS, the Participants, of even date herewith, are advancing funds to the Company incident to an Acreage Closing under the Loan Agreement and the Agent has requested the Company to execute this Supplement to the Pledge Agreement for the purpose of identifying additional Financed Leasehold Interests forming a portion of the Collateral;

NOW, THEREFORE, in consideration of the premises and in order to induce the Participants to advance a portion of the Loans provided for under the Loan Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. As used in this Supplement, terms defined shall have the meanings given them in the Pledge Agreement when used herein, unless such terms are otherwise defined herein.

2. Description of Additional Collateral.
As collateral security for the prompt and complete payment and performance when due of all the Obligations up to a maximum amount or limit of \$800,000,000.00 and in order to induce the Participants to advance a portion of the Loans to the Company in accordance with the terms of the Loan Agreement, the Company hereby pledges to Secured Parties, acting by and through Agent subject to the terms, conditions, and provisions of the Pledge Agreement, an undivided percentage equal to the Collateral Interest in and to the Collateral arising from or relating to the additional Financed Leasehold Interests described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Additional Collateral"), and Company and Agent hereby amend the Pledge Agreement by adding the additional Financed Leasehold Interests described in Exhibit "A" attached hereto, to the Financed Leasehold Interests described in Exhibit "A" attached to the Pledge Agreement as if Exhibit "A" attached hereto had been attached to the Pledge Agreement at the time of its execution and delivery.

3. Ratification and Continuation. The Pledge Agreement, together with the Additional Collateral and additional Financed Leasehold Interests which are subject thereto and included therein pursuant to this Supplement, is hereby ratified, confirmed as being in full force and effect for all purposes in accordance with the terms and conditions thereof set forth and all representations, warranties and covenants made by the Company therein shall extend to and encompass the Additional Collateral and additional Financed Leasehold Interests for all intents and purposes as if the same were originally a portion of the Collateral and Financed Leasehold Interests specifically described and set forth in the Pledge Agreement or in Exhibit "A" thereto.

4. Company and Agent further amend the Pledge Agreement by changing the address for notices and payments to the Agent as set forth in Paragraph 3 A of the Pledge Agreement to read as follows:

Bank of America National Trust and
Savings Association, 555 California
Street, San Francisco, California
94104, Attention: John P. Sheehy,
Senior Vice President, Trust
Administration - Worldwide.

Company and Agent authorize and direct the Clerks of Court for the Parishes of Cameron, Plaquemines, Terrebonne, and Vermilion, Louisiana, to note in the margin of the inscription of the Pledge Agreement in their records, the execution of this Supplement.

IN WITNESS WHEREOF, Company and Agent have each caused this Supplement to Pledge Agreement to be executed by its duly authorized signatory on the date first set forth above in the presence of the undersigned competent witnesses.

WITNESSES:

APACHE CORPORATION

Frederick H. [Signature]
Bridget M. Maloney

By: Darrell J. Egerton
Darrell J. Egerton, Vice
President COMPANY

Virginia [Signature]
Virginia [Signature]

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION, as Agent

By: John P. Sheehy
Senior Vice President

Caroline Miller
Virginia Thompson

By: [Signature]
Asst. Vice President
AGENT FOR SECURED PARTIES

STATE OF MINNESOTA
COUNTY OF HENNEPIN

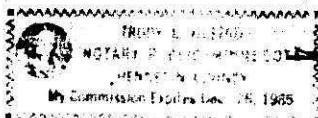
On this 10th day of January, 1983, before me appeared Darrell J. Egertson, to me personally known, who, being by me duly sworn, did say that he is the Vice President of APACHE CORPORATION and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and said Appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

[Signature]

Bridget M. Maloney

[Signature]
Darrell J. Egertson



[Signature]
NOTARY PUBLIC

STATE OF California
County OF SAN FRANCISCO

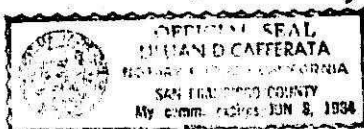
On this 10th day of January, 1983, before me appeared [Signature], to me personally known, who, being by me duly sworn, did say that he is the Vice President of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and said Appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

[Signature]

Negria McGowan

[Signature]
JOHN P. SHEEHY
SENIOR VICE PRESIDENT



[Signature]
NOTARY PUBLIC

STATE OF California
County of San Francisco

On this 11th day of January, 1983, before me appeared Arthur S. Tuckman, to me personally known, who, being by me duly sworn, did say that he is the Assistant Vice President of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and said Appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

Catherine Catlin

Virginia McGowan

[Signature]
ARTHUR S. TUCKMAN
Assistant Vice President &
Trust Officer



Lillian D. Cafferata
NOTARY PUBLIC

Schedule

CAMERON PARISH, LOUISIANA

Mortgage Record No. 101, File Number 175232

PLAQUEMINES PARISH, LOUISIANA

Mortgage Book 119, Folio 289, Entry No. 105

TERREBONNE PARISH, LOUISIANA

Mortgage Book 576, Entry Number 677635

VERMILION PARISH, LOUISIANA

Mortgage Book Entry Number 8300064

Schedule II

The files maintained by the United States Department of the Interior Minerals Management Service Gulf of Mexico OCS Region, Metairie, Louisiana with reference to the following leases:

Leases OCS-G 4762
OCS-G 4763
OCS-G 4749
OCS-G 4900
OCS-G 4901
OCS-G 5008
OCS-G 5044
OCS-G 5047
OCS-G 5052
OCS-G 5195

EXHIBIT "A"

All of Company's undivided interest and mineral leasehold estate in and to that certain Oil and Gas Lease of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by and through the Regional Manager, Gulf of Mexico OCS Region, Minerals Management Service, its authorized officer, to Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation, and Company, as Lessee, details of which Lease and of the submerged lands affected thereby being as follows:

Oil and Gas Lease #OCS-G 5195, effective January 1, 1983, affecting NE1/4 NE1/4; E1/2 NW1/4 NE1/4; S1/2 NE1/4; E1/2 SE1/4 NW1/4; E1/2 NE1/4 SW1/4; S1/2 SW1/4; SE1/4 of Block 226, OCS Leasing Map, Vermilion Area, Louisiana Map No. 3.

BROADHURST, BROOK, MANGHAM, HARDY & REED

ATTORNEYS AND COUNSELORS AT LAW
P. O. DRAWER 2870
SUITE 400, THE FIRST NATIONAL BANK TOWERS
686 JEFFERSON STREET
LAFAYETTE, LOUISIANA 70502
TELEPHONE (318) 233-6200

ONE AMERICAN PLACE
SUITE 1428
BATON ROUGE, LOUISIANA 70825
TELEPHONE (504) 343-6696

WILLIAM C. BROADHURST
JACK PIERCE BROOK
MICHAEL R. MANGHAM
GEORGE W. HARDY III
OSCAR E. REED, JR.
WILLIAM F. SAILEY
DONALD JAMES LABAUVE
MARGARET MARAIST RITCHEY
ROBERT L. BOESE
WILLIAM F. CANDY JR.
JOHN L. SCHUPP
WILLIAM G. CONLY
CHARLES R. MINTARD
MICHAEL C. OGLESBEE
PAUL MICHAEL CULLEN
THOMAS E. RICHARD

MICHAEL J. OSHEE
J. KENTON PARSONS
MICHEL F. BERTUCCI
JAMES LORELL LANDRY, JR.
WAYNE A. SHULLAW
TED W. HOYT
SAMUEL E. MASUR
PAUL T. CALLAGHER
MARY C. CHAPPUIS
ESKRIDGE ELGIN SMITH, JR.
JOHN D. BRASHER, JR.
ELIZABETH JANE HASTINGS
CHRISTINE A. MARON
JOHN F. PARKER
MICHAEL J. DOMINO, JR.

Lafayette, Louisiana
July 26, 1983

United States Department
of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
P. O. Box 7944
Metairie, Louisiana 70010
Attention: LE-3-1 Ms. Boehm



Re: Leases	OCS G 5719	OCS G 5328
	OCS G 5729	OCS G 5294
	OCS G 5728	OCS G 5278
	OCS G 5724	OCS G 5511
	OCS G 5723	OCS G 5557
	OCS G 5722	OCS G 5597
	OCS G 5720	OCS G 5315
	OCS G 5718	OCS G 4762
	OCS G 5700	OCS G 4763
	OCS G 5560	OCS G 5008
	OCS G 5496	OCS G 5044
	OCS G 5359	OCS G 5047
	OCS G 5408	OCS G 5052
	OCS G 5646	OCS G 4749
	OCS G 5622	OCS G 4900
	OCS G 5598	OCS G 4901
	OCS G 5195	

Gentlemen:

Apache Corporation and Bank of America National Trust and Savings Association, acting as Agent for and on behalf of certain Participants, have executed a Second Supplement to Pledge Agreement which covers collateral relating to the thirty-three oil, gas and mineral leases referenced above.

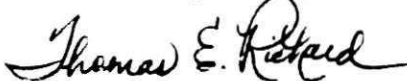
United States Department
of the Interior
Page 2
July 26, 1983

To place third persons on notice as to the execution and efficacy of the aforementioned Second Supplement to Pledge Agreement, please file one copy of this letter with an attached duplicate original of the Second Supplement to Pledge Agreement in the files in your office relating to each of the captioned leases.

Please acknowledge that filing has been accomplished pursuant to this request by signing in the space provided on the xerox copies of this letter.

Very truly yours,

BROADHURST, BROOK, MANGHAM, HARDY & REED



Thomas E. Richard

TER/sl

Enclosures

Filing Accomplished

As Requested.



JUL 27

, 1983

SECOND SUPPLEMENT TO PLEDGE AGREEMENT



This Second Supplement to Pledge Agreement dated as of July 1, 1983, made by Apache Corporation, a corporation organized and existing under the laws of the State of Delaware (the "Company"), whose address is Foshay Tower, Minneapolis, Minnesota 55402, and Bank of America National Trust and Savings Association, a national banking association, whose address is 555 California Street, San Francisco, California 94104, and its successors and assigns under the Servicing and Agency Agreement referred to in the Pledge Agreement as defined below ("Agent"), as Agent for and acting on behalf of Bank of America National Trust and Savings Association, as Trustee for Trust Numbers 10330-0, 13374-0, 13375-0 and 14376-0, and Chase Manhattan Bank, N.A., as Trustee for Trust Number IBM-P-92104, participants named in the Loan Agreement referred to below ("Participants"), and to all Persons who from time to time hold any of the Notes of the Company outstanding under the Loan Agreement (the Participants and such other Persons being referred to collectively herein as "Secured Parties"):

W I T N E S S E T H:

WHEREAS, the Company, Agent and Participants have heretofore entered into a Loan Agreement dated as of March 19, 1982 (as it may from time to time be amended, modified or supplemented, the "Loan Agreement"), setting forth the terms and conditions of certain Loans and Optional Loans which may be made by Participants to the Company and are to be evidenced by Notes as more fully described therein; and

WHEREAS, as a condition precedent to the Initial Loan under the Loan Agreement, the Company executed a Pledge Agreement dated as of March 19, 1982 made by the Company in favor of Agent as security for Obligations to Secured Parties (the "Pledge Agreement") and pledged Collateral more fully described in the Pledge Agreement; and

WHEREAS, pursuant to the terms and provisions of the Pledge Agreement, the Company executed a First Supplement to Pledge Agreement dated as of January 3, 1983 made by the Company in favor of Agent as security for additional Obligations to Secured Parties (the "First Supplement") and pledged additional Collateral more fully described in the First Supplement; and

WHEREAS, the Pledge Agreement and the First Supplement have been recorded in the offices of the Clerks of Court of Cameron, Iberia, LaFourche, Plaquemines, St. Bernard, St. Mary, Terrebonne and Vermilion Parishes, Louisiana, as shown on Schedule I attached hereto and made a part hereof for all purposes, and in the United States Department of the Interior Minerals Management Service, Gulf of Mexico OCS Region, Metairie, Louisiana, in the files maintained for the leases shown on Schedule II attached hereto and made a part hereof for all purposes; and

WHEREAS, pursuant to the terms and provisions of the Pledge Agreement, the Company has agreed to execute and deliver any and all additional instruments as may be requested by Agent to identify any additional Collateral which is subject to the Pledge Agreement and intended to be included therein pursuant to the Pledge Agreement and the Loan Agreement, including, without limitation, items of after-acquired Collateral; and

WHEREAS, Participants are advancing funds to the Company incident to an Acreage Closing under the Loan Agreement and Agent has requested the Company to execute this Second Supplement to Pledge Agreement for the purpose of identifying additional Financed Leasehold Interests forming a portion of the Collateral;

NOW, THEREFORE, in consideration of the premises and in order to induce Participants to advance a portion of the Loans provided for under the Loan Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. As used in this Second Supplement, terms defined shall have the meanings given them in the Pledge Agreement when used herein, unless such terms are otherwise defined herein.

2. Description of Additional Collateral. As collateral security for the prompt and complete payment and performance when due of all the Obligations up to a maximum amount or limit of \$800,000,000.00 and in order to induce Participants to advance a portion of the Loans to the Company in accordance with the terms of the Loan Agreement, the Company hereby pledges to Secured Parties, acting by and through Agent subject to the terms, conditions and provisions of the Pledge Agreement, an undivided percentage equal to the Collateral Interest in and to the Collateral arising from or relating to the additional Financed Leasehold Interests described in Exhibit A attached hereto and made a part hereof for all purposes (the "Additional Collateral"), and the Company and Agent hereby amend the Pledge

Agreement by adding the additional Financed Leasehold Interests described in Exhibit A attached hereto, to the Financed Leasehold Interests described in Exhibit A attached to the Pledge Agreement as if Exhibit A attached hereto had been attached to the Pledge Agreement at the time of its execution and delivery.

3. Ratification and Continuation. The Pledge Agreement, together with the Additional Collateral and additional Financed Leasehold Interests which are subject thereto and included therein pursuant to the first Supplement and this Second Supplement, is hereby ratified and confirmed as being in full force and effect for all purposes in accordance with the terms and conditions therein set forth, and all representations, warranties and covenants made by the Company therein shall extend to and encompass the Additional Collateral and additional Financed Leasehold Interests for all intents and purposes as if the same were originally a portion of the Collateral and Financed Leasehold Interests specifically described and set forth in the Pledge Agreement or in Exhibit A thereto.

The Company and Agent authorize and direct the Clerks of Court for the Parishes of Cameron, Iberia, LaFourche, Plaquemines, St. Bernard and St. Mary, Terrebonne and Vermilion, Louisiana, to note in the margin of the inscription of the Pledge Agreement in their records, the execution of this Second Supplement.

IN WITNESS WHEREOF, the Company and Agent have each caused this Second Supplement to Pledge Agreement to be executed by its duly authorized signatory on the date first set forth above in the presence of the undersigned competent witnesses.

WITNESSES:

APACHE CORPORATION (COMPANY)

Ann C. Paged
Christy Young

By Darrell J. Egertson CR
Darrell J. Egertson, Vice
President

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION (AGENT FOR
SECURED PARTIES)

Walter R. Smith
Trust Officer

By John P. Sheehy
John P. Sheehy, Senior
Vice President

[Signature]
Trust Officer

By [Signature]
Vice President

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

On this 22nd day of July, 1983, before me appeared Darrell J. Egertson, to me personally known, who, being by me duly sworn, did say that he is a Vice President of Apache Corporation and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Appearer acknowledged said instrument to be the free act and deed of said corporation.

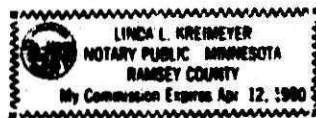
WITNESSES:

[Signature]
[Signature]

[Signature]
Darrell J. Egertson

[Signature]
(Notary Public)

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN FRANCISCO)



On this 25th day of July, 1983, before me appeared John P. Sheehy, to me personally known, who, being by me duly sworn, did say that he is a Senior Vice President of Bank of America National Trust and Savings Association and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

[Signature]
Trust Officer

[Signature]
John P. Sheehy

[Signature]
(Notary Public)



STATE OF CALIFORNIA)
) SS
COUNTY OF SAN FRANCISCO)

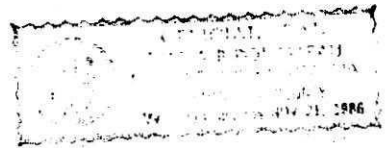
On this 25th day of July, 1983, before me appeared LUCINDA M. S. SAITTA, to me personally known, who, being by me duly sworn, did say that she is a Vice President of Bank of America National Trust and Savings Association and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

W. Eugene Smith
Trust Officer

Lucinda M. Saitta

Eric R. Lomax
(Notary Public)



Schedule I

CAMERON PARISH, LOUISIANA

Pledge Agreement: Mortgage Record No. 101,
File Number 175232

First Supplement: Mortgage Record No. 106,
File Number 179843

PLAQUEMINES PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 119, Folio 289, Entry No. 105

First Supplement: Mortgage Book 126, Folio 595

TERREBONNE PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 576, Entry Number 677635

First Supplement: Mortgage Book 597, Entry Number 697467

VERMILION PARISH, LOUISIANA

Pledge Agreement: Mortgage Book, Entry Number 830064

First Supplement: Mortgage Book, Entry Number 830132

LAFOURCHE PARISH, LOUISIANA

Pledge Agreement: Mortgage Record, Entry Number 587795

First Supplement: Mortgage Records, Entry Number 507796

IBERIA PARISH, LOUISIANA

Pledge Agreement: Mortgage Book A-451,
Entry Number 83-6740

First Supplement: Mortgage Book A-451,
Entry Number 83-6741

ST. MARY PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 469, Entry Number 159129

First Supplement: Mortgage Book 469, Entry Number 159130

ST. BERNARD PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 251, Entry Number 196308

First Supplement: Mortgage Book 251, Entry Number 196309

Schedule II

The files maintained by the United States Department of the Interior Minerals Management Service, Gulf of Mexico OCS Region, Metairie, Louisiana, with reference to the following leases:

Leases OCS-G 4762
OCS-G 4763
OCS-G 4749
OCS-G 4900
OCS-G 4901
OCS-G 5008
OCS-G 5044
OCS-G 5047
OCS-G 5052
OCS-G 5195
OCS-G 5278
OCS-G 5294
OCS-G 5315
OCS-G 5359
OCS-G 5408
OCS-G 5496
OCS-G 5511
OCS-G 5557
OCS-G 5560
OCS-G 5597
OCS-G 5598
OCS-G 5622
OCS-G 5646
OCS-G 5700
OCS-G 5718
OCS-G 5719
OCS-G 5720
OCS-G 5722
OCS-G 5723
OCS-G 5724
OCS-G 5728
OCS-G 5729
OCS-G 5320

EXHIBIT A
TO
SECOND SUPPLEMENT TO
PLEDGE AGREEMENT
EXECUTED BY
APACHE CORPORATION AND BANK OF AMERICA
NATIONAL TRUST AND SAVINGS ASSOCIATION,
AS AGENT FOR THE PARTICIPANTS NAMED IN
THAT CERTAIN LOAN AGREEMENT,
DATED MARCH 19, 1982,
BY AND AMONG APACHE CORPORATION,
THE SAID PARTICIPANTS AND THE SAID AGENT

Whenever reference is hereinafter made to an instrument, such instrument shall be incorporated herein for purposes of further description.

PART

All of Apache Corporation's undivided interest and mineral leasehold estate in and to those certain Oil and Gas Leases of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by and through the Regional Manager, Gulf of Mexico OCS Region, Minerals Management Service, its authorized officer, to Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation and Apache Corporation, as Lessee, details of which Leases and of the submerged lands affected thereby being as follows:

Oil and Gas Lease #OCS-G 5729, effective July 1, 1983, affecting all of Block 274, Main Pass Area, South and East Addition, OCS Leasing Map, Louisiana Map No. 10A. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

Oil and Gas Lease #OCS-G 5728, effective July 1, 1983, affecting all of Block 269, Main Pass Area, South and East Addition, OCS Leasing Map, Louisiana Map No. 10A. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

Oil and Gas Lease #OCS-G 5724, effective July 1, 1983, affecting all of Block 232, Main Pass Area, South and East Addition, OCS Leasing Map, Louisiana Map No. 10A. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

Oil and Gas Lease #OCS-G 5723, effective July 1, 1983, affecting all of Block 231, Main Pass Area, South and East Addition, OCS Leasing Map, Louisiana Map No. 10A. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

Oil and Gas Lease #OCS-G 5722, effective July 1, 1983, affecting all of Block 230, Main Pass Area, South and East Addition, OCS Leasing Map, Louisiana Map No. 10A. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

Oil and Gas Lease #OCS-G 5720, effective July 1, 1983, affecting all of Block 212, Main Pass Area, South and East Addition, OCS Leasing Map, Louisiana Map No. 10A. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

Oil and Gas Lease #OCS-G 5719, effective July 1, 1983, affecting all of Block 211, Main Pass Area, South and East Addition, OCS Leasing Map, Louisiana Map No. 10A. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

Oil and Gas Lease #OCS-G 5718, effective July 1, 1983, affecting all of Block 210, Main Pass Area, South and East Addition, OCS Leasing Map, Louisiana Map No. 10A. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

Oil and Gas Lease #OCS-G 5700, effective July 1, 1983, affecting all of Block 143, Main Pass Area, OCS Leasing Map, Louisiana Map No. 10. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

Oil and Gas Lease #OCS-G 5646, effective July 1, 1983, affecting all of Block 295, South Timbalier Area, South Addition, OCS Leasing Map, Louisiana Map No. 6A. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

Oil and Gas Lease #OCS-G 5622, effective July 1, 1983, affecting all of Block 236, South Timbalier Area, South Addition, OCS Leasing Map, Louisiana Map No. 6A. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

Oil and Gas Lease #OCS-G 5598, effective July 1, 1983, affecting all of Block 98, South Timbalier Area, OCS Leasing Map, Louisiana Map No. 6. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

Oil and Gas Lease #OCS-G 5597, effective July 1, 1983, affecting all of Block 97, South Timbalier Area, OCS Leasing Map, Louisiana Map No. 6. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

Oil and Gas Lease #OCS-G 5497, effective July 1, 1983, affecting all of Block 178, Eugene Island Area, OCS Leasing Map, Louisiana Map No. 4. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

Oil and Gas Lease #OCS-G 5408, effective July 1, 1983, affecting all of Block 95, Vermilion Area, OCS Leasing Map, Louisiana Map No. 3. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

Oil and Gas Lease #OCS-G 5359, effective July 1, 1983, affecting all of Block 60, East Cameron Area, OCS Leasing Map, Louisiana Map No. 2. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

Oil and Gas Lease #OCS-G 5328, effective July 1, 1983, affecting all of Block 449, West Cameron Area, South Addition, OCS Leasing Map, Louisiana Map No. 1B. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

Oil and Gas Lease #OCS-G 5315, effective July 1, 1983, affecting all of Block 368, West Cameron Area, West Addition, OCS Leasing Map, Louisiana Map No. 1. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

Oil and Gas Lease #OCS-G 5294, effective July 1, 1983, affecting all of Block 230, West Cameron Area, OCS Leasing Map, Louisiana Map No. 1. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

Oil and Gas Lease #OCS-G 5511, effective July 1, 1983, affecting all of Block 281, Eugene Island Area, South Addition, OCS Leasing Map, Louisiana Map No. 4A. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

Oil and Gas Lease #OCS-G 5557, effective July 1, 1983, affecting all of Block 201, Ship Shoal Area, OCS Leasing Map, Louisiana Map No. 5. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

Oil and Gas Lease #OCS-G 5278, effective July 1, 1983, affecting all of Block 78, West Cameron Area, OCS Leasing Map, Louisiana Map No. 1. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and is entitled to a net revenue interest of 6.94449% of the production therefrom.

PART II

All of Apache Corporation's undivided interest and mineral leasehold estate in and to that certain Oil and Gas Lease of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by and through the Regional Manager, Gulf of Mexico OCS Region, Minerals Management Service, its authorized officer, to Shell Offshore, Inc., Florida Exploration Company, Fluor Oil and Gas Corporation, Apache Corporation and Crown Central Petroleum Corporation, as Lessee, details of which Lease and of the submerged lands affected thereby being as follows:

Oil and Gas Lease #OCS-G 5560, effective July 1, 1983, affecting all of Block 258, Ship Shoal Area, South Addition, OCS Leasing Map, Louisiana Map No. 5A. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 7.39645% in the aforesaid Lease and is entitled to a net revenue interest of 6.16371% of the production therefrom.

PART III

Without limiting the descriptions in Parts I and II above, there is expressly included in this Exhibit A all right, title and interest (including oil, gas and mineral leasehold interests, royalties, overriding royalties, net profits interests, contract rights and reversionary interests owned or held by Apache Corporation or to which Apache Corporation is entitled in or to any and all of the properties identified and described in Parts I and II above. References herein to said properties are without limitation as to depth, zone, formation or substance. There is also expressly included in this Exhibit A, all future interests and rights which Apache Corporation may hereafter acquire or to which Apache Corporation may become entitled in and to the submerged lands described in Parts I and II above.

PART IV

Without limiting the descriptions in Parts I and II above, there is expressly included in this Exhibit A all right, title and interest owned or held by Apache Corporation or to which Apache Corporation is entitled in and to any and all of the platforms, oil wells, gas wells, and oil and gas well supplies, machinery, derricks, buildings, flow lines, tanks, casings, Christmas trees, tubing, rods, pipes and fittings, meters, separators, treaters, compressors, pumps,

tools, valves, guages and equipment and appurtenances of every sort and character now or hereafter placed on the properties described hereinabove in Parts I and II of this Exhibit A, intending without particular enumeration thereof to include each, all and every item of personal property, and each, all and every item of property now or hereafter attached to the realty and situated on all or any part of the submerged lands described and enumerated above, including oil in storage, not yet sold.

BROADHURST, BROOK, MANCHAM, HARDY & REED

ATTORNEYS AND COUNSELORS AT LAW
SUITE 1400, THE FIRST NATIONAL BANK TOWERS
606 JEFFERSON STREET
P. O. DRAWER 2670
LAFAYETTE, LOUISIANA 70502
(504) 233-6200

WILLIAM S. CONLY

770 NORTH STREET
POST OFFICE BOX 385
BATON ROUGE, LOUISIANA 70821
(504) 348-0800

SUITE 1110
1333 NEW HEMPENWAY AVENUE, N.W.
WASHINGTON, D. C. 20038
(202) 487-6474

May 18, 1984

United States Department
of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
P. O. Box 7944
Metairie, Louisiana 70010

Attention: LE-3-1 Ms. Boehm

Re: Leases OCS G 4749
OCS G 4901
OCS G 5047
OCS G 5052
OCS G 5044
OCS G 5195
OCS G 5496
OCS G 5511
OCS G 5646
OCS G 5723

Gentlemen:

limited use
Apache Corporation, APC Operating Partnership, Apache Offshore Petroleum Partnership and Norwest Bank Minneapolis, National Association, acting as Agent for and on behalf of certain Participants, have executed a Pledge Agreement which covers collateral relating to the ten oil, gas and mineral leases referenced above.

To place third persons on notice as to the execution and efficacy of the aforementioned Pledge Agreement, please file one copy of this letter with an attached duplicate original of the Pledge Agreement in the files in your office relating to each of the captioned leases.

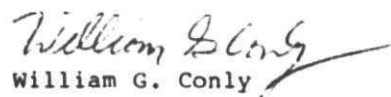
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MAY 21 1 42 PM '84
U.S. DEPT. OF THE INTERIOR
MINERALS MANAGEMENT SERVICE
GULF OF MEXICO OCS REGION
METAIRIE, LOUISIANA

United States Department
of the Interior
Page 2
May 18, 1984

Please acknowledge that filing has been accomplished
pursuant to this request by signing in the space provided on
the xerox copies of this letter.

Very truly yours,

BROADHURST, BROOK,
MANGHAM, HARDY & REED


William G. Conly

WGC/mfm

Enclosures

Filing Accomplished

As Requested.

_____ 1984

5/15/84

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT dated as of April 1, 1984, made by Apache Corporation, a Delaware corporation (the "Company"), APC Operating Partnership, a Texas limited partnership ("Operating") and Apache Offshore Petroleum Limited Partnership, a Delaware limited partnership ("Offshore") (the Company, Operating and Offshore being collectively referred to as the "Apache Group") whose addresses are Foshay Tower, Minneapolis, Minnesota 55402, to Norwest Bank Minneapolis, National Association, a national banking association whose address is Eighth Street and Marquette Avenue, Minneapolis, Minnesota 55479, and its successors and assigns under the Agency Agreement and the Servicing Agreements referred to below (the "Agent"), as agent for and acting on behalf of those lenders named on Exhibit A hereto, who are the Lenders named in the Loan Agreement referred to below, and any other Lenders subsequently identified to this Pledge Agreement (the "Lenders"), and all Persons who shall from time to time be holders of any of the Notes of the Company outstanding under the Loan Agreement referred to below (the Lenders and such other Persons being referred to collectively herein as the "Secured Parties"):

WITNESSETH THAT:

WHEREAS, the Company is one of the several parties to certain Venture Agreements under which Shell Oil Company, a Delaware corporation, acting in part on behalf of the Company, has submitted successful bids and acquired certain lease tracts located offshore in the Gulf of Mexico and intends to submit bids to acquire additional lease tracts; and

WHEREAS, the Company has agreed to hold certain interests in such lease tracts for Offshore and Operating, or, in its sole discretion, to transfer certain interests in such lease tracts to Offshore and Operating; and

WHEREAS, in order to provide funds necessary to enable the Company to meet certain of its obligations under the Venture Agreements, the Company, the Agent and the Lenders have entered into a Loan Agreement dated as of April 1, 1984 to which additional lenders may be added as Lenders pursuant thereto (as it may from time to time be amended, modified or supplemented, the "Loan Agreement"), pursuant to which (i) the Lenders have agreed, subject to the terms and conditions thereof, to make certain Loans to the Company from time to time with such Loans to be evidenced by Notes issued to the Lenders as provided in the Loan Agreement, (ii) the Lenders have retained the right to fund certain Optional Loans, in addition to the Loans committed to be made by the Lenders, which Optional Loans, if made, will be

evidenced by certain other Notes to be issued to the Lenders as provided in the Loan Agreement, and (iii) the Company has agreed to pay Additional Interest to the Lenders for the period of time and as provided in the Loan Agreement; and

WHEREAS, the Agent and certain of the Lenders (the "Participants") have entered into an Agency Agreement dated as of April 1, 1984 (as it may from time to time be amended, modified or supplemented, the "Agency Agreement"); and

WHEREAS, the Agent and certain other lenders (the "Other Lenders") have entered into separate Servicing Agreements dated as of April 1, 1984 (as they may from time to time be amended, modified or supplemented, the "Servicing Agreements"); and

WHEREAS, pursuant to the Agency Agreement, the Agent has been appointed as agent for the Participants and their successors in interest, and pursuant to the Servicing Agreements the Agent has been appointed as servicer for the Other Lenders and their successors in interest, for the purposes, among other things, of holding on behalf of the Secured Parties the security interest granted by this Pledge Agreement and exercising on behalf of the Secured Parties the rights and remedies granted hereby; and

WHEREAS, it is a condition precedent to the obligations of the Lenders to make the Initial Loan under the Loan Agreement that the Apache Group shall have executed and delivered to the Agent this Pledge Agreement;

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make the Loans provided for under the Loan Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. As used in this Agreement, terms defined in the Loan Agreement shall have the meanings given them in the Loan Agreement when used herein, unless such terms are otherwise defined herein, and the following terms shall have the following meanings, unless the context otherwise requires:

"Collateral" shall mean the items of tangible and intangible property described in paragraphs (A) through (C) of Section 2 of this Agreement.

"Contracts" shall mean all contracts for the sale of minerals after they are severed, all gas sales contracts, all oil, distillate or condensate sales contracts, all gas transportation contracts and all gas processing contracts,

and all proceeds thereof and rights thereunder, whether now or hereafter existing and arising out of or related to the production and sale of Hydrocarbons from any and all Equipped Leasehold Interests, including, without limitation, the Equipped Leasehold Interests described in Exhibit B attached hereto and made a part hereof for all purposes and any and all future Equipped Leasehold Interests, and including, but not limited to, those contracts specifically described on Exhibit C attached hereto and made a part hereof for all purposes. As used herein, the term "proceeds" shall include but shall not be limited to (i) any and all amounts now or hereafter received or receivable by or credited to any member of the Apache Group from time to time with respect to any and all Contracts, or Equipped Leasehold Interests, (ii) any and all payments (in any form whatsoever) made or due and payable to any member of the Apache Group from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral (as hereinafter defined) or any Equipped Leasehold Interests or Equipment by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable to any member of the Apache Group under or by virtue of or in connection with any of the Collateral or any Equipped Leasehold Interests or Equipment.

"Obligations" shall mean (i) the unpaid principal amount of, and accrued interest on, the Notes, (ii) the obligation to pay the Additional Interest, (iii) all other obligations, liabilities and indebtedness of the Company to the Lenders, now existing or hereafter incurred under, arising out of or in connection with the Loan Agreement, the Notes, the Loans, the Additional Interest, the Optional Loans (if any), this Agreement and any other Security Instruments now or hereafter executed pursuant to the Loan Agreement, and (iv) all renewals, extensions and rearrangements of all such obligations, liabilities and items of indebtedness or any part thereof.

2. Pledge. As collateral security for the prompt and complete payment and performance when due of all the Obligations up to a maximum amount or limit of \$800,000,000.00, and in order to induce the Lenders to enter into the Loan Agreement and make the Loans to the Company in accordance with the terms thereof, each member of the Apache Group hereby pledges to the Secured Parties, acting by and through the Agent, a percentage interest equal to the Collateral Interest in and to the following (all of which are hereinafter collectively called the "Collateral"):

A. All Contracts, whether now existing or hereafter arising, and such member of the Apache Group hereby authorizes and empowers the Agent, upon the occurrence and continuance of any Event of Default under the Loan Agreement, to demand, collect and receive all payments and proceeds thereunder, 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 the Collateral, and such member of the Apache Group hereby authorizes and directs all pipeline companies, gathering companies and others purchasing Hydrocarbons from any Equipped Leasehold Interest or having in their possession any Hydrocarbons from any Equipped Leasehold Interest or the proceeds therefrom, to pay and deliver the Collateral to the Agent. Such member of the Apache Group agrees that all division orders, transfer orders, receipts and other instruments which the Agent may from time to time execute and deliver for the purpose of collecting or receipting for the Collateral may be relied upon in all respects, and that the same shall be binding upon such member of the Apache Group, and its successors and assigns. Such member of the Apache Group agrees to execute and deliver all necessary, convenient and appropriate instruments, including transfer and division orders, which may be required by the Agent in connection with the receipt by the Agent of the Collateral and to indemnify and keep and hold the Agent and the Secured Parties free and harmless from all parties whomsoever having or claiming an adverse interest in the Collateral and agrees to pay all expenses, costs, charges (including storage and removal charges) and reasonable attorneys' fees that may be incurred by the Agent or the Secured Parties with respect to any of said matters.

B. All amounts, sums, revenues and income which become payable to such member of the Apache Group from any Equipped Leasehold Interest or under any contract, present or future, relating to any gas pipeline system, processing plant or unit now or hereafter affecting or relating to any Equipped Leasehold Interest.

C. To the extent not otherwise included, all proceeds and products of any and all of the items of property described in paragraphs A and B above.

The Apache Group and the Secured Parties acknowledge that the Company has granted certain other lenders a security interest in a percentage interest in the items of property described in paragraphs A through C above, and provided that the percentage interest granted to such other lenders and the percentage interest granted to the Secured Parties hereunder does not exceed

100%, the Collateral hereunder does not include the percentage interest in such items of property granted to such other lenders.

3. Covenants with Regard to Collateral. The Company, and each other member of the Apache Group, as the case may be, hereby covenants and agrees with the Agent for the benefit of the Secured Parties that upon the occurrence and continuance of any Event of Default under the Loan Agreement and until the Obligations are fully satisfied:

A. Each member of the Apache Group shall execute such transfer orders, payment orders, division orders and other instruments as may be needed by the Agent or requested by it incident to its having all assigned payments made directly to it at its office in Minneapolis, Minnesota. Each member of the Apache Group hereby authorizes and directs all pipeline companies, purchasers, transporters and other parties owing monies to the Agent under contracts herein assigned to pay such amounts directly to the Agent as follows:

Norwest Bank Minneapolis, National Association,
as Agent
Eighth Street and Marquette Avenue
Minneapolis, Minnesota 55479
Attention: Corporate Trust Department

and such authorization shall continue until such member of the Apache Group is released from its obligations under this Agreement. The Agent 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 the Agent but shall be fully protected in making such payment to the Agent under the assignments herein contained. Should the Agent or the Secured Parties bring suit against any third party for collection of any amounts or sums included within this assignment (and the Agent and the Secured Parties shall have the right to bring any such suit), it may sue either in its own name, in the names of the Secured Parties or in the name of any member of the Apache Group.

B. In the event that, for its convenience, the Agent should elect with respect to particular Equipped Leasehold Interests not to exercise immediately its right to receive direct payment of the Collateral relating thereto, then the oil or gas purchasers or other persons obligated to make such payment shall continue to make payment of such proceeds or amounts to the member of the Apache Group entitled to the same until such time as written demand has been made upon them by the Agent that payment be made directly to the

Agent. Such failure to make such demand shall not in any way waive the right of the Agent to receive any such payments not theretofore paid out to a member of the Apache Group before the giving of any such written demand. In this regard, in the event payments of the Collateral are made directly to the Agent, and then, at the request of the Agent, such payments are, for a period or periods of time, paid to a member of the Apache Group, the Agent shall nevertheless have the right, so long as an Event of Default under the Loan Agreement has occurred and is continuing, effective upon written demand, to require that future payments of the Collateral be again made to it.

C. Independent of the foregoing provisions and the authorities herein granted, each member of the Apache Group shall execute and deliver any and all transfer orders, division orders and other instruments that may be requested by the Agent or that may be required by any purchaser of the production from, or of gas or oil or products delivered through, any Equipped Leasehold Interest to effect payment of the proceeds thereof directly to the Agent. If under any existing oil or gas sales agreements or products sales contracts, other than division orders or transfer orders, or under any oil or gas transportation contract, any proceeds are required to be paid by the purchaser or transporter directly to a member of the Apache Group, so that under such existing agreements payment cannot be made for such proceeds to the Agent in the absence of foreclosure, then the recipient's interest in all proceeds under such agreements or contracts and in all other proceeds or payments which for any reason may not be paid to the Agent shall, when received by the Company, constitute trust funds in its hands (and the receiving member of the Apache Group grants to the Agent a security interest in all of the recipient's interest in such proceeds) and shall be immediately paid over to the Agent.

D. The Secured Parties and the Agent, and their respective successors and assigns, are hereby absolved from all liability for failure to enforce collection of the accounts assigned under Section 2 above and from all other responsibility in connection therewith, except the responsibility to account (by application upon the Obligations or otherwise) for funds actually received. Each member of the Apache Group agrees to indemnify and hold harmless the Agent and the Secured Parties against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees by reason of the assertion that they or either of them have received, either before or after payment in full of the Obligations, funds from the production of oil, gas, other hydrocarbons or other minerals claimed by third persons, and the Agent and the Secured Parties shall each have the right

to defend against any such claims or actions employing attorneys of their own selection, and if not furnished with indemnity satisfactory to each of them, they shall each have the right to compromise and adjust any such claims or actions and any judgments with respect thereto, and in addition to the rights to be indemnified as herein provided, all amounts paid by the Agent or by the Secured Parties in compromise, satisfaction or discharge of any such claim, action or judgment, and all court costs, attorneys' fees and other expenses of every character incurred by the Agent or by the Secured Parties pursuant to the provisions of this Section 3 shall be demand obligations owing by the member of the Apache Group which purported to be entitled to the oil, gas, other hydrocarbons or other minerals in question and shall bear interest at the rate provided for in Section 6.1(c) of the Loan Agreement from date of expenditure until paid by such member of the Apache Group and shall be secured by the lien and security interest granted by this Agreement.

E. Nothing herein contained shall detract from or limit the absolute obligation of the Company to make prompt payment of the Obligations and of all amounts owing thereon, or the absolute obligation of each member of the Apache Group to make prompt payment of all amounts owing hereunder at the time and in the manner provided in the Notes or the Loan Agreement or this Agreement, as the case may be, regardless of whether the Collateral herein assigned is sufficient to pay the same, and the rights under this Agreement shall be cumulative of all other security of any and every character now or hereafter existing to secure the payment of the Obligations. Monies received under the assignments herein contained shall not be deemed applied to payment of the Obligations secured by this Agreement unless and until such funds are actually applied to the Obligations as provided in the Loan Agreement.

4. Relationship to Venture Agreements.

A. This Agreement is made by the Apache Group and accepted by the Agent and the Secured Parties subject to the terms and provisions of the Venture Agreements, to the extent the same are validly existing and affect portions of the Collateral. Each member of the Apache Group, the Agent and the Secured Parties acknowledge that the Company is a non-operator under the Venture Agreements.

B. The Company expressly covenants and agrees that, anything contained herein to the contrary notwithstanding, the exercise by the Agent of any of the rights of the Company assigned hereunder shall not release the Company from any of its duties or obligations under any Venture

Agreement neither the Agent nor the Secured Parties shall have any obligation or liability under any Venture Agreement or to any creditor of any party to any Venture Agreement by reason of the execution and delivery of this Agreement or the receipt by the Agent or any Secured Party of any payment pursuant hereto, nor shall the Agent or any Secured Party be obligated hereunder to perform or fulfill any of the duties or obligations of the Company under any Venture Agreement or to make any payment thereunder, or to make any inquiry as to the nature or sufficiency of any payment received by it thereunder, or the sufficiency of performance by any party thereunder, or to present or file any claim or take any action to collect or enforce any performance or the payment of any amounts or the delivery of any Collateral which may have been assigned to it or which it may be entitled at any time or times.

5. Representations, Warranties and Covenants with Regard to Collateral, Equipped Leasehold Interests and Equipment.

A. The Apache Group represents, warrants and covenants that its members shall be the lawful owner and holder of the Collateral and the Equipped Leasehold Interests and the Equipment thereon; that they have good right and authority to pledge the Collateral and to make the covenants, representations, warranties and assignments contained in this Agreement; that all existing and future rents, royalties and other payments due and payable with respect to each Equipped Leasehold Interest and the Equipment thereon and any contracts and other instruments constituting a part of or related to any Equipped Leasehold Interest or the Collateral have been and will be properly and timely paid and that all oil and gas severance and production taxes payable by any member of the Apache Group have been and will be duly paid; that the Collateral is and will be free and clear from all Liens except the lien evidenced by this Agreement; and that each member of the Apache Group will warrant and forever defend its title to the Collateral against the claims of all persons whomsoever claiming the same or any part thereof.

B. So long as the Obligations or any part thereof remain unpaid, the Company, and each other member of the Apache Group (as the case may be), for itself and its successors, representatives and assigns, covenants and agrees with the Agent and the Secured Parties and their respective successors and assigns as follows:

(1) That the Company will make prompt payment of the Notes, the Additional Interest and all other Obligations secured hereby.

(2) That any stamp or documentary taxes, if any, which may be required to be paid with respect to the Notes or any of the Security Instruments executed by any member of the Apache Group to the Agent will be paid immediately upon request unless, by applicable state law in the case of such taxes, it shall be unlawful for such member of the Apache Group to pay such tax or reimburse the Agent therefor.

(3) That the Company will continuously maintain in good condition and operate in a good and workmanlike manner all pipelines and pipeline systems, if any, related to any Equipped Leasehold Interest and the Equipment thereon in accordance with the valid rules and regulations of duly constituted authorities.

(4) That all Equipped Leasehold Interests and the Equipment thereon will be kept in good operating condition and that the Company will cause to be made promptly all repairs, renewals, replacements, additions and improvements which are needed in connection with any part of any Equipped Leasehold Interest or the Equipment thereon.

(5) That all Equipped Leasehold Interests and the Equipment thereon will be continuously maintained, developed and operated by the Company in a good and workmanlike manner.

(6) That each member of the Apache Group will observe and comply with (or cause to be observed and complied with) all of the terms and provisions, express or implied, of the Equipped Leasehold Interests and of any assignments or subleases thereof under which any member of the Apache Group holds, or its predecessors in interest held, title in order to keep such leases or assignments in full force and effect. The Company will not permit the surrender, abandonment, release or termination of any such Equipped Leasehold Interest, in whole or in part, so long as it is capable of producing Hydrocarbons or other minerals, except as permitted in the Loan Agreement, and the Company will protect all Equipped Leasehold Interests against drainage of Hydrocarbons thereunder by reason of production on other properties.

(7) That each member of the Apache Group will observe and comply with all of the terms and provisions of all easements, licenses, franchises, permits and contracts to which it is a party (both existing and future) affecting or relating to any Equipped Leasehold

Interest and the Equipment thereon or which are needed incident to the operation of any Equipped Leasehold Interest and the Equipment thereon. Without limiting the foregoing, each member of the Apache Group agrees to comply fully with all covenants and make timely payments of all amounts payable under gas purchase and gas processing contracts held by it and also to perform fully all of its obligations and covenants as the seller under all gas sales contracts, and all condensate, distillate and other products sales contracts and division orders and processing contracts held by it incident to any Equipped Leasehold Interest and the Equipment thereon.

(8) That the Company will cause all debts and liabilities of any character, including, without limitation, all debts and liabilities for labor, material and equipment incurred in the operation, maintenance or expansion of any Equipped Leasehold Interest and the Equipment thereon to be promptly paid. Nothing in this Agreement shall be construed, however, as a waiver of the lien and security interest of this Agreement as a first and prior pledge of the Collateral.

(9) That the Company will keep such part of each Equipped Leasehold Interest and the Equipment thereon and the Collateral which is of an insurable nature and of a character usually insured by persons operating similar properties insured with companies of recognized responsibility.

(10) That if the validity or priority of this Agreement or of any rights, titles, pledges or interests created or evidenced hereby with respect to the Collateral, the Equipped Leasehold Interests and the Equipment thereon or any part thereof shall be endangered or questioned or shall be attacked directly or indirectly or if any legal proceedings are instituted against any member of the Apache Group with respect thereto, the Company will give written notice thereof to the Agent promptly and, at the Company's own cost and expense, the Company will diligently endeavor to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal proceedings, including, but not limited to, the employment of counsel agreeable to the Agent and the Secured Parties, the prosecution or defense of litigation and the release or discharge of all adverse claims. The Agent and the Secured Parties, or either of them (whether or not named as parties to

legal proceedings with respect thereto), are hereby authorized and empowered to take such additional steps as in their judgment and discretion may be necessary or proper for the defense of any such legal proceedings, including, but not limited to, the prosecution or defense of litigation, and the compromise or discharge of any adverse claims made with respect to any Equipped Leasehold Interest and the Equipment thereon, and all expenses so incurred of every kind and character shall be a demand obligation owing by the Company and shall bear interest at the rate provided for in Section 6.1(c) of the Loan Agreement from the date of expenditure until paid and shall be secured by the lien evidenced by this Agreement, and the party incurring such expenses shall be subrogated to all rights of the person receiving such payment.

(11) That the Company will not suffer or permit any Lien to be hereafter claimed or created on or against the Collateral, and should a Lien become attached hereafter in any manner to any part of the Collateral (even though inferior and subordinate to the Lien created by this Agreement) without the prior written consent of the Agent, the Company will cause such Lien to be promptly discharged.

(12) That each member of the Apache Group will promptly, on request of the Agent, correct any defect, error or omission which may be discovered in the contents of this Agreement or in the execution or acknowledgment thereof, and will promptly execute and deliver any and all additional instruments as may be requested by the Agent to correct such defect, error or omission or to describe more fully or particularly any of the Collateral, or any Equipped Leasehold Interest and the Equipment thereon or to identify any additional Collateral or additional properties which are or become subject to this Agreement or which are intended to be included herein.

