

Brooklyn Union Exploration Company, Inc.

1331 LAMAR SUITE 1065
HOUSTON, TEXAS 77001
(713) 653-2847

July 19, 1989

Minerals Management Service
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123-2394

Attention: Mrs. LaNelle Boehm
LE-3-1

RECEIVED

Minerals Management Service
Leasing & Enforcement

Re: Eighteen (18) Assignments of
Overriding Royalty Interest

Gentlemen:

Enclosed are xerox copies of the following instruments which we request be filed in the appropriate lease file for public notice purposes.

1. Assignment of Overriding Royalty Interest dated June 15, 1989 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 9385, West Cameron Block 62.
2. Assignment of Overriding Royalty Interest dated June 15, 1989 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 9386, West Cameron Block 76.
3. Assignment of Overriding Royalty Interest dated June 15, 1989 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 9387, West Cameron Block 77.
4. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective July 3, 1988 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 9410, West Cameron, West Addition, Block 157.
5. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective July 3, 1988 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 9439, East Cameron Block 41.

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July 19, 1989

6. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective June 3, 1988 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 9483, East Cameron Block 348.
7. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective June 3, 1988 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 9484, East Cameron Block 349.
8. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective June 3, 1988 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 9576, Eugene Island Block 40.
9. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective June 3, 1988 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 9535, South Marsh Island Block 26.
10. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective February 8, 1989 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 10288, High Island, East Addition, Block 84.
11. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective February 8, 1989 from Brooklyn Union Exploration Company, Inc. to Joe P. Marr, et al, covering OCS-C 10288, High Island, East Addition, Block 84.
12. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective June 3, 1988 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 9079, High Island Block 138 (N/2).
13. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective February 8, 1989 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 8998, Matagorda Island Block 650.
14. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective February 8, 1989 from Brooklyn Union Exploration Company, Inc. to Joe P. Marr, et al, covering OCS-G 8998, Matagorda Island Block 650.

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July 19, 1989

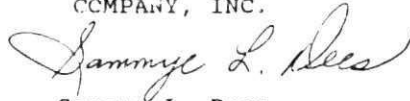
15. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective February 8, 1989 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 10198, Matagorda Island Block 672.
16. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective February 8, 1989 from Brooklyn Union Exploration Company, Inc. to Joe P. Marr, et al, covering OCS-G 10198, Matagorda Island Block 672.
17. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective December 3, 1988 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 10169, Mustang Island Block A-1.
18. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective December 3, 1988 from Brooklyn Union Exploration Company, Inc. to Joe P. Marr, et al, covering OCS-G 10169, Mustang Island Block A-1.

Also enclosed is Brooklyn Union's check no. 90002 in the amount of \$150.00 to cover the filing fee.

Thank you.

Yours very truly,

BROOKLYN UNION EXPLORATION
COMPANY, INC.



Sammie L. Dees
Vice President Land

SLD:cb

Enclosure

provisions", of the pertinent operating agreement covering such land, the Assignees shall be entitled to three and thirty-four hundredths (3.34%) percent of such revenues as long as such revenues are received by Assignor. If Assignor should not be entitled to receive revenues from the sale of oil and gas produced from the land covered by the Lease as a result of an operation, commonly known as "non-consent provisions", of the pertinent operating agreement covering such land, the amount otherwise payable to the Assignees shall be reduced by three and thirty-four hundredths (3.34%) percent of such revenues as long as such revenues are not received by Assignor. Assignor, as used in this paragraph, shall include singularly Assignor and each of its assigns.

The Overriding Royalty Interests shall be free and clear of all costs of development and operation of the Lease, both upstream and downstream of the wellhead, other than transportation costs, and shall be free and clear of all costs of marketing the oil and gas but shall bear its share of all taxes levied against production from the Lease.

