

CULLEN R. LISKOW (1983-1971)  
AUSTIN W. LEWIS (1980-1974)

ROBERT T. JORDEN  
GENE W. LAFITTE  
BILLY H. MINES  
JAMES L. PELLETIER  
THOMAS D. HARDENMAN  
JOHN M. KING  
EDWARD J. GAY III  
KENNETH E. GORDON, JR.  
LEON J. REYMOND, JR.  
J. BERRY ST. JOHN, JR.  
DONALD R. ABAUNZA  
JOHN M. WILSON  
LAWRENCE P. SIMON, JR.  
FREDERICK W. BRADLEY  
KERRY M. MASSARI  
S. GENE FENDLER  
THOMAS F. GUTTEN  
GEORGE H. ROBINSON, JR.  
GEORGE J. DOMAS  
MARILYN C. MALONEY  
JOSEPH C. GIGLIO, JR.  
BRUCE J. GRECK  
PATRICK W. GRAY  
DEBORAH BAHN PRICE  
ROBERT E. HOLDEN  
JOE B. NORMAN  
THOMAS W. K. NAMARA  
JAMES N. MANSFIELD III  
BILLY J. DOMINGUE  
LAMBERT M. LAPERCHISE  
FRANK E. MASSINGALE  
PHILIP A. JONES, JR.  
WILLIAM W. RUGH  
JULIE E. SCHWARTZ  
CHARLES B. GRIFFIS  
RICHARD W. REVELS, JR.  
JOSEPH P. HEBERT

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New Orleans, Louisiana

March 14, 1991

25557

MARGUERITE A. NOONAN  
DAVID W. LEEFE  
JAMES D. MICHAEL  
RICHARD E. ANDERSON  
WM. BLAKE BENNETT  
MARK A. LOWE  
GEORGE DENEORE, JR.  
DON K. HAYCRAFT  
EDWIN W. DENNARD  
WM. CRAIG WYMAN  
CATHERINE H. BROWN  
JAMES A. BROWN  
GEORGE D. ERNEST III  
R. KEITH JARRETT  
CHERYL V. CUNNINGHAM  
STEVIA M. WALTHER  
ROBERT S. ANGELICO  
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DENA L. OLIVER  
GEORGE ARCENEAUX III  
MARIE BREAU STROUD  
JONATHAN A. HUNTER  
DANIEL E. LAGRONE  
BRYAN D. SCOFIELD  
THOMAS P. DIAZ  
JOHN P. GUILLORY  
MARY S. JOHNSON  
KATHLEEN FRIEL KETCHUM  
INGER M. SJOSTROM  
SCOTT C. SELER  
CECILY ELLZEY BATEMAN  
CHERYL MOLLERE KORNICK  
MARK D. LATHAM  
SHANNON SKELTON HOLTZMAN  
JOHN C. ANJER  
CRAIG A. RYAN  
JANE J. SOLEWAGE  
G.C. SLAWSON, JR.  
KAREN KALER WHITFIELD

\*ADMITTED IN COLORADO ONLY

OF COUNSEL  
WILLIAM M. MEYERS  
CHARLES C. GREGGILLION

Ms. LaNelle Boehm  
Minerals Management Service  
1201 Elmwood Park Blvd.  
New Orleans, Louisiana 70123

Re: Filing Services  
OCS-G 5315  
OCS-G 5557  
OCS-G 5558

Dear Mrs. Boehm:

Enclosed please find three originally executed Assignments of Overriding Royalty Interests dated December 21, 1990, effective December 31, 1990, executed by Kirkland Energy Inc. in favor of A. E. Resources, Ltd.

The assignment affects OCS-G 5315, OCS-G 5557 and OCS-G 5558. Please file one originally executed copy of the assignment in the lease files maintained by your office for each of OCS-G 5315, OCS-5557 and OCS-G 5558. I have also enclosed a machine copy of the assignment and I would appreciate it if you would time/date stamp the document reflecting receipt by your office and return same to me in the self-addressed, stamped envelope enclosed herewith.

Enclosed is a check in the amount of \$75.00 to cover the requested filing services; however, if additional funds are required in order to accomplish the above request, please let me know and I will remit the balance due to you.

RECEIVED

MAR 18 1991

Minerals Management Service  
Leasing & Environment

March 14, 1991

Thank you for your cooperation in this matter and should you have any questions, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Lambert M. Laperouse".

Lambert M. Laperouse

IML:hs

Enclosures

116200JUL8

GULF OF MEXICO

UNITED STATES OF AMERICA

RECEIVED

MAR 18 1991

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Minerals Management Service  
Leasing & Environment

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made by KIRKLAND ENERGY INC., a Delaware corporation, having an address of 3 Vaughan Road, Harpenden Herts, England AL5 4HU ("Assignor") in favor of K. E. RESOURCES, LTD, a Delaware corporation, having an address of 3 Vaughan Road, Harpenden Herts, England AL5 4HU ("Assignee").

WITNESSETH:

Reference is hereby made for all purposes to that certain Assignment of Oil, Gas and Mineral Properties, dated May 18, 1990, effective as of 7:00 a.m., January 1, 1990, wherein Shell Oil Company Foundation conveyed to Assignor an overriding royalty interest in and to the following described oil and gas lease, to-wit:

OCS-G 5315: Oil and Gas Lease between the United States of America, as Lessor, and Shell Offshore Inc., et al., as Lessees, effective July 1, 1983, covering all of Block 368, West Cameron Area, West Addition OCS Leasing Map, Louisiana Map No. 1A.

The May 18, 1990 assignment is referred to hereafter as "Assignment No. 1".

Reference is hereby made for all purposes to that certain Assignment of Overriding Royalty Interest dated effective as of 7:00 a.m., July 1, 1990, wherein British Acadian Ltd., Inc. conveyed to Assignor an overriding royalty interest in and to the following described oil and gas leases, to-wit:

OCS-G 5557: Oil and Gas Lease between the United States of America, as Lessor, and Shell Offshore Inc., et al; as Lessees, dated effective as of July 1, 1983, covering all of Block 201, Ship Shoal Area, OCS Leasing Map, Louisiana Map No. 5.

OCS-G 5558: Oil and Gas Lease between the United States of America, as Lessor, and Tenneco Oil Company, as Lessee, dated effective as of July 1, 1983, covering all of Block 202, Ship Shoal Area, OCS Leasing Map, Louisiana Map No. 5.

The July 1, 1990 assignment identified above is referred to hereafter as "Assignment No. 2."

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby and by these presents grant, bargain, sell, assign, and convey unto Assignee all of the right, title, and interest acquired by Assignor in and to Assignment No. 1 Assignment No. 2, and in and to the oil and gas leases more particularly described in those assignments.

This Assignment is expressly made subject to the terms and provisions of Assignment No. 1 and Assignment No. 2, and this Assignment shall be binding upon the parties hereto, their respective successors and assigns.



IN WITNESS WHEREOF, this Assignment is executed in multiple originals this 21st day of December, 1990, in the presence of the undersigned competent witnesses, and shall be effective for all purposes as of the 31 day of December, 1990.

WITNESSES:

KIRKLAND ENERGY INC.

BY: 

K. E. RESOURCES, LTD

BY: 

ACKNOWLEDGEMENT

ENGLAND

TOWN OF HARPENDEN

On this 22nd day of December, 1990, before me personally appeared H G Wilson, to me personally known, who, being by me duly sworn, did say that he is the President of Kirkland Energy Inc., and said Appearer acknowledged to me, Notary, in the presence of the undersigned competent witnesses, 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.

IN WITNESS WHEREOF, said Appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, in the Town and Country aforesaid, on the date first above written.

WITNESSES:







  
NOTARY PUBLIC

P. R. CARR  
NOTARY PUBLIC  
HARPENDEN ENGLAND



**ACKNOWLEDGEMENT**

**ENGLAND**

**TOWN OF HARPENDEN**

On this 22nd day of December, 1990, before me personally appeared H G Wilson, to me personally known, who, being by me duly sworn, did say that he is the President of K. E. Resources, Ltd, and said Appearer acknowledged to me, Notary, in the presence of the undersigned competent witnesses, 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.

IN WITNESS WHEREOF, said Appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, in the Town and Country aforesaid, on the date first above written.

**WITNESSES:**

*[Signature]*  
*[Signature]*

*[Signature]*

*[Signature]*  
**NOTARY PUBLIC**

**P. R. CARR  
NOTARY PUBLIC  
HARPENDEN ENGLAND**



65557

# LISKOW & LEWIS

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New Orleans, Louisiana  
September 28, 1990

CHARLES B. GRIFFIS  
RICHARD W. REVELS, JR.  
JOSEPH R. HEBERT  
MARGUERITE A. NOCHAM  
DAVID W. LEEPE  
JAMES D. MENICHAEL  
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MARR D. LATHAM  
SHANNON BRELTON HOLTZMAN

OF COUNSEL  
WILLIAM M. MEYERS  
CHARLES C. GRAYBILLION  
ROBERT C. SMITH

RECEIVED

SEP 28 1990

Minerals Management Service  
Leasing & Environment

Ms. LaNelle Boehm  
Minerals Management Service  
1201 Elmwood Park Blvd.  
New Orleans, Louisiana 70123

Re: Filing Request  
OCS-G 5557 and OCS-G 5558  
Ship Shoal Blocks 201 and 202  
Offshore Louisiana

Dear Ms. Boehm:

Enclosed are two originals of an Assignment of Overriding Royalty Interests dated effective as of 7:00 a.m., July 1, 1990, executed by British Acadian Ltd., Inc. in favor of PSI Energy Resources, Inc. and Kirkland Energy Inc., affecting each of OCS-G 5557 and OCS-G 5558. The assignments reflect execution by Kirkland Energy Inc. Please file one copy of the assignment in the lease file maintained by your office for each of OCS-G 5557 and OCS-G 5558. Enclosed is a check in the amount of \$50.00 in order to cover filing charges.

RECEIVED

SEP 28 1990

Minerals Management Service  
Leasing & Environment

September 28, 1990

Thank you for your assistance in this matter.

Yours very truly,



Lambert M. Laperouse

LML:hs

Enclosures

THE ABOVE REQUEST WAS COMPLIED WITH

THIS 20TH DAY OF SEPTEMBER, 1990.

By:   
La Nelle Boehm

cc: Richard A. Goula  
Lynn C. Hantel  
Gil Armendariz, Esq.  
Short Allerton

092371LMLW

RECEIVED

SEP 28 1990

Minerals Management Service  
Leasing & Environment

RECEIVED

SEP 28 1990

Minerals Management Service  
Leasing & Environment

RECEIVED

GULF OF MEXICO

SEP 28 1990

UNITED STATES OF AMERICA

Minerals Management Service  
Leasing & Environment

**ASSIGNMENT OF OVERRIDING ROYALTY INTEREST**

**THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST**

("Assignment") is made by **BRITISH ACADIAN LTD., INC.**, a Texas corporation, having an address of Suite 404, 2020 Pinhook Road, Lafayette, Louisiana 70508 ("**BRITISH**"), in favor of **PSI ENERGY RESOURCES, INC.**, a Delaware corporation, having an address of 5847 San Felipe Plaza, Suite 1400, Houston, Texas 77057 ("**PSI**") and **KIRKLAND ENERGY INC.**, a Delaware corporation, having an address of 3 Vaughan Road, Harpenden Hertfordshire, AL5 4HU England ("**KIRKLAND**").

**W I T N E S S E T H :**

**WHEREAS**, pursuant to those certain Assignments of Operating Rights dated effective January 1, 1985, described on Exhibit "1" attached hereto and made a part hereof, by and between Shell Offshore Inc., Enron Oil & Gas Company, Apache Corporation, and Tenneco Oil Company (collectively referred to as the "Original Assignments"), Tenneco Oil Company assigned to Shell Offshore Inc. and Shell Offshore Inc. reserved certain overriding royalty interests in and to and affecting the oil, gas and other minerals that may be produced and saved from or allocable to the oil and gas leases described on Exhibit "1" attached hereto and made a part hereof (such overriding royalty interests in such leases are described on Exhibit "1" hereto and all other rights, properties, interests, privileges and benefits relating thereto acquired by Shell Offshore Inc. pursuant to the Original Assignments being herein collectively referred to as the "Overriding Royalty Interests").