(13) That the Company will pay all engineering or appraisal fees, recording fees, taxes, abstract fees, attorneys' fees and all other costs and expenses of every character incurred in connection with the making, closing and servicing of the Obligations and will pay all reasonable fees and charges made by the Agent for services performed hereunder and will reimburse the Agent and the Secured Parties for all expenses incurred by them, respectively, and will indemnify and hold harmless the Agent and the Secured Parties from and against all claims, demands, liabilities and causes of

action asserted against either of them on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with any Equipped Leasehold Interest or the Equipment thereon or with this Agreement, save and except for their willful misconduct. In the event that the Agent or the Secured Parties should pay for expenses incurred in the way of attorneys' fees in connection with handling legal matters connected with the making, closing or servicing of the Obligations hereby secured or should pay directly any recording or filing fees or fees incident to registering or recording instruments, such sums shall be demand obligations of the Company and the Company shall promptly reimburse the Agent or the Secured Parties, as applicable, for all such sums. Such sums shall become part of the Obligations secured by this Agreement and shall bear interest from the date of expenditure at the rate provided for in Section 6.1(c) of the Loan Agreement until paid by the Company.

(14) That all representations made by the Company to the Agent or the Secured Parties with reference to the making, closing or servicing of the Obligations are true and that the Company will fully comply with all undertakings and obligations contained in the Loan Agreement and any other collateral loan agreement made in writing to the Agent or the Secured Parties incident to or as a part of the Loans evidenced by the Notes or any other Obligations secured hereby.

(15) That any time after the occurrence and continuance of any Event of Default under the Loan Agreement, upon request by the Agent and from time to time thereafter upon request by the Agent, each member of the Apache Group will execute and deliver written notices of assignments to any persons or corporations owing or which may in the future (while this Agreement remains in effect) owe to such member of the Apache Group monies or accounts arising in connection with any of the following matters:

(i) any production of Hydrocarbons from any Equipped Leasehold Interest and the Equipment thereon;

(ii) any Contracts;

(iii) the operation of any part of any Equipped Leasehold Interest and the Equipment thereon; or

(iv) all amounts and accounts which may accrue otherwise in connection with any Equipped Leasehold Interest and the Equipment thereon or the operation or production thereof;

advising such third parties that the Collateral has been assigned to the Agent and requiring and directing that future payments thereof (including amounts then owing and unpaid) be paid to the Agent in accordance with the assignments set out in Section 2 above.

(16) That each member of the Apache Group will, promptly upon request by the Agent, properly execute and file with such filing offices as the Agent may request, this Agreement and any other documents desired by the Agent in connection with the perfection of the lien and security interest herein granted in the Collateral in accordance with the laws of the State of Louisiana.

(17) That each member of the Apache Group will execute and deliver, upon request by the Agent and from time to time upon request by the Agent, such supplemental and additional pledge agreement as may be desired by the Agent with reference to any future Contracts, Equipped Leasehold Interests or Equipment or any other of the Collateral described or intended to be described in this instrument or any exhibit hereto or as required in the Loan Agreement, and including, without limitation, items of after-acquired Collateral.

(18) That no member of the Apache Group will execute or record any Statement of Assignment of Accounts Receivable under the provisions of La. R.S. 9:3101-3110, or any similar statute. In this regard, should any Statement of Assignment of Accounts Receivable have heretofore been executed by a member of the Apache Group in favor of any creditor other than the Agent or the Secured Parties, such member of the Apache Group covenants and agrees to obtain its release within 30 days.

(19) That each member of the Apache Group warrants and represents to the Agent and the Secured Parties that it has not heretofore entered into any advance payment contract (as below defined) with any person or party affecting any Equipped Leasehold Interest or any Hydrocarbons produced or which may be produced therefrom. Further, each member of the Apache Group covenants and agrees that, without first securing the written consent of the Agent, it will not hereafter

enter into or agree to any advance payment contract (as below defined) with any person or party affecting any Equipped Leasehold Interest or the Equipment thereon or any Hydrocarbons produced or to be produced therefrom. As used herein, the term "advance payment contract" shall be deemed to refer to and include any contract with another person or party (the "Other Party") whereby a member of the Apache Group receives or becomes entitled to receive (either directly or to a third party for its account or benefit) any payment (an "Advance Payment") which the Other Party may require be applied toward payment of the purchase price of Hydrocarbons produced or to be produced from a particular Equipped Leasehold Interest and which Advance Payment is paid or to be paid in advance of actual delivery of such production from the Equipped Leasehold Interest affected thereby to or for the account of the Other Party, regardless of whether such contract imposes an obligation upon the Other Party to purchase and take delivery of such production or grants an option or right of refusal to such Other Party to purchase and take delivery of such production, and regardless of whether the Advance Payment may be applied as payment in full for such production when sold and delivered or may be applied as payment for a portion only of the purchase price thereof or of a percentage or share of such production. In this respect, it is expressly stipulated that as a condition of granting approval of any advance payment contract the Agent may, in its discretion, require that a percentage of any Advance Payment equal to the Collateral Interest be paid to the Agent in whole or in part for application toward payment of the Obligations or may require that any portion of any Advance Payment not thus applied on the Obligations be placed in escrow with the Agent to insure use thereof as the Agent may direct or determine; or the Agent, in its sole discretion, may impose other conditions upon such consent or may simply refuse to consent to the making of such advance payment contract. Whether or not the Agent's consent to an advance payment contract heretofore or hereafter made by a member of the Apache Group has been obtained, and regardless of whether the existence or making of such advance payment contract constitutes a breach of such member's representations or covenants herein contained, it is expressly stipulated that, unless otherwise expressly agreed in writing by the Agent, all Advance Payments hereafter becoming due to a member of the Apache Group under any advance payment contract shall be deemed proceeds of sale of Hydrocarbons from the Equipped Leasehold Interest affected thereby for

purposes of Section 2 hereof which are therein assigned to and are to be paid over to the Agent; and the Agent's receipt or acceptance of any such Advance Payment or application thereof toward payment of the Obligations shall not constitute a waiver of any default resulting from the existence or making of the advance payment contract pursuant to which such Advance Payment is made or a ratification or approval by the Agent of such advance payment contract.

(20) If any member of the Apache Group fails to perform or comply with any of its agreements contained herein, in the Loan Agreement, in any Venture Agreement, or in any other agreements affecting or relating to any Equipped Leasehold Interest and the Agent or the Secured Parties, as provided for by the terms of this Agreement, shall itself or themselves perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of the Agent or the Secured Parties incurred in connection with such performance or compliance, together with interest thereon at the rate provided for in Section 6.1(c) of the Loan Agreement, shall be payable by the Company to the Agent or the Secured Parties, as applicable, on demand and shall constitute Obligations secured hereby.

6. Waiver and Partial Release.

A. The Agent may at any time and from time to time in writing:

(1) Waive compliance by any member of the Apache Group with any covenant herein made to the extent and in the manner specified in such writing;

(2) Consent to the doing by any member of the Apache Group of any act which hereunder it is prohibited from doing, or to failure of any member of the Apache Group to do any act which hereunder it is required to do to the extent and in the manner specified in such writing; or

(3) Release any part of the Collateral from the lien and security interest created by this Agreement without the joinder of the Secured Parties.

No such act by the Agent shall in any way impair the rights of the Agent or the Secured Parties hereunder except to the extent specifically agreed to by the Agent in such writing.

B. The lien and privilege granted hereunder shall not be impaired by any indulgence, including but not limited to:

(1) Any forbearance, renewal, extension or modification which the Agent may grant with respect to any Obligations secured hereby;

(2) Any surrender, compromise, release, renewal, extension, exchange or substitution which the Agent may grant with respect to any item of the Collateral or any part thereof or any interest therein; or

(3) Any release or indulgence granted to any member of the Apache Group or to any endorser, guarantor or surety of any Obligations secured hereby.

7. Additional Covenants with Regard to Collateral. The Company and each other member of the Apache Group (as the case may be) covenants and agrees with the Agent for the benefit of the Secured Parties that from and after the date of this Agreement and until the Obligations are fully satisfied:

A. Maintenance of Records. The Company will, at all times, keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including, without limitation, a record of all payments received and all credits granted with respect to the Collateral and all other dealings with the Collateral.

B. Limitations on Liens on Collateral. Except for the lien and privilege created by this Agreement, the Company will not, and will not permit any other member of the Apache Group to, create, permit or suffer to exist, and will, and will cause each other member of the Apache Group to, defend the Collateral against and take such other action as is necessary to remove, any Lien upon the Collateral, and will defend the right, title or interest of the Agent in, to and under the Collateral and in and to the proceeds and products thereof against the claims and demands of all persons whomsoever.

C. Notices. The Company will advise the Agent, promptly and in reasonable detail, (i) of any material change in the composition of the Collateral, and (ii) of the occurrence of any other event which would have a material adverse effect on the aggregate value of the Collateral or on the security interest created hereunder.

8. Agent Appointed as Attorney-in-Fact.

A. Each member of the Apache Group hereby irrevocably constitutes and appoints the Agent and any authorized officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in its place and stead and in its name or in the Agent's own name, from time to time in the Agent's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives the Agent and any authorized officer or agent thereof the power and right, on behalf of such member of the Apache Group without notice to or assent by it, to do any or all of the following:

(1) Upon the occurrence and continuance of any Event of Default under the Loan Agreement, to ask, demand, collect, receive and give acquittances and receipts for any and all monies due and to become due, or any performance to be rendered, under or in connection with any Venture Agreement or any Equipped Leasehold Interest or the Collateral, and in the name of such member of the Apache Group or its own name or otherwise, to take drafts, notes, acceptances or other instruments for the payment of monies due such member of the Apache Group under or in connection with any of the same and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Agent for the purposes of collecting any and all such monies due or securing any performance to be rendered, under or in connection with any of the same;

(2) To pay or discharge taxes, Liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, provided, however, that so long as no Event of Default under the Loan Agreement has occurred and is continuing, the Agent shall not pay any such tax, Lien, security interest or encumbrance if (i) the validity thereof shall be contested by a member of the Apache Group in good faith and by appropriate proceedings diligently prosecuted, (ii) such member of the Apache Group shall have set aside on its books adequate reserves, if any are required under generally accepted accounting principles, with respect thereto, and (iii) the failure by such member of the Apache Group to pay any such tax, Lien, security interest or encumbrance shall not

subject any part of the Collateral to risk of seizure, loss or arrest; and

(3) Upon the occurrence and continuance of any Event of Default under the Loan Agreement, (i) to direct any party liable for any payment or performance to or for the benefit of any member of the Apache Group under or in connection with any Venture Agreement, any Equipped Leasehold Interest or the Collateral to make payment of any and all monies due and to become due thereunder or to render any performance provided for therein directly to the Agent or as the Agent shall direct, (ii) to receive payment of and receipt for any and all monies, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral, (iii) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other rights in respect of any Collateral, (iv) to defend any suit, action or proceeding brought against such member of the Apache Group with respect to any Collateral, and (v) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as the Agent may deem appropriate.

Each member of the Apache Group hereby ratifies all that said attorneys shall lawfully do or cause to be done within the scope of the power of attorney granted hereunder. All amounts paid by said attorneys pursuant to this Section 8, together with interest at the rate provided for in Section 6.1(c) of the Loan Agreement, shall be payable by the Company to said attorneys on demand and shall constitute Obligations secured hereby. This power of attorney is a power coupled with an interest and shall be irrevocable.

B. The powers conferred on the Agent hereunder are solely to protect the interests of the Secured Parties in the Collateral and shall not impose any duty upon it to exercise any such powers. The Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to any member of the Apache Group for any act or failure to act, except for its or their gross negligence or willful misconduct.

C. Each member of the Apache Group also authorizes the Agent, at any time and from time to time upon the occurrence and continuance of any Event of Default under the

Loan Agreement, (i) to initiate communications in the name of the Agent to any party concerning the Collateral with regard to the assignment hereunder of the rights and interests of the Apache Group thereunder and other matters relating thereto; provided, however, that the Agent may initiate any such communication without regard to the occurrence and continuance of an Event of Default under the Loan Agreement if such communication is necessary or desirable in its sole judgment to protect or preserve its rights or the rights of the Secured Parties in the Collateral hereunder, and (ii) to execute, in connection with the sale provided for in paragraph B of Section 9 of this Agreement, any endorsements, assignments, bills of sale or other instruments or conveyance or transfer with respect to the Collateral.

9. Rights, Remedies Upon Default.

A. If an Event of Default under the Loan Agreement shall occur and be continuing:

(1) All payments received by a member of the Apache Group under or in connection with any of the Collateral shall be held by the recipient in trust for the Secured Parties (and the Agent on their behalf), shall be segregated from other funds of the recipient, and shall forthwith upon receipt be turned over to the Agent, in the same form as received (duly endorsed to the order of the Agent, if required); and

(2) Any and all such payments so received by the Agent (whether from a member of the Apache Group or otherwise) may, in the sole discretion of the Agent, be held by the Agent as collateral security for, or then at any time thereafter applied by the Agent in the order set forth in paragraph 9(K) hereof.

B. If an Event of Default under the Loan Agreement shall occur and be continuing, the Agent may exercise, in addition to all other rights and remedies granted to it by this Agreement, in the Loan Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured creditor under any applicable law of the State of Louisiana. Without limiting the generality of the foregoing, each member of the Apache Group agrees that in any such event, the Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon such member of the Apache Group or any other Person (all and each of which demand, advertisements and

notices are hereby expressly waived,, may, to the extent permitted by the laws of the State of Louisiana and subject to the provisions of the Equipped Leasehold Interests, forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and may, subject to the provisions of the Equipped Leasehold Interests, forthwith sell, lease, assign, give an option or options to purchase or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange or broker's board or at any of the Agent's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Agent shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption in any member of the Apache Group, which right or equity is hereby expressly released and waived. The Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale (after deduction of all reasonable costs and expenses of every kind incurred therein or incidental to the care, safekeeping or otherwise of any or all of the Collateral or in any way relating to the rights of the Agent hereunder, including reasonable attorneys' fees and legal expenses) in the order set forth in paragraph 9(K) hereof, and only after so applying such net proceeds and after the payment by the Agent of any other amount required or permitted by any provision of law, need the Agent account for the surplus, if any, to any member of the Apache Group. To the extent permitted by the laws of the State of Louisiana, each member of the Apache Group waives all claims, damages and demands against the Agent or any Secured Party arising out of the seizure, retention or sale of the Collateral. The Agent shall have the right to take possession of all or any part of the Collateral or any security therefor and of all books, records, papers and documents of any member of the Apache Group or in such member's possession or control relating to the Collateral which are not already in the Agent's possession, and for such purpose may enter upon any premises upon which any of the Collateral or any security therefor or any of said books, records, papers and documents are situated and remove the same therefrom without any liability for trespass or damages thereby occasioned. To the extent permitted by the laws of the State of Louisiana, each member of the Apache Group expressly waives any notice of sale or other disposition of the Collateral and all other rights or remedies or formalities prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remedy of the Agent existing by law or provided for

hereunder; and to the extent any such notice is required and cannot be waived, each member of the Apache Group agrees that the Agent need not give more than five (5) days' notice (which notification shall be deemed given when mailed, postage prepaid, addressed to such member of the Apache Group at its address set forth in Section 14 hereof) of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters. Except to the extent otherwise provided in the Loan Agreement, the Company shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which the Agent and the Secured Parties are entitled, the Company also being liable for the fees of any attorneys employed by the Agent or the Secured Parties to collect such deficiency.

C. If any Event of Default under the Loan Agreement shall occur and be continuing, the Agent is expressly granted the right, at its option, to transfer at any time to itself or to its nominee the Collateral, or any part thereof, and to receive the payments, collections, income, income, proceeds or benefits attributable or accruing thereto and to hold the same as security for the Obligations or to apply it in such order or manner as is set forth in paragraph 9(K) hereof. All rights to marshalling of assets of any member of the Apache Group, including any such right with respect to the Collateral, are hereby waived. The rights of the Agent to take possession or control of the Collateral upon the happening of any of the events or conditions constituting a default may be exercised without resort to any court proceeding or judicial process whatever and without any hearing whatever thereon; and, in this connection, EACH MEMBER OF THE APACHE GROUP EXPRESSLY WAIVES ANY CONSTITUTIONAL RIGHTS OF THE COMPANY WITH REGARD TO NOTICE, ANY JUDICIAL PROCESS OR ANY HEARING PRIOR TO THE EXERCISE OF THE RIGHT OF THE AGENT TO TAKE POSSESSION OR CONTROL OF THE COLLATERAL UPON THE HAPPENING OF ANY SUCH EVENT OF DEFAULT.

D. All recitals in any instrument of assignment or any other instrument executed by the Agent incident to sale, transfer, assignment or other disposition of the Collateral or any part thereof hereunder shall be full proof of the matters stated therein and no other proof shall be requisite to establish full legal propriety of the sale or other action taken by the Agent or of any fact, condition or thing incident thereto and all prerequisites of such sale or other action or of any fact, condition or thing incident thereto shall be presumed conclusively to have been performed or to have occurred.

E. The Agent and the Secured Parties are hereby subrogated to all of the Apache Group's interests, rights and remedies with respect to the Collateral and all security now or hereafter existing with respect thereto and all guarantees and endorsements thereof and with respect thereto.

F. Subject to the provisions of the Loan Agreement, the Company agrees to pay all costs of the Agent and the Secured Parties, including attorneys' fees, incurred with respect to the collection of any of the Obligations and the enforcement of any of their respective rights hereunder.

G. To the extent permitted by law, each member of the Apache Group hereby waives presentment, demand, protest or any notice of any kind in connection with this Agreement or any Collateral.

H. To the full extent lawful to do so, each member of the Apache Group agrees that it will not, at any time, insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay of execution or redemption, and, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution and notice of election to mature or declare due the whole of the Obligations. If any law referred to in this Section and now in force, of which a member of the Apache Group or such member of the Apache Group's successors might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section.

I. If an Event of Default under the Loan Agreement occurs and is continuing, the rights of the Agent shall include, without limitation, the right to take possession of the Collateral and to enter upon any premises where the same may be situated for such purpose without being deemed guilty of trespass and without liability for damages thereby occasioned, and to take any action deemed necessary or appropriate or desirable by the Agent, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition as herein authorized.

J. The Agent may require the Company to assemble the Collateral and make it available to the Agent at a place to be designated by the Agent that is reasonably convenient to both parties. All expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling,

leasing or otherwise using or disposing of the Collateral and the like which are incurred or paid by the Agent or the Secured Parties as authorized or permitted hereunder, including also all attorneys' fees, legal expenses and costs, shall be demand obligations of the Company, shall bear interest from the date of expenditure at the rate provided in Section 6.1(c) of the Loan Agreement until paid by the Company, and such sums shall become part of the Obligations secured hereby.

K. All payments, collections, proceeds, monies income or benefits received by or accruing to the Agent hereunder shall be applied as follows.

(i) First: To the payment of the costs and expenses of the Agent hereunder, and to all liabilities and advances incurred or made by the Agent hereunder and to the payment of all taxes, assessments or liens prior to the security interest granted hereunder;

(ii) Second: To the payment of the whole amount then due and unpaid upon the Obligations and in case such moneys shall be insufficient to pay in full the whole amount so due and unpaid upon the Obligations, such moneys shall then be applied to the payment of the principal of and interest on the Notes, and to the payment of Additional Interest, ratably without any preference or priority according to the amount so due for such principal and interest and Additional Interest at the date fixed by the Bank for the distribution of such moneys (or otherwise as the Holders of all the Notes may then or theretofore determine);

(iii) Third: To the payment of any other sums required to be paid by the Company pursuant to any provision of this Agreement and the Loan Agreement; and

(iv) Fourth: The surplus, if any, shall be paid to the Company or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

10. Rights Cumulative. The execution and delivery of this Agreement shall in no manner impair or affect any other security (by endorsement or otherwise) for the payment or performance of the Obligations and no security taken hereafter as security for payment or performance of the Obligations shall impair in any manner or affect this Agreement, and all such present and future additional security shall be considered as cumulative security. Any of the Collateral may be released from this Agreement without altering, varying or diminishing in any

way the force, effect, lien, pledge or charge of this Agreement as to the Collateral not expressly released, and this Agreement shall continue as a first and prior lien, security interest and charge on all of the Collateral not expressly released until all the Obligations secured hereby have been paid or performed in full. Any future assignment or attempted assignment of the interest of any member of the Apache Group in and to any of the Collateral shall not deprive the Agent of the right to sell or otherwise dispose of or utilize all of the Collateral as above provided or necessitate the sale or disposition thereof in parcels or in severalty.

11. No Waiver. No delay or omission on the part of the Agent in exercising any right hereunder shall operate as a waiver of any such right or any other right. A waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy on any future occasion. The remedies of the Agent hereunder are cumulative, and the exercise of any one or more of the remedies provided for herein shall not be construed as an election or as a waiver of any of the other remedies of the Agent provided for herein or existing by law or otherwise.

12. Limitation on Agent's Duty in Respect of Collateral. Neither the Agent nor the Secured Parties shall have any duty as to any Collateral in their possession or control or in the possession or control of their agents or nominees or as to any income thereon or as to the preservation of rights against third parties or any other rights pertaining thereto.

13. Release of Lien.

A. This Agreement and the pledge and privilege created hereby shall continue in full force and effect until such time as all of the Obligations have been fully paid and discharged in accordance with the respective terms thereof and each member of the Apache Group has well and truly performed all of the covenants contained herein and in any other instrument now or hereafter delivered by it to the Agent or the Secured Parties securing or relating to the Obligations, and upon the termination hereof as stated above, this Agreement shall be released in due form, at the Company's expense.

B. If no member of the Apache Group is in default hereunder or under the Loan Agreement or under any other instrument now or hereafter delivered by it to the Agent or the Secured Parties securing or relating to the Obligations, the Apache Group shall be entitled to partial release of this Agreement in accordance with the terms of the Loan Agreement.

14. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be deemed to have been duly given or made when delivered or when deposited in the mail, first class postage prepaid, and addressed: (i) if to the Agent, to Norwest Bank Minneapolis, National Association, Eighth Street and Marquette Avenue, Minneapolis, Minnesota 55479, Attention: Corporate Trust Department and (ii) if to the Company or to any member of the Apache Group, to Apache Corporation, Foshay Tower, Minneapolis, Minnesota 55402, Attention: Treasurer; or at such other address as may have been furnished in writing for such purpose by the Company or the Agent.

15. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

16. Successors and Assigns; Governing Law. This Agreement and all obligations of the Apache Group hereunder shall be binding upon the successors and assigns of the respective members of the Apache Group, and shall inure to the benefit of the Agent and its successors and assigns and the Secured Parties and their successors and assigns. The Obligations secured hereby, including, without limitation, the Notes and the Additional Interest, have been and will be created pursuant to the Loan Agreement, which was executed and delivered in the State of Minnesota, it being the express intent and agreement of the Apache Group, the Agent and the Secured Parties that the Obligations are to be construed and governed in accordance with the laws of the State of Minnesota. This Agreement shall be construed and governed in accordance with the laws of the State of Minnesota, except to the extent that the laws of another jurisdiction shall necessarily control. In this regard, it is agreed that as to any Collateral now or hereafter located in the State of Louisiana, this Pledge Agreement is, and shall be construed as, an Act of Assignment under the Louisiana Assignment of Accounts Receivable Act and, as to any such Collateral, shall be governed by said Act.

17. Further Indemnification. The Company agrees to pay, and to save the Agent and the Secured Parties harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or by any member of the Apache Group in connection with any of the transactions contemplated by this Agreement.

18. Notice of Assignment. No member of the Apache Group will execute of record any Notice of Assignment of Accounts Receivable under the provisions of LA.R.S. 9:3101-3111, or any similar statute, except in favor of the Agent or the Secured Parties. No Notice of Assignment of Accounts Receivable has heretofore been executed by a member of the Apache Group in favor of any creditor other than the Agent or the Secured Parties or for the benefit of the holders of the notes issued pursuant to the Lease Acquisition Loan Agreement.

IN WITNESS WHEREOF, the Apache Group and the Agent have caused this Agreement to be executed and delivered by their proper and authorized officers as of the day and year first above written.

APACHE CORPORATION

By *[Signature]*
Its Vice President

NORWEST BANK MINNEAPOLIS,
NATIONAL ASSOCIATION,
As Agent

By *[Signature]*
Its Vice President

APC OPERATING PARTNERSHIP

By Apache Corporation,
general partner

By *[Signature]*
Its Vice President

APACHE OFFSHORE PETROLEUM
LIMITED PARTNERSHIP

By Apache Corporation,
general partner

By *[Signature]*
Its Vice President

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 17th day of May, 1984, before me appeared G.C. Hanna, to me personally known, who, being by me duly sworn, did say that he is the Vice President of APACHE CORPORATION and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

Frank H. Vago
Patricia J. Lambert

Diane M. Vruno
NOTARY PUBLIC



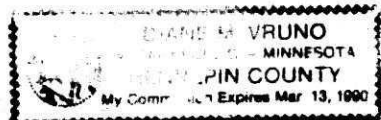
STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 17th day of May, 1984, before me appeared G.C. Hanna, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Apache Corporation, the general partner of APC OPERATING PARTNERSHIP, a Texar limited partnership, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

Frank H. Vago
Patricia J. Lambert

Diane M. Vruno
NOTARY PUBLIC



STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 17th day of May, 1984, before me appeared G. C. Hays, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Apache Corporation, the general partner of APACHE OFFSHORE PETROLEUM LIMITED PARTNERSHIP, a Delaware limited partnership, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

Frank H. Tj
Patrick J. Reuter

Diane M. Vruno
NOTARY PUBLIC



STATE OF Minnesota)
County OF Hennepin)

On this 17th day of May, 1984, before me appeared Jerry F. Gudmundson, to me personally known, who, being by me duly sworn, did say that he is a Vice President of Norwest Bank Minneapolis, National Association, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

Frank Buttle
Ad. Adams

Daniel J. Amen
NOTARY PUBLIC

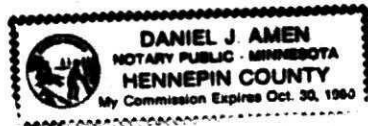


EXHIBIT A

TO
BY AGREEMENT
FROM

APACHE CORPORATION OPERATING PARTNERSHIP AND
APACHE OFFSHORE PETROLEUM LIMITED PARTNERSHIP, THE "APACHE GROUP"
TO
NORWEST BANK MINNEAPOLIS, NATIONAL ASSOCIATION
AS "AGENT" FOR AND ACTING ON BEHALF OF
THE LENDERS REFERRED TO THEREIN

RECORDED
MAY 21 1 42 PM '84
NOTARY PUBLIC
STATE OF LOUISIANA

Whenever reference is hereinafter made to an instrument, such instrument shall be incorporated herein for purposes of further description.

Part I

All of the Apache Group's undivided interest and mineral leasehold estate in and to those certain Oil and Gas Leases of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by its authorized officer, to Shell Oil Company, Florida Exploration Company, Fluor Oil and Gas Corporation, Crown Central Petroleum Corporation and Apache Corporation, as Lessee, details of which Leases and of the submerged lands affected thereby being as follows:

1. Oil and Gas Lease #OCS-G 4901, effective December 1, 1981, affecting all of Block 28, Main Pass Area, as shown on OCS Leasing Map, Louisiana Map No. 10.
2. Oil and Gas Lease #OCS-G 4749, effective September 1, 1981, affecting all of Block 94, West Cameron Area, as shown on OCS Leasing Map, Louisiana Map No. 1.

Without limiting the foregoing, the Apache Group warrants and represents that Apache Corporation and its affiliates own an undivided leasehold interest in the aforesaid Leases of 7.39645% and are entitled to a net revenue interest of 6.163667% of the production therefrom.

Part II

All of the Apache Group's undivided interest and mineral leasehold estate in and to those certain Oil and Gas Leases of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by its authorized officer, to Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation,

Crown Central Petroleum Corporation and Apache Corporation, as Lessee, details of which Leases and of the submerged lands affected thereby being as follows:

1. Oil and Gas Lease #OCS-G 5044, effective April 1, 1982, affecting all of Block 259, Ship Shoal Area, South Addition, as shown on OCS Leasing Map, Louisiana Map No. 5A.
2. Oil and Gas Lease #OCS-G 5052, effective April 1, 1982, affecting all of Block 83, South Pass Area, South and East Addition, as shown on OCS Leasing Map, Louisiana Map No. 9A.
3. Oil and Gas Lease #OCS-G 5047, effective April 1, 1982, affecting all of Block 25, South Pelto Area, as shown on OCS Leasing Map, Louisiana Map No. 6.

Without limiting the foregoing, the Apache Group warrants and represents that Apache Corporation and its affiliates own an undivided leasehold interest of 7.39645% in the aforesaid Lease and are entitled to a net revenue interest of 6.163667% of the production therefrom.

Part III

All of the Apache Group's undivided interest and mineral leasehold estate in and to those certain Oil and Gas Leases of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by its authorized officer, to Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation and Apache Corporation, as Lessee, details of which Leases and of the submerged lands affected thereby being as follows:

1. Oil and Gas Lease #OCS-G 5195, effective January 1, 1983, affecting the NE1/4 NE1/4; E1/2 NW1/4 NE1/4; S1/2 NE1/4; E1/2 SE1/4 NW1/4; E1/2 NE1/4 SW1/4; S1/2 SW1/4; SE1/4 of Block 226, as shown on OCS Leasing Map, Vermilion Area, Louisiana Map No. 3.
2. Oil and Gas Lease #OCS-G 5723, effective July 1, 1983, affecting all of Block 231, Main Pass Area, South and East Addition, as shown on OCS Leasing Map, Louisiana Map No. 10A.
3. Oil and Gas Lease #OCS-G 5646, effective July 1, 1983, affecting all of Block 295, South Timbalier Area, South Addition, as shown on OCS Leasing Map, Louisiana Map No. 6A.
4. Oil and Gas Lease #OCS-G 5496, effective July 1, 1983, affecting all of Block 178, Eugene Island Area, as shown on OCS Leasing Map, Louisiana Map No. 4.

5. Oil and Gas Lease #OCS-G 5511, effective July 1, 1983, affecting all of Block 281, Eugene Island Area, South Addition, as shown on OCS Leasing Map, Louisiana Map No. 4A.

Without limiting the foregoing, the Apache Group warrants and represents that Apache Corporation and its affiliates own an undivided leasehold interest of 8.33333% in the aforesaid Lease and are entitled to a net revenue interest of 6.94445% of the production therefrom.

Part IV

Without limiting the descriptions in Parts I through III above, there is expressly included in this Exhibit A all right, title and interest (including oil, gas and mineral leasehold interests, royalties, overriding royalties, net profits interests, contract rights and reversionary interests) owned or held by any of the Apache Group or to which any of the Apache Group is entitled in or to any and all of the properties identified and described in Parts I through III above. References herein to said properties are without limitation as to depth, zone, formation or substance. There is also expressly included in this Exhibit A, all future interests and rights which any of the Apache Group may hereafter acquire or to which any of the Apache Group may become entitled in or to the submerged lands described in Parts I through III above.

Part V

Without limiting the descriptions in Parts I through IV above, there is expressly included in this Exhibit A all right, title and interest owned or held by any of the Apache Group or to which any of the Apache Group is entitled in and to any and all of the platforms, oil wells, gas wells, and oil and gas well supplies, machinery, derricks, buildings, flow lines, tanks, casings, Christmas trees, tubing, rods, pipes and fittings, meters, separators, treaters, compressors, pumps, tools, valves, gauges and equipment and appurtenances of every sort and character now or hereafter placed on the properties described hereinabove in Parts I through IV of this Exhibit A, intending without particular enumeration thereof to include each, all and every item of personal property, and each, all and every item of property now or hereafter attached to the realty and situated on all or any part of the lands described and enumerated above, including oil in storage, not yet sold.

BROADHURST, BROOK, MANGHAM, HARDY & REED

ATTORNEYS AND COUNSELORS AT LAW
SUITE 1400, THE FIRST NATIONAL BANK TOWERS
636 JEFFERSON STREET
P. O. DRAWER 1970
LAFAYETTE, LOUISIANA 70502
(504) 233-6200

WILLIAM G. CONLEY

770 NORTH STREET
POST OFFICE BOX 3551
BATON ROUGE, LOUISIANA 70821
(504) 346-0600
—
SUITE 1100
1333 NEW HAMPSHIRE AVENUE N.W.
WASHINGTON, D.C. 20036
(202) 467-6474
—
SUITE 1920
FIRST CITY TOWER
1001 FANNIN STREET
HOUSTON, TEXAS 77002
(713) 650-1464

May 21, 1984

United States Department
of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
P. O. Box 7944
Metairie, Louisiana 70010

Attention: LE-3-1 Ms. Boehm

Re: Leases	OCS G 4703	OCS G 4749
	OCS G 5171	OCS G 4901
	OCS G 4723	OCS G 5047
	OCS G 4701	<u>OCS G 5052</u>
	OCS G 4734	OCS G 5044
	OCS G 5001	OCS G 5195
	OCS G 5953	OCS G 5496
	OCS G 5969	OCS G 5511
	OCS G 6060	OCS G 5646
	OCS G 6083	OCS G 5723

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MAY 21 2 36 PM '84
MINERALS MGMT. SERVICE
GULF OF MEXICO OCS REGION
METAIRIE, LOUISIANA

Gentlemen:

APC Operating Partnership and Norwest Bank Minneapolis, National Association, acting as Agent for and on behalf of certain Participants, have executed a Financing Statement which covers collateral relating to the twenty oil, gas and mineral leases referenced above.

To place third persons on notice as to the execution and efficacy of the aforementioned Financing Statement, please file one copy of this letter with an attached duplicate original of the Financing Statement in the files in your office relating to each of the captioned leases.

United States Department
of the Interior
Page 2
May 21, 1984

Please acknowledge that filing has been accomplished pursuant to this request by signing in the space provided on the xerox copies of this letter.

Very truly yours,

BROADHURST, BROOK,
MANGHAM, HARDY & REED

William G. Conly
William G. Conly /

WGC/mfm

Enclosures

Filing Accomplished

As Requested.

1984

FINANCING STATEMENT

1. Name and address of Debtor:

APC Operating Partnership
Foshay Tower
Minneapolis, Minnesota 55402

2. Name and address of Secured Party:

Norwest Bank Minneapolis, National Association
Eighth Street and Marquette Avenue
Minneapolis, Minnesota 55479
Attention: Corporate Trust Department

REC-11
MAY 21 2 16 PM '81
MINNEAPOLIS, MINN.
NATIONAL ASSOCIATION

as Agent for and acting on behalf of the Lenders referred to in that certain Loan Agreement dated as of April 1, 1984 by and among Apache Corporation, Secured Party and said Lenders.

3. This Financing Statement covers the following types (or items) of property:

All oil, gas or other minerals, inventory, accounts, instruments, documents, proceeds, monies, income, benefits, collections, products, rights earned or to be earned under contracts and the proceeds thereof and all general intangibles now or hereafter existing, including collateral of all types described above now owned or held and hereafter acquired or held by Debtor, in connection with, arising out of or related to those certain oil, gas or mineral leases, more fully described or identified in Exhibit A attached hereto and made a part hereof, in connection with acquiring, operating, maintaining and developing such leases, and in connection with or related to producing, treating, processing, marketing, handling and otherwise dealing in or with oil, gas or mineral production from or attributable to any of such leases or any of the land described therein or now or hereafter pooled therewith; and all interest of Debtor in, to or under, any and all machinery and equipment, including but not limited to platforms and well completion and production facilities, now owned or hereafter acquired, that is owned, held, used or operated in connection with, or is installed in or on, or otherwise related to, those certain oil, gas or mineral loans more fully described or identified in Exhibit A attached hereto and made a part hereof, together with the proceeds of any such machinery and equipment.

4. Products of collateral are also covered.

5. This Financing Statement is to be filed in the Real Property Records of _____ County, Texas.

DEBTOR:

APC OPERATING PARTNERSHIP

By Apache Corporation,
General Partner

By *G. C. Hann*
G. C. Hann
Vice President

THE STATE OF MINNESOTA §

COUNTY OF HENNEPIN §

BEFORE ME, the undersigned authority, on this day personally appeared G. C. Hann, Vice President of APACHE CORPORATION, a corporation, general partner of APC Operating 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of May, 1984.

Diane M. Vruno
Notary Public in and for
_____ County, _____

My Commission Expires:



EXHIBIT A
TO
FINANCING STATEMENT
EXECUTED BY
APC OPERATING PARTNERSHIP, AS DEBTOR,
WITH REFERENCE TO THAT CERTAIN
LOAN AGREEMENT, DATED AS OF APRIL 1, 1984,
BY AND AMONG APACHE CORPORATION,
THE LENDERS NAMED THEREIN, AND
NORWEST BANK MINNEAPOLIS, NATIONAL ASSOCIATION
AS AGENT FOR THE SAID LENDERS

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MINNEAPOLIS, MINN.
NORWEST BANK
NATIONAL ASSOCIATION

Whenever reference is hereinafter made to an instrument, such instrument shall be incorporated herein for purposes of further description.

Part I

All of Debtor's undivided interest and mineral leasehold estate in and to those certain Oil and Gas Leases of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by its authorized officer, to Shell Oil Company, Florida Exploration Company, Fluor Oil and Gas Corporation, Crown Central Petroleum Corporation and Apache Corporation, as Lessee, details of which Leases and of the submerged lands affected thereby being as follows:

1. Oil and Gas Lease #OCS-G 4734, effective September 1, 1981, affecting all of Block A-6, High Island Area, as shown on OCS Leasing Map, Texas Map No. 7.
2. Oil and Gas Lease #OCS-G 4703, effective September 1, 1981, affecting all of Block 681, Matagorda Island Area, as shown on OCS Leasing Map, Texas Map No. 4.
3. Oil and Gas Lease #OCS-G 4701, effective September 1, 1981, affecting all of Block 652, Matagorda Island Area, as shown on OCS Leasing Map, Texas Map No. 4.
4. Oil and Gas Lease #OCS-G 4723, effective September 1, 1981, affecting all of Block A-35, Galveston Area, as shown on OCS Leasing Map, Texas Map No. 6.
5. Oil and Gas Lease #OCS-G 4961, effective December 1, 1981, affecting all of Block 28, Main Pass Area, as shown on OCS Leasing Map, Louisiana Map No. 10.
6. Oil and Gas Lease #OCS-G 4749, effective September 1, 1981, affecting all of Block 94, West Cameron Area, as shown on OCS Leasing Map, Louisiana Map No. 1.

Without limiting the foregoing, Debtor warrants and represents that Apache Corporation and its affiliates own an undivided leasehold interest in the aforesaid Leases of 7.39645% and are entitled to a net revenue interest of 6.163667% of the production therefrom.

Part II

All of Debtor's undivided interest and mineral leasehold estate in and to those certain Oil and Gas Leases of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by its authorized officer, to Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation, Crown Central Petroleum Corporation and Apache Corporation, as Lessee, details of which Leases and of the submerged lands affected thereby being as follows:

1. Oil and Gas Lease #OCS-G 5171, effective January 1, 1983, affecting all of Block 682, Matagorda Island Area, as shown on OCS Leasing Map, Texas Map No. 4.
2. Oil and Gas Lease #OCS-G 5001, effective April 1, 1982, affecting all of Block 636, Matagorda Island Area, as shown on OCS Leasing Map, Texas Map No. 4.
3. Oil and Gas Lease #OCS-G 5044, effective April 1, 1982, affecting all of Block 259, Ship Shoal Area, South Addition, as shown on OCS Leasing Map, Louisiana Map No. 5A.
4. Oil and Gas Lease #OCS-G 5052, effective April 1, 1982, affecting all of Block 83, South Pass Area, South and East Addition, as shown on OCS Leasing Map, Louisiana Map No. 9A.
5. Oil and Gas Lease #OCS-G 5047, effective April 1, 1982, affecting all of Block 25, South Pelto Area, as shown on OCS Leasing Map, Louisiana Map No. 6.

Without limiting the foregoing, Debtor warrants and represents that Apache Corporation and its affiliates own an undivided leasehold interest of 7.39645% in the aforesaid Lease and are entitled to a net revenue interest of 6.163667% of the production therefrom.

Part III

All of Debtor's undivided interest and mineral leasehold estate in and to those certain Oil and Gas Leases of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by its authorized officer, to Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation and Apache Corporation, as Lessee, details of which Leases and of the submerged lands affected thereby being as follows:

1. Oil and Gas Lease #OCS-G 5195, effective January 1, 1983, affecting the NE1/4 NE1/4; E1/2 NW1/4 NE1/4; S1/2 NE1/4; E1/2 SE1/4 NW1/4; E1/2 NE1/4 SW1/4; S1/2 SW1/4; SE1/4 of Block 226, as shown on OCS Leasing Map, Vermilion Area, Louisiana Map No. 3.
2. Oil and Gas Lease #OCS-G 5723, effective July 1, 1983, affecting all of Block 231, Main Pass Area, South and East Addition, as shown on OCS Leasing Map, Louisiana Map No. 10A.
3. Oil and Gas Lease #OCS-G 5646, effective July 1, 1983, affecting all of Block 295, South Timbalier Area, South Addition, as shown on OCS Leasing Map, Louisiana Map No. 6A.
4. Oil and Gas Lease #OCS-G 5496, effective July 1, 1983, affecting all of Block 178, Eugene Island Area, as shown on OCS Leasing Map, Louisiana Map No. 4.
5. Oil and Gas Lease #OCS-G 5511, effective July 1, 1983, affecting all of Block 281, Eugene Island Area, South Addition, as shown on OCS Leasing Map, Louisiana Map No. 4A.
6. Oil and Gas Lease #OCS-G 5953, effective October 1, 1983, affecting all of Block 969, North Padre Island Area, as shown on OCS Leasing Map, Texas Map No. 2.
7. Oil and Gas Lease #OCS-G 5969, effective October 1, 1983, affecting all of Block A-30, North Padre Island Area, East Addition, as shown on OCS Leasing Map, Texas Map No. 2A.
8. Oil and Gas Lease #OCS-G 6060, effective October 1, 1983, affecting all of Block 397, Brazos Area, as shown on OCS Leasing Map, Texas Map No. 5.
9. Oil and Gas Lease #OCS-G 6083, effective October 1, 1983, affecting all of Block 608, Brazos Area, as shown on OCS Leasing Map, Texas Map No. 5.

Without limiting the foregoing, Debtor warrants and represents that Apache Corporation and its affiliates own an undivided leasehold interest of 8.33333% in the aforesaid Lease and are entitled to a net revenue interest of 6.94445% of the production therefrom.

Part IV

Without limiting the descriptions in Parts I through III above, there is expressly included in this Exhibit A all right, title and interest (including oil, gas and mineral leasehold interests, royalties, overriding royalties, net profits

interests, contract rights and reversionary interests) owned or held by Debtor or to which Debtor is entitled in or to any and all of the properties identified and described in Parts I through III above. References herein to said properties are without limitation as to depth, zone, formation or substance. There is also expressly included in this Exhibit A, all future interests and rights which Debtor may hereafter acquire or to which Debtor may become entitled in or to the submerged lands described in Parts I through III above.

Part V

Without limiting the descriptions in Parts I through IV above, there is expressly included in this Exhibit A all right, title and interest owned or held by Debtor or to which Debtor is entitled in and to any and all of the platforms, oil wells, gas wells, and oil and gas well supplies, machinery, derricks, buildings, flow lines, tanks, casings, Christmas trees, tubing, rods, pipes and fittings, meters, separators, treaters, compressors, pumps, tools, valves, gauges and equipment and appurtenances of every sort and character now or hereafter placed on the properties described hereinabove in Parts I through IV of this Exhibit A, intending without particular enumeration thereof to include each, all and every item of personal property, and each, all and every item of property now or hereafter attached to the realty and situated on all or any part of the lands described and enumerated above, including oil in storage, not yet sold.

BROADHURST, BROOK, MANGHAM, HARDY & REED

ATTORNEYS AND COUNSELORS AT LAW
SUITE 1400, THE FIRST NATIONAL BANK TOWERS
666 JEFFERSON STREET
P. O. DRAWER 2579
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(318) 233-6200

WILLIAM G. CONLEY

770 NORTH STREET
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BATON ROUGE, LOUISIANA 70821
(504) 346-0600
SUITE 1100
1333 NEW HAMPSHIRE AVENUE, N.W.
WASHINGTON, D.C. 20036
(202) 467-6474
SUITE 1920
EAST CITY TOWER
1001 FANNIN STREET
HOUSTON, TEXAS 77002
(713) 850-1464

May 21, 1984

United States Department
of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
P. O. Box 7944
Metairie, Louisiana 70010

Attention: LE-3-1 Ms. Boehm

Re: Leases OCS G 4703
OCS G 5171
OCS G 4723
OCS G 4701
OCS G 4734
OCS G 5001
OCS G 5953
OCS G 5969
OCS G 6060
OCS G 6083

OCS G 4703
OCS G 5171
OCS G 4723
OCS G 4701
OCS G 4734
OCS G 5001
OCS G 5953
OCS G 5969
OCS G 6060
OCS G 6083

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U.S. DEPT. OF THE INTERIOR
MINERALS MANAGEMENT SERVICE
GULF OF MEXICO OCS REGION
METAIRIE, LOUISIANA

Gentlemen:

Apache Corporation and Norwest Bank Minneapolis, National Association, acting as Agent for and on behalf of certain Participants, have executed a Financing Statement which covers collateral relating to the twenty oil, gas and mineral leases referenced above.

To place third persons on notice as to the execution and efficacy of the aforementioned Financing Statement, please file one copy of this letter with an attached duplicate original of the Financing Statement in the files in your office relating to each of the captioned leases.

United States Department
of the Interior
Page 2
May 21, 1984

Please acknowledge that filing has been accomplished
pursuant to this request by signing in the space provided on
the xerox copies of this letter.

Very truly yours,

BROADHURST, BROOK,
MANGHAM, HARDY & REED

William G. Conly
William G. Conly

WGC/mfm

Enclosures

Filing Accomplished

As Requested.

1984

FINANCING STATEMENT

1. Name and address of Debtor:

Apache Corporation
Foshay Tower
Minneapolis, Minnesota 55402

2. Name and address of Secured Party:

Norwest Bank Minneapolis, National Association
Eighth Street and Marquette Avenue
Minneapolis, Minnesota 55479
Attention: Corporate Trust Department

as Agent for and acting on behalf of the Lenders referred to in that certain Loan Agreement dated as of April 1, 1984 by and among Apache Corporation, Secured Party and said Lenders.

3. This Financing Statement covers the following types (or items) of property:

All oil, gas or other minerals, inventory, accounts, instruments, documents, proceeds, monies, income, benefits, collections, products, rights earned or to be earned under contracts and the proceeds thereof and all general intangibles now or hereafter existing, including collateral of all types described above now owned or held and hereafter acquired or held by Debtor, in connection with, arising out of or related to those certain oil, gas or mineral leases, more fully described or identified in Exhibit A attached hereto and made a part hereof, in connection with acquiring, operating, maintaining and developing such leases, and in connection with or related to producing, treating, processing, marketing, handling and otherwise dealing in or with oil, gas or mineral production from or attributable to any of such leases or any of the land described therein or now or hereafter pooled therewith; and all interest of Debtor in, to or under, any and all machinery and equipment, including but not limited to platforms and well completion and production facilities, now owned or hereafter acquired, that is owned, held, used or operated in connection with, or is installed in or on, or otherwise related to, those certain oil, gas or mineral leases more fully described or identified in Exhibit A attached hereto and made a part hereof, together with the proceeds of any such machinery and equipment.

