

UPDATE

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October 19, 1992

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MINERALS MANAGEMENT SERVICE
LEASING & DEVELOPMENT

VIA FEDERAL EXPRESS

Mineral Management Services Office
Gulf of Mexico Division
1201 Elmwood Parkway
New Orleans, Louisiana 70123
Attn: LaNelle Boehm

Re: OCS Lease Nos. 7847, 7849, 7856, 5572, 6868, 5357, 7834, 7835, 3996, 9591, 9592, 10809, 5659, 5704, 5705, 7814, 6825, 9721, 4834, 4809, 11921, 11922, 6767, 1252, 5618, 9614, 4103, 5411, 9508, 5016, 10602, 11849, 10788, 10791, 8671, 11888, 7738, 5415, 6390, 6398, 6397, 6847, 6845, 9104, 6202, 6203, 6059, 6048, 5171, 6052, 10705, 9109, 8562, 5986, 9109, 7279, 6164, 6167, 6177, and 11297

Dear Ms. Boehm:

Enclosed please find original Special Powers of Attorney executed by and between Ridgewood Energy Equity-Income, L.P. and Hall-Houston Oil Company dated October 13, 1992 (the "Special Power") for filing in connection with each of the leases above referenced. I have included separate documents for each lease file, together with a check in the amount of \$1500.00 to cover filing fees.

Please execute below acknowledging the filing of the Special Power in connection with each of the leases listed. Upon execution, please return a signed copy, together with a receipt of filing in the enclosed self-addressed, stamped envelope.

BEST AVAILABLE COPY

If there are any questions, please do not hesitate to call me collect.

Very truly yours,

Kelly D. Dishman

Kelly D. Dishman
Legal Assistant

kdd

enclosures

cc: Kimberlee K. Rozman

Filed this 20th day of
October, 1992.

MINERAL MANAGEMENT SERVICE

By: *La Nelle Boehm*

Name: La Nelle Boehm

Its: Supervisory Mineral Leasing Specialist

005-B 5572
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MMS

MINERALS MANAGEMENT SERVICE
LEASING & ENVIRONMENT

SPECIAL POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that Ridgewood Energy Equity-Income, L.P., a Delaware limited partnership having its principal executive offices c/o Ridgewood Energy Corporation, 947 Linwood Avenue, Ridgewood, New Jersey 07450, has executed this Special Power of Attorney (the "Power"), and that Hall-Houston Oil Company, a Texas corporation, has agreed to act as attorney-in-fact hereunder, all as follows:

DEFINITIONS

"Affiliate" - as to any entity, a second entity that is controlled by, is under common control with or controls the first entity or that is an employee or agent of the first entity.

"Bank" - Chemical Bank, a New York banking corporation, which is successor to Manufacturers Hanover Trust Company.

"Bank Obligations" - the obligations of Ridgewood evidenced by the Ridgewood Credit Agreement; by the Credit Agreement, dated as of August 15, 1991, among the Bank, Ridgewood and Edisto Exploration & Production Company; and by the security documents executed pursuant to those credit agreements.

"Dissolution Agreement" - the Dissolution Agreement, dated March 22, 1991, as amended by (a) the First Amendment to Dissolution Agreement, dated as of June 28, 1991, by and among HHO, HHOC, Hall-Houston Operating Company, Edisto Resources Corporation, NRM Energy Company, L.P., NRM Operating Company, L.P., Ridgewood, and the shareholders of HHOC, and (b) the Second Amendment to Dissolution Agreement, dated effective as of July 31, 1991, by and among HHO, HHOC, Hall-Houston Operating Company, Edisto Resources Corporation, NRM Energy Company, L.P., NRM Operating Company, L.P., Ridgewood, and the shareholders of HHOC.

"Dissolution Documents" - the Dissolution Agreement and the Redemption Agreement.

"Gas Content" - as defined in the First Amended and Restated Partnership Agreement of HHO, dated as of January 18, 1989.

"Guarantor Consent" - the Guarantor Consent dated as of October 1, 1992, executed by HHOC in favor of the Bank.

"HHO" - Hall Houston Offshore, a Texas general partnership that is now known as Edisto Exploration & Production Company.