**WHEREAS**, pursuant to that certain Assignment of Overriding Royalty Interest dated effective as of March 1, 1990, by and between Shell Offshore Inc., Corpus Christi Hydrocarbons Company and **BRITISH**, Shell Offshore Inc. assigned to **BRITISH** 95% of its right, title and interest in and to the Overriding Royalty Interests ("Shell Assignment").

**WHEREAS**, subject to the terms of this agreement, the interest in the Overriding Royalty Interests acquired by **BRITISH** in the Shell Assignment was acquired, in part, for the benefit of each of **PSI** and **KIRKLAND**.

**NOW, THEREFORE**, for and in consideration of the sum of Ten dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, **BRITISH** does hereby GRANT, BARGAIN, SELL, ASSIGN AND CONVEY unto **PSI** and **KIRKLAND**, their respective successors and assigns, 94.55% of the Overriding Royalty Interests conveyed by Shell Offshore Inc. in the Shell Assignment to Corpus Christi Hydrocarbons Company and **BRITISH**, in the amount of 75% to **PSI** and 19.55% to **KIRKLAND**, with the resulting effect that the 95% interest in and to the Overriding Royalty Interests acquired by **BRITISH** in the Shell Assignment is now owned as follows:

<b>BRITISH ACADIAN LTD., INC.</b>	00.45%
<b>PSI ENERGY RESOURCES, INC.</b>	75.00%
<b>KIRKLAND ENERGY INC.</b>	19.55%
	95.00%


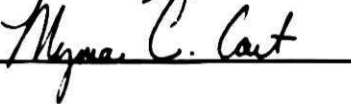
TO HAVE AND TO HOLD the interests conveyed herein to PSI and KIRKLAND and all rights, titles, interests, estates, options, powers and privileges appurtenant or incident thereto unto PSI and KIRKLAND, their respective successors and assigns forever.

This Assignment shall be subject to the following terms, conditions, reservations or exceptions:

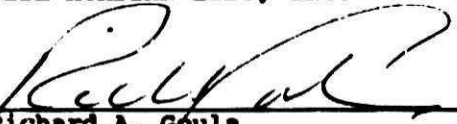
1. This Assignment shall at all times be subject to the terms, conditions, exceptions and reservations contained in a certain unrecorded SHIP SHOAL 201/202 EXCHANGE AGREEMENT, executed effective as of March 1, 1990, between Shell Offshore Inc., Corpus Christi Hydrocarbons Company and British Acadian Ltd., Inc., the terms of which may condition the interests conveyed in this Assignment. The unrecorded SHIP SHOAL 201/202 EXCHANGE AGREEMENT shall at all times govern the rights of the parties in the property transferred by this Assignment and all interested parties are hereby given notice of its existence.
2. Notwithstanding anything to the contrary contained herein, this Assignment shall be effective as of 7:00 a.m. local time, July 1, 1990.
3. This Assignment is made without warranty of any kind, express, statutory or implied, except that BRITISH does hereby warrant title to the portion of the Overriding Royalty Interests conveyed herein against all claims and demands of all persons lawfully claiming the same by, through or under BRITISH, but not otherwise and PSI and KIRKLAND are given full rights of subrogation and substitution in and to any and all rights and actions of warranty which BRITISH has or may have against BRITISH's predecessors in title.
4. The terms, conditions or exceptions contained herein shall constitute covenants running with the land and shall be binding upon, and for the benefit of, the respective successors and assigns of BRITISH, PSI and KIRKLAND.
5. This Assignment is executed in multiple originals and may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together will constitute but one and the same instrument.

EXECUTED AND DELIVERED in the presence of the undersigned competent witnesses as of the dates set out in the respective acknowledgments, but effective for all purposes as of 7:00 a.m., local time, July 1, 1990.

WITNESSES:

BRITISH ACADIAN LTD., INC.

By:   
Richard A. Goula  
President

**ACKNOWLEDGMENT**

**STATE OF LOUISIANA**

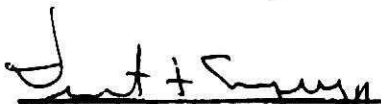
**PARISH OF ORLEANS**

On this 31st day of August, 1990, before me personally appeared RICHARD A. GOULA, to me personally known, who, being by me duly sworn, did say that he is the President of BRITISH ACADIAN LTD., INC. and said appearer acknowledged to me, Notary, in the presence of the undersigned competent witnesses, 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.

  
NOTARY PUBLIC

**INTERVENTION**

PSI ENERGY RESOURCES, INC. intervenes herein solely for the purpose of acknowledging that this assignment is made subject that certain Operating Agreement between Shell Offshore, Inc., Florida Exploration Company, Fluor Oil & Gas Corporation and Apache Corporation, dated July 1, 1983 (the "Agreement"). PSI ENERGY RESOURCES, INC. hereby agrees to be bound by all of the provisions of the Agreement.

  
\_\_\_\_\_  
Vincent P. Marques, Jr.

**ACKNOWLEDGMENT**



**STATE OF TEXAS**


**COUNTY OF HARRIS**

On this 30th day of August, 1990, before me personally appeared VINCENT P. MARQUES, JR., to me personally known, who, being by me duly sworn, did say that he is the Vice sident of PSI ENERGY RESOURCES, INC. and said appearer nowledged to me, Notary, in the presence of the undersigned competent witnesses, 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.

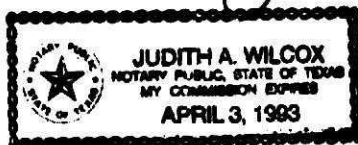
IN WITNESS WHEREOF, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, in the Parish and State aforesaid, on the date first above written.

WITNESSES:



  
NOTARY PUBLIC



**INTERVENTION**

KIRKLAND ENERGY INC. intervenes herein solely for the purpose of acknowledging that this assignment is made subject to that certain Operating Agreement between Shell Offshore, Inc., Florida Exploration Company, Fluor Oil & Gas Corporation and Apache Corporation, dated July 1, 1983 (the "Agreement"). KIRKLAND ENERGY INC. hereby agrees to be bound by all of the provisions of the Agreement.

H. G. Wilson  
H. G. Wilson, President

**ACKNOWLEDGMENT**

STATE OF LOUISIANA Parish of Orleans  
Town of Harpenden

On this 21st day of September, 1990, before me personally appeared H. G. WILSON, to me personally known, who, being by me duly sworn, did say that he is the President of KIRKLAND ENERGY INC. and said appearer acknowledged to me, Notary, in the presence of the undersigned competent witnesses, 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.

IN WITNESS WHEREOF, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, in the Parish and State aforesaid, on the date first above written. Town Harpenden County Orleans

WITNESSES:

M. M. M. M.  
L. M. B. B.

H. G. Wilson

A. B. B.  
NOTARY PUBLIC



## EXHIBIT I

### I. A 4.06250% overriding royalty interest in the following:

OCS-G 5557: All of Block 201, Ship Shoal Area, OCS Leasing Map, Louisiana Map No. 5, limited to all intervals from the surface of the earth to the stratigraphic equivalent of the top of the "MI" sand at a depth of 350' below the total depth of Conoco's Ship Shoal 201 No. 1 Well, same being 12,450' TVD.

### II. A 4.06250% overriding royalty interest in the following:

OCS-G 5558: All of Block 202, Ship Shoal Area, OCS Leasing Map, Louisiana Map No. 5, limited to all intervals from the surface of the earth to the stratigraphic equivalent of the top of the "MI" sand at a depth of 350' below the total depth of Conoco's Ship Shoal 201 No. 1 Well, same being 12,450' TVD; PROVIDED THAT, with respect to and only with respect to production from the Ship Shoal Area Block 202 No. 1 Well (now the Ship Shoal 202 No. A-1 well) attributable to the lease, limited to the intervals referenced herein, the overriding royalty interest is 4.65495%.

The above-described overriding royalty interests are subject to the following contracts and/or agreements affecting the respective leases:

1. Operating Agreement dated July 1, 1983, by and between Shell Offshore Inc., Florida Exploration Company, Florida Oil and Gas Corporation, and Apache Corporation.
2. Letter Agreement dated February 23, 1988, by and between Tenneco Oil Exploration and Production, Shell Offshore Inc., Enron Oil & Gas Company, Apache Corporation and Primary Fuels, Inc.
3. Assignment of Operating Rights dated effective January 1, 1985, by and between Shell Offshore Inc., Enron Oil & Gas Company, Apache Corporation, as Assignors, and Tenneco Oil Company, as Assignee, covering OCS-G 5557, Ship Shoal Area Block 201.
4. Assignment of Operating Rights dated effective January 1, 1985, by and between Tenneco Oil Company, as Assignor, and Shell Offshore Inc., Enron Oil & Gas Company and Apache Corporation, as Assignees, covering OCS-G 5558, Ship Shoal Area Block 202.
5. Assignment of Overriding Royalty Interest, dated effective as of March 1, 1990, by and between Shell Offshore Inc., British Acadian Ltd., Inc. and Corpus Christi Hydrocarbons Company affecting OCS-G 5557, Ship Shoal Area Block 201 and OCS-G 5558, Ship Shoal Area Block 202.

# LISKOW & LEWIS

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FACSIMILE (337) 237-2399

New Orleans, Louisiana

August 31, 1990

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RICHARD W. REVELL JR.  
JOSEPH R. HEBERT  
MARQUETTE A. NOONAN  
DAVID W. LEEFE  
JAMES D. MICHAEL  
RICHARD E. ANDERSON  
WM. BLAKE BENNETT  
MARR A. LINE  
GEORGE L. NEGRE JR.  
DON R. Y. RAFT  
EDWIN W. DEHARD  
WM. C. L. VAN  
CATH. R. L. TOWN  
JAMES L. LOWN  
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JOHN R. GUILLOTT  
MARY S. JOHNSON  
KATHLEEN F. BETCHUM  
INGER M. SJOYSTROM  
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CECILY ELLEY MATEMAN  
CHERYL MOLLER  
WALTER D. LATHAM  
FRANKLIN SHELTON HOLTEMAN

OF COUNSEL  
WILLIAM M. HART  
CHARLES C. BRUNSON  
ROBERT C. SMITH

CULLEN R. LISKOW (1983-1971)  
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R. W. E. GORDON JR.  
W. R. R. RITS  
L. D. J. REYNOLDS  
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LAWBERT M. LAPERDUE  
FRANK L. HASSINGALE  
PHILIP E. JONES JR.  
WILLIAM W. PUGH  
JULIE E. SCHWARTZ

## BY HAND DELIVERY

Ms. LaNelle Boehm  
Minerals Management Service  
1201 Elmwood Park Blvd.  
New Orleans, Louisiana 70123

Re: Filing Request  
OCS-G 5557 and OCS-G 5558  
Ship Shoal Blocks 201 and 202  
Offshore Louisiana

Dear Mrs. Boehm:

Enclosed are two originals of an Assignment of overriding royalty interests dated effective as of 7:00 a.m., July 1, 1990, executed by British Acadian Ltd., Inc. in favor of PSI Energy Resources, Inc. and Kirkland Energy Inc., affecting each of OCS-G 5557 and OCS-G 5558. Please file one copy of the assignment in the lease files maintained by your office for each of OCS-G 5557 and OCS-G 5558. Also enclosed is a check in the amount of \$50.00 in order to cover filing charges; however, if additional funds are necessary in order to comply with the above request, please so advise.

RECEIVED

AUG 31 1990

Minerals Management Service  
Leasing & Environment

August 31, 1990

Thank you for your assistance in this matter.