4. Products of collateral are also covered.

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MAY 21 2 25 PM '84
MINNEAPOLIS, MINN.
CREDIT DEPARTMENT
NORWEST BANK

5. This Financing Statement is to be filed in the Real Property Records of _____ County, Texas.

DEBTOR:

APACHE CORPORATION

B, *G. C. Hann*
G. C. Hann Vice President

THE STATE OF MINNESOTA §

COUNTY OF HENNEPIN §

BEFORE ME, the undersigned authority, on this day personally appeared G. C. Hann, Vice President of APACHE CORPORATION, a 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 17th day of May, 1984.

Diane M. Vruno
Notary Public in and for
County, _____

My Commission Expires: _____



EXHIBIT A
"O"
FINANCIAL STATEMENT
EXECUTED BY
APACHE CORPORATION, AS DEBTOR,
WITH REFERENCE TO THAT CERTAIN
LOAN AGREEMENT, DATED AS OF APRIL 1, 1984,
BY AND AMONG APACHE CORPORATION,
THE LENDERS NAMED THEREIN, AND
NORWEST BANK MINNEAPOLIS, NATIONAL ASSOCIATION,
AS AGENT FOR THE SAID LENDERS

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MAY 21 2 05 PM '84
MINNEAPOLIS, MINN.
SOUTH OF MARKET STREET
MINNEAPOLIS, MINN.

Whenever reference is hereinafter made to an instrument, such instrument shall be incorporated herein for purposes of further description.

Part I

All of Debtor's undivided interest and mineral leasehold estate in and to those certain Oil and Gas Leases of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by its authorized officer, to Shell Oil Company, Florida Exploration Company, Fluor Oil and Gas Corporation, Crown Central Petroleum Corporation and Apache Corporation, as Lessee, details of which Leases and of the submerged lands affected thereby being as follows:

1. Oil and Gas Lease #OCS-G 4734, effective September 1, 1981, affecting all of Block A-6, High Island Area, as shown on OCS Leasing Map, Texas Map No. 7.
2. Oil and Gas Lease #OCS-G 4703, effective September 1, 1981, affecting all of Block 681, Matagorda Island Area, as shown on OCS Leasing Map, Texas Map No. 4.
3. Oil and Gas Lease #OCS-G 4701, effective September 1, 1981, affecting all of Block 652, Matagorda Island Area, as shown on OCS Leasing Map, Texas Map No. 4.
4. Oil and Gas Lease #OCS-G 4723, effective September 1, 1981, affecting all of Block A-35, Galveston Area, as shown on OCS Leasing Map, Texas Map No. 6.
5. Oil and Gas Lease #OCS-G 4901, effective December 1, 1981, affecting all of Block 28, Main Pass Area, as shown on OCS Leasing Map, Louisiana Map No. 10.
6. Oil and Gas Lease #OCS-G 4749, effective September 1, 1981, affecting all of Block 94, West Cameron Area, as shown on OCS Leasing Map, Louisiana Map No. 1.

Without limiting the foregoing, Debtor warrants and represents that Apache Corporation and its affiliates own an undivided leasehold interest in the aforesaid Leases of 7.39645% and are entitled to a net revenue interest of 6.163667% of the production therefrom.

Part II

All of Debtor's undivided interest and mineral leasehold estate in and to those certain Oil and Gas Leases of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by its authorized officer, to Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation, Crown Central Petroleum Corporation and Apache Corporation, as Lessee, details of which Leases and of the submerged lands affected thereby being as follows:

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2. Oil and Gas Lease #OCS-G 5001, effective April 1, 1982, affecting all of Block 636, Matagorda Island Area, as shown on OCS Leasing Map, Texas Map No. 4.
3. Oil and Gas Lease #OCS-G 5044, effective April 1, 1982, affecting all of Block 259, Ship Shoal Area, South Addition, as shown on OCS Leasing Map, Louisiana Map No. 5A.
4. Oil and Gas Lease #OCS-G 5052, effective April 1, 1982, affecting all of Block 83, South Pass Area, South and East Addition, as shown on OCS Leasing Map, Louisiana Map No. 9A.
5. Oil and Gas Lease #OCS-G 5047, effective April 1, 1982, affecting all of Block 25, South Pass Area, as shown on OCS Leasing Map, Louisiana Map No. 6.

Without limiting the foregoing, Debtor warrants and represents that Apache Corporation and its affiliates own an undivided leasehold interest of 7.39645% in the aforesaid Lease and are entitled to a net revenue interest of 6.163667% of the production therefrom.

Part III

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1. Oil and Gas Lease #OCS-G 5195, effective January 1, 1983, affecting the NE1/4 NE1/4; E1/2 NW1/4 NE1/4; S1/2 NE1/4; E1/2 SE1/4 NW1/4; E1/2 NE1/4 SW1/4; S1/2 SW1/4; SE1/4 of Block 226, as shown on OCS Leasing Map, Vermilion Area, Louisiana Map No. 3.
2. Oil and Gas Lease #OCS-G 5723, effective July 1, 1983, affecting all of Block 231, Main Pass Area, South and East Addition, as shown on OCS Leasing Map, Louisiana Map No. 10A.
3. Oil and Gas Lease #OCS-G 5646, effective July 1, 1983, affecting all of Block 295, South Timbalier Area, South Addition, as shown on OCS Leasing Map, Louisiana Map No. 6A.
4. Oil and Gas Lease #OCS-G 5496, effective July 1, 1983, affecting all of Block 178, Eugene Island Area, as shown on OCS Leasing Map, Louisiana Map No. 4.
5. Oil and Gas Lease #OCS-G 5511, effective July 1, 1983, affecting all of Block 281, Eugene Island Area, South Addition, as shown on OCS Leasing Map, Louisiana Map No. 4A.
6. Oil and Gas Lease #OCS-G 5953, effective October 1, 1983, affecting all of Block 969, North Padre Island Area, as shown on OCS Leasing Map, Texas Map No. 2.
7. Oil and Gas Lease #OCS-G 5969, effective October 1, 1983, affecting all of Block A-30, North Padre Island Area, East Addition, as shown on OCS Leasing Map, Texas Map No. 2A.
8. Oil and Gas Lease #OCS-G 6060, effective October 1, 1983, affecting all of Block 397, Brazos Area, as shown on OCS Leasing Map, Texas Map No. 5.
9. Oil and Gas Lease #OCS-G 6083, effective October 1, 1983, affecting all of Block 608, Brazos Area, as shown on OCS Leasing Map, Texas Map No. 5.

Without limiting the foregoing, Debtor warrants and represents that Apache Corporation and its affiliates own an undivided leasehold interest of 8.33333% in the aforesaid Lease and are entitled to a net revenue interest of 6.94445% of the production therefrom.

Part IV

Without limiting the descriptions in Parts I through III above, there is expressly included in this Exhibit A all right, title and interest (including oil, gas and mineral leasehold interests, royalties, overriding royalties, net profits

interests, contract rights and reversionary interests) owned or held by Debtor or to which Debtor is entitled in or to any and all of the properties identified and described in Parts I through III above. References herein to said properties are without limitation as to depth, zone, formation or substance. There is also expressly included in this Exhibit A, all future interests and rights which Debtor may hereafter acquire or to which Debtor may become entitled in or to the submerged lands described in Parts I through III above.

Part V

Without limiting the descriptions in Parts I through IV above, there is expressly included in this Exhibit A all right, title and interest owned or held by Debtor or to which Debtor is entitled in and to any and all of the platforms, oil wells, gas wells, and oil and gas well supplies, machinery, derricks, buildings, flow lines, tanks, casings, Christmas trees, tubing, rods, pipes and fittings, meters, separators, treaters, compressors, pumps, tools, valves, gauges and equipment and appurtenances of every sort and character now or hereafter placed on the properties described hereinabove in Parts I through IV of this Exhibit A, intending without particular enumeration thereof to include each, all and every item of personal property, and each, all and every item of property now or hereafter attached to the realty and situated on all or any part of the lands described and enumerated above, including oil in storage, not yet sold.

BROADHURST, BROOK, MANGHAM, HARDY & REED

ATTORNEYS AND COUNSELORS AT LAW

SUITE 1400 THE FIRST NATIONAL BANK TOWERS

1000 PETERSON STREET

PO BOX 7944

LAFAYETTE, LOUISIANA 70002

PHONE 383-1111

WILLIAM G. CONLY

100 NORTH STREET

POST OFFICE BOX 355

BATON ROUGE, LOUISIANA 70821

PHONE 348-0600

SUITE 110

1333 NEW HAMPSHIRE AVENUE NW

WASHINGTON, D.C. 20005

PHONE 461-6474

5270 520

May 21, 1984

United States Department
of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
P. O. Box 7944
Metairie, Louisiana 70010

Attention: LE-3-1 Ms. Boehm

Re: Leases	OCS G 4703	OCS G 4749
	OCS G 5171	OCS G 4901
	OCS G 4723	OCS G 5047
	OCS G 4701	<u>OCS G 5052</u>
	OCS G 4734	OCS G 5044
	OCS G 5001	OCS G 5195
	OCS G 5953	OCS G 5496
	OCS G 5969	OCS G 5511
	OCS G 6060	OCS G 5646
	OCS G 6083	OCS G 5723

Gentlemen:

Apache Offshore Petroleum Partnership and Norwest Bank
Minneapolis, National Association, acting as Agent for and on
behalf of certain Participants, have executed a Financing
Statement which covers collateral relating to the twenty oil,
gas and mineral leases referenced above.

To place third persons on notice as to the execution and
efficacy of the aforementioned Financing Statement, please file
one copy of this letter with an attached duplicate original of
the Financing Statement in the files in your office relating to
each of the captioned leases.

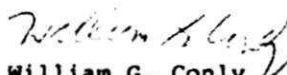
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U.S. DEPARTMENT OF THE INTERIOR
MINERALS MANAGEMENT SERVICE
GULF OF MEXICO OCS REGION
METAIRIE, LOUISIANA

United States Department
of the Interior
Page 2
May 21, 1984

Please acknowledge that filing has been accomplished pursuant to this request by signing in the space provided on the xerox copies of this letter.

Very truly yours,

BROADHURST, BROOK,
MANGHAM, HARDY & REED


William G. Conly

WGC/mfm

Enclosures

Filing Accomplished

As Requested.

1984

FINANCING STATEMENT

1. Name and address of Debtor:

Apache Offshore Petroleum Limited Partnership
Foshay Tower
Minneapolis, Minnesota 55402

2. Name and address of Secured Party:

Norwest Bank Minneapolis, National Association
Eighth Street and Marquette Avenue
Minneapolis, Minnesota 55479
Attention: Corporate Trust Department

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MINNEAPOLIS, MINN.
CREDIT DEPARTMENT

as Agent for and acting on behalf of the Lenders referred to in that certain Loan Agreement dated as of April 1, 1984 by and among Apache Corporation, Secured Party and said Lenders.

3. This Financing Statement covers the following types (or items) of property:

All oil, gas or other minerals, inventory, accounts, instruments, documents, proceeds, monies, income, benefits, collections, products, rights earned or to be earned under contracts and the proceeds thereof and all general intangibles now or hereafter existing, including collateral of all types described above now owned or held and hereafter acquired or held by Debtor, in connection with, arising out of or related to those certain oil, gas or mineral leases, more fully described or identified in Exhibit A attached hereto and made a part hereof, in connection with acquiring, operating, maintaining and developing such leases, and in connection with or related to producing, treating, processing, marketing, handling and otherwise dealing in or with oil, gas or mineral production from or attributable to any of such leases or any of the land described therein or now or hereafter pooled therewith; and all interest of Debtor in, to or under, any and all machinery and equipment, including but not limited to platforms and well completion and production facilities, now owned or hereafter acquired, that is owned, held, used or operated in connection with, or is installed in or on, or otherwise related to, those certain oil, gas or mineral leases more fully described or identified in Exhibit A attached hereto and made a part hereof, together with the proceeds of any such machinery and equipment.

4. Products of collateral are also covered.

5. This Financing Statement is to be filed in the Real Property Records of _____ County, Texas.

DEBTOR:

APACHE OFFSHORE PETROLEUM
LIMITED PARTNERSHIP

By Apache Corporation,
General Partner

By *G. C. Hann*
G. C. Hann Vice President

THE STATE OF MINNESOTA §

COUNTY OF HENNEPIN §

BEFORE ME, the undersigned authority, on this day personally appeared G. C. Hann, Vice President of APACHE CORPORATION, a corporation, general partner of Apache Offshore Petroleum Limited 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of May, 1984.

Diane M. Vruno
Notary Public in and for
County, _____

My Commission Expires: _____



EXHIBIT A
TO
FINANCING STATEMENT
EXECUTED BY
APACHE OFFSHORE PETROLEUM LIMITED PARTNERSHIP, AS DEBTOR,
WITH REFERENCE TO THAT CERTAIN
LOAN AGREEMENT, DATED AS OF APRIL 1, 1984,
BY AND AMONG APACHE CORPORATION,
THE LENDERS NAMED THEREIN, AND
NORWEST BANK MINNEAPOLIS, NATIONAL ASSOCIATION
AS AGENT FOR THE SAID LENDERS

RECEIVED
MAY 21 2 31 PM '84
GENERALS PLANNING & INVESTMENT
SOUTH OF THE GULF OF MEXICO
METairie, LOUISIANA

Whenever reference is hereinafter made to an instrument, such instrument shall be incorporated herein for purposes of further description.

Part I

All of Debtor's undivided interest and mineral leasehold estate in and to those certain Oil and Gas Leases of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by its authorized officer, to Shell Oil Company, Florida Exploration Company, Fluor Oil and Gas Corporation, Crown Central Petroleum Corporation and Apache Corporation, as Lessee, details of which Leases and of the submerged lands affected thereby being as follows:

1. Oil and Gas Lease #OCS-G 4734, effective September 1, 1981, affecting all of Block A-6, High Island Area, as shown on OCS Leasing Map, Texas Map No. 7.
2. Oil and Gas Lease #OCS-G 4703, effective September 1, 1981, affecting all of Block 681, Matagorda Island Area, as shown on OCS Leasing Map, Texas Map No. 4.
3. Oil and Gas Lease #OCS-G 4701, effective September 1, 1981, affecting all of Block 652, Matagorda Island Area, as shown on OCS Leasing Map, Texas Map No. 4.
4. Oil and Gas Lease #OCS-G 4723, effective September 1, 1981, affecting all of Block A-35, Galveston Area, as shown on OCS Leasing Map, Texas Map No. 6.
5. Oil and Gas Lease #OCS-G 4901, effective December 1, 1981, affecting all of Block 28, Main Pass Area, as shown on OCS Leasing Map, Louisiana Map No. 10.
6. Oil and Gas Lease #OCS-G 4749, effective September 1, 1981, affecting all of Block 94, West Cameron Area, as shown on OCS Leasing Map, Louisiana Map No. 1.

Without limiting the foregoing, Debtor warrants and represents that Apache Corporation and its affiliates own an undivided leasehold interest in the aforesaid Leases of 7.39645% and are entitled to a net revenue interest of 6.163667% of the production therefrom.

Part II

All of Debtor's undivided interest and mineral leasehold estate in and to those certain Oil and Gas Leases of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by its authorized officer, to Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation, Crown Central Petroleum Corporation and Apache Corporation, as Lessee, details of which Leases and of the submerged lands affected thereby being as follows:

1. Oil and Gas Lease #OCS-G 5171, effective January 1, 1983, affecting all of Block 682, Matagorda Island Area, as shown on OCS Leasing Map, Texas Map No. 4.
2. Oil and Gas Lease #OCS-G 5001, effective April 1, 1982, affecting all of Block 636, Matagorda Island Area, as shown on OCS Leasing Map, Texas Map No. 4.
3. Oil and Gas Lease #OCS-G 5044, effective April 1, 1982, affecting all of Block 259, Ship Shoal Area, South Addition, as shown on OCS Leasing Map, Louisiana Map No. 5A.
4. Oil and Gas Lease #OCS-G 5052, effective April 1, 1982, affecting all of Block 83, South Pass Area, South and East Addition, as shown on OCS Leasing Map, Louisiana Map No. 9A.
5. Oil and Gas Lease #OCS-G 5047, effective April 1, 1982, affecting all of Block 25, South Pelto Area, as shown on OCS Leasing Map, Louisiana Map No. 6.

Without limiting the foregoing, Debtor warrants and represents that Apache Corporation and its affiliates own an undivided leasehold interest of 7.39645% in the aforesaid Lease and are entitled to a net revenue interest of 6.163667% of the production therefrom.

Part III

All of Debtor's undivided interest and mineral leasehold estate in and to those certain Oil and Gas Leases of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by its authorized officer, to Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation and Apache Corporation, as Lessee, details of which Leases and of the submerged lands affected thereby being as follows:

1. Oil and Gas Lease #OCS-G 5195, effective January 1, 1983, affecting the NE1/4 NE1/4; E1/2 NW1/4 NE1/4; S1/2 NE1/4; E1/2 NW1/4 NW1/4; E1/2 NE1/4 SW1/4; S1/2 SW1/4; SE1/4 of Block 231, as shown on OCS Leasing Map, Vermilion Area, Louisiana Map No. 3.
2. Oil and Gas Lease #OCS-G 5723, effective July 1, 1983, affecting all of Block 231, Main Pass Area, South and East Addition, as shown on OCS Leasing Map, Louisiana Map No. 10A.
3. Oil and Gas Lease #OCS-G 5646, effective July 1, 1983, affecting all of Block 295, South Timbalier Area, South Addition, as shown on OCS Leasing Map, Louisiana Map No. 6A.
4. Oil and Gas Lease #OCS-G 5496, effective July 1, 1983, affecting all of Block 178, Eugene Island Area, as shown on OCS Leasing Map, Louisiana Map No. 4.
5. Oil and Gas Lease #OCS-G 5511, effective July 1, 1983, affecting all of Block 281, Eugene Island Area, South Addition, as shown on OCS Leasing Map, Louisiana Map No. 4A.
6. Oil and Gas Lease #OCS-G 5953, effective October 1, 1983, affecting all of Block 969, North Padre Island Area, as shown on OCS Leasing Map, Texas Map No. 2.
7. Oil and Gas Lease #OCS-G 5969, effective October 1, 1983, affecting all of Block A-30, North Padre Island Area, East Addition, as shown on OCS Leasing Map, Texas Map No. 2A.
8. Oil and Gas Lease #OCS-G 6068, effective October 1, 1983, affecting all of Block 397, Brazos Area, as shown on OCS Leasing Map, Texas Map No. 5.
9. Oil and Gas Lease #OCS-G 6083, effective October 1, 1983, affecting all of Block 408, Brazos Area, as shown on OCS Leasing Map, Texas Map No. 5.

Without limiting the foregoing, Debtor warrants and represents that Apache Corporation and its affiliates own an undivided leasehold interest of 8.33333% in the aforesaid Lease and are entitled to a net revenue interest of 6.94445% of the production therefrom.

Part IV

Without limiting the descriptions in Parts I through III above, there is expressly included in this Exhibit A all right, title and interest (including oil, gas and mineral leasehold interests, royalties, overriding royalties, net profits

interests, contract rights and reversionary interests) owned or held by Debtor or to which Debtor is entitled in or to any and all of the properties identified and described in Parts I through III above. References herein to said properties are without limitation as to depth, zone, formation or substance. There is also expressly included in this Exhibit A, all future interests and rights which Debtor may hereafter acquire or to which Debtor may become entitled in or to the submerged lands described in Parts I through III above.

Part V

Without limiting the descriptions in Parts I through IV above, there is expressly included in this Exhibit A all right, title and interest owned or held by Debtor or to which Debtor is entitled in and to any and all of the platforms, oil wells, gas wells, and oil and gas well supplies, machinery, derricks, buildings, flow lines, tanks, casings, Christmas trees, tubing, rods, pipes and fittings, meters, separators, treaters, compressors, pumps, tools, valves, gauges and equipment and appurtenances of every sort and character now or hereafter placed on the properties described hereinabove in Parts I through IV of this Exhibit A, intending without particular enumeration thereof to include each, all and every item of personal property, and each, all and every item of property now or hereafter attached to the realty and situated on all or any part of the lands described and enumerated above, including oil in storage, not yet sold.

BROADHURST, BROOK, MANCHAM, HARDY & REED

ATTORNEYS AND COUNSELORS AT LAW
SUITE 1400, THE FIRST NATIONAL BANK TOWERS
665 JEFFERSON STREET
P. O. DRAWER 2870
LAFAYETTE, LOUISIANA 70502
(504) 233-6200

WILLIAM G. CONLEY

770 NORTH STREET
POST OFFICE BOX 355
BATON ROUGE, LOUISIANA 70821
(504) 348-0800

SUITE 1110
1333 NEW HAMPSHIRE AVENUE, N.W.
WASHINGTON, D.C. 20036
(202) 467-8474

SUITE 1920
FIRST CITY TOWER
1001 FANNIN STREET
HOUSTON, TEXAS 77002
(713) 850-4664

May 24, 1984

United States Department
of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
P. O. Box 7944
Metairie, Louisiana 70010

Attention: LE-3-1 Mr. Boehm

Re: Leases OCS G 4749
OCS G 4901
OCS G 5047
OCS G 5052
OCS G 5044
OCS G 5195
OCS G 5496
OCS G 5511
OCS G 5646
OCS G 5723

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MINERALS MANAGEMENT SERVICE
GULF OF MEXICO OCS REGION
METAIRIE, LOUISIANA

Gentlemen:

Apache Corporation, APC Operating Partnership, Apache Offshore Petroleum Limited Partnership and Norwest Bank Minneapolis, National Association, acting as Agent for and on behalf of certain Participants, have executed a First Supplement to Pledge Agreement which covers collateral relating to the ten oil, gas and mineral leases referenced above.

To place third persons on notice as to the execution and efficacy of the aforementioned First Supplement to Pledge Agreement, please file one copy of this letter with an attached duplicate original of the First Supplement to Pledge Agreement in the files in your office relating to each of the captioned leases.

United States Department
of the Interior
Page 2
May 24, 1984

Please acknowledge that filing has been accomplished
pursuant to this request by signing in the space provided on
the xerox copies of this letter.

Very truly yours,

BROADHURST, BROOK,
MANGHAM, HARDY & REED


William G. Conly

WGC/mfm

Enclosures

Filing Accomplished

As Requested.

1984

5/23/84

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NATIONAL ASSOCIATION
OF BANKS

FIRST SUPPLEMENT TO
PLEDGE AGREEMENT

THIS FIRST SUPPLEMENT TO PLEDGE AGREEMENT is dated of May 23, 1984, and is made by Apache Corporation, a Delaware corporation (the "Company"), APC Operating Partnership, a Texas limited partnership ("Operating") and Apache Offshore Petroleum Limited Partnership, a Delaware limited partnership ("Offshore") (the Company, Operating and Offshore being collectively referred to as the "Apache Group") whose addressees are Foshay Tower, Minneapolis, Minnesota 55402, to Norwest Bank Minneapolis, National Association, a national banking association whose address is Eighth Street and Marquette Avenue, Minneapolis, Minnesota 55479, and its successors and assigns under the Agency Agreement and the Servicing Agreements referred to below (the "Agent"), as agent for and acting on behalf of those lenders named on Exhibit A hereto, who are the Lenders named in the Loan Agreement referred to below, and any other Lenders subsequently identified to this Pledge Agreement (the "Lenders"), and all Persons who shall from time to time be holders of any of the Notes of the Company outstanding under the Loan Agreement referred to below (the Lenders and such other Persons being referred to collectively herein as the "Secured Parties"):

WITNESSETH THAT:

WHEREAS, the Company, Agent and the Lenders have heretofore entered into a Loan Agreement dated as of April 1, 1984, (as it may from time to time be amended, modified or supplemented, the "Loan Agreement"), setting forth the terms and conditions of certain Loans and Optional Loans which may be made by the Participants to the Company to be evidenced by Notes as more fully described therein;

WHEREAS, as a condition precedent to the Initial Loan under the Loan Agreement, the Company executed a Pledge Agreement dated as of April 1, 1984, made by Company in favor of Agent as security for Obligations to Secured Parties ("Pledge Agreement") and pledged Collateral more fully described in the Pledge Agreement; and

WHEREAS, the Pledge Agreement has been recorded in the offices of the Clerks of Court of Cameron, Iberia, La Fourche, Plaquemines, St. Bernard, St. Mary, Terrebonne, and Vermilion Parishes, Louisiana as shown on Schedule I, attached hereto and made a part hereof for all purposes, and in the United States Department of the Interior Minerals Management Service Gulf of Mexico OCS Region, Metairie, Louisiana, in the files maintained for the leases shown on Schedule II, attached hereto and made a part hereof for all purposes; and

WHEREAS, the parties desire to correct certain provisions of the Pledge Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Exhibit A attached hereto shall be Exhibit A to the Pledge Agreement.
2. Exhibit B attached hereto shall be Exhibit B to the Pledge Agreement.
3. Exhibit C attached hereto shall be Exhibit C to the Pledge Agreement.
4. Exhibit A attached to the Pledge Agreement is superceded and is of no further force or effect.


Company and Agent authorize and direct the Clerks of Court for the Parishes of Cameron, Iberia, La Fourche, Plaquemines, St. Bernard, St. Mary, Terrebonne, and Verrillion, Louisiana, to note in the margin of the inscription of the Pledge Agreement in their records, the execution of this Supplement.

IN WITNESS WHEREOF, the Apache Group and the Agent have caused this Agreement to be executed and delivered by their proper and authorized officers as of the day and year first above written.

APACHE CORPORATION

By 
Its Vice President

NORWEST BANK MINNEAPOLIS,
NATIONAL ASSOCIATION,
As Agent

By 
Its Vice President

APC OPERATING PARTNERSHIP

By Apache Corporation,
general partner

By 
Its Vice President

APACHE OFFSHORE PETROLEUM
LIMITED PARTNERSHIP

By Apache Corporation,
general partner

By *G. C. Hann*
Its Vice President

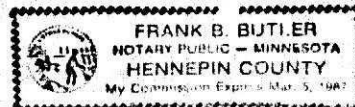
STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 23rd day of May, 1984, before me appeared G. C. Hann, to me personally known, who, being by me duly sworn, did say that he is the Vice President of APACHE CORPORATION and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

Susan M. Hallock
Frank B. Butler

Frank B. Butler
NOTARY PUBLIC

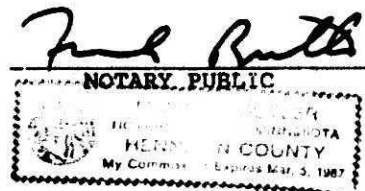


STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 23rd day of May, 1984, before me appeared G. C. Hann, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Apache Corporation, the general partner of APC OPERATING PARTNERSHIP, a Texas limited partnership, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

Susan M. Veltke
Frank B. Butler

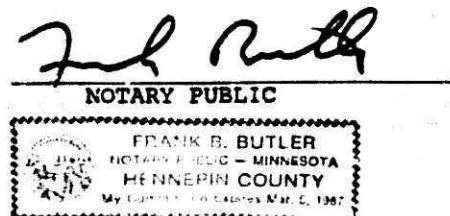


STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 23rd day of May, 1984, before me appeared G. C. Hann, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Apache Corporation, the general partner of APACHE OFFSHORE PETROLEUM LIMITED PARTNERSHIP, a Delaware limited partnership, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

Susan M. Veltke
Frank B. Butler



) ss.

WITNESSES:

Paul R. Smith
NOTARY PUBLIC



SCHEDULE I

CAMERON PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 121, File Number 188509

IBERIA PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 468, Entry No. 84-4655

LAFOURCHE PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 446, Entry No. 606399

PLAQUEMINES PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 140, Folio 627

ST. BERNARD PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 268, Entry No. 202979

ST. MARY PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 438, Entry No. 163324

TERREBONNE PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 644, Entry No. 733087

VERMILION PARISH, LOUISIANA

Pledge Agreement: Mortgage Book Entry No. 8405895

Schedule II

The files maintained by the United States Department of the Interior Minerals Management Service Gulf of Mexico OCS Region, Metairie, Louisiana with reference to the following leases:

Leases	OCS-G 4749
	OCS-G 4901
	OCS-G 5044
	OCS-G 5047
	OCS-G 5052
	OCS-G 5195
	OCS-G 5496
	OCS-G 5511
	OCS-G 5646
	OCS-G 5723

EXHIBIT A
TO
FIRST SUPPLEMENT TO
PLEDGE AGREEMENT
FROM
APACHE CORPORATION, APC OPERATING PARTNERSHIP AND
APACHE OFFSHORE PETROLEUM LIMITED PARTNERSHIP, THE "APACHE GROUP"
TO
NORWEST BANK MINNEAPOLIS, NATIONAL ASSOCIATION,
AS "AGENT" FOR AND ACTING ON BEHALF OF
THE LENDERS REFERRED TO THEREIN

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MAY 25 9 48 AM '84
MINNEAPOLIS, MN
DEPT. OF REVENUE
RETAINABLE

Central Life Assurance Company
611 Fifth Avenue
Des Moines, IA 50306

Chase Manhattan Bank,
as directed trustee for
Retirement Fund Account
No. P92104
1211 Avenue of the Americas
33rd Floor
New York, NY 10036

Lutheran Brotherhood
625 Fourth Avenue South
Minneapolis, MN 55415

Minnesota State Investment Board
55 East Sherburne Avenue
St. Paul, MN 55155

Mutual Service Life Insurance
Company
2 Pine Tree Drive
Arden Hills, MN 55112

National Bank of Detroit,
as trustee for The Dow
Chemical Company Employees'
Retirement Plan Trust
611 Woodward
Midland, MI 48232

New York Life Insurance Company
51 Madison Avenue
New York, NY 10010
Attention: Investment Department,
Room 203

Pioneer Mutual Life Insurance
Company
203 North Tenth Street
P.O. Box 2546
Fargo, ND 58108

Security Benefit Life Insurance
Company
700 Harrison
Topeka, KS 66636

Teachers Insurance and Annuity
Association of America
730 Third Avenue
New York, NY 10017
Attention: Securities Division

The American Lutheran Church
422 South Fifth Street
Minneapolis, MN 55415

Western States Life Insurance
Company
P.O. Box 2907
Fargo, ND 58108

EXHIBIT B
TO
FIRST SUPPLEMENT TO
PLEDGE AGREEMENT

FROM
APACHE CORPORATION, APC OPERATING PARTNERSHIP AND
APACHE OFFSHORE PETROLEUM LIMITED PARTNERSHIP, THE "APACHE GROUP"
TO
NORWEST BANK MINNEAPOLIS, NATIONAL ASSOCIATION
AS "AGENT" FOR AND ACTING ON BEHALF OF
THE LENDERS REFERRED TO HEREIN

RECEIVED
MAY 5 9 49 AM '84
NORWEST BANK MINNEAPOLIS
NATIONAL ASSOCIATION
1000 W. WASHINGTON
MINNEAPOLIS, MINN. 55402

Wherever reference is hereinafter made to an instrument, such instrument shall be incorporated herein for purposes of further description.

Part I

All of the Apache Group's undivided interest and mineral leasehold estate in and to those certain Oil and Gas Leases of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by its authorized officer, to Shell Oil Company, Florida Exploration Company, Fluor Oil and Gas Corporation, Crown Central Petroleum Corporation and Apache Corporation, as Lessee, details of which Leases and of the submerged lands affected thereby being as follows:

1. Oil and Gas Lease #OCS-G 4901, effective December 1, 1981, affecting all of Block 28, Main Pass Area, as shown on OCS Leasing Map, Louisiana Map No. 10.
2. Oil and Gas Lease #OCS-G 4749, effective September 1, 1981, affecting all of Block 94, West Cameron Area, as shown on OCS Leasing Map, Louisiana Map No. 1.

Without limiting the foregoing, the Apache Group warrants and represents that Apache Corporation and its affiliates own an undivided leasehold interest in the aforesaid Leases of 7.39645% and are entitled to a net revenue interest of 6.13667% of the production therefrom.

Part II

All of the Apache Group's undivided interest and mineral leasehold estate in and to those certain Oil and Gas Leases of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by its authorized officer, to Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation,

Crown Central Petroleum Corporation and Apache Corporation, as Lessee, details of which Leases and of the submerged lands affected thereby being as follows:

1. Oil and Gas Lease #OCS-G 5044, effective April 1, 1982, affecting all of Block 259, Ship Shoal Area, South Addition, as shown on OCS Leasing Map, Louisiana Map No. 5A.
2. Oil and Gas Lease #OCS-G 5052, effective April 1, 1982, affecting all of Block 83, South Pass Area, South and East Addition, as shown on OCS Leasing Map, Louisiana Map No. 9A.
3. Oil and Gas Lease #OCS-G 5047, effective April 1, 1982, affecting all of Block 25, South Pelto Area, as shown on OCS Leasing Map, Louisiana Map No. 6.

Without limiting the foregoing, the Apache Group warrants and represents that Apache Corporation and its affiliates own an undivided leasehold interest of 7.39045% in the aforesaid lease and are entitled to a net revenue interest of 6.163667% of the production therefrom.

Part III

All of the Apache Group's undivided interest and mineral leasehold estate in and to those certain Oil and Gas Leases of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by its authorized officer, to Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation and Apache Corporation, as Lessee, details of which Leases and of the submerged lands affected thereby being as follows.

1. Oil and Gas Lease #OCS-G 5195, effective January 1, 1983, affecting the NE1/4 NE1/4; E1/2 NW1/4 NE1/4; S1/2 NE1/4; E1/2 SE1/4 NW1/4; E1/2 NE1/4 SW1/4; S1/2 SW1/4; SE1/4 of Block 226, as shown on OCS Leasing Map, Vermilion Area, Louisiana Map No. 3.
2. Oil and Gas Lease #OCS-G 5723, effective July 1, 1983, affecting all of Block 231, Main Pass Area, South and East Addition, as shown on OCS Leasing Map, Louisiana Map No. 10A.
3. Oil and Gas Lease #OCS-G 5646, effective July 1, 1983, affecting all of Block 295, South Timbalier Area, South Addition, as shown on OCS Leasing Map, Louisiana Map No. 6A.
4. Oil and Gas Lease #OCS-G 5496, effective July 1, 1983, affecting all of Block 178, Eugene Island Area, as shown on OCS Leasing Map, Louisiana Map No. 4.

5. Oil and Gas Lease #OCS-5511, effective July 1, 1983, affecting all of Block 11, Eugene Island Area, South Addition, as shown on OCS Leasing Map, Louisiana Map No. 4A.

Without limiting the foregoing, the Apache Group warrants and represents that Apache Corporation and its affiliates own an undivided leasehold interest of 8.3333% in the aforesaid Lease and are entitled to a net revenue interest of 6.94445% of the production therefrom.

Part IV

Without limiting the descriptions in Parts I through III above, there is expressly included in this Exhibit A all right, title and interest (including oil, gas and mineral leasehold interests, royalties, overriding royalties, net profits interests, contract rights and reversionary interests) owned or held by any of the Apache Group or to which any of the Apache Group is entitled in or to any and all of the properties identified and described in Parts I through III above. References herein to said properties are without limitation as to depth, zone, formation or substance. There is also expressly included in this Exhibit A, all future interests and rights which any of the Apache Group may hereafter acquire or to which any of the Apache Group may become entitled in or to the submerged lands described in Parts I through III above.

Part V

Without limiting the descriptions in Parts I through IV above, there is expressly included in this Exhibit A all right, title and interest owned or held by any of the Apache Group or to which any of the Apache Group is entitled in and to any and all of the platforms, oil wells, gas wells, and oil and gas well supplies, machinery, derricks, buildings, flow lines, tanks, casings, Christmas trees, tubing, rods, pipes and fittings, meters, separators, treaters, compressors, pumps, tools, valves, gauges and equipment and appurtenances of every sort and character now or hereafter placed on the properties described hereinabove in Parts I through IV of this Exhibit A, intending without particular enumeration thereof to include each, all and every item of personal property, and each, all and every item of property now or hereafter attached to the realty and situated on all or any part of the lands described and enumerated above, including oil in storage, not yet sold.

EXHIBIT C
TO
FIRST SUPPLEMENT TO
PLEDGE AGREEMENT
FROM
APACHE CORPORATION, APC OPERATING PARTNERSHIP AND
APACHE OFFSHORE PETROLEUM LIMITED PARTNERSHIP, THE "APACHE GROUP,"
TO
NORWEST BANK MINNEAPOLIS, NATIONAL ASSOCIATION,
AS "AGENT" FOR AND ACTING ON BEHALF OF
THE LENDERS REFERRED TO THEREIN

NONE

BROADHURST, BROOK, MANGHAM, HARDY & REED

ATTORNEYS AND COUNSELORS AT LAW

SUITE 1200 THE FIRST NATIONAL BANK TOWERS

100 JEFFERSON STREET

P. O. DRAWER 2670

LAFAYETTE, LOUISIANA 70502

LEAD 217-0007

770 NORTH STREET
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1001 FANNIN STREET
HOUSTON, TEXAS 77002
(713) 650-1454

SUITE 7018
400 Poythas Street
NEW ORLEANS, LOUISIANA 70130
(504) 588-0541

WILLIAM C. BROADHURST
JACK PIERCE BROOK
MICHAEL R. MANGHAM
GEORGE W. HARDY III
OSCAR E. REED, JR.
WILLIAM F. BAILEY
DONALD JAMES LABAUVE
MARGARET MARGARET REED
JOHN R. SCHURP
DONS S. KITH
EMIL C. KULEN II
SHIRLEY S. MILLER
ROBERT L. BUIE
WILLIAM G. COHEN
CHARLES R. MINYAN
MICHAEL G. COLESBEE
QUINCY THOMAS WINTON, JR.
WALLACE J. HENDERSON
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WAYNE A. SHULLAR
MICHAEL J. O'SHEE
J. KENTON PARSONS
MICHEL F. BERTUCCI
JAMES LOWELL LANDRY, JR.
VICTORIA BRODIE RALPH
RICHARD B. WILKINS, JR.
LOUIS R. DAVIS

PAUL MICHAEL CULLEN
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SAMUEL E. MASUR
PAUL T. GALLUPHER
MARTIN G. JARROU
JOHN J. BRASHER, JR.
ELIZABETH J. MEACHAM
CHRISTIE A. MARCK
JOHN F. NIMMER
JOHN R. MILLER
MICHAEL A. TOMLIN, JR.
DOUGLAS F. PROCTOR
RANDALL A. RAE
DAVID A. ARMOND
WILLIAM M. HUDSON III
M. STEVE SMITH
WILLIAM D. HARRISLAND, JR.
JAN L. WHITEHEAD
CHRISTOPHER D. MATCHETT
MARY FUCHS MORGAN
JANICE M. HORTON
RICHARD E. ST. SANTORA
KATHLEEN S. HARRÉ

*NOT ADMITTED IN LOUISIANA

October 18, 1984

United States Department
of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
P. O. Box 7944
Metairie, Louisiana 70010

Attention: LE-3-1 Ms. Boehm

Re: Leases	OCS G 4749	OCS G 5557
	OCS G 4762	OCS G 5560
	OCS G 4763	OCS G 5597
	OCS G 4900	OCS G 5598
	OCS G 4901	OCS G 5622
	OCS G 5008	OCS G 5646
	OCS G 5044	OCS G 5700
	OCS G 5047	OCS G 5718
	OCS G 5052	OCS G 5719
	OCS G 5195	OCS G 5720
	OCS G 5278	OCS G 5722
	OCS G 5294	OCS G 5723
	OCS G 5315	OCS G 5724
	OCS G 5328	OCS G 5728
	OCS G 5359	OCS G 5729
	OCS G 5408	OCS G 6822
	OCS G 5496	OCS G 6823
	OCS G 5511	OCS G 6824

RECEIVED
OCT 18 1984
FEDERAL RESERVE BANK
NEW ORLEANS, LOUISIANA

Gentlemen:

Wache Corporation and Bank of America National Trust and Savings Association, acting as Agent for and on behalf of certain Participants, have executed a Third Supplement to Pledge Agreement which covers collateral relating to the thirty^{five}-six oil, gas and mineral leases referenced above.

To place third persons on notice as to the execution and efficacy of the aforementioned Third Supplement to Pledge Agreement, please file one copy of this letter with an attached duplicate original of the Third Supplement to Pledge Agreement in the files in your office relating to each of the captioned leases.

Please acknowledge that filing has been accomplished pursuant to this request by signing in the space provided on the xerox copies of this letter.

Very truly yours,

BROADHURST, BROOK,
MANGHAM, HARDY & REED

William G. Conly
William G. Conly

Enclosures

Filing Accomplished

As Requested.

Ruby L. Bachman

OCT 10

1984.

196/WGC

Oct 17 1984

THIRD SUPPLEMENT TO PLEDGE AGREEMENT

This Third Supplement to Pledge Agreement dated as of September 1, 1984, made by Apache Corporation, a corporation organized and existing under the laws of the State of Delaware (the "Company"), whose address is Foshay Tower, Minneapolis, Minnesota 55402, and Bank of America National Trust and Savings Association, a national banking association whose address is 555 California Street, San Francisco, California 94104, and its successors and assigns under the Servicing and Agency Agreement referred to in the Pledge Agreement as defined below ("Agent"), as Agent for and acting on behalf of Bank of America National Trust and Savings Association, as Trustee for Trust Numbers 10330-0 and 15689-0, Mellon Bank, N.A., as Trustee for Trust Numbers 179953 and 179954, and Chase Manhattan Bank, N.A., as Trustee for Trust Number IBM-P-92104, participants named in the Loan Agreement referred to below ("Participants"), and to all Persons who from time to time hold any of the Notes of the Company outstanding under the Loan Agreement (the Participants and such other Persons being referred to collectively herein as "Secured Parties"):

W I T N E S S E T H:

WHEREAS, the Company, Agent and Participants have heretofore entered into a Loan Agreement dated as of March 19, 1982 (as it may from time to time be amended, modified or supplemented, the "Loan Agreement"), setting forth the terms and conditions of certain Loans and Optional Loans which may be made by Participants to the Company and are to be evidenced by Notes as more fully described therein; and

WHEREAS, as a condition precedent to the Initial Loan under the Loan Agreement, the Company executed a Pledge Agreement dated as of March 19, 1982 made by the Company in favor of Agent as security for Obligations to Secured Parties (the "Pledge Agreement") and pledged Collateral more fully described in the Pledge Agreement; and

WHEREAS, pursuant to the terms and provisions of the Pledge Agreement, the Company executed a First Supplement to Pledge Agreement dated as of January 3, 1983 made by the Company in favor of Agent as security for additional Obligations to Secured Parties (the "First Supplement") and pledged additional Collateral more fully described in the First Supplement; and

WHEREAS, pursuant to the terms and provisions of the Pledge Agreement, the Company executed a Second

Supplement to Pledge Agreement dated as of July 1, 1983, made by the Company in favor of Agent as security for additional Obligations to Secured Parties (the "Second Supplement") and pledged additional Collateral more fully described in the Second Supplement; and

WHEREAS, the Pledge Agreement and the First Supplement have been recorded in the offices of the Clerks of Court of Cameron, Iberia, Lafourche, Plaquemines, St. Bernard, St. Mary, Terrebonne and Vermilion Parishes, Louisiana, as shown on Schedule I attached hereto and made a part hereof for all purposes, the Second Supplement has been recorded in the offices of the Clerks of Court of Cameron, Iberia, Lafourche, Plaquemines, St. Bernard, St. Mary, Terrebonne and Vermilion Parishes, Louisiana, as shown on Schedule II attached hereto and made a part hereof for all purposes, and the Pledge Agreement, the First Supplement, and the Second Supplement have been filed in the United States Department of the Interior Minerals Management Service, Gulf of Mexico OCS Region, Metairie, Louisiana, in the files maintained for the leases shown on Schedule III attached hereto and made a part hereof for all purposes; and

WHEREAS, pursuant to the terms and provisions of the Pledge Agreement, the Company has agreed to execute and deliver any and all additional instruments as may be requested by Agent to identify any additional Collateral which is subject to the Pledge Agreement and intended to be included therein pursuant to the Pledge Agreement and the Loan Agreement, including, without limitation, items of after-acquired Collateral; and

WHEREAS, Participants are advancing funds to the Company incident to an Acreage Closing under the Loan Agreement and Agent has requested the Company to execute this Third Supplement to Pledge Agreement for the purpose of identifying additional Financed Leasehold Interests forming a portion of the Collateral;

NOW, THEREFORE, in consideration of the premises and in order to induce Participants to advance a portion of the Loans provided for under the Loan Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. As used in this Third Supplement terms defined shall have the meanings given them in the Pledge Agreement when used herein, unless such terms are otherwise defined herein.

2. Description of Additional Collateral. As collateral security for the prompt and complete payment and performance when due of all the Obligations up to a maximum amount or limit of \$800,000,000.00 and in order to induce Participants to advance a portion of the Loans to the Company in accordance with the terms of the Loan Agreement, the Company hereby pledges to Secured Parties, acting by and through Agent subject to the terms, conditions and provisions of the Pledge Agreement, an undivided percentage equal to the Collateral Interest in and to the Collateral arising from or relating to the additional Financed Leasehold Interests described in Exhibit A attached hereto and made a part hereof for all purposes (the "Additional Collateral"), and the Company and Agent hereby amend the Pledge Agreement by adding the additional Financed Leasehold Interests described in Exhibit A attached hereto, to the Financed Leasehold Interests described in Exhibit A attached to the Pledge Agreement as if Exhibit A attached hereto had been attached to the Pledge Agreement at the time of its execution and delivery.

3. Ratification and Continuation. The Pledge Agreement, together with the Additional Collateral and additional Financed Leasehold Interests which are subject thereto and included therein pursuant to the First Supplement, the Second Supplement, and this Third Supplement, is hereby ratified and confirmed as being in full force and effect for all purposes in accordance with the terms and conditions therein set forth, and all representations, warranties and covenants made by the Company therein shall extend to and encompass the Additional Collateral and additional Financed Leasehold Interests for all intents and purposes as if the same were originally a portion of the Collateral and Financed Leasehold Interests specifically described and set forth in the Pledge Agreement or in Exhibit A thereto.

The Company and Agent authorize and direct the Clerks of Court for the Parishes of Cameron, Iberia, LaFourche, Plaquemines, St. Bernard, St. Mary, Terrebonne and Vermilion, Louisiana, to note in the margin of the inscription of the Pledge Agreement in their records, the execution of this Third Supplement.

IN WITNESS WHEREOF, the Company and Agent have each caused this Third Supplement to Pledge Agreement to be executed by its duly authorized signatory on the date first set forth above in the presence of the undersigned competent witnesses.

WITNESSES:

Charles E. Hoffman
John A. Wright

Paul L. Olson
John L. Larson
Thomas E. Hatcher
Paul Olson

APACHE CORPORATION (COMPANY)

By: Donald E. Peterson
Title: Executive Vice President

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION
(AGENT FOR SECURED PARTIES)

By: Thomas E. Hatcher
Title: THOMAS E. HATCHER
VICE PRESIDENT

By: Paul Olson
Its: TRUST OFFICER

STATE OF MINNESOTA)

) ss:

COUNTY OF HENNEPIN)

On this 8th day of October, 1984, before me appeared WILLIAM J. GERTSEN, to me personally known, who, being by me duly sworn, did say that he is an Executive Vice President of Apache Corporation and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

Leslie J. Wright

Donald H. Heston

Diane M. Bruno
NOTARY PUBLIC



STATE OF CALIFORNIA)

) ss:

COUNTY OF SAN FRANCISCO)

On this 10th day of October, 1984, before me appeared THOMAS F. HATCHER, to me personally known, who, being by me duly sworn, did say that he is a VICE PRESIDENT of Bank of America National Trust and Savings Association and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Appearer acknowledged said instrument to be the free act and deed of said corporation.