The Assignees, insofar as the Overriding Royalty Interests, shall have the same rights, privileges, elections and entitlements as does the Minerals Management Service, insofar as the royalty under the Outer Continental Shelf Lands Act, as amended, 43 U.S.C. 133 et seq. and the regulations issued thereunder.

Nothing herein contained shall be construed as imposing any obligation express or implied upon Assignor to maintain or preserve the Lease, in force and effect, to drill wells or to conduct any other operation whatsoever. Assignor shall have no express or implied obligation to Assignees to drill offset wells, to reasonably develop or to further explore.

No change in ownership, or right to receive the Overriding Royalty Interests, or any part thereof, however accomplished, shall operate to enlarge the obligations or diminish the rights of Assignor, and notwithstanding any other actual or constructive

notice thereof, such change shall not be binding upon Assignor for any purpose until thirty (30) days after receipt by Assignor of instruments or other legally authenticated written evidence satisfactory to Assignor constituting the chain of title of such change.

The Overriding Royalty Interests shall be applicable to any renewals or extensions of the Lease or any new lease covering the land covered by the Lease obtained by Assignor, its successors or assigns within one (1) year after termination or release of the Lease.

The terms hereof shall extend to and be binding upon Assignor and its successors and assigns and Assignees and their heirs, personal representatives and assigns.

EXECUTED this the 15th day of June, 1989, but effective February 8, 1989.

BROOKLYN UNION EXPLORATION
COMPANY, INC.

By: James G. Floyd
James G. Floyd President

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 15th day of June, 1989 by James G. Floyd, President of Brooklyn Union Exploration Company, Inc., a Delaware corporation, on behalf of said corporation.

Marilyn M. Adams
Notary Public in and for the
State of Texas



5.10.90

SMITH OFFSHORE EXPLORATION COMPANY

811 DALLAS, SUITE 800
P. O. BOX 52890
HOUSTON, TEXAS 77052
713/651-9102

May 24, 1990

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

Gentlemen:

Enclosed please find a check in the amount of \$775 to cover the \$25 each filing fee for the Assignments of Overriding Royalty Interest from Brooklyn Union Exploration Company, Inc., (Assignor) to H. Allen Weatherby (Assignee) as shown on the attached list.

We also enclose a duplicate copy of this letter for you to indicate that these assignments have been filed and return to us.

Sincerely,



Bonnie J. Samford

bjsMMS
Enclosure

RECEIVED

MAY 29 1990

Minerals Management Service
Leasing & Environment

Minerals Management Service
May 24, 1990

ASSIGNMENTS OF ORKI FOR H. ALLEN WEATHERBY FOR FOLLOWING
LEASES:

East Cameron Block 41, OCS-G 9439
East Cameron Block 348, OCS-G 9483
East Cameron Block 349, OCS-G 9484
Eugene Island Block 40, OCS-G 9576
Ship Shoal Block 79, OCS-G 10763
Ship Shoal Block 110, OCS-G 10765
South Marsh Island Block 26, OCS-G 9535
South Marsh Island Block 264, OCS-G 10710
South Marsh Island Block 270, OCS-G 10712
South Marsh Island Block 271, OCS-G 10713
South Marsh Island Block 280, OCS-G 5197
Vermilion Block 95, OCS-G 5409
West Cameron Block 157, OCS-G 9410
Galveston Block 252, OCS-G 11307
Galveston Block 284, OCS-G 11309
Galveston Block 345, OCS-G 11320
Galveston Block 354, OCS-G 11321
Galveston Block 421, OCS-G 9052
High Island Block A-7, OCS-G 11363
High Island Block 84, OCS-G 10288
High Island Block 204, OCS-G 11362
N1/2 High Island Block 138, OCS-G 9079
Matagorda Island Block 649, OCS-G 11265
Matagorda Island Block 650, OCS-G 8998
Matagorda Island Block 671, OCS-G 11268
Matagorda Island Block 672, OCS-G 10198
Mustang Island Block A-1, OCS-G 10169
Mustang Island Block A-21, OCS-G 11241
Mustang Island Block 738, OCS-G 11214
Mustang Island Block 809, OCS-G 11225
Mustang Island Block 850, OCS-G 11234