Yours very truly,



Lambert M. Laperouse

THE ABOVE REQUEST WAS COMPLIED WITH

THIS 31<sup>st</sup> DAY OF August, 1990.  
2:58 P.M.BY: La Nelle Bachman

LML:hs

Enclosure

cc: Richard A. Goula  
Lynn C. Mantel  
Gil Armandaris, Esq.  
Short Attention

CST/SLM

RECEIVED

GULF OF MEXICO

AUG 31 1985

UNITED STATES OF AMERICA

Minerals Management Service  
Leasing & Environment

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

**THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST** ("Assignment") is made by **BRITISH ACADIAN LTD., INC.**, a Texas corporation, having an address of Suite 400, 2020 Pinhook Road, Lafayette, Louisiana 70508 ("BRITISH"), in favor of **PSI ENERGY RESOURCES, INC.**, a Delaware corporation, having an address of 5847 San Felipe Plaza, Suite 1400, Houston, Texas 77057 ("PSI") and **KIRKLAND ENERGY INC.**, a Delaware corporation, having an address of 3 Vaughan Road, Harpenden Hertfordshire, AL5 4NU England ("KIRKLAND").

**W I T N E S S E T H :**

**WHEREAS**, pursuant to those certain Assignments of Operating Rights dated effective January 1, 1985, described on Exhibit "1" attached hereto and made a part hereof, by and between Shell Offshore Inc., Enron Oil & Gas Company, Apache Corporation, and Tenneco Oil Company (collectively referred to as the "Original Assignments"), Tenneco Oil Company assigned to Shell Offshore Inc. and Shell Offshore Inc. reserved certain overriding royalty interests in and to and affecting the oil, gas and other minerals that may be produced and saved from or allocable to the oil and gas leases described on Exhibit "1" attached hereto and made a part hereof (such overriding royalty interests in such leases are described on Exhibit "1" hereto and all other rights, properties, interests, privileges and benefits relating thereto acquired by Shell Offshore Inc. pursuant to the Original Assignments being herein collectively referred to as the "Overriding Royalty Interests")

**WHEREAS**, pursuant to that certain Assignment of Overriding Royalty Interest dated effective as of March 1, 1980, by and between Shell Offshore Inc., Corpus Christi Hydrocarbons Company and BRITISH, Shell Offshore Inc. assigned to BRITISH 95% of its right, title and interest in and to the Overriding Royalty Interests ("Shell Assignment").

**WHEREAS**, subject to the terms of this agreement, the interest in the Overriding Royalty Interests acquired by BRITISH in the Shell Assignment was acquired, in part, for the benefit of each of PSI and KIRKLAND.

**NOW, THEREFORE**, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, BRITISH does hereby GRANT, BARGAIN, SELL, ASSIGN AND CONVEY unto PSI and KIRKLAND, their respective successors and assigns, 94.55% of the Overriding Royalty Interests conveyed by Shell Offshore Inc. in the Shell Assignment to Corpus Christi Hydrocarbons Company and BRITISH, in the amount of 75% to PSI and 19.55% to KIRKLAND, with the resulting effect that the 95% interest in and to the Overriding Royalty Interests acquired by BRITISH in the Shell Assignment is now owned as follows:

BRITISH ACADIAN LTD., INC.	00.45%
PSI ENERGY RESOURCES, INC.	75.00%
KIRKLAND ENERGY INC.	19.55%
	95.00%

TO HAVE AND TO HOLD the interests conveyed herein to PSI and KIRKLAND and all rights, titles, interests, estates, options, powers and privileges appurtenant or incident thereto unto PSI and KIRKLAND, their respective successors and assigns forever.

This Assignment shall be subject to the following terms, conditions, reservations or exceptions:

1. This Assignment shall at all times be subject to the terms, conditions, exceptions and reservations contained in a certain unrecorded SHIP SHOAL 201/202 EXCHANGE AGREEMENT, executed effective as of March 1, 1990, between Shell Offshore Inc., Corvus Christi Hydrocarbons Company and British Acadian Ltd., Inc., the terms of which may condition the interests conveyed in this Assignment. The unrecorded SHIP SHOAL 201/202 EXCHANGE AGREEMENT shall at all times govern the rights of the parties in the property transferred by this Assignment and all interested parties are hereby given notice of its existence.
2. Notwithstanding anything to the contrary contained herein, this Assignment shall be effective as of 7:00 a.m. local time, July 1, 1990.
3. This Assignment is made without warranty of any kind, express, statutory or implied, except that BRITISH does hereby warrant title to the portion of the Overriding Royalty Interests conveyed herein against all claims and demands of all persons lawfully claiming the same by, through or under BRITISH, but not otherwise and PSI and KIRKLAND are given full rights of subrogation and substitution in and to any and all rights and actions of warranty which BRITISH has or may have against BRITISH's predecessors in title.
4. The terms, conditions or exceptions contained herein shall constitute covenants running with the land and shall be binding upon, and for the benefit of, the respective successors and assigns of BRITISH, PSI and KIRKLAND.
5. This Assignment is executed in multiple originals and may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together will constitute but one and the same instrument.

EXECUTED AND DELIVERED in the presence of the undersigned competent witnesses as of the dates set out in the respective acknowledgments, but effective for all purposes as of 7:00 a.m., local time, July 1, 1990.

WITNESSES:

BRITISH ACADIAN LTD., INC.

R. M. Stewart  
Myrna C. Cart

By: Richard A. Gdula  
Richard A. Gdula  
President

**ACKNOWLEDGMENT**

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

On this 31st day of August, 1990, before me personally appeared RICHARD A. GOULA, to me personally known, who, being by me duly sworn, did say that he is the President of BRITISH ACADIAN LTD., INC. and said appearer acknowledged to me, Notary, in the presence of the undersigned competent witnesses, 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.

  
NOTARY PUBLIC

**INTERVENTION**

PSI ENERGY RESOURCES, INC. intervenes herein solely for the purpose of acknowledging that this assignment is made subject that certain Operating Agreement between Shell Offshore, Inc., Florida Exploration Company, Fluor Oil & Gas Corporation and Apache Corporation, dated July 1, 1983 (the "Agreement"). PSI ENERGY RESOURCES, INC. hereby agrees to be bound by all of the provisions of the Agreement.

  
Vincent F. Marques, Jr.

**ACKNOWLEDGMENT**


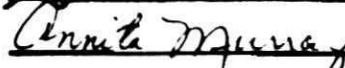
**STATE OF TEXAS**

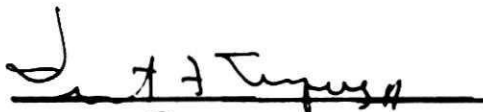
**COUNTY OF HARRIS**

On this 30th day of August, 1990, before me personally appeared VINCENT F. MARQUES, JR., to me personally known, who, being by me duly sworn, did say that he is the Vice President of PSI ENERGY RESOURCES, INC. and said appearer acknowledged to me, Notary, in the presence of the undersigned competent witnesses, 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.

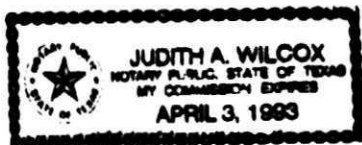
IN WITNESS WHEREOF, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, in the Parish and State aforesaid, on the date first above written.

WITNESSES:



  
NOTARY PUBLIC



**INTERVENTION**

**KIRKLAND ENERGY INC.** intervenes herein solely for the purpose of acknowledging that this assignment is made subject to that certain Operating Agreement between Shell Offshore, Inc., Florida Exploration Company, Fluor Oil & Gas Corporation and Apache Corporation, dated July 1, 1983 (the "Agreement"). **KIRKLAND ENERGY INC.** hereby agrees to be bound by all of the provisions of the Agreement.

\_\_\_\_\_  
**H. G. Wilson, President**

**ACKNOWLEDGMENT**

**STATE OF LOUISIANA**

**PARISH OF \_\_\_\_\_**

On this \_\_\_\_\_ day of \_\_\_\_\_, 1990, before me personally appeared **H. G. WILSON**, to me personally known, who, being by me duly sworn, did say that he is the President of **KIRKLAND ENERGY INC.** and said appearer acknowledged to me, Notary, in the presence of the undersigned competent witnesses, 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.

**IN WITNESS WHEREOF**, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, in the Parish and State aforesaid, on the date first above written.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

007000LAL3



## EXHIBIT I

### I. A 4.06250% overriding royalty interest in the following:

**OCS-G 5557:** All of Block 201, Ship Shoal Area, OCS Leasing Map, Louisiana Map No. 5, limited to all intervals from the surface of the earth to the stratigraphic equivalent of the top of the "MI" sand at a depth of 350' below the total depth of Conoco's Ship Shoal 201 No. 1 Well, same being 12,450' TVD.

### II. A 4.06250% overriding royalty interest in the following:

**OCS-G 5558:** All of Block 202, Ship Shoal Area, OCS Leasing Map, Louisiana Map No. 5, limited to all intervals from the surface of the earth to the stratigraphic equivalent of the top of the "MI" sand at a depth of 350' below the total depth of Conoco's Ship Shoal 201 No. 1 Well, same being 12,450' TVD; **PROVIDED THAT**, with respect to and only with respect to production from the Ship Shoal Area Block 202 No. 1 Well (now the Ship Shoal 202 No. A-1 well) attributable to the lease, limited to the intervals referenced herein, the overriding royalty interest is 4.65495%.

The above-described overriding royalty interests are subject to the following contracts and/or agreements affecting the respective leases:

1. Operating Agreement dated July 1, 1983, by and between Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation, and Apache Corporation.
2. Letter Agreement dated February 23, 1988, by and between Tenneco Oil Exploration and Production, Shell Offshore Inc., Enron Oil & Gas Company, Apache Corporation and Primary Fuels, Inc.
3. Assignment of Operating Rights dated effective January 1, 1985, by and between Shell Offshore Inc., Enron Oil & Gas Company, Apache Corporation, as Assignors, and Tenneco Oil Company, as Assignee, covering OCS-G 5557, Ship Shoal Area Block 201.
4. Assignment of Operating Rights dated effective January 1, 1985, by and between Tenneco Oil Company, as Assignor, and Shell Offshore Inc., Enron Oil & Gas Company and Apache Corporation, as Assignees, covering OCS-G 5558, Ship Shoal Area Block 202.
5. Assignment of Overriding Royalty Interest, dated effective as of March 1, 1990, by and between Shell Offshore Inc., British Acadian Ltd., Inc. and Corpus Christi Hydrocarbons Company affecting OCS-G 5557, Ship Shoal Area Block 201 and OCS-G 5558, Ship Shoal Area Block 202.



CULLEN R. LISKOW 19893-18711  
AUSTIN W. LEWIS 19810-18741

ROBERT T. JORDEN  
GENE W. LAFITTE  
BILLY H. MINES  
JAMES L. PELLETIER  
THOMAS D. WARDENMAN  
JOHN M. KING  
EDWARD J. GAY III  
KENNETH E. GORDON, JR.  
WILLIAM R. PITTS  
LEON J. REYNOLDS, JR.  
J. BERRY ST. JOHN, JR.  
DONALD R. ABRAHAM  
JOHN M. WILSON  
LAWRENCE R. SIMON, JR.  
FREDERICK W. BRADLEY  
KERRY M. HASSAN  
S. GENE FENDLER  
THOMAS F. GETTEN  
GEORGE H. ROBINSON, JR.  
GEORGE J. DONAS  
MARILYN C. MALONEY  
JOSEPH C. GIBSON, JR.  
BRUCE J. GRECH  
PATRICK W. GRAY  
DEBORAH BAHN PRICE  
ROBERT E. HOLDEN  
JOE B. NORMAN  
THOMAS M. McNAMARA  
JAMES N. MANSFIELD III  
BILLY J. DOMINGUE  
LAMBERT M. LAFROUSE  
FRANK E. HASSCHOALE  
PHILIP K. JONES, JR.  
WILLIAM V. CUSH  
JULIE E. SCHWARTZ

## LISKOW & LEWIS

A PROFESSIONAL LAW CORPORATION

ATTORNEYS AT LAW

NEW ORLEANS, LA. 70139-5001

ONE SHELL SQUARE  
FIFTIETH FLOOR  
TELEPHONE (504) 581-7979  
TELEX 588703 (LISKOW NLN)  
FACSIMILE (504) 588-5108  
(504) 582-5108

LAFAYETTE, LA. 70508-2008

822 HARDING STREET  
P.O. BOX 52008  
TELEPHONE (318) 232-7424  
TWX 510 800-3484 (LISKOW LAF)  
FACSIMILE (318) 267-2308