"HHOC" - Hall Houston Oil Company, a Texas corporation.

"HHOC Guarantee" - the Guarantee, dated as of August 15, 1991 and reaffirmed by the Guarantor Consent whereby HHOC guarantees 44.45488% of the Bank Obligations.

"Partnership" - Edisto Exploration & Production Company, a Texas general partnership formerly known as HHO.

"Partnership Agreement" - the First Amended and Restated Partnership Agreement of HHO, as amended by five amendments thereto, the last of which was dated as of August 15, 1991.

"Property Sale Rights" - the rights granted to HHOC and the Partnership to cause the sale of all or portions of the Ridgewood Properties under the Redemption Agreement, Section 9.13 of the Dissolution Agreement, Sections 10.2(g)(ii)-(iv) of the Partnership

Agreement, and definitions and general provisions of those agreements relating to the cited sections.

"Redemption Agreement" - The Redemption Agreement, dated effective as of July 31, 1991, by and among HHO, Ridgewood and HHOC.

"Ridgewood" - Ridgewood Energy Equity-Income, L.P., a Delaware limited partnership.

"Ridgewood Credit Agreement" - the Amended and Restated Credit Agreement, dated as of October 1, 1992, among Ridgewood, the Partnership and the Bank.

"Ridgewood Properties" - all properties held in the name of the Partnership, HHOC or NRM Operating Company, L.P. (including legal, beneficial and other interests) distributable to Ridgewood pursuant to the Dissolution Documents and related documents, other than shares of stock of HHOC. Substantially all of the Ridgewood Properties are listed on Exhibit A attached hereto; provided; however, that a counterpart of this Power that is recorded in any particular jurisdiction need only describe on Exhibit A those Ridgewood Properties that are located in or subject to the recording requirements of the particular jurisdiction.

RECITALS

WHEREAS, pursuant to the Partnership Agreement establishing HHO (as the same has been amended from time to time) and further, pursuant to the Dissolution Documents, Ridgewood was required to satisfy on a several basis its pro rata share of HHO's indebtedness to the Bank without recourse to HHOC or other partners of HHO and without recourse to the pro rata interests of HHOC and other partners in HHO's properties; and

WHEREAS, the Bank did not allow Ridgewood to comply with the requirement referenced in the preceding paragraph and as a result thereof HHOC was required to execute the HHOC Guaranty; and

WHEREAS, the Bank and Ridgewood have requested that HHOC reaffirm the HHOC Guaranty; and

WHEREAS, pursuant to the Partnership Agreement and the Dissolution Documents the Partnership and HHOC hold the Property Sale Rights, exercisable upon certain terms and conditions, to sell or cause the sale of the Ridgewood Properties to satisfy the Bank obligations if Ridgewood is unable to satisfy the requirement referenced in the first recital above; and

WHEREAS, Ridgewood has requested that HHOC permit the conveyance of record title to the Ridgewood Properties to Ridgewood; and

WHEREAS, such conveyance will render the Property Sale Rights substantially ineffective; and

WHEREAS, HHOC has agreed to permit the conveyance of record title to the Ridgewood Properties and to reaffirm the HHOC Guaranty on the condition that Ridgewood grant this Power to HHOC by which HHOC has the right to sell the Ridgewood Properties in the event HHOC's liability under the HHOC Guaranty is not terminated by a certain time;

NOW, THEREFORE, for good and valuable consideration, including without limitation the execution of the Guarantor Consent by HHOC, the conveyance by HHOC of title to certain of the Ridgewood Properties to Ridgewood, the consent of HHOC to the conveyance by the Partnership and NRM Operating Company, L.P. of title to certain other Ridgewood Properties to Ridgewood and the rights acquired by

HHOC hereunder, the receipt and sufficiency of which is acknowledged and confessed, the parties agree as follows:

1. Power of Attorney. Ridgewood hereby irrevocably constitutes HHOC as its true and lawful attorney-in-fact with full power and authority in the place and stead of Ridgewood and in Ridgewood's name or in its own name, for the purposes described in and subject to the provisions of this Power.