RECEIVED

March 21, 1990

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Minerals Management Service
Leasing & Environment

KNOW ALL MEN BY THESE PRESENTS:

THAT, Brooklyn Union Exploration Company, Inc., a Delaware corporation, 1331 Lamar, Suite 1065, Houston, Texas 77010, Smith Offshore Exploration Company, a Delaware corporation, 811 Dallas, Suite 800, Houston, Texas 77002 and J.G.F. Incorporated, a Texas corporation, 1331 Lamar, Suite 1065, Houston, Texas 77010 (collectively, "Assignors") for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by H. Allen Weatherby, 6130 San Felipe, Houston, Texas 77057 ("Assignee"), the receipt and sufficiency of which are hereby acknowledged, hereby transfer, assign and convey unto Assignee, without warranty of title either express or implied, .0005404 of 8/8ths overriding royalty interest ("Overriding Royalty Interest") of the oil, gas and other minerals in and under and that may be produced and saved from the land covered by the following described lease (the "Lease"):

Oil and Gas Lease of Submerged Lands dated effective December 1, 1988, between The United States of America, Lessor, and Apache Corporation, et al, Lessee, covering all of Block 672, Matagorda Island Area, OCS Leasing Map, Texas Map No. 4, containing 5,760.00 acres, more or less, and bearing Serial Number OCS-G 10198.

The Overriding Royalty Interest shall be borne by Assignors as follows:

Brooklyn Union Exploration Company, Inc.	42.10527%
Smith Offshore Exploration Company	52.63158%
J.G.F. Incorporated	5.26315%

TO HAVE AND TO HOLD the Overriding Royalty Interest, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Assignee, his heirs, personal representatives and assigns, subject to the terms and provisions of this assignment.

This assignment is made expressly subject to the terms and provisions of Overriding Royalty Agreement dated March 31,

1988, effective January 1, 1987, by and between H. Allen Weatherly and Brooklyn Union Exploration Company, Inc. and Smith Offshore Exploration Company.

The Overriding Royalty Interest shall be free and clear of all costs of development and operation of the Lease both upstream and downstream of the wellhead, other than transportation costs, but shall bear its share of all taxes levied against production from the Lease.

The Assignee, insofar as the Overriding Royalty Interest, shall have the same rights, privileges, elections and entitlements as does the Minerals Management Service insofar as the royalty under the Outer Continental Shelf Lands Act, as amended, 43 U.S.C. 133 et seq. and the regulations issued thereunder.

Nothing herein contained shall be construed as imposing any obligation express or implied upon Assignors to maintain or preserve the Lease, in force and effect, to drill wells or to conduct any other operation whatsoever. Assignors shall have no express or implied obligation to Assignee to drill offset wells, to reasonably develop or to further explore.

No change in ownership, or right to receive the Overriding Royalty Interest, or any part thereof, however accomplished, shall operate to enlarge the obligations or diminish the rights of Assignors, and notwithstanding any other actual or constructive notice thereof, such change shall not be binding upon Assignors for any purpose until thirty (30) days after receipt by Assignors of instruments or other legally authenticated written evidence satisfactory to Assignors constituting the chain of title of such change.

The Overriding Royalty Interest shall be applicable to any renewals or extensions of the Lease or any new lease covering the land covered by the Lease obtained by Assignors, their successors or assigns within one (1) year after termination or release of the Lease.

The terms hereof shall extend to and be binding upon Assignors and their successors and assigns and Assignee and heirs, personal representatives and assigns.

EXECUTED this the 30th day of June, 1989.

BROOKLYN UNION
EXPLORATION COMPANY, INC.