New Orleans, Louisiana  
August 31, 1990

CHARLES B. GRIFFIS  
RICHARD W. REVELL, JR.  
JOSEPH R. HEBERT  
MARGUERITE A. NOONAN  
DAVID W. LEEPE  
JAMES D. McMICHAEL  
RICHARD E. ANDERSON  
WM. BLAKE BENNETT  
MARK A. LOWE  
GEORGE DESEGRE, JR.  
DON H. HAYCRAFT  
EDWIN W. DENHARD  
WM. CRAIG WYMAN  
CATHERINE M. BROWN  
JAMES A. BROWN  
GEORGE D. ERNEST III  
R. KEITH JARRETT  
CHERYL V. CUNNINGHAM  
STEVEN M. WALTHER  
ROBERT S. ANGELICO  
ROBERT L. THERIOT  
DENA L. OLIVIER  
GEORGE ARSENAUX III  
REGINA R. FURRY  
MARIE BREAU STROUD  
JONATHAN A. HUNTER  
DANIEL E. LAGRONE  
BRYAN D. SCOPFIELD  
THOMAS R. DIAZ  
JOHN R. GUILLORY  
MARY T. JOHNSON  
KATHLEEN F. KETCHUM  
INGER H. SJOSTROM  
SCOTT C. SNIDER  
CECILY ELZEY BATEMAN  
CHERYL MOLLERE KORNICK  
MARK D. LATHAM  
SHANNON SKELTON HOLTMAN

OF COUNSEL  
WILLIAM M. MEYERS  
CHARLES C. GEMILLION  
ROBERT C. SMITH

### BY HAND DELIVERY

Ms. LaNelle Boehm  
Minerals Management Service  
1201 Elmwood Park Blvd.  
New Orleans, Louisiana 70123

Re: Filing Request  
OCS-G 5557 and OCS-G 5558  
Ship Shoal Blocks 201 and 202  
Offshore Louisiana

Dear Mrs. Boehm:

Enclosed are two originals of an Assignment of Overriding royalty Interests dated effective as of 7:00 a.m., March 1, 1990, executed by Shell Offshore Inc. in favor of British Acadian Ltd., Inc. and Corpus Christi Hydrocarbons Company, affecting overriding royalty interests in and to OCS-G 5557 and OCS-G 5558. Please file one copy of the assignment in the lease files maintained by your office for each of OCS-G 5557 and OCS-G 5558. Enclosed is a check in the amount of \$50.00 in order to cover filing charges; however, if additional funds are necessary in order to comply with the above request, please so advise.

RECEIVED

AUG 31 1990

Minerals Management Service  
Leasing & Environment

August 31, 1990

Thank you for your assistance in this matter.

Yours very truly,



Lambert M. Laperouse

THE ABOVE REQUEST WAS COMPLIED WITH

THIS 31st DAY OF August, 1990.  
2:57 P.M.

BY:

  
La Nelle Boehm

LNL:hs

Enclosure

cc: S. M. Ham  
Richard A. Goula  
Lynn C. Hantel  
Linda Ferzst  
Gil Armendaris, Esq.  
Short Allerton

ESTWALU

RECEIVED

AUG 31 1990

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Minerals Management Service  
Leasing & Environment

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("this Assignment") is made between SHELL OFFSHORE INC., a Delaware corporation, having a post office address of P.O. Box 61933, New Orleans, Louisiana 70161, herein called "SOI," BRITISH ACADIAN LTD., INC., a Texas corporation, having an address of Suite 404, 2020 Pinhook Road, Lafayette, Louisiana 70508, and CORPUS CHRISTI HYDROCARBONS COMPANY, a Delaware corporation, having an address of 1960 Houston Natural Gas Building, 1200 Travis, Houston, Texas 77002, herein collectively called "PURCHASER."

BEST AVAILABLE COPY

W I

WHEREAS, pursuant to those certain Assignments of Operating Rights dated effective January 1, 1985 described on Exhibit "1" attached hereto and made a part hereof by and between Shell Offshore Inc., Enron Oil & Gas Company, Apache Corporation, and Tenneco Oil Company, (collectively referred to as the "Original Assignments"), Tenneco Oil Company assigned to SOI and SOI reserved certain overriding royalty interests in and to and affecting the oil, gas and other minerals that may be produced and saved from or allocable to the oil and gas leases described on Exhibit "1" attached hereto and made a part hereof (such overriding interest in such leases are described on Exhibit "1" hereto and all other rights, properties, interests, privileges and benefits relating thereto acquired by SOI pursuant to said Assignments being herein collectively referred to as "Overriding Royalty Interests");

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, SOI

does hereby GRANT, BARGAIN, SELL, ASSIGN AND CONVEY unto PURCHASER, its successors and assigns all of its right, title and interest in and to the Overriding Royalty Interests in the proportions set out in Exhibit "1", TO HAVE AND TO HOLD the said Overriding Royalty Interests and all rights, titles, interests, estates, options, powers, and privileges appurtenant or incident thereto unto PURCHASER, its successors and assigns forever.

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

1. This ASSIGNMENT shall at all times be subject to the terms, conditions, exceptions and reservations contained in a certain unrecorded SHIP SHOAL 201/202 EXCHANGE AGREEMENT executed this date between SOI, BRITISH ACADIAN LTD., INC. and CORPUS CHRISTI HYDROCARBONS COMPANY, the terms of which may condition the interest conveyed by this ASSIGNMENT. The unrecorded SHIP SHOAL 201/202 EXCHANGE AGREEMENT shall at all times govern the rights of the parties in the property transferred by this ASSIGNMENT, and all interested parties are hereby given notice of its existence.

2. This ASSIGNMENT shall be effective as of 7:00 a.m., local time, March 1, 1990.

3. This ASSIGNMENT is made without warranty of any kind, express, statutory or implied, except that SOI does hereby warrant title to the Overriding Royalty Interests conveyed herein against all claims and demands of all persons lawfully claiming the same by, through or under SOI, but not otherwise and PURCHASER is given full rights of subrogation and substitution in and to any and all rights and actions of warranty which SOI has or may have against SOI's predecessors in title.

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

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

EXECUTED AND DELIVERED in the presence of the undersigned competent witnesses as of the dates set out in the respective acknowledgments but effective as of 7:00 am, local time, March . . . .

WITNESSES:



SHELL OFFSHORE INC.

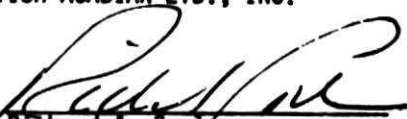
By:

  
R. W. Robison, Jr.  
Attorney-in-Fact



BRITISH ACADIAN LTD., INC.

By:

  
Richard A. Gould  
President



CORPUS CHRISTI HYDROCARBONS COMPANY

By:

  
Leslie W. Dunn  
President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned Notary Public, on this day personally appeared R. W. Robison, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as Attorney-in-Fact for SHELL OFFSHORE INC. a corporation, on the day and year therein mentioned and as the act and deed of said corporation, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30<sup>th</sup> day of August, 1990.

  
NOTARY PUBLIC in and for  
Orleans Parish, Louisiana

My Commission is issued for life.

JUDITH Y. ROBERTSON  
ATTORNEY-NOTARY PUBLIC  
ORLEANS PARISH  
STATE OF LOUISIANA  
My commission is issued for Life.

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned Notary Public, on this day personally appeared Richard A. Goula, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as President of BRITISH ACADIAN LTD., INC., a corporation, on the day and year therein mentioned and as the act and deed of said corporation, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31 day of August, 1990.

  
NOTARY PUBLIC in and for  
Orleans Parish, Louisiana

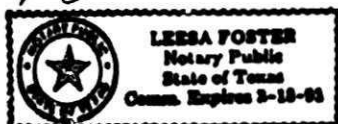
My Commission is issued for life.

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned Notary Public, on this day personally appeared LESLIE W. DUNN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as President of CORPUS CHRISTI HYDROCARBONS COMPANY, a corporation, on the day and year therein mentioned and as the act and deed of said corporation, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this Saturday of August, 1990.



  
NOTARY PUBLIC in and for  
County of Harris, State of Texas

My Commission expires:

3/18/92

EXHIBIT 1

TO SHIP SHOAL 201/202

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

DESCRIPTION OF THE SOI PROPERTY BEING ASSIGNED AND CONVEYED

SOI PROPERTY

- I. A 4.06250% (3.859375% to BALI, and 0.203125% to CCHC) overriding royalty interest in the following:

OCS-G 5557: All of Block 201, Ship Shoal Area, OCS Leasing Map, Louisiana Map No. 5, limited to all intervals from the surface of the earth to the stratigraphic equivalent of the top of the "MI" sand at a depth of 350' below the total depth of Conoco's Ship Shoal 201 No. 1 Well, same being 12,450' TVD.

- II. A 4.06250% (3.859375% to BALI, and 0.203125% to CCHC) overriding royalty interest in the following:

OCS-G 5558: All of Block 202, Ship Shoal Area, OCS Leasing Map, Louisiana Map No. 5, limited to all intervals from the surface of the earth to the stratigraphic equivalent of the top of the "MI" sand at a depth of 350' below the total depth of Conoco's Ship Shoal 201 No. 1 Well, same being 12,450' TVD; PROVIDED THAT, with respect to and only with respect to production from the Ship Shoal Area Block 202 No. 1 Well (now the Ship Shoal 202 No. A-1 well) attributable to the lease, limited to the intervals referenced herein, the overriding royalty interest is 4.65495% (4.42220% to BALI, and 0.23275% to CCHC).

The above-described overriding royalty interests are subject to the following contracts and/or agreements affecting the respective leases:

1. Operating Agreement dated July 1, 1983, by and between Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation, and Apache Corporation.
2. Letter Agreement dated February 23, 1988, by and between Tenneco Oil Exploration and Production, Shell Offshore Inc., Enron Oil & Gas Company, Apache Corporation and Primary Fuels, Inc.
3. Assignment of Operating Rights dated effective January 1, 1985, by and between Shell Offshore Inc., Enron Oil & Gas Company, Apache Corporation, as Assignors, and Tenneco Oil Company, as Assignee, covering OCS-G 5557, Ship Shoal Area Block 201.
4. Assignment of Operating Rights dated effective January 1, 1985, by and between Tenneco Oil Company, as Assignor, and Shell Offshore Inc., Enron Oil & Gas Company and Apache Corporation, as Assignees, covering OCS-G 5558, Ship Shoal Area Block 202.



45557

**MANGHAM, HARDY, ROLFS AND ABADIE**

ATTORNEYS AND COUNSELORS AT LAW  
SUITE 1400, THE FIRST NATIONAL BANK TOWERS  
800 JEFFERSON STREET  
P. O. BOX 9310  
LAFAYETTE, LOUISIANA 70508-3110  
(318) 233-6700  
TELECOPIER (318) 233-6661

SUITE 800, CITY PLAZA  
448 NORTH BOULEVARD  
POST OFFICE BOX 2851  
BATON ROUGE, LOUISIANA 70801  
(504) 343-0770  
TELECOPIER (504) 343-0110  
BY CHECK  
STEPHEN L. FLETCHER

WILLIAM B. MANGHAM  
ROBERT H. HARDY, JR.  
DAVID C. ROLFS, JR.  
JAMES E. ABADIE  
DONALD JAMES LABAREE  
BARBARA MARSHY STUBBS  
CHARLES R. WATKINS  
ROBERT L. BOONE  
JOHN E. SMITH, JR.  
JAMES E. SMITH, JR.  
WILLIAM B. CONLEY  
WILLIAM B. COLLEGE  
WILLIAM J. O'NEAL  
PAUL WATKINS, JR.  
WILLIAM E. STUBBS, JR.  
CHRISTINE A. MANGHAM  
PAUL T. BALLADIER

E. JAMES MANGHAM  
DONALD A. FLETCHER  
DONALD A. FLETCHER  
WILLIAM B. SMITH  
DAVID C. SMITH  
JOHN L. SMITH  
ROBERT E. SMITH  
DAVID WATKINS, JR.  
DAVID A. WATKINS  
LISA E. MANGHAM  
STEPHEN L. FLETCHER  
WILLIAM ABADIE, JR.  
WILLIAM L. SMITH  
WILLIAM, FLETCHER, JR.  
WILLIAM E. SMITH  
DONALD E. FLETCHER

April 23, 1990

**RECEIVED**

APR 24 1990

Minerals Management Service  
Leasing & Environment

United States Department of the Interior  
Minerals Management Service  
1201 Elmwood Park Blvd.  
New Orleans, Louisiana 70123-2394

Attention: Ms. LaNelle Boehm LE-3-1

Re: Leases	OCS-G 5044	OCS-G 5646
	OCS-G 5052	OCS-G 7779
	OCS-G 5195	OCS-G 7780
	OCS-G 5115	OCS-G 7783
	OCS-G 5309	OC -G 8446
	OCS-G 5408	OCS-G 8449
	<u>OCS-G 557</u>	OCS-G 8450
	OCS-G 5560	OCS-G 10858

Gentle :

Apache Corporation, APC Operating Partnership L.P. and Apache Offshore Petroleum Limited Partnership have executed a Financing Statement in favor of Bank of America National Trust and Savings Association, as Agent for and on behalf of certain Participants, covering collateral relating to the captioned leases. Enclosed please find one (1) original of this document.