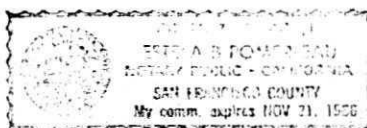
WITNESSES:

[Signature]

[Signature]

[Signature]

[Signature]
NOTARY PUBLIC



STATE OF CALIFORNIA)

) ss:

COUNTY OF SAN FRANCISCO)

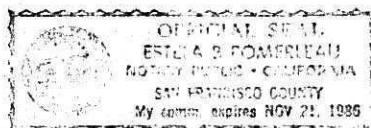
On this 10th day of October, 1984, before me appeared ALICE BOTELLO, to me personally known, who, being by me duly sworn, did say that she is a TRUST OFFICER of Bank of America National Trust and Savings Association and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

David L. Khan
Howard E. Fletcher

Alice Botello

Estela B. Pomarlean
NOTARY PUBLIC



Schedule I

CAMDEN PARISH, LOUISIANA

Pledge Agreement: Mortgage Record No. 101,
File Number 175232

First Supplement: Mortgage Record No. 106,
File Number 179843

PLAQUEMINES PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 119, Folio 289, Entry No. 105

First Supplement: Mortgage Book 126, Folio 595

TERREBONNE PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 576, Entry Number 677635

First Supplement: Mortgage Book 597, Entry Number 697467

VERMILION PARISH, LOUISIANA

Pledge Agreement: Mortgage Book, Entry Number 830064

First Supplement: Mortgage Book, Entry Number 830132

LAFOURCHE PARISH, LOUISIANA

Pledge Agreement: Mortgage Record, Entry Number 587795

First Supplement: Mortgage Records, Entry Number 507796

IBERIA PARISH, LOUISIANA

Pledge Agreement: Mortgage Book A-451,
Entry Number 83-6740

First Supplement: Mortgage Book A-451,
Entry Number 83-6741

ST. MARY PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 469, Entry Number 159129

First Supplement: Mortgage Book 469, Entry Number 159130

ST. BERNARD PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 251, Entry Number 196303

First Supplement: Mortgage Book 251, Entry Number 196304

SCHEDULE II
SECOND SUPPLEMENT

Cameron Parish:	Mortgage Book 112, File Number 183154
Plaquemines Parish:	Mortgage Book 132, Folio 30
Terrebonne Parish:	Mortgage Book 615, Entry No. 710949
Vermilion Parish:	Mortgage Book, Entry 8302849
Lafourche Parish:	Mortgage Book 426, Page 195, Entry No. 588113
Iberia Parish:	Mortgage Book A-451, Entry No. 83-6999
St. Mary Parish:	Mortgage Book 469, Entry No. 159,202
St. Bernard Parish:	Mortgage Book 251, Entry No. 196522

SCHEDULE III

The files maintained by the United States
Department of the Interior Minerals Management Service, Gulf
of Mexico OCS Region, Metairie, Louisiana, with reference to
the following leases:

Leases OCS-G 4762
OCS-G 4763
OCS-G 4749
OCS-G 4900
OCS-G 4901
OCS-G 5008
OCS-G 5044
OCS-G 5047
OCS-G 5052
OCS-G 5195
OCS-G 5278
OCS-G 5294
OCS-G 5315
OCS-G 5359
OCS-G 5408
OCS-G 5496
OCS-G 5511
OCS-G 5557
OCS-G 5560
OCS-G 5597
OCS-G 5598
OCS-G 5622
OCS-G 5646
OCS-G 5700
OCS-G 5718
OCS-G 5719
OCS-G 5720
OCS-G 5722
OCS-G 5723
OCS-G 5724
OCS-G 5728
OCS-G 5729
OCS-G 5328
OCS-G 6822
OCS-G 6823
OCS-G 6824

EXHIBIT A
TO
THIRD SUPPLEMENT TO
PLEDGE AGREEMENT
EXECUTED BY
APACHE CORPORATION AND BANK OF AMERICA
NATIONAL TRUST AND SAVINGS ASSOCIATION,
AS AGENT FOR THE PARTICIPANTS NAMED IN
THAT CERTAIN LOAN AGREEMENT,
DATED MARCH 19, 1982,
BY AND AMONG APACHE CORPORATION,
THE SAID PARTICIPANTS AND THE SAID AGENT

Whenever reference is hereinafter made to an instrument, such instrument shall be incorporated herein for purposes of further description.

PART I

All of Apache Corporation's undivided interest and mineral leasehold estate in and to those certain Oil and Gas Leases of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by and through the Regional Manager, Gulf of Mexico OCS Region, Minerals Management Service, its authorized officer, to Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation and Apache Corporation, as Lessee, details of which Leases and of the submerged lands affected thereby being as follows:

Oil and Gas Lease O#CS-G 6822, effective June 1, 1984, affecting all of Block 215, Main Pass Area, South and East Addition, OCS Leasing Map, Louisiana Map No. 10A. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid lease and is entitled to a net revenue interest of 6.9449% of the production therefrom.

Oil and Gas Lease OCS-G 6823, effective June 1, 1984, affecting all of Block 216, Main Pass Area, South and East Addition, OCS Leasing Map, Louisiana Map No. 10A. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid Lease and

is entitled to a net revenue interest
of 6.94449% of the production therefrom.

Oil and Gas Lease OCS-G 6824, effective
June 1, 1984, affecting all of Block 226,
Main Pass Area, South and East Addition,
OCS Leasing Map, Louisiana Map No. 10A.
Without limiting the foregoing, Apache
Corporation warrants and represents that
it owns an undivided leasehold interest
of 8.33333% in the aforesaid Lease and
is entitled to a net revenue interest
of 6.94449% of the production therefrom.

PART II

Without limiting the descriptions in Part I above,
there is expressly included in this Exhibit A all right,
title and interest (including oil, gas and mineral leasehold
interests, royalties, overriding royalties, net profits
interests, contract rights and reversionary interests) owned
or held by Apache Corporation or to which Apache Corporation
is entitled in or to any and all of the properties identified
and described in Part I above. References herein to said
properties are without limitation as to depth, zone,
formation and substance. There is also expressly included
in this Exhibit A, all future interests and rights which
Apache Corporation may hereafter acquire or to which Apache
Corporation may become entitled in and to the submerged lands
or Oil and Gas Leases described in Part I above.

PART III

Without limiting the descriptions in Part I above,
there is expressly included in this Exhibit A all right,
title and interest owned or held by Apache Corporation or
to which Apache Corporation is entitled in and to any and
all of the platforms, oil wells, gas wells, and oil and gas
wells supplies, machinery, derricks, buildings, flow lines
tanks, casings, Christmas trees, tubing, rods, pipes and
fittings, meters, separators, treaters, compressors, pumps,
tools, valves, gauges and equipment and appurtenances of
every sort and character now or hereafter placed on the
properties described hereinabove in Part I of this Exhibit
A, intending without particular enumeration thereof to
include each, all and every item of personal property, and
each, all and every item of property now or hereafter
attached to the realty and situated on all or any part of
the submerged lands described and enumerated above, including
oil in storage, not yet sold.

BROADHURST, BROOK, MANGHAM, HARDY & REED

ATTORNEYS AND COUNSELORS AT LAW

WILLIAM C. BROADHURST
JACK PIERCE BROOK
MICHAEL R. MANGHAM
GEORGE W. HARDY III
OSCAR E. REED JR.
WILLIAM F. BAILEY
DONALD JAMES LABAUVE
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J. KENTON PARSONS
MICHAEL T. BERTUCCI
JAMES LOWELL LANDRY JR.
VICTORIA REGGIE MACLIN
RICHARD B. WILKINS JR.
LOUIS H. DAVIS
NOT ADMITTED IN LOUISIANA

PAUL MICHAEL CULLEN
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(504) 346-0600

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(202) 628-6363

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HOUSTON, TEXAS 77002
(713) 650-1464

SUITE 2615
400 POYDRAS STREET
NEW ORLEANS, LOUISIANA 70130
(504) 568-0542

October 24, 1984

United States Department
of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
P. O. Box 7944
Metairie, Louisiana 70010

Attention: LE-3-1 Ms. Boehm

Re: Lease ~~OCS G 4949~~
OCS G 4901
OCS G 5044
OCS G 5047
OCS G 5052
OCS G 5195

OCS G 5496
OCS G 5511
OCS G 5646
OCS G 5723
OCS G 5700
OCS G 5622

Gentlemen:

Apache Corporation, APC Operating Partnership, Apache Offshore Petroleum Limited Partnership and Norwest Bank Minneapolis, National Association, acting as Agent for and on behalf of certain Participants, have executed a Second Supplement to Pledge Agreement which covers collateral relating to the ~~twelve~~ ^{eleven} oil, gas and mineral leases referenced above.

To place third persons on notice as to the execution and efficacy of the aforementioned Second Supplement to Pledge Agreement, please file one copy of this letter with an attached duplicate original of the Second Supplement to Pledge Agreement in the files in your office relating to each of the captioned leases.

United States Department
of the Interior
Page 2
October 24, 1984

Please acknowledge that filing has been accomplished pursuant to this request by signing in the space provided on the xerox copies of this letter.

Very truly yours,

BROADHURST, BROOK,
MANGHAM, HARDY & REED



William G. Conly

WGC/mfm

Enclosures

Filing Accomplished

As Requested.


OCT 25, 1984

SECOND SUPPLEMENT TO
PLEDGE AGREEMENT

THIS SECOND SUPPLEMENT TO PLEDGE AGREEMENT is dated as of October 22, 1984, and is made by Apache Corporation, a Delaware corporation (the "Company"), APC Operating Partnership, a Texas limited partnership ("Operating") and Apache Offshore Petroleum Limited Partnership, a Delaware limited partnership ("Offshore") (the Company, Operating and Offshore being collectively referred to as the "Apache Group") whose addresses are Foshay Tower, Minneapolis, Minnesota 55402, to Norwest Bank Minneapolis, National Association, a national banking association whose address is Eighth Street and Marquette Avenue, Minneapolis, Minnesota 55479, and its successors and assigns under the Agency Agreement and the Servicing Agreements that are Exhibits C-1, C-2 and C-3 to the Loan Agreement referred to below (the "Agent"), as agent for and acting on behalf of those lenders named on Exhibit A hereto, who are the Lenders named in the Loan Agreement referred to below, and any other Lenders subsequently identified to this Pledge Agreement (the "Lenders"), and all Persons who shall from time to time be holders of any of the Notes of the Company outstanding under the Loan Agreement referred to below (the Lenders and such other Persons being referred to collectively herein as the "Secured Parties"):

WITNESSETH THAT:

WHEREAS, the Company, the Agent and the Lenders have heretofore entered into a Loan Agreement dated as of April 1, 1984, (as it may from time to time be amended, modified or supplemented, the "Loan Agreement"), setting forth the terms and conditions of certain Loans and Optional Loans which may be made by the Lenders to the Company to be evidenced by Notes as more fully described therein; and

WHEREAS, as a condition precedent to the Initial Loan under the Loan Agreement, each member of the Apache Group executed a Pledge Agreement dated as of April 1, 1984, made by each such member in favor of the Agent as security for Obligations to the Secured Parties (the "Pledge Agreement") and pledged Collateral more fully described in the Pledge Agreement; and

WHEREAS, pursuant to the terms and conditions of the Pledge Agreement, each member of the Apache Group and the Agent executed and delivered a First Supplement to Pledge Agreement dated as of May 23, 1984 (the "First Supplement") for the purpose of correcting certain provisions of the Pledge Agreement; and

WHEREAS, the Pledge Agreement and the First Supplement have been recorded in the offices of the Clerks of Court of Cameron, Iberia, La Fourche, Plaquemines, St. Bernard, St. Mary Terrebonne, and Vermilion Parishes, Louisiana as shown on Schedule

I, attached hereto and made a part hereof for all purposes, and in the United States Department of the Interior, Minerals Management Service, Gulf of Mexico OCS Region, Metairie, Louisiana, in the files maintained for the leases shown on Schedule II, attached hereto and made a part hereof for all purposes; and

WHEREAS, pursuant to the terms and provisions of the Pledge Agreement, each member of the Apache Group has agreed to execute and deliver any and all additional instruments as may be requested by the Agent to identify any additional Collateral which is subject to the Pledge Agreement and intended to be included therein pursuant to the Pledge Agreement and the Loan Agreement, including, without limitation, items of after-acquired Collateral; and

WHEREAS, the Agent has requested the Company to execute this Second Supplement to Pledge Agreement for the purpose of identifying additional Leasehold Interests forming a portion of the Collateral;

NOW, THEREFORE, in consideration of the premises and for good valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. As used in this Second Supplement, terms defined shall have the meanings given them in the Pledge Agreement when used herein, unless such terms are otherwise defined herein.

2. Description of Additional Collateral. As collateral security for the prompt and complete payment and performance when due of all the Obligations up to a maximum amount or limit of \$800,000,000.00, each member of the Apache Group hereby pledges to the Secured Parties, acting by and through the Agent subject to the terms, conditions and provisions of the Pledge Agreement, an undivided percentage equal to the Collateral Interest in and to the Collateral arising from or relating to the additional Leasehold Interests described in Exhibit A attached hereto and made a part hereof for all purposes (the "Additional Collateral"), and each member of the Apache Group and the Agent hereby amend the Pledge Agreement by adding the additional Leasehold Interests described in Exhibit A attached hereto to the Leasehold Interests described in Exhibit A attached to the Pledge Agreement as if Exhibit A attached hereto had been attached to the Pledge Agreement at the time of its execution and delivery. The Apache Group and the Secured Parties acknowledge that the Company has granted certain other lenders a security interest in a percentage interest in the Leasehold Interests described in Exhibit A attached hereto, and provided that the percentage interest granted to such other lenders and the percentage interest granted to the Secured Parties hereunder does not exceed 100%, the Collateral hereunder does not include the percentage interest in such items of property granted to such other lenders.

3. Ratification and Continuation. The Pledge Agreement, together with the amendments thereto and the Additional Collateral and additional Leasehold Interests which are subject thereto and included therein pursuant to the First Supplement and the Second Supplement, is hereby ratified and confirmed as being in full force and effect for all purposes in accordance with the terms and conditions therein set forth, and all representations, warranties and covenants made by the members of the Apache Group therein shall extend to and encompass the Additional Collateral and additional Leasehold Interests for all intents and purposes as if the same were originally a portion of the Collateral and Leasehold Interests specifically described and set forth in the Pledge Agreement or in Exhibit A thereto.

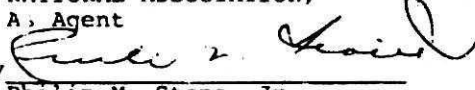
Each member of the Apache Group and the Agent authorize and direct the Clerks of Court for the Parishes of Cameron, Iberia, La Fourche, Plaquemines, St. Bernard, St. Mary, Terrebonne and Vermilion, Louisiana, to note in the margin of the inscription of the Pledge Agreement in their records, the execution of this Second Supplement.

IN WITNESS WHEREOF, the Apache Group and the Agent have caused this Second Supplement to be executed and delivered by their proper and authorized officers as of the day and year first above written.

APACHE CORPORATION


By 
G. C. Hann, Vice President

NORWEST BANK MINNEAPOLIS,
NATIONAL ASSOCIATION,
A. Agent

By 
Philip M. Stone, Jr.,
Assistant Vice President

APC OPERATING PARTNERSHIP

By Apache Corporation,
general partner

By 
G. C. Hann, Vice
President


APACHE OFFSHORE PETROLEUM
LIMITED PARTNERSHIP

By Apache Corporation,
general partner

By 
G. C. Hann, Vice
President

On this 22nd day of October, 1984, before me appeared G. C. Hann, to me personally known, who, being by me duly sworn, did say that he is a Vice President of APACHE CORPORATION and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:
John S. Hoffman
Leslie A. Wright

 **DIANE M. VRUNO**
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar 13, 1990

On this 22nd day of October, 1934, before me appeared G. C. Hann, to me personally known, who, being by me duly sworn, did say that he is a Vice President of Apache Corporation, the general partner of APC OPERATING PARTNERSHIP, a Texas limited partnership, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said appraiser acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:
Cecilia S. Hoffman
Lulu A. Wright

 **DIANE M. VRUNO**
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar 13, 1990

STATE OF MINNESOTA)) SS.
COUNTY OF HENNEPIN)

On this 22nd day of October, 1984, before me appeared G. C. Hann, to me personally known, who, being by me duly sworn, did say that he is a Vice President of Apache Corporation, the general partner of APACHE OFFSHORE PETROLEUM LIMITED PARTNERSHIP, a Delaware limited partnership, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

Cora S. Hoffman
Leslie A. Wright

Notary Public



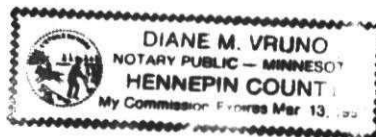
STATE OF MINNESOTA)) SS.
COUNTY OF HENNEPIN)

On this 22nd day of October, 1984, before me appeared Philip M. Stone, Jr., to be personally known, who, being by me duly sworn, did say that he is an Assistant Vice President of NORWEST BANK MINNEAPOLIS, NATIONAL ASSOCIATION, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

Frank J.
Carlson Bray

Deane M. Viana
NOTARY PUBLIC



SCHEDULE I

CAMERON PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 121, File Number 188509
First Supplement: Mortgage Book 121, File Number 188525

IBERIA PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 468, Entry No. 84-4655
First Supplement: Mortgage Book 468, Entry No. 84-4724

LAFOURCHE PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 446, Entry No. 606399
First Supplement: Mortgage Book 446, Entry No. 606524

PLAQUEMINES PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 140, Folio 627
First Supplement: Mortgage Book 140, Folio 707

ST. BERNARD PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 268, Entry No. 202979
First Supplement: Mortgage Book 269, Entry No. 203108

ST. MARY PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 488, Entry No. 163324
First Supplement: Mortgage Book 488, Entry No. 163351

TERREBONNE PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 644, Entry No. 733087
First Supplement: Mortgage Book 644, Entry No. 733258

VERMILION PARISH, LOUISIANA

Pledge Agreement: Mortgage Book Entry No. 8405895
First Supplement: Mortgage Book Entry No. 8406030

Schedule II

The files maintained by the United States Department of the Interior Minerals Management Service Gulf of Mexico OCS Region, Metairie, Louisiana with reference to the following leases:

Leases	OCS-G 4749
	OCS-G 4901
	OCS-G 5044
	OCS-G 5047
	OCS-G 5052
	OCS-G 5195
	OCS-G 5496
	OCS-G 5511
	OCS-G 5646
	OCS-G 5723

EXHIBIT A
TO
SECOND SUPPLEMENTAL
PLEDGE AGREEMENT
FROM
APACHE CORPORATION, AEC OPERATING PARTNERSHIP AND
APACHE OFFSHORE PETROLEUM LIMITED PARTNERSHIP, THE "APACHE GROUP,"
TO
NORWEST BANK MINNLA S, NATIONAL ASSOCIATION,
AS "AGENT" FOR AND ACTING ON BEHALF OF
THE LIABILITIES REFERRED TO THEREIN

Central Life Assurance Company
611 Fifth Avenue
Des Moines, IA 50306

Chase Manhattan Bank,
as directed trustee for
Retirement Fund Account
No. P92104
1211 Avenue of the Americas
33rd Floor
New York, NY 10036

Lutheran Brotherhood
625 Fourth Avenue South
Minneapolis, MN 55415

Minnesota State Investment Board
55 East Sherburne Avenue
St. Paul, MN 55155

Mutual Service Life Insurance
Company
2 Pine Tree Drive
Arden Hills, MN 55112

National Bank of Detroit,
as trustee for The Dow
Chemical Company Employees'
Retirement Plan Trust
611 Woodward
Midland, MI 48232

New York Life Insurance Company
51 Madison Avenue
New York, NY 10010
Attention: Investment Department,
Room 203

Pioneer Mutual Life Insurance
Company
203 North Tenth Street
P.O. Box 2546
Fargo, ND 58108

Security Benefit Life Insurance
Company
700 Harrison
Topeka, KS 66636

Teachers Insurance and Annuity
Association of America
730 Third Avenue
New York, NY 10017
Attention: Securities Division

The American Lutheran Church
422 South Fifth Street
Minneapolis, MN 55415

Western States Life Insurance
Company
P.O. Box 2907
Fargo, ND 58108

EXHIBIT B
TO
SECOND SUPPLEMENT TO PLEDGE AGREEMENT
FROM
APACHE CORPORATION, APC OPERATING PARTNERSHIP AND
APACHE OFFSHORE PETROLEUM LIMITED PARTNERSHIP, THE "APACHE GROUP,"
TO
NORWEST BANK MINNEAPOLIS, NATIONAL ASSOCIATION,
AS "AGENT" FOR AND ACTING ON BEHALF OF
THE LENDERS REFERRED TO THEREIN

Whenever reference is hereinafter made to an instrument, such instrument shall be incorporated herein for purposes of further description.

Part I

All of Debtor's undivided interest and mineral leasehold estate in and to those certain Oil and Gas Leases of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by its authorized officer, to Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation and Apache Corporation, as Lessee, details of which Leases and of the submerged lands affected thereby being as follows:

1. Oil and Gas Lease #OCS-G 5700, effective July 1, 1983, affecting all of Block 143, Main Pass Area, OCS Leasing Map, Louisiana Map No. 10.
2. Oil and Gas Lease #OCS-G 5622, effective July 1, 1983, affecting all of Block 236, South Timbalier Area, South Addition, OCS Leasing Map, Louisiana Map No. 6A.

Without limiting the foregoing, Debtor warrants and represents that Apache Corporation and its affiliates own an undivided leasehold interest of 8.33333% in each of the aforesaid Leases and are entitled to a net revenue interest of 6.94445% of the production therefrom.

Part II

Without limiting the descriptions in Part I above, there is expressly included in this Exhibit A all right, title and interest (including oil, gas and mineral leasehold interests, royalties, overriding royalties, net profits interests, contract rights and reversionary interests) owned or held by Debtor or to which Debtor is entitled in or to any and all of the properties identified and described in Part I above. References herein to said properties are without limitation as to depth, zone, formation or substance. There is also expressly included in this Exhibit A, all future interests and rights which Debtor may hereafter acquire or to which Debtor may become entitled in or to the submerged lands described in Part I above.

Part III

Without limiting the descriptions in Part I above, there is expressly included in this Exhibit A all right, title and interest owned or held by Debtor or to which Debtor is entitled in and to any and all of the platforms, oil wells, gas wells, and oil and gas well supplies, machinery, derricks, buildings, flow lines, tanks, casings, Christmas trees, tubing, rods, pipes and fittings, meters, separators, treaters, compressors, pumps, tools, valves, gauges and equipment and appurtenances of every sort and character now or hereafter placed on the properties described hereinabove in Part I of this Exhibit A, intending without particular enumeration thereof to include each, all and every item of personal property, and each, all and every item of property now or hereafter attached to the realty and situated on all or any part of the lands described and enumerated above, including oil in storage, not yet sold.

250521

CULLEN R. LISBON (803-1971)
AUSTIN W. LEWIS (810-9741)

WILLIAM M. MEYERS*
ROBERT T. JORDEN*
CHARLES C. GREGGILLION*
GENE W. LAFITTE*
BILLY H. HINES*
JAMES L. PELLETIER*
THOMAS D. HARDENMAN*
JOHN M. KING*
STEPHEN T. VICTORY*
EDWARD J. GAY III*
KENNETH E. GORDON, JR.*
WILLIAM R. PITTS*
LEON J. REYMOND, JR.*
J. BERRY ST. JOHN, JR.*
DONALD R. ABAUNZIA*
JOHN M. WILSON*
CHARLES M. STEEN*
LAWRENCE P. SIMON, JR.*
FREDERICK A. BRADLEY*
KERRY M. MASSARI*
S. GENE FENJLER*
THOMAS F. GETTEN*
GEORGE H. ROBINSON, JR.*
GEORGE J. DOMAS*
MARILYN C. MALONEY*
ROBERT W. BOOKSH, JR.*
JOSEPH C. DIOLIO, JR.*
LARRY M. ROEDEL*

LISKOW & LEWIS

ATTORNEYS AT LAW

NEW ORLEANS, LA. 70139

ONE SHELL SQUARE
FIFTIETH FLOOR
TELEPHONE (504) 581-7979
TWR 810-981-5252

LAFAYETTE, LA. 70506

321 TRAVIS ST.
P.O. BOX 52008
TELEPHONE (504) 232-7424

New Orleans, 70139
July 23, 1985

BRUCE J. ORECK
PATRICK W. GRAY
DEBORAH BAHN PRICE
ROBERT E. HOLDEN
JOE B. NORMAN
THOMAS M. BERAMARA
JAMES N. MANSFIELD III
BILLY J. DOMINGUE
LAMBERT M. LAPEROUSE
FRANK E. MASSENGALE
PHILIP R. JONES, JR.
ANNE E. TATE
WILLIAM W. PUGH
LYNN C. HANTEL
JULIE E. SCHWARTZ
CHARLES S. GRIFFIS II
RICHARD W. REVELS, JR.
MARTHA O. THOMAS
JOSEPH P. HEBERT
MARQUETTE A. NOONAN
DONNA M. SLOCUM
BRUCE V. SCHWE
JANE C. BURGER
DAVID W. LEEPE
JAMES D. MICHAEL
RICHARD E. ANDERSON
GEORGE W. PUGH, JR.
WM. BLAKE BENNETT
MARK A. LOWE
GEORGE DENESRE, JR.
DON R. HAYCRAFT
BARBARA BENNETT BLACKBURN
*PROFESSIONAL CORPORATION

Mr. JOHN L. Rankin
U.S. Department of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
Imperial Office Bldg.
3301 N. Causeway Blvd.
P.O. Box 7944
Metairie, LA 70010-7944



Re: Lease Nos. OCS-G 2825, 4424, 2892, 5044,
5560, 4101, 4125, 4126, 4496, 4497, 4495,
4378, 5047, 5052, 4390, 4085, 5284, 4397,
4762, 4763, 4104, 5425, 4420, 3119, 2865,
4900, 4901 and 5008

Dear Mr. Rankin:

Enclosed you will find twenty-eight (28) multiple originals of an Act of Collateral Mortgage, Collateral Chattel Mortgage, and Pledge and Assignment of Production dated July 18, 1985 by Crown Central Petroleum Corporation affecting interests of Crown Central Petroleum Corporation in each of the captioned OCS leases. Please file one of the enclosed Acts of Collateral Mortgage, Collateral Chattel Mortgage, and Pledge and Assignment of Production, together with a copy of this letter, in each of the lease record files related to each of the captioned OCS leases.

Enclosed you will find a check in the amount of \$700.00 to cover the cost of filing. Please acknowledge that the foregoing filings have been completed as requested

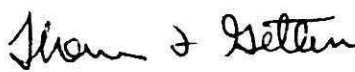
Mr. John L. Rankin
July 23, 1985

LISKOW & LEWIS

PAGE 2

by signing a counterpart of this letter in the space provided below and return a copy of said letter to the undersigned.

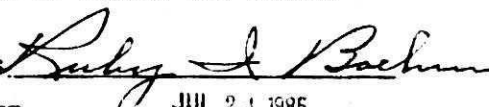
Yours very truly,


Thomas F. Getten

TFG/mam

Enclosures

FILED AS REQUESTED:
MINERALS MANAGEMENT SERVICE
GULF OF MEXICO OCS REGION

BY: 
DATE: JUL 24 1985

STATE OF TEXAS)
COUNTY OF HARRIS) SS.



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

BE IT KNOWN, that on this 18th day of July, 1985,
BEFORE ME, the undersigned Notary Public, duly
commissioned and qualified in and for the County and State
aforesaid, and in the presence of the undersigned competent
witnesses,

PERSONALLY CAME AND APPEARED:

CROWN CENTRAL PETROLEUM CORPORATION, a
Maryland corporation (hereinafter referred to
as the "Mortgagor"), represented herein by its
undersigned officer, duly authorized by
resolutions of the duly constituted Executive
Committee of its Board of Directors, a
certified copy of which is attached hereto as
Schedule I and made a part hereof,

who, being duly sworn, did declare and say that the Mortgagor
is justly and truly indebted unto any future holder or holders
of the Note (as hereinafter defined) in the principal sum of
\$300,000,000. To evidence such indebtedness, the Mortgagor
has executed one certain collateral mortgage note for the

principal sum of \$300,000,000 of even date herewith, made payable to Bearer, due on demand at the office of MBank Houston, National Association at 910 Travis, Houston, Texas 77002, which Note stipulates to bear interest at the rate of 20% 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 as Schedule II and made a part hereof), and 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 the Mortgagor who hereby acknowledges receipt thereof.

The Mortgagor further declared that the Note is given and this Mortgage is granted for the purpose of being used as collateral security by the Mortgagor to secure any liability, indebtedness or obligation due any further holder or holders of the Note, direct or contingent. The Note may be issued and pledged by the Mortgagor as its interests and convenience may require to secure loans and advances made or to be made or to secure the debt of the Mortgagor or of any third party. Upon payment of said indebtedness, the Note may be returned to the

Mortgagor without extinguishment of the Mortgage herein granted, and may, at any time and as many times thereafter as the interest of the Mortgagor may require, be again reissued or re-pledged by the Mortgagor as collateral security, and this Mortgage shall be and remain in full force and effect to secure the Note until the Note has been cancelled on its face and this Mortgage has been released of record. As used herein, the term Bank shall mean any future holder or holders of the Note, whether one or more.

In case 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, the Mortgagor hereby binds itself to pay the fee of the attorney who may be employed for the 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.

For all purposes of this agreement, unless the context otherwise requires:

A. "Hydrocarbons" shall mean all oil crude oil and petroleum products, gas and other liquid or gaseous hydrocarbons.

B. "Lands described in Exhibit A" shall include any lands or oil and gas interests, the description of which is contained in Exhibit A attached hereto and made a part hereof or incorporated in Exhibit A by reference to another instrument or document, and shall also include any lands which are either described in Exhibit A or the description of which is incorporated in Exhibit A by reference.

C. "Mortgage" shall mean this instrument originally executed and as it may from time to time be supplemented or amended by one or more instruments supplemental hereto.

D. "Mortgaged Property" shall mean the properties, rights and interests hereinafter described and defined as the Mortgaged Property.

E. "Oil and Gas Leases" shall include oil, gas and mineral leases and shall also include sublease and assignments of operating rights.

F. "Operating Equipment" shall mean all surface or subsurface machinery, equipment, facilities or other property of whatever kind or nature (excluding drilling rigs, trucks, motive equipment or other property taken to the premises

to drill a well or for other similar temporary uses) now or hereafter located on any of the Lands described in Exhibit A which are used or useful for the production, treatment, storage or transportation of Hydrocarbons, including, but not by way of limitation of, all oil wells, gas wells, water wells, injection wells, casing, tubing, rods, pumping units and engines, Christmas trees, derricks, separators, heater treaters, valves, gun barrels, flow lines, tanks, gas systems and compressors (for gathering, treating and compression), water systems (for treating, disposal and injection), pipelines (including gathering lines, laterals and trunklines, if any), power plants, poles, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks and shipping facilities.

G. "Production Sale Contracts" shall mean contracts now in effect or hereafter entered into by the Mortgagor, or the Mortgagor's predecessors in interest, for the sale, purchase, exchange or processing of Hydrocarbons produced from the Lands described in Exhibit A.

AND NOW, 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, 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, the Mortgagor 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 Lands described in Exhibit A, oil and gas interests described in Exhibit A, and the Oil and Gas Leases, mineral, overriding royalty, royalty and other interests which are specifically described in Exhibit A;

(b) The presently existing unitization and pooling agreements and the properties covered and the units created thereby (including all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction) which are specifically described in Exhibit A and which relate to any of the properties and interests described in

Exhibit A, whether or not the same are described with specificity;

(c) The Hydrocarbons which are in, under, upon, attributable to, produced or to be produced from the oil and gas interests and the Lands described in Exhibit A and all inventory thereof upon extraction from the wellhead or minehead;

(d) The Production Sale Contracts and all accounts resulting from the sale of hydrocarbons at the wellhead or minehead;

(e) The Operating Equipment; and

(f) The proceeds and products of the foregoing, together with any and all corrections or amendments to, or renewals, extensions or ratifications of, any of the same, or of any instrument relating thereto, and all rights-of-way, franchises, licenses, permits, certificates of public convenience and necessity, easements, contractual rights, tenements, hereditaments and appurtenances now existing or in the future obtained in connection with any of the aforesaid, and all other things of value and incident thereto which the Mortgagor might at any time have or be entitled to,

all the undivided interests specified in Exhibit A in, to and under the Oil and Gas Leases and other oil and gas interests specifically described in Exhibit A, and all the aforesaid properties, rights and interests, together with any additions thereto which may be subjected to the lien of this instrument by means of supplements hereto, being hereinafter called the "Mortgaged Property"

Subject, however, to (i) the restrictions, exceptions, reservations, conditions, limitations, interests and other matters, if any, set forth or referred to in the specific descriptions of such properties and interests in Exhibit A (including all presently existing royalties, payments out of production and other burdens which are referred to in Exhibit A and which are taken into consideration in computing the decimal net revenue interest as set forth in Exhibit A), (ii) the pledge and assignment of production contained herein, but only insofar and so long as said pledge and assignment of production is not inoperative under the provisions hereof, and (iii) the condition that Bank shall not be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Mortgaged Property.

PLEDGE AND ASSIGNMENT OF PRODUCTION

As further security for the payment and performance of the Note and all obligations, liabilities and indebtedness secured by a pledge of the Note, all up to the sum of \$300,000,000, effective as of 7:00 a.m., New Orleans time, the first day of the calendar month two months next preceding the month in which this Mortgage is dated, the Mortgagor hereby pledges, assigns, transfers, sets over and delivers unto Bank all Hydrocarbons which are thereafter produced from and which accrue to the Mortgaged Property, and all proceeds therefrom. All parties producing, purchasing or receiving any such Hydrocarbons, or having such, or proceeds therefrom, in their possession for which they or others are accountable to Bank by virtue of the provisions hereof, are authorized and directed to treat and regard Bank as the assignee and transferee of the Mortgagor and entitled in the Mortgagor's place and stead to receive such Hydrocarbons and all proceeds therefrom; and said parties and each of them shall be fully protected in so treating and regarding hereof, and shall be under no obligation to see to the application by Bank of any such proceeds or payments received by it.

Bank is hereby absolved from all liability for failure to enforce collection of any proceeds so pledged and

assigned and from all other responsibility in connection therewith, except the responsibility to account to the Mortgagor for funds actually received.

Upon the failure of the Mortgagor to pay the Note when demanded by Bank, all indebtedness secured hereby, in its entirety, shall be immediately due and payable, and the mortgage and pledge evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by law. Furthermore, the Hydrocarbons and proceeds thereof pledged and assigned herein shall thereafter be applied by Bank until the Note and all other indebtedness of the Mortgagor to Bank are paid in full. The Mortgagor, for itself, its successors and assigns, does by these presents agree and stipulate that it shall be lawful for, and the Mortgagor hereby authorizes Bank to cause all and singular the Mortgaged Property to be seized and sold by executory process or other legal 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 the Mortgagor, 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. To the extent allowed by law, the Mortgagor 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 day 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 day 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.

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 enforcement of the mortgage and pledge evidenced hereby; the exercise of 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. The

Mortgagee expressly authorizes and agrees that 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.

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 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 Mortgage.

The maximum amount for which this Mortgage shall be deemed to secure all the obligations, liabilities and indebtedness of the Mortgagor is hereby fixed at twice the original principal amount of the Note.

This Mortgage shall in all respects 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 the Mortgagor 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 the Mortgagor contained herein and in the Note.

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

The terms, provisions, covenants and conditions hereof shall be binding upon the Mortgagor, its successors and assigns, and shall inure to the benefit of Bank, its successors and assigns.

The undersigned intervenor 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:

[Signature]
Rob. G. Pearson

CROWN CENTRAL PETROLEUM
CORPORATION

BY:

[Signature]
James A. Robinson
Vice President

INTERVENOR:

[Signature]
JESSE E. NEYMAN

Linda R. Collazos
NOTARY PUBLIC

LINDA R. COLLAZOS

Notary Public in and for the State of Texas
My Commission Expires 1-09-69.

SCHEDULE I TO ACT OF
COLLATERAL MORTGAGE, COLLATERAL CHATTEL MORTGAGE,
PLEDGE AND ASSIGNMENT OF PRODUCTION

CERTIFIED RESOLUTIONS
OF CROWN CENTRAL PETROLEUM CORPORATION

I hereby certify that attached hereto is a multiple original of Certified Resolutions of the Executive Committee of the Board of Directors of Crown Central Petroleum Corporation, certified by the Secretary of said corporation, and attached to an Act of Collateral Mortgage, Collateral Chattel Mortgage, Pledge and Assignment of Production, executed by Crown Central Petroleum Corporation, passed before me this 18th day of July, 1985.

Linda R. Collazos

NOTARY PUBLIC

[seal]

My Commission Expires:

LINDA R. COLLAZOS

Notary Public in and for the State of Texas
My Commission Expires 1-09-89.

CERTIFICATE

I, J. Gregory Yawman, Assistant Secretary of Crown Central Petroleum Corporation, a Maryland corporation (the "Corporation"), do hereby certify as follows:

1. attached hereto as Exhibit A is a true and correct copy of Resolutions of the Executive Committee of the Board of Directors, passed and adopted as of June 24, 1985, by unanimous written consent and that said Resolutions contained in said excerpt have not been rescinded, revoked or modified (except as said Resolutions of are modified by the Resolution of July 17, 1985) and are in full force and effect;

2. attached hereto as Exhibit B is a true and correct copy of a Resolution, passed and adopted as of July 17, 1985, by unanimous written consent and that said Resolution contained in said excerpt has not been rescinded, revoked or modified and is in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the Corporation this 17th day of July, 1985.


As tant Secretary

EXHIBIT A

"RESOLVED, that any of Henry A. Rosenberg, Jr., Chairman of the Board, William M. Ginder, President, and Ted M. Jackson, Senior Vice-President, acting separately, be, and he hereby is authorized, directed and empowered to execute and deliver the following documents:

- (a) Collateral Mortgage Note (the "Collateral Note") in the principal amount of \$300,000,000, payable to bearer, due on demand, and bearing interest at the rate of 20% per annum from the date thereof until paid;**
- (b) Act of Collateral Mortgage, Collateral Chattel Mortgage, Pledge and Assignment of Production (the "Collateral Mortgage"), containing a confession of judgment on behalf of the Company, waivers of appraisal, notice and delay, and containing a consent to executory process, in which the Company shall mortgage and pledge any of its properties located in the State of Louisiana or offshore in federal waters adjacent to the State of Louisiana; and**
- (c) Act of Collateral Pledge Agreement (the "Pledge"), by the Company in favor of any future holder or holders of the Collateral Note (the "Holder"), in which the Company shall pledge the Collateral Note to the Holder as security for the prompt and complete payment of all indebtedness, obligations and liabilities now or hereafter arising of the Company to the Holder up to a maximum amount of \$600,000,000.**

All of the foregoing to contain such terms and conditions as the said officer, in his sole discretion, deems necessary and proper.

"FURTHER RESOLVED, that each of said Henry A. Rosenberg, Jr., Chairman of the Board, William M. Ginder, President, and Ted M. Jackson, Senior Vice-President, be, and he hereby is authorized, directed and empowered to take such further and other action as he, in his sole discretion, deem necessary or advisable to effect the foregoing Resolutions."

EXHIBIT B

RESOLUTION

RESOLVED, that the Resolutions adopted by this Executive Committee on June 24, 1985, with respect to the execution and delivery of the Collateral Note, the Collateral Mortgage and the Pledge are hereby modified by providing that, in addition to the signatories set forth therein, each of James A. Robinson and Victor G. Oberschall is authorized, directed and empowered to execute and deliver the documents set forth in said Resolutions and to take such further and other action as he, in his sole discretion, deems necessary or advisable to effect said Resolutions, and that in all other respects said Resolutions are affirmed.

SCHEDULE II
TO ACT OF COLLATERAL
MORTGAGE, COLLATERAL CHATTEL
MORTGAGE, and PLEDGE AND
ASSIGNMENT OF PRODUCTION

COLLATERAL MORTGAGE NOTE

\$300,000,000.00

Houston, Texas
July 18, 1985

FOR VALUE RECEIVED, on demand, the undersigned promises to pay to Bearer at the office of MBank Houston, National Association, at 910 Travis, Houston, Texas 77002, in lawful money of the United States of America, the principal amount of THREE HUNDRED MILLION AND NO/DOLLARS (\$300,000,000.00), together with interest thereon at the rate of twenty percent (20%) per annum from the date hereof until paid.

In case 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 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%) of the amount due or sued for or claimed or sought to be protected, preserved or enforced.

The maker of this Note hereby waives presentment for payment, demand, notice of nonpayment, protest, and all pleas of division and discussion, and agrees 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 itself unconditionally 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.

This Collateral Mortgage Note shall be governed by and construed in accordance with the laws of the State of Louisiana.

CROWN CENTRAL PETROLEUM
CORPORATION

BY: _____
Its: _____

"Ne Varietur"

For identification with an
act of Collateral Mortgage,
Collateral Chattel Mortgage,
Pledge and Assignment of
Production passed before me,
this ____ day of July, 1985.

NOTARY PUBLIC

PREFACE TO EXHIBIT A TO THAT CERTAIN COLLATERAL MORTGAGE,
COLLATERAL CHATTEL MORTGAGE, PLEDGE AND ASSIGNMENT OF
PRODUCTION GRANTED BY CROWN CENTRAL PETROLEUM CORPORATION

1. All of the lands and interests, all of the oil and gas leases and interests therein, mineral interests, royalty interests, overriding royalty interests, production payment interests and other titles and interests of the Mortgagor by whatever named called, in and to the lands, leases and other properties which are described or are included in this Exhibit A, regardless of whether the description in this Exhibit A is by instrument reference description or particular property description.

Without limiting the foregoing, the Mortgagor represents and warrants that (a) Crown's Net Revenue Interest in the respective properties described in this Exhibit A is not less than the decimal share stated under the respective descriptions of such properties, (b) Crown's Working Interest in the respective properties described in this Exhibit A is not greater than the decimal share stated under the respective descriptions of such properties, and (c) this Mortgage will attach as a first and prior mortgage lien and pledge to such warranted share of production and leasehold working interest in addition to any other present or future interest that the Mortgagor may have or acquire in said properties.

The term "Crown's Net Revenue Interest", as used in this Exhibit A, shall mean the present interest of the Mortgagor in and to the gross production of oil, gas and other minerals produced, saved or sold from, under and by virtue of each of the oil, gas and mineral leases or attributable to the royalty, overriding royalty, production payment and other interests described in this Exhibit A (whether accurately described therein or not) after giving effect to all valid lessor's royalties, overriding royalties, production payments, carried interests and all other encumbrances or charges against production therefrom. It is noted that in the case of each oil and gas lease hereinafter described as covering less than the entire mineral interest in the leased tract, Crown's Net Revenue Interest is stated in an amount which reflects its Net Revenue Interest in such lease reduced by the percentage of mineral interest not covered by such lease. For example, a lease covering a .6000 mineral interest and providing for a .2500 royalty is shown to have a Net Revenue Interest of .45000 being $(.75000 - [.75000 \times .40000])$.

The term "Crown's Working Interest", as used in this Exhibit A, shall mean the present interest of the Mortgagor in and to the full and entire interest created under and by virtue of each of the oil, gas and mineral leases described herein (whether accurately described or not) and all rights and obligations of every kind and character appurtenant thereto or arising therefrom, without regard to any valid lessor's royalties, overriding royalties, production payments, carried interests and other encumbrances or charges against production therefrom. In those instances where the operating rights have been severed from the ownership of the lease, the term shall also mean the interest in and to such operating rights as distinguished from the official record title to the lease.

It is the intent of the Mortgagor to include in the Mortgaged Property all of the right, title and interest of the Mortgagor in each oil, gas and mineral lease and other mineral interest described in this Exhibit A and in the land described therein and in substances produced from such lands or from lands pooled or unitized therewith, without any limitation or restriction whatsoever. Following the full description of each oil and gas lease, references beginning with either of the phrases "Lease Covers" or "Insofar and Only Insofar as Lease Covers" to a particular depth, formation, parcel or unit are not intended as a limitation on the description or the interest mortgaged and pledged herein, but are for identification of the depth, formation, unit or parcel with respect to which the stipulated Crown's Net Revenue Interest and Crown's Working Interest (as applicable) are warranted as provided in the Mortgage.

All references in this Exhibit A to recording data of an oil, gas and mineral lease or other instrument include, and are intended as a reference to, the volume or book and the page of the appropriate parish record where recorded, and reference is hereby made to each of such instruments and the record thereof for all purposes, including, but not limited to, reference for further description of the Mortgaged Property mortgaged and pledged by this Mortgage.

All references in this Exhibit A to an oil, gas and mineral lease, mineral deed, royalty deed, operating agreement, gas purchase agreement, pooling or unitization agreement or declaration of other title instrument (whether accurately described therein or not) are hereby declared to include all instruments of ratification, amendment or reformation relative thereto, whether or not expressly mentioned in this Exhibit A, and all such instruments of ratification, amendment and reformation, together with the

respective records thereof in the appropriate parish, if and when recorded, are incorporated by reference.

The agreements affecting each state and federal lease may be found by referring to the relevant oil and gas lease file number as that number is shown on this Exhibit A.

2. Mention is made that the oil and gas leasehold interests described in this Exhibit A are described by setting forth a description of (a) the Land Lease Number of the Mortgagor with respect to such lease, (b) the lease itself, (c) the mineral interests, by tract or parcel, which such lease covers, (d) the acreage affected by such mineral interest, together with any applicable depth or geological formation limitation or restriction, and (e) Crown's Net Revenue Interest and Crown's Working Interest (as applicable) with respect thereto. The undivided share of minerals covered by such leases, together with Crown's Net Revenue Interest and Crown's Working Interest, are expressed in decimal form and can be converted into percentages by multiplying the figure times 100. For example, a "1.0000000 mineral interest" means the entire (i.e. 100%) mineral estate and a ".5000000 mineral interest" means an undivided 50% mineral interest.

3. References in this Exhibit A to "Developed Lease" Numbers are to developed lease numbers with which such leases are cross referenced to production information.

