

**ADOBE  
RESOURCES  
CORPORATION**

Corporate Center, Suite 1600  
1200 Smith Street  
Houston, Texas 77002

713-654-9922 Fax 713-739-1911

*L12012*



Bill D. Holland  
Senior Vice President

RECEIVED

June 12, 1990

Minerals Management Service  
Leasing & Environment

Minerals Management Service  
1201 Elmwood Park Boulevard  
New Orleans, Louisiana 70123-2394

Attention: LaNelle Boehm

Gentlemen:

Enclosed are Overriding Royalty Assignments on the following leases:

1. West Cameron 148	OCS-G 11768
2. East Cameron 116	OCS-G 11831
3. East Cameron 135	OCS-G 11833
4. South Timbalier 25	OCS-G 12012
5. South Timbalier 69	OCS-G 12015
6. South Timbalier 178	OCS-G 12019
7. South Timbalier 179	OCS-G 12020

Please put them on file. Also enclosed is my check for \$175.00 to cover the filing fees.

Yours very truly,

Bill D. Holland  
Senior Vice President

BDH:jvs  
Encs.

UNITED STATES OF AMERICA §  
 §  
 OUTER CONTINENTAL SHELF §

KNOW ALL MEN BY THESE PRESENTS

THAT ADOBE RESOURCES CORPORATION, whose address is 645 Madison Avenue, New York, New York 10022 (hereinafter referred to as Assignor) for and in consideration of the sum of One Hundred and No/100 (\$100.00) dollars, cash in hand paid to Assignor by HOLLAND EXPLORATION, INC., whose address is 13519 Pebblebrook, Houston, Texas 77039 (hereinafter referred to as Assignee), the receipt of which is hereby acknowledged, does hereby transfer, bargain, sell and assign unto Assignee a one percent (1%) overriding royalty interest in and to Assignor's interest in, to and under the Oil and Gas Lease described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Lease"), subject to the terms and provisions set forth herein.

The overriding royalty interest herein assigned is subject to the terms and provisions of the lease, any assignments thereof heretofore made, and any amendments or modifications of the lease or assignments, or any of them, heretofore or hereafter made, and Assignee agrees that any such amendments or modifications may be made without the consent or joinder of Assignee. The overriding royalty interest herein assigned is subject to all applicable laws, rules, regulations and orders of governmental authorities. Said overriding royalty interest shall be free and clear of all drilling, developing, and operating costs and expenses, but Assignee shall bear and pay all taxes of every nature whatsoever which may now or hereafter be applicable to or in any manner connected with or a lien upon Assignee's overriding royalty interest or the production attributable thereto, including without limitation all production, severance, windfall profit, gathering, transportation or similar taxes attributable to Assignee's interest and such other costs and charges as are applicable to and borne by the lessor's royalty under the terms of the Lease. It is expressly provided that no overriding royalty shall be paid or shall accrue upon any oil, gas, casinghead gas, or other hydrocarbon substances or minerals on which royalty is not payable to the Lessor pursuant to the provisions of the Lease and applicable regulations and which is used for operating, development, or production purposes upon the lands covered by the Lease or in treating said products to make them marketable, or unavoidably lost. No overriding royalty shall be payable upon gas and casinghead gas used for recycling or repressuring operations benefiting the lands covered by the Lease. If Assignor is required to assign or relinquish all or any portion of Assignor's interest in the lease, or the production therefrom, pursuant to any election by Assignor under any operating agreement or other agreement or order applicable thereto, no overriding royalty shall be payable on production attributable to such assigned or

relinquished interest. Assignor agrees to tender payment of the overriding royalty interest to Assignee on or before the last day of the month immediately following the month in which production takes place or within thirty (30) days following the receipt of proceeds from such production by Assignor, whichever is later.

No obligations, either express or implied, shall arise by reason of the assignment herein to Assignee, which shall obligate Assignor to keep and maintain the Lease in force and effect either by the payment of rentals, compensatory royalty, or other payments, or by the drilling of any wells upon the lands covered by the Lease, it being expressly understood that Assignee is to receive said overriding royalty interest in such production only out of the oil, gas and other hydrocarbon substances and minerals if, as, and when produced and saved at the will of the Assignor from said lands under the terms and provisions of the Lease, and Assignor herein, its successors, assigns and/or legal representatives may release the Lease or any part thereof at will and without liability to Assignee, his heirs, successors, assigns and/or legal representatives.

If the Lease covers less than the entire fee simple mineral estate in all or any portion of the lands covered thereby, whether said lesser interest is specified in the Lease or not, or if for any reason title should fail as to all or part of the leasehold interest acquired by Assignor, or if for any reason the interest acquired by Assignor in said leasehold estate is less than that purportedly assigned to the Assignor, or if Assignor owns less than the entire fee simple mineral estate, then the overriding royalty interest herein assigned to said Assignee shall be reduced proportionately with respect to such property. Assignor hereby reserves unto himself the right at any time, without the consent of Assignee, to unitize the Lease, or any part thereof, and/or overriding royalty interest herein granted, or any part thereof, to any unitization plan or agreement; and if any such unit or cooperative plan of operation or development is so adopted, the overriding royalty interest of Assignee applicable to that portion of the above described land which is included within such plan shall be computed on the basis of the production from the unitized area properly allocable to that portion of the property described above which is encompassed within said unitization plan in accordance with the provisions of such plan.

TO HAVE AND TO HOLD the overriding royalty interest hereinabove assigned unto the Assignee for and during the term and according to the terms and conditions of the Lease.

All of the provisions hereof shall extend to and be binding upon Assignor and Assignee and their heirs, successors, assigns and legal representatives. The overriding royalty interest herein assigned shall be applicable to any renewal, extension, or new lease taken or acquired by Assignor, his heirs, legal representatives or assigns, within one year after the date of termination of the Lease covering the same property, horizons and minerals.

IN WITNESS WHEREOF, this instrument is executed this 25th day of May, 1990.

ASSIGNOR:

ATTEST:

ADOBE RESOURCES CORPORATION

Jan Watson  
Jan Watson  
Assistant Secretary

By: H. R. Holcomb JMS  
H. R. Holcomb  
Vice President

ACKNOWLEDGEMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND   §

Before me, the undersigned, a Notary Public, on this day personally appeared H. R. Holcomb, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Adobe Resources Corporation, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

My Commission Expires:

3-9-92

Pita Ramirez  
Notary Public, State of Texas



PITA RAMIREZ  
Notary Public, State of Texas  
My commission expires 3-9-92

EXHIBIT "A"  
(Oil and Gas Lease)

Attached hereto and made a part hereof that  
certain Assignment of Overriding Royalty Interest  
dated May 25, 1990, by and between  
Adobe Resources Corporation and Hlland Exploration, Inc.

<u>Lease #</u>	<u>Lessor</u>	<u>Lessee</u>	<u>Date</u>	<u>Description</u>
25056	OCS-G 12012	Adobe Resources Corporation and Transco Exploration and Production Corporation	05-01-90	All of Block 25, South Timbalier Area, OCS Leasing Map, Louisiana Map No. 6