To place third persons on notice as to the execution and efficacy of this instrument, please file the original Financing Statement in the appropriate file maintained by your office. We also request that you file a copy of this letter in the files in your office relating to each of the captioned leases.

United States Department of the Interior  
April 23, 1990  
Page 2

Your cooperation in this matter is appreciated.

Yours very truly,

MANGHAM, HARDY, ROLFS AND ABADIE

*William G. Conly*  
William G. Conly

WGC/mfa  
Enclosures

45557

**MANGHAM, HARDY, ROLFS AND ABADIE**

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TELECOPIER (504) 343-9116

BY COUNSEL

STEPHEN L. FREDERICK

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APR 24 1990

**Minerals Management Service  
Leasing & Environment**

April 23, 1990

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GEORGE B. HARDY, II  
CARLE C. ROLFS, II  
JAMES F. ABADIE  
DONALD JAMES LABAUVE  
BARBARET HANNEY BYCHEY  
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LELA H. HARDY  
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HAROLD ARON LAWRENCE  
ELIZABETH L. BURLINGHO  
MICHAEL THOMAS HALE  
ANDRE S. BOURGEOIS  
RONALD E. LATTIN

United States Department of the Interior  
Minerals Management Service  
1201 Elmwood Park Blvd.  
New Orleans, Louisiana 70123-2394

Attention: Ms. LaNelle Boehm LE-3-1

Re: Leases	OCS-G 5044	OCS-G 5646
	OCS-G 5052	OCS-G 7779
	OCS-G 5195	OCS-G 7780
	OCS-G 5315	OCS-G 7783
	OCS-G 5359	OCS-G 8446
	OCS-G 5408	OCS-G 8449
	<u>OCS-G 5557</u>	OCS-G 8450
	OCS-G 5560	OCS-G 10858

Gentlemen:

Apache Corporation, APC Operating Partnership L.P. and Apache Offshore Petroleum Limited Partnership have executed an Act of Collateral Mortgage and Pledge and Assignment of Proceeds and Production and Security Agreement in favor of Norwest Bank Minneapolis, National Association, as Agent for and on behalf of certain Participants, covering collateral relating to the captioned leases. Enclosed please find one (1) original of this document.

To place third persons on notice as to the execution and efficacy of this instrument, please file the original Act of Collateral Mortgage and Pledge and Assignment of Proceeds and Production and Security Agreement in the appropriate file maintained by your office. We also request that you file a copy of this letter in the files in your office relating to each of the captioned leases.

United States Department of the Interior  
April 23, 1990  
Page 2

Your cooperation in this matter is appreciated.

Yours very truly,

MANGHAM, HARDY, ROLFS AND ABADIE

*William G. Conly*  
William G. Conly

WGC/mfm  
Enclosures

H 5557

**MANGHAM, HARDY, ROLFS AND ABADIE**

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ELIZABETH L. GUGLIEMMO  
MICHAEL THOMAS HALE  
ANDRE S. BOURGEOIS  
RONALD F. LATTEY

April 23, 1990

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APR 24 1990

Minerals Management Service  
Leasing & Environment

United States Department of the Interior  
Minerals Management Service  
1201 Elmwood Park Blvd.  
New Orleans, Louisiana 70123-2394

Attention: Ms. LaNelle Boehm LE-3-1

Re: Leases	OCS-G 5044	OCS-G 5646
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United States Department of the Interior  
April 23, 1990  
Page 2

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*William G. Conly*  
William G. Conly

WGC/nfm  
Enclosures

45557

**MANGHAM, HARDY, ROLFS AND ABADIE**

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MICHAEL THOMAS HALE  
ANDRE S. BOURSEBOIS  
RONALD F. LATTER

April 23, 1990

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APR 24 1990

United States Department of the Interior  
Minerals Management Service  
1201 Elmwood Park Blvd.  
New Orleans, Louisiana 70123-2394

Minerals Management Service  
Leasing & Environment

Attention: Ms. LaNelle Br a LE-3-1

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	OCS-G 5052	OCS-G 7079
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United States Department of the Interior  
April 23, 1990  
Page 2

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Yours very truly,

MANGHAM, HARDY, ROLFS AND ASADIE

*William G. Conly*  
William G. Conly

WGC/mfm  
Enclosures



JOSEPH ONEBANE 1947-1991  
LAWRENCE E. DONOHUE, JR.  
JOHN ALLEN BERNARD  
JOHN G. TORIAN, II  
JAMES E. DIAZ  
TIMOTHY J. MCNAMARA  
EDWARD C. ABELL, JR.  
HELEN ONEBANE MENDELL  
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DANIEL G. FOURNIERAT  
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JOSEPH L. LEMOINE, JR.  
MARK L. RILEY  
GRAHAM H. SMITH  
GORDON T. WHITMAN  
KEITH M. BORME  
GARY R. KRAUS  
REBECCA F. DOHERTY  
RICHARD J. PETRE, JR.

ONEBANE, DONOHUE, BERNARD, TORIAN, DIAZ,

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A PROFESSIONAL LAW CORPORATION

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PATRICK G. TRACT JR.  
R. THOMAS JORDEN, JR.  
STEVEN B. RABALAIS  
KEVIN R. REES  
JOHN W. PENNY JR.  
MARK A. ACKAL  
PATRICK J. HANNA  
JOHN A. KELLER  
JOAN H. MARLER  
SUSAN E. HUTCHER  
JAMES M. DILL  
WILLIAM KEN HANNA  
JAMES M. WILKERRON  
MILES A. MATT  
JENNIFER A. McDANIEL

\*BOARD CERTIFIED TAX ATTORNEY  
LL.M. IN TAXATION  
MEMBERED PATENT ATTORNEY

May 1, 1989

**HAND-DELIVERED**

Mrs. Ruby I. Boehm (LE-3-1)  
United States Bureau of Land Management  
Minerals Management Service  
Gulf of Mexico, OCS Region  
1201 Elmwood Park Blvd.  
New Orleans, LA 70123-2394

Re: Recordation of Gas Purchase and  
Sales Agreement and Amendments Thereto

Dear Mrs. Boehm:

Enclosed herewith are certified copies of the following instruments,  
to-wit:

- (1) A Gas Purchase and Sales Agreement by and between Tenneco Oil Company, Seller, and Tennessee Gas Supply Corporation, Buyer, entered into on July 22, 1988, and made effective at 5:01 p.m. CDT, June 30, 1988, covering the offshore Gulf of Mexico area.
- (2) A Ratification and Amendment by and between TOC-Gulf of Mexico, Inc., and TOC-Gulf Coast, Inc., Seller, and Tenneco Gas Supply Corporation, Buyer, entered into on September 8, 1988, and effective September 1, 1988, being a ratification and amendment to that Gas Purchase and Sales Agreement referred under "(1)" above.
- (3) A Second Amendment by and between TOC-Gulf of Mexico, Inc., and TOC-Gulf Coast, Inc., Seller, and Tenneco Gas Supply Corporation, Buyer, entered into on November 8, 1988, and effective October 31, 1988, being a second amendment to that Gas Purchase and Sales Agreement referred under "(1)" above.

**RECEIVED**

**MAY 8 1989**

**Minerals Management Service  
Leasing & Environment**

Mrs. Ruby I. Boehm (LE-3-1)  
May 1, 1989  
Page 2

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- (4) A Third Amendment by and between TOC-Gulf of Mexico, Inc., Seller, and Tenneco Gas Supply Corporation, buyer, entered into on November 15, 1988, and effective November 1, 1988, being a third amendment to that Gas Purchase and Sales Agreement referred under "(1)" above.

The mineral leases which are committed, dedicated subject to or otherwise affected by the aforesaid Gas Purchase and Sales Agreement and Ratification and Amendments thereto are Federal leases which cover certain lands on the Outer Continental Shelf, offshore Louisiana, Texas, Mississippi and Alabama. The leases and lands are identified as follows:

BLOCK

OCS LEASE NUMBER

CHANDELEUR AREA 28/29 (1)	OCS-G-5740
EAST CAMERON 143	OCS-G-5369
EAST CAMERON 235	OCS-G-5386
EAST CAMERON 236	OCS-G-5387
EUGENE ISLAND 172	OCS-G-5494
EUGENE ISLAND 207	OCS-G-9586
EUGENE ISLAND 216	OCS-G-9587
EUGENE ISLAND 223	OCS-G-9588
EUGENE ISLAND 229	OCS-G-5505
EUGENE ISLAND 244	OCS-G-9589
EUGENE ISLAND 370	OCS-G-8695
GALVESTON ISLAND 424	OCS-G-4186
GRAND ISLE 44 (SOUTH HALF)	OCS-G-7786
HIGH ISLAND 128	OCS-G-5009
MAIN PASS 74	OCS-G-8746
MOBILE BAY 863 - SHALLOW	OCS-G-5748
MOBILE BAY 864 - SHALLOW	OCS-G-5064
MOBILE BAY 907 - SHALLOW	OCS-G-7844
MUSTANG ISLAND 769	OCS-G-5989
MUSTANG ISLAND 822	OCS-G-6002
MUSTANG ISLAND 823	OCS-G-6003
MUSTANG ISLAND 834	OCS-G-6006
MUSTANG ISLAND 835	OCS-G-6007
MUSTANG ISLAND 836	OCS-G-6008
MUSTANG ISLAND 845	OCS-G-6009
MUSTANG ISLAND 846	OCS-G-6010
MUSTANG ISLAND 847	OCS-G-6011
MUSTANG ISLAND 849	OCS-G-6012
MUSTANG ISLAND 868	OCS-G-6013
MUSTANG ISLAND 875	OCS-G-6014
MUSTANG ISLAND 876	OCS-G-6015
MUSTANG ISLAND A-22	OCS-G-4536
MUSTANG ISLAND A-30	OCS-G-6021
MUSTANG ISLAND A-31	OCS-G-4537
MUSTANG ISLAND A-34	OCS-G-8545

Mrs. Ruby I. Boehm (LE-3-1)  
May 1, 1989  
Page 3

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NORTH PADRE ISLAND 887	OCS-G-5947
NORTH PADRE ISLAND 888	OCS-G-5948
NORTH PADRE ISLAND 894	OCS-G-7134
NORTH PADRE ISLAND 895	OCS-G-7135
NORTH PADRE ISLAND 909	OCS-G-5952
SHIP SHOAL 129	OCS-G-7751
SHIP SHOAL 153	OCS-G-7752
SHIP SHOAL 193	OCS-G-8711
SHIP SHOAL 201	OCS-G-5557
SHIP SHOAL 202	OCS-G-5558
SOUTH MARSH ISLAND 104	OCS-G-7712
SOUTH MARSH ISLAND 117	OCS-G-5465
SOUTH MARSH ISLAND 118	OCS-G-4807
SOUTH MARSH ISLAND 64	OCS-G-8682
SOUTH MARSH ISLAND 65	OCS-G-7702
SOUTH MARSH ISLAND 77	OCS-G-7 03
SOUTH PELTO 16	OCS-G-8722
SOUTH TIMBALIER 100	OCS-G-5599
SOUTH TIMBALIER 111	OCS-G-5602
SOUTH TIMBALIER 147	OCS-G-4885
VERMILION 253	OCS-G-5031
VERMILION 95	OCS-G-5408
VERMILION 96	OCS-G-5409
WEST CAMERON 137	OCS-G-8621
WEST CAMERON 200	OCS-G-9403
WEST CAMERON 622	OCS-G-9431
WEST CAMERON 623	OCS-G-9432
WEST CAMERON 91	OCS-G-4387

It has been our experience with your office in the past when dealing with instruments of this length which affect a number of leases that the procedure to be followed is to file the certified copies of the instruments in one lease file, and to file letters in the remaining lease files reflecting the filing and referencing the lease file where the instruments can be found. We therefore request that the aforesaid certified copies of the instruments be recorded in the lease file for Galveston Island 424 - OCS Lease Number OCS-G-4186, and we enclose 62 copies of this letter to be filed in the remaining lease files. The person delivering these instruments will have our firm check for payment of the filing fees. We estimate the cost of filing to be \$1,650.00 (\$25.00 per filing, the four certified copies referred to above, and 62 copies of this letter). We also request that you indicate on the copy of this letter the date, time and place of the above filing.