By *James G. Floyd*
James G. Floyd, President

SMITH OFFSHORE EXPLORATION
COMPANY

By *Lester H. Smith*
Lester H. Smith, President

J.G.F. INCORPORATED

By *James G. Floyd*
James G. Floyd, President

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 30th day of June, 1989 by James G. Floyd, President of Brooklyn Union Exploration Company, Inc., a Delaware corporation, on behalf of said corporation.

Gregory E. Anderson
Notary Public in and for the
State of Texas



THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 1st day of July, 1989, by Lester J. Smith, President of Smith Offshore Exploration Company, Delaware corporation, on behalf of said corporation.



Linda J. Grothues
Notary Public in and for the
State of Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 30th day of June, 1989, by James G. Floyds, President of J.G.F. Incorporated, a Texas corporation, on behalf of said corporation.



Mary E. Anderson
Notary Public in and for the
State of Texas

Brooklyn Union Exploration Company, Inc.

11711 MAR, SUITE 1065
HOUSTON, TEXAS 77010
(713) 651-2847

July 19, 1989

RECEIVED

Minerals Management Service
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123-2304

Attention: Mrs. LaNelle Boehm
LE-3-1

Minerals Management Service
Leasing Division

Re: 18 Assignments of
Overriding Royalty Interest

Gentlemen:

Enclosed are xerox copies of the following instruments which we request be filed in the appropriate lease file for public notice purposes.

1. Assignment of Overriding Royalty Interest dated June 15, 1989 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 9385, West Cameron Block 62.
2. Assignment of Overriding Royalty Interest dated June 15, 1989 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 9386, West Cameron Block 76.
3. Assignment of Overriding Royalty Interest dated June 15, 1989 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 9387, West Cameron Block 77.
4. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective July 3, 1988 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 9410, West Cameron, West Addition, Block 157.
5. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective July 3, 1988 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 9439, West Cameron Block 41.

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8. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective July 3, 1988 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 9576, Eugene Island Block 40.
9. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective June 3, 1988 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 9535, South Marsh Island Block 36.
10. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective February 8, 1989 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 10288, High Island, East Addition, Block 84.
11. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective February 8, 1989 from Brooklyn Union Exploration Company, Inc. to Joe P. Marr, et al, covering OCS-G 10288, High Island, East Addition, Block 84.
12. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective June 3, 1988 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 9079, High Island Block 138 (N/2).
13. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective February 8, 1989 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al covering OCS-G 8988, Matagorda Island Block 650.
14. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective February 8, 1989 from Brooklyn Union Exploration Company, Inc. to Joe P. Marr, et al, covering OCS-C 3990, Matagorda Island Block 650.

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July 19, 1989

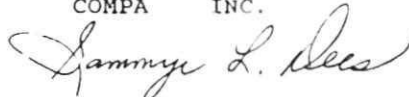
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17. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective December 3, 1988 from Brooklyn Union Exploration Company, Inc. to Randall Fleming, et al, covering OCS-G 10169, Mustang Island Block A-1.
18. Assignment of Overriding Royalty Interest executed June 15, 1989 but effective December 3, 1988 from Brooklyn Union Exploration Company, Inc. to Joe P. Marr, et al, covering OCS-G 10169, Mustang Island Block A-1.

Also enclosed is Brooklyn Union's check no. 90002 in the amount of \$450.00 to cover the filing fee.

Thank you.

Yours very truly,

BROOKLYN UNION EXPLORATION
COMPANY INC.



Sammye L. Dees
Vice President Land

SLD: th

Enclosure

JUL 27 1988

Minerals Management Service
Leasing & EnvironmentASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, Brooklyn Union Exploration Company, Inc., a Delaware corporation, 1331 Lamar, Suite 1065, Houston, Texas 77010 ("Assignor") for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by Joe P. Marr, 4001 Aggie Drive, Bay City, Texas 77414; George A. Kelly, Jr., 7122 Rancheria, Houston, Texas 77083; Daniel A. Wilson, 11006 Renwick, Houston, Texas 77096; Richard J. Thorp, 25311 Roesner Lane, Katy, Texas 77450; and James F. Westmoreland, 1606 Dixie Hollow, Pearland, Texas 77581 (collectively, "Assignees"), the receipt and sufficiency of which are hereby acknowledged, hereby transfers, assigns and conveys, without warranty of title either express or implied, unto