EXHIBIT A TO
ACT OF COLLATERAL MORTGAGE, COLLATERAL
CHattel MORTGAGE, and PLEDGE AND ASSIGNMENT OF PRODUCTION

ACADIA PARISH, LOUISIANA

ACADIA PARISH, LOUISIANA
EXHIBIT A

0659-0002 SOUTH CROWLEY PROSPECT

LEASE FROM EMERY A. DOGUET, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE.
DATED DECEMBER 11, 1978, RECORDED IN BOOK T-36, PAGE 670, ENTRY NO. 454516
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.29 ACRES, MORE OR LESS, BEING
ALL OF LOT 42 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4 OF
SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .7500000
CROWN'S WORKING INTEREST 1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0003 SOUTH CROWLEY PROSPECT

LEASE FROM JACK LAWRENCE JR., ET UX, AS LESSOR,
TO LAND RESOURCES INC., AS LESSEE,
DATED JANUARY 8, 1975, RECORDED IN BOOK B-33, PAGE 57, ENTRY NUMBER 420719
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.70 ACRES, MORE OR LESS, BEING
ALL OF LOTS 36 AND 44 AND THE N/2 OF LOT 37 OF THE COUNTRY CLUB
SUBDIVISION IN THE NW/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1
EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .8333330
CROWN'S WORKING INTEREST .0000000

DEVELOPED LEASE NUMBER 211001

0659-0004 SOUTH CROWLEY PROSPECT

LEASE FROM MARJORIE LAWRENCE LASSEIGNE, AS LESSOR,
TO LAND RESOURCES INC., AS LESSEE,
DATED JANUARY 8, 1975, RECORDED IN BOOK 2-33, PAGE 61, ENTRY NUMBER 420720
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.65 ACRES, MORE OR LESS, BEING ALL
OF LOTS 33 AND 43 AND THE 1/2 OF LOT 37 OF COUNTRY CLUB SUBDIVISION
IN THE NW/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8333330
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0005A SOUTH CROWLEY PROSPECT

LEASE FROM B. C. DELAHOUSSEY, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED DECEMBER 7, 1978, RECORDED IN BOOK T 36, PAGE 678, ENTRY NO. 454520
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

AN UNDIVIDED .5000000 MINERAL INTEREST IN 0.84 ACRES, MORE OR LESS,
BEING ALL OF LOTS 27, 28, and 29 OF THE COUNTRY CLUB SUBDIVISION IN
THE NW/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.3750000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-00053 SOUTH CROWLEY PROSPECT

LEASE FROM WARREN LAFLEUR, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED DECEMBER 8, 1978, RECORDED IN BOOK T-36, PAGE 674, ENTRY NO. 454518
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

AN UNDIVIDED .5000000 MINERAL INTEREST IN 0.51 ACRES, MORE OR
LESS, BEING ALL OF LOTS 27 AND 28 OF THE COUNTRY CLUB SUBDIVISION

IN THE NW/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .3750000
CROWN'S WORKING INTEREST 1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0006 SOUTH CROWLEY PROSPECT

LEASE FROM WILLIAM J. CONNAWAY, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED DECEMBER 10, 1978, RECORDED IN BOOK T-36, PAGE 676, ENTRY NO. 454519
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.29 ACRES, MORE OR LESS, BEING
ALL OF LOT 51 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4 OF
SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .7500000
CROWN'S WORKING INTEREST 1.0000000

DEVELOPED LEASE NUMBER 211011

0659-0008 SOUTH CROWLEY PROSPECT

LEASE FROM DAVID ANTIS, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED APRIL 19, 1976, RECORDED IN BOOK G-34, PAGE 404, ENTRY NUMBER 429771
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.56 ACRES, MORE OR LESS, BEING
ALL OF LOTS 31 AND 32 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4
OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .8333330
CROWN'S WORKING INTEREST 1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0009

SOUTH CROWLEY

PROSPECT

LEASE FROM MOISE CORMIER, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED APRIL 14, 1976, RECORDED IN BOOK G-34, PAGE 416, ENTRY NO. 429774
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 8.84 ACRES, MORE OR LESS, BEING
PART OF THE NW/4 OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 8.84 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8333330
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0010

SOUTH CROWLEY

PROSPECT

LEASE FROM FREDERICK M. DELAHOUSSEY, ET AL, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED APRIL 14, 1976, RECORDED IN BOOK G-34, PAGE 412, ENTRY NO. 429773
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 9.92 ACRES, MORE OR LESS, BEING
PART OF THE NW/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 9.92 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8333330
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0011

SOUTH CROWLEY

PROSPECT

LEASE FROM EVERETT EAST WILD, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED APRIL 29, 1976, RECORDED IN BOOK G-34, PAGE 385, ENTRY NO. 429768
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.28 ACRES, MORE OR LESS, BEING

ALL OF LOT 30 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4 OF
SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .8333330
CROWN'S WORKING INTEREST 1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0012 SOUTH CROWLEY PROSPECT

LEASE FROM SIDNEY THIBODEAUX, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED APRIL 12, 1976, RECORDED IN BOOK G-39, PAGE 428, ENTRY NO. 429777
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 21.51 ACRES, MORE OR LESS, BEING
PART OF THE NE/4 OF SECTION 8, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 21.51 ACRES BEING THAT ACREAGE IN THE NE/4 INCLUDED IN
CONSERVATION ORDER NO. 544-E-8 DATED DECEMBER 1, 1978 AND
PERTAINING TO HAYES RE SU A UNIT RECORDED IN BOOK R-36, PAGE
143, ENTRY NO. 453465, CONVEYANCE RECORDS OF ACADIA PARISH,
LOUISIANA
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .8333330
CROWN'S WORKING INTEREST 1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0013A SOUTH CROWLEY PROSPECT

LEASE FROM THERESA PLAISANCE BARONET, ET AL, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED AUGUST 27, 1976, RECORDED IN BOOK S-34, PAGE 282, ENTRY NO. 433124
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

AN UNDIVIDED .8000000 MINERAL INTEREST IN 50.19 ACRES, MORE OR
LESS, BEING PART OF THE NE/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE
1 EAST; SAID 50.19 ACRES BEING THAT ACREAGE IN THE NE/4 INCLUDED IN
CONSERVATION ORDER NO. 544-E-8 DATED DECEMBER 1, 1978 AND
PERTAINING TO HAYES RE SU A UNIT RECORDED IN BOOK R-36, PAGE 143,
ENTRY NO. 453465, CONVEYANCE RECORDS OF ACADIA PARISH, LOUISIANA
FROM THE SURFACE DOWN TO 12,000 FEET

CROWN'S NET REVENUE INTEREST .6666664
CROWN'S WORKING INTEREST 1.0000000

DEVELOPED LEASE NUMBER 211001

0559-00138 SOUTH CROWLEY PROSPECT

LEASE FROM JOSEPH L. BARONET, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED AUGUST 27, 1976, RECORDED IN BOOK S-34, PAGE 294, ENTRY NO. 433126
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

AN UNDIVIDED .2000000 MINERAL INTEREST IN 50.19 ACRES, MORE OR
LESS, BEING PART OF THE NE/4 OF SECTION 9, TOWNSHIP 10 SOUTH,
RANGE 1 EAST; SAID 50.18 ACRES BEING THAT ACREAGE IN THE NE/4
INCLUDED IN CONSERVATION ORDER NO. 544-E-8 DATED DECEMBER 1, 1978
AND PERTAINING TO HAYES RF SU A UNIT RECORDED IN BOOK R-36, PAGE
143, ENTRY NO. 453465, CONVEYANCE RECORDS OF ACADIA PARISH,
LOUISIANA
FROM THE SURFACE DOWN TO 12,000 FEET

CROWN'S NET REVENUE INTEREST .1666666
CROWN'S WORKING INTEREST 1.0000000

DEVELOPED LEASE NUMBER 211001

0559-0014 SOUTH CROWLEY PROSPECT

LEASE FROM TOM TERRY MILLIKEN, ET AL, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED JULY 28, 1976, RECORDED IN BOOK S-34, PAGE 259, ENTRY NO. 433121
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 3.50 ACRES, MORE OR LESS, BEING
PART OF THE NW/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 3.50 ACRES BEING THAT ACREAGE IN THE NW/4 INCLUDED IN
CONSERVATION ORDER NO. 544-E-8 DATED DECEMBER 1, 1978 AND
PERTAINING TO HAYES RF SU A UNIT RECORDED IN BOOK R-36, PAGE 143,
ENTRY NO. 453465, CONVEYANCE RECORDS OF ACADIA PARISH, LOUISIANA
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .8333330
CROWN'S WORKING INTEREST 1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0015 SOUTH CROWLEY PROSPECT

LEASE FROM ST. MICHAELS CATHOLIC CHURCH, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED AUGUST 18, 1976, RECORDED IN BOOK S-34, PAGE 271, ENTRY NO. 433122
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
INSOFA AS AND ONLY INsofar AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 6.89 ACRES, MORE OR LESS, BEING PART
OF THE NW/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST; SAID
6.89 ACRES BEING THAT ACREAGE IN THE NW/4 INCLUDED IN CONSERVATION
ORDER NO. 544-E-8 DATED DECEMBER 1, 1978 AND PERTAINING TO HAYES RF
SU A UNIT RECORDED IN BOOK R-36 PAGE 143, ENTRY NO. 453465,
CONVEYANCE RECORDS OF ACADIA PARISH, LOUISIANA.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .8333330
CROWN'S WORKING INTEREST 1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0016 SOUTH CROWLEY PROSPECT

LEASE FROM BYRON GLEN MARQUART, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED NOVEMBER 24, 1976, RECORDED IN BOOK T-36, PAGE 666, ENTRY NO. 454515
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.29 ACRES, MORE OR LESS, BEING ALL
OF LOT 46 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4 OF SECTION 9,
TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .8333330
CROWN'S WORKING INTEREST 1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0017 SOUTH CROWLEY PROSPECT

LEASE FROM CIVIC DEVELOPMENT CORPORATION, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED DECEMBER 22, 1976, RECORDED IN BOOK A-35, PAGE 360, ENTRY NO. 435521
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 54.50 ACRES, MORE OR LESS, BEING PART
OF THE NE/4 OF SECTION 8 AND THE NW/4 OF SECTION 9, TOWNSHIP 10
SOUTH, RANGE 1 EAST; SAID 54.50 ACRES BEING THAT ACREAGE IN THE
NE/4 OF SECTION 8 AND THE NW/4 OF SECTION 9 THAT IS INCLUDED IN
CONSERVATION ORDER NO. 544-E-8 DATED DECEMBER 1, 1978 AND
PERTAINING TO HAYES RF SU A UNIT RECORDED IN BOOK R-36 PAGE 143,
ENTRY NO. 453465, CONVEYANCE RECORDS OF ACADIA PARISH, LOUISIANA.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8000000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0018	SOUTH CROWLEY	PROSPECT
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LEASE FROM JOE BEN HOLDEN, M.D., ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED MARCH 10, 1978, RECORDED IN BOOK B-36, PAGE 162, ENTRY NO. 446861
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.5 ACRES, MORE OR LESS, BEING ALL
OF LOTS 34 AND 35 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4 OF
SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST

CROWN'S NET REVENUE INTEREST	.7500000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0019	SOUTH CROWLEY	PROSPECT
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LEASE FROM LEO L. LEBLANC, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED MARCH 10, 1978, RECORDED IN BOOK B-36, PAGE 166, ENTRY NO. 446862
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.58 ACRES, MORE OR LESS, BEING ALL
OF LOTS 49 AND 50 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4 OF
SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.7500000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0020	SOUTH CROWLEY	PROSPECT
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LEASE FROM NERSHAL H. BEARD, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED FEBRUARY 27, 1978, RECORDED IN BOOK C-36, PAGE 205, ENTRY NO. 447333
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.29 ACRES, MORE OR LESS, BEING ALL
OF LOT 45 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4 OF SECTION 9,
TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.7500000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0021	SOUTH CROWLEY	PROSPECT
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LEASE FROM CITY OF CROWLEY, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED JUNE 13, 1978, RECORDED IN BOOK K-36, PAGE 549, ENTRY NO. 450801
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 4.37 ACRES, MORE OR LESS, BEING PART
OF THE NW/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST; SAID
4.37 ACRES BEING THAT ACREAGE IN THE NW/4 INCLUDED IN CONSERVATION
ORDER NO. 544-E-8 DATED DECEMBER 1, 1978 AND PERTAINING TO HAYES RF
SU A UNIT RECORDED IN BOOK R-36 PAGE 143, ENTRY NO. 453465,
CONVEYANCE RECORDS OF ACADIA PARISH, LOUISIANA.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.7500000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0022 SOUTH CROWLEY PROSPECT

LEASE FROM LLOYD NICKEL, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED NOVEMBER 8, 1978, RECORDED IN BOOK T-36, PAGE 685, ENTRY NO. 454523
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 3.55 ACRES, MORE OR LESS, BEING PART
OF THE NE/4 OF SECTION 8, TOWNSHIP 10 SOUTH, RANGE 1 EAST; SAID
3.55 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .7500000
CROWN'S WORKING INTEREST 1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0023 SOUTH CROWLEY PROSPECT

LEASE FROM BARTON W. FREELAND, SR., ET AL, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED DECEMBER 7, 1978, RECORDED IN BOOK T-36, PAGE 682, ENTRY NO. 454522
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.29 ACRES, MORE OR LESS, BEING ALL
OF LOT 47 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4 OF SECTION 9,
TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .7500000
CROWN'S WORKING INTEREST 1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0024 SOUTH CROWLEY PROSPECT

LEASE FROM KENNETH GOSS, SR., ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,

DATED DECEMBER 8, 1978, RECORDED IN BOOK T-36, PAGE 680, ENTRY NO. 454521
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.25 ACRES, MORE OR LESS, BEING ALL
OF LOT 48 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4 OF SECTION 9,
TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.7500000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0025	SOUTH CROWLEY	PROSPECT
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LEASE FROM RICHARD W. HOFFPAUIR, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED DECEMBER 11, 1978, RECORDED IN BOOK T-36, PAGE 672, ENTRY NO. 454517
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.34 ACRES, MORE OR LESS, BEING ALL
OF LOT 52 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4 OF SECTION 9,
TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.7500000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

LEASE NUMBERS 0659-0002 THROUGH 0659-0025, 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.

UNIT AGREEMENT 065901
HAYES RF SUA- BARONET #1-A
DATED 11-14-78 ESTABLISHED BY STATE OF
LOUISIANA, OFFICE OF CONSERVATION
ORDER #544-E-8 FILED 12-1-78 UNDER #453465
BOOK R-36, PAGE 143 -

CROWN'S UNIT WORKING INTEREST .9222357
CROWN'S UNIT NET REVENUE INTEREST .7641632

COVERS LEASES :

0659-0002	0659-0003	0659-0004	0659-0005A	0659-0005B
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0659-0006	0659-0006	0659-0009	0659-0010	0659-0011
0659-0012	0659-0013A	0659-0013B	0659-0014	0659-0015
0659-0016	0659-0017	0659-0018	0659-0019	0659-0020
0659-0021	0659-0022	0659-0023	0659-0024	0659-0025

GAS CONTRACT LA1-211A
DATED 7-10-78 GAS CONTRACT
PURCHASER: LOUISIANA INTRASTATE
COVERS LEASES :

0659-0002	0659-0003	0659-0004	0659-0005A	0659-0005B
0659-0006	0659-0008	0659-0009	0659-0010	0659-0011
0659-0012	0659-0013A	0659-0013B	0659-0014	0659-0015
0659-0016	0659-0017	0659-0018	0659-0019	0659-0020
0659-0021	0659-0022	0659-0023	0659-0024	0659-0025

ASSIGNMENT FROM LAND RESOURCES, INCORPORATED, AS TRANSFERRER, TO CROWN CENTRAL PETROLEUM CORPORATION, RECORDED IN BOOK J-33, PAGE 42, ENTRY NO. 422755 IN THE CONVEYANCE RECORDS OF ACADIA PARISH, LOUISIANA ON JUNE 4, 1975.

COVERS LEASES:

0659-0003 THROUGH 0659-0004

0659-0001	SOUTH CROWLEY	PROSPECT
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LEASE FROM JULES BARONET, JR., ET UX, AS LESSOR,
TO SAN JACINTO OIL & GAS CO., AS LESSEE,
DATED MAY 11, 1959, RECORDED IN BOOK T-18, PAGE 340, ENTRY NO. 304679
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 142.64 ACRES, MORE OR LESS, BEING (i) THE SW/4 OF SECTION 10 LESS AND EXCEPT 25 ACRES, MORE OR LESS, INCLUDED IN CONSERVATION ORDER NO. 544-E DATED SEPTEMBER 1, 1967 AND PERTAINING TO HAYES RD SU A UNIT RECORDED IN BOOK K-26, PAGE 714, ENTRY NO. 369447, CONVEYANCE RECORDS OF ACADIA PARISH, LOUISIANA; AND ALSO (ii) THE SE/4 OF SECTION 9 - BUT ONLY AS TO THAT ACREAGE IN THE SE/4 OF SECTION 9 LYING EAST OF THE EAST LINE OF CONSERVATION ORDER NO. 544-E-5 DATED DECEMBER 1, 1972 AND PERTAINING TO HAYES RD SU A UNIT RECORDED IN BOOK A-31, PAGE 507, ENTRY NO. 405129, CONVEYANCE RECORDS OF ACADIA PARISH, LOUISIANA; AND ALL BEING IN TOWNSHIP 10 SOUTH, RANGE 1 EAST
DEPTH A--ALL DEPTHS BELOW 12,120 FEET
DEPTH B--FROM 7,500 FEET DOWN TO 12,120 FEET

CROWN'S NET REVENUE INTEREST	.7812496	DEPTH A
CROWN'S OVERRIDING ROYALTY INTEREST	.0312500	DEPTH A
CROWN'S WORKING INTEREST	1.0000000	DEPTH A

CROWN'S NET REVENUE INTEREST .3234373 DEPTH B
CROWN'S WORKING INTEREST .4500000 DEPTH B

1.0000000 MINERAL INTEREST IN 25.00 ACRES, MORE OR LESS, BEING PART OF THE SW/4 OF SECTION 10; BUT ONLY AS TO THAT 25 ACRES IN THE SW/4 INCLUDED IN CONSERVATION ORDER NO. 544-E DATED SEPTEMBER 1, 1967 AND PERTAINING TO HAYES RA SU A UNIT RECORDED IN BOOK K-26, PAGE 714, ENTRY NO. 369447, CONVEYANCE RECORDS OF ACADIA PARISH, LOUISIANA, AND ALL BEING IN TOWNSHIP 10 SOUTH, RANGE 1 EAST
DEPTH A--FROM 7,500 FEET DOWN TO 12,000 FEET
DEPTH B--FROM ALL DEPTHS BELOW 12,000 FEET

CROWN'S NET REVENUE INTEREST .7187496 DEPTH A
CROWN'S WORKING INTEREST 1.0000000 DEPTH A
CROWN'S NET REVENUE INTEREST .7812496 DEPTH B
CROWN'S OVERRIDING ROYALTY INTEREST .0312500 DEPTH B
CROWN'S WORKING INTEREST 1.0000000 DEPTH B

1.0000000 MINERAL INTEREST IN 323.00 ACRES, MORE OR LESS, BEING ALL OF THE N/2 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 1 EAST
DEPTH A--FROM THE SURFACE DOWN TO 12,000 FEET
DEPTH B--ALL DEPTHS BELOW 12,000 FEET

CROWN'S NET REVENUE INTEREST .7187496 DEPTH A
CROWN'S WORKING INTEREST 1.0000000 DEPTH A
CROWN'S NET REVENUE INTEREST .7187496 DEPTH B
CROWN'S OVERRIDING ROYALTY INTEREST .0312500 DEPTH B
CROWN'S WORKING INTEREST 1.0000000 DEPTH B

DEVELOPED LEASE NUMBER 210121
DEVELOPED LEASE NUMBER 210070
DEVELOPED LEASE NUMBER 210130

0659-0026A SOUTH CROWLEY PROSPECT

LEASE FROM ABBIE J. BARONET, ET AL, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED SEPTEMBER 11, 1981, RECORDED IN BOOK P-40, PAGE 917, ENTRY NO. 489937
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
INsofar AND ONLY INsofar AS LEASE COVERS:

AN UNDIVIDED .8000000 MINERAL INTEREST IN 90.00 ACRES, MORE OR LESS, BEING PART OF THE NE/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST; SAID 90.00 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE.
FROM THE SURFACE DOWN TO 12,000 FEET

CROWN'S NET REVENUE INTEREST .6400000
CROWN'S WORKING INTEREST 1.0000000

ELOPED LEASE NUMBER 210130

0659-00268 SOUTH CROWLEY PROSPECT

LEASE FROM JOSEPH L. BARONET, ET AL, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED FEBRUARY 2, 1984, RECORDED IN BOOK N 42, PAGE 124, ENTRY NO. 506693
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

AN UNDIVIDED .2000000 MINERAL INTEREST IN 90.00 ACRES, MORE OR
LESS, BEING PART OF THE NE/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE
1 EAST; SAID 90.00 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE
LEASE.
FROM THE SURFACE DOWN TO THE GREATER OF 12,000 FEET OR THROUGH THE
BASE OF THE HAYES SAND FORMATION

CROWN'S NET REVENUE INTEREST	.1600000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 210130

0659-0027 SOUTH CROWLEY PROSPECT

LEASE FROM EUPHAMIE HUFF HORN, AS LESSOR,
TO BRYANT A. FEHLMAN, AS LESSEE,
DATED FEBRUARY 24, 1965, RECORDED IN BOOK O-24, PAGE 541, ENTRY NO. 351925
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 78.03 ACRES, MORE OR LESS, BEING PART
OF THE NE/4 OF SECTION OF 11, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 78.03 ACRES BEING THAT ACREAGE INCLUDED IN CONSERVATION ORDER
NO. 544-E DATED SEPTEMBER 1, 1967 AND PERTAINING TO HAYES RA SU A
UNIT RECORDED IN BOOK K-26, PAGE 714, ENTRY NO. 369447, CONVEYANCE
RECORDS OF ACADIA PARISH, LOUISIANA.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.7708330
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 210070

0659-0028

SOUTH CROWLEY

PROSPECT

LEASE FROM DONALD F. JAMEYSON, ET UX, AS LESSOR
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED OCTOBER 31, 1983, RECORDED IN BOOK E-42, PAGE 650, ENTRY NO. 503986
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 1.54 ACRES, MORE OR LESS, BEING PART
OF THE SE/4 SW/4 OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 1.54 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8000000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 210130

0659-0029

SOUTH CROWLEY

PROSPECT

LEASE FROM HARRY DONALD SPELL, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED OCTOBER 31, 1983, RECORDED IN BOOK E-42, PAGE 646, ENTRY NO. 503985
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.69 ACRES, MORE OR LESS, BEING PART
OF THE SE/4 SW/4 OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 0.69 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8000000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 210130

0659-0030

SOUTH CROWLEY

PROSPECT

LEASE FROM MOLEAR J. HANKS ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED NOVEMBER 4, 1983, RECORDED IN BOOK E-42, PAGE 643, ENTRY NO. 503984
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.29 ACRES, MORE OR LESS, BEING PART

OF THE SE/4 SE/4 OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 0.29 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8000000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 210130

0659-0031	SOUTH CROWLEY	PROSPECT
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LEASE FROM DONALD F. JAMEYSON ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED NOVEMBER 3, 1983, RECORDED IN BOOK E-42, PAGE 640, ENTRY NO. 503983
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.69 ACRES, MORE OR LESS, BEING PART
OF THE SE/4 SW/4 OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 0.69 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8000000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 210130

0659-0032	SOUTH CROWLEY	PROSPECT
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LEASE FROM EAST. J. SALTZMAN, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED NOVEMBER 4, 1983, RECORDED IN BOOK E-42, PAGE 636, ENTRY NO. 503982
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.22 ACRES, MORE OR LESS, BEING PART
OF THE SE/4 SW/4 OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 0.22 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8000000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 210130

0659-0033 SOUTH CROWLEY PROSPECT

LEASE FROM JOYCE GUIDREY TRAHAN, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED NOVEMBER 04, 1983, RECORDED IN BOOK E-42, PAGE 632, ENTRY NO. 503981
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.000000 MINERAL INTEREST IN 0.22 ACRES, MORE OR LESS, BEING PART
OF THE SE/4 SW/4 OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 0.22 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .80000000
CROWN'S WORKING INTEREST 1.00000000

DEVELOPED LEASE NUMBER 210130

0659-0034 SOUTH CROWLEY PROSPECT

LEASE FROM JOHN D. HUNTER, ET AL, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED OCTOBER 31, 1983, RECORDED IN BOOK E-42, PAGE 627, ENTRY NO. 503980
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 10.27 ACRES, MORE OR LESS, BEING PART
OF THE SW/4 SW/4 OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 10.27 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .80000000
CROWN'S WORKING INTEREST 1.00000000

DEVELOPED LEASE NUMBER 210130

0659-0035 SOUTH CROWLEY PROSPECT

LEASE FROM MARGARET HUESERS POTIER, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED NOVEMBER 8, 1983, RECORDED IN BOOK E-42, PAGE 624, ENTRY NO. 503979
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA

LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.30 ACRES, MORE OR LESS, BEING PART OF THE SE/4 SE/4 OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 1 EAST; SAID 0.30 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE. ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8000000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 210130

0659-0036A	SOUTH CROWLEY	PROSPECT
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LEASE FROM HAZEL KING FAULK, ET AL. AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED NOVEMBER 21, 1983, RECORDED IN BOOK E-42, PAGE 618, ENTRY NO. 503978
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

AN UNDIVIDED .7499672 MINERAL INTEREST IN 1.73 ACRES, MORE OR LESS, BEING PART OF THE SE/4 SW/4 OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST; SAID 1.73 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE. ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.5999738
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 210130

0659-0036B	SOUTH CROWLEY	PROSPECT
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LEASE FROM ALBERTA KING ALESHIRE, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED NOVEMBER 21, 1983, RECORDED IN BOOK E-42, PAGE 613, ENTRY NO. 503977
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

AN UNDIVIDED .2499672 MINERAL INTEREST IN 1.73 ACRES, MORE OR LESS, BEING PART OF THE SE/4 SW/4 OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST; SAID 1.73 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE. ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.1999738
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CROWN'S WORKING INTEREST

1.0000000

DEVELOPED LEASE NUMBER 210130

0659-0037A

SOUTH CROWLEY

PROSPECT

LEASE FROM MEDRICK MORGAN, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED NOVEMBER 21, 1983, RECORDED IN BOOK E-42, PAGE 608, ENTRY NO. 503976
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

AN UNDIVIDED .9000000 MINERAL INTEREST IN 1.73 ACRES, MORE OR
LESS, BEING PART OF THE SE/4 SW/4 OF SECTION 3, TOWNSHIP 10 SOUTH,
RANGE 1 EAST; SAID 1.73 ACRES BEING MORE PARTICULARLY DESCRIBED IN
THE LEASE.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .7200000
CROWN'S WORKING INTEREST 1.0000000

AN UNDIVIDED .5000000 MINERAL INTEREST IN 2.99 ACRES, MORE OR
LESS, BEING A PART OF THE SE/4 SE/4 SECTION 4, TOWNSHIP 10 SOUTH,
RANGE 1 EAST; SAID 2.99 ACRES BEING MORE PARTICULARLY DESCRIBED IN
THE LEASE.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .4000000
CROWN'S WORKING INTEREST 1.0000000

DEVELOPED LEASE NUMBER 210130

LEASE NUMBERS 0659-0001 THROUGH 0659-0037A, 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.

ASSIGNMENT FROM MARTH OIL COMPANY TO CROWN CENTRAL PETROLEUM CORPORATION DATED
AS OF OCTOBER 21, 1971 AND RECORDED IN VOLUME W-29, PAGE 1 IN THE CONVEYANCE
RECORDS OF ACADIA PARISH, LOUISIANA.

COVERS LEASE:
0659-0001 THROUGH 0659-0027

OPERATING AGREEMENT 065901
DATED 5-1-81

SOUTH CROWLEY AREA
CROWN CENTRAL PETROLEUM CORPORATION, HOME PETROLEUM, PATRICK
PETROLEUM AND AMERICAN QUASAR PETROLEUM
COVERS LEASE:
0659-0001

FARM-IN AGREEMENT 065901
DATED 11-13-64
CONTINENTAL OIL TO SUNSET INTERNATIONAL PETROLEUM CORPORATION
COVERS LEASE:
0659-0001

FARM-OUT AGREEMENT 065901
DATED 2-6-69
SUNSET INTERNATIONAL INTERNATIONAL PETROLEUM COMPANY TO LEE MILLS, LEE MILLS
ON 2-25-69 ASSIGNS INTEREST IN THIS
FARM OUT TO DAVIS OIL COMPANY
COVERS LEASE:
0659-0001

LETTER AGREEMENT 065901
DATED 11-13-64 LETTER AGREEMENT BETWEEN
CONTINENTAL OIL AND SUNSET INTERNATIONAL PETROLEUM COMPANY, AMENDMENT TO FARM
IN DATED 11-13-64
COVERS LEASE:
0659-0001

LETTER AGREEMENT 065902
DATED 12-17-74 LETTER AGREEMENT BETWEEN
SUNSET INTERNATIONAL PETROLEUM COMPANY AND LEE MILLS, LEE MILLS
TO RECEIVE PAYMENT AND OVERRIDING ROYALTY FOR SERVICES
COVERS LEASE:
0659-0001

LETTER AGREEMENT 065903
DATED 2-5-65 LETTER AGREEMENT BETWEEN
SUNSET INTERNATIONAL PETROLEUM COMPANY AND CONTINENTAL OIL, SUNSET
INTERNATIONAL PETROLEUM COMPANY HAS QUALIFIED FOR ASSIGNMENT UNDER FARM IN
DATED 11-13-64
COVERS LEASE:
0659-0001

LETTER AGREEMENT 065904
DATED 2-25-65 LETTER AGREEMENT BETWEEN
SUNSET INTERNATIONAL PETROLEUM COMPANY AND LEE MILLS, LEE MILLS TO RECEIVE
COMMISSION AND OVERRIDING ROYALTY INTEREST

COVERS LEASE:
0659-0001

LETTER AGREEMENT 065905
DATED 2-14-69 LETTER AGREEMENT BETWEEN
SUNSET INTERNATIONAL PETROLEUM COMPANY AND LEE MILLS, SUNSET INTERNATIONAL
PETROLEUM COMPANY CONSENTS TO LEE MILLS ASSIGNING FARM OUT
DATED 2-6-69 TO DAVIS OIL COMPANY
COVERS LEASE:
0659-0001

LETTER AGREEMENT 065906
DATED 2-25-69 LETTER AGREEMENT BETWEEN
LEE MILLS AND DAVIS OIL COMPANY, LEE MILLS CONVEYS FARM OUT DATED 2-06-69 TO
DAVIS OIL COMPANY
COVERS LEASE:
0659-0001

GAS CONTRACT LA1-210A
DATED 11-29-84 GAS CONTRACT
PURCHASER: LOUISIANA GAS SYSTEM
COVERS LEASES:

0659-0001	0659-0025A	0659-0026B	0659-0027	0659-0028
0659-0029	0659-0030	0659-0031	0659-0032	0659-0033
0659-0034	0659-0035	0659-0036A	0659-0036B	0659-0037A

OPERATING AGREEMENT 065902
DATED 9-1-67 OPERATING AGREEMENT
CROWLEY AREA-HAYES RA SU A CROWN CENTRAL PETROLEUM CORPORATION, ET AL
COVERS LEASES:
0659-0001 0659-0027

UNIT AGREEMENT 065902
HAYES RA SUA
DATED 9-1-67 ESTABLISHED BY ORDER #544-E
FILED UNDER #369447, BOOK K-26, PAGE 714

CROWN'S UNIT NET REVENUE INTEREST .4242660
CROWN'S UNIT WORKING INTEREST .5813410
COVERS LEASES:
0659-0001 0659-0027

OPERATING AGREEMENT 065903
DATED 3-1-85 OPERATING AGREEMENT
CAMERINA RES A SAND UNIT A BARONET NO. 7 (CROWLEY AREA)

CROWN CENTRAL PETROLEUM CORPORATION, ET AL (CROWN CENTRAL PETROLEUM CORPORATION, OPERATOR) SUPPLEMENT TO OFFICE OF CONSERVATION ORDER 544-D-1 FILED UNDER ORIGINAL ACCOUNT #509486 BOOK U-42 PAGE 516

CROWN'S UNIT NET REVENUE INTEREST .7333333
CROWN'S UNIT WORKING INTEREST .9860750

COVERS LEASES:

0659-0001	0659-0026A	0659-0026B	0659-0028	0659-0029
0659-0030	0659-0031	0659-0032	0659-0033	0659-0034
0659-0035	0659-0036A	0659-0036B	0659-0037A	

OPERATING AGREEMENT 065904

DATED 9-1-67 OPERATING AGREEMENT

OPERATOR: CROWN CENTRAL PETROLEUM CORPORATION, ET AL BARONET NO. 7 (CROWLEY AREA)

CAMERINA RES A SAND UNIT

COVERS LEASES:

0659-0001	0659-0026A	0659-0026B	0659-0028	0659-0029
0659-0030	0659-0031	0659-0033	0659-0034	0659-0035
0659-0036A	0659-0036B	0659-0037A		

BIENVILLE PARISH, LOUISIANA

BIENVILLE PARISH, LOUISIANA

EXHIBIT A

1172-C001

DRIS

SPECT

LEASE FROM LAVERNE WILLIAMS LANGLOIS, SSOP,
TO JOHN FRANKS, AS LESSEE,
DATED APRIL 18, 1966, RECORDED IN CONVEYANCE BOOK 282, PAGE 77,
REGISTRY NUMBER S-5793 OF THE RECORDS OF BIENVILLE PARISH, LOUISIANA;
AND CO-LESSORS AGREEMENT DATED MAY 2, 1966, LAVERNE WILLIAMS LANGLOIS WITH J. W.
LANGLOIS, RECORDED IN CONVEYANCE BOOK 281, PAGE 527, REGISTRY NUMBER S-5795 OF
THE RECORDS OF BIENVILLE PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 36.0 ACRES, MORE OR LESS,
BEING THE W/2 OF THE E/2 OF THE W/2 OF THE SW/4 OF SECTION 8, AND
THE WEST 37/100THS OF THE E/2 OF THE E/2 OF THE W/2
OF THE SW/4 OF SECTION 8, AND THE EAST 43/50THS OF THE E/2 OF THE
E/2 OF THE W/2 OF THE W/2 OF THE SW/4 OF SECTION 8,
TOWNSHIP 16 NORTH, RANGE 4 WEST
FROM THE SURFACE DOWN TO 9530 FEET

CROWN'S NET REVENUE INTEREST .1089617
CROWN'S WORKING INTEREST .1250000

DEVELOPED LEASE NUMBER 803502

1172-0002

DRISCOLL PROSPECT

LEASE FROM INA W. DONALDSON, AS LESSOR,
TO JOHN J. FRANKS, AS LESSEE,
DATED APRIL 18, 1966, RECORDED IN CONVEYANCE BOOK 282, PAGE 76,
REGISTRY NUMBER S-5792 OF THE RECORDS OF BIENVILLE PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 12.60 ACRES, MORE OR LESS,
BEING THE WEST 63/100THS OF THE W/2 OF THE W/2
OF THE W/2 OF THE SW/4, SECTION 8, TOWNSHIP 16 NORTH, RANGE 4 WEST
FROM THE SURFACE DOWN TO 9530 FEET

CROWN'S NET REVENUE INTEREST .1089617
CROWN'S WORKING INTEREST .1250000

DEVELOPED LEASE NUMBER 803502

1172-0003

DRISCOLL PROSPECT

LEASE FROM MARIE W. LANGLOIS, AS LESSOR,
TO JOHN J. FRANKS, AS LESSEE,
DATED APRIL 18, 1966, RECORDED IN CONVEYANCE BOOK 282, PAGE 74, REGISTRY NUMBER
S-5790 OF THE RECORDS OF BIENVILLE PARISH, LOUISIANA; AND CO-LESSORS AGREEMENT
DATED MAY 4, 1966, MARIE LANGLOIS WITH CLEMENT J. LANGLOIS, RECORDED IN
CONVEYANCE BOOK 281, PAGE 525. REGISTRY NUMBER S-5794 OF THE RECORDS OF
BIENVILLE PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 6.20 ACRES, MORE OR LESS,
BEING THE EAST 24/50THS OF THE W/2 OF THE E/2
OF THE W/2 OF THE W/2 OF THE SW/4 OF SECTION 8, AND THE WEST
7/50THS OF THE E/2 OF THE E/2 OF THE W/2 OF THE W/2 OF THE SW/4
OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 4 WEST
FROM THE SURFACE DOWN TO 9530 FEET

CROWN'S NET REVENUE INTEREST	.1089617
CROWN'S WORKING INTEREST	.1250000

DEVELOPED LEASE NUMBER 803502

1172-0004

DRISCOLL PROSPECT

LEASE FROM ROBERT R. WILLIAMS, AS LESSOR,
TO JOHN FRANKS, AS LESSEE,
DATED APRIL 15, 1966, RECORDED IN CONVEYANCE BOOK 282, PAGE 75,
REGISTRY NUMBER S-5791 OF THE RECORDS OF BIENVILLE PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 12.60 ACRES, MORE OR LESS,
BEING THE EAST 63/100THS OF THE E/2 OF THE E/2 OF
THE W/2 OF THE SW/4, SECTION 8, TOWNSHIP 16 NORTH, RANGE 4 WEST
FROM THE SURFACE DOWN TO 9530 FEET

CROWN'S NET REVENUE INTEREST	.1089617
CROWN'S WORKING INTEREST	.1250000

DEVELOPED LEASE NUMBER 80350

1172-0005

DRISCOLL PROSPECT

LEASE FROM ELLA MAE HASSELL, ET AL, AS LESSORS,
TO JOHN FRANKS, AS LESSEE,
DATED APRIL 21, 1966, RECORDED IN CONVEYANCE BOOK 282, PAGE 33,
REGISTRY NUMBER S-5616 OF THE RECORDS OF BIENVILLE PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERALS INTEREST IN 80 ACRES, MORE OR LESS,
BEING ALL OF THE E/2 OF THE SW/4, SECTION 8, TOWNSHIP 16 NOR
RANGE 4 WEST
FROM THE SURFACE DOWN TO 9530 FEET

CROWN'S NET REVENUE INTEREST	.1089617
CROWN'S WORKING INTEREST	.1250000

DEVELOPED LEASE NUMBER 803502

1172-0006

DRISCOLL PROSPECT

LEASE FROM DAVIS BROTHERS LUMBER COMPANY, LTD., AS LESSOR,
TO UNION PRODUCING COMPANY, AS LESSEE,
DATED JULY 27, 1959, RECORDED IN CONVEYANCE BOOK 233, PAGE 234,
REGISTRY NUMBER O-9079 OF THE RECORDS OF BIENVILLE PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 474.38 ACRES, MORE OR LESS,
BEING ALL OF THE N/2 AND THE SE/4, SECTION 8, TOWNSHIP 16 NORTH,
RANGE 4 EAST
FROM THE SURFACE DOWN TO 9530 FEET

CROWN'S NET REVENUE INTEREST	.1086911
CROWN'S WORKING INTEREST	.1250000

DEVELOPED LEASE NUMBER 803502

1172-0007

DRISCOLL PROSPECT

LEASE FROM LAVADA W. HARVILLE, AS LESSOR,
TO JOHN FRANKS, AS LESSEE,
DATED APRIL 18, 1966, RECORDED IN CONVEYANCE BOOK 282, PAGE 32,
REGISTRY NUMBER S-5615 OF THE RECORDS OF BIENVILLE PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 12.6 ACRES, MORE OR LESS,
BEING THE EAST 37/100THS OF THE W/2 OF THE WEST 1/2 OF
THE W/2 OF THE SW/4 OF SECTION 8, AND THE WEST 26/50THS OF THE
W/2 OF THE E/2 OF THE W/2 OF THE W/2 OF THE SW/4 OF
SECTION 8, TOWNSHIP 16 NORTH, RANGE 4 WEST
FROM THE SURFACE DOWN TO 9530 FEET

CROWN'S NET REVENUE INTEREST	.1089617
CROWN'S WORKING INTEREST	.1250000

DEVELOPED LEASE NUMBER 803502

LEASE NUMBERS 1172-0001 THROUGH 1172-0007, 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.

ASSIGNMENT FROM MARTH OIL COMPANY TO CROWN CENTRAL PETROLEUM CORPORATION DATED AS OF OCTOBER 21, 1971 AND RECORDED IN VOLUME 323, PAGE 502, REGISTRY NUMBER U-7749 IN THE CONVEYANCE RECORDS OF BIENVILLE PARISH, LOUISIANA.

THE ABOVE LEASE NUMBER 1172-0006 IS SUBJECT TO: A 1/3 OF 15/81 OVERRIDING ROYALTY INTEREST HERETOFORE CONVEYED TO VARIOUS PARTIES TOTALING 3.548437% OF 8/8 OF THE PRODUCTION FROM SAID LEASE.

THE ABOVE LEASE NUMBERS 1172-0001 THROUGH 1172-0005, INCLUSIVE, AND LEASE NUMBER 1172-0007 ARE SUBJECT TO: A 1/3 OF 15/70 OVERRIDING ROYALTY INTEREST HERETOFORE CONVEYED TO VARIOUS PARTIES TOTALING 1.851552% OF 8/8 OF THE PRODUCTION FROM SAID LEASES.

ASSIGNMENT OF WORKING INTEREST FROM SUNSET INTERNATIONAL MANAGEMENT COMPANY TO CROWN CENTRAL PETROLEUM CORPORATION, ET AL DATED SEPTEMBER 29, 1983 AND RECORDED IN BOOK 490, PAGE 17, REGISTRY NUMBER AB-3800 IN THE CONVEYANCE RECORDS OF BIENVILLE PARISH, LOUISIANA.

COVERS LEASES:

1172-0001	1172-0002	1172-0003	1172-0004	1172-0005
1172-0006	1172-0007			

ASSIGNMENT OF WORKING INTEREST FROM SUNSET INTERNATIONAL MANAGEMENT COMPANY TO CROWN CENTRAL PETROLEUM CORPORATION, ET AL DATED SEPTEMBER 29, 1983 AND RECORDED IN BOOK 490, PAGE 20, REGISTRY NUMBER 3801 IN THE CONVEYANCE RECORDS OF BIENVILLE PARISH, LOUISIANA.

COVERS LEASES:

1172-0001	1172-0002	1172-0003	1172-0004	1172-0005
1172-0006	1172-0007			

CORRECTIVE ASSIGNMENT OF WORKING INTEREST FROM SUNSET INTERNATIONAL MANAGEMENT COMPANY TO CROWN CENTRAL PETROLEUM CORPORATION, ET AL, DATED JANUARY 11, 1984, AND RECORDED IN BOOK 491, PAGE 938, REGISTRY NUMBER AB-5228 IN THE CONVEYANCE RECORDS OF BIENVILLE PARISH, LOUISIANA.

COVERS LEASES:

1172-0001	1172-0002	1172-0003	1172-0004	1172-0005
1172-0006	1172-0007			

FRANKS PETROLEUM, INC. AND PETROFUNDS
UPPER PETTIT SAND UNIT 1 (DAVIS BROTHERS LUMBER COMPANY NO. C-1 ALTERNATE)

CONSERVATION ORDER NO. 194-D-3
DATED MAY 21, 1984
FILE UNDER REGISTRY NUMBER AB-7203
CONVEYANCE BOOK 494, PAGE 737

CROWN'S UNIT NET REVENUE INTEREST .1044408
CROWN'S UNIT WORKING INTEREST .1250000

COVERS LEASES:
1172-0001 1172-0002 1172-0003 1172-0004 1172-0005
1172-0006 1172-0007

GAS CONTRACT #LA-103A
DATED JUNE 22, 1969, AS AMENDED
PURCHASER: UNITED GAS PIPELINE COMPANY
COVERS LEASES:

1172-0001 1172-0002 1172-0003 1172-0004 1172-0005
1172-0006 1172-0007

CLAIBORNE PARISH, LOUISIANA

CLAIBORNE PARISH, LOUISIANA
EXHIBIT A

#0026-0001

A 100% INTEREST IN 10.5 ACRES, MORE OR LESS, DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT WHERE THE KAYNES TAYLOR ROAD CROSSES THE
SECTION LINE BETWEEN SECTION 30, TOWNSHIP 20 NORTH, RANGE 8 WEST, AND
SECTION 1, TOWNSHIP 20 NORTH, RANGE 8 WEST, RUN EAST 660 FEET, THENCE
NORTH 660 FEET, THENCE WEST TO THE BEGINNING OF TAYLOR ROAD, THENCE
SOUTH ALONG SAID ROAD TO THE POINT OF BEGINNING, AND BEING THE SAME
INTEREST CONVEYED BY G. M. SPIEGEL ET AL TO WHITE OIL CORPORATION, BY
DEED DATED DECEMBER 23, 1919, RECORDED IN VOLUME 17, PAGE 104 OF THE
RECORDS OF CLAIBORNE PARISH, LOUISIANA.

#0482-0001

AN UNDIVIDED 1/44 INTEREST IN 517.00 ACRES, MORE OR LESS, DESCRIBED AS FOLLOWS:

TOWNSHIP 21 NORTH, RANGE 8 WEST

SECTION 10: NE/4 NE/4, N/2 SE/4 NE/4;

SECTION 11: SW/4 NW/4, N/2 SW/4, N/2 SE/4 SW/4;

SECTION 14: W/2 SE/4, E/2 E/2 SW/4, SW/4 SW/4;
LESS AND EXCEPT A 3.0 ACRE TRACT OUT OF THE W/2 OF THE SE/4 OF
SECTION 14, AND BEING THAT CERTAIN 3.0 ACRE TRACT DONATED BY
JAMES BRIDGMAN TO COAL SPRINGS CHURCH ON SEPTEMBER 6, 1913;
DESCRIBED AS BEGINNING 70 YARDS WEST OF THE NORTHEAST CORNER
OF THE NW/4 OF THE SE/4 OF SECTION 14; THENCE GO WEST 70 YARDS
ALONG THE NORTH LINE OF THE NW/4 OF THE SE/4, THENCE SOUTH 140
YARDS, THENCE EAST 70 YARDS, THENCE NORTH 140 YARDS TO THE
PLACE OF BEGINNING AND CONTAINING 2.02 ACRES, BUT CALLED 3.0
ACRES.

SECTION 23: W/2 NW/4, NW/4 SW/4;

AND BEING THE SAME INTEREST CONVEYED BY WHITE OIL CORPORATION TO UNITED CENTRAL
OIL CORPORATION BY CONVEYANCE DATED DECEMBER 27, 1923, RECORDED IN VOLUME 46,
PAGE 354 OF THE RECORDS OF CLAIBORNE PARISH, LOUISIANA.

EVANGELINE PARISH, LOUISIANA

EVANGELINE PARISH, LOUISIANA
EXHIBIT A

0158-0001 VILLE PLATTE PROSPECT

LEASE FROM MOISE E. ORTEGO, ET UX, AS LESSOR,
TO HARRY LUCAS, AS LESSEE,
DATED SEPTEMBER 8, 1937, RECORDED IN VOLUME 16, PAGE 288, ENTRY NO. 53441
IN THE OFFICE OF THE PARISH CLERK OF
EVANGELINE PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 42.50 ACRES BEING PART OF
SECTIONS 1, 38 & 39, TOWNSHIP 4 SOUTH, RANGE 2 EAST,
SECTION 52, TOWNSHIP 3 SOUTH, RANGE 2 EAST, AND BEING MORE
PARTICULARLY DESCRIBED IN THE LEASE.
ALL DEPTHS

CROWN'S OVERRIDING ROYALTY INTEREST .109375000

DEVELOPED LEASE NUMBER 039032

LEASE NUMBER 0158-0001 AS DESCRIBED ABOVE IS SUBJECT TO THE FOLLOWING MATTERS,
TO THE EXTENT AND ONLY TO THE EXTENT THE SAME IS VALID AND SUBSISTING AND
AFFECT SAID LEASE.

ASSIGNMENT OF OIL, GAS AND MINERAL LEASE FROM HARRY LUCAS AND HERBERT DISHMAN
TO CROWN CENTRAL PETROLEUM CORPORATION DATED JULY 29, 1940, RECORDED IN
CONVEYANCE BOOK B-51 PAGE 438 ENTRY NUMBER 67321, PARISH, RECORDS, EVANGELINE
PARISH, LOUISIANA.