It is our understanding that one drawback of this procedure is the possibility that the lease file for Galveston Island 424 OCS-G-4186 might at some point be placed in the archives. We don't know under what circumstances that might occur. We would assume that it is possible that Galveston Island 424 OCS-G-4186 could go off production or otherwise

Mrs. Ruby I. Boehm (LE-3-1)  
May 1, 1989  
Page 4

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terminate while the other leases were being maintained. We ask that you make a notation in your files to consult us prior to doing so, so that we may make any necessary arrangements to continue the effect of our filings.

We appreciate your assistance in this matter. If you have any questions or difficulties concerning this filing, please contact us.

With best wishes, I am,

Yours very truly

  
Thomas G. Smart

TGS/tah - 0256E  
Enclosures

Received the above instruments and filed same in the records of the office of the United States Minerals Management Service, New Orleans, Louisiana, this 8th day of May, 1989, at 10 o'clock A.M.

UNITED STATES MINERALS MANAGEMENT SERVICE

BY: 

45557

**MANCHAM, HARDY, ROLFS AND ABADIE**

ATTORNEYS AND COUNSELORS AT LAW

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HOUSTON, TEXAS 77056  
(713) 622-7418  
TELECOPIER (713) 622-3454

OF COUNSEL  
WILLIAM C. BROADHURST

PLEASE CONFINE THE ATTORNEY  
TO PROFESSIONAL LAW CORPORATION

July 25, 1988

**RECEIVED**

JUL 26 1988

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

Minerals Management Service  
Leasing & Environment

Attention: LE-3-1 Ms. Boehm

Re: Leases OCS-G 5557 and OCS-G 5558

Gentlemen:

General Sandefer Offshore Partnership and PSI, Inc. have executed an Exploration Funding Agreement relating to the oil, gas and mineral leases referenced above.

The addresses of the parties to the Exploration Funding Agreement are as follows:

General Sandefer Offshore Partnership  
1001 Fanin, Suite 2225  
Houston, Texas 77002-6785  
Attention: Mr. Jeff Sandefer

PSI, Inc.  
5847 San Felipe Plaza, Suite 910  
Houston, Texas 77057  
Attention: Vice President - Gathering

To place third persons on notice as to the execution and efficacy of the aforementioned Exploration Funding Agreement, please file the enclosed duplicate original of the Exploration Funding Agreement in the appropriate file maintained by your office. We also request that you file one copy of this letter in the appropriate files in your office relating to each of the captioned leases.

THESE DOCUMENTS WILL BE FOUND  
AT MORTGAGE FILE M-5557

United States Department of the Interior  
July 25, 1988  
Page 2

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,

MANGHAM, HARDY, ROLFS & ABADIE

  
Donald J. LaBauve

Enclosures

Filing Accomplished  
As Requested.

---

July \_\_, 1988.

2555-7

**BROADHURST, BROOK, MANGHAM & HARDY**

ATTORNEYS AND COUNSELORS AT LAW

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(713) 880-1484

SUITE 2800  
400 POYDRAS STREET  
NEW ORLEANS, LOUISIANA 70130  
(504) 588-0848

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MICHAEL B. MANGHAM  
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JAMES F. AGARDE  
WILLIAM S. COMLY  
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J. HEUSTON PARSONS  
VICTORIA REGGIE RACUN  
PAUL MICHAEL CULLEN  
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JAN L. WHITEHEAD  
CHRISTOPHER S. HATCHETT  
JAMES H. HORNBY  
RICHARD ERNEST SANTORA  
KATHLEEN H. KARRIE  
JOHN LYLE HENCHY  
GLEN SCOTT LOVE  
KAREN M. WORTHINGTON  
VERONICA PORTEOUS MARTELL  
PHILLIP D. CARROLLA  
WILLIAM T. CARLSON, JR.  
DAVID ARTHUR SHAW  
GEORGE SHERMAN HARRIS  
JULIE PAMELIAN SILBERT  
C. MICHAEL FUTRELL  
ROBERT J. GUNTHER  
VICTORIA A. GUNTER  
DAVID MARCUS PULMAN  
ANTHONY A. TARDANT  
ANDRE F. TOCE

NOT LISTED 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

RECEIVED

AUG 18 1986

Minerals Management Service  
Leasing & Environment

Re: Leases OCS-G 4762 OCS-G 5719  
OCS-G 4763 OCS-G 5720  
OCS-G 5044 OCS-G 5722  
OCS-G 5047 OCS-G 5723  
OCS-G 5052 OCS-G 5724  
OCS-G 5195 OCS-G 5728  
OCS-G 5278 OCS-G 5729  
OCS-G 5294 OCS-G 6822  
OCS-G 5315 OCS-G 6823  
OCS-G 5328 OCS-G 6824  
OCS-G 5359 OCS-G 7779  
OCS-G 5408 OCS-G 7780  
OCS-G 5557 OCS-G 7783  
OCS-G 5560 OCS-G 7817  
OCS-G 5597 OCS-G 7820  
OCS-G 5598 OCS-G 7822  
OCS-G 5622 OCS-G 8446  
OCS-G 5646 OCS-G 8449  
OCS-G 5700 OCS-G 8450  
OCS-G 5718

THESE DOCUMENTS WILL BE FOUND  
AT MORTGAGE FILE M- 4762

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 Sixth Supplement to Pledge Agreement which covers collateral relating to the oil, gas and mineral leases referenced above.

The addresses of the parties to the Sixth Supplement to Pledge Agreement are as follows:

Apache Corporation  
730 Second Avenue South  
Minneapolis, Minnesota 55402-2498

Bank of America National Trust and Savings Association  
555 California Street  
San Francisco, California 94104

To place third persons on notice as to the execution and efficacy of the aforementioned Sixth Supplement to Pledge Agreement, please file the enclosed duplicate original of the Sixth Supplement to Pledge Agreement in the appropriate file maintained by your office. We also request that you file one copy of this letter in the appropriate 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

Enclosures

Filing Accomplished

As Requested.



August 18, 1986.

WGC/mfn



**BROADHURST, BROOK, MANGHAM & HARDY**

ATTORNEYS AND COUNSELORS AT LAW

SUITE 1400, THE FIRST NATIONAL BANK TOWERS

606 JEFFERSON STREET

P. O. DRAWER 2870

LAFAYETTE, LOUISIANA 70502

(318) 233-8200

TELECOMPER (318) 233-8260

SUITE 800, CITY PLAZA  
448 NORTH BOULEVARD  
POST OFFICE BOX 3681  
BATON ROUGE, LOUISIANA 70821  
(504) 343-0700

SUITE 300  
1730 PENNSYLVANIA AVENUE, N.W.  
WASHINGTON, D.C. 20008  
(202) 628-8263

SUITE 1811  
FIRST CITY TOWER  
1001 FANNIN STREET  
HOUSTON, TEXAS 77002  
(713) 680-1484

SUITE 2800  
400 POYDRAS STREET  
NEW ORLEANS, LOUISIANA 70130  
(504) 588-0542

January 29, 1986

WILLIAM C. BROADHURST  
JACK PERCEE BISHOP  
MICHAEL R. BROADHURST  
GEORGE H. HARDY II  
WILLIAM E. BALEY  
DONALD JAMES LABAYE  
MARGARET MARGARET RITCHIE  
JOHN R. SCHUPP  
DON S. SMITH  
DALE C. SOLTE II  
SHERA S. HOLLIS  
CHARLES B. HENNING  
WILLIAM A. HENDERSON  
ROBERT L. GOSSE  
WILLIAM S. CONLY  
MICHAEL S. GOSLEE  
BRYAN A. BRILLANT  
MICHAEL J. GIBBS  
J. SEYMOUR PARSONS  
MICHAEL E. BERNARD  
JAMES LOWELL LARSEN JR.  
VICTORIA REGGIE BACUN  
JONNA B. PRITCH  
PAUL MICHAEL GALLER  
CHARLES C. ESTERHAUSE  
ROBERT T. HARRISON  
SAMUEL M. BROADHURST  
JAMES K. AGAR  
ADELLE O. HEDGECOCK  
PETER MARTIN BYRN  
RICHARD B. WILLIAMS JR.  
LOUIS R. BAUS  
WILLIAM L. GOSSE  
ROBERT L. LEDOLIA  
H. BRADY HARRISON  
HERBERT A. GOODWIN  
HERMAN E. GARNER JR.

DANIELLE H. LOMBARD  
WACLY S. BARNETT  
SAMUEL E. HENRY  
PAUL T. GALLAGHER  
MARY S. CHAPMAN  
JOHN S. BRADSHAW JR.  
ELIZABETH JANE HARTSHORN  
CHRISTINE A. HARRIS  
JOHN F. PARKER  
MICHAEL A. TORRINO JR.  
DOUGLAS F. PEDRO  
RANDALL A. AUST  
WILLIAM H. HARRIS II  
H. STEVE SMITH  
WILLIAM S. HARRISLAND JR.  
JAN L. WHITEHEAD  
CHRISTOPHER S. HATCHETT  
JANICE H. HENRY  
RICHARD GREGORY SANDFORD  
KATHLEEN H. BARRIE  
H. MARK CLAUDEL  
JOHN LYLE HENLEY  
GLENN SCOTT LOVE  
MAREN H. KORTHINGTON  
VERONICA PORTERUS HARTRELL  
WILLIAM S. CARROLL  
WILLIAM T. CARROLL JR.  
DAVID VITTHAL BRANT  
GEORGE S. HARRIS  
JULIE MARLENE SILBERT  
C. MICHAEL PUTRELL  
PATRICK S. HENRY  
ROBERT J. GUNTHER  
VICTORIA A. FLANN  
DAVID MARION PUGH  
MAREE K. TOCE

\*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: Leases	OCS-G 4762	OCS-G 5700
	OCS-G 4763	OCS-G 5718
	OCS-G 5008	OCS-G 5719
	OCS-G 5044	OCS-G 5720
	OCS-G 5047	OCS-G 5722
	OCS-G 5052	OCS-G 5723
	OCS-G 5195	OCS-G 5724
	OCS-G 5278	OCS-G 5728
	OCS-G 5294	OCS-G 5729
	OCS-G 5315	OCS-G 6822
	OCS-G 5328	OCS-G 6823
	OCS-G 5359	OCS-G 6824
	OCS-G 5408	OCS-G 7779
	<u>OCS-G 5557</u>	OCS-G 7780
	OCS-G 5560	OCS-G 7783
	OCS-G 5597	OCS-G 7820
	OCS-G 5598	OCS-G 7822
	OCS-G 5622	OCS-G 7817
	OCS-G 5646	

RECEIVED  
JAN 30 10 13 AM '86  
OFFICE OF THE REGIONAL DIRECTOR  
GULF OF MEXICO OCS REGION  
METAIRIE, LOUISIANA

THESE DOCUMENTS WILL BE FOUND  
AT MORTGAGE FILE M- 4762

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 Fifth Supplement to Pledge Agreement which covers collateral relating to the oil, gas and mineral leases referenced above.