1.1. HHOC's rights and authority under this Power and any other rights that it may have with respect to the sale of the Ridgewood Properties shall become exercisable on and after, but not before the 120th day following the effective date of any demand by the Bank to pay any amount under the HHOC Guaranty unless prior to that day (a) Ridgewood has caused HHOC to be fully and completely released in writing by the Bank from the HHOC Guaranty or (b) Ridgewood has satisfied the Bank Obligations in full so that HHOC has no liability thereunder.

1.2. HHOC shall have the following rights and authority under this Power:

(a) to enter upon the Ridgewood Properties or any part thereof and take exclusive custody (exclusive against Ridgewood as well) thereof;

(b) to sell or transfer the Ridgewood Properties, or any part thereof, to any person or persons on such terms and conditions as HHOC, in its sole discretion, deems to be reasonable under the circumstances, recognizing, among other things, the economic compulsion for HHOC to sell the Ridgewood Properties for cash before payment is due under the HHOC Guaranty, but subject to section 1.3 in the case of a sale or transfer to HHOC or its Affiliates;

(c) to act for, appear for, perform any and all acts and execute on behalf of Ridgewood any and all documents, instruments or papers (including without limitation contracts of sale, deeds, assignments, purchase agreements and any other documents of whatsoever nature) in connection with the sale or transfer of the Ridgewood Properties or any part thereof and that are necessary or appropriate to consummate transactions authorized by this Power; and

(d) to do and perform any and all acts and things whatsoever requisite and necessary to be done in order to exercise any right, obligation or authority granted to HHOC in this Power, as HHOC may determine in its sole discretion, as fully and to all intents and purposes as Ridgewood might or could do if personally present.

1.3. HHOC shall not effect a sale or transfer of any Ridgewood Property to HHOC or an Affiliate of HHOC unless either (a) Ridgewood has approved the transaction in writing or (b) if the Ridgewood Property is an interest in an oil or natural gas lease, the purchaser or transferee has paid at least \$.90 per thousand cubic feet of natural gas (or oil computed at the rate of 10,000 cubic feet of gas per barrel of oil) based upon the Gas Content (as to reserves) of the Ridgewood Properties sold or transferred as determined by the most recent independent engineers' reserve report received by Ridgewood and provided to HHOC in respect of those Ridgewood Properties (less any production therefrom as shown on the operator's records from the date as of which the reserves information was prepared to the effective date of the sale or transfer), minus future capital expenditures reflected in that reserve report and attributable to the Ridgewood Properties. A purchaser under this section 1.3 shall acquire title to the Ridgewood Properties so purchased free of any rights of redemption in Ridgewood.

1.4. The rights of sale or transfer under this Power shall not be exhausted by any one or more transactions. Other or successive sales may be made until all of the Ridgewood Properties have been sold or until the Bank Obligations have been fully satisfied.

1.5. This Power is coupled with an interest and shall remain irrevocable until terminated in accordance with this section 1.5. This Power shall terminate when the Bank Obligations have been satisfied in full (other than through payment by HHOC) or when the Bank's rights under the HHOC Guaranty shall have been terminated by a written instrument executed by the Bank prior to payment of any amount under the HHOC Guaranty by HHOC.

1.6 All proceeds of sales or transfers of Ridgewood Properties under this Power shall be applied in the following order: first, to pay or reimburse HHOC for all necessary or appropriate expenses incurred to effectuate the sale of the Ridgewood Properties, and second, to satisfy the Bank Obligations. Any remainder shall be paid to Ridgewood.] Income from the Ridgewood Properties earned while HHOC is in custody of the Ridgewood Properties shall be applied as provided by the Ridgewood Credit Agreement.

2. Representations and Warranties of Ridgewood.

2.1. Ridgewood (a) is a limited partnership that has been duly organized and is validly existing and in good standing under the laws of the State of Delaware and (b) has all partnership power and authority necessary to own its assets and to carry on its business as now conducted and as proposed to be conducted.

2.2. The execution, delivery and performance of this Power are within Ridgewood's partnership powers and have been duly authorized by all necessary action, require no action by or in respect of, or filing with, nor does it constitute a default under, any provision of applicable law, rule or regulation or of the Certificate of Limited Partnership or the Limited Partnership Agreement of Ridgewood or of any judgment, injunction, order, decree or material agreement binding upon Ridgewood or any of its assets.