COVERS LEASE:
0158-0001

FARM-OUT AGREEMENT NUMBER FO-015801
1-09-41 FARMOUT AGREEMENT
VILLE PLATTE AREA CROWN CENTRAL PETROLEUM CORPORATION TO GEORGE LILLY
RESERVING 1/8 OF 7/8 OVERRIDING ROYALTY INTEREST
COVERS LEASE:
0158-0001

UNIT AGREEMENT NUMBER UN-015801
9-01-50 UNIT AGREEMENT
VILLE PLATTE AREA OPERATOR: CONOCO
CROWN'S OVERRIDING ROYALTY INTEREST OF .109375 IS IN TOTAL PRODUCTION FROM
THE UNIT, ALTHOUGH CROWN'S LEASED ACREAGE (DESCRIBED AS TRACT 103) IS PARTIAL
ACREAGE WITHIN THE UNIT.
COVERS LEASE:
0158-0001

IBERIA PARISH, LOUISIANA

IBERIA PARISH, LOUISIANA
EXHIBIT A

#0017-0001

AN UNDIVIDED 50% INTEREST IN 400.00 ACRES, MORE OR LESS, DESCRIBED AS
FOLLOWS:

160.00 ACRES, BEING THE NE/4 OF SECTION 38; 160.00 ACRES, BEING THE
NW/4 OF SECTION 39; AND 80.00 ACRES, BEING THE N/2 OF SW/4 OF
SECTION 39; ALL IN TOWNSHIP 13 SOUTH, RANGE 6 EAST

AND BEING THE SAME INTEREST CONVEYED BY BERTRAM, GRISCOM & CO. TO WHITE OIL
COMPANY BY DEED DATED JULY 18, 1922, RECORDED IN VOLUME 100, PAGE 21 OF THE
RECORDS OF IBERIA PARISH, LOUISIANA.

OCS LEASES

OCS LEASES
EXHIBIT A

0678-0001

PYRITE

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-2825) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, DATED NOVEMBER 15, 1974.
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 781.25 ACRES BEING
E/2 E/2 SW/4, W/2 W/2 SE/4, E/2 SW/4 SE/4,
BLOCK 65, WEST CAMERON AREA, OCS OFFICIAL LEASING MAP,
LOUISIANA MAP NUMBER 1.
DEPTH A = FROM THE SURFACE DOWN TO 13,679 FEET
DEPTH B = FROM 13,679 FEET AND ALL DEPTHS BELOW

CROWN'S NET REVENUE INTEREST	.0184507 DEPTH A
CROWN'S WORKING INTEREST	.0222860 DEPTH A
CROWN'S NET REVENUE INTEREST	.0172523 DEPTH B
CROWN'S WORKING INTEREST	.0208330 DEPTH B

1.0000000 MINERAL INTEREST IN 4218.75 ACRES BEING
N/2, W/2 SW/4, W/2 E/2 SW/4, E/2 SE/4, E/2 NW/4 SE/4
WEST CAMERON AREA, BLOCK 65, OCS OFFICIAL LEASING MAP,
LOUISIANA MAP NUMBER 1.
ALL DEPTHS

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

DEVELOPED LEASE NUMBER 045010
DEVELOPED LEASE NUMBER 045020

LEASE NUMBER 0678-0001, 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 067801

OPERATING AGREEMENT NUMBER 067801, DATED 12-1-74 BETWEEN SHELL OIL COMPANY, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL, AND AS AMENDED BY LETTER AGREEMENT DATED 12-15-77.
COVERS LEASE:
0678-0001

LETTER AGREEMENT NUMBER 067801

LETTER AGREEMENT NUMBER 067801, DATED 12-5-74, BETWEEN SHELL OIL COMPANY AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.
COVERS LEASE:

0678-0001

LETTER AGREEMENT NUMBER 067802

LETTER AGREEMENT NUMBER 067802, DATED 8-29-77 BETWEEN SHELL OIL COMPANY, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.

COVERS LEASE:
0678-0001

LETTER AGREEMENT NUMBER 067803

LETTER AGREEMENT NUMBER 067803, DATED 10-3-77, BETWEEN FLORIDA, NOW CALLED THE CONTINENTAL GROUP AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.

COVERS LEASE:
0678-0001

LETTER AGREEMENT NUMBER 067805

LETTER AGREEMENT NUMBER 067805, DATED 6-8-79 BETWEEN FLORIDA GAS, NOW CALLED THE CONTINENTAL GROUP EXPLORATION COMPANY AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.

COVERS LEASE:
0678-0001

GAS CONTRACT NUMBER LA1-045A

GAS CONTRACT NUMBER LA1-045A, DATED 12-23-80, PURCHASER: TRANS-CONTINENTAL GAS

COVERS LEASE:
0678-0001

GAS CONTRACT NUMBER LA1-045B

GAS CONTRACT NUMBER LA1-045B, DATED 12-10-80, PURCHASER: FLORIDA GAS, NOW CALLED THE CONTINENTAL GROUP

COVERS LEASE:
0678-0001

0679-0001

HORNET

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4424) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE DATED OCTOBER 27, 1980.

LEASE COVERS:

1.0000000 MINERAL INTEREST IN 5204.83 ACRES BEING
ALL OF BLOCK 221, 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 0679-0001, 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 067901

OPERATING AGREEMENT NUMBER 067901, DATED 11-1-80, BETWEEN SHELL OIL COMPANY, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.

COVERS LEASE:
0679-0001

0680-0001	KRAIT	PROSPECT
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LEASE (USA LEASE NUMBER OCS-G-2892) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, DATED NOVEMBER 15, 1974.
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 2302.24 ACRES BEING
ALL OF BLOCK 10, EUGENE ISLAND AREA, OCS OFFICIAL LEASING MAP, LOUISIANA MAP NUMBER 4. BEING THAT PORTION LOCATED MORE THAN ONE FOOT SEAWARD OF THE THIRD SUPPLEMENTAL DEGREE LINE (404 U.S. 388 (DECEMBER 20, 1971)).
ALL DEPTHS

CROWN'S OVERRIDING ROYALTY INTEREST .0010416

LEASE NUMBER 0680-0001, 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.

FARMOUT AGREEMENT NUMBER 068001

FARMOUT AGREEMENT NUMBER 068001, DATED 11-1-79, FROM SHELL OIL COMPANY, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL, TO TRANSCO EXPLORATION COMPANY.

COVERS LEASE:
0680-0001

0681-0001	HOBBIT	PROSPECT
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LEASE (USA LEASE NUMBER OCS-G-5044) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OFFSHORE INCORPORATED, ET AL, AS LESSEE, DATED MARCH 5, 1982.
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 5141.14 ACRES BEING
ALL OF BLOCK 259, SHIP SHAAL AREA, SOUTH ADDITION,
OCS LEASING MAP, LOUISIANA MAP NUMBER 5A.
ALL DEPTHS

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

0681-0002 HOBBIT PROSPECT

LEASE (USA LEASE NUMBER OCS-G-5560) FROM UNITED STATES OF AMERICA, AS LESSOR TO SHELL OFFSHORE INCORPORATED, ET AL, AS LESSEE, DATED JUNE 17, 1983.
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 5000.00 ACRES BEING
ALL OF BLOCK 258, SHIP SHOAL AREA, SOUTH ADDITION,
OCS LEASING MAP, LOUISIANA MAP NUMBER 5A.
ALL DEPTHS

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

LEASE NUMBERS 0681-0001 THROUGH 0681-0002, 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 068101

OPERATING AGREEMENT NUMBER 068101, DATED 4-1-82 BETWEEN SHELL OFFSHORE, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORAT ET AL.
COVERS LEASES:

0681-0001
0681-0002

0762-0001 SOUTH WASP PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4101) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, DATED SEPTEMBER 13, 1979.
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 5000.00 ACRES BEING
ALL OF BLOCK 240, EAST CAMERON AREA, SOUTH ADDITION,
AS SHOWN ON OCS OFFICIAL LEASING MAP, LOUISIANA MAP NUMBER 24.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .0347222
CROWN'S WORKING INTEREST .0416667

DEVELOPED LEASE NUMBER 043010
DEVELOPED LEASE NUMBER 043011

LEASE NUMBER 0762-0001, 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.

LETTER AGREEMENT NUMBER 076203, DATED 9-13-79, BETWEEN SHELL OIL COMPANY AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.
COVERS LEASE:
0762-0001

OPERATING AGREEMENT NUMBER 076201

OPERATING AGREEMENT, DATED 10-1-79, BETWEEN SHELL OIL COMPANY, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.
COVERS LEASE:
0762-0001

GAS CONTRACT NUMBER LA1-043B

GAS CONTRACT NUMBER LA1-043B, DATED 3-15-84, PURCHASER: TEXAS EASTERN TRANSMISSION
COVERS LEASE:
0762-0001

0763-0001

HOOKER

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4125) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, DATED SEPTEMBER 13, 1979.
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 1738.82 ACRES BEING THAT PORTION OF BLOCK 37, MAIN PASS AREA, LOCATED IN ZONE 2 AS THAT ZONE IS DEFINED IN THE INTERIM AGREEMENT, DATED 10-12-56 BETWEEN THE UNITED STATES OF AMERICA AND STATE OF LOUISIANA AND THAT PORTION OF BLOCK 56, BRETON SOUND AREA, LOCATED IN ZONE 3 AS THAT ZONE IS DEFINED IN THE INTERIM AGREEMENT, DATED 10-12-56 BETWEEN THE UNITED STATES OF AMERICA AND STATE OF LOUISIANA, AS SHOWN ON OCS LEASING MAP, LOUISIANA MAP NUMBER 10.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.0260416
CROWN'S WORKING INTEREST	.0312500

LEASE NUMBER 0763-0001, 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 076301

OPERATING AGREEMENT NUMBER 076301, DATED 10-1-79, BETWEEN SHELL, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL

COVERS LEASE:
0763-0001

LETTER AGREEMENT NUMBER 076301

LETTER AGREEMENT NUMBER 076301, DATED 9-6-83, WAIVER OF PREFERENTIAL RIGHT TO PURCHASE. FLORIDA EXPLORATION COMPANY, CONVEYED THEIR INTEREST TO THE CONTINENTAL GROUP
COVERS LEASE:
0763-0001

GAS CONTRACT NUMBER LA1-047A

GAS CONTRACT NUMBER LA1-047A, DATED 5-13-82. PURCHASER: TENNESSEE GAS
COVERS LEASE:
0763-0001

DEVELOPED LEASE NUMBER 047010

0764-0001

CHEETAH

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4126) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, DATED SEPTEMBER 13, 1979.
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 4999.96 ACRES BEING
ALL OF BLOCK 310, MAIN PASS AREA, SOUTH AND EAST ADDITION,
AS SHOWN ON OCS OFFICIAL LEASING MAP, LOUISIANA MAP NUMBER 10A.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.0347222
CROWN'S WORKING INTEREST	.0416666

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 0764-0001, 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.

UNIT AGREEMENT NUMBER 076401

UNIT AGREEMENT NUMBER 076401, DATED 7-1-84, BETWEEN CONOCO, ET AL, AND SHELL OFFSHORE, ET AL, WITH SHELL AS OPERATOR, COVERING PART OF CONOCO'S BLOCK 304 AND SHELL'S, ET AL, BLOCK 303 INsofar AND ONLY INsofar AS BLOCK 303 COVERS 1874.39 ACRES.

CROWN'S UNIT WORKING INTEREST	.0368835
CROWN'S UNIT NET REVENUE INTEREST	.0307357

COVERS LEASE:

0764-0001

OPERATING AGREEMENT NUMBER 076401

OPERATING AGREEMENT NUMBER 076401, DATED 10-1-79, BETWEEN SHELL OFFSHORE, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.

COVERS LEASE:

0764-0001

GAS CONTRACT NUMBER LA1-048A

GAS CONTRACT NUMBER LA1-048A, DATED 10-9-84. PURCHASER: SOUTHERN NATURAL GAS

COVERS LEASE:

0764-0001

DEVELOPED LEASE NUMBER 048010

0808-0001

ABBY

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4496) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, DATED OCTOBER 27, 1980.

LEASE COVERS:

1.00000000 MINERAL INTEREST IN 5760.00 ACRES BEING
ALL OF BLOCK 24, VIOSCA KNOLL, AS SHOWN ON OCS OFFICIAL
PROTRACTION DIAGRAM, NH 16-7.
ALL DEPTHS

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

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.

0808-0002

ABBY

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4497) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, DATED OCTOBER 27, 1980.

LEASE COVERS:

1.00000000 MINERAL INTEREST IN 5760.00 ACRES BEING
ALL OF BLOCK 68, VIOSCA KNOLL, AS SHOWN ON OCS OFFICIAL
PROTRACTION DIAGRAM, NH 16-7.
ALL DEPTHS

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

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 NUMBERS 0808-0001 THROUGH 0808-0002, 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 080801

OPERATING AGREEMENT NUMBER 080801, DATED 11-1-80, BETWEEN SHELL OFFSHORE, AS OPERATOR, FLORIDA EXPLORATION COMPANY, NOW CALLED THE CONTINENTAL GROUP, FLUOR OIL AND GAS, CROWN CENTRAL PETROLEUM CORPORATION, MAPCO, STRATA ENERGY, NOW CALLED NATURAL RESOURCE MANAGEMENT AND OCFOGO. INTEREST OF SHELL AND OCFOGO CHANGES AT 10,800 FEET.

COVERS LEASES:

0808-0001

0808-0002

0809-0001

ANGIE

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4495) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, DATED OCTOBER 16, 1980.
LEASE COVERS.

1.00000000 MINERAL INTEREST IN 5000.00 ACRES BEING
ALL OF BLOCK 32, CHANDELEUR SOUND AREA, AS SHOWN ON OCS
LEASING MAP, LOUISIANA MAP NUMBER 11.
ALL DEPTHS

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

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 0809-0001, 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 080901

OPERATING AGREEMENT NUMBER 080901, DATED 11-1-80, BETWEEN SHELL OFFSHORE, AS OPERATOR, FLORIDA EXPLORATION COMPANY, NOW CALLED THE CONTINENTAL GROUP, FLUOR OIL AND GAS CROWN CENTRAL PETROLEUM CORPORATION, MAPCO INCORPORATED, STRATA ENERGY, NOW CALLED NATURAL RESOURCE MANAGEMENT, AND OCFOGO.

COVERS LEASE:

0809-0001

0810-0001 SOUTHEAST AUGITE PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4378) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, DATED OCTOBER 16, 1980.
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 5000.00 ACRES BEING
ALL OF BLOCK 14, SABINE PASS AREA, AS SHOWN ON OCS LEASING
MAP, LOUISIANA MAP NUMBER 12.
ALL DEPTHS

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

LEASE NUMBER 0810-0001, 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 081001

OPERATING AGREEMENT NUMBER 081001, DATED 11-1-80 BETWEEN SHELL OFFSHORE, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL. COVERS LEASE:
0810-0001

0837-0001 EAST RIDGE PROSPECT

LEASE (USA LEASE NUMBER OCS-G-5047) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OFFSHORE INCORPORATED, ET AL, AS LESSEE, DATED MARCH 5, 1982.
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 5000.00 ACRES BEING
ALL OF BLOCK 25, SOUTH PELTO AREA, OCS LEASING MAP,
LOUISIANA MAP NUMBER 6.
ALL DEPTHS

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

LEASE NUMBER 0837-0001, 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 083701

OPERATING AGREEMENT NUMBER 083701, DATED 4-1-82, BETWEEN SHELL OFFSHORE, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.
COVERS LEASE:
0837-0001

0838-0001

MANX

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-5052) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OFFSHORE INCORPORATED, ET AL, AS LESSEE, DATED MARCH 5, 1982.
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 5000.00 ACRES BEING
ALL OF BLOCK 83, SOUTH PASS AREA, SOUTH AND EAST ADDITION,
OCS LEASING MAP, LOUISIANA MAP NUMBER 9A.
ALL DEPTHS

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

LEASE NUMBER 0838-0001, 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 083801

OPERATING AGREEMENT NUMBER 083801, DATED 4-1-82, BETWEEN SHELL OFFSHORE, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.
COVERS LEASE:
0838-0001

0855-0001

MUSCOVITE

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4390) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, DATED OCTOBER 27, 1980.
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 5000.00 ACRES BEING
ALL OF BLOCK 167, WEST CAMERON AREA, AS SHOWN ON OCS
LEASING MAP, LOUISIANA MAP NUMBER 1.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.0216350
CROWN'S WORKING INTEREST	.0258621

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 0855-0001, 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 085501

OPERATING AGREEMENT NUMBER 085501, DATED 11-1-80, BETWEEN SHELL OIL COMPANY, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.

COVERS LEASE:
0855-0001

0856-0001 WEST ONYX PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4085) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, DATED SEPTEMBER 13, 1979.
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 5000.00 ACRES BEING
ALL OF BLOCK 170, WEST CAMERON AREA, AS SHOWN ON OCS
OFFICIAL LEASING MAP, LOUISIANA MAP NUMBER 1.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .0347222
CROWN'S WORKING INTEREST .0416667

0856-0002 WEST ONYX PROSPECT

LEASE (USA LEASE NUMBER OCS-G-5284) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OFFSHORE, INCORPORATED ET AL, AS LESSEE, DATED JUNE 20, 1980.
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 5000.00 ACRES BEING
ALL OF BLOCK 169, WEST CAMERON AREA, OCS LEASING MAP,
LOUISIANA MAP NUMBER 1.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .0347222
CROWN'S WORKING INTEREST .0416667

LEASE NUMBERS 0856-0001 THROUGH 0856-0002, 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 085601

OPERATING AGREEMENT, DATED 10-1-79, BETWEEN SHELL OIL COMPANY, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.

COVERS LEASES:
0856-0001
0856-0002

0857-0001 NORTH BRUCITE PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4397) FROM UNITED STATES OF AMERICA, AS LESSOR,
TO SHELL OIL COMPANY, ET AL, AS LESSEE, DATED OCTOBER 27, 1980.
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 5000.00 ACRES BEING
ALL OF BLOCK 291, WEST CAMERON AREA, WEST ADDITION, AS
SHOWN ON OCS LEASING MAP, LOUISIANA MAP NUMBER 1A.
ALL DEPTHS

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

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 0857-0001, 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 085701 OPERATING AGREEMENT NUMBER 085701, DATED
11-1-80, BETWEEN SHELL OIL, AS OPERATOR, FLORIDA EXPLORATION COMPANY, NOW CALLED
THE CONTINENTAL GROUP, FLUOR OIL AND GAS, CROWN CENTRAL PETROLEUM CORPORATION,
MAPCO, STRATA ENERGY, NOW CALLED NATURAL RESOURCE MANAGEMENT AND OCFOGO,
INCORPORATED.

COVERS LEASE:
0857-0001

LETTER AGREEMENT NUMBER 085701

LETTER AGREEMENT NUMBER 085701, DATED 6-11-81, CROWN CENTRAL PETROLEUM
CORPORATION AGREES TO PARTICIPATE IN NORTH BRUCITE EXPLORATION PLAN.

COVERS LEASE:
0857-0001

0859-0001

BERTHA

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4762) FROM UNITED STATES OF AMERICA, AS LESSOR, TO
SHELL OIL COMPANY, ET AL, AS LESSEE, DATED AUGUST 14, 1981.
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 5362.33 ACRES BEING
ALL OF BLOCK 287, 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

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, DATED AUGUST 14, 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 CENTRA 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, DATED SEPTEMBER 13, 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, OCFEGO, 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 HORNET PROSPECT

LEASE (USA LEASE NUMBER OCS-G-5425) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, DATED JUNE 17, 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, DATED OCTOBER 27, 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 .1034481

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, DATED JUNE 27, 1975.
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 4138.89 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, DATED NOVEMBER 15, 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 LA1-0400, 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, DATED NOVEMBER 13, 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, DATED NOVEMBER 13, 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, DATED MARCH 5, 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

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 JUNE, 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 32 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 1272.75 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 SOUTHWEST CORNER OF A TRACT OF LAND SOLD BY D. W. HARREL, 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, THENCE RUN IN A WESTERLY DIRECTION ON THE SOUTH LINE OF THE LAND SOLD BY D. W. HARREL, TO B. W. FRANKLIN 150 FEET TO CORNER; THENCE IN A SOUTHERLY DIRECTION PARALLEL WITH PARK STREET 150 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.

25052

BROADHURST, BROOK, MANGHAM & HARDY

ATTORNEYS AND COUNSELORS AT LAW

SUITE 1400 THE FIRST NATIONAL BANK BUILDING

566 JEFFERSON STREET

P. O. DRAWER 2570

LAFAYETTE, LOUISIANA 70502

(504) 233-0200

770 NORTH STREET
POST OFFICE BOX 3551
BATON ROUGE, LOUISIANA 70821
(504) 348-0600

SUITE 304
1730 PENNSYLVANIA AVENUE N.W.
WASHINGTON, D.C. 20006
(202) 628-6303

SUITE 1511
F.R.S. CITY TOWER
1001 FANNIN STREET
HOUSTON, TEXAS 77002
(713) 650-1464

SUITE 2600
400 Poydras Street
NEW ORLEANS, LOUISIANA 70130
(504) 588-0542

August 6, 1985

WILLIAM J. BROADHURST
JACK PIERCE B. D.
MICHAEL B. MANU, M.
GEORGE W. HARDY III
WILLIAM F. BAILEY
DONALD JAMES LABALIVE
MARGARET MARAIST RITCHIE
JOHN F. SCHLUPP
DON S. SMITH
EMILEY MOFFETT III
SHEILA S. HOLLIS
CHARLES R. MINYARD
WALLACE J. HENDERSON
ROBERT L. BOYSE
WILLIAM C. CONLY
MICHAEL G. OGLESBEE
QUINCY THOMAS HINTON JR.
RAYMOND S. SHULLAW
MICHAEL J. O'SHEE
J. KENTON PARSONS
MICHEL F. BERTUCCI
JAMES LOWELL LANDRY JR.
VICTORIA REGGIE RACUN
DONNA D. FRAICHE
PAUL MICHAEL LULLEN
CHARLES C. ZATARAIN III
ROBERT F. HIRASUNAK
PETER MARTIN WITKAMP
RICHARD B. WILKINS JR.
LOUIS R. DAVIS
WILLIAM L. GOODE
WILLIAM H. SMITH JR.
ROBERT L. LECHE
H. DILLON MURCHISON
KENNETH A. GOODWIN
HERMAN E. GARNER JR.
DANIELLE M. LOMBARDI
SAMUEL E. MASUN
PAUL T. GALLAGHER
MARY G. CHARRIS
JOHN D. BRASHER JR.
ELIZABETH JANE MERCHANT
CHRISTINE A. MARCH
JOHN F. RADDEI
JOHN A. MILLER
MICHAEL A. TOWNS JR.
DOUGLAS F. REID
RANDALL A. FARR
DAVID A. AYMOND
WILLIAM M. HUDSON III
M. STEVE SMITH
WILLIAM D. HARRLAND JR.
JAN L. WHITEHEAD
CHRISTOPHER C. MATCHETT
MARY ELIZABETH FUCHS
JANICE M. HORNBY
RICHARD ERNEST SANTORA
KATHLEEN M. BARRE
W. MARK CLAUDEL
JOHN LYLE HENCHY
GLEN SCOTT LOVE
KAREN M. WORTHINGTON
VERONICA PORTERIOUS MARTZELL
PHYLLIS D. CARNALLA

NOT ADMITTED IN LOUISIANA

United States Department
of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
P. O. Box 7944
Metairie, Louisiana 70010

Attention: LE-3-1 Ms. Boehm

Re: Leaces	OCS-G 4762	OCS-G 5598
	OCS-G 4763	OCS-G 5622
	OCS-G 4900	OCS-G 5646
	OCS-G 4901	OCS-G 5700
	OCS-G 5008	OCS-G 5718
	OCS-G 5044	OCS-G 5719
	OCS-G 5047	OCS-G 5720
	OCS-G 5052	OCS-G 5722
	OCS-G 5195	OCS-G 5723
	OCS-G 5278	OCS-G 5724
	OCS-G 5294	OCS-G 5728
	OCS-G 5315	OCS-G 5729
	OCS-G 5328	OCS-G 6822
	OCS-G 5359	OCS-G 6823
	OCS-G 5408	OCS-G 6824
	OCS-G 5496	OCS-G 7779
	OCS-G 5511	OCS-G 7780
	OCS-G 5557	OCS-G 7783
	OCS-G 5560	OCS-G 7820
	OCS-G 5597	OCS-G 7822

Gentlemen:

Apache Corporation and Bank of America National Trust and Savings Association, acting as Agent for and on behalf of certain Participants, have executed a Fourth Supplement to Pledge Agreement which covers collateral relating to the ~~forty~~ oil, gas and mineral leases referenced above.

Thirty-eight (38)
To place third persons on notice as to the execution and efficacy of the aforementioned Fourth Supplement to Pledge Agreement, please file one copy of this letter with an attached duplicate original of the Fourth Supplement to Pledge Agreement in the files in your office relating to each of the captioned leases.

Please acknowledge that filing has been accomplished pursuant to this request by signing in the space provided on the xerox copies of this letter.

Very truly yours,

BROADHURST, BROOK,
MANGHAM & HARDY

William G. Conly
William G. Conly

Enclosures

Filing Accomplished

As Requested.

Ruby A. Bachman

August 6, 1985.

196/WGC

FOURTH SUPPLEMENT TO PLEDGE AGREEMENT

This Fourth Supplement to Pledge Agreement dated as of August 1, 1985, made by APACHE CORPORATION, a corporation organized and existing under the laws of the State of Delaware (the "Company"), whose address is 730 Second Avenue South, Minneapolis, Minnesota 55402-2498, and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association whose address is 555 California Street, San Francisco, California 94104, and its successors and assigns under the Servicing and Agency Agreement referred to in the Pledge Agreement as defined below ("Agent"), as Agent for and acting on behalf of Bank of America National Trust and Savings Association, as Trustee for Trust Number 14376-0, Mellon Bank, N.A., as Trustee for Trust Numbers 179953 and 179954, Chase Manhattan Bank, N.A., as Trustee for Trust Number IBM-P-92104, and Boston Safe Deposit & Trust Company, as Trustee for AT&T Master Pension Plan, participants named in the Loan Agreement referred to below ("Participants"), and to all Persons who from time to time hold any of the Notes of the Company outstanding under the Loan Agreement (the Participants and such other Persons being referred to collectively herein as "Secured Parties"):

W I T N E S S E T H:

WHEREAS, the Company, Agent and Participants have heretofore entered into a Loan Agreement dated as of March 19, 1982 (as it may from time to time be amended, modified or supplemented, the "Loan Agreement"), setting forth the terms and conditions of certain Loans and Optional Loans which may be made by Participants to the Company and are to be evidenced by Notes as more fully described therein; and

WHEREAS, as a condition precedent to the Initial Loan under the Loan Agreement, the Company executed a Pledge Agreement dated as of March 19, 1982 made by the Company in favor of Agent as security for Obligations to Secured Parties (the "Pledge Agreement") and pledged Collateral more fully described in the Pledge Agreement; and

WHEREAS, pursuant to the terms and provisions of the Pledge Agreement, the Company executed a First Supplement to Pledge Agreement dated as of January 3, 1983 made by the Company in favor of Agent as security for additional Obligations to Secured Parties (the "First Supplement") and pledged additional Collateral more fully described in the First Supplement; and

WHEREAS pursuant to the terms and provisions of the Pledge Agreement, the Company executed a Second

Supplement to Pledge Agreement dated as of July 1, 1983, made by the Company in favor of Agent as security for additional Obligations to Secured Parties (the "Second Supplement") and pledged additional Collateral more fully described in the Second Supplement; and

WHEREAS, pursuant to the terms and provisions of the Pledge Agreement, the Company executed a Third Supplement to Pledge Agreement dated as of September 1, 1984, made by the Company in favor of the Agent as security for additional Obligations to Secured Parties (the "Third Supplement") and pledged additional Collateral more fully described in the Third Supplement; and

WHEREAS, the Pledge Agreement and the First Supplement have been recorded in the offices of the Clerks of Court of Cameron, Iberia, Lafourche, Plaquemines, St. Bernard, St. Mary, Terrebonne and Vermilion Parishes, Louisiana, as shown on Schedule I attached hereto and made a part hereof for all purposes, the Second Supplement has been recorded in the offices of the Clerks of Court of Cameron, Iberia, Lafourche, Plaquemines, St. Bernard, St. Mary, Terrebonne and Vermilion Parishes, Louisiana, as shown on Schedule II attached hereto and made a part hereof for all purposes, the Third Supplement has been recorded in the offices of the Clerks of Court of Cameron, Iberia, Lafourche,

Plaquemines, St. Bernard, St. Mary, Terrebonne, and Vermilion Parishes, Louisiana as shown on Schedule III, attached hereto and made a part hereof for all purposes; and the Pledge Agreement, the First Supplement, the Second Supplement and the Third Supplement have been filed in the United States Department of the Interior Minerals Management Service, Gulf of Mexico OCS Region, Metairie, Louisiana, in the files maintained for the leases shown on Schedule IV attached hereto and made a part hereof for all purposes; and

WHEREAS, pursuant to the terms and provisions of the Pledge Agreement, the Company has agreed to execute and deliver any and all additional instruments as may be requested by Agent to identify any additional Collateral which is subject to the Pledge Agreement and intended to be included therein pursuant to the Pledge Agreement and the Loan Agreement, including, without limitation items of after-acquired Collateral; and

WHEREAS, Participants are advancing funds to the Company incident to an Acreage Closing under the Loan Agreement and Agent has requested the Company to execute this Fourth Supplement to Pledge Agreement for the purpose of identifying additional Financed Leasehold Interests forming a portion of the Collateral;

NOW, THEREFORE, in consideration of the premises and in order to induce Participants to advance a portion of the Loans provided for under the Loan Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. As used in this Fourth Supplement terms defined shall have the meanings given them in the Pledge Agreement when used herein, unless such terms are otherwise defined herein.

2. Description of Additional Collateral. As collateral security for the prompt and complete payment and performance when due of all the Obligations up to a maximum amount or limit of \$800,000,000.00 and in order to induce Participants to advance a portion of the Loans to the Company in accordance with the terms of the Loan Agreement, the Company hereby pledges to Secured Parties, acting by and through Agent subject to the terms, conditions and provisions of the Pledge Agreement, an undivided percentage equal to the Collateral Interest in and to the Collateral arising from or relating to the additional Financed Leasehold Interests described in Exhibit A attached hereto and made a part hereof for all purposes (the "Additional Collateral"), and the Company and Agent hereby amend the Pledge Agreement by adding the additional Financed Leasehold Interests described in

Exhibit A attached hereto, to the Financed Leasehold Interests described in Exhibit A attached to the Pledge Agreement as if Exhibit A attached hereto had been attached to the Pledge Agreement at the time of its execution and delivery.

3. Ratification and Continuation. The Pledge Agreement, together with the Additional Collateral and additional Financed Leasehold Interests which are subject thereto and included therein pursuant to the First Supplement, the Second Supplement, the Third Supplement, and this Fourth Supplement is hereby ratified and confirmed as being in full force and effect for all purposes in accordance with the terms and conditions therein set forth, and all representations, warranties and covenants made by the Company therein shall extend to and encompass the Additional Collateral and additional Financed Leasehold Interests for all intents and purposes as if the same were originally a portion of the Collateral and Financed Leasehold Interests specifically described and set forth in the Pledge Agreement or in Exhibit A thereto.

The Company and Agent authorize and direct the Clerks of Court for the Parishes of Cameron, Iberia, LaFourche, Plaquemines, St. Bernard, St. Mary, Terrebonne and Vermilion, Louisiana, to note in the margin of the

Inscription of the Pledge Agreement in their records, the execution of this Fourth Supplement.

IN WITNESS WHEREOF, the Company and Agent have each caused this Fourth Supplement to Pledge Agreement to be executed by its duly authorized signatory on the date first set forth above in the presence of the undersigned competent witnesses.

WITNESSES:

Levi Wright
Robert F. Elmqvist

APACHE CORPORATION (COMPANY)

By: Donald Fitzgerald
Title: Executive Vice President

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION
(AGENT FOR SECURED PARTIES)

Alvin Barton
Robert L. Olson

By: [Signature]
Title: Vice President

[Signature]
Robert L. Olson

By: Alvin Barton
Title: Trust Officer

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

On this 1st day of August, 1985, before
me appeared Darrell J. Egertson to me personally known, who,
being by me duly sworn, did say that he is an Executive Vice
President of Apache Corporation and that the foregoing
instrument was signed on behalf of said corporation by
authority of its Board of Directors, and said Appearer
acknowledged said instrument to be the free act and deed of
said corporation.

WITNESSES:

Leslie Wright
Janet J. Elquist

Darrell Egertson

Diane M. Vruno
NOTARY PUBLIC



STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

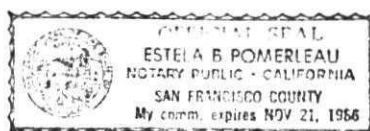
On this 5th day of August, 1985, before
me appeared THOMAS E. VINCEUX, to me personally known,
who, being by me duly sworn, did say that he is a Vice
President of Bank of America National Trust and Savings
Association and that the foregoing instrument was signed on
behalf of said corporation by authority of its Board of
Directors, and said Appearer acknowledged said instrument
to be the free act and deed of said corporation.

WITNESSES:

Alvin P. [illegible]
Ann L. [illegible]

[Signature]
VICE PRESIDENT

Estela B. Pomerleau
NOTARY PUBLIC



STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 5th day of August, 1985, before
me appeared ALICE BOTELLO, to me personally known, who,
being by me duly sworn, did say that she is a Trust Officer
of Bank of America National Trust and Savings Association
and that the foregoing instrument was signed on behalf of
said corporation by authority of its Board of Directors, and
said Appearer acknowledged said instrument to be the free
act and deed of said corporation.

WITNESSES:

[Signature]
[Signature]

[Signature]

Estela B. Pomerleau
NOTARY PUBLIC



EXHIBIT A
TO FOURTH SUPPLEMENT TO PLEDGE AGREEMENT
EXECUTED BY APACHE CORPORATION AND BANK OF AMERICA
NATIONAL TRUST AND SAVINGS ASSOCIATION,
AS AGENT FOR THE PARTICIPANTS NAMED IN
THAT CERTAIN LOAN AGREEMENT,
DATED MARCH 19, 1982, BY AND AMONG
APACHE CORPORATION, THE SAID PARTICIPANTS AND THE SAID AGENT

Whenever reference is hereinafter made to an instrument, such instrument shall be incorporated herein for purposes of further description.

PART I

All of Apache Corporation's undivided interest and mineral leasehold estate in and to those certain Oil and Gas Leases of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor by and through the Regional Manager, Gulf of Mexico OCS Region, Minerals Management Service, its authorized officer, to Shell Offshore Inc. and Apache Corporation, as Lessee, details of which Leases and of the submerged lands affected thereby being as follows:

Oil and Gas Lease OCS-G 7779, effective August 1, 1985, affecting: all of Block 275, South Timbalier Area, South Addition, OCS Leasing Map, Louisiana Map No. 6A. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid lease and is entitled to a net revenue interest of 6.9449% of the production therefrom.

Oil and Gas Lease OCS-G 7780, effective August 1, 1985, affecting: all of Block 276, South Timbalier Area, South Addition, OCS Leasing Map, Louisiana Map No. 6A. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid lease and is entitled to a net revenue interest of 6.9449% of the production therefrom.

Oil and Gas Lease OCS-G 7822, effective July 1, 1985, affecting: all of Block 225, Main Pass Area, South and East Addition, OCS Leasing Map, Louisiana Map No. 10A. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid lease and is entitled to a net revenue interest of 6.9449% of the production therefrom.

Oil and Gas Lease OCS-G 7783, effective August 1, 1985, affecting: all of Block 296, South Timbalier Area, South Addition, OCS Leasing Map, Louisiana Map No. 6A. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid lease and is entitled to a net revenue interest of 6.9449% of the production therefrom.

Oil and Gas Lease OCS-G 7820, effective July 1, 1985, affecting: all of Block 217, Main Pass Area, South and East Addition, OCS Leasing Map, Louisiana Map No. 10A. Without limiting the foregoing, Apache Corporation warrants and represents that it owns an undivided leasehold interest of 8.33333% in the aforesaid lease and is entitled to a net revenue interest of 6.9449% of the production therefrom.

PART II

Without limiting the descriptions in Part I above, there is expressly included in this Exhibit A all right, title and interest (including oil, gas and mineral leasehold interests, royalties, overriding royalties, net profits interests, contract rights and reversionary interests) owned or held by Apache Corporation or to which Apache Corporation is entitled in or to any and all of the properties identified and described in Part I above. References herein to said properties are without limitation as to depth, zone, formation and substance. There is also expressly included in this Exhibit A, all future interests and rights which Apache Corporation may hereafter acquire or to which Apache Corporation may become entitled in and to the submerged lands or Oil and Gas Leases described in Part I above.

PART III

Without limiting the descriptions in Part I above, there is expressly included in this Exhibit A all right, title and interest owned or held by Apache Corporation or to which Apache Corporation is entitled in and to any and all of the platforms, oil wells, gas wells, and oil and gas wells supplies, machinery, derricks, buildings, flow lines tanks, casings, Christmas trees, tubing, rods, pipes and fittings, meters, separators, treaters, compressors, pumps, tools, valves, guages and equipment and appurtenances of

every sort and character nor or hereafter placed on the properties described hereinabove in Part I of this Exhibit A, intending without particular enumeration thereof to include each, all and every item of personal property, and each, all and every item of property now or hereafter attached to the realty and situated on all or any part of the submerged lands described and enumerated above, including oil in storage, not yet sold.

MCM-296

7

Schedule I

CAMERON PARISH, LOUISIANA

Pledge Agreement: Mortgage Record No. 101,
File Number 175232

First Supplement: Mortgage Record No. 106,
File Number 179843

PLAQUEMINES PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 119, Folio 289, Entry No. 105

First Supplement: Mortgage Book 126, Folio 595

TERREBONNE PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 576, Entry Number 677635

First Supplement: Mortgage Book 597, Entry Number 697467

VERMILION PARISH, LOUISIANA

Pledge Agreement: Mortgage Book, Entry Number 830064

First Supplement: Mortgage Book, Entry Number 830132

LAFOURCHE PARISH, LOUISIANA

Pledge Agreement: Mortgage Record, Entry Number 587795

First Supplement: Mortgage Records, Entry Number 507796

IBERIA PARISH, LOUISIANA

Pledge Agreement: Mortgage Book A-451,
Entry Number 83-6740

First Supplement: Mortgage Book A-451,
Entry Number 83-6741

7

ST. MARK PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 469, Entry Number 159129

First Supplement: Mortgage Book 469, Entry Number 159130

ST. BERNARD PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 251, Entry Number 196308

First Supplement: Mortgage Book 251, Entry Number 196309

SCHEDULE II
SECOND SUPPLEMENT

Cameron Parish:	Mortgage Book 112, File Number 183154
Plaquemines Parish:	Mortgage Book 132, Folio 30
Terrebonne Parish:	Mortgage Book 615, Entry No. 710949
Vermilion Parish:	Mortgage Book, Entry 8302849
Lafourche Parish:	Mortgage Book 426, Page 195, Entry No. 588113
Iberia Parish:	Mortgage Book A-451, Entry No. 83-6999
St. Mary Parish:	Mortgage Book 469, Entry No. 159,202
St. Bernard Parish:	Mortgage Book 251, Entry No. 196522

SCHEDULE III
THIRD SUPPLEMENT
SCHEDULE OF RECORDATION

CAMERON PARISH

Mortgage Book 124, Page ____
File No. 191013

PLAQUEMINES PARISH

Mortgage Book 144, Folio 1

TERREBONNE PARISH

Mortgage Book 655, Page ____
Entry No. 743969

VERMILLION PARISH

Entry No. 8411751

LAFOURCHE PARISH

Mortgage Book 456, Page ____
Entry No. 616080

IBERIA PARISH

Mortgage Book A-474, Page ____
Entry No. 84-9263

ST. MARY PARISH

Mortgage Book 495, Page 111
Entry No. 165060

ST. BERNARD PARISH

Mortgage Book 279, Folio ____
Entry No. 206860

SCHEDULE IV

The files maintained by the United States
Department of the Interior Minerals Management Service, Gulf
of Mexico OCS Region, Metairie, Louisiana, with reference to
the following leases:

Leases OCS-G 4762
OCS-G 4763

OCS-G 4900
OCS-G 4901
OCS-G 5008
OCS-G 5044
OCS-G 5047
OCS-G 5052
OCS-G 5195
OCS-G 5278
OCS-G 5294
OCS-G 5315
OCS-G 5359
OCS-G 5408
OCS-G 5496
OCS-G 5511
OCS-G 5557
OCS-G 5560
OCS-G 5597
OCS-G 5598
OCS-G 5622
OCS-G 5646
OCS-G 5700
OCS-G 5718
OCS-G 5719
OCS-G 5720
OCS-G 5722
OCS-G 5723
OCS-G 5724
OCS-G 5728
OCS-G 5729
OCS-G 5328
OCS-G 6822
OCS-G 6823
OCS-G 6824

BROADHURST, BROOK, MANGHAM & HARDY
ATTORNEYS AND COUNSELLORS AT LAW

WILLIAM C. BROADHURST
ACE PIERCE BROOK
MICHAEL W. MANGHAM
GEORGE W. HARDY
WILLIAM F. BAILEY
DONALD JAMES LABAUVE
MARGARET MARA ST. RITCHIE
JOHN R. SCHUPP
DON S. SMITH
EMILE C. HOLFS III
SHEILA S. HOLLIST
CHARLES R. MINYARD
WALLACE J. HENDERSON
ROBERT J. BOESE
WILLIAM G. CONLY
MICHAEL G. OGLESBEE
QUINCY THOMAS HINTON JR.
WAYNE A. SHU-LAW
MICHAEL J. O.
J. KENTON PARSONS
MICHEL F. BERTUCCI
JAMES LOWELL LANDRY JR.
VICTORIA REGGIE RACLIN
DONNA D. FRAICHE
PAUL MICHAEL CULLEN
CHARLES C. ZATARAIN III
ROBERT T. HIRASUNA
SAMUEL M. SYMONDS
JAMES F. ABADIE
PETER MARTIN WITHAM
RICHARD B. WILKINS JR.
LOUIS R. DAVIS
WILLIAM L. GOODE
WILLIAM H. SMITH JR.

ROBERT C. LECOUR
H. DILLON MURCHISON
KENNETH A. DODDSON
ADELE D. HEDGES
HERMAN E. GARNER JR.
CANELLE M. LOMBARDI
NANCY G. BARNETT
SAMUEL E. MASUR
PAUL T. GALLAGHER
MARY G. CHAPPUIS
JOHN D. BRASHER JR.
ELIZABETH JANE HASTINGS
CHRISTINE A. MARCH
JOHN F. PARKER
JOHN W. MILLER
MICHAEL A. TOMINO JR.
DOUGLAS F. PEDIGO
RANDALL A. KARR
DAVID A. AYMOND
WILLIAM M. HUDSON III
W. STEVE SMITH
WILLIAM D. MARKLAND JR.
JAN L. WHITHEAD
CHRISTOPHER D. MATCHETT
JANICE M. HORNOT
RICHARD ERNEST SANTORA
KATHLEEN M. HARRÉ
W. MARK CLAUDEL
JOHN LYLE MENCHY
GLEN SCOTT LOVE
KAREN W. WORTHINGTON
VERONICA PORTEOUS MARTELL
PHYLLIS D. CARNILLAR
WILLIAM T. CARLSON JR.

SUITE 1000 THE FIRST NATIONAL BANK BUILDING
666 JEFFERSON STREET
P. O. DRAWER 2573
LAFAYETTE, LOUISIANA 70502
(504) 233-6700

SUITE 200 CITY PLAZA
445 NORTH BOULEVARD
POST OFFICE BOX 3551
BATON ROUGE, LOUISIANA 70821
(504) 343-0700

SUITE 100
1730 PENNSYLVANIA AVENUE NW
WASHINGTON, D.C. 20006
(202) 628-6163

SUITE 1511
FIRST CITY TOWER
1001 FANNIN STREET
HOUSTON, TEXAS 77002
(713) 650-4844

SUITE 2600
400 Poydras Street
NEW ORLEANS, LOUISIANA 70130
(504) 566-0542

October 30, 1985

RECEIVED
OCT 30 11 40 AM '85
MINERAL SERVICES
UNITED STATES DEPARTMENT OF THE INTERIOR

United States Department
of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
P. O. Box 7944
Metairie, Louisiana 70010

Attention: LE-3-1 Ms. Boehm

Re: Leases	OCS G 4921	OCS G 5700
	OCS G 5044	OCS G 5622
	OCS G 5047	OCS G 5720
	OCS G 5052	OCS G 7820
	OCS G 5195	OCS G 5728
	OCS G 5646	OCS G 5328
	OCS G 5723	

Gentlemen:

Apache Corporation, APC Operating Partnership, Apache Offshore Petroleum Limited Partnership and Norwest Bank Minneapolis, National Association, acting as Agent for and on behalf of certain Participants, have executed a Third Supplement to Pledge Agreement which covers collateral relating to the oil, gas and mineral leases referenced above.

To place third persons on notice as to the execution and efficacy of the aforementioned Third Supplement to Pledge Agreement, please file one copy of this letter with an attached duplicate original of the Third Supplement to Pledge Agreement in the files in your office relating to each of the captioned leases.

United States Department
of the Interior
Page 2
October 30, 1985

Please acknowledge that filing has been accomplished pursuant to this request by signing in the space provided on the xerox copies of this letter.

Very truly yours,

BROADHURST, BROOK,
MANGHAM & HARDY

William G. Conly
William G. Conly

WGC/mfm

Enclosures

Filing Accomplished

As Requested.

Ruby L. Boehm

OCT 30 1, 1985

**THIRD SUPPLEMENT TO
PLEDGE AGREEMENT**

RECEIVED
OCT 30 11 46 AM '85
NORWEST BANK MINNEAPOLIS

THIS THIRD SUPPLEMENT TO PLEDGE AGREEMENT is dated as of October 28, 1985, and is made by Apache Corporation, a Delaware corporation (the "Company"), APC Operating Partnership, a Texas limited partnership ("Operating") and Apache Offshore Petroleum Limited Partnership, a Delaware limited partnership ("Offshore") (the Company, Operating and Offshore being collectively referred to as the "Apache Group") whose addresses are 730 Second Avenue South, Minneapolis, Minnesota 55402-2498, to Norwest Bank Minneapolis, National Association, a national banking association whose address is Eighth Street and Marquette Avenue, Minneapolis, Minnesota 55479, and its successors and assigns under the Agency Agreement and the Servicing Agreements that are Exhibits C-1, C-2 and C-3 to the Loan Agreement referred to below (the "Agent"), as agent for and acting on behalf of those lenders named on Exhibit A hereto, who are the Lenders named in the Loan Agreement referred to below, and any other Lenders subsequently identified to this Pledge Agreement (the "Lenders"), and all Persons who shall from time to time be holders of any of the Notes of the Company outstanding under the Loan Agreement referred to below (the Lenders and such other Persons being referred to collectively herein as the "Secured Parties"):

WITNESSETH THAT:

WHEREAS, The Company, the Agent and the Lenders have heretofore entered into a Loan Agreement dated as of April 1, 1984, (as it may from time to time be amended, modified or supplemented, the "Loan Agreement"), setting forth the terms and conditions of certain Loans and Optional Loans which may be made by the Lenders to the Company to be evidenced by Notes as more fully described therein; and

WHEREAS, As a condition precedent to the Initial Loan under the Loan Agreement, each member of the Apache Group executed a Pledge Agreement dated as of April 1, 1984, made by each such member in favor of the Agent as security for Obligations to the Secured Parties (the "Pledge Agreement") and pledged Collateral more fully described in the Pledge Agreement; and

WHEREAS, Pursuant to the terms and conditions of the Pledge Agreement, each member of the Apache Group and the Agent executed and delivered a First Supplement to Pledge Agreement dated as of May 23, 1984 (the "First Supplement") and a Second Supplement to Pledge Agreement dated as of October 22, 1984 (the "Second Supplement") for the purpose of correcting certain provisions of the Pledge Agreement; and

WHEREAS, The Pledge Agreement, the First Supplement and the Second Supplement have been recorded in the offices of the Clerks of Court of Cameron, Iberia, La Fourche, Plaquemines, St. Bernard, St. Mary Terrebonne, and Vermilion Parishes, Louisiana as shown on Schedule I, attached hereto and made a part hereof for all purposes, and in the United States Department of the Interior, Minerals Management Service, Gulf of Mexico OCS Region, Metairie, Louisiana, in the files maintained for the leases shown on Schedule II, attached hereto and made a part hereof for all purposes; and

WHEREAS, Pursuant to the terms and provisions of the Pledge Agreement, each member of the Apache Group has agreed to execute and deliver any and all additional instruments as may be requested by the Agent to identify any additional Collateral which is subject to the Pledge Agreement and intended to be included therein pursuant to the Pledge Agreement and the Loan Agreement, including, without limitation, items of after-acquired Collateral; and

WHEREAS, The Agent has requested each member of the Apache Group to execute this Third Supplement to Pledge Agreement for the purpose of identifying additional Leasehold Interests forming a portion of the Collateral and reflecting the change in the addresses of the members of the Apache Group to the address shown above.