Joe P. Marr	.0004283 of 8/8ths
George A. Kelly, Jr.	.0010078 of 8/8ths
Daniel A. Wilson	.0004283 of 8/8ths
Richard J. Thorp	.0004031 of 8/8ths
James F. Westmoreland	.0002520 of 8/8ths

overriding royalty interests ("Overriding Royalty Interests") of the oil, gas and other minerals in and under and that may be produced and saved from the land covered by the following described lease (the "Lease"):

Oil and Gas Lease of Submerged Lands dated December 1, 1988, bearing Serial No. OCS-G 10198, between the United States of America, Lessor, Apache Corporation et al, Lessee, covering 5,760 acres, being all of Block 672, Matagorda Island Area, as shown on Official Leasing Map, Texas Map No. 4.

TO HAVE AND TO HOLD the Overriding Royalty Interests, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Assignees, their heirs, personal representatives and assigns, subject to the terms and provisions of this assignment.

If Assignor should be entitled to receive revenues from the sale of oil and gas produced from the land covered by the Lease as a result of an operation, commonly known as "non-consent

provisions", of the pertinent operating agreement covering such land, the Assignees shall be entitled to sixty-six hundredths (0.66%) percent of such revenues as long as such revenues are received by Assignor. If Assignor should not be entitled to receive revenues from the sale of oil and gas produced from the land covered by the Lease as a result of an operation, commonly known as "non-consent provisions", of the pertinent operating agreement covering such land, the amount otherwise payable to the Assignees shall be reduced by sixty-six hundredths (0.66%) percent of such revenues as long as such revenues are not received by Assignor. Assignor, as used in this paragraph, shall include singularly Assignor and each of its assigns.

The Overriding Royalty Interests shall be free and clear of all costs of development and operation of the Lease, both upstream and downstream of the wellhead, other than transportation costs, and shall be free and clear of all costs of marketing the oil and gas but shall bear its share of all taxes levied against production from the Lease.

The Assignees, insofar as the Overriding Royalty Interests, shall have the same rights, privileges, elections and entitlements as does the Minerals Management Service, insofar as the royalty under the Outer Continental Shelf Lands Act, as amended, 43 U.S.C. 133 et seq. and the regulations issued thereunder.

Nothing herein contained shall be construed as imposing any obligation express or implied upon Assignor to maintain or preserve the Lease, in force and effect, to drill wells or to conduct any other operation whatsoever. Assignor shall have no express or implied obligation to Assignees to drill offset wells, to reasonably develop or to further explore.

No change in ownership, or right to receive the Overriding Royalty Interests, or any part thereof, however accomplished, shall operate to enlarge the obligations or diminish the rights of Assignor, and notwithstanding any other actual or constructive

notice thereof, such change shall not be binding upon Assignor for any purpose until thirty (30) days after receipt by Assignor of instruments or other legally authenticated written evidence satisfactory to Assignor constituting the chain of title of such change.

The Overriding Royalty Interests shall be applicable to any renewals or extensions of the Lease or any new lease covering the land covered by the Lease obtained by Assignor, its successors or assigns within one (1) year after termination or release of the Lease.

The terms hereof shall extend to and be binding upon Assignor and its successors and assigns and Assignees and their heirs, personal representatives and assigns.

EXECUTED this the 15th day of June, 1989, but effective February 8, 1989.

BROOKLYN UNION EXPLORATION
COMPANY, INC.

By: *James G. Floyd*
James G. Floyd, President

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on this the 15th day of June, 1989 by James G. Floyd, President of Brooklyn Union Exploration Company, Inc., a Delaware corporation, on behalf of said corporation.



Marilyn M. Adams

Notary Public in and for the
State of Texas