The addresses of the parties to the Fifth Supplement to Pledge Agreement are as follows:

Apache Corporation  
730 Second Avenue South  
Minneapolis, Minnesota 55402-2498

Bank of America National Trust and Savings Association  
555 California Street  
San Francisco, California 94104

To place third persons on notice as to the execution and efficacy of the aforementioned Fifth Supplement to Pledge Agreement, please file the enclosed duplicate original of the Fifth Supplement to Pledge Agreement in the special file for mortgages maintained by your office. We also request that you file one copy of this letter in the appropriate 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

Enclosures

Filing Accomplished

As Requested.



January 30 1986.

WGC/mfm

**BROADHURST, BROOK, MANGHAM & HARDY**

ATTORNEYS AND COUNSELORS AT LAW

SUITE 1400, THE FIRST NATIONAL BANK TOWERS

666 JEFFERSON STREET

P. O. DRAWER 2870

LAFAYETTE, LOUISIANA 70502

(318) 233-6210

770 NORTH STREET  
POST OFFICE BOX 3881  
BATON ROUGE, LOUISIANA 70821  
(504) 248-6800

SUITE 300  
1730 PENNSYLVANIA AVENUE, N.W.  
WASHINGTON, D. C. 20006  
(202) 628-6383

SUITE 1811  
FIRST CITY TOWER  
1001 PANNIN STREET  
HOUSTON, TEXAS 77002  
(713) 680-1484

SUITE 2800  
400 POYDRAS STREET  
NEW ORLEANS, LOUISIANA 70130  
(504) 566-0842

August 6, 1985

WILLIAM C. BROADHURST  
JACK PIERCE BROOK  
MICHAEL R. MANGHAM  
GEORGE W. HARDY, III  
WILLIAM F. BAILEY  
DONALD JAMES LABAUVE  
MARGARET MARAIST RITCHEY  
JOHN R. SCHUPP  
DON B. SMITH\*  
EMILE C. ROLFS, III  
SHEILA S. HOLLIS\*  
CHARLES R. MINYARD  
WALLACE J. HENDERSON  
ROBERT L. BOESE  
WILLIAM G. CONLY  
MICHAEL G. OGLESBEE  
QUINCY THOMAS HINTON, JR.  
WAYNE A. SHULLAW  
MICHAEL J. O'BREE  
J. KENTON PARSONS  
MICHEL F. BERTUCCI  
JAMES LOWELL LANORY, J.  
VICTORIA REGGIE RAGLIN  
DONNA D. FRAICHE  
PAUL MICHAEL CULLEN  
CHARLES C. ZATARIAN, III  
ROBERT T. NIKRASUNA\*  
PETER MARTIN WITHAM\*  
RICHARD B. WILKINS, JR.  
LOUIS R. DAVIS  
WILLIAM L. GOODE  
WILLIAM M. SMITH, JR.\*

ROBERT L. LEDOUX  
H. DILLON MURCHISON  
KENNETH A. GOODWIN  
HERMAN E. GARNER, JR.  
DAKIELLE M. LOMBARDO  
SAMUEL E. MASUR  
PAUL T. GALLAGHER  
MARY G. CHAPPLIS  
JOHN D. BRASHER, JR.  
ELIZABETH JANE MEACHAM  
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  
M. STEVE SMITH  
WILLIAM D. HAWKLAND, JR.  
JAN L. WHITEHEAD  
CHRISTOPHER D. MATCHETT  
MARY ELIZABETH FUCHS  
JANICE M. HORNOT  
RICHARD ERNEST SANTORA  
KATHLEEN M. KARRÉ  
W. MARK CLAUDEL  
JOHN LYLE HENCHY  
GLEN SCOTT LOVE  
KAREN M. WORTHINGTON  
VERONICA PORTEOUS MARTZELL  
PHYLLIS D. CARNILLA\*

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 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	OCF-G 5720
	OCS-G 5052	OCS-G 5722
	OCS-G 5195	OCS-G 5723
	OCS-G 5278	OCS-G 5724
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	OCS-G 5328	OCS-G 6822
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	<del>OCS-G 5496</del>	OCS-G 7779
	<del>OCS-G 5511</del>	OCS-G 7780
	OCS-G 5557	OCS-G 7783
	OCS-G 5560	OCS-G 7820
	OCS-G 5597	OCS-G 7822

Aug 6 1 17 PM '85  
U.S. DEPT. OF THE INTERIOR  
MINERALS MANAGEMENT SERVICE  
GULF OF MEXICO OCS REGION  
METAIRIE, LOUISIANA

\*NOT ADMITTED IN LOUISIANA

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~~ <sup>thirty-eight</sup> oil, gas and mineral leases referenced above.

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,

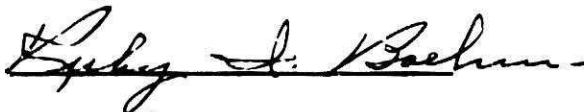
BROADHURST, BROOK,  
MANGHAM & HARDY

  
William G. Conly

Enclosures

Filing Accomplished

As Requested.



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, LaFouche, 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:

APACHE CORPORATION (COMPANY)

Charles Wright  
Janet V. Elmqvist

By: Donald F. Stanton  
Title: Executive Vice President

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

Allen Portman  
Carol L. Olson

By: [Signature]  
Title: Vice President

[Signature]  
Carol L. Olson

By: Allen Portman  
Title: Trust Officer

STATE OF MINNESOTA     ;  
                                  ) ss:  
COUNTY OF HENNEPIN    )

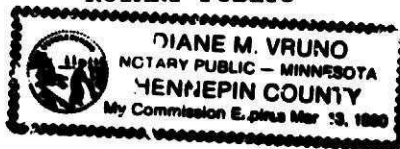
On this 1st day of August, 1985, before me appeared Darrell J. Egertson to me personally known, who, being by me duly sworn, did say that he is an Executive Vice President of Apache Corporation and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

Cheri Wright  
Jeanette E. Bergquist

Darrell J. 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. VINSON, 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:

*William J. Pomerleau*  
*Carol L. Olson*

*Thomas E. Vinson*  
VICE PRESIDENT

*Estela B. Pomerleau*  
NOTARY PUBLIC



STATE OF CALIFORNIA        )  
                                  ) ss:  
COUNTY OF SAN FRANCISCO )

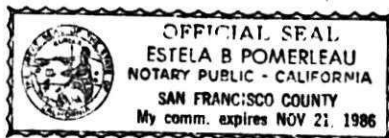
On this 5th day of August, 1985, before  
me appeared ALICE BOTELLO, to me personally known, who,  
being by me duly sworn, did say that he is a Trust Officer  
of Bank of America National Trust and Savings Association  
and that the foregoing instrument was signed on behalf of  
said corporation by 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 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% 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.

MCN-296

## **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**  
**SECOND SUPPLEMENT**

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

**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

**VIRGILLION PARISH**

Entry No. 8411751

**LAFOURCADE 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. 206880

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, HARD & REED**

ATTORNEYS AND COUNSELORS AT LAW

SUITE 1400, THE FIRST NATIONAL BANK TOWERS

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P. O. DRAWER 2870

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770 NORTH STREET  
POST OFFICE BOX 2851  
BATON ROUGE, LOUISIANA 70821  
(504) 348-0800

SUITE 300  
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WASHINGTON, D.C. 20005  
(202) 626-6363

SUITE 1920 - BOX 82  
FIRST CITY TOWER  
1001 FANNIN STREET  
HOUSTON, TEXAS 77002  
(713) 650-1484

SUITE 2818  
400 POYDRAS STREET  
NEW ORLEANS, LOUISIANA 70130  
(504) 588-0542

16  
October 20, 1984

WILLIAM C. BROADHURST  
JACK PIERCE BROOK  
MICHAEL R. MANGHAM  
GEORGE W. HARDY III  
OSCAR E. REED, JR.  
WILLIAM F. BAILEY  
DONALD JAMES LABAUVE  
MARGARET MARAIST RITCHIE  
JOHN R. SCHUPP  
DON S. SMITH  
EMILE C. ROLFS, III  
SHERA A. HOLLS  
ROBERT L. ROSE  
WILLIAM S. CONLY  
CHARLES R. MINYARD  
MICHAEL S. OGLEBEE  
QUINCY THOMAS HINTON, JR.  
WALLACE J. HENDERSON  
TED W. HOYT  
WAYNE A. SHULLAN  
MICHAEL J. O'SHEE  
J. KENTON PARSONS  
MICHEL F. BERTUCCI  
JAMES LORELL LANDRY JR.  
VICTORIA REGGIE RACLIN  
RICHARD S. WILKINS, JR.  
LOUIS R. DAVIS

\*NOT ADMITTED IN LOUISIANA

PAUL MICHAEL CULLEN  
WILLIAM L. GOODE  
STEPHEN LABAUVE FREDERICK  
ROBERT L. LEDOUX  
HERMAN E. BARNER, JR.  
ROBERT E. HIRSHMAN  
SAMUEL E. MASUR  
PAUL T. GALLAGHER  
MARY G. CHAPPUIS  
JOHN D. BRASHER, JR.  
ELIZABETH JANE HEACHAM  
CHRISTINE A. MARSH  
JOHN F. PARKER  
JOHN W. MILLER  
MICHAEL A. TOMINO, JR.  
DOUGLAS F. PEDGO  
RANDALL A. KARR  
DAVID A. AYMOND  
WILLIAM M. HUDSON, III  
H. STEVE SMITH  
WILLIAM D. HAWKLAND, JR.  
JAN L. WHITEHEAD  
CHRISTOPHER U. MATCHETT  
MARY FUCHS MORGAN  
JANICE M. HORNOT  
RICHARD ERNEST SANTORA  
KATHLEEN M. KARRÉ

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

Attention: I.E-3-1 Ms. Boehm

Re: Leases

~~OCS G 4748~~

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 5328  
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 6822  
OCS G 6823  
OCS G 6824

RECEIVED  
OCT 16 12 23 PM '84  
MINERALS MANAGEMENT SERVICE  
GULF OF MEXICO OCS REGION  
METAIRIE, LOUISIANA



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 Third Supplement to Pledge Agreement which covers collateral relating to the thirty-six oil, gas and mineral leases referenced above.

*five*  
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.

*Richard J. Bachman*  
OCT 16 1984.

196/WGC

THIRD SUPPLEMENT TO PLEDGE AGREEMENT

REC-113  
Oct 16 12 27 PM '84

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 \$800,000.00 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 L. Hoffman  
Leslie J. Wright

David L. Oka  
John L. Lerner  
Thomas E. Statler  
David L. Oka

APACHE CORPORATION (COMPANY)

By: Samuel E. Hyatt  
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: Alia Martin  
Its: TRUST DEPOSITOR

STATE OF MINNESOTA )

) ss:

COUNTY OF HENNEPIN )

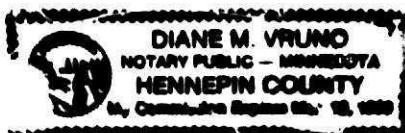
On this 8th day of October, 1954, before me appeared WILLIAM J. BENDER, to me personally known, who, being by me duly sworn, did say that he is an Executive Vice President of Apache Corporation and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Appearer acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

Celia S. Hoffman  
Leslie A. Wright

Randall Peyton

DIANE M. VRUNO  
NOTARY PUBLIC



STATE OF CALIFORNIA )

) ss:

COUNTY OF SAN FRANCISCO )

On this 10<sup>th</sup> day of October, 1984, before me appeared THOMAS E. 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

Edward L. Oka  
Julia J. Oka

Thomas E. Hatcher

Estela B. Pomerleau  
NOTARY PUBLIC



STATE OF CALIFORNIA )

) SS:

COUNTY OF S N FRANCISCO )

On this 10<sup>th</sup> day of October, 1984, before me appeared ALICE BOIELLO, 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 Appraiser acknowledged said instrument to be the free act and deed of said corporation.