NOW, THEREFORE, In consideration of the premises and for good valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. As used in this Third Supplement, terms defined shall have the meanings given them in the Pledge Agreement when used herein, unless such terms are otherwise defined herein.

2. Description of Additional Collateral. As collateral security for the prompt and complete payment and performance when due of all the Obligations up to a maximum amount or limit of \$800,000,000.00, each member of the Apache Group hereby pledges to the Secured Parties, acting by and through the Agent subject to the terms, conditions and provisions of the Pledge Agreement, an undivided percentage equal to the Collateral Interest in and to the Collateral arising from or relating to the additional Leasehold Interests described in Exhibit A attached hereto and made a part hereof for all purposes (the "Additional Collateral"), and each member of the Apache Group and the Agent hereby amend the Pledge Agreement by adding the additional Leasehold Interests described in Exhibit A attached hereto to the Leasehold Interests described in Exhibit A attached to the Pledge Agreement as if Exhibit A attached hereto had been attached to the Pledge Agreement at the time of its execu-

tion and delivery. The Apache Group and the Secured Parties acknowledge that the Company has granted certain other lenders a security interest in a percentage interest in the Leasehold Interests described in Exhibit A attached hereto, and provided that the percentage interest granted to such other lenders and the percentage interest granted to the Secured Parties hereunder does not exceed 100%, the Collateral hereunder does not include the percentage interest in such items of property granted to such other lenders.

3. Ratification and Continuation. The Pledge Agreement, together with the amendments thereto and the Additional Collateral and additional Leasehold Interests which are subject thereto and included therein pursuant to the First Supplement, the Second Supplement and this Third Supplement, is hereby ratified and confirmed as being in full force and effect for all purposes in accordance with the terms and conditions therein set forth, and all representations, warranties and covenants made by the members of the Apache Group therein shall extend to and encompass the Additional Collateral and additional Leasehold Interests for all intents and purposes as if the same were originally a portion of the Collateral and Leasehold Interests specifically described and set forth in the Pledge Agreement or in Exhibit A thereto.

4. Change of Address. The record address of each member of the Apache Group is changed from Foshay Tower, Minneapolis, Minnesota 55402 to 730 Second Avenue South, Minneapolis, Minnesota 55402-2498.

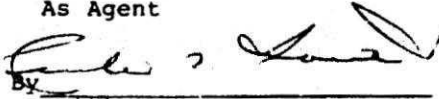
Each member of the Apache Group and the Agent authorize and direct the Clerks of Court for the Parishes of Cameron, Iberia, La Fourche, Plaquemines, St. Bernard, St. Mary, Terrebonne and Vermilion, Louisiana, to note in the margin of the inscription of the Pledge Agreement in their records, the execution of this Third Supplement.

IN WITNESS WHEREOF, The Apache Group and the Agent have caused this Third Supplement to be executed and delivered by their proper and authorized officers as of the day and year first above written.

APACHE CORPORATION

By 
G. C. Hann, Vice President

NORWEST BANK MINNEAPOLIS,
NATIONAL ASSOCIATION,
As Agent

By 
Philip M. Stone, Jr.,
Assistant Vice President

APC OPERATING PARTNERSHIP

By Apache Corporation,
general partner

By 
G. C. Mann, Vice President

APACHE OFFSHORE PETROLEUM
LIMITED PARTNERSHIP

By Apache Corporation,
general partner

By 
G. C. Mann, Vice President

STATE OF MINNESOTA)) SS.
COUNTY OF HENNEPIN)

On this 28th day of October, 1985, before me appeared G. C. Hann, to me personally known, who, being by me duly sworn, did say that he is a Vice President of APACHE CORPORATION and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

Celia S. Hoffman

Earl M. Moran

James A. Brown
NOTARY PUBLIC



STATE OF MINNESOTA)) SS.
COUNTY OF HENNEPIN)

On this 28th day of October, 1985, before me appeared G. C. Hann, to me personally known, who, being by me duly sworn, did say that he is a Vice President of Apache Corporation, the general partner of APC OPERATING PARTNERSHIP, a Texas limited partnership, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

Chris S. Hoffman

Gail M. Moran

Daniel A. Vroom
NOTARY PUBLIC



STATE OF MINNESOTA)

) SS.

COUNTY OF HENNEPIN)

On this 28th day of October, 1985, before me appeared G. C. Hann, to me personally known, who, being by me duly sworn, did say that he is a Vice President of Apache Corporation, the general partner of APACHE OFFSHORE PETROLEUM LIMITED PARTNERSHIP, a Delaware limited partnership, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSE3:

Celia S. Hoffman

Stefano A. Livorno
NOTARY PUBLIC

Gail M. Morar

 **DIANE M. VRUNO**
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar 13, 1990

STATE OF MINNESOTA)

) SS.

COUNTY OF KENNEPIN)

On this 28th day of October, 1985, before me appeared Philip M. Stone, Jr., to me personally known, who, being by me duly sworn, did say that he is an Assistant Vice President of NORWEST BANK MINNEAPOLIS, NATIONAL ASSOCIATION, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESS'S.

Clara S. Hoffman

Diane de Vries
NOTARY PUBLIC

Earl M. Moran

DIANE M. VUONG
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires: Mar 13, 1990

SCHEDULE I

CAMERON PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 121, File Number 188509
First Supplement: Mortgage Book 121, File Number 188525
Second Supplement: Mortgage Book 124, File Number 191169

IBERIA PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 468, Entry No. 84-4655
First Supplement: Mortgage Book 468, Entry No. 84-4724
Second Supplement: Mortgage Book 475, Entry No. 84-9702

LAFOURCHE PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 446, Entry No. 606399
First Supplement: Mortgage Book 446, Entry No. 606524
Second Supplement: Mortgage Book 457, Entry No. 616795

PLAQUEMINES PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 140, Folio 627
First Supplement: Mortgage Book 140, Folio 707
Second Supplement: Mortgage Book 144, Folio 340

ST. BERNARD PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 268, Entry No. 202979
First Supplement: Mortgage Book 269, Entry No. 203108
Second Supplement: Mortgage Book 280, Entry No. 207132

ST. MARY PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 488, Entry No. 163324
First Supplement: Mortgage Book 488, Entry No. 163351
Second Supplement: Mortgage Book 495, Entry No. 165239

TERREBONNE PARISH, LOUISIANA

Pledge Agreement: Mortgage Book 644, Entry No. 733087
First Supplement: Mortgage Book 644, Entry No. 733258
Second Supplement: Mortgage Book 656, Entry No. 744569

VERMILION PARISH, LOUISIANA

Pledge Agreement: Mortgage Book Entry No. 8405895
First Supplement: Mortgage Book Entry No. 8406030
Second Supplement: Mortgage Book Entry No. 8412935

SCHEDULE II

The files maintained by the United States Department of the Interior Minerals Management Service Gulf of Mexico OCS Region, Metairie, Louisiana with reference to the following leases:

Leases	OCS-G 4749*
	OCS-G 4901
	OCS-G 5044
	OCS-G 5047
	OCS-G 5052
	OCS-G 5195
	OCS-G 5496
	OCS-G 5511
	OCS-G 5646
	OCS-G 5723
	OCS-G 5622
	OCS-G 5700

* Pledge Agreement and First Supplement only

**EXHIBIT A
TO
THIRD SUPPLEMENT TO
PLEDGE AGREEMENT
FROM
APACHE CORPORATION, APC OPERATING PARTNERSHIP AND
APACHE OFFSHORE PETROLEUM LIMITED PARTNERSHIP,
THE "APACHE GROUP,"
TO
NORWEST BANK MINNEAPOLIS, NATIONAL ASSOCIATION,
AS "AGENT" FOR AND ACTING ON BEHALF OF
THE LENDERS REFERRED TO THEREIN**

Central Life Assurance Company
611 Fifth Avenue
Des Moines, IA 50306

Chase Manhattan Bank,
as directed trustee for
Retirement Fund Account
No. P92104
1211 Avenue of the Americas
33rd Floor
New York, NY 10036

Lutheran Brotherhood
625 Fourth Avenue South
Minneapolis, MN 55415

Minnesota State Investment Board
55 East Sherburne Avenue
St. Paul, MN 55155

Mutual Service Life Insurance
Company
2 Pine Tree Drive
Arden Hills, MN 55112

National Bank of Detroit,
as trustee for The Dow
Chemical Company Employees'
Retirement Plan Trust
611 Woodward
Midland, MI 48232

New York Life Insurance Company
51 Madison Avenue
New York, NY 10010
Attention: Investment Department,
Room 203

Pioneer Mutual Life Insurance
Company
203 North Tenth Street
P.O. Box 2546
Fargo, ND 58108

Security Benefit Life Insurance
Company
700 Harrison
Topeka, KS 66606

Teachers Insurance and Annuity
Association of America
730 Third Avenue
New York, NY 10017
Attention: Securities Division

The American Lutheran Church
422 South Fifth Street
Minneapolis, MN 55415

Western States Life Insurance
Company
P.O. Box 2907
Fargo, ND 58108

EXHIBIT B
TO
THIRD SUPPLEMENT TO
PLEDGE AGREEMENT
FROM
APACHE CORPORATION, APC OPERATING PARTNERSHIP AND
APACHE OFFSHORE PETROLEUM LIMITED PARTNERSHIP,
THE "APACHE GROUP,"
TO
NORWEST BANK MINNEAPOLIS, NATIONAL ASSOCIATION,
AS "AGENT" FOR AND ACTING ON BEHALF OF
THE LENDERS REFERRED TO THEREIN

Whenever reference is hereinafter made to an instrument, such instrument shall be incorporated herein for purposes of further description.

Part I

All of Debtor's undivided interest and mineral leasehold estate in and to those certain Oil and Gas Leases of submerged lands granted, pursuant to the Outer Continental Shelf Lands Act, by the United States of America, as Lessor, by its authorized officer, to Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation and Apache Corporation, as Lessee, details of which Leases and of the submerged lands affected thereby being as follows:

1. Oil and Gas Lease #OCS-G 5720, effective July 1, 1983, affecting all of Block 212, Main Pass Area, South and East Addition, OCS Leasing Map, Louisiana Map No. 10.
2. Oil and Gas Lease #OCS-G 7820, effective July 1, 1985, affecting all of Block 217, Main Pass Area, South and East Addition, OCS Leasing Map, Louisiana Map No. 10A.
3. Oil and Gas Lease #OCS-G 5728, effective July 1, 1983, affecting all of Block 269, Main Pass Area, South and East Addition, OCS Leasing Map, Louisiana Map No. 10A.
4. Oil and Gas Lease #OCS-G 5328, effective July 1, 1983, affecting all of Block 449, West Cameron Area, South Addition, OCS Leasing Map, Louisiana Map No. 1B.

Without limiting the foregoing, Debtor warrants and represents that Apache Corporation and its affiliates own an undivided leasehold interest of 8.33333% in each of the aforesaid Leases and are entitled to a net revenue interest of 6.94445% of the production therefrom.

Part II

Without limiting the descriptions in Part I above, there is expressly included in this Exhibit B all right, title and interest (including oil, gas and mineral leasehold interests, royalties, overriding royalties, net profits interests, contract rights and reversionary interests) owned or held by Debtor or to which Debtor is entitled in or to any and all of the properties identified and described in Part I above. References herein to said properties are without limitation as to depth, zone, formation or substance. There is also expressly included in this Exhibit B, all future interests and rights which Debtor may hereafter acquire or to which Debtor may become entitled in or to the submerged lands described in Part I above.

Part III

Without limiting the descriptions in Part I above, there is expressly included in this Exhibit B all right, title and interest owned or held by Debtor or to which Debtor is entitled in and to any and all of the platforms, oil wells, gas wells, and oil and gas well supplies, machinery, derricks, buildings, flow lines, tanks, casings, Christmas trees, tubing, rods, pipes and fittings, meters, separators, treaters, compressors, pumps, tools, valves, gauges and equipment and appurtenances of every sort and character now or hereafter placed on the properties described hereinabove in Part I of this Exhibit B, intending without particular enumeration thereof to include each, all and every item of personal property, and each, all and every item of property now or hereafter attached to the realty and situated on all or any part of the lands described and enumerated above, including oil in storage, not yet sold.

5052

CULLEN R. USPOW (1993-1971)
AUSTIN W. LEWIS (1910-1974)

WILLIAM M. MEYER*
ROBERT T. JORDEN*
CHARLES C. GREGG*
GENE W. LAFITTE*
BILLY H. HINER*
JAMES L. PELLETIER*
THOMAS D. HANFEMAN*
JOHN M. RIND*
STEPHEN T. VICTOR*
EDWARD J. GAY, III*
KENNETH A. GORDON, JR.*
WILLIAM R. FITTS*
LEON J. REYNOLDS, JR.*
J. BERRY ST. JOHN, JR.*
DONALD H. ABAUNZA*
JOHN M. WILSON*
CHARLES M. STEEN*
LAWRENCE P. SIMON, JR.*
FREDERICK W. BRADLEY*
KERRY M. MASSAN*
S. GENE FENDLER*
THOMAS F. GETTCH*
GEORGE H. ROBINSON, JR.*
GEORGE J. DOMAS*
MARILYN C. MALONEY*
ROBERT W. BOOCHAM, JR.*
JOSEPH C. GOULD, JR.*
BRUCE J. ORECK*
PATRICK W. GRAY*

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NEW ORLEANS, LA 70139
ONE SHELL SQUARE
FIFTIETH FLOOR
TELEPHONE (504) 581-7970
TWX 510-951-6252

LAFAYETTE, LA 70505
321 TRAVIS ST.
P.O. BOX 52008
TELEPHONE (318) 232-7424

New Orleans, 70139-5099
December 18, 1985

DEBORAH HARRIS PRICE
ROBERT E. HOLDEN
JOE S. HONNAY*
THOMAS P. JAMES*
JAMES W. JAMES*
BILLY J. D. JIGUE
LAWRENCE M. LAPELLOUSE
FRANK E. MASSENGALE
PHILIP A. JONES, JR.
ANNE E. JONES
MICHAEL W. PUGH
JOHN C. HARTZ
JULIE E. SCHWARTZ
CHARLES B. GRIFFIS, III
RICHARD W. REVELS, JR.
NATHAN Q. THOMAS
JOSEPH P. HEBERT
MARQUETTE A. NOONAN
BRUCE V. SCHWE
DAVID W. LEEFE
JAMES D. MICHAEL
RICHARD E. ANDERSON
GEORGE W. PUGH, JR.
WM. BLAKE BENNETT
MARK A. LOWE
GEORGE DENEGRE, JR.
DON A. HAYCRAFT
BARBARA BENNETT BLACKBURN
EDWIN W. DENNARD
JAMES A. BROWN
GREG G. GUIDRY
*PROFESSIONAL CORPORATION

Mr. J. Rogers Pearcy
U. S. Department of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
Imperial Office Building
3301 North Causeway
P. O. Box 7944
Metairie, Louisiana 70010-7944

Attn: LE-3-1

Re: Lease Nos. OCS-G 2825, 2865,
2892, 3119, 4085, 4101, 4104,
4125, 4126, 4378, 4390, 4397,
4420, 4424, 4495, 4496, 4497,
4762, 4763, 4900, 4901, 5008,
5044, 5047, 5052, 5284, 5425
and 5560

Dear Mr. Pearcy:

Enclosed you will find twenty-eight (28) multiple originals of an Act of First Amendment to Act of Collateral Mortgage, Collateral Chattel Mortgage, and Pledge and Assignment of Production dated December 13, 1985 by Crown Central Petroleum Corporation, which affects interests of Crown Central Petroleum Corporation in each of the captioned OCS leases. Please file one of the enclosed acts, together with a copy of this letter, in each of the lease record files related to each of the captioned OCS leases.

Also enclosed is a check in the amount of \$700.00 to cover the cost of filing. Please acknowledge that the foregoing filings have been completed as requested by signing

LISKOW & LEWIS

PAGE 2

December 18, 1985

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

Very truly yours,

Wm. Blake Bennett
Wm. Blake Bennett

WBB/wp/491
Enclosure

FILING ACCOMPLISHED AS REQUESTED:

MINERALS MANAGEMENT SERVICE
GULF OF MEXICO OCS REGION

By: *Ruby L. Boehm*

Date: DEC 19 1985

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:

CROWN CENTRAL PETROLEUM CORPORATION, a Maryland corporation, herein represented by its undersigned officer, duly authorized so to act by resolutions of the duly constituted Executive Committee of its Board of Directors, a certified copy of which is attached hereto as Schedule I and made a part hereof (hereinafter referred to as the "Mortgagor"),

who, being duly sworn, did declare and say that the Mortgagor has heretofore executed an Act of Collateral Mortgage, Collateral Chattel Mortgage, and Pledge and Assignment of Production, dated July 18, 1985 (hereinafter referred to as the "Mortgage"), which Mortgage is recorded as shown on Schedule II attached hereto and made a part hereof for all purposes.

The Mortgage secures and is paraphed for identification with a demand promissory note of the Mortgagor dated July 18, 1985, in the principal amount of \$300,000,000.00 (hereinafter referred to as the "Mortgage Note"), made payable to Bearer at the offices of MBank Houston, National Association at 910 Travis Street, Houston, Texas 77002. The Mortgagor further declares and acknowledges that by Collateral Pledge Agreement dated July 18, 1985 (hereinafter referred to as the "Pledge"), the Mortgagor pledged and delivered the Mortgage Note as security for the Indebtedness as set forth in the Pledge and on the terms and conditions set forth therein. The Mortgagor declared and acknowledged that MBank Houston, National Association, a national banking association (hereinafter referred to as the "Collateral Agent") is the present holder of the Mortgage Note and that the Collateral Agent has been in constant possession of the Mortgage Note since the initial pledge thereof on July 18, 1985.

The Mortgagor further declares and acknowledges that it desires to amend and supplement the Mortgage for the purpose of clarifying and correcting the descriptions of certain property subject to the mortgage lien and pledge of the Mortgage.

NOW, THEREFORE, the Mortgagor hereby amends the Mortgage to delete Exhibit A thereto (but not the Preface thereto) in its entirety, and to replace the same with Exhibit A attached hereto and made a part of for all purposes.

Mortgagor further agrees that the properties described in Exhibit A attached hereto are the same properties previously affected by the Mortgage and that they shall remain mortgaged, affected and hypothecated, and the Hydrocarbons and the proceeds thereof attributable to said properties shall remain pledged and assigned, under the same terms, provisions and conditions of the Mortgage as though said properties had been described in the Mortgage as described in Exhibit A hereto.

The Mortgagor further declares that from and after the date hereof, any reference in the Mortgage to Exhibit A shall mean Exhibit A to the Mortgage as amended hereby.

The Mortgagor expressly agrees and understands that this instrument shall not be construed as a novation of the Mortgage or the Mortgage Note.

The Mortgage, as amended hereby, is hereby ratified and confirmed by the Mortgagor in its entirety.

The Mortgagor hereby authorizes and directs the Clerks of Court of Acadia, Bienville, Cameron, Claiborne, Evangeline, Iberia, Plaquemines, St. Bernard, Terrebonne, Vermilion and Webster, Louisiana, to note on the inscription of the Mortgage, recorded as described in Schedule II attached hereto, this Amendment. This Amendment shall also be filed with the Minerals Management Service, Gulf of Mexico OCS Region, Department of the Interior, Metairie, Louisiana in the lease record files pertaining to Lease Nos. OCS-G 2825, 2865, 2892, 3119, 4085, 4101, 4104, 4125, 4126, 4378, 4390, 4397, 4420, 4424, 4495, 4496, 4497, 4762, 4763, 4900, 4901, 5008, 5044, 5047, 5052, 5284, 5425 and 5560. The Mortgagor waives the production of any mortgage, conveyance and tax certificates and agrees to hold the undersigned Notary Public harmless in the premises.

Attached to and made a part of this instrument is an Acceptance of First Amendment to Act of Collateral Mortgage, Collateral Chattel Mortgage, and Pledge and Assignment of Production executed by the Collateral Agent and with which instrument the Mortgage Note shall be paraphed for identification therewith.

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 Mortgagor and me, Notary Public.

WITNESSES:

CROWN CENTRAL PETROLEUM CORPORATION

L. E. Kerr

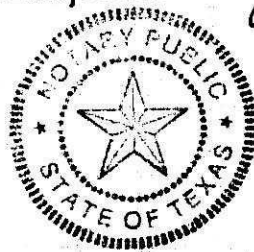
BY:

T. E. Yates
T. E. YATES, Vice President

T. E. Yates

Veronica L. Cava
NOTARY PUBLIC

VERONICA L. CAVAZOS
Notary Public, State of Texas
My Commission Expires 2-5-88



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

CERTIFIED RESOLUTIONS OF THE EXECUTIVE COMMITTEE
OF CROWN CENTRAL PETROLEUM CORPORATION

I hereby certify that attached hereto is a multiple original
of Certified Resolutions of the Executive Committee of Crown Central
Petroleum Corporation, certified by the Assistant Secretary of said
Corporation, and attached to a First Amendment to Act of Collateral
Mortgage, Collateral Chattel Mortgage, and Pledge and Assignment of
Production, executed by Crown Central Petroleum Corporation, and
passed before me this 13th day of December, 1985.

Veronica L. Cavazos
NOTARY PUBLIC
VERONICA L. CAVAZOS
Notary Public - State of Texas
My Commission Expires 2/1/88



C E R T I F I C A T E

I, WILLIAM E. MCANDREWS, Assistant Secretary of Crown Central Petroleum Corporation a Maryland corporation, do hereby certify that the following is a true and correct copy of resolutions of the duly constituted Executive Committee of the Board of Directors of this Corporation, duly passed and adopted as of December 12th, 1985, by unanimous written consent; and that said resolutions have not been rescinded, revoked or modified and are in full force and effect:

WHEREAS, James A. Robinson, Vice President of this Corporation, has heretofore executed and delivered in the name of and on behalf of this Corporation the following documents:

- (a) Collateral Mortgage Note (the "Mortgage Note") in the principal amount of \$300,000,000.00, dated July 18, 1985, payable to Bearer, due on demand and bearing interest at the rate of 20% per annum from the date thereof until paid;
- (b) Act of Collateral Mortgage, Collateral Chattel Mortgage, and Pledge and Assignment of Production (the "Mortgage") dated July 18, 1985 securing payment of the Mortgage Note; and
- (c) Collateral Pledge Agreement dated July 18, 1985 (the "Pledge"); and

WHEREAS, this Corporation desires to clarify and correct the descriptions of certain properties affected by the Mortgage.

NOW, THEREFORE, BE IT RESOLVED that the execution of the Mortgage Note, the Mortgage and the Pledge are hereby ratified and confirmed in all respects, and that T. E. YATES, Vice President of this Corporation be, and he hereby is duly authorized, empowered and directed to execute and deliver a First Amcndment to the Mortgage, whereby the description of the mortgaged properties are clarified, corrected and restated; said First Amendment to contain such terms and conditions as the aforementioned officer, in his sole discretion, deems necessary and advisable.

IN WITNESS WHEREOF, I hereunto set my hand and corporate seal of this Corporation this 13th day of December, 1985.


WILLIAM E. MCANDREWS
Assistant Secretary

(SEAL)

WBB-466

**SCHEDULE II TO FIRST AMENDMENT TO ACT OF COLLATERAL
MORTGAGE, COLLATERAL CHATTEL MORTGAGE, AND
PLEDGE AND ASSIGNMENT OF PRODUCTION**

FILING INFORMATION

<u>PARISH AND</u> <u>DATE OF RECORDATION</u>	<u>MORTGAGE</u> <u>RECORDATION DATA</u>
Acadia 7/23/85	Mortgage and Conveyance No. 521584 MOB 398, page 100; COB H-44, page 51 Chattel No. 521584, Book 223, page 14A
Bienville 7/23/85	Mortgage No. AC-3718, Book 174 Conveyance No. AC-3719, Book 505 Chattel No. AC-3720, Book 36
Claiborne 7/23/85	Mortgage and Conveyance No. 324830 MOB 153, page 55, COB 588, page 1 Chattel No. 324830, Book 39, page C-39
Evangeline 7/23/85	Mortgage and Conveyance No. 425063 MOB 225, page 533, COB C115, page 1 Chattel No. 425063
Iberia 7/23/85	Mortgage and Conveyance No. 85-6454 MOB 489, COB 880, Chattel No. 85-4779
Webster 7/23/85	Mortgage and Conveyance No. 325196 MOB 302, page 58, COB 642, page 752 Chattel No. 277962, Book 83, page C-39
Terrebonne 7/23/85	Mortgage and Conveyance No. 762594 MOB 678, COB 1022, Chattel No. 762594
Vermilion 7/23/85	Mortgage and Conveyance No. 8509384 Chattel No. 853758
Cameron 7/23/85	Mortgage and Conveyance No. 195211 COB 594, MOB 132, Chattel No. 195211 Book 11
Plaquemines 7/25/85	MOB 152, folio 442, COB 624, folio 1 Chattel Book 41, folio 4335
St. Bernard 7/23/85	Mortgage and Conveyance 213,395 MOB 324, folio 148, COB 292, folio 2 Chattel No. 213395, Book 3, folio 44-A

<u>Jurisdiction Office</u>	<u>Filing Date</u>	<u>File Nos.</u>
United States Department of the Interior Minerals Management Service Gulf of Mexico OCS Region	7/24/85	OCS-G-2825 OCS-G-2865 OCS-G-2892 OCS-G-3119 OCS-G-4085 OCS-G-4101 OCS-G-4104 OCS-G-4125 OCS-G-4126 OCS-G-4378 OCS-G-4390 OCS-G-4397 OCS-G-4420 OCS-G-4424 OCS-G-4495 OCS-G-4496 OCS-G-4497 OCS-G-4762 OCS-G-4763 OCS-G-4900 OCS-G-4901 OCS-G-5008 OCS-G-5044 OCS-G-5047 OCS-G-5052 OCS-G-5284 OCS-G-5425 OCS-G-5560

EXHIBIT A

ACADIA PARISH, LOUISIANA

REVISED 11-11-85

PAGE 1

ACADIA PARISH, LOUISIANA
EXHIBIT A

0659-0002 SOUTH CROWLEY PROSPECT

LEASE FROM EMEY A. DOGUET, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED DECEMBER 11, 1978, RECORDED IN BOOK T-36, PAGE 670, ENTRY NO. 454516
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.29 ACRES, MORE OR LESS, BEING
ALL OF LOT 42 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4 OF
SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .7500000
CROWN'S WORKING INTEREST 1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0003 SOUTH CROWLEY PROSPECT

LEASE FROM JACK LAWRENCE JR., ET UX, AS LESSOR,
TO LAND RESOURCES INC., AS LESSEE,
DATED JANUARY 8, 1975, RECORDED IN BOOK B-33, PAGE 57, ENTRY NUMBER 420719
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.70 ACRES, MORE OR LESS, BEING
ALL OF LOTS 36 AND 44 AND THE N/2 OF LOT 37 OF THE COUNTRY CLUB
SUBDIVISION IN THE NW/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1
EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .8333330
CROWN'S WORKING INTEREST 1.0000000

DEVELOPED LEASE NUMBER 211001

0004 SOUTH CROWLEY PROSPECT

LEASE FROM MARJORIE LAWRENCE LASSEIGNE, AS LESSOR,

TO LAND RESOURCES INC., AS LESSEE,
DATED JANUARY 8, 1975, RECORDED IN BOOK B-33, PAGE 61, ENTRY NUMBER 420720
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.65 ACRES, MORE OR LESS, BEING ALL
OF LOTS 38 AND 43 AND THE S/2 OF LOT 37 OF COUNTRY CLUB SUBDIVISION
IN THE NW/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8333330
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0005A SOUTH CROWLEY PROSPECT

LEASE FROM B. C. DELAHOUSSEY, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED DECEMBER 7, 1978, RECORDED IN BOOK T-36, PAGE 678, ENTRY NO. 454520
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

AN UNDIVIDED .5000000 MINERAL INTEREST IN 0.84 ACRES, MORE OR LESS,
BEING ALL OF LOTS 27, 28, and 29 OF THE COUNTRY CLUB SUBDIVISION IN
THE NW/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.3750000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0005B SOUTH CROWLEY PROSPECT

LEASE FROM WARREN LAFLEUR, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED DECEMBER 8, 1978, RECORDED IN BOOK T-36, PAGE 674, ENTRY NO. 454518
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

AN UNDIVIDED .5000000 MINERAL INTEREST IN 0.55 ACRES, MORE OR
LESS, BEING ALL OF LOTS 27 AND 28 OF THE COUNTRY CLUB SUBDIVISION
IN THE NW/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST

ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.3750000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0006	SOUTH CROWLEY	PROSPECT
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LEASE FROM WILLIAM J. CONNAWAY, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED DECEMBER 10, 1978, RECORDED IN BOOK T-36, PAGE 676, ENTRY NO. 454519
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.29 ACRES, MORE OR LESS, BEING
ALL OF LOT 51 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4 OF
SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.7500000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0008	SOUTH CROWLEY	PROSPECT
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LEASE FROM DAVID ANTIS, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED APRIL 19, 1976, RECORDED IN BOOK G-34, PAGE 404, ENTRY NUMBER 429771
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.56 ACRES, MORE OR LESS, BEING
ALL OF LOTS 31 AND 32 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4
OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8333330
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0009	SOUTH CROWLEY	PROSPECT
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LEASE FROM MOISE DORMIER, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED APRIL 14, 1976, RECORDED IN BOOK G-34, PAGE 416, ENTRY NO. 429774
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 8.84 ACRES, MORE OR LESS, BEING
PART OF THE NW/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 8.84 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8333330
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0010	SOUTH CROWLEY	PROSPECT
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LEASE FROM FREDERICK M. DELAHOUSSEY, ET AL, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED APRIL 14, 1976, RECORDED IN BOOK G-34, PAGE 412, ENTRY NO. 429773
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 9.92 ACRES, MORE OR LESS, BEING
PART OF THE NW/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 9.92 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8333330
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0011	SOUTH CROWLEY	PROSPECT
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LEASE FROM EVERETT EAST WILD, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED APRIL 29, 1976, RECORDED IN BOOK G-34, PAGE 385, ENTRY NO. 429768
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.28 ACRES, MORE OR LESS, BEING
ALL OF LOT 30 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4 OF

SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .8333330
CROWN'S WORKING INTEREST 1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0012 SOUTH CRAWLEY PROSPECT

LEASE FROM SIDNEY TRIBODEAUX, ET AL, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED APRIL 12, 1976, RECORDED IN BOOK G-14, PAGE 428, ENTRY NO. 429777
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST 21.51 ACRES, MORE OR LESS, BEING
PART OF THE NE/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 21.51 ACRES BEING THAT ACREAGE IN THE NE/4 INCLUDED IN
CONSERVATION ORDER NO. 544-E-8 DATED DECEMBER 1, 1978 AND
PERTAINING TO HAYES RE SU A UNIT RECORDED IN BOOK R-36, PAGE
143, ENTRY NO. 453465, CONVEYANCE RECORDS OF ACADIA PARISH,
LOUISIANA
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .8333330
CROWN'S WORKING INTEREST 1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0013A SOUTH CROWLEY PROSPECT

LEASE FROM THERESA PLAISANCE BARONET, ET AL, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED AUGUST 27, 1976, RECORDED IN BOOK S-34, PAGE 282, ENTRY NO. 433124
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

AN UNDIVIDED .8000000 MINERAL INTEREST IN 50.19 ACRES, MORE OR
LESS, BEING PART OF THE NE/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE
1 EAST; SAID 50.19 ACRES BEING THAT ACREAGE IN THE NE/4 INCLUDED IN
CONSERVATION ORDER NO. 544-E-8 DATED DECEMBER 1, 1978 AND
PERTAINING TO HAYES RE SU A UNIT RECORDED IN BOOK R-36, PAGE 143,
ENTRY NO. 453465, CONVEYANCE RECORDS OF ACADIA PARISH, LOUISIANA
FROM THE SURFACE DOWN TO 12,000 FEET

CROWN'S NET REVENUE INTEREST	.6666664
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0013	SOUTH CROWLEY	PROSPECT
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LEASE FROM JOSEPH L. BARONET, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED AUGUST 27, 1976, RECORDED IN BOOK S-34, PAGE 294, ENTRY NO. 433126
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

AN UNDIVIDED .2000000 MINERAL INTEREST IN 50.19 ACRES, MORE OR
LESS, BEING PART OF THE NE/4 OF SECTION 9, TOWNSHIP 10 SOUTH,
RANGE 1 EAST; SAID 50.18 ACRES BEING THAT ACREAGE IN THE NE/4
INCLUDED IN CONSERVATION ORDER NO. 544-E-8 DATED DECEMBER 1, 1978
AND PERTAINING TO HAYES RF SU A UNIT RECORDED IN BOOK R-36, PAGE
143, ENTRY NO. 453465, CONVEYANCE RECORDS OF ACADIA PARISH,
LOUISIANA
FROM THE SURFACE DOWN TO 12,000 FEET

CROWN'S NET REVENUE INTEREST	.1666666
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0014	SOUTH CROWLEY	PROSPECT
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LEASE FROM TOM TERRY MILLIKEN, ET AL, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED JULY 28, 1976, RECORDED IN BOOK S-34, PAGE 259, ENTRY NO. 433121
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 3.50 ACRES, MORE OR LESS, BEING
PART OF THE NW/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 3.50 ACRES BEING THAT ACREAGE IN THE NW/4 INCLUDED IN
CONSERVATION ORDER NO. 544-E-8 DATED DECEMBER 1, 1978 AND
PERTAINING TO HAYES RF SU A UNIT RECORDED IN BOOK R-36, PAGE 143,
ENTRY NO. 453465, CONVEYANCE RECORDS OF ACADIA PARISH, LOUISIANA
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8333330
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0015

SOUTH CROWLEY

PROSPECT

LEASE FROM ST. MICHAELS CATHOLIC CHURCH, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED AUGUST 18, 1976, RECORDED IN BOOK S-34, PAGE 271, ENTRY NO. 433122
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 6.89 ACRES, MORE OR LESS, BEING PART
OF THE NW/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST; SAID
6.89 ACRES BEING THAT ACREAGE IN THE NW/4 INCLUDED IN CONSERVATION
ORDER NO. 544-E-8 DATED DECEMBER 1, 1978 AND PERTAINING TO HAYES RF
SU A UNIT RECORDED IN BOOK R-36 PAGE 143, ENTRY NO. 453465,
CONVEYANCE RECORDS OF ACADIA PARISH, LOUISIANA.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8333330
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0016

SOUTH CROWLEY

PROSPECT

LEASE FROM BYRON GLEN MARQUART, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED NOVEMBER 24, 1976, RECORDED IN BOOK T-36, PAGE 666, ENTRY NO. 454515
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.29 ACRES, MORE OR LESS, BEING ALL
OF LOT 46 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4 OF SECTION 9,
TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8333330
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0017

SOUTH CROWLEY

PROSPECT

LEASE FROM CIVIC DEVELOPMENT CORPORATION, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED DECEMBER 22, 1976, RECORDED IN BOOK A-35, PAGE 360, ENTRY NO. 435521
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 54.50 ACRES, MORE OR LESS, BEING PART
OF THE NE/4 OF SECTION 8 AND THE NW/4 OF SECTION 9, TOWNSHIP 10
SOUTH, RANGE 1 EAST; SAID 54.50 ACRES BEING THAT ACREAGE IN THE
NE/4 OF SECTION 8 AND THE NW/4 OF SECTION 9 THAT IS INCLUDED IN
CONSERVATION ORDER NO. 544-E-8 DATED DECEMBER 1, 1978 AND
PERTAINING TO HAYES RF SU A UNIT RECORDED IN BOOK R-36 PAGE 143,
ENTRY NO. 453465, CONVEYANCE RECORDS OF ACADIA PARISH, LOUISIANA.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8000000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0018	SOUTH CROWLEY	PROSPECT
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LEASE FROM JOE BEN HOLDEN, M.D., ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED MARCH 10, 1978, RECORDED IN BOOK B-36, PAGE 162, ENTRY NO. 446861
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.5 ACRES, MORE OR LESS, BEING ALL
OF LOTS 34 AND 35 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4 OF
SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST

CROWN'S NET REVENUE INTEREST	.7500000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0019	SOUTH CROWLEY	PROSPECT
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LEASE FROM LEO L. LEBLANC, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED MARCH 10, 1978, RECORDED IN BOOK B-36, PAGE 166, ENTRY NO. 446862
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.58 ACRES, MORE OR LESS, BEING ALL OF LOTS 49 AND 50 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.7500000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0020	SOUTH CROWLEY	PROSPECT
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LEASE FROM HERSHAL H. BEARD, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED FEBRUARY 27, 1978, RECORDED IN BOOK C-36, PAGE 205, ENTRY NO. 447333
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.29 ACRES, MORE OR LESS, BEING ALL OF LOT 45 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.7500000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0021	SOUTH CROWLEY	PROSPECT
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LEASE FROM CITY OF CROWLEY, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED JUNE 13, 1978, RECORDED IN BOOK K-36, PAGE 549, ENTRY NO. 450801
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 4.37 ACRES, MORE OR LESS, BEING PART OF THE NW/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST; SAID 4.37 ACRES BEING THAT ACREAGE IN THE NW/4 INCLUDED IN CONSERVATION ORDER NO. 544-E-8 DATED DECEMBER 1, 1978 AND PERTAINING TO HAYES RF SU A UNIT RECORDED IN BOOK R-36 PAGE 143, ENTRY NO. 453465, CONVEYANCE RECORDS OF ACADIA PARISH, LOUISIANA.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.7500000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0022 SOUTH CROWLEY PROSPECT

LEASE FROM LLOYD NICKEL, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED NOVEMBER 8, 1978, RECORDED IN BOOK T-36, PAGE 685, ENTRY NO. 454523
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 3.55 ACRES, MORE OR LESS, BEING PART
OF THE NE/4 OF SECTION 8, TOWNSHIP 10 SOUTH, RANGE 1 EAST; SAID
3.55 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .7500000
CROWN'S WORKING INTEREST 1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0023 SOUTH CROWLEY PROSPECT

LEASE FROM BARTON W. FREELAND, SR., ET AL, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED DECEMBER 7, 1978, RECORDED IN BOOK T-36, PAGE 682, ENTRY NO. 454522
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.29 ACRES, MORE OR LESS, BEING ALL
OF LOT 47 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4 OF SECTION 9,
TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .7500000
CROWN'S WORKING INTEREST 1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0024 SOUTH CROWLEY PROSPECT

LEASE FROM KENNETH GOSS, SR., ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,

DATED DECEMBER 8, 1978, RECORDED IN BOOK T-36, PAGE 680, ENTRY NO. 454521
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.25 ACRES, MORE OR LESS, BEING ALL
OF LOT 48 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4 OF SECTION 9,
TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.7500000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

0659-0025	SOUTH CROWLEY	PROSPECT
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LEASE FROM RICHARD W. HOFFPAUIR, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED DECEMBER 11, 1978, RECORDED IN BOOK T-36, PAGE 672, ENTRY NO. 454517
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.24 ACRES, MORE OR LESS, BEING ALL
OF LOT 52 OF THE COUNTRY CLUB SUBDIVISION IN THE NW/4 OF SECTION 9,
TOWNSHIP 10 SOUTH, RANGE 1 EAST
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.7500000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 211001

LEASE NUMBERS 0659-0002 THROUGH 0659-0025, 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.

UNIT AGREEMENT 065901
HAYES RF SUA- BARONET #1-A
DATED 11-14-78 ESTABLISHED BY STATE OF
LOUISIANA, OFFICE OF CONSERVATION
ORDER #544-E-8 FILED 12-1-78 UNDER #453465
BOOK R-36, PAGE 143 -
CROWN'S UNIT WORKING INTEREST .9222357
CROWN'S UNIT NET REVENUE INTEREST .7641632
COVERS LEASES :

0659-0002	0659-0003	0659-0004	0659-0005A	0659-0005B
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0659-0006	0659-0008	0659-0009	0659-0010	0659-0011
0659-0012	0659-0013A	0659-0013B	0659-0014	0659-0015
0659-0016	0659-0017	0659-0018	0659-0019	0659-0020
0659-0021	0659-0022	0659-0023	0659-0024	0659-0025

GAS CONTRACT LA1-211A
DATED 7-10-78 GAS CONTRACT
PURCHASER: LOUISIANA INTRASTATE
COVERS LEASES :

0659-0002	0659-0003	0659-0004	0659-0005A	0659-0005B
0659-0006	0659-0008	0659-0009	0659-0010	0659-0011
0659-0012	0659-0013A	0659-0013B	0659-0014	0659-0015
0659-0016	0659-0017	0659-0018	0659-0019	0659-0020
0659-0021	0659-0022	0659-0023	0659-0024	0659-0025

ASSIGNMENT FROM LAND RESOURCES, INCORPORATED, AS TRANSFERRED, TO CROWN CENTRAL PETROLEUM CORPORATION, RECORDED IN BOOK J-33, PAGE 42, ENTRY NO. 422755 IN THE CONVEYANCE RECORDS OF ACADIA PARISH, LOUISIANA ON JUNE 4, 1975.
COVERS LEASES:

0659-0003 THROUGH 0659-0004

0659-0001	SOUTH CROWLEY	PROSPECT
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LEASE FROM JULES BARONET, JR., ET UX, AS LESSOR,
TO SAN JACINTO OIL & GAS CO., AS LESSEE,
DATED MAY 11, 1959, RECORDED IN BOOK T-18, PAGE 340, ENTRY NO. 304679
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
INsofar AND ONLY INsofar AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 142.64 ACRES, MORE OR LESS, BEING (i) THE SW/4 OF SECTION 10 LESS AND EXCEPT 25 ACRES, MORE OR LESS, INCLUDED IN CONSERVATION ORDER NO. 544-E DATED SEPTEMBER 1, 1967 AND PERTAINING TO HAYES RA SU A UNIT RECORDED IN BOOK K-26, PAGE 714, ENTRY NO. 369447, CONVEYANCE RECORDS OF ACADIA PARISH, LOUISIANA; AND ALSO (ii) THE SE/4 OF SECTION 9 - BUT ONLY AS TO THAT ACREAGE IN THE SE/4 OF SECTION 9 LYING EAST OF THE EAST LINE OF CONSERVATION ORDER NO. 544-E-5 DATED DECEMBER 1, 1972 AND PERTAINING TO HAYES RD SU A UNIT RECORDED IN BOOK A-31, PAGE 507, ENTRY NO. 405129, CONVEYANCE RECORDS OF ACADIA PARISH, LOUISIANA; AND ALL BEING IN TOWNSHIP 10 SOUTH, RANGE 1 EAST
DEPTH A--ALL DEPTHS BELOW 12,120 FEET
DEPTH B--FROM 7,500 FEET DOWN TO 12,120 FEET

CROWN'S NET REVENUE INTEREST	.7812496	DEPTH A
CROWN'S OVERRIDING ROYALTY INTEREST	.0312500	DEPTH A
CROWN'S WORKING INTEREST	1.0000000	DEPTH A

CROWN'S NET REVENUE INTEREST	.3234373	DEPTH B
CROWN'S WORKING INTEREST	.4500000	DEPTH B

1.0000000 MINERAL INTEREST IN 25.00 ACRES, MORE OR LESS, BEING PART OF THE SW/4 OF SECTION 10; BUT ONLY AS TO THAT 25 ACRES IN THE SW/4 INCLUDED IN CONSERVATION ORDER NO. 544-E DATED SEPTEMBER 1, 1967 AND PERTAINING TO HAYES RA SU A UNIT RECORDED IN BOOK K-26, PAGE 714, ENTRY NO. 369447, CONVEYANCE RECORDS OF ACADIA PARISH, LOUISIANA, AND ALL BEING IN TOWNSHIP 10 SOUTH, RANGE 1 EAST
 DEPTH A--FROM 7,500 FEET DOWN TO 12,000 FEET
 DEPTH B--FROM ALL DEPTHS BELOW 12,000 FEET

CROWN'S NET REVENUE INTEREST	.7187496	DEPTH A
CROWN'S WORKING INTEREST	1.0000000	DEPTH A
CROWN'S NET REVENUE INTEREST	.7812496	DEPTH B
CROWN'S OVERRIDING ROYALTY INTEREST	.0312500	DEPTH B
CROWN'S WORKING INTEREST	1.0000000	DEPTH B

1.0000000 MINERAL INTEREST IN 323.00 ACRES, MORE OR LESS, BEING ALL OF THE N/2 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 1 EAST
 DEPTH A--FROM THE SURFACE DOWN TO 12,000 FEET
 DEPTH B--ALL DEPTHS BELOW 12,000 FEET

CROWN'S NET REVENUE INTEREST	.7187496	DEPTH A
CROWN'S WORKING INTEREST	1.0000000	DEPTH A
CROWN'S NET REVENUE INTEREST	.7187496	DEPTH B
CROWN'S OVERRIDING ROYALTY INTEREST	.0312500	DEPTH B
CROWN'S WORKING INTEREST	1.0000000	DEPTH B

DEVELOPED LEASE NUMBER 210121
 DEVELOPED LEASE NUMBER 210070
 DEVELOPED LEASE NUMBER 210130

0659-0026A SOUTH CROWLEY PROSPECT

LEASE FROM ABBIE J. BARONET, ET AL, AS LESSOR,
 TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
 DATED SEPTEMBER 11, 1981, RECORDED IN BOOK P-40, PAGE 917, ENTRY NO. 489937
 IN THE OFFICE OF THE PARISH CLERK OF
 ACADIA PARISH, LOUISIANA
 INsofar AND ONLY INsofar AS LEASE COVERS:

AN UNDIVIDED .8000000 MINERAL INTEREST IN 90.00 ACRES, MORE OR LESS, BEING PART OF THE NE/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 1 EAST; SAID 90.00 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE.
 FROM THE SURFACE DOWN TO 12,000 FEET

CROWN'S NET REVENUE INTEREST	.6400000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 210130

0659-0026B

SOUTH C JEWLEY

PROSPECT

LEASE FROM JOSEPH L. BARONET, ET AL, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED FEBRUARY 2, 1984, RECORDED IN BOOK N 42, PAGE 124, ENTRY NO. 506693
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

AN UNDIVIDED .2000000 MINERAL INTEREST IN 90.00 ACRES, MORE OR
LESS, BEING PART OF THE NE/4 OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE
1 EAST; SAID 90.00 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE
LEASE.