2.3. This Power constitutes a valid and binding agreement of Ridgewood enforceable in accordance with its terms except as enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally.

3. Exculpation. The rights or authority conferred on HHOC by this Power are solely to protect HHOC's interests except as expressly provided by this Power. HHOC is not obligated to exercise all or any of the rights or authorities granted by this Power at any time or from time to time. HHOC shall be accountable only for amounts that it actually receives as a result of the exercise of its rights under this Power and neither HHOC nor any of its officers, directors, employees and agents shall be liable to Ridgewood for any act or failure to act under this Power other than for its own gross negligence or willful misconduct. HHOC shall not be liable for its own negligence (other than gross negligence). HHOC shall not be liable to Ridgewood for its entry or that of another person pursuant to HHOC's rights under this Power on the Ridgewood Properties or for any obligation, liability or damages incurred in the management or operation of the Ridgewood Properties under this Power. HHOC shall be entitled to reimbursement for expenses reasonably incurred by it in the performance of its duties hereunder from the income earned from the Ridgewood Properties or the proceeds of sale.

4. Waivers. Ridgewood hereby expressly waives, to the full extent permitted by applicable law, any and all rights or privileges of marshalling of assets, sale in inverse order of alienation, notices, appraisements, redemption and any other

prerequisite in the event of sale of the Ridgewood Properties, or any part thereof, by HHOC under this Power.

5. No Waiver by HHOC. No course of dealing on the part of HHOC, its officers and employees, nor any failure or delay by HHOC with respect to exercising any of its rights or remedies hereunder shall operate as a waiver thereof nor shall the exercise or partial exercise on any such right or remedy preclude the exercise of any other right or remedy.

6. Further Assurances. Ridgewood agrees to cure promptly any defects in the execution and delivery of this Power and, upon the request of HHOC, promptly execute and deliver all such other counterparts of this Power or substantially similar counterparts of this Power as HHOC may request for the purpose of obtaining or preserving the full benefit of this Power and of the rights and powers granted herein, including, without limitation, the filing of this Power in any jurisdiction where any of the Ridgewood Properties are located.

7. Invalidity. In the event that any one or more of the provisions of this Power shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Power or any provision of any other agreement or document by and between Ridgewood and HHOC.

8. Construction. All titles or headings to sections, subsections or other divisions of this Power or the exhibits hereto are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such sections, subsections or other divisions, such other content being controlling as to the agreement between the parties hereto. Section, subsection and Exhibit references herein are to such sections, subsections and Exhibits of this Power, unless otherwise specified. The words "hereby," "herein," "hereof," and "hereunder" when used in this Power refer to this Power as a whole and not to any particular section, subsection or provision of this Power.

9. Rights and Remedies Cumulative. All rights, powers, immunities and remedies of HHOC existing and to exist hereunder or under any other instruments or at law or in equity shall be cumulative and not exclusive, each of the other. HHOC, shall, in addition to the rights and remedies herein expressly provided, be entitled to such other remedies as may now or hereafter exist at law or in equity for enforcing the covenants herein or in the Partnership Agreement. Resort by HHOC to any right or remedy provided for in this Power or at law or in equity shall not prevent concurrent or subsequent resort to the same or any other right or remedy.

10. No Oral Modification. None of the terms or provisions of this Power may be waived, amended, altered, supplemented or otherwise modified, altered or amended, except by a written instrument executed by the parties hereto. This Power shall be binding upon the successors and assigns of Ridgewood and shall inure to the benefit of HHOC and its successors and assigns.

11. GOVERNING LAW, JURISDICTION AND VENUE. THIS POWER SHALL BE GOVERNED BY THE LAWS OF TEXAS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF TEXAS WITHOUT REGARD TO PRINCIPLES OF THE CONFLICT OF LAWS, EXCEPT TO THE EXTENT THAT THE LAW OF ANOTHER JURISDICTION IS MANDATORILY APPLICABLE TO MATTERS INVOLVING REAL PROPERTY.

12. Rights of the Bank. All rights, obligations and authority created by this Power are subject to and subordinate to the rights of the Bank under the Ridgewood Credit Agreement and documents securing the obligations thereunder.

