



Statex Petroleum, Inc.

1801 Royal Lane
Suite 110
Dallas Texas 75229
Telephone 214/869-2800
FAX 214/869-2900

10121

November 5, 1990

United States Department of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
Adjudication Department
MS-5421
2001 Elmwood Park Boulevard
New Orleans, Louisiana 70123-2394

RECEIVED

NOV 7 1990

Minerals Management Service
Leasing & Environment

Re: 1) Assignment of Overriding
Royalty Interest covering
OCS-G 10194 and
2) Assignment of Overriding
Royalty Interest covering
OCS-G 10121, 10122, 10154,
10155, 10156, 10161, 10206
and 10224
Samedan-Offshore Texas

Gentlemen:

Enclosed please find three (3) originals of each of the two referenced instruments. Please file one (1) of the assignments covering OCS-G 10194 in Lease File OCS-G 10194. Also, please file one (1) of the assignments covering OCS-G 10121, 10122, 10154, 10155, 10156, 10161, 10206 and 10224 in Lease File OCS-G 10121. I have enclosed Statex's check No. 002790 in the amount of \$50.00 to cover the cost of these two (2) filings.

Please stamp the four (4) remaining original assignments received and return them to me in the enclosed postage paid envelope.

Your assistance in this matter is greatly appreciated.

Very truly yours,

STATFX PETROLEUM, INC.

Fredda Hall
Lease Records Supervisor

/fh
Enclosures

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

NOV 7 1990

THE UNITED STATES OF AMERICA §
 §
 OUTER CONTINENTAL SHELF §

Minerals Management Service
 Leasing & Environment
 THAT:

KNOW ALL MEN BY THESE PRESENTS,

IN CONSIDERATION of the sum of One and No/100 (\$1.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, CASE-POMEROY OIL CORPORATION, a Delaware corporation, whose address is 12600 Northborough, Suite 155, Houston, Texas, 77067-3292 and ESSEX OFFSHORE, INC., a Delaware corporation, whose address is 12600 Northborough, Suite 155, Houston, Texas, 77067-3292, hereinafter collectively called "Assignor", does hereby ASSIGN, TRANSFER, SELL AND CONVEY in the proportions of 20% from Case-Pomeroy Oil Corporation and 80% from Essex Offshore, Inc., unto STATEX PETROLEUM, INC., whose address is 300 East Carpenter Frwy., Suite 1100, P.O. Box 152011, Irving, Texas, 75015-2011, its successors and assigns, hereinafter referred to as "Assignee" an Overriding Royalty Interest of two percent of Twelve and five-tenths percent of Eight-eighths (2% of 12.5% of 8/8ths) of the oil, gas and other hydrocarbons produced, saved and sold, if, as and when produced, saved and sold, but not otherwise, from the lands covered by the Oil, Gas and Mineral Leases (hereinafter referred to as "Said Leases") more particularly described in Exhibit "A" attached hereto and made a part hereof.

The Overriding Royalty Interest shall be calculated and paid in the same manner as the Lessor's royalty as provided for in Said Leases and shall be free of all development, production and operating expenses; however, said interest shall bear and pay currently its portion of gross production, severance, windfall profit, pipeline and any other taxes assessed against the amount or value of the gross production attributable to the Overriding Royalty Interest. It is agreed that nothing herein contained shall impose upon the Assignor, its successors or assigns, any duty or obligation to develop or operate the properties covered by Said Leases for oil, gas and other hydrocarbons, not imposed by the provisions of Said Leases, nor to maintain Said Leases in effect by the payment of delay rentals. Fuel oil and gas for operating the premises and for treating and handling products therefrom shall be deducted before said overriding royalties on oil or gas are computed.

It is understood and agreed that should Assignor, its successors or assigns, have or obtain the right to pool or include Said Leases and the land covered thereby, or any part thereof, with other lands and leases into voluntary unit(s), or into unit(s) as established by any governmental authority having jurisdiction, and if Said Leases or any part thereof is pooled accordingly, then the Overriding Royalty

Interest herein conveyed shall be reduced in the proportion that the acreage burdened by said Overriding Royalty Interest bears to all the acreage included in any such pooled unit.