FROM THE SURFACE DOWN TO THE GREATER OF 12,000 FEET OR THROUGH THE
BASE OF THE HAYES SAND FORMATION

CROWN'S NET REVENUE INTEREST	.1600000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 210130

0659-0027

SOUTH CROWLEY

PROSPECT

LEASE FROM EUPHAMIE HUFF HORN, AS LESSOR,
TO BRYANT A. FEHLMAN, AS LESSEE,
DATED FEBRUARY 24, 1965, RECORDED IN BOOK O-24, PAGE 541, ENTRY NO. 351925
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 78.03 ACRES, MORE OR LESS, BEING PART
OF THE NE/4 OF SECTION OF 11, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 78.03 ACRES BEING THAT ACREAGE INCLUDED IN CONSERVATION ORDER
NO. 544-E DATED SEPTEMBER 1, 1967 AND PERTAINING TO HAYES RA SU A
UNIT RECORDED IN BOOK K-26, PAGE 714, ENTRY NO. 369447, CONVEYANCE
RECORDS OF ACADIA PARISH, LOUISIANA
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.7708330
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 210070

0659-0028

SOUTH CROWLEY

PROSPECT

LEASE FROM DONALD F. JAMEYSON, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED OCTOBER 31, 1983, RECORDED IN BOOK E-42, PAGE 650, ENTRY NO. 503986
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 1.54 ACRES, MORE OR LESS, BEING PART
OF THE SE/4 SW/4 OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 1.54 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8000000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 210130

0659-0029

SOUTH CROWLEY

PROSPECT

LEASE FROM HARRY DONALD SPELL, ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED OCTOBER 31, 1983, RECORDED IN BOOK E-42, PAGE 646, ENTRY NO. 503985
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.69 ACRES, MORE OR LESS, BEING PART
OF THE SE/4 SW/4 OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 0.69 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8000000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 210130

0659-0030

SOUTH CROWLEY

PROSPECT

LEASE FROM MOLEAR J. HANKS ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED NOVEMBER 4, 1983, RECORDED IN BOOK E-42, PAGE 643, ENTRY NO. 503984
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.29 ACRES, MORE OR LESS, BEING PART

OF THE SE/4 SE/4 OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 0.29 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8000000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 210130

0659-0031	SOUTH CROWLEY	PROSPECT
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LEASE FROM DONALD F. JAMEYSON ET UX, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED NOVEMBER 3, 1983, RECORDED IN BOOK E-42, PAGE 640, ENTRY NO. 503983
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.69 ACRES, MORE OR LESS, BEING PART
OF THE SE/4 SW/4 OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 0.69 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8000000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 210130

0659-0032	SOUTH CROWLEY	PROSPECT
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LEASE FROM EAST. J. SALTZMAN, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED NOVEMBER 4, 1983, RECORDED IN BOOK E-42, PAGE 636, ENTRY NO. 503982
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.22 ACRES, MORE OR LESS, BEING PART
OF THE SE/4 SW/4 OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 0.22 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8000000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 210130

0659-0033

SOUTH CROWLEY

PROSPECT

LEASE FROM JOYCE DOREY TRAHAN, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED NOVEMBER 04, 1983, RECORDED IN BOOK E-42, PAGE 632, ENTRY NO. 503981
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 0.22 ACRES, MORE OR LESS, BEING PART
OF THE SE & SW/4 OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 0.22 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8000000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 210130

0659-0034

SOUTH CROWLEY

PROSPECT

LEASE FROM JOHN D. HUNTER, ET AL, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED OCTOBER 31, 1983, RECORDED IN BOOK E-42, PAGE 627, ENTRY NO. 503980
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 10.27 ACRES, MORE OR LESS, BEING PART
OF THE SE & SW/4 OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST;
SAID 10.27 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8000000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 210130

0659-0035

SOUTH CROWLEY

PROSPECT

LEASE FROM MARGARET HUESERS POTIER, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED NOVEMBER 9, 1983, RECORDED IN BOOK E-42, PAGE 624, ENTRY NO. 503979
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA

LEASE COVERS:

1.0000000 MINERAL INTEREST *** 0.30 ACRES, MORE OR LESS, BEING PART OF THE SE/4 SE/4 OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 1 EAST; SAID 0.30 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE. ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.8000000
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 210130

0659-0036A	SOUTH CROWLEY	PROSPECT
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LEASE FROM HAZEL KING FAULK, ET AL, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED NOVEMBER 21, 1983, RECORDED IN BOOK E-42, PAGE 618, ENTRY NO. 503978
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA

LEASE COVERS:

AN UNDIVIDED .7499672 MINERAL INTEREST IN 1.73 ACRES, MORE OR LESS, BEING PART OF THE SE/4 SW/4 OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST; SAID 1.73 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE. ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.5999738
CROWN'S WORKING INTEREST	1.0000000

DEVELOPED LEASE NUMBER 210130

0659-0036B	SOUTH CROWLEY	PROSPECT
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LEASE FROM ALBERTA KING ALESHIRE, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED NOVEMBER 21, 1983, RECORDED IN BOOK E-42, PAGE 613, ENTRY NO. 503977
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA

LEASE COVERS:

AN UNDIVIDED .2499672 MINERAL INTEREST IN 1.73 ACRES, MORE OR LESS, BEING PART OF THE SE/4 SW/4 OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST; SAID 1.73 ACRES BEING MORE PARTICULARLY DESCRIBED IN THE LEASE. ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.1999738
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CROWN'S WORKING INTEREST

1.0000000

DEVELOPED LEASE NUMBER 210130

0659-0037A

SOUTH CROWLEY

PROSPECT

LEASE FROM MEDRICK MORGAN, AS LESSOR,
TO CROWN CENTRAL PETROLEUM CORPORATION, AS LESSEE,
DATED NOVEMBER 21, 1983, RECORDED : BOOK E-42, PAGE 608, ENTRY NO. 503976
IN THE OFFICE OF THE PARISH CLERK OF
ACADIA PARISH, LOUISIANA
LEASE COVERS:

AN UNDIVIDED .9000000 MINERAL INTEREST IN 1.73 ACRES, MORE OR
LESS, BEING PART OF THE SE/4 SW/4 OF SECTION 3, TOWNSHIP 10 SOUTH,
RANGE 1 EAST; SAID 1.73 ACRES BEING MORE PARTICULARLY DESCRIBED IN
THE LEASE.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .7200000
CROWN'S WORKING INTEREST 1.0000000

AN UNDIVIDED .50000000 MINERAL INTEREST IN 2.99 ACRES, MORE OR
LESS, BEING A PART OF THE SE/4 SE/4 SECTION 4, TOWNSHIP 10 SOUTH,
RANGE 1 EAST; SAID 2.99 ACRES BEING MORE PARTICULARLY DESCRIBED IN
THE LEASE.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .4000000
CROWN'S WORKING INTEREST 1.0000000

DEVELOPED LEASE NUMBER 210130

LEASE NUMBERS 0659-0001 THROUGH 0659-0037A, INCLUSIVE, DESCRIBED ABOVE ARE
SUBJECT TO THE FOLLOWING MATTERS, TO THE EXTENT AND ONLY TO THE EXTENT THE SAME
ARE VALID AND SUSTAINING AND AFFECT ONE OR MORE OF SAID LEASES.

ASSIGNMENT FROM WARTH OIL COMPANY TO CROWN CENTRAL PETROLEUM CORPORATION DATED
AS OF OCTOBER 21, 1971 AND RECORDED IN VOLUME W-29, PAGE 1 IN THE CONVEYANCE
RECORDS OF ACADIA PARISH, LOUISIANA.

COVERS LEASE:

0659-0001 THROUGH 0659-0027

OFFERING AGREEMENT 065901
DATE: 5-1-81

REVISED 11-11-85

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SOUTH CROWLEY AREA
CROWN CENTRAL PETROLEUM CORPORATION, HOME PETROLEUM, PATRICK
PETROLEUM AND AMERICAN QUASAR PETROLEUM
COVERS LEASE:
0659-0001

FARM-IN AGREEMENT 065901
DATED 11-13-64
CONTINENTAL OIL TO SUNSET INTERNATIONAL PETROLEUM CORPORATION
COVERS LEASE:
0659-0001

FARM-OUT AGREEMENT 065901
DATED 2-6-69
SUNSET INTERNATIONAL INTERNATIONAL PETROLEUM COMPANY TO LEE MILLS, LEE MILLS
ON 2-25-69 ASSIGNS INTEREST IN THIS
FARM OUT TO WATS OIL COMPANY
COVERS LEASE:
0659-0001

LETTER AGREEMENT 065901
DATED 11-13-64 LETTER AGREEMENT BETWEEN
CONTINENTAL OIL AND SUNSET INTERNATIONAL PETROLEUM COMPANY, AMENDMENT TO FARM
IN DATED 11-13-64
COVERS LEASE:
0659-0001

LETTER AGREEMENT 065902
DATED 12-17-74 LETTER AGREEMENT BETWEEN
SUNSET INTERNATIONAL PETROLEUM COMPANY AND LEE MILLS, LEE MILLS
TO RECEIVE PAYMENT AND OVERRIDING ROYALTY FOR SERVICES
COVERS LEASE:
0659-0001

LETTER AGREEMENT 065903
DATED 2-5-65 LETTER AGREEMENT BETWEEN
SUNSET INTERNATIONAL PETROLEUM COMPANY AND CONTINENTAL OIL, SUNSET
INTERNATIONAL PETROLEUM COMPANY HAS QUALIFIED FOR ASSIGNMENT UNDER FARM IN
DATED 11-13-64
COVERS LEASE:
0659-0001

LETTER AGREEMENT 065904
DATED 2-25-65 LETTER AGREEMENT BETWEEN
SUNSET INTERNATIONAL PETROLEUM COMPANY AND LEE MILLS, LEE MILLS TO RECEIVE

COMMISSION AND OVERRIDING ROYALTY INTEREST
COVERS LEASE:
0659-0001

LETTER AGREEMENT 065905
DATED 2-14-69 LETTER AGREEMENT BETWEEN
SUNSET INTERNATIONAL PETROLEUM COMPANY AND LEE MILLS, SUNSET INTERNATIONAL
PETROLEUM COMPANY CONSENTS TO LEE MILLS ASSIGNING FARM OUT
DATED 2-6-69 TO DAVIS OIL COMPANY
COVERS LEASE:
0659-0001

LETTER AGREEMENT 065906
DATED 2-25-69 LETTER AGREEMENT BETWEEN
LEE MILLS AND DAVIS OIL COMPANY, LEE MILLS CONVEYS FARM OUT DATED 2-06-69 TO
DAVIS OIL COMPANY
COVERS LEASE:
0659-0001

GAS CONTRACT LA1-210A
DATED 11-29-84 GAS CONTRACT
PURCHASER: LOUISIANA GAS SYSTEM
COVERS LEASES:

0659-0001	0659-0026A	0659-0026B	0659-0027	0659-0028
0659-0029	0659-0030	0659-0031	0659-0032	0659-0033
0659-0034	0659-0035	0659-0036A	0659-0036B	0659-0037A

OPERATING AGREEMENT 065902
DATED 2-1-67 OPERATING AGREEMENT
CROWLEY AREA-HAYES RA SU A CROWN CENTRAL PETROLEUM CORPORATION, ET AL
COVERS LEASES:
0659-0001 0659-0027

UNIT AGREEMENT 065902
HAYES RA SUA
DATED 9-1-67 ESTABLISHED BY ORDER #544-E
FILED UNDER #369447, BOOK K-26, PAGE 714

CROWN'S UNIT NET REVENUE INTEREST .4242660
CROWN'S UNIT WORKING INTEREST .561410
COVERS LEASES:
0659-0001 0659-0027

OPERATING AGREEMENT 065903
DATED 3-1-85 OPERATING AGREEMENT
CAMERON RES A SAND UNIT A LARONET NO. 7 (CROWLEY AREA)

CROWN CENTRAL PETROLEUM CORPORATION, ET AL (CROWN CENTRAL PETROLEUM CORPORATION, OPERATOR) SUPPLEMENT TO OFFICE OF CONSERVATION ORDER 544-D-1 FILED UNDER ORIGINAL ACCOUNT #509486 BOOK U-42 PAGE 516

CROWN'S UNIT NET REVENUE INTEREST .7333333
CROWN'S UNIT WORKING INTEREST .9860750
COVERS LEASES:

0659-0001	0659-0026A	0659-0026B	0659-0028	0659-0029
0659-0030	0659-0031	0659-0032	0659-0033	0659-0034
0659-0035	0659-0036A	0659-0036B	0659-0037A	

OPERATING AGREEMENT 065904
DATED 9-1-67 OPERATING AGREEMENT
OPERATOR: CROWN CENTRAL PETROLEUM CORPORATION, ET AL BARONET NO. 7 (CROWLEY AREA)
CAMERINA RES A SAND UNIT
COVERS LEASES:

0659-0001	0659-0026A	0659-0026B	0659-0028	0659-0029
0659-0030	0659-0031	0659-0033	0659-0034	0659-0035
0659-0036A	0659-0036B	0659-0037A		

EXHIBIT A
BIENVILLE PARISH, LOUISIANA

BIENVILLE PARISH, LOUISIANA

EXHIBIT A

1172-0001

DRISCOLL PROSPECT

LEASE FROM LAVERNE WILLIAMS LANGLOIS, AS LESSOR,
TO JOHN FRANKS, AS LESSEE,
DATED APRIL 18, 1966, RECORDED IN CONVEYANCE BOOK 282, PAGE 77,
REGISTRY NUMBER S-5793 OF THE RECORDS OF BIENVILLE PARISH, LOUISIANA;
AND CO-LESSORS AGREEMENT DATED MAY 2, 1966, LAVERNE WILLIAMS LANGLOIS WITH J. W.
LANGLOIS, RECORDED IN CONVEYANCE BOOK 281, PAGE 527, REGISTRY NUMBER S-5795 OF
THE RECORDS OF BIENVILLE PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 36.0 ACRES, MORE OR LESS,
BEING THE W/2 OF THE E/2 OF THE W/2 OF THE SW/4 OF SECTION 8, AND
THE WEST 37/100THS OF THE E/2 OF THE E/2 OF THE W/2
OF THE SW/4 OF SECTION 8, AND THE EAST 43/50THS OF THE E/2 OF THE
E/2 OF THE W/2 OF THE W/2 OF THE SW/4 OF SECTION 8,
TOWNSHIP 16 NORTH, RANGE 4 WEST
FROM THE SURFACE DOWN TO 9530 FEET

CROWN'S NET REVENUE INTEREST	.1089617
CROWN'S WORKING INTEREST	.1250000

DEVELOPED LEASE NUMBER 803502

1172-0002

DRISCOLL PROSPECT

LEASE FROM INA W. DONALDSON, AS LESSOR,
TO JOHN J. FRANKS, AS LESSEE,
DATED APRIL 18, 1966, RECORDED IN CONVEYANCE BOOK 282, PAGE 76,
REGISTRY NUMBER S-5792 OF THE RECORDS OF BIENVILLE PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 12.60 ACRES, MORE OR LESS,
BEING THE WEST 63/100THS OF THE W/2 OF THE W/2
OF THE W/2 OF THE SW/4, SECTION 8, TOWNSHIP 16 NORTH, RANGE 4 WEST
FROM THE SURFACE DOWN TO 9530 FEET

CROWN'S NET REVENUE INTEREST	.1089617
CROWN'S WORKING INTEREST	.1250000

DEVELOPED LEASE NUMBER 803502

1172-0003

DRISCOLL PROSPECT

LEASE FROM MARIE W. LANGLOIS, AS LESSOR,
TO JOHN J. FRANKS, AS LESSEE,
DATED APRIL 18, 1966, RECORDED IN CONVEYANCE BOOK 282, PAGE 74, REGISTRY NUMBER
S-5790 OF THE RECORDS OF BIENVILLE PARISH, LOUISIANA; AND CO-LESSORS AGREEMENT
DATED MAY 4, 1966, MARIE LANGLOIS WITH CLEMENT J. LANGLOIS, RECORDED IN
CONVEYANCE BOOK 281, PAGE 525, REGISTRY NUMBER S-5794 OF THE RECORDS OF
BIENVILLE PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 6.20 ACRES, MORE OR LESS,
BEING THE EAST 24/50THS OF THE W/2 OF THE E/2
OF THE W/2 OF THE W/2 OF THE SW/4 OF SECTION 8, AND THE WEST
7/50THS OF THE E/2 OF THE E/2 OF THE W/2 OF THE W/2 OF THE SW/4
OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 4 WEST
FROM THE SURFACE DOWN TO 9530 FEET

CROWN'S NET REVENUE INTEREST	.1089617
CROWN'S WORKING INTEREST	.1250000

DEVELOPED LEASE NUMBER 803502

1172-0004

DRISCOLL PROSPECT

LEASE FROM ROBERT R. WILLIAMS, AS LESSOR,
TO JOHN FRANKS, AS LESSEE,
DATED APRIL 15, 1966, RECORDED IN CONVEYANCE BOOK 282, PAGE 75,
REGISTRY NUMBER S-5791 OF THE RECORDS OF BIENVILLE PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 12.60 ACRES, MORE OR LESS,
BEING THE EAST 63/100THS OF THE E/2 OF THE E/2 OF
THE W/2 OF THE SW/4, SECTION 8, TOWNSHIP 16 NORTH, RANGE 4 WEST
FROM THE SURFACE DOWN TO 9530 FEET

CROWN'S NET REVENUE INTEREST	.1089617
CROWN'S WORKING INTEREST	.1250000

DEVELOPED LEASE NUMBER 803502

1172-0005

DRISCOLL PROSPECT

LEASE FROM ELIA MAE HASSELL, ET AL, AS LESSORS,
TO JOHN FRANKS, AS LESSEE,
DATED APRIL 21, 1966, RECORDED IN CONVEYANCE BOOK 282, PAGE 33,
REGISTRY NUMBER S-5616 OF THE RECORDS OF BIENVILLE PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERALS INTEREST IN 80 ACRES, MORE OR LESS,
BEING ALL OF THE E/2 OF THE SW/4, SECTION 8, TOWNSHIP 16 NORTH,
RANGE 4 WEST
FROM THE SURFACE DOWN TO 9530 FEET

CROWN'S NET REVENUE INTEREST	.1089617
CROWN'S WORKING INTEREST	.1250000

DEVELOPED LEASE NUMBER 803502

1172-0006

DRISCOLL PROSPECT

LEASE FROM DAVIS BROTHERS LUMBER COMPANY, LTD., AS LESSOR,
TO UNION PRODUCING COMPANY, AS LESSEE,
DATED JULY 27, 1959, RECORDED IN CONVEYANCE BOOK 233, PAGE 234,
REGISTRY NUMBER O-9079 OF THE RECORDS OF BIENVILLE PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 474.38 ACRES, MORE OR LESS,
BEING ALL OF THE N/2 AND THE SE/4, SECTION 8, TOWNSHIP 16 NORTH,
RANGE 4 EAST
FROM THE SURFACE DOWN TO 9530 FEET

CROWN'S NET REVENUE INTEREST	.1086911
CROWN'S WORKING INTEREST	.1250000

DEVELOPED LEASE NUMBER 803502

1172-0007

DRISCOLL PROSPECT

LEASE FROM LAVADA W. HARVILLE, AS LESSOR,
TO JOHN FRANKS, AS LESSEE,
DATED APRIL 18, 1966, RECORDED IN CONVEYANCE BOOK 282, PAGE 32,
REGISTRY NUMBER S-5615 OF THE RECORDS OF BIENVILLE PARISH, LOUISIANA
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

1.0000000 MINERAL INTEREST IN 12.6 ACRES, MORE OR LESS,
BEING THE EAST 37/100THS OF THE W/2 OF THE WEST 1/2 OF
THE W/2 OF THE SW/4 OF SECTION 8, AND THE WEST 26/50THS OF THE
W/2 OF THE E/2 OF THE W/2 OF THE W/2 OF THE SW/4 OF
SECTION 8, TOWNSHIP 16 NORTH, RANGE 4 WEST
FROM THE SURFACE DOWN TO 9530 FEET

CROWN'S NET REVENUE INTEREST	.1089617
CROWN'S WORKING INTEREST	.1250000

DEVELOPED LEASE NUMBER 803502

LEASE NUMBERS 1172-0001 THROUGH 1172-0007, 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.

ASSIGNMENT FROM MARTH OIL COMPANY TO CROWN CENTRAL PETROLEUM CORPORATION DATED AS OF OCTOBER 21, 1971 AND RECORDED IN VOLUME 323, PAGE 502, REGISTRY NUMBER U-7749 IN THE CONVEYANCE RECORDS OF BIENVILLE PARISH, LOUISIANA.

THE ABOVE LEASE NUMBER 1172-0006 IS SUBJECT TO: A 1/3 OF 15/81 OVERRIDING ROYALTY INTEREST HERETOFORE CONVEYED TO VARIOUS PARTIES TOTALING 3.548437% OF 8/8 OF THE PRODUCTION FROM SAID LEASE.

THE ABOVE LEASE NUMBERS 1172-0001 THROUGH 1172-0005, INCLUSIVE, AND LEASE NUMBER 1172-0007 ARE SUBJECT TO: A 1/3 OF 15/70 OVERRIDING ROYALTY INTEREST HERETOFORE CONVEYED TO VARIOUS PARTIES TOTALING 1.851552% OF 8/8 OF THE PRODUCTION FROM SAID LEASES.

ASSIGNMENT OF WORKING INTEREST FROM SUNSET INTERNATIONAL MANAGEMENT COMPANY TO CROWN CENTRAL PETROLEUM CORPORATION, ET AL DATED SEPTEMBER 29, 1983 AND RECORDED IN BOOK 490, PAGE 17, REGISTRY NUMBER AB-3800 IN THE CONVEYANCE RECORDS OF BIENVILLE PARISH, LOUISIANA.

COVERS LEASES:

1172-0001	1172-0002	1172-0003	1172-0004	1172-0005
1172-0006	1172-0007			

ASSIGNMENT OF WORKING INTEREST FROM SUNSET INTERNATIONAL MANAGEMENT COMPANY TO CROWN CENTRAL PETROLEUM CORPORATION, ET AL DATED SEPTEMBER 29, 1983 AND RECORDED IN BOOK 490, PAGE 20, REGISTRY NUMBER 3801 IN THE CONVEYANCE RECORDS OF BIENVILLE PARISH, LOUISIANA.

COVERS LEASES:

1172-0001	1172-0002	1172-0003	1172-0004	1172-0005
1172-0006	1172-0007			

CORRECTIVE ASSIGNMENT OF WORKING INTEREST FROM SUNSET INTERNATIONAL MANAGEMENT COMPANY TO CROWN CENTRAL PETROLEUM CORPORATION, ET AL, DATED JANUARY 11, 1984, AND RECORDED IN BOOK 491, PAGE 938, REGISTRY NUMBER AB-5228 IN THE CONVEYANCE RECORDS OF BIENVILLE PARISH, LOUISIANA.

COVERS LEASES:

1172-0001	1172-0002	1172-0003	1172-0004	1172-0005
1172-0006	1172-0007			

FRANKS PETROLEUM, INC. AND PETROFUNDS
UPPER PETTIT SAND UNIT J (DAVIS BROTHERS LUMBER COMPANY NO. C-1 ALTERNATE)

CONSERVATION ORDER NO. 194-D-3
DATED MAY 21, 1984
FILE UNDER REGISTRY NUMBER AB-7203
CONVEYANCE BOOK 494, PAGE 737

CROWN'S UNIT NET REVENUE INTEREST .1044408
CROWN'S UNIT WORKING INTEREST .1250000

COVERS LEASES:

1172-0001	1172-0002	1172-0003	1172-0004	1172-0005
1172-0006	1172-0007			

GAS CONTRACT #1A-103A

DATED JUNE 22, 1969, AS AMENDED

PURCHASER: UNITED GAS PIPELINE COMPANY

COVERS LEASES:

1172-0001	1172-0002	1172-0003	1172-0004	1172-0005
1172-0006	1172-0007			

EXHIBIT A

CLAIBORNE PARISH, LOUISIANA

CLAIBORNE PARISH, LOUISIANA
EXHIBIT A

#0026-0001

A 100% INTEREST IN 10.5 ACRES, MORE OR LESS, DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT WHERE THE HAYNESVILLE & TAYLOR ROAD CROSSES THE SECTION LINE BETWEEN SECTION 36, TOWNSHIP 21 NORTH, RANGE 8 WEST, AND SECTION 1, TOWNSHIP 20 NORTH, RANGE 8 WEST, AND RUN EAST 660 FEET, THENCE NORTH 660 FEET, THENCE WEST TO THE HAYNESVILLE AND TAYLOR ROAD, THENCE SOUTH ALONG SAID ROAD TO THE POINT OF BEGINNING, AND BEING THE SAME INTEREST CONVEYED BY G. M. SPIDNER, ET AL TO WHITE OIL CORPORATION, BY DEED DATED DECEMBER 23, 1919, RECORDED IN VOLUME 17, PAGE 104 OF THE RECORDS OF CLAIBORNE PARISH, LOUISIANA.

#0482-0001

AN UNDIVIDED 1/44 INTEREST IN 517.00 ACRES, MORE OR LESS, DESCRIBED AS FOLLOWS:

TOWNSHIP 21 NORTH, RANGE 8 WEST

SECTION 10: NE/4 NE/4, N/2 NE/4 SE/4;

SECTION 11: SW/4 NW/4, N/2 SW/4, N/2 SE/4 SW/4;

SECTION 14: W/2 SE/4, E/2 SW/4, SW/4 SW/4;

LESS AND EXCEPT A 3.0 ACRE TRACT OUT OF THE W/2 OF THE SE/4 OF SECTION 14, AND BEING THAT CERTAIN 3.0 ACRE TRACT DONATED BY JAMES BRIDGMAN TO COAL SPRINGS CHURCH ON SEPTEMBER 6, 1913; DESCRIBED AS BEGINNING 70 YARDS WEST OF THE NORTHEAST CORNER OF THE NW/4 OF THE SE/4 OF SECTION 14; THENCE GO WEST 70 YARDS ALONG THE NORTH LINE OF THE NW/4 OF THE SE/4, THENCE SOUTH 140 YARDS, THENCE EAST 70 YARDS, THENCE NORTH 140 YARDS TO THE PLACE OF BEGINNING AND CONTAINING 2.02 ACRES, BUT CALLED 3.0 ACRES.

SECTION 23: W/2 NW/4, NW/4 SW/4;

AND BEING A PORTION OF THAT INTEREST CONVEYED BY WHITE OIL CORPORATION TO UNITED CENTRAL OIL CORPORATION BY CONVEYANCE DATED DECEMBER 27, 1923, RECORDED IN VOLUME 46, PAGE 354 OF THE RECORDS OF CLAIBORNE PARISH, LOUISIANA.

EXHIBIT A

EVANGELINE PARISH, LOUISIANA

EVANGELINE PARISH, LOUISIANA
EXHIBIT A

0158-0001 VILLE PLATTE PROSPECT

LEASE FROM MOISE E. ORTEGO, ET UX, AS LESSOR,
TO HARRY LUCAS, AS LESSEE,
DATED SEPTEMBER 8, 1937, RECORDED IN VOLUME 16, PAGE 288, ENTRY NC. 53441
IN THE OFFICE OF THE PARISH CLERK OF
EVANGELINE PARISH, LOUISIANA
LEASE COVERS:

1.0000000 MIN. RAL INTEREST IN 42.50 ACRES BEING PART OF
SECTIONS 1, 30 & 39, TOWNSHIP 4 SOUTH, RANGE 2 EAST,
SECTION 52, TOWNSHIP 3 SOUTH, RANGE 2 EAST, AND BEING MORE
PARTICULARLY DESCRIBED IN THE LEASE.
ALL DEPTHS

CROWN'S OVERRIDING ROYALTY INTEREST .109375000

DEVELOPED LEASE NUMBER 039032

LEASE NUMBER 0158-0001 AS DESCRIBED ABOVE IS SUBJECT TO THE FOLLOWING MATTERS,
TO THE EXTENT AND ONLY TO THE EXTENT THE SAME IS VALID AND SUBSISTING AND
AFFECT SAID LEASE.

ASSIGNMENT OF OIL, GAS AND MINERAL LEASE FROM HARRY LUCAS AND HERBERT DISMAN
TO CROWN CENTRAL PETROLEUM CORPORATION DATED JULY 29, 1940, RECORDED IN
CONVEYANCE BOOK B-51 PAGE 438 ENTRY NUMBER 67321, PARISH, RECORDS, EVANGELINE
PARISH, LOUISIANA.

COVERS LEASE:
0158-0001

FARM-OUT AGREEMENT NUMBER FO-015801
1-09-41 FARMOUT AGREEMENT
VILLE PLATTE AREA CROWN CENTRAL PETROLEUM CORPORATION TO GEORGE LILLY
RESERVING 1/8 OF 7/8 OVERRIDING ROYALTY INTEREST
COVERS LEASE:
0158-0001

UNIT AGREEMENT NUMBER UN-015801
9-01-50 UNIT AGREEMENT
VILLE PLATTE AREA OPERATOR: CONOCO
CROWN'S OVERRIDING ROYALTY INTEREST OF .109375 IS IN TOTAL PRODUCTION FROM
THE UNIT, ALTHOUGH CROWN'S LEASED ACREAGE (DESCRIBED AS TRACT 103) IS PARTIAL
ACREAGE WITHIN THE UNIT.
COVERS LEASE:
0158-0001

EXHIBIT A

IBERIA PARISH, LOUISIANA

IBERIA PARISH, LOUISIANA
EXHIBIT A

#0017-0001

AN UNDIVIDED 50% INTEREST IN 400.00 ACRES, MORE OR LESS, DESCRIBED AS FOLLOWS:

160.00 ACRES, BEING THE NE/4 OF SECTION 38; 160.00 ACRES, BEING THE
NW/4 OF SECTION 39; AND 80.00 ACRES, BEING THE N/2 OF SW/4 OF
SECTION 39; ALL IN TOWNSHIP 13 SOUTH, RANGE 6 EAST

AND BEING THE SAME INTEREST CONVEYED BY BERTRAM, GRISCOM & CO. TO WHITE OIL
COMPANY BY DEED DATED JULY 18, 1922, RECORDED IN VOLUME 100, PAGE 21 OF THE
RECORDS OF IBERIA PARISH, LOUISIANA.

EXHIBIT A
OFFSHORE, LOUISIANA

Page 1

REVISED 11-11-85

OFFSHORE, LOUISIANA
EXHIBIT A

0678-0001

PYRITE

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-2825) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, EFFECTIVE DECEMBER 1, 1984
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 781.25 ACRES BEING
E/2 E/2 SW/4, W/2 W/2 SE/4, E/2 SW/4 SE/4,
BLOCK 65, WEST CAMERON AREA, OCS OFFICIAL LEASING MAP,
LOUISIANA MAP NUMBER 1.

DEPTH A = FROM THE SURFACE DOWN TO 13,679 FEET
DEPTH B = FROM 13,679 FEET AND ALL DEPTHS BELOW

CROWN'S NET REVENUE INTEREST	.0184507 DEPTH A
CROWN'S WORKING INTEREST	.0222860 DEPTH A
CROWN'S NET REVENUE INTEREST	.0172523 DEPTH B
CROWN'S WORKING INTEREST	.0208330 DEPTH B

1.0000000 MINERAL INTEREST IN 4213.75 ACRES BEING
N/2, W/2 SW/4, W/2 E/2 SW/4, E/2 SE/4, E/2 NW/4 SE/4
WEST CAMERON AREA, BLOCK 65, OCS OFFICIAL LEASING MAP,
LOUISIANA MAP NUMBER 1.
ALL DEPTHS

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

DEVELOPED LEASE NUMBER 045010
DEVELOPED LEASE NUMBER 045020

LEASE NUMBER 0678-0001, 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 067801

OPERATING AGREEMENT NUMBER 067801, DATED 12-1-74 BETWEEN SHELL OIL COMPANY, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL, AND AS AMENDED BY LETTER AGREEMENT DATED 12-15-77.

COVERS LEASE:
0678-0001

LETTER AGREEMENT NUMBER 067801

LETTER AGREEMENT NUMBER 067801, DATED 12-5-74, BETWEEN SHELL OIL COMPANY AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.
COVERS LEASE:

REVISED 11-11-85

Page 2

0678-0001

LETTER AGREEMENT NUMBER 067802

LETTER AGREEMENT NUMBER 067802, DATED 8-29-77 BETWEEN SHELL OIL COMPANY, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.

COVERS LEASE:

0678-0001

LETTER AGREEMENT NUMBER 067803

LETTER AGREEMENT NUMBER 067803, DATED 10-3-77, BETWEEN FLORIDA, NOW CALLED THE CONTINENTAL GROUP AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.

COVERS LEASE:

0678-0001

LETTER AGREEMENT NUMBER 067805

LETTER AGREEMENT NUMBER 067805, DATED 6-8-79 BETWEEN FLORIDA GAS, NOW CALLED THE CONTINENTAL GROUP EXPLORATION COMPANY AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.

COVERS LEASE:

0678-0001

GAS CONTRACT NUMBER LA1-045A

GAS CONTRACT NUMBER LA1-045A, DATED 12-23-80, PURCHASER: TRANSCONTINENTAL GAS

COVERS LEASE:

0678-0001

GAS CONTRACT NUMBER LA1-045B

GAS CONTRACT NUMBER LA1-045B, DATED 12-10-80, PURCHASER: FLORIDA GAS, NOW CALLED THE CONTINENTAL GROUP

COVERS LEASE:

0678-0001

0679-0001

HORNFT

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4424) 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 5204.83 ACRES BEING
ALL OF BLOCK 221, VENTILION 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 0679-0001, 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 067901

OPERATING AGREEMENT NUMBER 067901, DATED 11-1-80, BETWEEN SHELL OIL COMPANY, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.

COVERS LEASE:

0679-0001

0680-0001

KRAIT

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-2892) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, EFFECTIVE DECEMBER 1, 1974

LEASE COVERS:

1.0000000 MINERAL INTEREST IN 2302.24 ACRES BEING
ALL OF BLOCK 10, EUGENE ISLAND AREA, OCS OFFICIAL LEAS-
ING MAP, LOUISIANA MAP NUMBER 4. BEING THAT PORTION LOCATED
MORE THAN ONE FOOT SEAWARD OF THE THIRD SUPPLEMENTAL DEGREE
LINE (404 U.S. 388 (DECEMBER 20, 1971)).
ALL DEPTHS

CROWN'S OVERRIDING ROYALTY INTEREST .0010416

LEASE NUMBER 0680-0001, 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.

FARMOUT AGREEMENT NUMBER 068001

FARMOUT AGREEMENT NUMBER 068001, DATED 11-1-79, FROM SHELL OIL COMPANY, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL, TO TRANSCO EXPLORATION COMPANY.

COVERS LEASE:

0680-0001

0681-0001

HOBBIT

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-5044) 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 5141.14 ACRES BEING
ALL OF BLOCK 259, SHIP SHOAL AREA, SOUTH ADDITION,
OCS LEASING MAP, LOUISIANA MAP NUMBER 5A.
ALL DEPTHS

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

0681-0002	HORBIT	PROSPECT
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LEASE (USA LEASE NUMBER OCS-G-5560) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OFFSHORE INCORPORATED, ET AL, AS LESSEE, EFFECTIVE JULY 1, 1983
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 5000.00 ACRES BEING
ALL OF BLOCK 258, SHIP SHOAL AREA, SOUTH ADDITION,
OCS LEASING MAP, LOUISIANA MAP NUMBER 5A.
ALL DEPTHS

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

LEASE NUMBERS 0681-0001 THROUGH 0681-0002, 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 068101

OPERATING AGREEMENT NUMBER 068101, DATED 4-1-82 BETWEEN SHELL OFFSHORE, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.

COVERS LEASES:

0681-0001
0681-0002

0762-0001	SOUTH WASP	PROSPECT
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LEASE (USA LEASE NUMBER OCS-G-4101) 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 5000.00 ACRES BEING
ALL OF BLOCK 240, EAST CAMERON AREA, SOUTH ADDITION,
AS SHOWN ON OCS OFFICIAL LEASING MAP, LOUISIANA MAP NUMBER 2A.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.0347222
CROWN'S WORKING INTEREST	.0416667

DEVELOPED LEASE NUMBER 043010
DEVELOPED LEASE NUMBER 043011

LEASE NUMBER 0762-0001, 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.

LETTER AGREEMENT NUMBER 076203, DATED 9-13-79, BETWEEN SHELL OIL COMPANY AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.

COVERS LEASE:

0762-0001

OPERATING AGREEMENT NUMBER 076201

OPERATING AGREEMENT, DATED 10-1-79, BETWEEN SHELL OIL COMPANY, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.

COVERS LEASE:

0762-0001

GAS CONTRACT NUMBER LA1-043B

GAS CONTRACT NUMBER LA1-043B, DATED 3-15-84, PURCHASER: TEXAS EASTERN TRANSMISSION

COVERS LEASE:

0762-0001

0763-0001

HOOKER

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4125) 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 1738.82 ACRES BEING
THAT PORTION OF BLOCK 37, MAIN PASS AREA, LOCATED IN ZONE 2 AS THAT
ZONE IS DEFINED IN THE INTERIM AGREEMENT, DATED 10-12-56 BETWEEN
THE UNITED STATES OF AMERICA AND STATE OF LOUISIANA AND THAT
PORTION OF BLOCK 56, BRETON SOUND AREA, LOCATED IN ZONE 3 AS
THAT ZONE IS DEFINED IN THE INTERIM AGREEMENT, DATED 10-12-56
BETWEEN THE UNITED STATES OF AMERICA AND STATE OF LOUISIANA, AS
SHOWN ON OCS LEASING MAP, LOUISIANA MAP NUMBER 10.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.0260416
CROWN'S WORKING INTEREST	.0312500

LEASE NUMBER 0763-0001, 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 076301

OPERATING AGREEMENT NUMBER 076301, DATED 10-1-79, BETWEEN SHELL, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.

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COVERS LEASE:
0763-0001

LETTER AGREEMENT NUMBER 076301

LETTER AGREEMENT NUMBER 076301, DATED 9-6-83, WAIVER OF PREFERENTIAL RIGHT TO PURCHASE. FLORIDA EXPLORATION COMPANY, CONVEYED THEIR INTEREST TO THE CONTINENTAL GROUP
COVERS LEASE:
0763-0001

GAS CONTRACT NUMBER LA1-047A

GAS CONTRACT NUMBER LA1-047A, DATED 5-13-82. PURCHASER: TENNESSEE GAS
COVERS LEASE:
0763-0001

DEVELOPED LEASE NUMBER 047010

0764-0001

CHEETAH

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4126) 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 4999.96 ACRES BEING
ALL OF BLOCK 310, MAIN PASS AREA, SOUTH AND EAST ADDITION,
AS SHOWN ON OCS OFFICIAL LEASING MAP, LOUISIANA MAP NUMBER 10A.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.0347222
CROWN'S WORKING INTEREST	.0416566

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(b) OF THE LEASE ITSELF.

LEASE NUMBER 0764-0001, 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.

UNIT AGREEMENT NUMBER 076401

UNIT AGREEMENT NUMBER 076401, DATED 7-1-84, BETWEEN CONOCO, ET AL, AND SHELL OFFSHORE, ET AL, WITH SHELL AS OPERATOR, COVERING PART OF CONOCO'S BLOCK 304 AND SHELL'S, ET AL, BLOCK 303 INsofar AND ONLY INsofar AS BLOCK 303 COVERS 1874.99 ACRES.

CROWN'S UNIT WORKING INTEREST	.0368835
CROWN'S UNIT NET REVENUE INTEREST	.0307357

COVERS LEASE:

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0764-0001

OPERATING AGREEMENT NUMBER 076401

OPERATING AGREEMENT NUMBER 076401, DATED 10-1-79, BETWEEN SHELL OFFSHORE, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.

COVERS LEASE:
0764-0001

GAS CONTRACT NUMBER LA1-048A

GAS CONTRACT NUMBER LA1-048A, DATED 10-9-84. PURCHASER: SOUTHERN NATURAL GAS
COVERS LEASE:
0764-0001

DEVELOPED LEASE NUMBER 048010

0808-0001

ABBY

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4496) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, EFFECTIVE NOVEMBER 1, 1980
LEASE COVERS:

1.00000000 MINERAL INTEREST IN 5760.00 ACRES BEING
ALL OF BLOCK 24, VIOSCA KNOLL, AS SHOWN ON OCS OFFICIAL
PROTRACTION DIAGRAM, NH 16-7.
ALL DEPTHS

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

THE 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.

0808-0002

ABBY

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4497) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, EFFECTIVE NOVEMBER 1, 1980
LEASE COVERS:

1.00000000 MINERAL INTEREST IN 5760.00 ACRES BEING
ALL OF BLOCK 68, VIOSCA KNOLL, AS SHOWN ON OCS OFFICIAL
PROTRACTION DIAGRAM, NH 16-7.
ALL DEPTHS

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

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 NUMBERS 0808-0001 THROUGH 0808-0002, 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 080801

OPERATING AGREEMENT NUMBER 080801, DATED 11-1-80, BETWEEN SHELL OFFSHORE, AS OPERATOR, FLORIDA EXPLORATION COMPANY, NOW CALLED THE CONTINENTAL GROUP, FLUOR OIL AND GAS, CROWN CENTRAL PETROLEUM CORPORATION, MAPCO, STRATA ENERGY, NOW CALLED NATURAL RESOURCE MANAGEMENT AND OCFOGO. INTEREST OF SHELL AND OCFOGO CHANGES AT 10,800 FEET.

COVERS LEASES:

0808-0001

0808-0002

0809-0001

ANGIE

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4495) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OIL COMPANY, ET AL, AS LESSEE, EFFECTIVE NOVEMBER 1, 1980

LEASE COVERS:

1.00000000 MINERAL INTEREST IN 5000.00 ACRES BEING
ALL OF BLOCK 32, CHANDELEUR SOUND AREA, AS SHOWN ON OCS
LEASING MAP, LOUISIANA MAP NUMBER 11.
ALL DEPTHS

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

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 0809-0001, 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 080901

OPERATING AGREEMENT NUMBER 080901, DATED 11-1-80, BETWEEN SHELL OFFSHORE, AS OPERATOR, FLORIDA EXPLORATION COMPANY, NOW CALLED THE CONTINENTAL GROUP, FLUOR OIL AND GAS, CROWN CENTRAL PETROLEUM CORPORATION, MAPCO INCORPORATED, STRATA ENERGY, NOW CALLED NATURAL RESOURCE MANAGEMENT, AND OCFOGO.

COVERS LEASE:

0809-0001

0810-0001

SOUTHEAST AUGITE

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4378) 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 14, SABINE PASS AREA, AS SHOWN ON OCS LEASING
MAP, LOUISIANA MAP NUMBER 12.
ALL DEPTHS

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

LEASE NUMBER 0810-0001, 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 081001

OPERATING AGREEMENT NUMBER 081001, DATED 11-1-80 BETWEEN SHELL OFFSHORE, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL. COVERS LEASE:
0810-0001

0837-0001

EAST RIDGE

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-5047) 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 5000.00 ACRES BEING
ALL OF BLOCK 25, SOUTH PELITO AREA, OCS LEASING MAP,
LOUISIANA MAP NUMBER 6.
ALL DEPTHS

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

LEASE NUMBER 0837-0001, 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 083701

OPERATING AGREEMENT NUMBER 083701, DATED 4-1-82, BETWEEN SHELL OFFSHORE, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.
COVERS LEASE:
0837-0001

0838-0001

MANX

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-5052) 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 5000.00 ACRES BEING
ALL OF BLOCK 83, SOUTH PASS AREA, SOUTH AND EAST ADDITION,
OCS LEASING MAP, LOUISIANA MAP NUMBER 9A.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.0234236
CROWN'S WORKING INTEREST	.0281017

LEASE NUMBER 0838-0001, 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 083801

OPERATING AGREEMENT NUMBER 083801, DATED 4-1-82, BETWEEN SHELL OFFSHORE, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.
COVERS LEASE:
0838-0001

0855-0001

MUSCOVITE

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4390) 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 167, WEST CAMERON AREA, AS SHOWN ON OCS
LEASING MAP, LOUISIANA MAP NUMBER 1.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST	.0216350
CROWN'S WORKING INTEREST	.0258621

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

LEASE NUMBER 0855-0001, 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 085501

OPERATING AGREEMENT NUMBER 085501, DATED 11-1-80, BETWEEN SHELL OIL COMPANY, AS OPERATOR, AND CROWN CENTRAL PETROLEUM CORPORATION, ET AL.

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COVERS LEASE:
0855-0001

0856-0001 WEST ONYX PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4085) 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 5000.00 ACRES BEING
ALL OF BLOCK 170, WEST CAMERON AREA, AS SHOWN ON OCS
OFFICIAL LEASING MAP, LOUISIANA MAP NUMBER 1.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .0347222
CROWN'S WORKING INTEREST .0416667

0856-0002 WEST ONYX PROSPECT

LEASE (USA LEASE NUMBER OCS-G-5284) FROM UNITED STATES OF AMERICA, AS LESSOR, TO SHELL OFFSHORE, INCORPORATED ET AL, AS LESSEE, EFFECTIVE JULY 1, 1983
LEASE COVERS:

1.0000000 MINERAL INTEREST IN 5000.00 ACRES BEING
ALL OF BLOCK 169, WEST CAMERON AREA, OCS LEASING MAP,
LOUISIANA MAP NUMBER 1.
ALL DEPTHS

CROWN'S NET REVENUE INTEREST .0347222
CROWN'S WORKING INTEREST .0416667

LEASE NUMBERS 0856-0001 THROUGH 0856-0002, INDICATIVE, 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 085601

OPERATING AGREEMENT, DATED 10-1-79, BETWEEN SHELL OIL COMPANY, AS OPERATOR, AND
CROWN CENTRAL PETROLEUM CORPORATION, ET AL.

COVERS LEASES:
0856-0001
0856-0002

0857-0001 NORTH BRUCITE PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4397) 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 291, WEST CAMERON AREA, WEST ADDITION, AS
SHOWN ON OCS LEASING MAP, LOUISIANA MAP NUMBER 1A.
ALL DEPTHS

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

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 0857-0001, 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 085701 OPERATING AGREEMENT NUMBER 085701, DATED 11-1-80, BETWEEN SHELL OIL, AS OPERATOR, FLORIDA EXPLORATION COMPANY, NOW CALLED THE CONTINENTAL GROUP, FLUOR OIL AND GAS, CROWN CENTRAL PETROLEUM CORPORATION, MAPCO, STRATA ENERGY, NOW CALLED NATURAL RESOURCE MANAGEMENT AND OCFOGO, INCORPORATED.

COVERS LEASE:
0857-0001

LETTER AGREEMENT NUMBER 085701

LETTER AGREEMENT NUMBER 085701, DATED 6-11-81, CROWN CENTRAL PETROLEUM CORPORATION AGREES TO PARTICIPATE IN NORTH BRUCITE EXPLORATION PLAN.
COVERS LEASE:

0857-0001

0859-0001

BERTHA

PROSPECT

LEASE (USA LEASE NUMBER OCS-G-4762) 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 5362.33 ACRES BEING
ALL OF BLOCK 287, 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

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, OCFOCO, 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 HORNET	PROSPECT
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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
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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 4138.89 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

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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 PROSPEC

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 .0220
CROWN'S WORKING INTEREST .028106

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 PHASES:

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

REVISED 11-11-85

PAGE 1

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 1287 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 JULY 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 paraphing 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:

MBANK HOUSTON, NATIONAL
ASSOCIATION

Jeril R. Benedict
Linda T. Teiley

BY: [Signature]

ITS: VICE PRESIDENT

Trudy Navarro
NOTARY PUBLIC

WBB-466

TRUDY NAVARRO
Notary Public, State of Texas
My Commission Expires January 31, 1988
Bonded by Lovett Agency, Lawyers Surety Corp