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IN WITNESS WHEREOF, this Power has been executed by Ridgewood Energy Corporation on behalf of Ridgewood Energy Equity-Income, L.P., this 2nd day of October, 1992, and by Hall-Houston Oil Company on this 21st day of October 1992.

WITNESSES:

RIDGEWOOD ENERGY EQUITY-INCOME, L.P.

By: RIDGEWOOD ENERGY CORPORATION,
its Managing General Partner

Jamie Paparozzi
JAMIE PAPANOZZI
(Printed Name of Witness)

By: D. Gates
Dennis P. Gates,
Senior Vice President

Nancy Nielsen
Nancy N. elsen
(Printed Name of Witness)

HALL-HOUSTON OIL COMPANY

Veslie D. Moore
Veslie D. Moore
(Printed Name of Witness)

By: Wayne P. Hall
Name: _____
Title: Wayne P. Hall
President

Nina Ambrosino
Nina Ambrosino
(Printed Name of Witness)

235108/d

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STATE OF LOUISIANA §
§ SS.
PARISH OF _____ §

On this 2nd day of October, 1992, before me appeared Dennis P. Spates, to me personally known, who, being by me duly sworn (or affirmed) did say that he is the Senior Vice President of Ridgewood Energy Corporation and that the foregoing instrument was signed on behalf of the corporation as Managing General Partner of Ridgewood Energy Equity-Income, L.P., a Delaware limited partnership, by the authority of its Board of Directors and that he acknowledged the instrument to be the free act and deed of the partnership.

Bonnie Rosato

NOTARY PUBLIC in and for

My Commission Expires:

BONNIE ROSATO TIERNAN
A Notary Public of New Jersey
My Commission Expires February 26, 1995

(Printed Name of Notary Public)

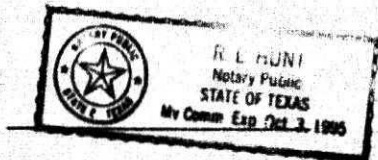
STATE OF Texas §
§
COUNTY/PARISH OF Harris §

On this 14th day of October, 1992, before me appeared Wayne P. Hall, to me personally known who, being by me duly sworn (or affirmed) did say that he is the President of Hall-Houston Oil Company and that the foregoing instrument was signed on behalf of the corporation by authority of its Board of Directors and that Wayne P. Hall acknowledged the instrument to be the free act and deed of the corporation.

R. L. Hunt

Notary Public in and for

My Commission Expires:



(Printed Name of Notary Public)

EXHIBIT A

LIST OF LEASES AND LEGAL DESCRIPTIONS

MMS Serial No. : OCS-G 5572
Date of Lease: July 1, 1983
Lessee: Exxon Corporation
ASSIGNED INTEREST: 5.56132

Description:

Block 316, Ship Shoal Area, South Addition, OCS Leasing Map, Louisiana Map. No. 5 A, from the surface of the earth to the stratigraphic equivalent of 5000 feet Total Vertical Depth, which is the total depth of the OCS-G 5572 Well No. 2, plus 100 feet for a total of 5000 feet; less and except the stratigraphic equivalent of that interval between 5055 feet and 5430 feet Measured Depth as indicated on the electric log of the OCS-G 5572 Well No. 2

Permitted Encumbrances

Assignor and Assignee understand and agree that the Assigned Interest is subject to all otherwise valid and binding agreements covering the Assigned Interest as of the execution date hereof including the following:

1. All terms and provisions of Oil and Gas Lease;
2. Farmout Agreement, dated April 20, 1990, by and between Exxon Corporation and Hall-Houston Oil Company;
3. Assignment of Operating Rights dated effective January 1, 1991 from Exxon Corporation to Hall-Houston Oil Company;
4. Offshore Operating Agreement dated May 1, 1990;
5. Assignee's proportionate share of a 1.00% of 8/8ths overriding royalty interest to Hall-Houston Oil Company Employee Royalty Trust;
6. Assignee's proportionate share of a 1.00% of 8/8ths overriding royalty interest to NRM Operating Company, L. P.

END

UPDATE