WITNESSES:

Charles L. O'Connell  
Charles L. O'Connell

William J. O'Connell

Estela B. Pomeroy  
NOTARY PUBLIC





**Schedule I**

**CAMERON PARISH, LOUISIANA**

Pledge Agreement: Mortgage Record No. 101,  
File Number 175237

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

**IRERIA 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**  
**SECOND SUPPLEMENT**

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

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  
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OCS-G 5195  
OCS-G 5278  
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OCS-G 5597  
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OCS-G 5622  
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OCS-G 5700  
OCS-G 5718  
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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 OCS-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 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.

**BROADHURST, BROOK, MANGHAM, HARDY & REED**

ATTORNEYS AND COUNSELORS AT LAW  
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TELEPHONE (318) 233-8200  
  
ONE AMERICAN PLACE  
SUITE 1428  
BATON ROUGE, LOUISIANA 70825  
TELEPHONE (504) 343-9086

Lafayette, Louisiana  
July 26, 1983

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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JAMES LOWELL LANDRY, JR.  
WAYNE A. SHULLAW  
TED W. HOYT  
SAMUEL E. MASUR  
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ELIZABETH JANE HASTINGS  
CHRISTINE A. MARICH  
JOHN F. PARKER  
JOHN W. MILLER  
MICHAEL A. TOMINO, JR.

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

Re: Leases OCS G 5719

OCS G 5729  
OCS G 5728  
OCS G 5724  
OCS G 5723  
OCS G 5722  
OCS G 5720  
OCS G 5718  
OCS G 5700  
OCS G 5560  
OCS G 5496  
OCS G 5359  
OCS G 5408  
OCS G 5646  
OCS G 5622  
OCS G 5598  
OCS G 5195

OCS G 5328  
OCS G 5294  
OCS G 5278  
OCS G 5511  
~~OCS G 5557~~  
OCS G 5597  
OCS G 5315  
OCS G 4762  
OCS G 4763  
OCS G 5008  
OCS G 5044  
OCS G 5047  
OCS G 5052  
OCS G 4749  
OCS G 4900  
OCS G 4901



Gentlemen:

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

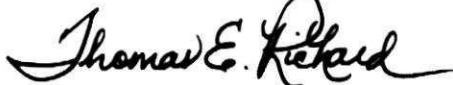
United States Department  
of the Interior  
Page 2  
July 26, 1983

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 \$500,000,000.00 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, La-Fourche, 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. Pagel  
Christy Longblom

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

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

Walter H. Hark  
Trust Officer

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

Wagner Trust  
Trust Officer

By Lucinda M. Smith  
Vice President

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF HENNEPIN)

On this 22<sup>nd</sup> 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.

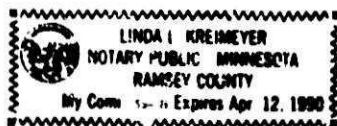
WITNESSES:

Christa Youngblom  
Ann C. Page

Darrell J. Egertson  
Darrell J. Egertson

Linda Kreimeyer  
(Notary Public)

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF SAN FRANCISCO)



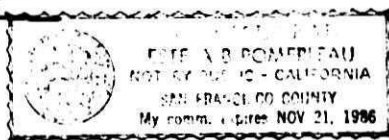
On this 25<sup>th</sup> day of July, 1983, before me appeared John P. Sheehy, to me personally known, who, being by me duly sworn, did say that he is a Senior Vice President of Bank of America National Trust and Savings Association and that the foregoing instrument was signed on behalf of said corporation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

WITNESSES:

Wagner Trust  
Trust Officer

John P. Sheehy  
John P. Sheehy

Eileen B. Bourgeois  
(Notary Public)



STATE OF CALIFORNIA       )  
                                      ) SS  
COUNTY OF SAN FRANCISCO)

On this 25<sup>th</sup> day of July, 1983, before me appeared LUCINDA M.S. SMITH, 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:

Waipio Trust  
TRUST OFFICER  
Trust Officer

Lucinda M. Smith

Estel B. Pomerleau  
(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 697447**

**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 587796**

**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 5328



**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 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 Lessees, 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 5644, effective July 1, 1983, affecting all of Block 133, 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 5496, 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. 1A. 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

P. O. DRAWER 2879

SUITE 1400, THE FIRST NATIONAL BANK TOWERS

686 JEFFERSON STREET

LAFAYETTE, LOUISIANA 70502

TELEPHONE (318) 233-8200

ONE AMERICAN PLACE

SUITE 1428

BATON ROUGE, LOUISIANA 70825

TELEPHONE (504) 343-9098

Lafayette, Louisiana  
July 22, 1983

WILLIAM C. BROADHURST  
JACK PIERCE BROOK  
MICHAEL R. MANCHAM  
GEORGE W. HARDY, III  
OSCAR E. REED, JR.  
WILLIAM F. BAILEY  
DONALD JAMES LABAUME  
MARGARET MAE WAT RITCHIE  
ROBERT L. BOESE  
WILLIAM F. CANDY, JR.  
JOHN R. SCHUPP  
WILLIAM C. CONLY  
CHARLES R. MINYARD  
MICHAEL G. OGLESBEE  
PAUL MICHAEL CULLEN  
THOMAS E. RICHARD

MICHAEL J. O'SHEE  
J. KENTON PARSONS  
MICHEL F. BERTUCCI  
JAMES LOWELL LANDRY, JR.  
WAYNE A. SHULLAW  
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ELIZABETH JANE HASTINGS  
CHRISTINE A. MARCH  
JOHN F. PARKER  
JOHN W. MILLER  
MICHAEL A. TOMINO, JR.

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 5729  
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OCS G 5511  
OCS G 5557  
OCS G 5597  
OCS G 5315



United States Department  
of the Interior  
Page 2  
July 22, 1983

Gentlemen:

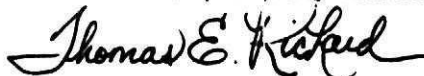
Apache Corporation and Bank of American National Trust and Savings Association, acting as Agent for and on behalf of certain Participants, have previously executed a Pledge Agreement and a First Supplement to Pledge Agreement covering collateral relating to certain OCS leases. Enclosed please find twenty-three certified copies each of the Pledge Agreement and First Supplement to Pledge Agreement.

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

In the space provided on the xerox copies of this letter please acknowledge that filing has been accomplished pursuant to this request and return one copy of the same to the undersigned.

Very truly yours,

BROADHURST, BROOK, MANGHAM, HARDY & REED



Thomas E. Richard

TER/sl

Enclosures

Filing Accomplished

As Requested.



JUL 27, 1983.



**PLEDGE AGREEMENT**

APR 7 11 05 AM '83  
BUREAU OF  
OUTER SPACE  
NEW ORLEANS

**RECEIVED**

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 Participant 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.

E. 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 or 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 unleased) 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 thereon (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. 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 (an "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.



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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 or announcement 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 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 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 or of 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 and after the payment by Agent of any other amount required or 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. Torgler*

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. Torgler*  
*Lynn P. Carter*  
*Frank H. Torgler*

By *John P. Shubert*  
John P. Shubert  
Vice President SENIOR VICE PRESIDENT

By *Myra H. Brown*  
Myra H. Brown  
Vice President Vice President

AGENT FOR SECURED PARTIES

STATE OF Minnesota  
County OF Hennepin

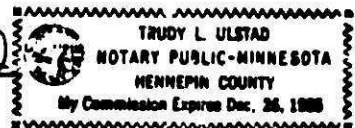
On this 6th day of April, 1982, before me appeared G. C. Hann, to me personally known, who, being by my duly sworn, did say that he is the Vice President of APACHE CORPORATION and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and said Appearer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

WITNESSES:

James P. Carter  
Frank H. Page

G. C. Hann  
G. C. Hann

Trudy L. Ulstad  
NOTARY PUBLIC



STATE OF Minnesota  
County OF Hennepin

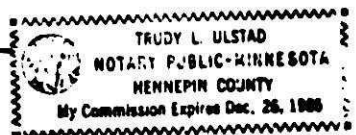
On this 6th day of April, 1982, before me appeared JOHN P. SHEEHY, to me personally known, who, being by me duly sworn, did say that he is the Vice President of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, and that the foregoing instrument was signed on behalf of said corporation by authority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

WITNESSES:

James P. Carter  
Frank H. Page

John P. Sheehy  
JOHN P. SHEEHY  
BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION  
VICE PRESIDENT

Trudy L. Ulstad  
NOTARY PUBLIC



STATE OF Minnesota

County OF Hennepin

On this 16th day of April, 1982, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he 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:

James P. Carter  
Frank H. Davis

Myrna R. Boone  
MYRNA R. BOONE  
Vice President

Trudy L. Ulstad  
NOTARY PUBLIC

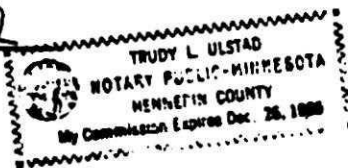


EXHIBIT A  
TO  
PLEDGE AGREEMENT  
FROM  
APACHE CORPORATION, AS "COMPANY"  
TO  
BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION  
AS "AGENT" FOR AND ACTING ON BEHALF OF  
THE PARTICIPANTS REFERRED TO THEREIN

RECEIVED  
APR 7 11 05 AM '82  
BUREAU OF LAND MANAGEMENT  
NEW ORLEANS, LA.

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, 1981, 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, 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 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  
PLEADING 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

I hereby certify that this is a true and correct copy of an instrument  
of record in the Minerals Management Service, Gulf of Mexico OCS  
Region, Imperial Office Building, 3301 North Causeway Road,  
Metairie, Louisiana 70002, in case number OCS-G 47252  
consisting of 32 pages.

*Kathy L. Bachman*  
Supervisory Paralegal Specialist  
JUL 27 1983

Date



JAN 13 1 25 PM '83

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 Poshay 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 Clerk 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 hereto and included therein pursuant to this 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.

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. Shuehy,  
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

Paul J. Egerton  
Bridget M. Maloney

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

Catherine C. Caton  
Virginia M. Galvin

BANK OF AMERICA NATIONAL TRUST  
AND SAVINGS ASSOCIATION, as Agent

By: John P. Shuehy  
Senior Vice President

Catherine Cate  
Virginia Magovern

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

STATE OF MINNESOTA

COUNTY OF HENNEPIN

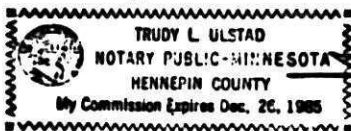
On this 10th day of January, 1983, before me appeared Darrell J. Egertson, to me personally known, who, being by me duly sworn, did say that he is the Vice President of APACHE CORPORATION and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors 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 11<sup>th</sup> day of January, 1983, before me appeared JOHN P. SHEEHY, 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:

Catherine Cate

Virginia McGuire

[Signature]  
JOHN P. SHEEHY  
SENIOR VICE PRESIDENT



[Signature]  
NOTARY PUBLIC

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On this 11<sup>th</sup> day of January, 1983, before me appeared ARNOLD S. TSUCHIYA, 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 Caten

Virginia McGowan

Arnold S. Tsuchiya  
ARNOLD S. TSUCHIYA  
Assistant Vice President &  
Trust Officer



Jillian D Cafferata  
NOTARY PUBLIC

**Schedule I**

**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**

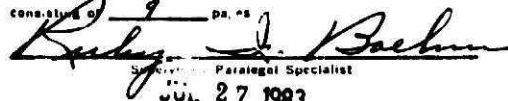
**EXHIBIT "A"**

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.

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RECEIVED  
GULF OF MEXICO OCS REGION  
MINERALS MANAGEMENT SERVICE  
NEW ORLEANS, LOUISIANA

I hereby certify that this is a true and correct copy of an instrument  
of record in the Minerals Management Service, Gulf of Mexico OCS  
Region, Imperial Office Building, 3301 North Causeway Blvd.,  
Metairie, Louisiana 70002, in case number OCS-G 4762  
Consisting of 9 pages

  
J. Bachman  
Paralegal Specialist

JUL 27 1983

Date