TO HAVE AND TO HOLD unto Assignee, its successors and assigns forever in accordance with the terms and provisions of Said Leases, and any amendments thereto, and subject to the following reservations, exceptions, conditions and covenants, to-wit:

1. This Assignment is further subject to those certain unrecorded agreements being: (i) Participation Agreement dated December 22, 1988, between Samedan Oil Corporation, Case-Pomeroy Oil Corporation and Statex Petroleum, Inc., (ii) Agreement dated May 11, 1989, as amended June 13, 1989, between Statex Petroleum, Inc., Case-Pomeroy Oil Corporation and Essex Offshore, Inc., and (iii) Offshore Operating Agreement dated effective December 22, 1988 between Samedan Oil Corporation, Case-Pomeroy Oil Corporation and Essex Offshore, Inc.
2. It is intended that the Overriding Royalty Interest conveyed herein shall only encumber and apply solely to interests acquired by Assignor from Statex Petroleum, Inc. by virtue of that certain unrecorded Letter Agreement dated May 11, 1989, as amended by letter dated June 13, 1989.
3. The Overriding Royalty Interest herein assigned shall be interrupted and suspended and shall not be payable to Assignee during the full duration of any period of time when the interest of Assignor in production is suspended as a result of any nonconsent or penalty provisions of any operating agreement or any other document entered into by Assignor, its successors and assigns, it being understood, however, that coincident with the termination of any such nonconsent or penalty termination of any such nonconsent or penalty period affecting the Assignor's interest, said overriding royalty interest attributable to any such interest of Assignee shall again become effective and payable.
4. The interest conveyed herein shall individually extend to any renewal, extension or new lease acquired by Assignor within six (6) months following the expiration of an existing lease on the land covered by Said Lease(s). This renewal and extension right shall be separately and independently applicable to each tract conveyed herein.

This Assignment is made without warranty of title either express or implied.

EXECUTED this 21st day of September, 1990, but effective as of the 12th day of May, 1990.

CASE-POMEROY OIL CORPORATION


Assignor

ESSEX OFFSHORE, INC.


Assignor

STATEX PETROLEUM, INC.


B. Andrew Wilkinson Assignee
President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged by me this 21st day of September, 1990 by Kenneth R. Olive, Jr., as Vice President of Case-Pomeroy Oil Corporation, a Delaware corporation, on behalf of said corporation.

DEBORAH CAROL RADFORD
Notary Public, State of Texas
My Commission Expires January 3, 1994

Deborah Carol Radford
Notary Public in and for
The State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged by me this 21st day of September, 1990 by Kenneth R. Olive, Jr., as Attorney-In-Fact of Essex Offshore, Inc., a Delaware corporation, on behalf of said corporation.

DEBORAH CAROL RADFORD
Notary Public, State of Texas
My Commission Expires January 3, 1994

Deborah Carol Radford
Notary Public in and for
The State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged by me this 11th day of October, 1990 by B. Andrew Wilkinson, as President of Statex Petroleum, Inc., a California corporation, on behalf of said corporation.

My Commission Expires

Freda Hall
Notary Public in and for
The State of Texas

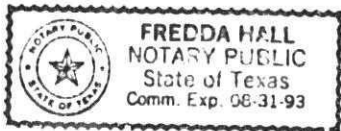


EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest between Case-Pomeroy Oil Corporation et al, as Assignor, and Statex Petroleum, Inc., as Assignee, dated effective May 12, 1990.

<u>C-PO Lease #</u>	<u>MMS Serial #</u>	<u>Block</u>	<u>Area</u>	<u>OCS Leasing Map</u>
00591-000	OCS-G 10121	A11 935	N. Padre Island	TX No. 2
00592-000	OCS-G 10122	A11 948	N. Padre Island	TX No. 2
00593-000	OCS-G 10154	A11 827	Mustang Island	TX No. 3
00594-000	OCS-G 10155	A11 832	Mustang Island	TX No. 3
00595-000	OCS-G 10156	A11 833	Mustang Island	TX No. 3
00596-000	OCS-G 10161	A11 852	Mustang Island	TX No. 3
00598-000	OCS-G 10206	A11 711	Matagorda Island	TX No. 4
00599-000	OCS-G 10224	A11 531	Brazos	TX No. 5